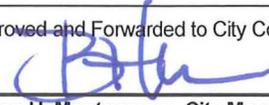


## STAFF REPORT

Approved and Forwarded to City Council:



Bryan H. Montgomery, City Manager

**Date:** Tuesday, May 27, 2014

**To:** Bryan Montgomery, City Manager

**From:** Kevin Rohani, Public Works Director/City Engineer

**Subject:** Agreement with NCE for Engineering Design Services Associated with CIP Project Number 164 - Main Street Rehabilitation and Resurfacing Project (Bridgehead Road to Big Break Road)

### Background and Analysis

The City's Capital Improvement Program for the 2014/2015 Fiscal Year includes a project to rehabilitate and resurface Main Street from Bridgehead Road to Big Break Road. Main Street needs to be rehabilitated and resurfaced in this corridor since it was not done as a part of the Main Street/Highway 4 relinquishment by Caltrans. Staff requested a proposal from NCE to perform engineering design and preparation of plans, specifications, and estimates for the project. NCE is the premiere engineering firm in the bay area with expertise in pavement design.

The resurfacing project will complete the original overall effort by Caltrans who was required to prepare the Highway 4/Main Street corridor for transfer to the City of Oakley once the Bypass was completed. Caltrans had to relinquish control of Main Street as one of the requirements to adopt the Bypass, but State law required them to have the roadway in a "state of good repair" before the City of Oakley were to take over maintenance responsibility. In 2007 Oakley officials requested that Caltrans not overlay the segment between Bridgehead Road and Big Break Road. Large scale commercial development was expected on the north side of Main Street and the City didn't want the funds used on pavement that would eventually be removed and replaced with medians and other improvements. Instead of doing the work, Caltrans was required to provide funds to the City to be used for overlaying the road when the development occurs.

It has been approximately 7 years since that time and the private developments have been slow to take shape and there is no specific timeline as to the eventual implementation of these development projects. Nonetheless, this corridor of Main Street is deteriorating, and in order to maintain the City's asset, staff pursued a consultant for the design to rehabilitate and resurface this area along Main Street.

The design effort will be relatively complicated since there are sections of Main Street that contain Sierra Crete. Sierra Crete was an alternate sub-base material manufactured by DuPont used by the County in lieu of the traditional aggregate base course that is placed under the asphalt. Staff requested a proposal from NCE since they are a proven design firm that specializes in pavement rehabilitation and provide excellent and cost effective service. Staff expects the design activities to take the next few months and the project will likely be ready to construct next spring.

**Fiscal Impact**

Approval of the resolution will authorize the City Manager to execute an agreement with NCE for a cost not to exceed \$96,200. The 2014/15 Fiscal Year Capital Improvement Program budgeted \$1,600,000 from the Traffic Impact Fee, General Capital Projects, Main Street, and Measure J Funds for the design and construction of the project.

**Staff Recommendation**

Staff recommends that the City Council adopt the resolution approving the agreement with NCE for design services associated with Project Number 164 - Main Street Resurfacing (Bridgehead Road to Big Break Road) and authorizing the City Manager to enter into the agreement.

**Attachments**

- 1) NCE Proposal
- 2) Draft Agreement
- 3) Resolution

Collaboration. Commitment. Confidence.<sup>SM</sup>

May 14, 2014  
NCE Proposal No. 014.20.14

Mr. Kevin Rohani  
Director/City Engineer  
3231 Main Street  
Oakley, California 94561

**RE: Main Street Rehabilitation Project from Bridgehead Road to Big Break Road  
City Project No. 164  
Oakley, California**

Dear Mr. Rohani:

NCE is pleased to submit this proposal to the City of Oakley (City) for civil and pavement design services for the Main Street Rehabilitation Project in Oakley, California. The project section of Main Street will extend from Bridgehead Road (just east of Highway 160, outside Caltrans Right-of-Way) to Big Break Road, which is about a 1-mile long arterial street with four travel lanes and one two-way turn lane.

#### PROJECT UNDERSTANDING

Based on our meeting the City on April 8, 2014 with Mr. Kevin Rohani and Mr. Jason Kabalin, we understand that Main Street was the old Highway 4, before it was realigned, and was relinquished from Caltrans to the City. The subject section of Main Street last received an overlay about 20 years ago, and the only maintenance that had since been completed was the repair of the worst base failure areas in 2009 by Caltrans prior to being relinquished to City. The street asphalt surface is visibly aged and in need of pavement rehabilitation to address low to medium severity longitudinal and transverse cracking as well as block cracking, and potentially to accommodate increased traffic from future development. In preparation for future development, and the fact that this is a gateway road for the City, the City would like to rehabilitate Main Street employing economical rehabilitation strategies such as Cold In-Place Recycling (CIR), where feasible. As part of the project, the City would like to replace all curb ramps that are not ADA compliant.

We also understand that this section of Main Street is likely underlain by Sierra-Crete, a road base material by-product from Dupont Corporation. The presence of this material will require bid documents to address requirements for chemical profiling, management, and proper off-site disposal of this material by the contractor if encountered. NCE's scope will discuss this in greater detail in the following sections.

Other assumptions as discussed with the City are as follows:

- No Caltrans encroachment permit is required.
- Base map will consist of ortho-rectified aerial photo to be obtained by NCE's surveyor with the assumption that no topographic information is required given that no drainage improvements or changes to road geometry are envisioned by the City.

Richmond, CA  
501 Canal Blvd., Suite I  
Richmond, CA 94804  
(510) 215-3620

## SCOPE OF SERVICES

The purpose of our engineering services will be to provide civil engineering and pavement design in support of the planned rehabilitation project by the City. To accomplish the stated purpose we propose the following scope of services:

### TASK 1 – PROJECT MANAGEMENT & MEETINGS

#### *1A) Project Kick-off, Progress Meetings:*

NCE's Project Manager will arrange a Kick-Off Meeting with the City to initiate work on the project. The objectives of the Kick-Off Meeting will be:

- Review of the scope of work
- Establish lines of communication
- Establish project schedule and milestones
- Define design and operation criteria

It is critical to establish effective lines of communication with, and coordination amongst, the various project stakeholders from the start of this project. These may include, but are not limited to, City staff (Engineering, Maintenance, Traffic Engineering, etc.), and third party utility and other service providers and area residents. To the extent that any construction conflicts or requirements and/or design issues can be identified early on, this will significantly help to minimize delays (and costs) later in the design process or during construction. Additionally, at the Kick-Off Meeting, the key deliverables and schedule for each task will be reviewed and adjusted accordingly to meet the City's needs.

Throughout the project, NCE staff will then make itself available to attend regularly scheduled meetings with the City including three design review meetings. The purpose of these meetings will be to identify and resolve any design issues that may surface in a timely manner, present design alternatives and recommendations thereon to City staff, and continue coordination with project stakeholders as necessary.

#### **Task 1A Deliverables:** Kickoff/Progress Meeting Agendas and Minutes

### TASK 2 – PAVEMENT REHABILITATION DESIGN

The scope of work we will perform under this task consists of the following:

#### *2A) Pavement Deflection Testing:*

NCE will perform non-destructive pavement deflection testing in accordance with Caltrans Test Method (CTM) 356 using its Falling Weight Deflectometer (FWD) to evaluate the structural capacity of the subject section of Main Street. The Falling Weight Deflectometer is a conceptually simple yet powerful device for measuring the response of pavements under simulated wheel loads and estimating their structural capacities. Unlike previous generations of deflection testing equipment such as the Benkelman Beam, RoadRater and Dynaflect, the FWD is an impulse load device that more accurately simulates actual truck loadings.

Pavement designs are based upon a standard truck wheel loading, which is the 18-kip equivalent single axle load (ESAL). Each dual tire is therefore 9,000 pounds that is easily simulated by the FWD, which has the capacity to simulate loadings of up to 30,000 pounds.

As the load is applied to the pavement, up to 7 geophones measure the pavement deflection at varying distances from the load.

All four travel lanes of Main Street will be tested at approximately 100-foot intervals that will be staggered at one-half the test interval length in adjacent lanes or the opposite lanes of traffic. The center turn lane will be tested at 200-foot intervals. This results in about 240 total deflection test points, which can be completed in 1 day. We have assumed work can be completed from 8 a.m. to 5:00 p.m. during the weekdays. Separate data files will be established for each travel lane, so that separate analyses can be performed if desired or warranted.

