



TO THE HONORABLE MAYOR AND COUNCIL:

DATE: June 8, 2009

SUBJECT: APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH JMEC ENGINEERING, INC. FOR PROJECT NO. 1854, SEISMIC RETROFIT OF MARSH DRIVE BRIDGE; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

Report in Brief

Project No. 1854, Seismic Retrofit of the Marsh Drive Bridge over Walnut Creek Channel, provides for the seismic upgrade of Marsh Drive Bridge. Staff has previously authorized JMEC Engineering, Inc. to prepare 50% level-of-completion design work per its Master Agreement with the City. This work was funded with a federal grant. This proposed Professional Services Agreement is to complete the design work.

Staff recommends that the Council approve a Professional Services Agreement with JMEC Engineering, Inc. in an amount not-to-exceed \$54,800 for design services for Project No. 1854, Seismic Retrofit of the Marsh Drive Bridge over Walnut Creek Channel; and authorize the City Manager to execute the agreement.

Background

The Marsh Drive Bridge spans the Walnut Creek Channel and is located approximately 1,000 feet west of Solano Way in North Concord. It was originally constructed in 1938 as a 203-foot long bridge with one lane in each direction. The bridge was lengthened in 1965 and is now 326 feet long. The jurisdictional limit of the City of Concord and Contra Costa County is located mid-span; the City owns the eastern half of the bridge and the County owns the western half.

In June 1998, the Council approved the Seismic Retrofit of the Marsh Drive Bridge over Walnut Creek Channel Project. The project will provide for the seismic upgrade of the Marsh Drive Bridge and is mainly funded by a federal grant with the required match provided by the State. In 2003, the project was placed on hold when the State suspended its matching funds. The project was reactivated during FY 2006-07 when State funds became available and is currently in the preliminary engineering phase, which includes environmental documentation and design. This phase is mainly funded by a \$118,748 Seismic Safety Retrofit Program federal grant administered by Caltrans. The City is the lead agency for the project while the County provides support.

On June 27, 2006, the Council approved a two-year Master Agreement with JMEC Engineering, Inc. (JMEC) to provide structural engineering design services for the City's Capital Improvement Program (CIP) projects. The agreement was renewed for FY 2008-09. The Master Agreement authorizes

**APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH
JMEC ENGINEERING, INC. FOR PROJECT NO. 1854,
SEISMIC RETROFIT OF MARSH DRIVE BRIDGE**

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the Department Head and City Manager to approve Task Orders subject to \$50,000 and \$75,000 limits, respectively, per Task Order per project.

Discussion

Initially, JMEC submitted a proposal in the amount of \$99,800 for design work. Staff intended to present this proposal to the Council for approval. However, the State alerted staff of the grant program's expenditure deadline of June 30, 2009. To secure the unspent funds, staff issued a Task Order to JMEC in the amount of \$45,000 for 50% level-of-completion design work. Concurrently, staff submitted a request to Caltrans to extend the deadline. On May 7, 2009, Caltrans approved staff's request and extended the deadline to June 30, 2010. JMEC is nearing completion of the initial design work.

The proposed Agreement with JMEC is to complete the design of the project. JMEC's proposal of \$54,800 will bring its total design cost to \$99,800, which exceeds the City Manager's authorized limit of \$75,000 under the Master Agreement. Therefore, staff is presenting JMEC's proposal to the Council for its consideration.

The design cost of \$99,800 is 5% of the project budget - approximately \$2M - and falls under the standard range for design services cost.

Fiscal Impact

There are sufficient federal and state funds in the project budget to pay for JMEC's services under the proposed Agreement.

Public Contact

Posting of the Council Agenda.

Recommendation for Action

Staff recommends the City Council approve a Professional Services Agreement with JMEC Engineering, Inc. in an amount not-to-exceed \$54,800 for design services for Project No. 1854, Seismic Retrofit of the Marsh Drive Bridge over Walnut Creek Channel; and authorize the City Manager to execute the agreement.

