



*"Small Town Atmosphere
Outstanding Quality of Life"*

January 26, 2017

REQUEST FOR PROPOSAL – Engineering Services

Subject: Park and Ride Expansion Project, Danville CIP C-598

PURPOSE

The Town of Danville is soliciting proposals from qualified Civil or Transportation Engineering design professionals ("consultant") to assist the Town of Danville ("Town") with the developing biddable plans, specifications and creating a construction cost estimate for the Park and Ride Expansion Project. It will also include providing professional assistance during the bidding process, bid evaluation, and assistance during construction. Services during the construction phase will include submittal review and field observations, as needed.

Proposals must be submitted to the Town office at 510 La Gonda Way, Danville, CA 94526 no later than, March 21, 2018 at 4:00 PM to be considered. Proposals will be evaluated and results made public after completion of the negotiation process with the selected consultant. The Town reserves the right to reject any or all proposals and to waive any informalities or irregularities in any proposal or in the proposal process.

Detailed information about the project description, scope, schedule, desired proposal format, and consultant selection process are described below:

DESCRIPTION OF PROJECT

The project is identified as *Park and Ride Expansion Project* in the Town's Five Year Capital Improvement Program (CIP No. C-598; copy enclosed for reference). The project generally proposes to expand the Park and Ride facility to the east, adding approximately 116 parking spaces. The project should include C-3 bio retention basins, new landscaping, new fire hydrant installation, bicycle facility improvement, and electric charging facilities for vehicles, with future consideration for inductive charging for buses. The Park and Ride facility is located on Sycamore Valley Road just east of the 680 Freeway north on-ramp.

SCOPE OF WORK

Please see the included scope of work in Attachment D.

TERMS AND CONDITIONS

The terms and conditions of the agreement will be on an agreed time and material basis with a not to exceed fee. The prime consultant will be responsible for sub-consulting as required. The consultant's attention is directed to the insurance and indemnification requirements listed in the sample Consultant Agreement in Attachment E.

510 LA GONDA WAY, DANVILLE, CALIFORNIA 94526

Administration
(925) 314-3388

Building
(925) 314-3330

Engineering & Planning
(925) 314-3310

Transportation
(925) 314-3310

Maintenance
(925) 314-3450

Police
(925) 314-3410

Parks and Recreation
(925) 314-3400

PRE-SUBMITTAL INQUIRES

The full content of the RFP is available online at:

<http://www.danville.ca.gov/Government/RFPs-and-Bids/>

Prospective proposers are asked to register for the Town's e-news on the website before downloading the RFP so that the firm can be added to a notification list to directly receive any addendums, changes or responses to written inquiries. Pre-submittal procedural or technical inquiries may be directed to Nader Salama at (925) 314-3348 or email: nsalama@danville.ca.gov. All inquiries must be received by March 7, 2018. Responses to inquiries will be sent to all registered proposers and posted to the Town's website approximately one week before the proposal due date.

PROPOSAL SUBMISSION

A. Consultants must submit 3 copies of their proposal. The proposal must be formatted in accordance with the instructions of this request for proposal. Promotional materials may be attached, but are not necessary and will not be considered as meeting any of the requirements of this request for proposal. Proposals must be enclosed in a sealed envelope or package, clearly marked "ENGINEERING SERVICES FOR PARK AND RIDE PROJECT" and delivered to:

Town of Danville Engineering Department
Attention: Nader Salama, P.E. – Associate Civil Engineer
510 La Gonda Way
Danville, CA 94526

Late or facsimile proposals will not be accepted. It is the proposer's responsibility to assure that their proposal is delivered and received at the location specified herein, on or before the date and hour set. Proposals received after the date and time specified will not be considered.

B. In a separate sealed envelope, proposers are required to submit a fee proposal and their current consultant fee schedule (including after-hour or weekend hourly personnel rates) with their proposal package, with original consultant signature. *Final project costs will be determined through negotiations with the selected firm. If project cost negotiations with the selected firm are unsuccessful, the Town reserves the right to enter into negotiations with other firm(s).*

C. Proposers are expected to examine all provisions, specifications and instructions included in this request for proposal. Failure to do so will be at the proposer's risk.

