

**REPORT TO MAYOR AND COUNCIL**

**TO THE HONORABLE MAYOR AND COUNCIL:**

DATE: April 12, 2011

**SUBJECT: APPROVE THE CONSOLIDATION OF PROJECT NO. 2172 (MONUMENT CORRIDOR SHARED USE TRAIL PROJECT) INTO PROJECT NO. 2169 (MONUMENT CORRIDOR PEDESTRIAN AND BIKEWAY NETWORK IMPROVEMENTS); APPROVE THE CONSOLIDATION OF THE PROJECTS' BUDGETS; AND APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH NOLTE ASSOCIATES, INC. OF WALNUT CREEK IN THE AMOUNT OF \$127,457 TO PROVIDE DESIGN SERVICES ON THE CONSOLIDATED PROJECT NO. 2169 (MONUMENT CORRIDOR PEDESTRIAN AND BIKEWAY NETWORK IMPROVEMENTS) (CMA BLOCK, STIP-TE AND TDA GRANT & REDEVELOPMENT FUNDS)**

**Report in Brief**

Project No. 2169 (Monument Corridor Pedestrian and Bikeway Network Improvements) and Project No. 2172 (Monument Corridor Shared Use Trail Project) are both federally funded projects which provide for the installation of various pedestrian and bicycle improvements throughout the Monument Corridor. Based on the similar scope of both of these projects, as well as the anticipated cost savings by designing, bidding, and constructing them together, Caltrans consolidated both projects into Project No. 2169 (Monument Corridor Pedestrian and Bikeway Network Improvements).

Staff issued an informal RFP to three firms who had been awarded Master Agreements for design services related to CIP Projects in July 2009. Nolte Associates, Inc. (Nolte) was one of the aforementioned firms and was chosen by a selection committee made up of Public Works and Engineering Services staff. Nolte started the preliminary design authorized by staff, with two Task Orders in the amount of \$49,766 and \$48,868 for Project Nos. 2169 and 2172, respectively. An additional \$127,457 is necessary to complete the plans and specifications for the consolidated Project No. 2169, which exceeds staff authority and requires approval by City Council.

Staff recommends that the City Council approve the consolidation of Project No. 2172 (Monument Corridor Shared Use Trail Project) into Project No. 2169 (Monument Corridor Pedestrian and Bikeway Network Improvements); approve the consolidation of the Projects' budgets; and approve a Professional Services Agreement with Nolte Associates, Inc. of Walnut Creek in the amount of \$127,457; and authorize the City Manager to execute the Agreement.

**APPROVE THE CONSOLIDATION OF PROJECT NO. 2172 (MONUMENT CORRIDOR SHARED USE TRAIL PROJECT) INTO PROJECT NO. 2169 (MONUMENT CORRIDOR PEDESTRIAN AND BIKEWAY NETWORK IMPROVEMENTS); APPROVE THE CONSOLIDATION OF THE PROJECTS' BUDGETS; AND APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH NOLTE ASSOCIATES, INC.**

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**Background**

Project No. 2169 (Monument Corridor Pedestrian and Bikeway Improvements)

On July 6, 2009, the City Council held a study session on the Monument Corridor Urban Design Plan & Design Guidelines and expressed interest in an alternate bike and pedestrian route for the Monument Corridor. In October 2009, the Contra Costa Transportation Authority (CCTA) issued a call for bicycle and pedestrian projects for State Transportation Improvement Program – Transportation Enhancement (STIP-TE) funds and Contra Costa County issued a call for bicycle and pedestrian projects for Transportation Development Act (TDA) Article 3 funds.

In response to these calls for projects, staff developed a conceptual design for Project No. 2169 (Monument Corridor Pedestrian and Bikeway Improvements) that will construct 0.80 miles of Class I Bikeway (a trail shared by pedestrians and bicyclists) from Monument Boulevard to Mayette Avenue and three miles of “sharrows” (pavement markings indicating a lane shared by bicyclists and motorist) along a network of streets including Linden Drive, Sunshine Drive, Meadow Lane, Detroit Avenue, and Walters Way. The project will provide an alternate route for pedestrians and bicyclists within the Monument Boulevard corridor.

Subsequently, staff submitted a \$985,000 STIP-TE grant application and a \$220,000 TDA grant application to help fund the project. The City was awarded a STIP-TE grant in the amount of \$944,000, and a TDA grant in the amount of \$110,000.

In July 2009, after participating in a Request for Qualifications (RFQ) process, Master Agreements for design services related to Capital Improvement Projects were awarded to Kier & Wright Civil Engineers & Surveyors (KW) of Livermore, Nolte Associates, Inc. (Nolte) of Walnut Creek, and Pavement Engineering, Inc. (PEI) of San Luis Obispo. The terms of the Master Agreements authorize staff to approve Task Orders up to \$75,000 for KW and Nolte, and \$45,000 for PEI. Task Orders with compensation exceeding these amounts are brought to the City Council for consideration.

On October 25, 2010 staff issued an informal RFP to the three aforementioned firms for design services on Project No. 2169. All three firms submitted proposals for consideration. A selection committee consisting of Public Works and Engineering Services staff reviewed and ranked each proposal. The scoring was based on each firm’s professional experience, design strategy, and ability to identify potential environmental issues (key to delivering the project on time). Based on the scoring, the committee ranked Nolte as the top-ranked firm. Notification letters were mailed to the other two firms. The letter offered a debriefing to the firms; no firms requested a debriefing.

Staff authorized Nolte to begin the preliminary design work with a Task Order in the amount of \$49,766. This initial authorization to begin design is within staff’s authorized limit.

