

**REPORT TO MAYOR AND CITY COUNCIL**

TO THE HONORABLE MAYOR AND CITY COUNCIL:

DATE: November 17, 2015

SUBJECT: APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH TJKM OF PLEASANTON IN THE NOT-TO-EXCEED AMOUNT OF \$182,646 TO PROVIDE PROJECT DESIGN, AND RIGHT-OF-WAY CERTIFICATION SERVICES FOR THE DOWNTOWN CONCORD BICYCLE LANE IMPROVEMENTS PROJECT (PROJECT NO. 2277); AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT (FUNDED BY: MEASURE J & STIP GRANT FUNDS)

Report in Brief

Staff recommends that the City Council approve a Professional Services Agreement with TJKM in the not-to-exceed amount of \$182,646 to provide Design and Right-of-Way Certification Services for Downtown Concord Bicycle Lane Improvements, Project No. 2277; and authorize the City Manager to execute the Agreement.

Background

The City Council approved the Downtown Concord Bicycle Lane Improvements Project, Project No. 2277, as part of its FY 2013-2014 CIP Program. The scope of this project assists in implementing the City's Complete Streets policy which considers the needs of the various roadway users, and includes:

- removing the couplet connection between Concord Boulevard and Clayton Road (east of Sutter Street);
- installation of bike lanes along Clayton Road and Concord Boulevard between Sutter Street and Grant Street;
- installation of bike lanes along Oakland Avenue, between Clayton Road and Mt. Diablo Street;
- installation of bike lanes along Grant Street, between Salvio Street and Oak Street;
- installation of bike lanes along Mt. Diablo Street, between Oakland Avenue and the BART Bus Access Road;
- installation of a pedestrian crossing warning system on Oakland Avenue at Prospect Street and at Atlantic Street;
- traffic signal modifications including bikeway detection on Concord Boulevard at Galindo Street and Grant Street and on Clayton Road at Galindo Street and Grant Street, and at the intersection of Willow Pass Road and Grant Street; and

APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH TJKM OF PLEASANTON IN THE NOT-TO-EXCEED AMOUNT OF \$182,646 TO PROVIDE PROJECT DESIGN, AND RIGHT-OF-WAY CERTIFICATION SERVICES FOR THE DOWNTOWN CONCORD BICYCLE LANE IMPROVEMENTS PROJECT (PROJECT NO. 2277); AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT (FUNDED BY: MEASURE J & STIP GRANT FUNDS)

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- construction and repair of sidewalk and curb ramps on Grant Street, between Willow Pass Road and Concord Boulevard.

The City was awarded a grant through the One Bay Area Grant (OBAG) program using federalized State Transportation Improvement Program (STIP) funds in the amount of \$1,195,000 (\$1,007,000 for Construction & \$188,000 for Design) to improve bicycle and pedestrian access to BART within the downtown area. Grant funding for the project was approved to be included in the STIP in March of 2014. Staff received authorization to proceed with design from Caltrans in June 2015. Funding to design this project is programmed with \$166,000 of federal funds and \$22,000 of state matching funds. It should be noted that due to lack of available STIP funds, construction funds for this project have been pushed back a year by MTC from FY 2016 to FY 2017. This means this project will not begin construction until 2017.

Discussion

To select a design consultant, the City issued a Request for Proposals (RFP) for project design and right-of-way certification services for the Downtown Concord Bicycle Lane Improvements Project No. 2277, in accordance with approved Caltrans procedures in August 2015. Four firms submitted Proposals for consideration. A selection committee comprised of three registered civil engineers was formed by City staff. The selection committee reviewed each firm's responsiveness to the RFP, including their qualifications, professional experience, design strategy, and discussion of potential maintenance right-of-way, and design issues. Based on this review the committee recommended that all four firms be invited to participate in panel interviews.

The selection committee interviewed each of the firms in October 2015 and the committee rated TJKM as the most qualified firm to provide the required design services for this project. TJKM has successfully designed a number of Federally-funded projects, Complete Street projects, and have recently provided the City with design services for the installation of a traffic signal on Arnold Industrial Way at the State Route 4 westbound On and Off ramps, and the MTC PASS Citywide signal retiming project.

TJKM has submitted a proposal in the not-to-exceed amount of \$182,646 for the project design, and right-of-way Certification services. Staff has reviewed the proposal and determined that TJKM's 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 12% was established for the design portion of this project. TJKM is a certified DBE firm and thus will provide a DBE participation rate of 71%, exceeding the goal. TJKM and their project team have verified that they have the staff available and are ready to begin work on this project immediately.

APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH TJKM OF PLEASANTON IN THE NOT-TO-EXCEED AMOUNT OF \$182,646 TO PROVIDE PROJECT DESIGN, AND RIGHT-OF-WAY CERTIFICATION SERVICES FOR THE DOWNTOWN CONCORD BICYCLE LANE IMPROVEMENTS PROJECT (PROJECT NO. 2277); AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT (FUNDED BY: MEASURE J & STIP GRANT FUNDS)

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Fiscal Impact

The project budget is sufficient to fully fund the cost of this design and right-of-way certification work and the project is predominantly funded by the Federal STIP grant which includes \$166,000 of federal funds and \$22,000 of state matching funds for the project's design phase.

