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Staff Report

Date: December 13, 2016

To: City Council

From: Valerie J. Barone, City Manager

Reviewed by: Victoria Walker, Director of Community and Economic Development

Prepared by: Aldrich Bautista, Associate Civil Engineer
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(925) 671-3028

Subject: **Considering approval of an Agreement for Professional Services with Pavement Engineering Inc. in the amount of \$96,710 to provide for design and related services for Measure Q Pavement Maintenance Project #5 – Zones 4 and 5, (Project No. 2332) subject to approval of the City Attorney; and authorize the City Manager to execute the agreement.**

Report in Brief

Staff solicited a proposal for design services from Pavement Engineering Inc. (PEI), of San Luis Obispo for the Measure Q Pavement Maintenance Project #5 – Zones 4 and 5 (Project No. 2332). PEI provided a proposal to provide design services for this project in the amount of \$96,710. PEI has extensive experience in the design of pavement maintenance and rehabilitation projects and was pre-qualified to perform civil engineering services on behalf of the City through the City's Master Services Agreement process in July 2015.

Recommended Action

Staff recommends that the City Council approve an Agreement for Professional Services with Pavement Engineering Inc., of San Luis Obispo in the amount of \$96,710 to provide design and related services for the Measure Q Pavement Maintenance Project # 5 – Zones 4 and 5 (Project No. 2332) subject to approval of the City Attorney; and authorize the City Manager to execute the agreement.

City Council Agenda Report

Approval of an Agreement for Professional Services with Pavement Engineering, Inc. in the amount of \$96,710 to provide design and related services for Measure Q Pavement Maintenance Project #5 – Zones 4 and 5, Project No. 2332
December 13, 2016

Background

On October 13, 2015 the City Council approved the Measure Q Pavement Maintenance Expenditure Plan to address maintenance of City streets. The adopted FY 16-17/FY17-18 Capital Budget included an appropriation of \$2,250,000 of Measure Q Lease Revenue Finance Agreement funds from the Pavement Management Annual Program - Holding Account (Project No. 2157) to fund the Measure Q Pavement Maintenance Project #5 – Zones 4 and 5, Project No. 2332.

Analysis

Capital Improvement Program (CIP) Project No. 2332 will include the slurry and cape seal of a number of residential streets in pavement maintenance Zones 4 and 5. The Pavement Maintenance Expenditure Plan approved by Council on October 13, 2015 included a preliminary assessment of the streets to be included in the project. A location map of the Pavement Maintenance zones and the preliminary assessment of streets to be addressed in the Pavement Maintenance Expenditure Plan are provided in Attachment 1. Engineering staff will review the preliminary assessment along with requests by area residents that were received, additional field reviews, and needs identified by Public Works maintenance staff to finalize the street selection for pavement treatment to be included in Project No. 2332.

Staff solicited a proposal from PEI for the design of Measure Q Pavement Maintenance Project #5 – Zones 4 and 5, Project No. 2332. PEI has extensive experience in the design of pavement maintenance and rehabilitation projects. PEI has completed the design of previous CIP projects similar to this type of project such as: FY 13-14 Pavement Maintenance project (Project No. 2267), and FY 14-15 Pavement Maintenance project (Project No. 2329). PEI also completed the design of Measure Q Pavement Repair Project # 3 (Walters Way, and Detroit Ave/Monument Blvd. intersection). This project was substantially completed in November 2016.

The PEI proposal fee to provide design services of \$96,710 is 4.2% of the total project budget of \$2.33 million. This fee falls within a reasonable range for this type of project. The delivery schedule for design of this project is within four months after approval of this agreement.

Each of these roadway improvement projects, similar to most CIP projects, follows a four step process:

- 1) Project scoping/preliminary design;
- 2) Project Design and Preparation of Engineering Plans and Specifications;
- 3) Project Bidding and construction contract award; and
- 4) Project Construction.

City Council Agenda Report

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Project design is expected to last approximately 4 months. This will be followed by advertising for construction bids and award of construction contracts for the project. Construction of this project is scheduled for summer 2017.

Environmental review will be done during design. City Council will make the final environmental determination when the construction contract is awarded.

Financial Impact

The project budget, which includes the use of Gas Tax and Measure Q Local funds, is sufficient to fully fund the cost of this work.

Public Contact

The City Council Agenda was posted.