D. All proposals must be dated and signed by a representative authorized to enter into contracts for the proposing consultant.

E. All proposals will remain in effect and legally binding for at least 90 days from the opening date.

F. The consultant must examine all information and materials contained in and accompanying its proposal. Failure to do so will be at the consultant's risk. This will include, but not be limited to, all relevant laws and regulations of the state of California and the United States.

PROPOSAL FORMAT

The submittal is to be prepared in a wire or plastic-bound with pages not to exceed 11" X 17" format and limited to 35 pages. The sealed fee proposal and schedule, attachments, resumes, covers and dividers are not included in the page count. In addition, any information that needs to be returned should not be submitted. The Consultant is requested to include the following information in the Proposal:

- a. Cover Letter: Describe your firm's interest and commitment of personnel to the project and office location for quick and efficient response to the Town's requests. The letter must be signed by the individual authorized to negotiate the contract with the Town. The cover letter should identify and describe any distinguishing features or capabilities that make your firm a superior choice to perform the work (2 pages maximum).
- b. Firm Experience: Submit a brief history of your firm's experience providing a description of previous relevant projects, with a reference and contact information for each. Include sub-consultants and a description of their proposed services where applicable (5 pages maximum).
- c. Personnel Experience: Submit an organizational chart and a brief history of your project team members' experience and accreditations. (5 pages maximum).
- d. Project understanding (7 pages maximum) and a description of the process/approach (15 pages maximum) to be used in providing the services described in Attachment D, Scope of Work, of this Request for Proposal. Be specific and address all elements, including timing of implementation.
- e. Provide a summary of the overall approach to quality control. Specifically, outline the internal protocol for ensuring clear communication between the Town, the prime consultant, and all sub-consultants.
- f. Provide a statement indicating no conflict of interest to work with the Town.
- g. List of contracts/agreements terminated for convenience or default within the past three years, if any.
- h. List any litigation that now affects or may affect in the future consultant firm's ability to perform.
- i. Provide a statement indicating acceptance of the terms and conditions of the sample consultant agreement included as Attachment E.
- j. Provide a statement certifying that there are currently no suspensions, debarments, voluntary exclusions or ineligibility determinations by any federal agency in accordance with the Code of Federal Regulations, Title 49, Part 29, Debarment and Suspension Certification.
- k. Confirm your firms' ability to meet contract & insurance requirements.
- l. Provide a list of professional references for relevant projects.

Appendix: The Consultant is requested to provide the following information in an appendix to the proposal (no page limit):

- a. Provide resumes of key staff only. Resumes of key staff to be assigned to the project should include a brief biography of the individual's experience, their registration information, their education, professional affiliations and information on specific projects the individual has been involved with, clearly showing and highlighting relevant experience. Resumes can be two pages each, maximum.
- b. Include a comprehensive schedule to reflect the time frames required for completing each task of the Scope of Work. The schedule shall include the critical path of the work items, start, finish and predecessors. Tasks or Milestones, which are interdependent, must be identified, along with the completion date of each milestone. Timeline (Gantt chart) indicating the implementation schedule.
- c. Attachment B – Certificate of Non-collusion
- d. Attachment C – Proposal Summary Fact Sheet and Statement of Responsibility

METHOD AND CRITERIA FOR SELECTION

The Town reserves the sole right to judge the contents of each Consultant's proposal. The following selection method and criteria will be used to select a consultant:

1. The proposal must adhere to the instructions and format as specified in this Request for Proposal.
2. A selection committee, comprised with Town employees, will be assembled to evaluate all responses to the Request for Proposal (RFP) that meets the submittal requirements and the submittal deadline. Those submittals that do not meet the submittal requirements or the deadline will not be considered.
3. The selection committee will rate all responsive proposals based on service capabilities and experience of the prospective Consultant and all persons who will be providing services under contract. The following are the critical areas of the proposals that will be evaluated by the selection committee (note that cost is not used as a rating factor):
 - a. Adequacy of the described plan and approach to deliver requested services as described in this Request for Proposal.
 - b. Experience of Consultant in providing services and quality of work.
 - c. Status of Professional Certification including whether the Consultant meets the minimum requirements to provide service.
 - d. See Attachment A for further parameters and sample proposal evaluation form.
4. Proposals will be rated in descending order of preference. When the selection process has been completed, applicants will be advised of the number one selection. No other information will be released.
5. The highest rated proposer will attend a scoping meeting with Town staff to review the project, and to ensure that the consultant has a complete understanding of the work that is required. The Town will provide the consultant with as much material as is available

regarding the project. The final cost proposal will be submitted by the consultant based on what is discussed at the scoping meeting. If agreement cannot be reached with the top ranked consultant, negotiations will proceed with the next most qualified consultant.