Public Contact

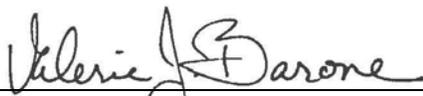
The Notice to Consultants describing the Request for Proposal and the project was published in the Contra Costa Times on August 25, September 1, and September 8, 2015. The City Council Agenda was posted.

Recommendation for Action

Staff recommends that the City Council approve a Professional Services Agreement with TJKM Consulting in the not-to-exceed amount of \$182,646 to provide Project Design, Right-of-Way Certification Services for the Downtown Concord Bicycle Lane Improvements (Project No. 2277); and authorize the City Manager to execute the Agreement.

Prepared by: Jeff Rogers, PE
Associate Civil Engineer
Jeff.Rogers@cityofconcord.org

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



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

Reviewed by: Victoria Walker
Director of Community &
Economic Development
Victoria.Walker@cityofconcord.org

Attachment 1: Project Location Map
Attachment 2: Professional Services Agreement

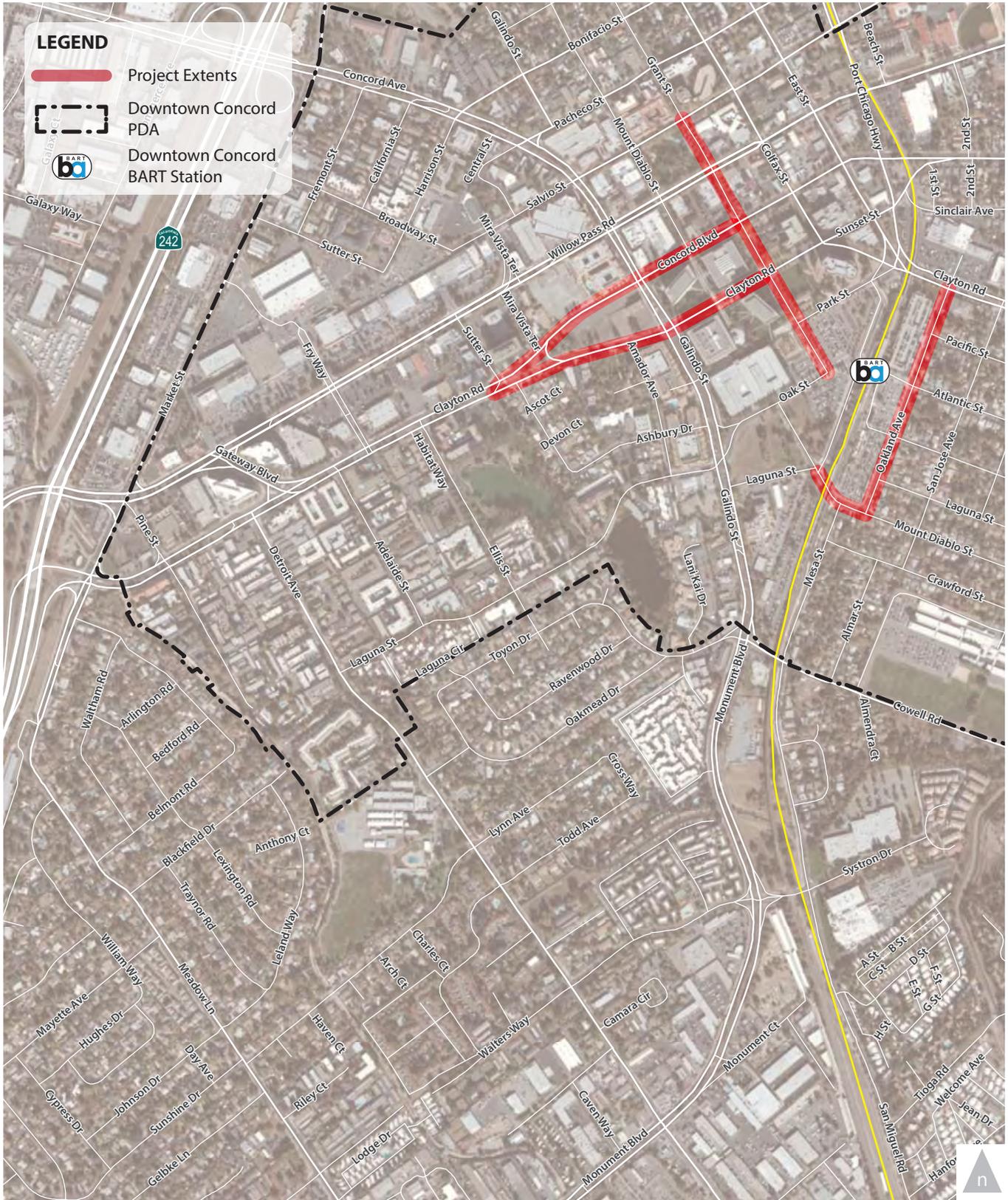


Figure 1. Project Extents

Last-Mile Bike and Pedestrian Access to BART

WC13-3018_1_ProjExt



AGREEMENT FOR PROFESSIONAL SERVICES

1 THIS AGREEMENT (“Agreement”) is entered into on November 17, 2015 between the City
2 of Concord (“CITY”) and **TJKM**, 4305 Hacienda Drive, Suite 550, Pleasanton, CA 94588
3 (“CONSULTANT”).