NCE will also arrange for traffic control services through a subcontractor, ED Safety Services, while the deflection testing takes place. Traffic control will conform to the latest standards contained within the Manual of Uniform Traffic Control Devices (MUTCD) Part VI and the Caltrans Traffic Manual Chapter 5 "Traffic Control for Construction and Maintenance Work Zones", as well as City requirements.

#### *2B) Pavement Condition Survey:*

NCE will also perform a pavement condition survey of Main Street based on the Metropolitan Transportation Commission's Distress Identification Manual concurrent with the deflection testing. The surveys will generally cover the travel and turn lanes. Pavement condition surveys serve the purpose of further refining the appropriate pavement rehabilitation treatments that are developed based on pavement deflection testing and coring.

This condition survey will generally note the presence of load related and environmental distresses, such as alligator cracking, longitudinal and transverse cracking, rutting, patches and utility cuts, distortions and depressions as they pertain to developing appropriate pavement treatments. In addition, detailed locations for potential base repairs will be identified in the condition survey. The results of this condition survey will be used in the analysis and included in the Pavement Design Report.

#### *2C) Pavement Coring:*

To estimate existing pavement sections, NCE will collect pavement section core samples (4" to 8" diameter cores) from Main Street. Prior to marking the proposed core locations, NCE will review the coring plan with the City in the field if desired. NCE currently plans on a minimum of one core in each travel lane and the two-way turn lane approximately every 1,500 to 2,000 feet, for a total of approximately 15 core locations. In addition, we will perform up to 15 additional pavement cores within pavement areas identified for base repairs to note the presence of Sierra-Crete. The coring will be conducted by a two-person crew using NCE's rotary coring rig, and supplemental traffic control assistance will be provided.

For each core sample, NCE will measure and record the thickness and material type of each layer encountered in the pavement section, including the presence of any pavement reinforcing fabric. At the core locations our field technicians will also note the presence of Sierra-Crete if readily observable below the pavement. Additionally, at 3 of the core locations we will collect bulk samples of subgrade materials for laboratory testing, such as R-value, moisture content, and plasticity index to characterize the subgrade conditions from a pavement engineering standpoint. To collect the bulk samples, this will require penetration through the Sierra-Crete/AB layer and therefore our technicians will note

thickness of the Sierra-Crete/AB only at these three locations. Due to the presence of Sierra-Crete our environmental staff will prepare an appropriate health and safety plan for proper handling of materials encountered, and requirements for field staff to utilize appropriate personal protective equipment (PPE). The core locations will then be backfilled with the excavated materials and capped with AC cold patch. It is estimated that 2.5 days will be required to complete field coring activities. Each core sample will be logged and stored at NCE's office and retained through the duration of the project construction before they are disposed.

Similar to the deflection testing, NCE will also arrange for traffic control services through a traffic control subcontractor.

*2D) Pavement Design Recommendations:*

Using the data obtained in Tasks 2A – 2C, NCE will perform pavement analysis and design services, and develop pavement rehabilitation recommendations for Main Street. NCE will perform its analysis in accordance with the Caltrans Highway Design Manual.

The deflection data will be analyzed and pavement rehabilitation strategies developed in accordance with the City's objectives. NCE will develop recommendations for resurfacing treatments (pavement overlays) in accordance with the design procedures in the Caltrans Highway Design Manual. Additionally, NCE will develop recommendations including, but not limited to, the following:

- Conventional Hot Mix Asphalt (HMA) pavement overlays
- Rubberized Hot Mix Asphalt (RHMA) overlays
- Warm Mix Asphalt (WMA) overlays
- Alternative rehabilitation methods (in-place recycling, mill & fill treatments, etc.)
- Locations and treatments of failed pavement sections (base repairs)
- Full-width milling and wedge grinding requirements

NCE will then summarize its recommendations in a Pavement Design Report to the City that will include the following:

- Results of deflection testing
- Results of coring activities
- Results of laboratory analyses
- Description of testing procedures
- Description of analysis performed for the project
- Recommended alternatives for pavement rehabilitation as well as preliminary costs

NCE will submit two (2) copies of its draft report to the City for initial review. If requested, NCE will meet with City staff to present its draft report and review the findings and recommendations contained therein. Upon receipt of any comments from the City, NCE will then prepare its final report, which will be signed and stamped by NCE's Project Manager. Two (2) copies of the final report will then be provided to the City reflecting any comments on the draft report.

**Task 2 Deliverables:** Draft & Final Pavement Design Reports.

TASK 3 – PLANS, SPECIFICATIONS & ESTIMATES (PS&E)

The work that will be performed during developing design plans, specifications, and estimates are outlined in the subsequent tasks.

### *3A) Data Gathering:*

NCE will review relevant available data and records from the City as listed in the previous section, public and private utility providers, and other sources that may be appropriate to support the preparation of project contract documents. These may include, but are not limited to aerial photographs of the City; as-built street improvement and infrastructure plans, striping and markings, as-built plans from utility providers, including any preliminary plans for future work that may conflict with this project. The gathered information will be compiled and included in the base map used for design. Based on our review we will identify any data gaps or missing information and provide this information to the City for review and discussion.

**Task 3A Deliverables:** Utility mapping.

### *3B) Aerial Base Map:*

NCE's Project Surveyor, Mountain Pacific Surveys, will perform aerial fly-over to produce an ortho-rectified aerial photograph of the street section that can be scaled and used as a base map for the project. Topographic surveys will not be completed, as the City has indicated that no major drainage improvements or complex changes to the roadway geometry are envisioned that would require topographic surveys.

**Task 3B Deliverables:** Ortho-rectified aerial photograph.

### *3C) 65% PS&E:*

NCE will prepare the 65% Plans, Specifications and Engineer's Estimate of probable construction cost (PS&E) for the planned pavement rehabilitation alternative based on the pavement design. The 65% plans will incorporate schematic design elements, depict, if applicable, all localized repair (digout) areas dimensioned both on the plans and in tabular format, as well as all conform grind locations at intersecting side streets, curb and gutter locations identified for repair during the pavement design tasks, and limits of work. Additionally, a table summarizing major work items (e.g. HMA tonnage, base repair area, etc.) and their estimated quantities will be developed and included on the respective plan sheets. We also find that this information is particularly useful to contractors when assembling construction bids and schedules, thus resulting in more competitive bids, and to the City for verifying pay quantities during construction.

The Technical Specifications will be prepared in MS Word format and will follow both the City's formatting conventions and will be in Caltrans format. The Technical Specifications and details will reference the City's standard provisions and Caltrans 2010 Standards (including subsequent updates). NCE will, however, recommend deviating from Caltrans standards where, from our experience, such changes will improve the likelihood of achieving a successful construction project without compromising the integrity of the design. NCE recognizes the value of incorporating Caltrans Standard Specifications in projects such as these, both because these specifications have been developed by an agency that designs and builds a vast amount of highway work, and because most contractors performing public works construction in Northern California are familiar with them. Caltrans, however, has the resources to administer projects quite differently than most local agencies, so NCE advocates modifying the Caltrans Standard Specifications to better fit the abilities, needs,

and budgets of municipal agencies. It is currently envisioned that disturbance of these materials during construction will be limited to base repair locations and that rehabilitation strategies would likely be limited to within the asphalt section, unless it is determined that the asphalt has been contaminated with Sierra-Crete.

NCE also believes that an efficient yet thorough Quality Control/Quality Assurance program is essential for getting the maximum value out of every dollar spent on construction. Projects designed by NCE therefore, contain technical specifications that attempt to optimize the balance between using rigid, but time-tested, specifications and meeting local agency needs, with the ultimate goal of obtaining the very best value for its clients.

The Engineer's Estimate of probable construction cost will be prepared in MS Excel format and will be based on the most recent construction cost data available to NCE for projects of this type. Because of NCE's involvement in the design and construction of numerous similar projects throughout the Bay Area and Northern California, we are confident in our ability to estimate the construction cost of the City's project. This initial estimate will then be updated and refined as the design effort progresses.

It is assumed that the City will require a 10-day review/comment period once the 65% PS&E package is submitted.

**Task 3C Deliverables:** One reproducible copy and "pdf" files of the 65% plans, technical specifications, and engineer's estimate of probable construction cost of probable construction cost.

*3D) 95% PS&E:*

The 65% PS&E will be revised to incorporate comments received from the City. NCE will meet with the City to review these comments, from which the 95% PS&E will be prepared. NCE will provide a response to each comment that is included in a comment table provided by the City. The 95% PS&E will include additional design information and details typically expected at this stage of completion, such as utility facilities (storm drain and sanitary sewer manholes, water and gas valves, and survey monuments) that will require adjustments to grade, traffic striping, and pavement legends. The 95% PS&E will then be packaged and submitted similar to the 65% PS&E unless directed otherwise.