All firms are hereby notified that the selection of the Consultant for this contract and any agreements for services resulting from the Request for Proposals is dependent on the approval by the Town Council. The Town reserves the right to reject any and all proposals received. The Town is under no obligation to award a contract if no suitable consultant can be found or if the expected funding changes.

PROTESTS

Each proposer, by submitting its proposal, expressly recognizes the limitation on its rights to protest contained herein, expressly waives all other rights and remedies, and agrees that the decision on any protest, as provided herein, shall be final and conclusive.

A. Protests Prior to Submission Of Proposal

Proposer may protest the terms of this RFP prior to the time for submission of a proposal on the grounds that: (a) a material provision in this RFP is wholly ambiguous; (b) any aspect of the procurement process described herein is contrary to legal requirements applicable to this procurement; or (c) this RFP in whole or in part exceeds the authority of the Town. Protests regarding this RFP shall be filed only after proposer has formally discussed the nature and basis of the protest with the Town in an effort to remedy the grounds for protest.

Protests regarding this RFP shall completely and succinctly state the grounds for protest and shall include all factual and legal documentation in sufficient detail to establish the merits of the protest. Evidentiary statements, if any, shall be submitted under penalty of perjury.

Protests regarding this RFP shall be filed by hand delivery or courier to the Town within three (3) business days after the protest has been informally discussed, subject to the protest actually being received no later than ten (10) calendar days before the submission of proposal submittal due date.

The protesting proposer shall have the burden of proving its protest by clear and convincing evidence. No hearing will be held on the protest. Town or its designee shall decide the protest on the basis of the written submissions. The decision shall be final and conclusive.

B. Protests Regarding Responsiveness and Qualification after Submission of Proposal

Proposer may protest the results of the evaluation process by filing a notice of protest via hand delivery or courier to the Town within five (5) calendar days. The notice of protest shall specifically state the grounds of the protest.

Failure to file a notice of protest within the applicable period shall constitute an unconditional waiver of the right to protest the evaluation or qualified process and decisions.

Town or its designee will issue a written decision regarding the protest within thirty (30) calendar days after Town receives the detailed statement of protest. Such decision shall be final and conclusive.

CONCLUSION

The Town reserves the right to accept or reject any or all request for proposals or to alter the selection process in any way, to postpone the selection process for its own convenience at any time, and to waive any defects in the request for proposals. The Town also reserves the right to accept or reject any individual sub-consultant that a candidate proposes to use.

This RFP shall in no way be deemed to create a binding contract or agreement of any kind between the Town and the consultant. By submitting a response to this RFP, the successful consultant agrees to execute an agreement with the Town in substantially the form attached to this RFP as Attachment E. The Town reserves the right to negotiate any and all terms of the agreement, including the term, scope of service and compensation.

Each candidate submitting a proposal in response to this RFP acknowledges and agrees that the preparation of all materials for submittal to the Town and all presentations, related costs and travel expenses are the candidate's sole expense and the Town shall not, under any circumstances, be responsible for any cost or expense incurred by the candidate. In addition, each candidate acknowledges and agrees that all documentation and/or materials submitted with the RFP shall remain the property of the Town.

Each candidate should be aware that although the California public records act recognizes that certain confidential trade secret information may be protected from disclosure, the Town might not be in a position to establish that the information, which a candidate submits, is a trade secret. If a request is made for information marked "confidential", the Town will provide the candidate who submitted such information with reasonable notice to allow the candidate to seek protection from disclosure by a court of competent jurisdiction.

The selected consultant(s) shall procure at its own expense, and keep in effect at all times during the term of any agreement with the Town, the types and amounts of insurance as specified in Attachment E to this RFP.