Attachments

1. Map of Maintenance Zones and Project Location Map with Street List
2. Agreement for Professional Services with Pavement Engineering Inc. for Measure Q Pavement Maintenance Project #5 – Zones 4 and 5, Project No. 2332

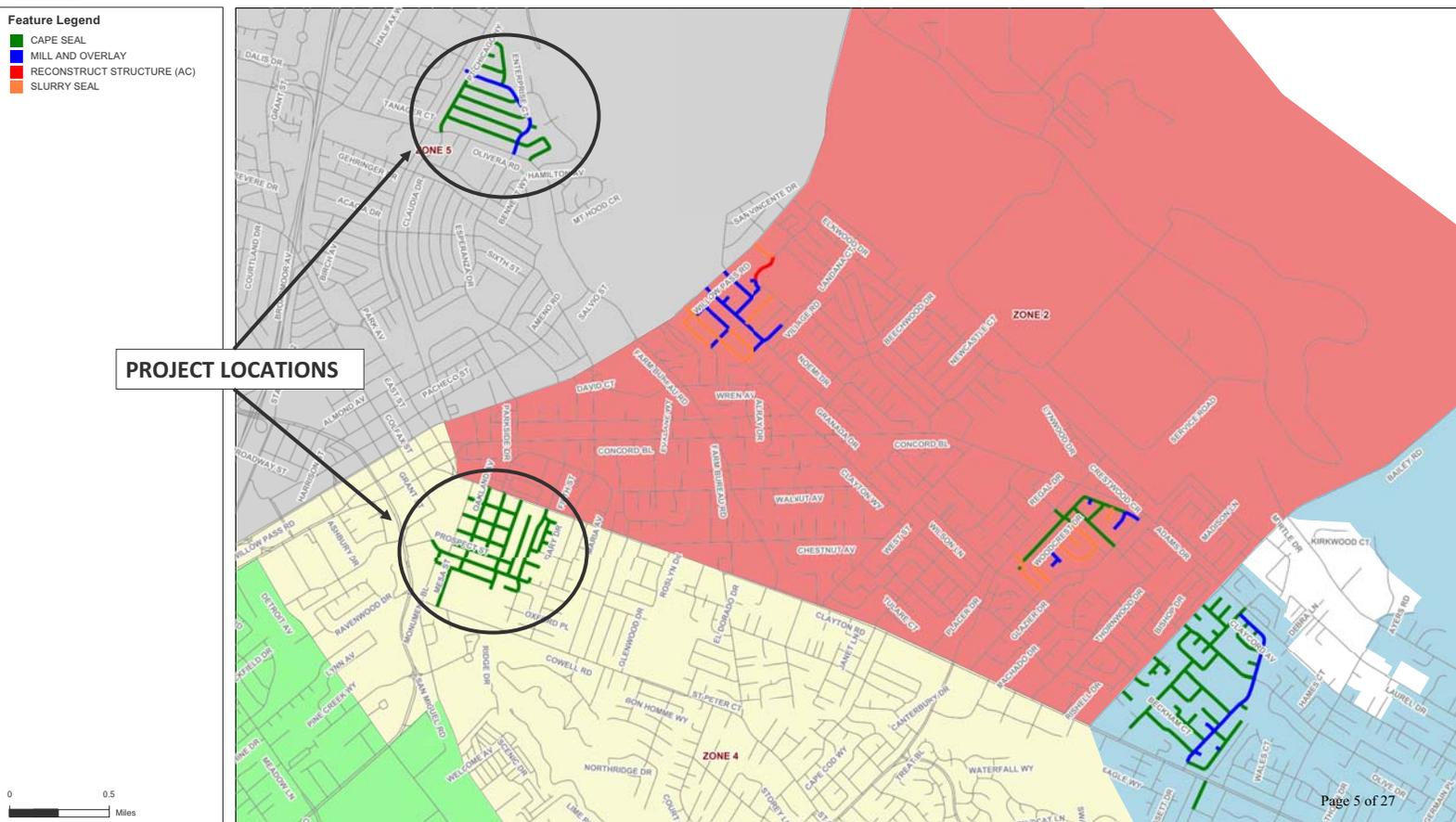


City of Concord

Location Map

- Feature Legend**
- CAPE SEAL
 - MILL AND OVERLAY
 - RECONSTRUCT STRUCTURE (AC)
 - SLURRY SEAL

PROJECT LOCATIONS



PROJECT	Street Name	Beginning Location	End Location	Functional Class	Area (SY)	Zone	PCI	Sub-Zone	PCI	After Treatment PCI	PCI Increase	Field Review Treatment Recommendation	Average % Base Repair	Base Repair Cost	Treatment Unit Cost (\$/SY)	Treatment Cost	PRONG 3 Total Cost
ZONE 4C	ALMAR ST	COWELL RD	CRAWFORD ST	R	3,098	Z4	50	4C	48	63	14	Cape Seal	12%	\$ 30,116	\$ 16.09	\$ 49,852	\$ 79,968
	ATLANTIC ST	OAKLAND AVE	SAN JOSE AVE	R	1,162	Z4	44	4C	42	59	17	Cape Seal	12%	\$ 11,298	\$ 16.09	\$ 18,702	\$ 30,000
	ATLANTIC ST	SAN JOSE AV	SANTA CLARA AVE	R	877	Z4	38	4C	37	56	19	Cape Seal	12%	\$ 8,520	\$ 16.09	\$ 14,104	\$ 22,624
	ATLANTIC ST	SANTA CLARA AV	SAN CARLOS AV	R	810	Z4	49	4C	47	62	15	Cape Seal	12%	\$ 7,874	\$ 16.09	\$ 13,035	\$ 20,909
	CARLTON DR	MT DIABLO ST	LAGUNA ST	R	821	Z4	50	4C	48	62	14	Cape Seal	12%	\$ 7,983	\$ 16.09	\$ 13,215	\$ 21,199
	CARLTON DR	LAGUNA ST	END	R	4,037	Z4	56	4C	55	67	12	Cape Seal	12%	\$ 39,240	\$ 16.09	\$ 64,955	\$ 104,195
	CRAWFORD ST	MESA ST	ALMAR ST	R	965	Z4	44	4C	42	59	17	Cape Seal	12%	\$ 9,379	\$ 16.09	\$ 15,525	\$ 24,904