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

6 The CITY desires to contract with TJKM and TJKM to contract with the CITY for provision
7 by TJKM to the City for professional services with **Project No. 2277 (Downtown Concord Bicycle**
8 **Lane Improvements)** as further described in Section 2 of this Agreement, upon the terms and
9 conditions hereinafter set forth.

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

12 **1. TERM.** This Agreement shall commence on **November 17, 2015** and expire on
13 **October 17, 2016.**

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

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

24 **2. SCOPE OF SERVICES.** Subject to such policy direction and approvals provided by
25 the CITY's Authorized Representative, CONSULTANT shall provide professional engineering and
26 design services for Project No. 2277 (Downtown Concord Bicycle Lane Improvements) described in
27 detail in Exhibit A, a proposal from TJKM dated October 28, 2015 is attached hereto and made a part
28 hereof. CITY retains all rights of approval and discretion with respect to the projects and

1 undertakings contemplated by this Agreement.

2 **3. PAYMENT.** The compensation to be paid to CONSULTANT including payment for
3 professional services and reimbursable expenses, shall be at the rate and schedules in detail in Exhibit
4 A. However, in no event shall the amount CITY pays CONSULTANT exceed one hundred eighty-
5 two thousand six hundred forty-six (\$182,646) for the term of this Agreement. Any Amendment to
6 this Agreement that includes an increase to this compensation amount shall be made in accordance
7 with Section 5 below.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20 **16. CONFLICT OF INTEREST.**

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

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

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

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

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

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

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

23 **20. ENFORCEABILITY; INTERPRETATION.** In the event that any of the provisions
24 or portions of application of any of the provisions of the Agreement are held to be illegal or invalid by
25 a court of competent jurisdiction, CITY and CONSULTANT shall negotiate an equitable adjustment
26 in the provisions of the Agreement with a view toward affecting the purpose of the Agreement. The
27 illegality or invalidity of any of the provisions or portions of application of any of the provisions of

1 the Agreement shall not affect the legality or enforceability of the remaining provisions or portions of
2 application of any of the provisions of the Agreement. This Agreement shall be interpreted as though
3 it was a product of a joint drafting effort and no provisions shall be interpreted against a party on the
4 ground that said party was solely or primarily responsible for drafting the language to be interpreted.

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

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

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

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

1 To CITY:

Robert Ovadia, City Engineer
Community & Economic Development Department
City of Concord
1950 Parkside Drive
Concord, CA 94519-2578
Phone: (925) 671-3470
Fax: (925) 798-9692

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3
4 To CONSULTANT:

Nayan Amin, President
TJKM
4305 Hacienda Drive, Suite 550
Pleasanton, CA 94588-2798
Phone: 925 463-0611
Fax: 925 463-3690

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6
7
8 **25. NON-LIABILITY.** No member of the CITY and no other officer, employee or agent
9 of the CITY shall be personally liable to CONSULTANT or otherwise in the event of any default or
10 breach of the CITY, or for any amount which may become due to CONSULTANT or any successor in
11 interest, or for any obligations directly or indirectly incurred under the terms of this Agreement.

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

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

20
21 //
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1 **IN WITNESS WHEREOF**, the parties have executed this Agreement in one (1) or more
2 copies as of the date and year first written above.

3 **CONSULTANT**

4 **CITY OF CONCORD, a Municipal**
5 **Corporation**

6 By: _____
7 Name: Nayan Amin
8 Title: President
9 Address: 4305 Hacienda Drive, Suite 550
10 Pleasanton, CA 94588
11 Telephone: (925) 463-0611

6 By: _____
7 Name: Valerie Barone
8 Title: City Manager
9 Address: 1950 Parkside Drive
10 Concord, CA 94519
11 Telephone: (925) 671-3470

12 APPROVED AS TO FORM:

12 ATTEST:

13 _____
14 City Attorney

13 _____
14 City Clerk

15 Date: _____, 2015

16 FINANCE DIRECTOR'S CERTIFICATION:

17 Concord, California

18 Date: _____, 2015

19
20 I HEREBY CERTIFY THAT ADEQUATE FUNDS EXIST OR WILL BE RECEIVED
21 DURING THE CURRENT FISCAL YEAR 2015/16 TO PAY THE ANTICIPATED
22 EXPENSES TO BE INCURRED PURSUANT TO THIS CONTRACT.
23 THE SUM OF **\$182,646**

24 Account Code: 4029500C999-74500/4022277211-74500

25 _____
26 Finance Director's Signature



October 28, 2015

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

Subject: Workscope and Budget for the Downtown Concord Bicycle Lane Improvements Project, Federal Project No. RPSTPL-5153(052), City Project No. 2277

Dear Mr. Rogers:

TJKM is pleased to submit the workscope and budget for the Downtown Concord Bicycle Lane Improvements Project, Federal Project No. RPSTPL-5153(052), City Project No. 2277.