The Technical Specifications will be further refined and at this stage of the design. We will review and comment on the City's front-end documents (bid and contract forms, General Provisions, Special Provisions, etc.), which the City will prepare and provide. The Engineer's Estimate of probable construction cost will also be updated to reflect the revised quantities of work depicted on the plans.

It is assumed that the City will require a 10-day review/comment period once the 95% PS&E package is submitted.

**Task 3D Deliverables:** One reproducible copy and "pdf" files of the 95% plans, technical specifications, and engineer's estimate of probable construction cost.

*3E) Final (100%) PS&E:*

The 95% PS&E will be revised to incorporate comments received from the City. NCE will again meet with the City to review these comments, from which the Final (100%) PS&E will

be prepared. NCE will provide a response to each comment that is included in a comment table provided by the City. The Final (100%) PS&E will include all notes and details necessary for construction. One reproducible copy of the Final (100%) PS&E will then be packaged and submitted similar to the 95% PS&E unless directed otherwise. It is assumed that the City will require a 5-day review/comment period once the Final (100%) PS&E package is submitted.

Upon receipt of the City's final review comments, the project documents will be finalized for bidding purposes.

A final quantity calculation will be tabulated and this will be entered into the final Engineer's Estimate of probable construction for the project. All final documents will be reviewed, stamped and signed by NCE's Project Manager, and the final PS&E will be delivered to the City in both hard copy and electronic formats.

**Task 3E Deliverables:** One wet-signed and one electronic file of the final plans, technical specifications, and engineer's estimate of probable construction cost. The electronic files for the final construction plans, specifications, and engineer's estimate of probable construction cost will be in AutoCAD 2012, Microsoft Word, and Microsoft Excel, respectively.

#### TASK 4 – BIDDING, CONSTRUCTION SUPPORT AND ADDITIONAL SERVICES AS REQUESTED

##### *4A) Bidding Support Services:*

NCE will provide the City with assistance during the advertisement and bidding periods for the project. This will include providing assistance to the City in attending the pre-bid conference, responding to questions received about the project design, and preparation of any addenda and/or clarifications to the PS&E that are deemed necessary. NCE can also assist the City in determining the responsiveness of bids received, with checking and tabulating bid results, and with developing recommendations for award of a construction contract to the City Council. We have assumed up to 22 office staff hours for the support during bidding; if additional effort is required beyond this, we will notify the City.

##### *4B) Construction Support Services:*

NCE will provide support services to the City during construction of the project. At a minimum, these services are anticipated to include attendance at the pre-construction conference, reviewing Contractor submittals and responding to Contractor requests for information, providing recommendations for any necessary construction changes due to unforeseen field conditions, assisting with the review of Contract Change Orders, and reviewing construction for acceptance. This task also includes review of the contractor's submittal for planned chemical profiling, management, and disposal of Sierra-Crete materials. This task does not provide any field inspection services and we understand that all construction inspection will be provided by the City. We have allocated 34 staff hours for office support during construction. If additional effort is required beyond the estimated staff hours, we will notify the City.

##### *4C) Post Construction Services:*

NCE will prepare Record Drawings from re-lined as-built plans provided to NCE by the City. NCE will provide one signed and stamped set of Record Drawings on 22" by 34" Mylar,

incorporating the changes during construction, and an AutoCAD and PDF file of the Record Drawings.

NCE environmental staff will also review copies of trucking and disposal manifests and compile this information within a technical memorandum (TM) for City records.

**Deliverables:** One signed stamped set of record drawings on Mylar and electronic copies in AutoCAD and PDF file format. TM including all disposal manifests.

#### CITY RESPONSIBILITIES

The City will perform and provide the following during design of the project:

- Provide such information regarding utilities (i.e. water, sanitary sewer, electrical, and storm drain), site features and existing construction as is available from City. This will include all necessary boundary and property limits for design of project.
- Provide project requirements, including design objectives, budget, constraints and criteria. City's requirements will be further defined during preliminary design.
- Prepare upfront specifications with consultant review, including General Provisions and Special Provisions for inclusion in the contract documents.
- Prepare and process environmental documents in connection with the project.
- Provide City Standard Provisions
- Provide City Standard Design Criteria
- Provide any GIS aerial maps
- Provide Electronic file of City cover sheet template

#### SCHEDULE

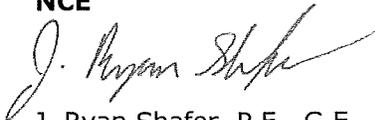
We have assumed that the notice to proceed and kick-off meeting will occur in early June and anticipate design and construction can be completed in accordance with the attached preliminary schedule. We anticipate completing final 100% PS&E within 6 months after the notice to proceed.

#### FEE ESTIMATE

NCE will provide the defined scope of work on a lump sum basis for a not to exceed fee of \$96,200 as defined in further detail in the attached fee estimate and in accordance with the attached schedule of charges.

Sincerely,

**NCE**



J. Ryan Shafer, P.E., G.E.  
Associate

Enclosed: Project Schedule  
Schedule of Charges  
Fee Estimate

CITY OF OAKLEY  
MAIN STREET REHABILITATION PROPOSED PROJECT SCHEDULE

ID	Task Name	Duration	Start	Finish	Apr '14	May '14	Jun '14	Jul '14	Aug '14	Sep '14	Oct '14	Nov '14	Dec '14	Jan '15	Feb '15	Mar '15	Apr '15	May '15	Jun '15	Jul '15	
1	City of Oakley - Main Street Rehabilitation Project	295 days?	Mon 6/16/14	Wed 8/12/15																	
2	Notice to Proceed	1 day?	Mon 6/16/14	Mon 6/16/14																	
3	Task 1 - Project Management and Meetings	266 days?	Tue 6/17/14	Fri 7/3/15																	
4	1A) Project Kick-Off, Progress and Presentation Meetings	266 days?	Tue 6/17/14	Fri 7/3/15																	
5	Kick-off Meeting	1 day?	Thu 6/19/14	Thu 6/19/14																	
6	Project Management	266 days?	Tue 6/17/14	Fri 7/3/15																	
7	Task 2 - Pavement Rehabilitation Design	29 days?	Tue 6/24/14	Mon 8/4/14																	
8	2A) Pavement Deflection Testing	1 day?	Tue 6/24/14	Tue 6/24/14																	
9	2B) Pavement Condition Survey	2 days?	Tue 6/24/14	Wed 6/25/14																	
10	2C) Pavement Coring	2 days?	Thu 6/26/14	Fri 6/27/14																	
11	2D) Pavement Design Recommendations	25 days?	Mon 6/30/14	Mon 8/4/14																	
12	TASK 3 - Plans, Specifications & Estimates (PS&E)	126 days?	Fri 6/20/14	Thu 12/18/14																	
13	3A) Data Gathering	10 days?	Fri 6/20/14	Thu 7/3/14																	
14	3B) Aerial Base Map	10 days?	Fri 6/20/14	Thu 7/3/14																	
15	3C) 65% PS&E	40 days?	Tue 7/15/14	Tue 9/9/14																	
16	Prepare 65% PS&E	25 days?	Tue 7/15/14	Mon 8/18/14																	
17	NCE QA/QC	3 days?	Tue 8/19/14	Thu 8/21/14																	
18	Subm 65% PS&E to City	1 day?	Fri 8/22/14	Fri 8/22/14																	
19	City Review Period	10 days?	Mon 8/25/14	Mon 9/8/14																	
20	65% PS&E Review Meeting	1 day?	Tue 9/9/14	Tue 9/9/14																	
21	3D) 95% PS&E	40 days?	Wed 9/10/14	Tue 11/4/14																	
22	Prepare 95% PS&E	25 days?	Wed 9/10/14	Tue 10/14/14																	
23	NCE QA/QC	3 days?	Wed 10/15/14	Fri 10/17/14																	
24	Subm 95% PS&E to City	1 day?	Mon 10/20/14	Mon 10/20/14																	
25	City Review Period	10 days?	Tue 10/21/14	Mon 11/3/14																	
26	95% PS&E Review Meeting	1 day?	Tue 11/4/14	Tue 11/4/14																	
27	3E) Final (100%) PS&E	30 days?	Wed 11/5/14	Thu 12/18/14																	
28	Prepare Final PS&E	15 days?	Wed 11/5/14	Tue 11/25/14																	
29	NCE QA/QC	3 days?	Wed 11/26/14	Tue 12/2/14																	
30	Subm Final PS&E	1 day?	Wed 12/3/14	Wed 12/3/14																	
31	City Review Period	5 days?	Thu 12/4/14	Wed 12/10/14																	
32	Prepare Bid Documents	5 days?	Thu 12/11/14	Wed 12/17/14																	
33	Subm Bid Documents	1 day?	Thu 12/18/14	Thu 12/18/14																	
34	TASK 4 - Bidding, Construction Support and Additional Services as Requested	155 days?	Wed 1/7/15	Wed 8/12/15																	
35	4A) Bidding Support Services	20 days?	Wed 1/7/15	Tue 2/3/15																	
36	4B) Construction Support Services	40 days?	Thu 4/30/15	Wed 6/24/15																	
37	4C) Post Construction Services	15 days?	Thu 7/23/15	Wed 8/12/15																	