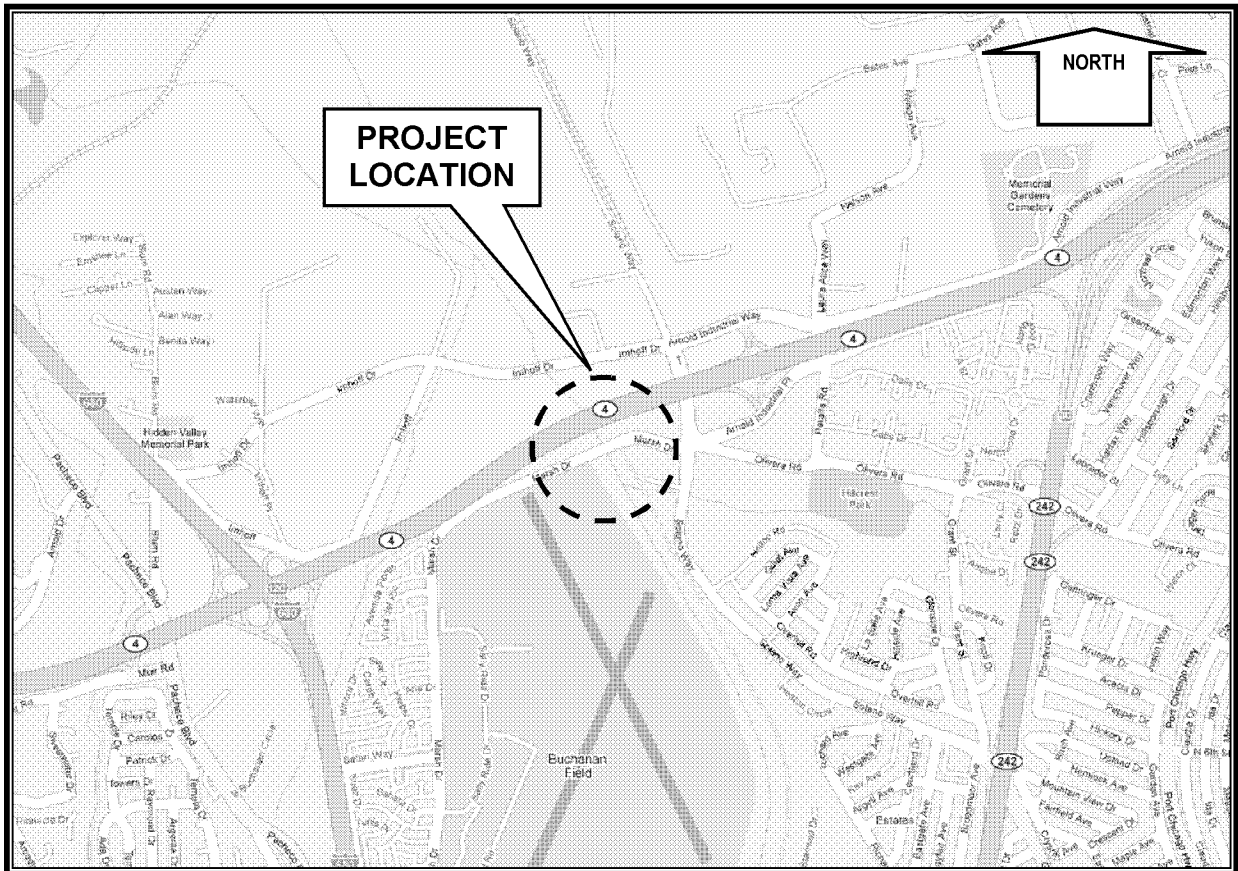


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Director Building, Engineering &
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Enclosures: Attachment 1 – Vicinity Map
Attachment 2 – JMEC Professional Services Agreement



VICINITY MAP

No Scale

AGREEMENT FOR PROFESSIONAL SERVICES

DESIGN PROFESSIONALS

1
2 THIS AGREEMENT ("Agreement") is entered into on **June 8, 2009** between the City of
3 Concord (the "CITY") and **JMEC Engineering Inc., 165 Lennon Lane, Suite 106, Walnut Creek**
4 **CA, 94598** (the "CONSULTANT").