**APPROVE THE CONSOLIDATION OF PROJECT NO. 2172 (MONUMENT CORRIDOR SHARED USE TRAIL PROJECT) INTO PROJECT NO. 2169 (MONUMENT CORRIDOR PEDESTRIAN AND BIKEWAY NETWORK IMPROVEMENTS); APPROVE THE CONSOLIDATION OF THE PROJECTS' BUDGETS; AND APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH NOLTE ASSOCIATES, INC.**

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Project No. 2172 (Monument Corridor Shared Use Trail)

The City Council approved Project No. 2172 (Monument Corridor Shared Use Trail) on February 23, 2010 when it authorized the filing of a \$1.5 million grant application with California State Parks for Proposition 84 Statewide Park Program (Prop. 84) funds, which was submitted in March 2010. This project extends the Class I Bikeway proposed for construction in Project No. 2169 from Mayette Avenue, along the abandoned Market Street right-of-way to Market Street/Meadow Lane. The trail will continue from Market Street/Meadow Lane, under Highway 242 through an existing tunnel, and then change to new curb gutter and sidewalk with sharrows along Franquette Avenue where it would join the Iron Horse Trail at Willow Pass Road.

In April 2010, the Contra Costa Transportation Authority issued a call for projects for Congestion Management Agency (CMA) Block Grant Bicycle Program. Based on the reduced funding amount available to Contra Costa County agencies, staff submitted a grant request in the amount of \$666,000 for a portion of Project No. 2172 to construct the trail from Mayette Avenue to Market Street/Meadow Lane. The Prop. 84 grant request was not approved; however, the CMA Bicycle Program grant request was approved for the full amount of \$666,000.

Based on the similar scope to Project No. 2169, staff determined that significant cost savings could be realized by utilizing the same designer and bidding the projects together to create a larger economy of scale for contractors. Staff authorized Nolte to begin the preliminary design work and prepare documents for a Caltrans "Field Review" with a second Task Order in the amount of \$48,868 for Project No. 2172.

**Discussion**

On December 21, 2010, Caltrans conducted a "Field Review" for both projects with staff. The field review is a mandatory meeting for federal aid projects and is intended to clearly define the location, scope, cost, and the other parameters of a federal aid project. During the Field Review, staff discussed consolidating Project No. 2169 and Project No. 2172, since both projects are similar in scope, federally funded and at the same location. Additionally both projects have a funding requirement to receive environmental clearance, right of way clearance and submit a design package to Caltrans by February 2012. The consolidation of these projects will reduce the overall cost of delivery of the project by streamlining all Caltrans processes as described above, reducing staff time in addressing all Caltrans processes and streamlining the bidding process. On January 19, 2011, Caltrans informed staff that the two projects had been merged into one project.

Staff requested that Nolte provide a full design proposal for the two combined projects to meet the February 2012 funding deadline. Nolte has submitted a proposal in the amount of \$226,091 for design services for the combined Project No. 2169. The preliminary Engineer's Estimate for total construction cost is estimated at \$1,662,532, which includes a 10% contingency. The Nolte proposal is 13.6% of the hard construction cost which is within the typical industry range of 10-15% for this type and size of project. Since the proposal exceeds staff's authorized limit as set forth in the Master Agreement, a separate Professional Services Agreement is necessary.

**APPROVE THE CONSOLIDATION OF PROJECT NO. 2172 (MONUMENT CORRIDOR SHARED USE TRAIL PROJECT) INTO PROJECT NO. 2169 (MONUMENT CORRIDOR PEDESTRIAN AND BIKEWAY NETWORK IMPROVEMENTS); APPROVE THE CONSOLIDATION OF THE PROJECTS' BUDGETS; AND APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH NOLTE ASSOCIATES, INC.**

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As discussed in Background, staff has authorized Nolte to begin the preliminary design work with Task Orders in the amount of \$49,766 and \$48,868 for Project Nos. 2169 and 2172, respectively. Thus, the remaining design fee requirement for the recommended PSA is \$127,457.

The current project schedule calls for submittal of Plans, Specifications & Estimate to Caltrans by February 2012; with construction scheduled to begin in summer 2012.

**Fiscal Impact**

Project No. 2169 (Monument Corridor Pedestrian and Bikeway Network Improvements) is funded by a STIP-TE grant in the amount of \$944,000, a TDA grant in the amount of \$110,000, and Redevelopment Agency funds in the amount of \$260,000. Project No. 2172 (Monument Corridor Shared Use Trail Project) is funded by a CMA Block grant in the amount of \$666,000, and Redevelopment Agency funds in the amount of \$120,000. Since the Prop. 84 grant request was not approved, staff will continue to look for additional grant funding sources to fund the remaining project scope beyond Market Street/Meadow Lane.

Caltrans has approved the consolidation of these two federally funded projects into Project No. 2169 (Monument Corridor Pedestrian and Bikeway Network Improvements). There is no general fund impact to this project and there are sufficient local funds in the project budget to pay for Nolte's services under the proposed Agreement (Attachment 1).

**Public Contact**

The City Council Agenda was posted.

**Recommendation for Action**

Staff recommends that the City Council approve the consolidation of Project No. 2172 (Monument Corridor Shared Use Trail Project) into Project No. 2169 (Monument Corridor Pedestrian and Bikeway Network Improvements); approve the consolidation of the Projects' budgets; and approve a Professional Services Agreement with Nolte Associates, Inc. of Walnut Creek in the amount of \$127,457; and authorize the City Manager to execute the Agreement.