**SCHEDULE OF CHARGES 2014  
CITY OF OAKLEY**

**PROFESSIONAL SERVICES**

Principal.....	\$220/hour
Associate .....	\$175/hour
Senior .....	\$150/hour
Project.....	\$125/hour
Staff.....	\$110/hour

**TECHNICAL SERVICES**

Senior Construction Manager*.....	\$120/hour
Senior Designer .....	\$120/hour
Senior Technician/Construction Inspector*.....	\$110/hour
CAD Technician.....	\$90/hour
Senior Field Scientist .....	\$105/hour
Field Scientist .....	\$85/hour
Project Administrator .....	\$90/hour
Field/Engineering Technician.....	\$85/hour
Technical Word Processing.....	\$70/hour
Clerical .....	\$70/hour

**CONTRACT LABOR**

From time to time, NCE retains outside professional and technical labor on a temporary basis to meet peak workload demands. Such contract labor will be charged at regular Schedule charges.

**LITIGATION SUPPORT**

Expert testimony in depositions, hearings, mediations, and trials will be charged at 300% of the above rates.

**EQUIPMENT**

Plotter Usage.....	(separate fee schedule)
Truck .....	\$90/day
Automobile.....	IRS Standard Mileage Rate+10%
Falling Weight Deflectometer Testing .....	\$3,500/Day
Coring .....	\$4,500/Day
Environmental Equipment.....	(separate fee schedule)

**OUTSIDE SERVICES**

Rental of equipment not ordinarily furnished by NCE and all other costs such as special printing, photographic work, travel by common carrier, subsistence, subcontractors, etc. ....cost+10%

**COMMUNICATION/  
REPRODUCTION**

In-house costs for long-distance telephone, faxing, postage, printing and copying ..... project labor charges x 5%

**TERMS**

Billings are payable upon presentation and are past due 30 days from invoice date. A finance charge of 1.5% per month, or the maximum amount allowable by law, will be charged on past-due accounts. NCE makes no warranty, either expressed or implied, as to its findings, recommendations, specifications, or professional advice except that they are prepared and issued in accordance with generally accepted professional practice.

\* Rate will be adjusted for prevailing wages required on Public Works projects in the State of California.

City of Oakley  
Main Street Rehabilitation Project  
Fee Estimate  
May 14, 2014

Task Description	Labor Hours							Labor Expenses	Deflection Testing & Coring	I/D Safety Traffic Control	ROR Laboratory Testing	Mountain Pacific Surveying	Reimbursable Expenses	Total Cost
	Project Manager	Principal	Senior Engineer	Project Engineer	Staff Engineer	Field Technician	Clerical							
<b>1. Project Management &amp; Meetings</b>	<b>Rate</b>	<b>\$175</b>	<b>\$220</b>	<b>\$150</b>	<b>\$125</b>	<b>\$110</b>	<b>\$85</b>	<b>\$70</b>						
1A. Project Kickoff, Progress Meetings	16		12	12				2	\$ 6,240				\$ 200	\$ 6,400
<b>2. Pavement Rehabilitation Design</b>														
2A. Pavement Deflection Testing	1			2	2				\$ 645	\$ 4,375	\$ 1,485			\$ 6,505
2B. Pavement Condition Survey	2			8		8			\$ 2,030				\$ 200	\$ 2,230
2C. Pavement Coring	2	4		16		8			\$ 3,910	\$ 11,250	\$ 1,485	\$ 1,650	\$ 100	\$ 18,400
2D. Pavement Design Recommendations	9	4		24					\$ 5,550				\$ 200	\$ 5,750
<b>Sub-Totals</b>	<b>13</b>	<b>8</b>		<b>50</b>	<b>2</b>	<b>16</b>	<b>4</b>	<b>\$ 12,145</b>	<b>\$ 16,625</b>	<b>\$ 2,970</b>	<b>\$ 1,650</b>	<b>\$ -</b>	<b>\$ 500</b>	<b>\$ 32,900</b>
<b>3. Plans, Specifications &amp; Estimates (PS&amp;E)</b>														
3A. Data Gathering	2		4	16	8		1		\$ 3,900				\$ 100	\$ 4,000
3B. Aerial Base Map	1		1	2					\$ 575			\$ 4,180		\$ 4,800
3C. 65% PS&E	6	3	24	60	24		2		\$ 18,050				\$ 500	\$ 18,600
3D. 55% PS&E	4	3	18	40	16		2		\$ 10,950				\$ 500	\$ 11,500
3E. Final (100%) PS&E	4	2	8	20	8		2		\$ 5,860				\$ 500	\$ 6,400
<b>Sub-Totals</b>	<b>17</b>	<b>8</b>	<b>55</b>	<b>158</b>	<b>56</b>		<b>7</b>	<b>\$ 39,355</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 4,180</b>	<b>\$ 1,600</b>	<b>\$ 45,300</b>
<b>4. Bidding, Construction Support &amp; Post Construction Services</b>														
4A. Bidding Support Services	4		4	12			2		\$ 2,840				\$ 100	\$ 3,000
4B. Construction Support Services	8		8	16			2		\$ 4,740				\$ 100	\$ 4,800
4C. Post Construction Services (As-builts)	2	8		8			2		\$ 3,250				\$ 500	\$ 3,800
<b>Sub-Totals</b>	<b>14</b>	<b>8</b>	<b>12</b>	<b>36</b>			<b>6</b>	<b>\$ 10,830</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 700</b>	<b>\$ 11,600</b>
<b>TOTAL</b>	<b>60</b>	<b>24</b>	<b>79</b>	<b>242</b>	<b>56</b>	<b>16</b>	<b>11</b>	<b>\$ 107,000</b>	<b>\$ 16,625</b>	<b>\$ 2,970</b>	<b>\$ 1,650</b>	<b>\$ 4,180</b>	<b>\$ 3,000</b>	<b>\$ 128,000</b>

**Notes**

- 30 pavement cores will be obtained on Main Street, for which NCE will measure and record the thickness and material type of each layer encountered in the pavement structural section, including the presence of any pavement reinforcing fabric. AB thickness will only be measured at the three bulk sample locations.
- Bulk samples of subgrade will be obtained at three of the pavement core locations for laboratory testing including plasticity index, moisture content, and R-value to characterize the subgrade from a pavement engineering standpoint.
- NCE will field locate the approximate locations of utility covers, which will be placed onto design plans for adjustment of utility covers during construction, utility alignments and depths will not be provided.
- The aerial base map that will be performed by our surveyor does not include any topographic and/or boundary condition surveys with the assumption that the project will not include drainage improvements, complex changes in street geometry or intersection improvements, or reconstruction. Design plans will be based on field inventories and approximate field measurements to verify items such as utility covers, cross-slope, street widths and lengths, striping, and ADA ramp measurements for replacement candidates.



**CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF OAKLEY AND NCE FOR  
ENGINEERING DESIGN SERVICES FOR MAIN STREET (BIG BREAK ROAD TO BRIDGEHEAD ROAD)  
REHABILITATION AND RESURFACING**

THIS AGREEMENT for consulting services is made by and between the City of Oakley ("City") and NCE ("Consultant") (together sometimes referred to as the "Parties") as of May 27, 2014 (the "Effective Date").

**Section 1. SERVICES.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on December 31, 2015, the date of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.
- 1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. Consultant shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Consultant's profession.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.