The project proposes corridor enhancements along five roadways in Downtown Concord to provide last mile bicycle and pedestrian connections to Concord BART from the west, east, and south. The improvements include buffered bicycle lanes, Class 2 bicycle lanes, Class 3 bicycle routes, improvements at three unsignalized crosswalks, sidewalk expansion, Class 1 pathways, and curb ramp upgrades.

Please feel free to contact me regarding the workscope and budget at 925-264-5003, or apatel@tjkm.com

Sincerely,

A handwritten signature in blue ink that reads "Atul Patel".

Atul Patel
Project Manager

Attachment C

City of Concord
 Proposal For Civil Engineering Design Services Downtown Concord Bicycle Lane Improvements
 Consultants Name TJKM Transportation Consultants

Tasks		Labor								OCDs		Subconsultants			Total
Task #	Task Description	Project Manager	PIC	QA/QC	Lead Designer	Civil Engineer	Associate Engineer	Project Engineer	Total Hours	TJKM Total Labor Costs	TJKM Other Direct Costs	Topo	Public Outreach		Total Fee
		Atul Patel	Nayan Amin	Ruta Jariwala	Erik Bjorklund	Van	Rudy	Aneri				Towill	Gates		
		\$152	\$172	\$153	\$107	\$91	\$78	\$48				Fee/Hr or LS	Fee/Hr or LS	ODC	
1	Project Management/Meetings (4)	40	4			8	20		72	\$9,052	\$ 200				\$9,252
2	Preliminary Design 30% PS&E														
2.1	Prepare Topographic Survey	2				8			10	\$1,031		\$ 11,000			\$12,031
2.2	Prepare Conceptual Plans	20			20	24	24	80	168	\$13,104	\$ 400				\$13,504
3	Public Outreach Assistance														
3.1	Outreach Assistance	16							16	\$2,434			\$ 2,468		\$4,902
3.2	Community Meetings (3 meetings)	24			24		40		88	\$9,330	\$ 3,000		\$ 9,340	\$ 882	\$22,552
3.3	Bilingual Exhibits and Notifications								0	\$0			\$ 1,794		\$1,794
4	60% submittal														
	plans	52		6	60	68	48	58	292	\$27,967	\$ 200		\$ 2,000		\$30,167
	specs	10		2		16	8		36	\$3,901			\$ 1,132		\$5,033
	estimate	1		2		8		8	19	\$1,571			\$ 1,135		\$2,706
5	90% submittal														
	plans	32		2	40	50	40	40	204	\$19,044	\$ 200		\$ 980		\$20,224
	specs	2		2		10	8		22	\$2,139			\$ 440		\$2,579
	estimate	1		2		6		8	17	\$1,390			\$ 364		\$1,754
6	100% submittal														
	plans	32		2	24	32	30	24	144	\$14,144	\$ 300		\$ 980		\$15,424
	specs	2		2		6	8		18	\$1,776			\$ 470		\$2,246
	estimate	1		2		4		8	15	\$1,208			\$ 278		\$1,486
7	Bid Set														
	plans	8		1	14	8	16	16	63	\$5,614	\$ 300		\$ 980		\$6,894
	specs	2		1		1	8		12	\$1,169			\$ 407		\$1,576
	estimate	1		1		1		8	11	\$783			\$ 268		\$1,051
8	Bidding Support				8				8	\$857					\$857
9	Construction Support					40		16	56	\$5,059			\$1,556		\$6,615
Proposal Subtotal		246	4	25	230	250	250	266	1271	\$121,572	\$ 4,600	\$11,000	\$ 24,592	\$ 882	\$162,646
Optional Services															
10	Additional Services	45				80	69	9	203	\$19,908	\$92				\$20,000
B															\$0
C															\$0
D															\$0
E															\$0
Total Optional Services		45	0	0	0	80	69	9	203	\$19,908	\$92	\$0	\$0	\$0	\$20,000
Total Including Optional Services		291	4	25	230	330	319	275	1474	\$141,480	\$4,692	\$11,000	\$24,592	\$882	\$182,646
Notes:															
1	Landscape Construction Support: allow 0 site visits, 2 hours bidding assistance, 12 hours for the following: clarifications, submittal review, rfi, field report and punch list services														
2															
3															
4															

PROJECT DESCRIPTION

The project proposes corridor enhancements along five roadways in Downtown Concord to provide last mile bicycle and pedestrian connections to Concord BART from the west, east, and south.