Prepared by: Jeff Rogers, PE  
Associate Civil Engineer  
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Reviewed by: Danae Gemmell, PE  
Acting City Engineer  
[danea.gemmell@ci.concord.ca.us](mailto:danea.gemmell@ci.concord.ca.us)

  
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Daniel E. Keen  
City Manager  
[dan.keen@ci.concord.ca.us](mailto:dan.keen@ci.concord.ca.us)

**AGREEMENT FOR PROFESSIONAL SERVICES  
DESIGN PROFESSIONALS**

1 THIS AGREEMENT ("Agreement") is entered into on April 12, 2011 between the City of  
2 Concord (the "CITY") and **Nolte Associates, Inc.**, 201 North Civic Dr., Suite 255, Walnut Creek,  
3 California, 94596 (the "CONSULTANT").

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

6 The CITY desires to contract with Nolte Associates, Inc. and Nolte Associates, Inc. to contract  
7 with the CITY for provision by Nolte Associates, Inc. to the CITY for professional services in  
8 connection with **Monument Corridor Pedestrian and Bikeway Network Improvements, Project**  
9 **No. 2169** as further described herein, 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. **Effective Date.** The effective date of this Agreement is **April 12, 2011.**

13 2. **Services.** CONSULTANT shall provide design services for Monument Corridor  
14 Pedestrian and Bikeway Network Improvements, Project No. 2169 described in detail in Exhibit A,  
15 proposal from Nolte Associates, Inc., dated February 2011, attached hereto and made a part hereof.

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

21 4. **Authorized Representatives.** Authorized representatives shall represent CITY and  
22 CONSULTANT in all matters pertaining to the services to be ordered by CITY or rendered by  
23 CONSULTANT under this Agreement except where approval for the CITY is specifically required by  
24 the City Council. All requirements of CITY pertaining to the services to be rendered under this  
25 Agreement by CONSULTANT shall be submitted through these representatives and CITY shall  
26 cooperate with CONSULTANT in all matters relating to this Agreement in such a manner as will  
27 result in the performance of such work without delay.

1 CITY's authorized representative is authorized to execute on behalf of CITY, amendments to  
2 the agreement, including amendments providing for additional compensation to CONSULTANT, not  
3 to exceed \$20,000, including the base contract amount, throughout the remaining term of the  
4 agreement. The City Manager is authorized to approve amendments providing for additional  
5 compensation to CONSULTANT, not to exceed \$40,000, including the base contract amount  
6 throughout the remaining term of the agreement.

7 The CITY authorized representative is Danae Gemmell, PE, Acting City Engineer of Public  
8 Works and Engineering Services. The CONSULTANT authorized representative is Pat Flynn,  
9 Principal in Charge.

10 **5. Compensation.** CONSULTANT shall be compensated on a time and materials bases  
11 not to exceed **\$127,457** for basic services rendered under Section 2, as more particularly described in  
12 Exhibit A, Compensation; and CONSULTANT shall be compensated for additional services rendered  
13 under Section 3, as more particularly described in a fully approved and executed addendum to this  
14 Agreement.

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

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

23 **6. Term.** The term of this Agreement, subject to termination as set forth in Section 13,  
24 shall be from the effective date through **April 12, 2012.**

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

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

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

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

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

26           10.    Indemnification. CONSULTANT agrees to indemnify and hold harmless the CITY,  
27 its officers, agents, employees and volunteers from and against any and all claims, demands, actions,  
28 losses, damages, injuries, and liability (including all attorney's fees and other litigation expenses)

1 arising out of the negligent acts, errors, omissions, recklessness or willful misconduct of  
2 CONSULTANT in the performance of this Agreement.

3 The CONSULTANT will reimburse the CITY for any expenditures, including reasonable  
4 attorney fees, incurred by the CITY in defending against claims ultimately determined to be due to the  
5 negligent acts, errors, or omissions, recklessness or willful misconduct of the CONSULTANT.

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

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

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

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

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

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

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

7 (2) CONSULTANT'S insurance coverage shall be primary insurance with  
8 respect to CITY, its officers, officials, employees, and volunteers. Any insurance, risk  
9 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  
11 not contribute with it.

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

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

27 **12. Suspension of Work.** CITY may, at any time, by ten (10) days' written notice,  
28 suspend further performance by CONSULTANT. All suspensions shall extend the time schedule for

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

12 **14. Compliance with Civil Rights.** During the performance of this contract,  
13 CONSULTANT agrees as follows:

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

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

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

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

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

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

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

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

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

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

5           **22. Attorney's Fees.** If either party to this Agreement commences any legal action against  
6 the other party arising out of this Agreement, the prevailing party shall be entitled to recover its  
7 reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and  
8 attorney's fees.

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

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

17  
18           To CITY

**Danea Gemmell, PE, Acting City Engineer  
Public Works and Engineering Services  
City of Concord  
1950 Parkside Drive  
Concord, CA 94519-2578  
Phone: (925) 671-3470  
Fax: (925) 798-9692**

19  
20  
21  
22           To CONSULTANT


**Pat Flynn, Principal in Charge  
Nolte Associates, Inc.  
201 North Civic Dr., Suite 255  
Walnut Creek, California, 94596  
Phone: (408)892-4465  
Fax: (925)279-4467**

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

5 **CONSULTANT**

**CITY OF CONCORD, a Municipal Corporation**

6  
7 By:  \_\_\_\_\_

8  
9 By:  \_\_\_\_\_

10 Name: Pat Flynn  
11 Title: Principal in Charge  
12 Address: 201 North Civic Dr., Suite 255  
13 Walnut Creek,, California, 94596  
14 Telephone: (408)892-4465

15 Name: Daniel E. Keen  
16 Title: City Manager  
17 Address: 1950 Parkside Drive  
18 Concord, CA 94519  
19 Telephone: (925) 671-3150

20 APPROVED AS TO FORM:

ATTEST:

21 \_\_\_\_\_  
22 City Attorney

23 \_\_\_\_\_  
24 City Clerk

25 Date: \_\_\_\_\_, 2011

26 **FINANCE DIRECTOR'S CERTIFICATION:**

27 Concord, California

28 Date: \_\_\_\_\_, 2011

I HEREBY CERTIFY THAT ADEQUATE FUNDS EXIST OR WILL BE RECEIVED DURING THE CURRENT FISCAL YEAR 2010/11 TO PAY THE ANTICIPATED EXPENSES TO BE INCURRED PURSUANT TO THIS CONTRACT.