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

7 The City desires to contract with JMEC Engineering Inc., and JMEC Engineering Inc. to
8 contract with the City for provision by JMEC Engineering Inc. to the City for professional services
9 including engineering design services for **Seismic Retrofit of the Marsh Drive Bridge over Walnut**
10 **Creek Channel, Project No. 1854**, as further described herein, upon the terms and conditions
11 hereinafter set forth.

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

14 1. **Effective Date.** The effective date of this Agreement is **June 8, 2009**.

15 2. **Services.** CONSULTANT shall provide engineering design services for **Seismic**
16 **Retrofit of the Marsh Drive Bridge over Walnut Creek Channel, Project No. 1854**, described in
17 detail in Exhibit A, proposal from JMEC Engineering, Inc., dated March 10, 2009, attached hereto and
18 made a part hereof.

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

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

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

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

9 The CITY authorized representative is **Alex Pascual, PE, Director of Building, Engineering**
10 **and Neighborhood Services**. The CONSULTANT authorized representative is **Esmond Chan, PE,**
11 **SE, President**.

12 **5. Compensation.** CONSULTANT shall be compensated on a time and materials basis
13 **not to exceed \$54,800** for basic services rendered under Section 2, as more particularly described in
14 Exhibit A, Compensation; and CONSULTANT shall be compensated for additional services rendered
15 under Section 3, as more particularly described in a fully approved and executed addendum to this
16 Agreement.

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

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

25 **6. Term.** The term of this Agreement, subject to termination as set forth in Section 13,
26 shall be from the **effective date through May 31, 2010**.

27 The CITY'S Authorized Representative may extend the term of the agreement for a period not
28 to exceed **12 months** if necessary for the CONSULTANT to complete the Scope of Work or any

1 additional Scope of Work previously authorized by the CITY. Such Extension of time shall be in
2 writing by a duly executed addendum or amendment to this agreement.

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

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

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

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

28 **10. Indemnification.** CONSULTANT agrees to indemnify and hold harmless the City,

1 its officers, agents, employees and volunteers from and against any and all claims, demands, actions,
2 losses, damages, injuries, and liability (including all attorney's fees and other litigation expenses)
3 arising out of the negligent acts, errors or omissions, recklessness or willful misconduct of
4 CONSULTANT in the performance of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

1 **12. Suspension of Work.** CITY may, at any time, by ten (10) days' written notice,
2 suspend further performance by CONSULTANT. All suspensions shall extend the time schedule for
3 performance in a mutually satisfactory manner, and CONSULTANT shall be paid for services
4 performed and reimbursable expenses incurred prior to the suspension date. During the period of
5 suspension, CONSULTANT shall not receive any payment for services, or expenses, except for
6 reasonable administration expenses, incurred by CONSULTANT by reason of such suspension.

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

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

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

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

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

1 regulations relative to nondiscrimination on the grounds of race, religion, color, sex, or
2 national origin.

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

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

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

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

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

27 **20. Integration.** The Agreement contains the entire agreement and understanding between
28 the parties as to the subject matter of this Agreement. It merges and supersedes all prior or

1 contemporaneous agreements, commitments, representation, writings, and discussions between
2 CONSULTANT and CITY, whether oral or written.

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

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

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

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

19
20 To CITY

**Alex Pascual, PE, Director of Building,
Engineering and Neighborhood Services
City of Concord
1950 Parkside Drive, MS40
Concord, CA 94519
Phone: (925) 671-3470
Fax: (925) 798-9692**

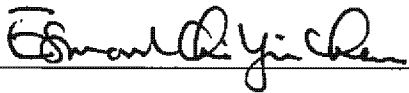
21
22
23
24 To CONSULTANT

**Esmond Chan, PE, SE, President
JMEC Engineering Inc.
165 Lennon Lane, Suite 106
Walnut Creek, CA 94598
Phone: (925) 944-8999
Fax: (925) 944-9998**