	CRAWFORD ST	ALMAR ST	SAN JOSE AV	R	610	Z4	46	4C	44	60	16	Cape Seal	12%	\$ 5,925	\$ 16.09	\$ 9,808	\$ 15,733
	CRAWFORD ST	SAN JOSE AV	SAN CARLOS AV	R	2,109	Z4	34	4C	33	55	22	Cape Seal	12%	\$ 20,498	\$ 16.09	\$ 33,932	\$ 54,430
	DOVER WY	FIFTH AV	GARY DR	R	642	Z4	65	4C	64	74	10	Cape Seal	12%	\$ 6,237	\$ 16.09	\$ 10,324	\$ 16,561
	FIFTH AV	WILDEWOOD DR	MT DIABLO ST	R	880	Z4	38	4C	37	56	20	Cape Seal	12%	\$ 8,554	\$ 16.09	\$ 14,159	\$ 22,713
	FIFTH AV	MT DIABLO ST	MARVELLE LN	R	1,357	Z4	40	4C	39	57	18	Cape Seal	12%	\$ 13,187	\$ 16.09	\$ 21,829	\$ 35,016
	FIFTH AV	MARVELLE LN	DOVER WY	R	773	Z4	45	4C	43	59	16	Cape Seal	12%	\$ 7,517	\$ 16.09	\$ 12,443	\$ 19,960
	FIFTH AV	DOVER WY	MONTEBELLO CT	R	1,896	Z4	54	4C	52	65	13	Cape Seal	12%	\$ 18,431	\$ 16.09	\$ 30,510	\$ 48,941
	FIFTH AV	MONTEBELLO CT	CLAYTON RD	R	558	Z4	48	4C	46	61	15	Cape Seal	12%	\$ 5,426	\$ 16.09	\$ 8,982	\$ 14,408
	GARY DR	DOVER WY	JEN CT	R	774	Z4	59	4C	58	69	11	Cape Seal	12%	\$ 7,520	\$ 16.09	\$ 12,448	\$ 19,968
	GARY DR	JEN CT	LONEE CT	R	774	Z4	54	4C	52	65	13	Cape Seal	12%	\$ 7,520	\$ 16.09	\$ 12,448	\$ 19,968
	GARY DR	LONEE CT	MONTEBELLO CT	R	774	Z4	63	4C	62	72	10	Cape Seal	12%	\$ 7,520	\$ 16.09	\$ 12,448	\$ 19,968
	JEN CT	GARY DR	END	R	579	Z4	70	4C	69	78	9	Cape Seal	12%	\$ 5,631	\$ 16.09	\$ 9,321	\$ 14,953
	LAGUNA ST	OAKLAND AV	SAN JOSE AV	R	1,021	Z4	40	4C	39	57	18	Cape Seal	12%	\$ 9,928	\$ 16.09	\$ 16,435	\$ 26,363
LAGUNA ST	SAN JOSE AV	SANTA CLARA AV	R	1,062	Z4	38	4C	37	56	20	Cape Seal	12%	\$ 10,323	\$ 16.09	\$ 17,088	\$ 27,410	