**Section 2. COMPENSATION.** City hereby agrees to pay Consultant a sum not to exceed **Ninety Six Thousand Two Hundred Dollars (\$96,200.00)**, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this

Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

- 2.1 **Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:
- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
  - The beginning and ending dates of the billing period;
  - A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
  - At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
  - The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder, as well as a separate notice when the total number of hours of work by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours, which shall include an estimate of the time necessary to complete the work described in Exhibit A;
  - The Consultant's signature.
- 2.2 **Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.
- 2.3 **Total Payment.** City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever

incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

- 2.4 **Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit A.
- 2.5 **Reimbursable Expenses.** Reimbursable expenses are included in the total payment specified in Exhibit A and described in Section 2, Compensation. There are no additional reimbursable expenses associated with this agreement.
- 2.6 **Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.7 **Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs incurred to that date.
- 2.8 **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

**Section 3. FACILITIES AND EQUIPMENT.** Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

**Section 4. INSURANCE REQUIREMENTS.** Before beginning any work under this Agreement, Consultant, at its own cost and expense, shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this

section and under forms of insurance satisfactory in all respects to the City, and that such insurance is in effect prior to commencing work under this Agreement. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Verification of the required insurance is attached hereto and incorporated herein as Exhibit B.

4.1 **Variation.** The City may approve a variation in the insurance requirements, upon a determination that the coverage, scope, limit, and form of such insurance is either not commercially available, or that the City's interests are otherwise fully protected.

4.2 **Notice of Reduction in Coverage.** In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Consultant shall provide written notice to City at Consultant's earliest possible opportunity and in no case later than five days after Consultant is notified of the change in coverage.

4.3 **Remedies.** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

**Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.** Consultant shall to the fullest extent allowed by law, with respect to all Services performed in connection with this Agreement, defend with counsel acceptable to the City, and indemnify and hold the City and its officials, officers, employees, agents, and volunteers harmless from and against any and all losses that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant ("Claims"). Consultant will bear all losses, costs, damages, expense and liability of every kind, nature and description that arise out of, pertain to, or relate to such Claims, whether directly or indirectly ("Liability"). Such obligations to defend, hold harmless and indemnify the City shall not apply to the extent that such Liability is caused by the sole negligence, active negligence, or willful misconduct of the City.

With respect to third party claims against the Consultant, the Consultant waives any and all rights of any type of express or implied indemnity against the indemnitees.

However, notwithstanding the foregoing, in accordance with California Civil Code Section 1668, nothing in this Agreement shall be construed to exempt the City from its own fraud, willful injury to the person or property of another, or violation of law. In addition, and notwithstanding the foregoing, in accordance with California Civil Code Section 1668, nothing in this Agreement shall be construed to exempt the City from its own fraud, willful injury to the person or property of another, or violation of law. In addition, and notwithstanding the foregoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code section 2783, as may be amended from time to time, such duties of Consultant to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

**Section 6. STATUS OF CONSULTANT.**

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
- 6.2 Consultant No Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

**Section 7. LEGAL REQUIREMENTS.**

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Consultant's Failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.
- 7.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors

shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

7.4 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

7.5 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

## **Section 8. TERMINATION AND MODIFICATION.**

8.1 **Termination.** City may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement upon 30 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

8.2 **Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this

Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

8.3 **Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.

8.4 **Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

8.5 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

8.6 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall included, but not be limited to, the following:

8.6.1 Immediately terminate the Agreement;

8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or

8.6.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

## **Section 9. KEEPING AND STATUS OF RECORDS.**

9.1 **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and

agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

- 9.2 **Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 **Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement.

**Section 10 MISCELLANEOUS PROVISIONS.**

- 10.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the Contra Costa County or in the United States District Court for the Northern District of California.
- 10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

- 10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 **Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

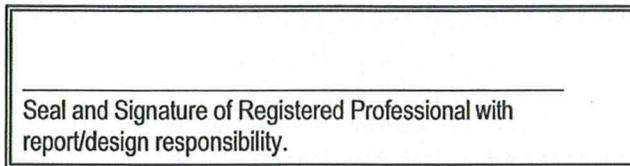
Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

- 10.8 **Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 **Contract Administration.** This Agreement shall be administered by Kevin Rohani, Public Works Director/City Engineer ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 10.10 **Notices.** Any written notice to Consultant shall be sent to:  
NCE  
Attn: J. Ryan Shafer, P.E., G.E.  
501 Canal Blvd., Suite I  
Richmond, CA 94804

Any written notice to City shall be sent to:  
City of Oakley  
Attn: Kevin Rohani, Public Works Director/City Engineer  
3231 Main Street  
Oakley, CA 94561

- 10.11 Professional Seal.** Where applicable in the determination of the contract administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.



- 10.12 Integration.** This Agreement, including the scope of work and insurance requirements attached hereto and incorporated herein as Exhibit A and Exhibit B, respectively represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

Exhibit A      Scope of Services and Fee Schedule  
Exhibit B      Insurance Requirements

- 10.13 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

The Parties have executed this Agreement as of the Effective Date.

CITY OF OAKLEY

NCE

\_\_\_\_\_  
Bryan H. Montgomery, City Manager

  
\_\_\_\_\_  
NCE Representative, Associate

Attest:

Approved to as Form:

\_\_\_\_\_  
Libby Vreonis, City Clerk

\_\_\_\_\_  
Derek Cole, City Attorney

**EXHIBIT A**  
**SCOPE OF SERVICES**



May 14, 2014

NCE Proposal No. 014.20.14

Mr. Kevin Rohani  
Director/City Engineer  
3231 Main Street  
Oakley, California 94561

**RE: Main Street Rehabilitation Project from Bridgehead Road to Big Break Road  
City Project No. 164  
Oakley, California**

Dear Mr. Rohani:

NCE is pleased to submit this proposal to the City of Oakley (City) for civil and pavement design services for the Main Street Rehabilitation Project in Oakley, California. The project section of Main Street will extend from Bridgehead Road (just east of Highway 160, outside Caltrans Right-of-Way) to Big Break Road, which is about a 1-mile long arterial street with four travel lanes and one two-way turn lane.

#### PROJECT UNDERSTANDING

Based on our meeting the City on April 8, 2014 with Mr. Kevin Rohani and Mr. Jason Kabalin, we understand that Main Street was the old Highway 4, before it was realigned, and was relinquished from Caltrans to the City. The subject section of Main Street last received an overlay about 20 years ago, and the only maintenance that had since been completed was the repair of the worst base failure areas in 2009 by Caltrans prior to being relinquished to City. The street asphalt surface is visibly aged and in need of pavement rehabilitation to address low to medium severity longitudinal and transverse cracking as well as block cracking, and potentially to accommodate increased traffic from future development. In preparation for future development, and the fact that this is a gateway road for the City, the City would like to rehabilitate Main Street employing economical rehabilitation strategies such as Cold In-Place Recycling (CIR), where feasible. As part of the project, the City would like to replace all curb ramps that are not ADA compliant.

We also understand that this section of Main Street is likely underlain by Sierra-Crete, a road base material by-product from Dupont Corporation. The presence of this material will require bid documents to address requirements for chemical profiling, management, and proper off-site disposal of this material by the contractor if encountered. NCE's scope will discuss this in greater detail in the following sections.

Other assumptions as discussed with the City are as follows:

- No Caltrans encroachment permit is required.
- Base map will consist of ortho-rectified aerial photo to be obtained by NCE's surveyor with the assumption that no topographic information is required given that no drainage improvements or changes to road geometry are envisioned by the City.

Richmond, CA  
501 Canal Blvd., Suite I  
Richmond, CA 94804  
(510) 215-3620

## SCOPE OF SERVICES

The purpose of our engineering services will be to provide civil engineering and pavement design in support of the planned rehabilitation project by the City. To accomplish the stated purpose we propose the following scope of services:

### TASK 1 – PROJECT MANAGEMENT & MEETINGS

#### 1A) *Project Kick-off, Progress Meetings:*

NCE's Project Manager will arrange a Kick-Off Meeting with the City to initiate work on the project. The objectives of the Kick-Off Meeting will be:

- Review of the scope of work
- Establish lines of communication
- Establish project schedule and milestones
- Define design and operation criteria

It is critical to establish effective lines of communication with, and coordination amongst, the various project stakeholders from the start of this project. These may include, but are not limited to, City staff (Engineering, Maintenance, Traffic Engineering, etc.), and third party utility and other service providers and area residents. To the extent that any construction conflicts or requirements and/or design issues can be identified early on, this will significantly help to minimize delays (and costs) later in the design process or during construction. Additionally, at the Kick-Off Meeting, the key deliverables and schedule for each task will be reviewed and adjusted accordingly to meet the City's needs.