Along Concord Boulevard and Clayton Road between Sutter Street and Grant Street, the project would install buffered bike lanes to provide new east-west connections through Downtown and to Concord BART. The project would convert one of the travel lanes on each road into a buffered bike lane. Both roadways operate in one direction; Concord Boulevard travels toward downtown and Clayton Road travels away from downtown. Green skip-stripe pavement would be used in bike-auto conflict zones. A Class 1 pathway in the median island between Concord Boulevard and Clayton Road will be installed connecting to the existing sidewalk on both streets. The U-turn lane will be removed and landscaping installed in place. The driveway for the property adjacent to the U-turn lane will be reconstructed. The sidewalk along Clayton Road, between Ashbury Drive and the park ingress/egress will be widened, tree grates removed, and a vertical barrier installed to create a Class 1 path connection to the park. At Concord/Galindo, Concord/Grant, Clayton/Galindo, Clayton/Grant and Willow Pass/Grant signalized intersections, the detector loops will be replaced and bicycle detection will be added. Also, southbound protected left turn phasing will be added at the intersection of Grant/Clayton.

On Grant Street between Willow Pass Road and Park Street, the project would add Class II bike lanes, and on the same street, between Willow Pass Road and Salvio Street, the project would add a Class III bike route connecting to existing short-term and long-term bicycle parking at the BART plaza, as well as to Todos Santos Plaza. On Grant Street between Willow Pass and Concord Boulevard, the existing sidewalk on the east side of Grant Street will be reconstructed and sidewalk extended into the parking area.

East of the BART station, Oakland Avenue would be reconfigured from four-lanes to three between Mount Diablo Street and Clayton Road with Class II bike lanes in both directions to provide last mile connections to BART. The existing high-visibility crosswalks at Oakland Avenue/Prospect Street and Oakland Avenue/Atlantic Street would be enhanced with pedestrian crossing warning system (e.g. RRFB or LED blinker signs). A pedestrian bulb out and new curb ramp will be constructed at the BART garage entrance/exit at Oakland Avenue. Along Oakland Avenue, the existing 7 curb ramps that are identified in the OBAG grant application to be replaced will be reconstructed to be ADA compliant ramps.

Mt. Diablo Street from Oakland Avenue to the BART Bus Access Roadway would be a Class III route with sharrows to direct bicyclists from the Class I path paralleling Mesa Street to the bike path parallel to the BART Bus Access road, connecting to the BART bike parking area.

WORK PLAN

Based on our initial field review of the project site and knowledge of the area, we will carry out all of the tasks required for this project.

Task 1 – Project Management

Task 1.1 Project Kickoff Meeting

Objective: *The objective of this task is to meet and discuss the overall objectives of the project, to discuss the extent of existing information for the project, establish lines of communication and to review and finalize the scope in detail.*

The TJKM Team will prepare an agenda for a project initiation or kick-off meeting. Our preliminary agenda for the meeting will include, but not limited to:

- ▶ Introductions/Goals of the meeting
- ▶ Contact information, protocol for communicating project information

- ▶ Schedule/Required time for City reviews
- ▶ The TJKM Team will request the following items prior to the kick-off meeting and identify discussion items for the meeting:
 - Aerial photos in digital form, if available (or Google Earth Professional would be used)
 - GIS information in AutoCAD format
 - Base maps and copies of any previous plans and street improvement plans in the project area and studies
 - Sample construction documents from previous projects in electronic format.
 - Utility contact information
 - Traffic signal as built for the signal modifications
- ▶ Other issues, as appropriate
- ▶ Milestones and invoicing information
- ▶ Project Schedule and updates on a monthly basis

At the conclusion of the kickoff meeting, the TJKM Team will prepare minutes and distribute them to all meeting participants. We will also prepare and e-mail a project contact list based upon the sign in sheet at the meeting, plus business cards collected.

Deliverables

⇒ *Schedule, Meeting minutes*

Task 1.2 Project Management

TJKM will manage the schedule and budget throughout the duration of the project. The City will take the lead on obtaining NEPA clearance through the Caltrans Local Assistance Program process for receiving federal funds. The TJKM Team will take the lead in preparing the E-76 forms necessary for obtaining the Request for Authorization for construction approval from Caltrans Local Assistance Program, including the Right-of-Way and Utility Certification forms.

TJKM will maintain frequent and timely communication with the City during the design and construction phase of the project.

A weekly conference call will be scheduled with the City’s Project Manager to go over outstanding issues and work completed previous week and work to be conducted over the next week.

TJKM will prepare meeting minutes at all the meetings attended and provide action item logs for subsequent follow-up via email. We have budgeted 4 meetings at the following stages:

- ▶ Kickoff Meeting
- ▶ Review of 30% Submittal
- ▶ Review of 60% Submittal
- ▶ Review of 90% Submittal

The TJKM Team will coordinate with PG&E with any service upgrades or relocations required or disconnection/reconnection of service points and prepare the commercial service application, if required. The City will pay the associated application/service fees for required upgrades.