PROJECT	Street Name	Beginning Location	End Location	Functional Class	Area (SY)	Zone	PCI	Sub-Zone	PCI	After Treatment PCI	PCI Increase	Field Review Treatment Recommendation	Average % Base Repair	Base Repair Cost	Treatment Unit Cost (\$/SY)	Treatment Cost	PRONG 3 Total Cost
	LAGUNA ST	SANTA CLARA AV	SAN CARLOS AV	R	1,110	Z4	40	4C	39	57	18	Cape Seal	12%	\$ 10,789	\$ 16.09	\$ 17,860	\$ 28,649
	LAGUNA ST	SAN CARLOS AV	CARLETON DR	R	880	Z4	46	4C	44	60	16	Cape Seal	12%	\$ 8,554	\$ 16.09	\$ 14,159	\$ 22,713
	LONEE CT	GARY DR	END	R	579	Z4	60	4C	59	70	11	Cape Seal	12%	\$ 5,631	\$ 16.09	\$ 9,321	\$ 14,953
	MARVELLE LN	FIFTH AV	END	R	1,360	Z4	43	4C	42	59	17	Cape Seal	12%	\$ 13,222	\$ 16.09	\$ 21,888	\$ 35,110
	MESA ST	CRAWFORD ST	MT DIABLO ST	R	680	Z4	88	4C	87	93	6	Cape Seal	12%	\$ 6,609	\$ 16.09	\$ 10,939	\$ 17,548
	MONTEBELLO CT	FIFTH AV	GARY DR	R	389	Z4	59	4C	57	69	11	Cape Seal	12%	\$ 3,778	\$ 16.09	\$ 6,254	\$ 10,031
	MONTEBELLO CT	GARY DR	END	R	704	Z4	48	4C	46	61	15	Cape Seal	12%	\$ 6,843	\$ 16.09	\$ 11,327	\$ 18,170
	MT DIABLO ST	VERNA CR	FIFTH AV	R	750	Z4	75	4C	74	82	9	Cape Seal	12%	\$ 7,292	\$ 16.09	\$ 12,071	\$ 19,363
	MT DIABLO ST	FIFTH AV	CARLETON DR	R	750	Z4	82	4C	81	88	7	Cape Seal	12%	\$ 7,292	\$ 16.09	\$ 12,071	\$ 19,363
	MT DIABLO ST	CARLETON DR	SAN CARLOS AV	R	939	Z4	65	4C	64	74	10	Cape Seal	12%	\$ 9,124	\$ 16.09	\$ 15,103	\$ 24,227
	MT DIABLO ST	SAN CARLOS AV	SAN JOSE AV	R	2,710	Z4	59	4C	57	69	11	Cape Seal	12%	\$ 26,338	\$ 16.09	\$ 43,599	\$ 69,936
	MT DIABLO ST	SAN JOSE AV	OAKLAND AV	R	1,357	Z4	55	4C	54	66	12	Cape Seal	12%	\$ 13,187	\$ 16.09	\$ 21,829	\$ 35,016
	MT DIABLO ST	OAKLAND AV	MESA ST	R	825	Z4	36	4C	35	55	21	Cape Seal	12%	\$ 8,020	\$ 16.09	\$ 13,276	\$ 21,296
	MT DIABLO ST	MESA ST	LAGUNA ST	R	1,027	Z4	64	4C	63	73	10	Cape Seal	12%	\$ 9,979	\$ 16.09	\$ 16,519	\$ 26,498
	PACIFIC ST	OAKLAND AV	SAN JOSE AV	R	1,188	Z4	50	4C	48	63	14	Cape Seal	12%	\$ 11,551	\$ 16.09	\$ 19,120	\$ 30,671
	PACIFIC ST	SAN JOSE AV	SANTA CLARA AV	R	882	Z4	41	4C	40	58	18	Cape Seal	12%	\$ 8,570	\$ 16.09	\$ 14,186	\$ 22,756
	PACIFIC ST	SANTA CLARA AV	SAN CARLOS AV	R	882	Z4	45	4C	43	59	16	Cape Seal	12%	\$ 8,570	\$ 16.09	\$ 14,186	\$ 22,756
	PROSPECT ST	OAKLAND AV	SAN JOSE AV	R	1,162	Z4	40	4C	39	57	18	Cape Seal	12%	\$ 11,298	\$ 16.09	\$ 18,702	\$ 30,000
	PROSPECT ST	SAN JOSE AV	SANTA CLARA AV	R	920	Z4	34	4C	33	55	22	Cape Seal	12%	\$ 8,942	\$ 16.09	\$ 14,803	\$ 23,745
	PROSPECT ST	SANTA CLARA AV	SAN CARLOS AV	R	810	Z4	34	4C	33	55	22	Cape Seal	12%	\$ 7,874	\$ 16.09	\$ 13,035	\$ 20,909
	SAN CARLOS AV	END	CRAWFORD ST	R	376	Z4	51	4C	49	63	14	Cape Seal	12%	\$ 3,650	\$ 16.09	\$ 6,043	\$ 9,693