Throughout the project, NCE staff will then make itself available to attend regularly scheduled meetings with the City including three design review meetings. The purpose of these meetings will be to identify and resolve any design issues that may surface in a timely manner, present design alternatives and recommendations thereon to City staff, and continue coordination with project stakeholders as necessary.

**Task 1A Deliverables:** Kickoff/Progress Meeting Agendas and Minutes

### TASK 2 – PAVEMENT REHABILITATION DESIGN

The scope of work we will perform under this task consists of the following:

#### 2A) *Pavement Deflection Testing:*

NCE will perform non-destructive pavement deflection testing in accordance with Caltrans Test Method (CTM) 356 using its Falling Weight Deflectometer (FWD) to evaluate the structural capacity of the subject section of Main Street. The Falling Weight Deflectometer is a conceptually simple yet powerful device for measuring the response of pavements under simulated wheel loads and estimating their structural capacities. Unlike previous generations of deflection testing equipment such as the Benkelman Beam, RoadRater and Dynaflect, the FWD is an impulse load device that more accurately simulates actual truck loadings.

Pavement designs are based upon a standard truck wheel loading, which is the 18-kip equivalent single axle load (ESAL). Each dual tire is therefore 9,000 pounds that is easily simulated by the FWD, which has the capacity to simulate loadings of up to 30,000 pounds.

As the load is applied to the pavement, up to 7 geophones measure the pavement deflection at varying distances from the load.

All four travel lanes of Main Street will be tested at approximately 100-foot intervals that will be staggered at one-half the test interval length in adjacent lanes or the opposite lanes of traffic. The center turn lane will be tested at 200-foot intervals. This results in about 240 total deflection test points, which can be completed in 1 day. We have assumed work can be completed from 8 a.m. to 5:00 p.m. during the weekdays. Separate data files will be established for each travel lane, so that separate analyses can be performed if desired or warranted.

NCE will also arrange for traffic control services through a subcontractor, ED Safety Services, while the deflection testing takes place. Traffic control will conform to the latest standards contained within the Manual of Uniform Traffic Control Devices (MUTCD) Part VI and the Caltrans Traffic Manual Chapter 5 "Traffic Control for Construction and Maintenance Work Zones", as well as City requirements.

#### *2B) Pavement Condition Survey:*

NCE will also perform a pavement condition survey of Main Street based on the Metropolitan Transportation Commission's Distress Identification Manual concurrent with the deflection testing. The surveys will generally cover the travel and turn lanes. Pavement condition surveys serve the purpose of further refining the appropriate pavement rehabilitation treatments that are developed based on pavement deflection testing and coring.

This condition survey will generally note the presence of load related and environmental distresses, such as alligator cracking, longitudinal and transverse cracking, rutting, patches and utility cuts, distortions and depressions as they pertain to developing appropriate pavement treatments. In addition, detailed locations for potential base repairs will be identified in the condition survey. The results of this condition survey will be used in the analysis and included in the Pavement Design Report.

#### *2C) Pavement Coring:*

To estimate existing pavement sections, NCE will collect pavement section core samples (4" to 8" diameter cores) from Main Street. Prior to marking the proposed core locations, NCE will review the coring plan with the City in the field if desired. NCE currently plans on a minimum of one core in each travel lane and the two-way turn lane approximately every 1,500 to 2,000 feet, for a total of approximately 15 core locations. In addition, we will perform up to 15 additional pavement cores within pavement areas identified for base repairs to note the presence of Sierra-Crete. The coring will be conducted by a two-person crew using NCE's rotary coring rig, and supplemental traffic control assistance will be provided.

For each core sample, NCE will measure and record the thickness and material type of each layer encountered in the pavement section, including the presence of any pavement reinforcing fabric. At the core locations our field technicians will also note the presence of Sierra-Crete if readily observable below the pavement. Additionally, at 3 of the core locations we will collect bulk samples of subgrade materials for laboratory testing, such as R-value, moisture content, and plasticity index to characterize the subgrade conditions from a pavement engineering standpoint. To collect the bulk samples, this will require penetration through the Sierra-Crete/AB layer and therefore our technicians will note

thickness of the Sierra-Crete/AB only at these three locations. Due to the presence of Sierra-Crete our environmental staff will prepare an appropriate health and safety plan for proper handling of materials encountered, and requirements for field staff to utilize appropriate personal protective equipment (PPE). The core locations will then be backfilled with the excavated materials and capped with AC cold patch. It is estimated that 2.5 days will be required to complete field coring activities. Each core sample will be logged and stored at NCE's office and retained through the duration of the project construction before they are disposed.

Similar to the deflection testing, NCE will also arrange for traffic control services through a traffic control subcontractor.

#### *2D) Pavement Design Recommendations:*

Using the data obtained in Tasks 2A – 2C, NCE will perform pavement analysis and design services, and develop pavement rehabilitation recommendations for Main Street. NCE will perform its analysis in accordance with the Caltrans Highway Design Manual.

The deflection data will be analyzed and pavement rehabilitation strategies developed in accordance with the City's objectives. NCE will develop recommendations for resurfacing treatments (pavement overlays) in accordance with the design procedures in the Caltrans Highway Design Manual. Additionally, NCE will develop recommendations including, but not limited to, the following:

- Conventional Hot Mix Asphalt (HMA) pavement overlays
- Rubberized Hot Mix Asphalt (RHMA) overlays
- Warm Mix Asphalt (WMA) overlays
- Alternative rehabilitation methods (in-place recycling, mill & fill treatments, etc.)
- Locations and treatments of failed pavement sections (base repairs)
- Full-width milling and wedge grinding requirements

NCE will then summarize its recommendations in a Pavement Design Report to the City that will include the following:

- Results of deflection testing
- Results of coring activities
- Results of laboratory analyses
- Description of testing procedures
- Description of analysis performed for the project
- Recommended alternatives for pavement rehabilitation as well as preliminary costs

NCE will submit two (2) copies of its draft report to the City for initial review. If requested, NCE will meet with City staff to present its draft report and review the findings and recommendations contained therein. Upon receipt of any comments from the City, NCE will then prepare its final report, which will be signed and stamped by NCE's Project Manager. Two (2) copies of the final report will then be provided to the City reflecting any comments on the draft report.

**Task 2 Deliverables:** Draft & Final Pavement Design Reports.

#### **TASK 3 – PLANS, SPECIFICATIONS & ESTIMATES (PS&E)**

The work that will be performed during developing design plans, specifications, and estimates are outlined in the subsequent tasks.

*3A) Data Gathering:*

NCE will review relevant available data and records from the City as listed in the previous section, public and private utility providers, and other sources that may be appropriate to support the preparation of project contract documents. These may include, but are not limited to aerial photographs of the City; as-built street improvement and infrastructure plans, striping and markings, as-built plans from utility providers, including any preliminary plans for future work that may conflict with this project. The gathered information will be compiled and included in the base map used for design. Based on our review we will identify any data gaps or missing information and provide this information to the City for review and discussion.

**Task 3A Deliverables:** Utility mapping.

*3B) Aerial Base Map:*

NCE's Project Surveyor, Mountain Pacific Surveys, will perform aerial fly-over to produce an ortho-rectified aerial photograph of the street section that can be scaled and used as a base map for the project. Topographic surveys will not be completed, as the City has indicated that no major drainage improvements or complex changes to the roadway geometry are envisioned that would require topographic surveys.

**Task 3B Deliverables:** Ortho-rectified aerial photograph.

*3C) 65% PS&E:*

NCE will prepare the 65% Plans, Specifications and Engineer's Estimate of probable construction cost (PS&E) for the planned pavement rehabilitation alternative based on the pavement design. The 65% plans will incorporate schematic design elements, depict, if applicable, all localized repair (digout) areas dimensioned both on the plans and in tabular format, as well as all conform grind locations at intersecting side streets, curb and gutter locations identified for repair during the pavement design tasks, and limits of work. Additionally, a table summarizing major work items (e.g. HMA tonnage, base repair area, etc.) and their estimated quantities will be developed and included on the respective plan sheets. We also find that this information is particularly useful to contractors when assembling construction bids and schedules, thus resulting in more competitive bids, and to the City for verifying pay quantities during construction.