A project schedule will be prepared using MS Project. The schedule will be updated at the City’s request and provided at each meeting attended with the City.

The TJKM Team will conduct their quality assurance/quality control over the work deliverables prepared for the City.

Deliverables

⇒ *Project Schedules, meeting minutes, E-76 forms and cover letter, PG&E service forms*

Task 2 – Preliminary Design 30% PS&E

Task 2.1 Prepare Topographic Survey

The TJKM Team proposes to establish three on-site control points that will be tied to the North American Datum of 1983 (2011) 2010.0 epoch, California Coordinate System Zone 3. Elevations will be based on the North American Vertical Datum of 1988. We will use GPS techniques and conventional surveys to establish coordinates and elevations for these three on-site points. If the City has a benchmark system, that information will be provided to the TJKM Team at NTP.

A topographic map will be prepared, based on field surveys, of the site. All visible surface features will be located and mapped. A grid will be measured at an approximate distance of 25-feet, together with curb, surface changes, and grade breaks. A DTM will be developed together with one-foot contours. Further details about the precise location of the topographic surveys are as follows:

Concord Avenue/Clayton Road

- ▶ 50' past the proposed walk and sidewalk on Clayton Road
- ▶ Along the proposed walk between Concord Blvd and Clayton Road
- ▶ Perimeter 50' around outside the proposed walk and driveway
- ▶ Topo along the edges of existing and conforms

Grant Street

- ▶ Perimeter 50' around outside the proposed sidewalk extension
- ▶ Topo along the edge of existing sidewalk and conforms

Oakland Avenue

- ▶ Curb Ramps replacement- Perimeter 10' + around outside the 7 ramps referenced in the OBAG application to be replaced and/or installed
- ▶ Pedestrian Bulb out at BART garage entrance/exit driveway
- ▶ Topo shoot lip, FL, TC, pavement and sidewalk and at conforms

We will also locate visible (at the time of our survey) surface utilities including sewer manholes and cleanouts, storm drain manholes and catch basins, water valves, gas valves, electric boxes and handholes, telephone boxes, cable television boxes, fiber optic cable boxes, light poles and other pertinent utilities. In areas where sidewalk changes will be made, we will prepare 8.5 x 11" 'dip sheets' for storm and sewer appurtenances which can readily and safely be opened using common hand tools, including storm drain manholes, catch basins, and sanitary sewer manholes. A sketch showing the type of utility, unique identification code, rim and invert elevations, pipe sizes and directions, and other pertinent information will be prepared for each of these types of safely accessible utilities.

In the areas of the topographic surveys, the current right of way lines will be calculated based on existing survey maps available. These right of way lines will be not sufficient for potential right of way takes, though none are expected as part of this project.

Deliverables

- ⇒ *AutoCAD file of the topographic map*
- ⇒ *24"x36" Hard Copy of the drawing, signed and stamped by a licensed land survey*
- ⇒ *PDFs of the completed 'dip sheets'*

Task 2.2 Prepare Concept Plans

To prepare the basemaps, TJKM will use high resolution aerials in Google Earth Professional of the project limits and trace the existing curblines and striping. The lane widths will be scaled up or down based on the field measurements we will undertake for each segment. At the locations where there are civil ADA ramp upgrades, sidewalk, or raised intersections, TJKM will utilize the topographic survey cad file received from our subconsultant

Towill, Inc. TJKM will design a total of 9 new ADA ramps during the design phase. (7 along Oakland Avenue and 2 at the park entrance driveway on Clayton, just west of Ashbury Drive.

If the City has CAD files available that were utilized from the grant application, TJKM will use those instead for overlaying our striping plans, signal modification plans, and pedestrian crosswalk warning system designs.

The TJKM Team will prepare functional design drawings for the pedestrian crossing warning systems, traffic signal design modifications, signing and striping plans, and civil improvements. The plans will provide the layout of the existing traffic signal equipment, including locations of the new traffic signal poles, cabinets, inductive loop detection, intersection safety lighting, audible pedestrian push buttons, and new roadside signs. Designs will be in accordance with Caltrans design standards, CA MUTCD guidelines, and the City of Concord's current design standards.

The preliminary plans will be developed with adequate detail for conveying the design intent, final geometry and key design elements. The major goal of this phase is to fully define the project limits and identify previously unknown constraints or impacts.

The TJKM Team will also prepare utility notification letters to dry and wet utility owners, and place the information into CAD and show them on the plans. The plans will contain sufficient detail for submittal and review by the City to understand the full intent of the project. Through the project, plans and specifications will be developed with the Caltrans E-76 process in mind.

The TJKM Team assumes civil construction layout plan sheets will be developed using AutoCAD 2013 with one sheet dedicated to each of the class 1 path connections, and sidewalk reconstruction and widening, and reconstructed driveway, four sheets for the new curb ramp details and one sheet for typical sections. Deliverables also include an engineer's opinion of probable construction costs for the improvements.