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

3
4 **CONSULTANT**

CITY OF CONCORD

5
6 By: 

By: _____

7 Name: Esmond Chan, PE, SE
8 Title: President
9 Address: 165 Lennon Lane, Suite 106
 Walnut Creek, CA 94598
10 Telephone: (925) 944-8999

Name: Daniel E. Keen
Title City Manager
Address: 1950 Parkside Drive MS01
 Concord, CA 94519
Telephone: (925) 671-3150

11 APPROVED AS TO FORM:

ATTEST:

12
13 _____
Sr. Assistant City Attorney

City Clerk

14 Date: _____, 2009

15
16 **FINANCE DIRECTOR'S CERTIFICATION:**

17 Concord, California

18 Date: _____, 2009

19
20 I HEREBY CERTIFY THAT ADEQUATE FUNDS EXIST OR WILL BE RECEIVED
21 DURING THE CURRENT FISCAL YEAR FY2008-09 TO PAY THE ANTICIPATED
22 EXPENSES TO BE INCURRED PURSUANT TO THIS CONTRACT.

23 THE SUM OF \$54,800.00

24 Account Code: 4729500C999 63242 4721854113 63242

25 _____
26 Finance Director's Signature
27
28

PROJECT DESCRIPTION

The Marsh Drive Bridge over Walnut Creek (Caltrans Bridge No. 28C-0442) is located at the eastern end of the Buchanan Field Airport between the County of Contra Costa and the City of Concord. It is a 2 lane 10-span concrete slab bridge with a total length of 324'-7". The overall width of the bridge is 34'-6". Span lengths vary from 25' to 36'-4". The original bridge was built in 1938, which was later lengthened by 123' in 1965. The design of the seismic retrofit and the structure plans, specifications and estimates were completed in 1998 by EQE Engineering and Design (EQE) with Caltrans as the lead agency.

The City is intending to complete and modify the retrofit design, to bring it up to the current Caltrans requirements, to include the required mitigation for scour critical condition and to add provisions for future widening as requested by the County. The roadway portion of the project will then be combined with the structure seismic retrofit plans so that the project can be advertised for bid in 2010. Funding for the design of this project will be 80% from the HBRRP (Highway Bridge Replacement and Rehabilitation Program), and the remaining 20% funding will be contributed from the City of Concord and the Contra Costa County. Due to recent funding change, the federal share of the construction cost including environmental mitigation and construction engineering services is 88.53%.

Design Standards shall be in accordance with Chapter 11 of the "Local Assistance Procedures Manual" and Section 7.6 of the "Local Assistance Program Guidelines", including the following documents:

- Bridge Design Manual – modified AASHTO specifications
- Seismic and Foundation Design Criteria are per Geotechnical Recommendations
- Caltrans Seismic Design Criteria, Version 1.3
- Caltrans Memo to Designer 20-4 "Earthquake Retrofit Guidelines for Bridges", dated October 1995
- Caltrans Standard Specifications & Standard Plans dated May 2006

SCOPE OF WORK

The retrofit design completed by EQE will include the following design modifications:

- Include required mitigation for scour critical condition at Bents 2A, 3A, 4A, Abutment 1, and Bents 2 to 6.
- Add provisions for future bridge widening of about 13' as requested by the County (approximately 6.5' on each side of existing bridge).

The 36" diameter CISS piles and the bent caps will be re-designed to accommodate the anticipated increase service loads and seismic loads. Bridge deck and concrete railing repair/rehabilitation are not part of the scope of work.

Scouring evaluation and the determination of anticipated scour depths and the revised specified pile tip elevations will be by Kleinfelder through a separate agreement with the City.

JMEC will prepare the civil and structure plans, estimates and technical specifications as required for construction. The preparation of the final bid documents, environmental documents and permits that are necessary for bidding and construction will be the responsibility of the City.

