

**REPORT TO MAYOR AND CITY COUNCIL****TO THE HONORABLE MAYOR AND CITY COUNCIL:**

DATE: January 28, 2014

SUBJECT: APPROVE A PROFESSIONAL SERVICES AGREEMENT AMENDMENT WITH AECOM, OF SACRAMENTO IN THE NOT-TO-EXCEED AMOUNT OF \$165,740.44 TO PROVIDE CIVIL ENGINEERING DESIGN & ENVIRONMENTAL SERVICES FOR PROJECT NO. 2060 (CITYWIDE BRIDGE REPAIR PROGRAM BPMP-5135(039)); AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT (FUNDED BY: GAS TAX, MEASURE C, MEASURE J AND FEDERAL GRANT FUNDS)

Report in Brief

Staff recommends that the City Council approve a Professional Services Agreement Amendment with AECOM for Project No. 2060 (Citywide Bridge Repair Program BPMP-5135(039)), in the not-to-exceed amount of \$165,740.44; and authorize the City Manager to execute the Agreement.

Background

This project was created to allow the City to become eligible for federal (Caltrans) funding for preventive bridge maintenance work on City of Concord-owned bridges. On September 26, 2006, the City Council adopted Resolution No. 06-63, approving Project No. 2060 (Citywide Bridge Repair Program) and accepted a \$24,235 grant from Caltrans that was used to fund the costs of evaluating the preventive maintenance needs for 31 City-owned bridges. The evaluation resulted in a prioritized bridge repair needs list and was the first step in establishing eligibility for Caltrans' Bridge Preventive Maintenance Program (BPMP). The BPMP program provides funding for certain activities (that have been pre-approved by the Federal Highway Administration (FHWA)) necessary to extend the useful life of the bridges. Of the 31 City-owned bridges, 17 were deemed eligible for funding under the City's BPMP.

The second step in establishing eligibility for the BPMP program is completion of Preliminary Engineering (PE) which consists of preliminary design, engineering design, environmental review, and structural inspections. The PE work is also funded under the same federal grant.

After receiving prior authorization from Caltrans to proceed with PE, on January 11, 2011 the City Council approved a Professional Services Agreement (PSA) with AECOM for \$306,783.48 to provide PE Services on 17 bridges. These PE tasks included: environmental services such as data collection, preparation of Caltrans Environmental Clearance forms, and identifying required regulatory permits; as well as structural inspections, development of a Strategy Report for the rehabilitation and maintenance of each bridge, and a General Plan for each bridge that provided the necessary information for the preparation of a Plans, Specifications and Estimates (PS&E) package. Because the necessary repairs could not be clearly defined until these tasks were complete, preparation of a PS&E package was planned to be done under a subsequent PSA

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amendment. This strategy was discussed in Exhibit A – Task 8 of AECOM’s proposal approved by the City Council January 11, 2011.

During the PE phase of the project and based on Caltrans environmental documentation requirements, staff determined that it would be best to assign the bridges into two groups, since some of the bridges posed more significant environmental challenges. This would allow work on those bridges without significant environmental issues to proceed more quickly. Therefore, on December 6, 2011, staff authorized an Amendment to AECOM’s PSA in the amount of \$20,000 to fund the added effort of dividing the bridges into two groups, including preparation of necessary environmental documentation, as well as assisting staff with funding requests to Caltrans. The two groups of bridges are defined below:

Group-1 (fewer environmental challenges):

- 28C-0034, Willow Pass Road Bridge over Mount Diablo Creek
- 28C-0189L, Diamond Boulevard Bridge over Walnut Creek Left
- 28C-0189R, Diamond Boulevard Bridge over Walnut Creek Right
- 28C-0427, Cowell Road Bridge over Galindo Creek
- 28C-0436, Walnut Avenue Bridge over Contra Costa Canal
- 28C-0116, Kirker Pass Road Bridge over Mount Diablo Creek

Group-2 (greater environmental challenges)

- 28C-0091L, Concord Avenue Bridge over Walnut Avenue Left
- 28C-0091R, Concord Avenue Bridge over Walnut Avenue Right
- 28C-0115, Ygnacio Valley Road Bridge over Galindo Creek
- 28C-0183, Willow Pass Road Bridge over Walnut Creek
- 28C-0221, Court Lane Bridge over Galindo Creek
- 28C-0222, St. Francis Drive Bridge over Galindo Creek
- 28C-0224, Whitman Road Bridge over SDM Channel
- 28C-0278, Claudia Drive Bridge over Holbrook Channel
- 28C-0357, San Miguel Road Bridge over Pine Creek
- 28C-0361, Concord Boulevard Bridge over Mount Diablo Creek
- 28C-0362, Ayers Road Bridge over Mount Diablo Creek

On December 21, 2012, staff authorized a second Amendment to AECOM’s PSA which extended the term of the PSA by one year, while the City waited to obtain final environmental clearance from Caltrans.