PROJECT	Street Name	Beginning Location	End Location	Functional Class	Area (SY)	Zone	PCI	Sub-Zone	PCI	After Treatment PCI	PCI Increase	Field Review Treatment Recommendation	Average % Base Repair	Base Repair Cost	Treatment Unit Cost (\$/SY)	Treatment Cost	PRONG 3 Total Cost	
	SAN CARLOS AV	CRAWFORD ST	MT DIABLO ST	R	763	Z4	46	4C	44	60	16	Cape Seal	12%	\$ 7,413	\$ 16.09	\$ 12,271	\$ 19,684	
	SAN CARLOS AV	MT DIABLO ST	LAGUNA ST	R	792	Z4	40	4C	39	57	18	Cape Seal	12%	\$ 7,698	\$ 16.09	\$ 12,743	\$ 20,442	
	SAN CARLOS AV	LAGUNA ST	PROSPECT ST	R	803	Z4	36	4C	35	56	21	Cape Seal	12%	\$ 7,802	\$ 16.09	\$ 12,915	\$ 20,717	
	SAN CARLOS AV	PROSPECT ST	ATLANTIC ST	R	987	Z4	37	4C	36	56	20	Cape Seal	12%	\$ 9,590	\$ 16.09	\$ 15,875	\$ 25,466	
	SAN CARLOS AV	ATLANTIC ST	PACIFIC ST	R	987	Z4	38	4C	37	56	19	Cape Seal	12%	\$ 9,590	\$ 16.09	\$ 15,875	\$ 25,466	
	SAN CARLOS AV	PACIFIC ST	CLAYTON RD	R	952	Z4	54	4C	53	65	13	Cape Seal	12%	\$ 9,253	\$ 16.09	\$ 15,318	\$ 24,571	
	SAN JOSE AV	CRAWFORD ST	MT DIABLO ST	R	610	Z4	42	4C	41	58	17	Cape Seal	12%	\$ 5,925	\$ 16.09	\$ 9,808	\$ 15,733	
	SAN JOSE AV	MT DIABLO ST	LAGUNA ST	R	610	Z4	36	4C	35	56	21	Cape Seal	12%	\$ 5,925	\$ 16.09	\$ 9,808	\$ 15,733	
	SAN JOSE AV	LAGUNA ST	PROSPECT ST	R	763	Z4	32	4C	31	54	23	Cape Seal	12%	\$ 7,413	\$ 16.09	\$ 12,271	\$ 19,684	
	SAN JOSE AV	PROSPECT ST	ATLANTIC ST	R	881	Z4	44	4C	42	59	17	Cape Seal	12%	\$ 8,559	\$ 16.09	\$ 14,168	\$ 22,727	
	SAN JOSE AV	ATLANTIC ST	PACIFIC ST	R	881	Z4	46	4C	44	60	16	Cape Seal	12%	\$ 8,559	\$ 16.09	\$ 14,168	\$ 22,727	
	SAN JOSE AV	PACIFIC ST	CLAYTON RD	R	740	Z4	38	4C	37	56	19	Cape Seal	12%	\$ 7,190	\$ 16.09	\$ 11,901	\$ 19,091	
	SANTA CLARA AV	LAGUNA ST	PROSPECT ST	R	765	Z4	56	4C	55	67	12	Cape Seal	12%	\$ 7,439	\$ 16.09	\$ 12,314	\$ 19,753	
	SANTA CLARA AV	PROSPECT ST	ATLANTIC ST	R	925	Z4	49	4C	47	62	15	Cape Seal	12%	\$ 8,994	\$ 16.09	\$ 14,889	\$ 23,883	
	SANTA CLARA AV	ATLANTIC ST	PACIFIC ST	R	941	Z4	48	4C	46	61	15	Cape Seal	12%	\$ 9,150	\$ 16.09	\$ 15,146	\$ 24,296	
	SANTA CLARA AV	PACIFIC ST	CLAYTON RD	R	845	Z4	49	4C	47	62	15	Cape Seal	12%	\$ 8,217	\$ 16.09	\$ 13,601	\$ 21,818	
	VERNA CR	MT DIABLO ST	END	R	466	Z4	45	4C	43	59	16	Cape Seal	12%	\$ 4,526	\$ 16.09	\$ 7,493	\$ 12,019	
	WILDEWOOD DR	END	FIFTH AV	R	1,162	Z4	43	4C	42	59	17	Cape Seal	12%	\$ 11,298	\$ 16.09	\$ 18,702	\$ 30,000	
TOTAL																	\$	1,567,404