LIST OF ATTACHMENTS:

- Attachment A – Proposal Evaluation Form
- Attachment B – Certificate of Non-collusion
- Attachment C – Proposal Summary Fact Sheet and Statement of Responsibility
- Attachment D – Scope of Work
- Attachment E – Sample of Professional Services Agreement
- Attachment F – Conceptual Plan

Thank you for your interest in the Town of Danville's Capital Improvement Program!

ATTACHMENT A

**TOWN OF DANVILLE
PARK AND RIDE EXPANSION PROJECT**

PROPOSAL EVALUATION SHEET

<u>CONSULTANT/FIRM NAME:</u>		
Criteria	Max Points	Rating
Proposed plan and approach to deliver requested services	10	
Technical criteria & project understanding	25	
Relevant experience	20	
Quality of staff and professional certification for work to be done	10	
Capability of developing innovative or advanced techniques	15	
Familiarity with state and federal procedures	5	
Financial responsibility	10	
References	5	
Total	100	

Evaluator

Project Manager

Print Name: _____

Initials: _____

Signature: _____

Date: _____

Date: _____

*Notes: Higher scores are rated better. Proposals will be rated based on service capabilities, experience and criteria listed above of the prospective Consultant and all persons who will be providing services under contract.

ATTACHMENT B

**TOWN OF DANVILLE
PARK AND RIDE EXPANSION PROJECT**

PROPOSAL CERTIFICATE OF NON-COLLUSION

The undersigned certifies, under penalty of perjury, that this proposal has been made in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

Printed Name of Authorized Representative

Signature

Date

ATTACHMENT C

**TOWN OF DANVILLE
PARK AND RIDE EXPANSION PROJECT**

PROPOSAL SUMMARY FACT SHEET AND STATEMENT OF RESPONSIBILITY

1. Applicant Firm Name: _____
2. Executive Director: _____
3. Contact Person: _____ 4. Title: _____
5. Address: _____
6. Email Address: _____
7. Telephone Number: _____
8. Authorized Representative's Signature: _____
9. Name and Title: _____

Certifications:

10. Are you incorporated? YES NO
If YES, date of incorporation: _____
State of incorporation: _____
11. Tax Identification Number: _____

Please list the official name of the firm as submitted to the IRS:

12. Fictitious name or names, if any, under which you are doing business:
13. Do you agree to comply with specifications, Request for Proposal instructions, draft contract requirements and other pertinent references contained in this Request for Proposal?
YES NO

ATTACHMENT C

14. Do you certify that all statements in the proposal are true? This shall constitute a warranty, the falsity of which shall entitle the Town to pursue any remedy authorized by law, and shall include the right, at the option of the Town, of declaring any contract made as a result thereof to be void.

YES NO

15. Do you agree to provide the Town with any other information the Town determines is necessary for accurate determination of your qualifications to provide services?

YES NO

16. Do you agree that the proposal amount includes all costs incident to the proposed contract?

YES NO

To the best of my knowledge and belief, the information provided in this initial determination of responsibilities is true and correct.

Printed Name of Authorized Representative

Signature

Date

ATTACHMENT D

TOWN OF DANVILLE PARK AND RIDE EXPANSION PROJECT

SCOPE OF WORK

The following is the proposed *Scope of Work* and understanding of the tasks required for the Town of Danville's "*Park and Ride Expansion Project*" Request for Proposal.

It is understood that the services covered under this contract are design professional services and will be performed under the responsible charge of a Registered Engineer in the State of California. It is also understood that all work performed under this contract is considered to be performed by Consultant, whether it be by Consultant or a sub-consultant under contract to consultant.

TASK 1 - PROJECT MANAGEMENT AND COORDINATION

Project Management and Coordination will include the following subtasks:

Task 1.1 Project Initiation

Kick-off Meeting – Includes a meeting at the Town offices followed by a site visit. Attendees will include the Town project manager and consultant project manager.

Preliminary Research – Includes various historic documents as: as-built plans, right of way, utilities, geology, maintenance etc. Town will assist in this effort to the limit of Town records.

Field Investigation – Data gathering, agencies using the park and ride, permitting, right of way acquisition if needed.

Task 1.2 Coordination

Point of Contact – Project Manager named will be the single point of contact for maintaining liaison and coordination throughout the project with the Town's Project Manager and other team leaders.