The scope of work is developed based on the following information provided by the City:

1. Updated Remaining Project Costs, prepared by City of Concord, March 31, 2006.
2. EQE Structural Engineering Memorandum for R.E. Pending File, prepared by EQE Engineering and Design, November 30, 1998.
3. Field Inspection Report, Degradation Analysis Report, Seismic Retrofit Impact Report, prepared by Northwest Hydraulic Consultants, Inc., December 1997.
4. Marsh Drive Seismic Retrofit Project, Fisheries Reconnaissance Analysis of Walnut Creek, prepared by Sycamore Associates in conjunction with Hanson Environmental, Inc., March 24, 2000.
5. Quantities Calculations for Walnut Creek Bridge on Marsh Drive, prepared by EQE Engineering and Design, October 1998.
6. Check Quantity Calculations for Walnut Creek Bridge on Marsh Drive, prepared by EQE Engineering and Design, October 1998.
7. Final Strategy Report for Walnut Creek Bridge on Marsh Drive, prepared by EQE Engineering and Design, July 17, 1997.
8. Notice to Contractors and Special Provisions for Seismic Retrofit of Marsh Drive Bridge over the Walnut Creek Channel, prepared by the City of Concord, July 2000.
9. Transmittal Letter for PS&E of Walnut Creek Bridge at Marsh Drive, prepared by Caltrans, December 16, 1998.
10. Bridge Seismic Retrofit Calculations for Walnut Creek Bridge on Marsh Drive, Volumes 1 and 2, prepared by EQE Engineering and Design, October 1998.
11. Structure Plans (full size, 8 sheets) for Walnut Creek Bridge on Marsh Drive, prepared by EQE Engineering and Design, October 23, 1998.
12. Technical Specifications for Structures – Walnut Creek Creek Bridge (Marsh Drive), Final Draft, prepared by EQE Engineering and Design, November 30, 1998.

This project is divided into 2 phases. Phase I includes the Preliminary Engineering and the Final Design up to 50% completion of the plans specifications and estimates (PS&E). The Phase II project includes developing the Phase I work to a final PS&E and construction bid document. In each of these two phases, JMEC will provide technical support to the City for environmental review and Caltrans liaison.

PHASE II – FINAL DESIGN AND FINAL CONSTRUCTION DOCUMENTS

For the purpose of project management, tracking progress and schedule, Phase II is divided into various tasks with sub-tasks as described below.

Task 0 – Project Management

- a. General Project Management – Monitor project progress and budget, supervise in-house staff, maintain a filing system, and prepare correspondences and memos.

- b. Meetings – Coordinate work with the City, geotechnical engineer, County of Contra Costa, Caltrans and meet with City’s staff to review and finalize design.
- c. Quality Control – Maintain a quality control program throughout the project.

Task 1 – Preliminary Engineering

The preliminary engineering was completed in the Phase I work.

Deliverables: None

Task 2 – Final Project Design

The design completed in the Phase I work will be confirmed and the comments received from the City, County, Caltrans, and various agencies will be incorporated in the design. The construction documents will be submitted for the City’s review at 80% (checked details) and 100% (final construction documents) design level. The intent of these submittals is for the City, County, Caltrans and other agencies to review, and to allow for major comments before the design and PS&E are completed.

Plans, Specifications and Engineer’s Cost Estimates will follow that of Caltrans and City’s Format. Technical sections of the project specifications will be prepared in MS Word. CAD drafting will be prepared in AutoCAD release 2007 or lower version.

The followings are anticipated plan sheets:

- Title Sheet
- Civil Plans
 - Site Plan
 - Detour Plan
 - Construction Area Traffic Control Plan
- Structure Plans
 - General Plan
 - Foundation and Pile Layout Plan
 - Bent Retrofit Details No. 1
 - Bent Retrofit Details No. 2
 - Hinge Details No. 1
 - Hinge Details No. 2
 - Restrainer Details
- As-built Log of Test Borings (to be prepared by others)

For the structure plans, EQE Engineering and Design was the original designer. Because of changes in design standards and design loads as described above, the structure plans shall be modified,

independently checked, and redrawn as required to bring the plans up to the current design requirements. A California registered Civil Engineer shall sign the revised plans and specifications. The structure plans will be prepared using drawing border and format provided by the City.