THE SUM OF \$127,457

Account Code 5009500C999 63242 5002169111 63242.

\_\_\_\_\_  
Finance Director's Signature

**SCOPE OF WORK**  
**MONUMENT SHARED USE TRAIL**  
**MEADOW LANE/MARKET STREET TO MAYETTE AVE (PHASE 1: PJ 2172)**  
**AND MAYETTE TO MONUMENT BLVD. PLUS SHARROWS ON**  
**APPROXIMATELY 3 MILES OF CITY STREETS (PHASE 2: PJ 2169)**  
**TOTAL FEE: \$226,091 -- \$48, 868 IN TASK ORDER #1, \$49,766 IN TASK**  
**ORDER #2, \$127,457 IN PSA.**

**FEBRUARY 2011**

**Task 1 - Project Management (Total \$13,197: \$1,782 in T.O.#1, \$5,328 in T.O. #2, \$6,087 in PSA)**

This task covers work needed for project setup, filing, site visits, meetings and coordination with the City, subconsultants, and utilities. A total of twenty (20) person-hours for the meetings are assumed. Also included is the Contra Costa County encroachment permit fee.

**Task 2 - Field Survey, Mapping, Right of Way Certificate, and Title Report (Total \$40,042: \$13, 188 in T.O.#1, \$23,292 in T.O.#2, \$3,562 in PSA)**

Nolte will perform a topographic survey for the design of the proposed trail improvements and prepare a base map. This map will be prepared at a scale of 1"=20' to show the location of existing trees (over 6" in diameter), walkways, fences, gates, adjacent roadways, and visible utility structures, such as manholes, meters, telephone and electric poles, cleanouts, underground utility signage and area drains within the trail project areas from fence line to fence line. The locations of underground utilities lines such as gas, water, electric, and telephone will be shown based upon available agency records. Mechanical detection of existing utilities is specifically excluded. Contours will be shown at one (1) foot intervals or as appropriate to clearly define the existing ground conditions and slopes. Spot elevations will be shown to an accuracy of 0.1 (one tenth) of a foot. We will establish control for the survey based on assumed coordinates tied to adjacent recorded subdivision monuments as the basis of bearings and Contra Costa County vertical control bench marks.

For Phase 1, Nolte will perform a record right-of-way and boundary survey analysis but the fee does not include the effort to prepare plat and legal descriptions for any additional easements.

For Phase 2, Nolte will locate a minimum of 2 record right of way monuments established by Contra Costa County as shown on Record of Survey No. 2330 which establishes the former Southern Pacific Railroad Right of Way.

After mapping of the project is complete, Nolte will perform a site visit to verify the information shown on the topographic drawing, and a subsequent site visit will be done after preliminary design to verify conflicts and design issues. This exercise will help ensure a biddable and buildable design is provided to the City.

Based on record information, Nolte staff will prepare the right of way certification documentation as required by Caltrans Local Assistance Procedures Manual.

Nolte will also obtain a title report for the Concord Self Storage property to help determine what rights that owner has over the City right of way on which the trail will be located.

**SCOPE OF WORK**  
**MONUMENT SHARED USE TRAIL**  
**MEADOW LANE/MARKET STREET TO MAYETTE AVE (PHASE 1: PJ 2172)**  
**AND MAYETTE TO MONUMENT BLVD. PLUS SHARROWS ON**  
**APPROXIMATELY 3 MILES OF CITY STREETS (PHASE 2: PJ 2169)**  
**TOTAL FEE: \$226,091 -- \$48, 868 IN TASK ORDER #1, \$49,766 IN TASK**  
**ORDER #2, \$127,457 IN PSA.**

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**Task 3 - Public Outreach Support (Total \$2,742: \$1,032 in T.O.#1, \$1,710 in PSA)**

Nolte staff will attend two (2) public neighborhood meetings intended to inform the City residents, businesses and other interested stakeholders. The Nolte team will prepare exhibits for these meetings, including landscaping and screening options, and be present to answer questions.

This scope provides for 16 hours of office staff time to prepare the exhibits and attend the meetings.

**Task 4 - Environmental Documentation Services (Total \$31,378: \$5,000 in T.O.#1, \$4,404 in T.O.#2, \$21,974 in PSA)**

As Nolte's subconsultant, LSA Associates, Inc. will assist the City in preparing the environmental for the project. We anticipate completion of the following tasks: towards the end result of obtaining CEQA/NEPA compliance:

- Conduct preliminary field work
- Prepare technical analysis
- Prepare environmental documentation
- Obtain agency clearances and concurrences
- Process environmental documents

**Task 4.1 - Preliminary Report**

**Data Collection/Field Visit.** Under this task, LSA will obtain and review all available documents that could provide environmental information for the trail project. LSA will also conduct a field visit to identify potential environmental issues and constraints.