The TJKM Team will provide the City with a list of any facilities belonging to the utility companies that will need to be adjusted as a result of the proposed construction.

The TJKM Team will also provide an updated project schedule, prepare a preliminary construction schedule, and 30% Engineer's opinion of probable construction cost estimate, and provide cut sheets of equipment/appurtenances that are planned for the project.

Deliverables

- ⇒ *Three half size sets of the 30% plans*
- ⇒ *Preliminary details, topographic survey in AutoCAD format,*
- ⇒ *project schedule, preliminary construction schedule, 30% cost estimate, equipment cut sheets, list of utility facilities requiring adjustment*

Task 3 – Public Outreach Assistance

The TJKM Team will assist the City with providing public outreach and assistance with three public workshops/meetings regarding the project. Exhibits of the conceptual plans will be prepared for the three public meetings for receiving public input regarding the project. Our scope for this task entails the following:

Task 3.1 Outreach Assistance

- ▶ Review outreach processes used for other similar projects (what worked, email lists)
- ▶ Identify location, date and format for workshop (open house, round table discussion)
- ▶ Work with staff to identify target audiences and potential communication network (school newsletter, website, Facebook, Concord Bike Coalition, Bike East Bay, etc.)
- ▶ Potential to advertise during community events (Farmers Market, Tree-lighting)
- ▶ Develop meeting agenda and staff assignments
- ▶ Prepare project logo and graphic pieces for posting on website or mailings

Task 3.2 Community Meetings (Assumed three)

- ▶ Prepare graphic materials/images/PowerPoint to facilitate input and discussion, using base material provided by design team.
- ▶ Prepare interactive materials for community use during meeting.
- ▶ Meeting support, including name tags, sign-in sheets, set-up, etc.
- ▶ Provide English to Spanish translation at meeting.
- ▶ Prepare written summary of meeting.
- ▶ Assist City in presenting the details of the project and answer questions from the public.

Task 3.3 Bilingual Exhibits and Notifications

- ▶ Provide bilingual exhibits and notifications at each meeting.

Deliverables

- ⇒ *Outreach Plan*
- ⇒ *Graphics for website/flyers*
- ⇒ *Workshop Graphic Materials*
- ⇒ *Workshop Summary*
- ⇒ *Bilingual Exhibits and notifications*

Task 4 – 60% Submittal Plans, Specifications, and Estimate (PS&E)

The TJKM Team will review with the City and receive one set of non-conflicting comments from the City on the conceptual plans and incorporate them into the 60% PS&E. In this stage of the design submittal to the bid package, TJKM will prepare the project plans for each intersection, which will include the following sheets:

- ▶ Cover Sheet
- ▶ General Note Sheet
- ▶ Civil Notes, Details, Typical Sections
- ▶ Demolition Plan Sheets
- ▶ Construction Layout Sheets
- ▶ Grading and Drainage Sheets
- ▶ Traffic Signal Modification Plans (5 intersections)
- ▶ Conductor and Equipment Schedule (5 intersections)
- ▶ Pedestrian Crossing Warning System Plans (2 intersections)
- ▶ Signing and Striping
- ▶ Electrical Detail Sheets
- ▶ Landscape and Irrigation Plans

Our design approach entails the following design tasks:

- ▶ The TJKM Team will prepare 60% design plans for project improvements in AutoCAD format.
- ▶ The TJKM Team will prepare an Engineer's construction cost estimate and special provisions describing each item on the bid schedule and their requirements, and verify that construction costs are within the existing City budget. The City will provide TJKM with the latest approved federal special provisions, in MS Word format, used on a similar project to use as a template.
- ▶ The Engineer's construction cost estimate will be prepared in Excel electronic format. Any revisions to the technical special provisions will be recommended to the City.
- ▶ Special provisions with track changes format prepared including bid schedule, and measurement and payment provisions, list of submittals during construction, and list of information available to Bidders, with disclaimer.
- ▶ Prepare a preliminary construction schedule.
- ▶ Each PS&E review submittal set will also address any comments or revisions required from the City in the previous plan check submittal. Responses to comments will be documented and included with the submittal.

- ▶ The TJKM Team will meet with City staff, as needed, to review comments and recommendations. A comment matrix will be prepared showing how TJKM addressed each review comment. The original red-line markup of the previous submittal will be returned back to the City with the next submittal round.

At this stage, the Right of Way and Utility Certification forms and the remaining application forms for E-76 Construction will be completed and submitted to City for signature and then to Caltrans Local Assistance Program for review.