The Technical Specifications will be prepared in MS Word format and will follow both the City's formatting conventions and will be in Caltrans format. The Technical Specifications and details will reference the City's standard provisions and Caltrans 2010 Standards (including subsequent updates). NCE will, however, recommend deviating from Caltrans standards where, from our experience, such changes will improve the likelihood of achieving a successful construction project without compromising the integrity of the design. NCE recognizes the value of incorporating Caltrans Standard Specifications in projects such as these, both because these specifications have been developed by an agency that designs and builds a vast amount of highway work, and because most contractors performing public works construction in Northern California are familiar with them. Caltrans, however, has the resources to administer projects quite differently than most local agencies, so NCE advocates modifying the Caltrans Standard Specifications to better fit the abilities, needs,

and budgets of municipal agencies. It is currently envisioned that disturbance of these materials during construction will be limited to base repair locations and that rehabilitation strategies would likely be limited to within the asphalt section, unless it is determined that the asphalt has been contaminated with Sierra-Crete.

NCE also believes that an efficient yet thorough Quality Control/Quality Assurance program is essential for getting the maximum value out of every dollar spent on construction. Projects designed by NCE therefore, contain technical specifications that attempt to optimize the balance between using rigid, but time-tested, specifications and meeting local agency needs, with the ultimate goal of obtaining the very best value for its clients.

The Engineer's Estimate of probable construction cost will be prepared in MS Excel format and will be based on the most recent construction cost data available to NCE for projects of this type. Because of NCE's involvement in the design and construction of numerous similar projects throughout the Bay Area and Northern California, we are confident in our ability to estimate the construction cost of the City's project. This initial estimate will then be updated and refined as the design effort progresses.

It is assumed that the City will require a 10-day review/comment period once the 65% PS&E package is submitted.

**Task 3C Deliverables:** One reproducible copy and "pdf" files of the 65% plans, technical specifications, and engineer's estimate of probable construction cost of probable construction cost.

#### *3D) 95% PS&E:*

The 65% PS&E will be revised to incorporate comments received from the City. NCE will meet with the City to review these comments, from which the 95% PS&E will be prepared. NCE will provide a response to each comment that is included in a comment table provided by the City. The 95% PS&E will include additional design information and details typically expected at this stage of completion, such as utility facilities (storm drain and sanitary sewer manholes, water and gas valves, and survey monuments) that will require adjustments to grade, traffic striping, and pavement legends. The 95% PS&E will then be packaged and submitted similar to the 65% PS&E unless directed otherwise.

The Technical Specifications will be further refined and at this stage of the design. We will review and comment on the City's front-end documents (bid and contract forms, General Provisions, Special Provisions, etc.), which the City will prepare and provide. The Engineer's Estimate of probable construction cost will also be updated to reflect the revised quantities of work depicted on the plans.

It is assumed that the City will require a 10-day review/comment period once the 95% PS&E package is submitted.

**Task 3D Deliverables:** One reproducible copy and "pdf" files of the 95% plans, technical specifications, and engineer's estimate of probable construction cost.

#### *3E) Final (100%) PS&E:*

The 95% PS&E will be revised to incorporate comments received from the City. NCE will again meet with the City to review these comments, from which the Final (100%) PS&E will

be prepared. NCE will provide a response to each comment that is included in a comment table provided by the City. The Final (100%) PS&E will include all notes and details necessary for construction. One reproducible copy of the Final (100%) PS&E will then be packaged and submitted similar to the 95% PS&E unless directed otherwise. It is assumed that the City will require a 5-day review/comment period once the Final (100%) PS&E package is submitted.

Upon receipt of the City's final review comments, the project documents will be finalized for bidding purposes.

A final quantity calculation will be tabulated and this will be entered into the final Engineer's Estimate of probable construction for the project. All final documents will be reviewed, stamped and signed by NCE's Project Manager, and the final PS&E will be delivered to the City in both hard copy and electronic formats.

**Task 3E Deliverables:** One wet-signed and one electronic file of the final plans, technical specifications, and engineer's estimate of probable construction cost. The electronic files for the final construction plans, specifications, and engineer's estimate of probable construction cost will be in AutoCAD 2012, Microsoft Word, and Microsoft Excel, respectively.

#### TASK 4 – BIDDING, CONSTRUCTION SUPPORT AND ADDITIONAL SERVICES AS REQUESTED

##### *4A) Bidding Support Services:*

NCE will provide the City with assistance during the advertisement and bidding periods for the project. This will include providing assistance to the City in attending the pre-bid conference, responding to questions received about the project design, and preparation of any addenda and/or clarifications to the PS&E that are deemed necessary. NCE can also assist the City in determining the responsiveness of bids received, with checking and tabulating bid results, and with developing recommendations for award of a construction contract to the City Council. We have assumed up to 22 office staff hours for the support during bidding; if additional effort is required beyond this, we will notify the City.

##### *4B) Construction Support Services:*

NCE will provide support services to the City during construction of the project. At a minimum, these services are anticipated to include attendance at the pre-construction conference, reviewing Contractor submittals and responding to Contractor requests for information, providing recommendations for any necessary construction changes due to unforeseen field conditions, assisting with the review of Contract Change Orders, and reviewing construction for acceptance. This task also includes review of the contractor's submittal for planned chemical profiling, management, and disposal of Sierra-Crete materials. This task does not provide any field inspection services and we understand that all construction inspection will be provided by the City. We have allocated 34 staff hours for office support during construction. If additional effort is required beyond the estimated staff hours, we will notify the City.

##### *4C) Post Construction Services:*

NCE will prepare Record Drawings from re-lined as-built plans provided to NCE by the City. NCE will provide one signed and stamped set of Record Drawings on 22" by 34" Mylar,

incorporating the changes during construction, and an AutoCAD and PDF file of the Record Drawings.

NCE environmental staff will also review copies of trucking and disposal manifests and compile this information within a technical memorandum (TM) for City records.

**Deliverables:** One signed stamped set of record drawings on Mylar and electronic copies in AutoCAD and PDF file format. TM including all disposal manifests.

### CITY RESPONSIBILITIES

The City will perform and provide the following during design of the project:

- Provide such information regarding utilities (i.e. water, sanitary sewer, electrical, and storm drain), site features and existing construction as is available from City. This will include all necessary boundary and property limits for design of project.
- Provide project requirements, including design objectives, budget, constraints and criteria. City's requirements will be further defined during preliminary design.
- Prepare upfront specifications with consultant review, including General Provisions and Special Provisions for inclusion in the contract documents.
- Prepare and process environmental documents in connection with the project.
- Provide City Standard Provisions
- Provide City Standard Design Criteria
- Provide any GIS aerial maps
- Provide Electronic file of City cover sheet template

### SCHEDULE

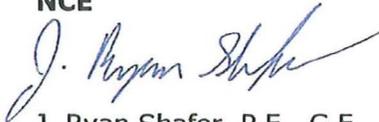
We have assumed that the notice to proceed and kick-off meeting will occur in early June and anticipate design and construction can be completed in accordance with the attached preliminary schedule. We anticipate completing final 100% PS&E within 6 months after the notice to proceed.

### FEE ESTIMATE

NCE will provide the defined scope of work on a lump sum basis for a not to exceed fee of \$96,200 as defined in further detail in the attached fee estimate and in accordance with the attached schedule of charges.

Sincerely,

**NCE**



J. Ryan Shafer, P.E., G.E.  
Associate

Enclosed:     Project Schedule  
                  Schedule of Charges  
                  Fee Estimate





**SCHEDULE OF CHARGES 2014  
CITY OF OAKLEY**

**PROFESSIONAL SERVICES**

Principal.....	\$220/hour
Associate .....	\$175/hour
Senior .....	\$150/hour
Project.....	\$125/hour
Staff.....	\$110/hour

**TECHNICAL SERVICES**

Senior Construction Manager*.....	\$120/hour
Senior Designer .....	\$120/hour
Senior Technician/Construction Inspector* .....	\$110/hour
CAD Technician.....	\$90/hour
Senior Field Scientist .....	\$105/hour
Field Scientist .....	\$85/hour
Project Administrator .....	\$90/hour
Field/Engineering Technician.....	\$85/hour
Technical Word Processing.....	\$70/hour
Clerical .....	\$70/hour

**CONTRACT LABOR**

From time to time, NCE retains outside professional and technical labor on a temporary basis to meet peak workload demands. Such contract labor will be charged at regular Schedule charges.

**LITIGATION SUPPORT**

Expert testimony in depositions, hearings, mediations, and trials will be charged at 300% of the above rates.