**Review Preliminary Environmental Study (PES).** LSA will review a Preliminary Environmental Study (PES) (prepared by City staff) as required under Caltrans Local Assistance Procedures Manual (Environmental Procedures), for federally funded projects. The PES form will outline the recommended federal environmental documentation, technical studies, surveys, clearances, agency coordination and permits required for the trail project.

LSA (2 staff) will participate in a meeting and field visit with the City and Caltrans to review the draft PES, discuss the proposed project and visit the trail alignment. Caltrans will sign the PES form prior to LSA initiating technical studies. The preparation of the environmental technical reports will not begin until Caltrans' concurrence of the PES package has been received.

**SCOPE OF WORK  
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**Task 4.2 - Caltrans Environmental Clearance (Technical Studies)**

LSA will conduct the following technical studies that we anticipate being identified in the PES. If the PES determines that additional studies or analyses are required beyond the studies that are scoped below, a contract amendment would be required. Three (3) copies of each draft report and two (2) copies of each final report will be submitted to the City and Caltrans for review.

**Biology Technical Study**

Given the highly disturbed/urban nature of the setting, it is unlikely that significant adverse impacts to biological resources and special status species will occur. All issues regarding biological resources could be eliminated through review/approval of the PES Form process described above. However, in the absence of that determination, the following approach is proposed to address biological resources.

***Natural Environment Study (Minimal Impacts) (NES-MI).*** LSA will prepare a Natural Environment Study (Minimal Impacts) (NES-MI) in accordance with the most recent Caltrans' Guidance (January 2005). The NES-MI describes the biological resources present in the project area and evaluates project effects to those resources. A key objective of the NES-MI is to identify any special status plant or wildlife species, or sensitive habitats that may be affected by the project. The following tasks will be conducted:

- LSA will obtain a list of special status species from the U.S. Fish and Wildlife Service (USFWS) and will query the California Natural Diversity Data Base and California Native Plant Society Online Database. If needed, LSA biologists will informally coordinate with the California Department of Fish and Game (CDFG) and USFWS, as necessary, regarding the potential presence of special status species on the project site.
- One general field survey will be conducted to map biological resources, including any trees that might be affected by the trail improvements, and evaluate potential impacts from the proposed project. LSA will provide our professional judgment regarding whether the drainage ditch (Phase 1) is subject to the Corps or other agency jurisdiction.
- LSA will prepare the draft NES-MI for submittal to the City and/or other members of the project team for review. Following the internal review, the draft NES-MI will be prepared and submitted to Caltrans for review. Following revisions to the draft NES-MI, the final NES-MI will be prepared and submitted to Caltrans. We have budgeted for a maximum of 4 hours for responding to comments generated during the review process.

**Assumptions**

- The cost for this task assumes that a NES-MI will be the appropriate level of biological report required to meet Caltrans' requirements. If additional resource constraints or impacts are identified that would elevate the report requirements to a standard NES, a budget augment would be required.

**SCOPE OF WORK  
MONUMENT SHARED USE TRAIL  
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- The project will be evaluated to determine if any endangered, threatened, or other special-status species may be affected. The cost for this task assumes that the trail project will not involve any potential impacts to special-status species, thus requiring the preparation of a Biological Assessment (BA) in accordance with Caltrans guidelines. If listed species or habitat for listed species is identified within the project area that necessitates the preparation of a BA, a budget augment would be required.

### **Cultural Resources**

Caltrans may be able to screen the project in accordance with the 2004 Caltrans Programmatic Agreement, Attachment 2, Screened Undertaking category #8, "Addition of bicycle lanes or pedestrian walkways." It is possible however, that Caltrans may require the preparation of technical studies.

### **Screened Undertaking Coordination**

LSA will coordinate with Caltrans District 4 to determine if the project meets the definition of a Screened Undertaking. Caltrans may require some or all of the tasks listed below as part of the screening process:

A records search of the project area at the Northwest Information Center of the California Office of Historic Preservation's California Historical Resources Information System.

A review of cultural resource inventories to identify cultural resources that may be listed within the project area or adjacent. Relevant listings are the *California Inventory of Historic Resources, Five Views: An Ethnic Sites Survey for California, California Historical Landmarks, California Points of Historical Interest*, and the *Directory of Properties in the Historic Property Data File* which contains the listings of the National Register of Historic Places (National Register), California Register of Historical Resources (California Register), *California Historical Landmarks*, and *California Points of Historical Interest*.

Contact the Native American Heritage Commission (NAHC) in Sacramento for a review of the sacred lands file to determine if the project area contains any listed sites. LSA will also ask the NAHC to supply a list of Native Americans to be contacted for information or concerns about the project. A preliminary geoarchaeological sensitivity analysis.

Contact the Contra Costa County Historical Society for any information or concerns they may have about the project area.

Conduct a field review of the project area.

## SCOPE OF WORK

### MONUMENT SHARED USE TRAIL

MEADOW LANE/MARKET STREET TO MAYETTE AVE (PHASE 1: PJ 2172)

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APPROXIMATELY 3 MILES OF CITY STREETS (PHASE 2: PJ 2169)

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### Assumptions

LSA will spend up to 4 hours consulting with Caltrans regarding screening the project. Additional consultation will be done on a time and materials basis.

Caltrans will prepare the screening memorandum.

If the undertaking cannot be screened and Caltrans requires the preparation of a Historic Property Survey Report and Archaeological Survey Report, or any other documents, a budget augment will be necessary.

### Task 4.3 - Design Engineering/PS&E (Environmental Documentation)

**NEPA Categorical Exclusion.** Under the National Environmental Policy Act (NEPA) Section 771.117, construction of the trail should qualify for a NEPA Categorical Exclusion (CE), provided the actions meet the definition contained in 40 CFR 1508.4 and do not involve significant impacts. Based on our review of the proposed action, it appears that a NEPA CE may be appropriate.