The following deliverables will be included for the 80% Submittal and 100% Submittal.

80% Submittal: This submittal will incorporate comments for the 50% submittal. Details, technical sections of the project specifications and quantities will be checked, and a set of biddable construction documents will be prepared. This submittal phase is for the City, County and Caltrans to perform a final check.

Deliverables: 6 sets of blackline (full size)
6 sets of ½ size plans
6 sets of project specifications
6 sets of engineer's cost estimates
2 sets of 50% review comments (City, County, Caltrans and other agencies)

100% Submittal: This submittal represents complete checked plans and submittal of the original drawings, ready for bidding, and includes comments for the 80% submittal.

Deliverables: 6 sets of blackline (full size)
6 sets of ½ size plans
6 sets of project specifications
6 sets of engineer's cost estimates
2 copies of design calculations
2 copies of quantity calculations
2 sets of 80% review comments (City, County, Caltrans and other agencies)

Task 3 – Environmental Support Services

Additional services if required for the NEPA and CEQA environmental clearances (besides the environmental studies already completed by the City of Concord), including preparation of additional documentation for obtaining necessary regularly permits and certificates will be by other consultants under separate contracts from the City.

According to the Preliminary Environmental Study Form as outlined in Chapter 6 of the Local Assistance Procedures Manual, the following studies (by others) may be required for this project:

- Water quality study
- Natural environment study
- Biological assessment including endangered species
- Preparation of APE Maps (archeological and historical)
- Historical property survey
- Archeological study (ASR)
- Architectural survey report
- Section 4(f) evaluation

- Section 404 permit, Section 1601 permit and water quality certification

Task 4 – Supplemental Services

Supplemental services will include the following:

- Provide technical support to the City in various management and administrative efforts as required for the HBRRP process and the various liaison tasks with Caltrans Division of Local Assistance.

Task 5 – Construction Support Services as required to resolve construction related issues, including attending pre-bid conference, preparing addenda, performing construction review, and reviewing shop drawings will be considered as extra work and is not part of this agreement. Scope of work and budget will be provided upon receiving request from the City, and work shall not proceed without written approval from the City.

Project Schedule

The milestones for completion of various phases of the Phase II design as outlined in Task 1 and Task 2 are as follows (assuming the City and County require a 3-week review period for each submission).

Complete 80% submittal	to be determined by the City
Complete 100% submittal	to be determined by the City

Bridge No. (28C-0442) - Seismic Retrofit of Marsh Drive Bridge over Walnut Creek, STPLZ-5135(012) - Phase II Design
 City CIP Project No: PJ1854
 Cost Proposal : JMEC Engineering Inc.

10-Mar-09

ITEM	FIRM	Proj Mgr	Sr Engr	Proj Engr	Engr	CADD	Clerical	TOTAL	COST
TASK 0.0 Project Management	JMEC	20						20	\$3,000.00
TASK 1.0 Preliminary Engineering	JMEC							0	\$0.00
TASK 2.0 Final Project Design	JMEC								
50% Plans and Specifications (Completed in Phase I)	JMEC							0	\$0.00
80% Plans, Specifications and Estimates	JMEC	24	160	24		150	8	366	\$33,780.00
100% Plans, Specifications and Estimates	JMEC	8	60	16		60	8	152	\$13,780.00
TASK 3.0 Environmental Support Services (add'l consultant services by others as listed below)	JMEC	12						12	\$1,800.00
TASK 4.0 Supplemental Services (Caltrans LAP Liaison)	JMEC	12						12	\$1,800.00
Subtotal		76	220	40	0	210	16	562	\$54,160.00
Reimbursable Expenses - Printing & Mileage	JMEC								\$640.00
Consultant Services for Geotechnical Evaluation	Kleinfelder								TBD
Consultant Services for Additional Environmental Studies	TBD								TBD
Total Cost =									\$54,800

JMEC	\$150.00	\$105.00	\$100.00	\$75.00	\$70.00	\$60.00

Legend:
 JMEC : JMEC Engineering Inc.
 TBD: To be determined by the City of Concord