PROJECT	Street Name	Beginning Location	End Location	Functional Class	Area (SY)	Zone	PCI	Sub-Zone	PCI	After Treatment PCI	PCI Increase	Field Review Treatment Recommendation	Average % Base Repair	Base Repair Cost	Treatment Unit Cost (\$/SY)	Treatment Cost	PRONG 3 Total Cost
ZONE 5B	DOE CT	ESPERANZA DR	END	R	590	Z5	48	5B2	47	61	15	Cape Seal	3%	\$ 1,435	\$ 16.09	\$ 9,498	\$ 10,933
	DORMER AV	E OLIVERA RD	MONTGOMERY AV	R	1,501	Z5	66	5B2	65	75	10	Cape Seal	10%	\$ 12,155	\$ 16.09	\$ 24,144	\$ 36,298
	DORMER AV	MONTGOMERY AV	PRESTWICK AV	R	1,131	Z5	48	5B2	47	61	15	Cape Seal	10%	\$ 9,158	\$ 16.09	\$ 18,191	\$ 27,348
	DORMER AV	PRESTWICK AV	SARATOGA AV	R	1,089	Z5	73	5B2	72	81	9	Cape Seal	10%	\$ 8,825	\$ 16.09	\$ 17,529	\$ 26,354
	DORMER AV	SARATOGA AV	HAMILTON AV	R	1,089	Z5	70	5B2	69	78	9	Cape Seal	10%	\$ 8,825	\$ 16.09	\$ 17,529	\$ 26,354
	DORMER AV	HAMILTON AV	ESPERANZA DR	R	1,151	Z5	59	5B2	57	69	11	Cape Seal	10%	\$ 9,324	\$ 16.09	\$ 18,521	\$ 27,845
	DORMER AV	ESPERANZA DR	PURLEY LN	R	1,027	Z5	77	5B2	76	85	8	Cape Seal	10%	\$ 8,316	\$ 16.09	\$ 16,519	\$ 24,835
	DORMER AV	PURLEY LN	DORMER CT	R	972	Z5	61	5B2	60	70	11	Cape Seal	10%	\$ 7,871	\$ 16.09	\$ 15,634	\$ 23,505
	DORMER AV	DORMER CT	DUMBARTON ST	R	1,210	Z5	63	5B2	62	72	10	Cape Seal	10%	\$ 9,801	\$ 16.09	\$ 19,469	\$ 29,270
	DORMER AV	DUMBARTON ST	END	R	1,577	Z5	65	5B2	64	74	10	Cape Seal	10%	\$ 12,771	\$ 16.09	\$ 25,369	\$ 38,140
	DORMER CT	DORMER AV	END	R	1,100	Z5	47	5B2	46	61	15	Cape Seal	10%	\$ 8,910	\$ 16.09	\$ 17,699	\$ 26,609
	DUMBARTON ST	ESPERANZA DR	PURLEY LN	R	1,162	Z5	35	5B2	34	55	21	Cape Seal	3%	\$ 2,824	\$ 16.09	\$ 18,702	\$ 21,526
	DUMBARTON ST	PURLEY LN	DORMER AV	R	2,673	Z5	35	5B2	34	55	21	Cape Seal	3%	\$ 6,495	\$ 16.09	\$ 43,009	\$ 49,504
	ESPERANZA DR	E OLIVERA RD	MONGOMERY AV	R	1,028	Z5	43	5B2	41	100	59	Mill and Overlay	7%	\$ 5,828	\$ 37.00	\$ 38,028	\$ 43,855
	ESPERANZA DR	MONGOMERY AV	PRESTWICK AV	R	867	Z5	52	5B2	51	100	49	Mill and Overlay	7%	\$ 4,918	\$ 37.00	\$ 32,095	\$ 37,014
	ESPERANZA DR	PRESTWICK AV	DOE CT	R	1,131	Z5	38	5B2	37	100	63	Mill and Overlay	7%	\$ 6,410	\$ 37.00	\$ 41,831	\$ 48,241
	ESPERANZA DR	DOE CT	SARATOGA AV	R	1,085	Z5	40	5B2	38	100	62	Mill and Overlay	7%	\$ 6,154	\$ 37.00	\$ 40,157	\$ 46,311
	ESPERANZA DR	SARATOGA AV	HAMILTON AV	R	1,583	Z5	38	5B2	37	100	63	Mill and Overlay	7%	\$ 8,974	\$ 37.00	\$ 58,563	\$ 67,537
	ESPERANZA DR	HAMILTON AV	DUMBARTON ST	R	1,973	Z5	68	5B2	67	100	33	Mill and Overlay	7%	\$ 11,189	\$ 37.00	\$ 73,013	\$ 84,202