For processing NEPA, LSA will prepare a CE determination form for approval by Caltrans and FHWA. A summary document (two to three pages) of the environmental issues and project findings will be prepared to attach to the CE. The completed form will be submitted to Caltrans with the final technical studies (revised per City and Caltrans comments) to support the findings of the CE.

If, during the course of the preliminary planning and environmental study preparation, additional unforeseen environmental constraints or project impacts are identified that would necessitate the preparation of an Environmental Assessment (EA) or Finding of No Significant Impact (FONSI) to address NEPA requirements, a budget augment would be necessary.

**CEQA Categorical Exemption.** The proposed improvements are not expected to result in environmental impacts. LSA will prepare a Notice of Exemption for use by the City to complete the California Environmental Quality Act (CEQA) clearance process.

If, during the course of the preliminary planning and environmental study preparation, additional unforeseen environmental constraints or project impacts are identified that would necessitate the preparation of an Initial Study (IS) or Mitigated Negative Declaration (MND) to address CEQA requirements, a budget augment would be necessary.

### Task 4.4 - Meetings

The LSA principal-in-charge will attend one (1) kick-off meeting and two (2) project development team meetings.

**SCOPE OF WORK**  
**MONUMENT SHARED USE TRAIL**  
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**Task 5 - Geotechnical Investigations and Report (Total: \$15,194: \$5,998 in T.O.#1, \$9,196 in T.O.#2)**

As Nolte's subconsultant, Parikh Consultants, Inc. (Parikh) work will include preparation of a geotechnical report for trail pavement design. The geotechnical investigation will consist of the following:

**Task 5.1 - USA Clearance & Permitting**

Parikh will field locate the proposed explorations and call for USA clearance. We assume that 'no fee' encroachment permits will be provided by the City /County.

**Task 5.2 - Field Exploration**

The field exploration program will include 13 sampling locations using hand auger or a drill rig equipment to a maximum depth of 3 feet. The samples will be classified in the field using Unified Soil Classification System.

**Task 5.3 - Laboratory Testing**

Based on the visual evaluation of the obtained samples, we will select representative samples for laboratory testing. These should include 6 to 8 R-value tests, grain size distribution, corrosion tests, and plasticity index, as deemed appropriate. Lime treatment option, if required for expansive clays, is NOT included at this time.

**Task 5.4 - Engineering Analyses**

The engineering analyses will include pavement design recommendations for the proposed trail using a Traffic Index value provided by Nolte and the City. Existing pavement will not be investigated.

**Task 5.5 - Engineering Report**

We will prepare a geotechnical report summarizing our field exploration, materials encountered, laboratory test results, engineering analyses and geotechnical recommendations. The soil sampling will be tabulated and no logs will be prepared. Pavement design will be based on the Traffic Index provided and the R-value tests.

**SCOPE OF WORK  
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**Task 6 - Construction Documents (Total \$107,180: \$21,868 in T.O.#1, \$85,312 in PSA)**

Civil design will be done by Nolte. Subconsultants will be Gates + Associates (landscaping) and Harry A, Yee and Associates, Inc. (electrical).

**Task 6.1 - 60% Design**

Nolte will begin the 60% Plans for the project upon completion of the field survey and data collection. The emphasis in the initial effort of this task is to layout the proposed improvements, including trail pavement, landscaping, benches, gates, entry features, and call boxes. The layout will help define the major elements of the project and identify potential impacts to storm drains, street lights/electroliers, utility poles, fences, walls and trees. Nolte will provide suggested trail amenities and planting areas.

The 60% Plans, draft technical specifications and preliminary engineer's estimate will be submitted to the City for review. The plan sheets will be prepared in English units, using AutoCAD Release 2009. We anticipate layout plans to be at a scale of 1"=20', and construction details to be at a scale of 1"=10' unless otherwise requested by the City.

**Task 6.2 - 90% Plans, Specifications & Estimate (PS&E) Design**

Nolte will begin 90% design efforts upon receiving comments from the City on the 60% submittal. Final technical specifications will be provided. Nolte will use the most current version of the Standard Special Provisions available from Caltrans, July 2006 and Concord Standard Specifications as appropriate while revising the Standard Special Provisions to meet the requirements of the project. Specifications will be prepared and formatted to reference the State of California Standard Specifications. The specifications document will be developed using Microsoft Office Word 2007.

A detailed construction cost estimate will be developed. The unit cost data will be based on past relevant experience with similar projects, current bidding environment and the latest version of Contract Cost Data as prepared by Caltrans.

A quality control review of the P. S. and E. package by a senior level engineer is included. The package submitted at the conclusion of this task will include the following:

- Title Sheet (1 sheet)
- Notes and Typical Section (1 sheet)
- Construction Details (2 sheets)
- Layout Plans (14 sheets)
- Grading, Drainage & Utility Plans (5 sheets)

## SCOPE OF WORK

### MONUMENT SHARED USE TRAIL

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- Planting & Irrigation Plans (8 sheets)
- Electrical Plans (4 sheets)
- Technical Specifications
- Engineer's Estimate and Bid List

#### Task 6.3 - Final PS&E Design

Upon receiving 90% Design comments from the City, Nolte will complete the Final 100% Design/Bid documents. Review comments are assumed to be minor at this stage in the design process. Nolte will resolve comments/issues and finalize the Plans, Technical Specifications and Bid List to produce a biddable and buildable PS&E package. Another quality control review by a senior level engineer is included.