Deliverables

- ⇒ *One full-size hardcopy and Electronic .pdf set of the 60% plans*
- ⇒ *Complete Special Provisions and cost estimate in form of the bid schedule*
- ⇒ *Review comment matrix*
- ⇒ *Redline markup from previous round*
- ⇒ *Utility conflicts have been resolved or a timeline for resolution of issues has been determined*
- ⇒ *E-76 forms plus cover letter for City to sign*

Task 5 – 90% Submittal Plans, Specifications, and Estimate (PS&E)

The TJKM Team will review with the City and receive one set of non-conflicting comments from the City on the 60% PS&E and incorporate them into the 90% PS&E. We will incorporate any comments received from Caltrans Local Assistance Program into the PS&E and resubmit back to them the E-76 forms and PS&E for approval.

Deliverables

- ⇒ *One hardcopy and Electronic .pdf full-size set of the 90% plans*
- ⇒ *Special Provisions and cost estimate in form of the bid schedule*
- ⇒ *Review comment matrix*
- ⇒ *Redline markup from previous round*
- ⇒ *Utility conflicts have been resolved or a timeline for resolution of issues has been determined*
- ⇒ *E-76 forms for City to sign*

Task 6 – 100% Final Check Submittal (PS&E)

At this stage, the plans and special specifications will be ready for bidding for construction. The E-76 for construction will be obtained during this stage of the project. Also, service upgrade applications from PG&E will be obtained during this stage of the project, if required.

The cost estimate will be refined based on any comments received from the City.

The TJKM Team will:

- ▶ Coordinate and review the approved 100% PS&E with City staff and revise based on comments and discussions.
- ▶ Prepare final construction drawings, contract specifications, and a final construction cost estimate (Excel format). These documents shall be construction ready.

Deliverables

- ⇒ *One hardcopy and Electronic .pdf full-size set, special provisions, construction cost estimate, and an electronic version of the plans, specifications, and estimate*
- ⇒ *Responses to comments on the 90% submittal, along with return of mark-ups*
- ⇒ *Other supporting documentation, as necessary*

Task 7 – Final Submittal (Bid Package)

At this stage, the contract documents are ready for bidding. The TJKM Team will coordinate the plans and technical specifications with the City's front end bid instructions, standard provisions, and revised special provisions ready for the City to bid for construction.

The TJKM Team will:

- ▶ Coordinate with City staff for review of bid package
- ▶ Revise based on comments and discussions
- ▶ Prepare bid package, including a bid schedule and list of submittals
- ▶ Submit final plans and specifications, and disk with the electronic files to City staff. Final plans will be provided in electronic file in AutoCAD format and in PDF format. One hardcopy will be in 24"x36" size. Each plan sheet will be stamped and signed by the Engineer of Record registered civil engineer, in accordance with California State Law.
- ▶ Prepare complete special provisions, technical specifications stamped and signed on the table of contents sheet by the Engineer of Record, one hard copy printed single sided only. If there are more than one Engineer of Record, the engineer will stamp and sign the table of contents for only that/those section(s) that applies to each engineering discipline.
- ▶ Provide a digital copy of all work products and supporting work
- ▶ Provide a final project schedule update
- ▶ Provide a final construction cost estimate
- ▶ Electronic .pdf of the complete E-76 Package

Deliverables

⇒ *Bid Package as required and approved by the City*

Task 8 – Bidding Support Phase

During the bid process, the TJKM Team will answer bidder's questions and provide clarifications to the bid questions. We will respond to Requests for Information (RFIs). We will prepare addenda, as necessary. We will prepare conformed documents, as necessary.

Deliverables

⇒ *Addendum(s), Clarifications, Conformed Documents, as necessary*

Task 9 – Construction Support Phase

During construction, the TJKM Team will assist City staff as follows:

- ▶ Prepare responses to contractors' RFIs during the construction phase, as needed
- ▶ Review all contractor submittals and assist the City inspector with specific design issues during construction
- ▶ Attend up to two construction progress meetings or field meetings to answer design questions and clarify design elements when requested by the City staff
- ▶ Assist with the issuance and negotiation of change orders
- ▶ Participate in the final inspection and development of the punch lists
- ▶ Prepare record drawings from Contractor redline as-builts in AutoCAD format and .pdf format

Deliverables

⇒ *Record Drawings, Clarifications, Response to Submittals*

Task 10 – Additional Services (Optional Task)

TJKM will assist the City with additional services, as approved by the Engineer. A budget allocation of \$20,000 has been apportioned for this effort to design 9 additional ADA compliant curb ramp areas along Oakland Avenue into the design project. After which, if there is remaining funds in this task, the remaining funds may be used for other unforeseen design issues that arise during the project. TJKM will receive authorization from the City before working on any effort on this task.

EXCEPTIONS TO THE SCOPE OF SERVICES

Please note that the following are not included in the Work Plan detailed above:

- ▶ Hazardous waste testing, monitoring and contingency plan for both site and building demolition work
- ▶ Potholing
- ▶ Geotechnical monitoring
- ▶ Construction management, inspection, supervision and scheduling
- ▶ Record Survey Maps, Tentative Maps, Parcel Maps, Final Maps and legal descriptions and sketches
- ▶ Construction staking