PROJECT	Street Name	Beginning Location	End Location	Functional Class	Area (SY)	Zone	PCI	Sub-Zone	PCI	After Treatment PCI	PCI Increase	Field Review Treatment Recommendation	Average % Base Repair	Base Repair Cost	Treatment Unit Cost (\$/SY)	Treatment Cost	PRONG 3 Total Cost
	ESPERANZA DR	DUMBARTON ST	DORMER AV	R	2,919	Z5	69	5B2	68	100	32	Mill and Overlay	7%	\$ 16,550	\$ 37.00	\$ 107,999	\$ 124,549
	ESPERANZA DR	DORMER AV	END	R	370	Z5	56	5B2	55	100	45	Mill and Overlay	8%	\$ 2,398	\$ 37.00	\$ 13,690	\$ 16,088
	HAMILTON AV	DORMER AV	ESPERANZA DR	R	4,253	Z5	45	5B2	43	60	16	Cape Seal	3%	\$ 10,336	\$ 16.09	\$ 68,436	\$ 78,772
	HAMILTON AV	ESPERANZA DR	CITY LIMIT	R	469	Z5	59	5B2	57	69	11	Cape Seal	3%	\$ 1,139	\$ 16.09	\$ 7,541	\$ 8,680
	MONTGOMERY AV	DORMER AV	ESPERANZA DR	R	5,669	Z5	42	5B2	40	58	18	Cape Seal	3%	\$ 13,775	\$ 16.09	\$ 91,209	\$ 104,984
	MONTGOMERY AV	ESPERANZA DR	WEXFORD DR	R	2,130	Z5	65	5B2	64	74	10	Cape Seal	3%	\$ 5,177	\$ 16.09	\$ 34,277	\$ 39,454
	PRESTWICK AV	DORMER AV	ESPERANZA DR	R	5,614	Z5	65	5B2	64	74	10	Cape Seal	3%	\$ 13,641	\$ 16.09	\$ 90,324	\$ 103,965
	PURLEY LN	DORMER AV	DUMBARTON ST	R	2,066	Z5	57	5B2	56	68	12	Cape Seal	3%	\$ 5,020	\$ 16.09	\$ 33,238	\$ 38,258
	SARATOGA AV	DORMER AVE	ESPERANZA DR	R	5,610	Z5	46	5B2	45	60	16	Cape Seal	3%	\$ 13,632	\$ 16.09	\$ 90,265	\$ 103,897
	WEXFORD DR	E OLIVERA RD	MONTGOMERY AV	R	2,875	Z5	49	5B2	48	62	14	Cape Seal	3%	\$ 6,985	\$ 16.09	\$ 46,253	\$ 53,239
TOTAL																\$	1,367,566

AGREEMENT FOR PROFESSIONAL SERVICES

1 THIS AGREEMENT (“Agreement”) is entered into on December 13, 2016 between the City
2 of Concord (“CITY”) and **Pavement Engineering Inc.**, 3485 Sacramento Dr., Suite A, San Luis
3 Obispo, CA, 93401 (“CONSULTANT”).

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

6 The CITY desires to contract with Pavement Engineering Inc. and Pavement Engineering Inc.
7 to contract with the CITY for provision by Pavement Engineering Inc. to the City for professional
8 services with **Project No. 2332 (Measure Q Pavement Maintenance Project #5 – Zones 4 & 5)** as
9 further described in Section 2 of this Agreement, upon the terms and conditions hereinafter set forth.

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

12 **1. TERM.** This Agreement shall commence on **December 13, 2016** and expire on
13 **December 13, 2017.**

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

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

24 **2. SCOPE OF SERVICES.** Subject to such policy direction and approvals provided by
25 the CITY's Authorized Representative, CONSULTANT shall provide design and construction support
26 services for Project No. 2332 (Measure Q Pavement Maintenance Project #5 – Zones 4 & 5) described
27 in detail in Exhibit A, a proposal from Pavement Engineering Inc., dated November 17, 2016 attached
28 hereto and made a part hereof. CITY retains all rights of approval and discretion with respect to the

1 projects and undertakings contemplated by this Agreement.

2 **3. PAYMENT.** The compensation to be paid to CONSULTANT including payment for
3 professional services and reimbursable expenses, shall be at the rate and schedules in detail in Exhibit
4 A. However, in no event shall the amount CITY pays CONSULTANT exceed ninety-six thousand
5 seven hundred ten dollars (\$96,710) for the term of this Agreement. Any Amendment to this
6 Agreement that includes an increase to this compensation amount shall be made in accordance with
7 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 Joseph L. Ririe, Principal.

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

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

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

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

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

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

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

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

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

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

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

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

11 **10. INDEMNIFICATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

26 **13. SUSPENSION OF WORK.** CITY may, at any time, by ten (10) days' written notice,
27 suspend further performance by CONSULTANT. All suspensions shall extend the time schedule for
28

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

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

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

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

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

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

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

2 **16. CONFLICT OF INTEREST.**

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

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

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

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

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

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

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

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

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

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

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

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

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

5 **CONSULTANT**

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

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

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

14 APPROVED AS TO FORM:

14 ATTEST:

15 _____
16 City Attorney

15 _____
16 City Clerk

17 Date: _____, 2016

18 FINANCE DIRECTOR'S CERTIFICATION:

19 Concord, California

20 Date: _____, 2016

21
22 I HEREBY CERTIFY THAT ADEQUATE FUNDS EXIST OR WILL BE RECEIVED
23 DURING THE CURRENT FISCAL YEAR 2016/17 TO PAY THE ANTICIPATED
24 EXPENSES TO BE INCURRED PURSUANT TO THIS CONTRACT.
25 THE SUM OF **\$96,710**

26 Account Code: 4089500C999-74500/4082332113-74500

27 _____
28 Finance Director's Signature



November 17, 2016

MP16-437B

Aldrich R. Bautista, P.E.
Associate Civil Engineer
City of Concord
1950 Parkside Drive, MS/40
Concord, CA 94519

Subject: Measure Q Pavement Repair Project 5, Zones 4 and 5

Dear Aldrich:

We appreciate the opportunity to propose for a PS&E package for the Measure Q Pavement Repair Project 5. Our scope of work and fees for these services is outlined below.