Nolte will provide one set of final drawings, required engineering calculations, construction cost estimate and technical specifications to the City.

For each of the submittals above, Nolte will provide electronic copies of all the documents in the form of AutoCad files for the plans, Microsoft Word/Excel files for the technical specifications and cost estimate, including PDF files as requested by the City.

#### Task 7 - Bid Support (Total \$2,812- all in PSA)

Nolte will provide support to City during the contractor's bidding process. Services include answering contractor questions, preparing documents for clarifications and preparing contract addendums. It is assumed that 18 hours will be needed for this task.

It is understood that City shall be responsible for assembly, issuance and receipt of the formal bid package(s).

#### Task 8 - Initial Site Assessment (Total \$7,546 -- all in T.O.# 2)

Geocon Consultants, Inc. will perform research to estimate the existing potential for impacts to the trail project Site (i.e., levels of hazardous materials/wastes warranting regulatory cleanup action) from the presence of hazardous materials/wastes on, or within, the vicinity of the Site. For the purposes of this ISA, the "vicinity" of the Site is defined as properties located within ¼-mile of the Site. The guidelines used for the definition of hazardous materials/wastes are presented in the California Code of Regulations, Title 22. The ISA will be performed in general accordance with American Society for Testing and Materials (ASTM) Designation E1527-05 *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*.

The scope of services for the ISA is presented as follows.

## SCOPE OF WORK

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- Perform a reconnaissance of the Site to assess conditions for the presence, or make visual observations of indicators of the potential existing presence, of hazardous materials, hazardous wastes, or soil and/or groundwater impacts on the Site. These indicators include, but are not limited to, 55-gallon drums, USTs and aboveground storage tanks, chemical containers, waste storage and disposal areas, industrial facilities, discolored surficial soils, electrical transformers that may contain polychlorinated biphenyls (PCBs), and areas conspicuously absent of vegetation. If access is unavailable to any portions of the Site, our ability to complete the assessment described herein may be hindered. Provisions for a survey of wetlands delineation, asbestos, lead-based paint, lead in drinking water, radon gas, and methane gas are not provided in this scope of services.
- Perform a visual survey of the adjacent properties from the Site and from public thoroughfares to observe general types of land use surrounding the Site.
- Review the *Standard Environmental Records Sources: Federal and State* referenced in American Society for Testing and Materials (ASTM) Designation E 1527-05 *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process* to obtain information regarding the potential presence of hazardous materials/wastes on the Site or on properties located within the approximate minimum search distance specified for each source.
- Review reasonably ascertainable regulatory agency files the Site and/or properties in the vicinity of the Site whose environmental conditions might potentially impact the Site. The sources for these files may include the Contra Costa County Department of Environmental Health and the Regional Water Quality Control Board (RWQCB).
- Review documents provided by Client at Client's discretion. Potentially useful documents may include geotechnical, geologic, and environmental reports, Site plans, plot plans, and correspondence with regulatory agencies.
- Conduct interviews by telephone or in writing with present and past tenants/owners of the Site to evaluate activities conducted at the Site with regard to the use, generation, storage, or disposal of hazardous materials/wastes onsite. The names and telephone numbers of the contacts for the above interviews are to be provided by the City.
- Prepare a report summarizing the findings of the ISA which will qualitatively describe the potential for environmental impairment of the Site. The report will include a completed California Department of Transportation (Caltrans) Checklist. If necessary, the report will also provide recommendations for additional environmental services.

The Draft ISA can be prepared in approximately five weeks. We can finalize the ISA within approximately one week after receiving comments pertaining to the Draft ISA from Caltrans and the City.

**SCOPE OF WORK**  
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**Task 9 – Right of Way Documents (Total \$6,000 – all in PSA).**

Nolte will prepare a plat and legal description for a 25 to 30 foot wide trail easement through the Contra Costa County property between Mayette Ave. And Monument Blvd. This includes two one-hour meetings with the City of Concord or the Contra Costa Surveyors office plus one day of surveying.

**Assumptions/Exclusions**

- Locating underground utilities will be based on location of visible surface features and record drawings. Design will accommodate existing utilities and work around them wherever possible. Coordination with any utility companies should relocations become necessary is not included.
- Construction management and support, staking and inspections are not included.
- City will arrange for contractor staging areas if needed.
- Storm water quality design and erosion control plans are not needed and are not included in the above scope of work.
- The title search, City records, and any information provided by Concord Self storage will be sufficient to complete the Right of Way certificate to satisfy Caltrans requirements.
- New electrical service connections are not required.
- Pedestrian lights or signals are not required.
- Landscaping in Phase 2 is not required.
- Hazmat studies beyond the Initial Site Assessment are not required.
- The trail will be graded to drain to the swale in Phase 1 and to the east or west in Phase 2 without the need for design and survey for underground drainage systems.
- The northerly limit of the trail will be at the location where the short existing trail just south of Meadow Lane/Market Street connects to the sidewalk at Meadow Lane/Market Street. The southerly limit will be at the connection to northerly sidewalk at Monument Blvd.
- Provision for lime treatment of the trail subgrade is not included.

**SCOPE OF WORK**  
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## **Optional Services**

- 1. Provide Conduits and Pull Boxes for Future Trail Lighting (\$6,998).**
- 2. Wetland Determination (\$4,175):**

This opinion can be confirmed by undertaking a formal jurisdictional delineation for submittal to and verification by the Corps of Engineers.

- 3. Historic Property Survey Report (HPSR) and Archaeological Survey Report (ASR) (\$12,650):**

If the project cannot be screened, the tasks listed above will be utilized for the HPSR/ASR, and, in addition, the following tasks will be done to prepare the reports:

LSA will prepare an HPSR and ASR to Caltrans standards.