Discussion

The City received Environmental Clearance (NEPA) from Caltrans for the bridges in Group-1 on October 17, 2013. Consequently, Group-1 has been given authorization to proceed with the preparation of final PS&E. Additionally, Caltrans has authorized the expenditure of prior-approved funds necessary to complete the

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Environmental Documents for Group-2. Caltrans' authorization to proceed with preparation of the final PS&E for Group-2 is contingent upon Caltrans approval of Group-2's Environmental Documents.

AECOM has provided a proposal in the not-to-exceed amount of \$165,740.44 to complete the current Caltrans-approved work, which includes preparation of the final PS&E package for Group-1, as well as completing the Environmental Documents for Group-2. An additional amendment will be requested for preparation of the final PS&E package for Group-2 bridges. As the scope of work necessary to complete repairs on the Group-2 bridges is contingent on Caltrans approval of the environmental findings, the PSA Amendment will be prepared at that time.

Staff has reviewed the AECOM proposal and has determined that their rates, allocation of hours and total costs are reasonable for this project. Staff anticipates that AECOM will begin work on this project as soon as the Agreement is approved by Council, with completion in April, 2014.

Fiscal Impact

The budget for Project No. 2060 is \$3,528,060, which is sufficient to fully fund the remaining work, including this \$165,740.44 Professional Services Agreement Amendment.

Public Contact

The City Council Agenda was posted.

Recommendation for Action

Staff recommends that the City Council approve a Professional Services Agreement Amendment with AECOM for Project No. 2060 (Citywide Bridge Repair Program BPMP-5135(039)), in the not-to-exceed amount of \$165,740.44; and authorize the City Manager to execute the Agreement.

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Valerie J. Barone
City Manager
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**THIRD AMENDMENT TO AGREEMENT
FOR PROFESSIONAL SERVICES**

THIS AMENDMENT, made and entered into this 28th day of January, 2014, by and between the City of Concord (hereinafter “CITY”), located in the County of Contra Costa, State of California, and **AECOM** (hereinafter “CONSULTANT”), whose address is 2020 L Street, Suite 300, Sacramento, California, 95811.

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

The CITY desires to contract with CONSULTANT and CONSULTANT to contract with CITY for provision by CONSULTANT to CITY for professional services for **Citywide Bridge Repair Program, Project No. 2060**, further described herein, upon the terms and conditions hereinafter set forth.

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

1. SERVICES

CONSULTANT shall provide design services, including the preparation of the PS&E bid package for the Citywide Bridge Repair Program, Project No. 2060 per Exhibit A attached hereto and made a part hereof. All services and conditions in the Professional Services Agreement dated January 11, 2011, Contract No. 5124, and the First Amendment to Professional Services dated December 6, 2011, Contract No. 5124-A, and the Second Amendment to Professional Services Agreement dated February 13, 2013, Contract No. 5124-B shall remain in full force and effect.

2. COMPENSATION

CONSULTANT shall be compensated on a time and materials basis not to exceed \$165,740.44 for basic services. All other terms and conditions in the Professional Services Agreement dated January 11, 2011, Contract No. 5124, and the First Amendment to Professional Services Agreement dated December 6, 2011, Contract No. 5124-A, and the Second Amendment to Professional Services Agreement dated February 13, 2013, Contract No. 5124-B shall remain in full force and effect.

3. TERM.

The term of this agreement shall be extended **through June 30, 2015**. All other terms and conditions in the Professional Services Agreement dated January 11, 2011, Contract No. 5124, and the First Amendment to Professional Services Agreement dated December 6, 2011, Contract No. 5124-A and the Second Amendment to Professional Services Agreement dated February 13, 2013, Contract No. 5124-B shall remain in full force and effect.

Except as expressly amended herein, all other terms and conditions in the Professional Services Agreement dated January 11, 2011, Contract No. 5124, and the First Amendment to Professional Services Agreement dated December 6, 2011, Contract No. 5124-A, and the Second Amendment to Professional Services Agreement dated February 13, 2013, Contract No. 5124-B shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Agreement upon the terms, conditions, and provisions above stated, the day and year first above written.

CONSULTANT

CITY OF CONCORD

By: _____
Name: Neil Harris, PE
Title: Vice President
Address: 2020 L Street, Suite 300
Sacramento, CA 95811
Telephone: (916) 414-5800

By: _____
Name: Valerie Barone
Title: City Manager
Address: 1950 Parkside Drive
Concord, CA 94519
Telephone: (925) 671-3150

APPROVED AS TO FORM:

ATTEST:

City Attorney

City Clerk

FINANCE DIRECTOR'S CERTIFICATION:
Concord California

Date: _____, 2014

1 I HEREBY CERTIFY THAT ADEQUATE FUNDS EXIST OR WILL BE RECEIVED DURING
2 THE CURRENT FISCAL YEAR 2013/14 TO PAY THE ANTICIPATED EXPENSES TO BE
3 INCURRED PURSUANT TO THIS CONTRACT. TO WIT:

4 THE SUM OF \$165,740.44

5 ACCOUNT CODE: 4759500C999-74500/4752060111-74500
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8 _____
9 Finance Director's Signature

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11 *AECOM – Amendment #3 to PSA PJ# 2060 Citywide Bridge Repair Program*
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