DESCRIPTION OF SERVICES

The City of Concord has budgeted approximately \$1.65M for a pavement pothole and base repair project to be concentrated in Zones 4 and 5. This project includes performing a visual review, developing recommendations, evaluating the pavement, developing contract documents and estimates.

Pavement Engineering Inc.'s (PEI) approach will be accomplished in four tasks: 1) perform a visual evaluation; 2) measurement of field quantities; 3) preparation of plans, specifications and estimates and 4) construction support services.

PREPARATION OF CONTRACT DOCUMENTS (PS&E)

Task 1 – Visual Inspection of all Streets within Zones 4 and 5

PEI Engineers will perform a visual evaluation of the condition of streets within PMP Zones 4 and 5. The evaluation will confirm the next maintenance treatment and associated costs for each listed street. As part of this task, PEI will prepare a preliminary budget. After our review, we will meet with City staff to review our findings, budget and finalize the project street list.

Task 2 – Measurement of Field Quantities

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

Serving California since 1987

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

Task 3 – Preparation of Plans, Specifications and Estimates

PEI will compile all field quantities collected as part of Task 2 into individual engineer's estimates by street segment and will provide a summary spreadsheet and drafted plans showing the repair areas. This portion of Task 3 will be considered the 65% submittal.

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

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

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

Task 4 – Construction Support Services

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

As part of our scope of services, PEI will provide technical assistance and assist City staff in the preparation of change orders. PEI will provide as-built drawings at the end of the project. PEI will attend meetings as requested by the City. We will provide these services as part of the contract with the City.

DELIVERABLES

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



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PROPOSED WORK SCHEDULE

PEI understands time is of the essence and is committed to delivering a quality product on time. We estimate that PEI can deliver a 90% submittal to the City for review by February 10, 2017. A project schedule, with specific milestones will be worked out and submitted to the City after a notice to proceed.

PROPOSAL FEE & FEE BREAKDOWN

PEI's estimated fee is \$96,710, which is based on construction costs of approximately \$1,650,000, as well as on our experience with similar projects.

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

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

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

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

Very truly yours,
PAVEMENT ENGINEERING INC.



Joseph L. Ririe, P.E.
Principal

Enclosures: Fee breakdown
Proposal conditions
Project schedule breakdown

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

Aldrich R. Bautista, P.E.
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**FEE BREAKDOWN SCHEDULE
 CITY OF CONCORD
 MEASURE Q PAVEMENT REPAIR PROJECT NO. 5
 PMP ZONES 4 & 5**

TASK 1 VISUAL INSPECTION OF ALL STREETS IN ZONES 4 & 5			
Position	Rate	Unit	Total
Senior Principal Engineer	\$210	4	\$840
Assistant Engineer	145	4	580
Senior Engineering Technician	125	8	1,000
Estimated Fee Task 1:			\$2,420
TASK 2 MEASUREMENT OF FIELD QUANTITIES			
Senior Principal Engineer	\$210	20	\$4,200
Assistant Engineer	145	90	13,050
Senior Engineering Technician	125	90	11,250
Estimated Fee Task 2:			\$28,500
TASK 3 PREPARE CONTRACT DOCUMENTS AND ESTIMATES			
Senior Principal Engineer	\$210	25	\$5,250
Assistant Engineer	145	39	5,655
Senior Engineering Technician	125	65	8,125
Engineering Technician	120	65	7,800
CAD Drafting	120	88	10,560
Estimated Fee Task 3:			\$37,390
TASK 4 CONSTRUCTION SUPPORT SERVICES			
Senior Principal Engineer	\$210	80	\$16,800
Assistant Engineer	145	80	11,600
Estimated Fee Task 4:			\$28,400
TOTAL ESTIMATED PROJECT FEE:			\$96,710

11/18/16
 Ok. - AB

Aldrich R. Bautista, P.E.
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PROPOSAL CONDITIONS

1. Proposal is valid for thirty days from the date of the proposal.
2. ~~All work shall be performed utilizing common methods and practices of the civil engineering profession.~~ Reports and construction documents will be signed by a registered civil engineer.
3. Fees for Lump Sum or Unit Price Proposals will be charged at the quoted price. The quoted prices include all laboratory testing costs. Fees for Engineering and Technical Services on a Time and Materials Basis will be charged at the applicable hourly rates of the current PEI Fee Schedule.
4. ~~The proposal is based upon providing liability insurance with limits up to \$1,000,000.~~
5. ~~One copy of an Engineering Report or Plans and Specifications will be provided to the Owner of a project. Additional copies are \$35 each.~~
6. ~~Payment: Invoices will be submitted at the completion of the work for Engineering Reports. Inspection fees will be invoiced on a monthly basis. All invoices are due upon receipt. Interest of 1-1/2% per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by the client.~~