LSA will send letters to Native Americans on the NAHC contacts list and will make follow-up telephone calls, as necessary.

### **Assumptions**

The budget for this scope of work is based on the assumption that there are no cultural resources or possible cultural resources in the APE. There is always a possibility of additional cultural resources within an APE, but the need, nature, and extent of addressing such resources cannot be determined without background research and field survey. In the event that a previously documented resource is present or resources are identified as a result of field work, archival research, or by other means, a scope and budget augment will be required to document, analyze, and report on such resources.

LSA will spend 8 hours providing guidance for preparation of the study area map to be prepared by the project engineer.

LSA will respond to one set of comments (total response time not to exceed 8 hours of effort).

- 4. Potholing (\$6,024):**

The firm of Subtronic Corporation will vacuum excavate up to four potholes along the Kinder Morgan petroleum pipeline in unpaved areas. The utility will be exposed. The point of excavation will be marked by Nolte. Measurements will be taken by Subtronic the top of the utility. Excavated material will be removed from the site. The pothole will be backfilled with Class 2 AB, compacted and the surface cold asphalted where applicable.

**SCOPE OF WORK**  
**MONUMENT SHARED USE TRAIL**  
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**ORDER #2, \$127,457 IN PSA.**

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**5. Extension of the Trail North to the Separated Sidewalk (\$5,798):**

Nolte will add this segment to the P.S. & E package. Provision for landscaping revisions and an additional Title Report are included.

# NOLTE ASSOCIATES, INC.

## MONUMENT SHARED USE TRAIL MEADOW LANE/MARKET STREET TO MAYETTE AVE (PHASE 1-PJ2172) AND MAYETTE TO MONUMENT BLVD. (PHASE 2-PJ2169) PSA FEE SUMMARY

The Scope of Services for the Professional Services Agreement on this project will be provided on a time and materials basis for a fee not to exceed \$127,457 as detailed below.

Task	Subtask Cost	Total Task Cost
Task 1 - Project Management		\$6,087
Task 1.1 – Set Up, Filing, Billings, General Coordination	\$735	
Task 1.2 – Meetings	\$3,576	
Task 1.3 – Utility Coordination	\$1,776	
Task 2 - Field Survey, Mapping, R/W Certificate, and Title Report		\$3,562
Task 2.1 - Field Survey and Mapping: Phase 1		
Task 2.2 -- Field Survey and Mapping: Phase 2		
Task 2.3 – R/W Certificate	\$3,562	
Task 2.4 – Title Report		
Task 3 - Public Outreach Support (Attend Two Neighborhood Meetings/Prepare Exhibits)		\$1,710
Task 4 - Environmental Documentation Services (Attend Caltrans Field Review/ Review PES/ Prepare Biology Technical Study, Screened Undertaking Coordination/Prepare categorical Exemption/Attend Four meetings		\$21,974
Task 5 - Geotechnical Investigations and Report		

**NOLTE ASSOCIATES, INC.**

**MONUMENT SHARED USE TRAIL  
MEADOW LANE/MARKET STREET TO MAYETTE AVE (PHASE 1-PJ2172)  
AND MAYETTE TO MONUMENT BLVD. (PHASE 2-PJ2169)  
PSA FEE SUMMARY**

Task	Subtask Cost	Total Task Cost
Task 5.1 Phase 1		
Task 5.2 Phase 2		
Task 6 - Construction Documents		\$85,312
Task 6.1 – 60% Design	\$33,448	
Task 6.2 – 90% P. S. & E Design	\$36,734	
Task 6.3 – 100% P.S.&E Design	\$15,130	
Task 7 – Bid Support		\$2,812
Task 8 – Initial Site Assessment (Geo Con)		
Task 9 – Right of Way Documents		\$6,000
	<b>Total Fee</b>	<b>\$127,457</b>

**FEE SUMMARY**  
**MONUMENT SHARED USE TRAIL**  
**MEADOW LANE/MARKET STREET TO MAYETTE AVE (PHASE 1: PJ 2172)**  
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Task	Task Order #1	Task Order #2	PSA	Total Costs
Task 1 - Project Management	1782	5328	6087	\$13,197.00
Task 2 - Field Survey, Mapping, R/W Certificate, and Title Report	13188	23292	3562	\$40,042.00
Task 3 - Public Outreach Support (Attend Two Neighborhood Meetings/Prepare Exhibits)	1032		1710	\$2,742.00
Task 4 - Environmental Documentation Services (Attend Caltrans Field Review/ Review PES/ Prepare Biology Technical Study, Screened Undertaking Coordination/Prepare categorical Exemption/Attend Four meetings	5000	4404	21974	\$31,378.00
Task 5 - Geotechnical Investigations and Report	5998	9196		\$15,194.00
Task 6 - Construction Documents	21868		85312	\$107,180.00
Task 7 - Bid Support			2812	\$2,812.00
Task 8 - Initial Site Assessment (Geo Con)		7546		\$7,546.00
Task 9 - Right of Way Documents			6000	\$6,000.00
<b>Total Fee</b>	<b>\$48,868</b>	<b>\$49,766</b>	<b>\$127,457</b>	<b>\$226,091</b>
<b>Optional Services</b>				
1. Provide Conduits and Pull Boxes for Future Trail Lighting				\$6,998
2. Wetland Determination				\$4,175
3. Historic (HSPR) and Archaeological Reports				\$12,650
4. Potholing				\$6,024
5. Extension of Trail North to Separated Sidewalk				\$5,798