**EQUIPMENT**

Plotter Usage.....	(separate fee schedule)
Truck .....	\$90/day
Automobile.....	IRS Standard Mileage Rate+10%
Falling Weight Deflectometer Testing .....	\$3,500/Day
Coring .....	\$4,500/Day
Environmental Equipment.....	(separate fee schedule)

**OUTSIDE SERVICES**

Rental of equipment not ordinarily furnished by NCE and all other costs such as special printing, photographic work, travel by common carrier, subsistence, subcontractors, etc. ....cost+10%

**COMMUNICATION/  
REPRODUCTION**

In-house costs for long-distance telephone, faxing, postage, printing and copying ..... project labor charges x 5%

**TERMS**

Billings are payable upon presentation and are past due 30 days from invoice date. A finance charge of 1.5% per month, or the maximum amount allowable by law, will be charged on past-due accounts. NCE makes no warranty, either expressed or implied, as to its findings, recommendations, specifications, or professional advice except that they are prepared and issued in accordance with generally accepted professional practice.

\* Rate will be adjusted for prevailing wages required on Public Works projects in the State of California.

City of Oakley  
Main Street Rehabilitation Project  
Fee Estimate  
May 14, 2014

Task Description	Labor Hours							Labor Expenses	Deflection Testing & Coring	ED Safety Traffic Control	RGH - Laboratory Testing	Mountain Pacific Surveys - Surveying	Reimbursable Expenses	Total Cost		
	Project Manager	Principal	Senior Engineer	Project Engineer	Staff Engineer	Field Technician	Clerical									
<b>1. Project Management &amp; Meetings</b>	<b>Rate</b>	<b>\$175</b>	<b>\$220</b>	<b>\$150</b>	<b>\$125</b>	<b>\$110</b>	<b>\$85</b>	<b>\$70</b>								
1A. Project Kickoff, Progress Meetings	16			12	12				2	\$ 6,240				\$ 200	\$ 6,400	
<b>2. Pavement Rehabilitation Design</b>																
2A. Pavement Deflection Testing	1				2	2				\$ 645	\$ 4,375	\$ 1,485			\$ 6,500	
2B. Pavement Condition Survey	2						8			\$ 2,030				\$ 200	\$ 2,200	
2C. Pavement Coring <sup>1,2</sup>	2	4			16		8			\$ 3,910	\$ 11,250	\$ 1,485	\$ 1,650	\$ 100	\$ 18,400	
2D. Pavement Design Recommendations	8	4			24			4		\$ 5,560				\$ 200	\$ 5,800	
<b>Sub-Totals</b>	<b>13</b>	<b>8</b>			<b>50</b>	<b>2</b>	<b>16</b>	<b>4</b>		<b>\$ 12,145</b>	<b>\$ 16,625</b>	<b>\$ 2,970</b>	<b>\$ 1,650</b>	<b>\$ 500</b>	<b>\$ 32,900</b>	
<b>3. Plans, Specifications &amp; Estimates (PS&amp;E)</b>																
3A. Data Gathering	2			4	16	8		1		\$ 3,900				\$ 100	\$ 4,000	
3B. Aerial Base Map <sup>4</sup>	1			1	2					\$ 575			\$ 4,180		\$ 4,800	
3C. 65% PS&E <sup>2</sup>	6	3		24	80	24		2		\$ 18,090				\$ 500	\$ 18,600	
3D. 95% PS&E	4	3		18	40	16		2		\$ 10,960				\$ 500	\$ 11,500	
3E. Final (100%) PS&E	4	2		8	20	8		2		\$ 5,860				\$ 500	\$ 6,400	
<b>Sub-Totals</b>	<b>17</b>	<b>8</b>		<b>55</b>	<b>168</b>	<b>56</b>		<b>7</b>		<b>\$ 39,385</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 4,180</b>	<b>\$ 1,600</b>	<b>\$ 45,300</b>
<b>4. Bidding, Construction Support &amp; Post Construction Services</b>																
4A. Bidding Support Services	4			4	12			2		\$ 2,940				\$ 100	\$ 3,000	
4B. Construction Support Services	8			8	16			2		\$ 4,740				\$ 100	\$ 4,800	
4C. Post Construction Services (As-builts)	2	8			8			2		\$ 3,250				\$ 500	\$ 3,800	
<b>Sub-Totals</b>	<b>14</b>	<b>8</b>		<b>12</b>	<b>36</b>			<b>6</b>		<b>\$ 10,930</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 700</b>	<b>\$ 11,600</b>	
<b>Total</b>	<b>60</b>	<b>24</b>		<b>79</b>	<b>256</b>	<b>68</b>	<b>16</b>	<b>19</b>		<b>\$ 68,700</b>	<b>\$ 16,625</b>	<b>\$ 2,970</b>	<b>\$ 1,650</b>	<b>\$ 4,180</b>	<b>\$ 3,000</b>	<b>\$ 96,200</b>

**Notes**

- 1) 30 pavement cores will be obtained on Main Street, for which NCE will measure and record the thickness and material type of each layer encountered in the pavement structural section, including the presence of any pavement reinforcing fabric. AB thickness will only be measured at the three bulk sample locations.
- 2) Bulks samples of subgrade will be obtained at three of the pavement core locations for laboratory testing including plasticity index, moisture content, and R-value to characterize the subgrade from a pavement engineering standpoint.
- 3) NCE will field locate the approximate locations of utility covers, which will be placed onto design plans for adjustment of utility covers during construction, utility alignments and depths will not be provided.
- 4) The aerial base map that will be performed by our surveyor does not include any topographic and/or boundary condition surveys with the assumption that the project will not include drainage improvements, complex changes in street geometry or intersection improvements, or reconstruction. Design plans will be based on field inventories and approximate field measurements to verify items such as utility covers, cross-slope, street widths and lengths, striping, and ADA ramp measurements for replacement candidates.

## EXHIBIT B

### INSURANCE REQUIREMENTS

#### **Specific Insurance Requirements and Required Policy Limits**

##### **PROFESSIONAL SERVICES CONTRACTS:**

Including, but not limited to architects, engineers, consultants, counselors, attorneys and accountants.

Consultant shall procure and maintain for the duration of its contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the consultant, his agents, representatives, employees or subcontractors.

##### Minimum scope of coverage

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability insurance.
4. Errors and Omissions liability insurance appropriate to the consultant's profession. Architects and Engineers coverage shall be endorsed to include contractual liability.

##### Minimum limits of insurance

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately for this project/location or the general aggregate limit shall be twice the required occurrence limit (e.g. \$2,000,000).
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Errors and Omissions Liability: \$1,000,000 per occurrence.

##### Other insurance provisions

The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of work or operations as performed by or on behalf of consultant; or automobiles owned, leased, hired or borrowed by the consultant.
2. For any claims related to this project, the consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees and volunteers shall be in excess of the consultant's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, unless thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

Waiver of Subrogation

The Workers' Compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the work performed by the named insured for the City.

Deductibles and Self-Insurance Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers, or the consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved in writing by the City.

Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms provided those endorsements conform to the City's requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Subcontractors

Consultants shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

RESOLUTION NO. \_\_\_-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY APPROVING AN AGREEMENT WITH NCE FOR DESIGN SERVICES ASSOCIATED WITH CAPITAL IMPROVEMENT PROGRAM PROJECT NUMBER 164 – MAIN STREET RESURFACING PROJECT (BRIDGEHEAD ROAD TO BIG BREAK ROAD) AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

**WHEREAS**, as part of the Fiscal Year 2014/2015 Budget the City of Oakley approved a 5-Year Capital improvement Program (CIP); and

**WHEREAS**, Project Number 164 is to rehabilitate and resurface Main Street between Bridgehead Road and Big Break Road; and

**WHEREAS**, NCE, is the premiere engineering firm in the bay area with expertise in pavement engineering and design; and

**WHEREAS**, NCE, has submitted a proposal to prepare design drawings, specifications, and cost estimates for CIP Project Number 164 for an amount not to exceed \$96,200; and

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED**, that the City Council of the City of Oakley hereby approves the agreement with NCE for the preparation of engineering design drawings, specifications, and cost estimates for CIP Project Number 164 for an amount not to exceed \$96,200, in the form attached hereto as Exhibit A, and authorizes the City Manager to execute said agreement.

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on the 27<sup>th</sup> of May, 2014 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTENTIONS:

APPROVED:

ATTEST:

\_\_\_\_\_  
Randy Pope, Mayor

\_\_\_\_\_  
Libby Vreonis, City Clerk

\_\_\_\_\_  
Date