Project Data – Town will provide available project data to the consultant.

Project Title – In reference to the project in any forms or formal written materials, consultant shall use the project title of: **Park and Ride Expansion Project**.

Project Description – In reference to the project in any forms or formal written materials, consultant shall use the long project description of **Park and Ride Expansion Project**.

Project Coordination with Town – Consultant will coordinate with the Town through phone conversations, emails, written memoranda, etc.

Project Work Plan – Consultant will develop, maintain and implement a detailed work plan that includes project goals and objectives, roles and responsibilities, a communication plan, project controls, scope and deliverables, schedule and budget, and the consultant's Quality Control Plan.

Project Schedule and Budget Management – Consultant will develop a project schedule outlining tasks and subtasks to be performed. The Project Schedule will include consultant's internal Quality Control process and designated Town review of submitted documents. Consultant shall update the Project Schedule monthly. Town will be included in the distribution of all schedule updates. These may be included with monthly billing.

Consultant will maintain and manage consultant team's schedule and budget and sub-consultant contracts.

Periodic Reports – Consultant shall submit progress reports at least once each month. The reports shall be sufficiently detailed for the Town to determine if consultant is performing to expectations, is on schedule, to provide communication of interim findings and to sufficiently address any difficulties or special problems encountered so remedies can be developed.

Status reports will include status of services by: task breakdown, problems encountered, percent of services complete as of the date of the progress report and discussion of schedule changes, work products, issues currently being addressed and other items of interest as applicable.

Invoices – Consultant will prepare monthly invoices providing a summary of consultant’s work, including covered dates of service, and copies of invoices from any sub-consultants. Invoices shall include the Town’s project number and consultant agreement number.

Consultant must have paid all costs included on an invoice before seeking reimbursement from Town.

Prepayments are not allowed. The complete chain of charges through the sub-contractor levels must follow through to the invoice to Town.

Any re-submitted invoice shall be given a new invoice date. The same invoice number and date shall appear on each page of the invoice.

Issue/Action Item/Decision Log – Consultant will develop and maintain a project Issue/Action Item/Decision log.

Communication – Consultant will use the project number, **C-598**, in e-mails, letters, transmittals, etc.

Deliverables

- Draft and Final Project Work Plan
- Project schedule with updates as necessary, but at least each quarter
- Monthly invoices and progress reports
- Project log of issues, action items and decisions
- Communication documents (emails, memos, etc.)

Task 1.3 Design Quality Plan

Consultant will prepare and implement a plan for Quality Assurance and Quality Control for the Project, which will include Quality Control procedures to be used on all deliverables.

Deliverables

- Draft and Final Quality Assurance Program
- Quality Review Documentation and certification for all deliverables

Task 1.4 Project Team Meetings

Consultant will schedule, prepare for and attend Project Team Meetings with the Town to review the scope of work and project goals, schedule, task progress and issues to be addressed. Key team members will be present at each team meeting depending on items to be discussed in person at the Town offices or as a conference call. Consultant assumes a total of 2 project team meetings in the offices of the Town. Additional meetings may be requested by the Town on a time and travel basis for the consultant. Additional meetings requested by the consultant shall be considered included as a part of this agreement.

Deliverables

At a minimum the following items will be prepared and distributed:

- Meeting agendas
- Meeting materials (graphics, visual aids and other presentation items)
- Updated Issue/Action Item/Decision Log
- Updated Project Schedule
- Meeting minutes within 1 week of meeting

Task 1.5 Public Meetings

Town shall arrange 2 public meetings for informing Town Commissions.

Consultant will prepare one exhibit showing the existing Park and Ride with number of available parking spaces indicated, and general vicinity. A second exhibit will show the proposed Park and Ride expansion limits, number of additional parking spaces, and the proposed improvements including electric charging facilities, etc. Third exhibit will show the traffic and construction staging for the construction of the project with labeling suitable to a lay audience.

SERVICES TO BE PROVIDED BY TOWN

Town will make appropriate staff available for meetings and site visits.

TASK 2 - SURVEYING AND MAPPING

The topographic survey will be at a drawing scale 1 inch = 40 feet, unless otherwise requested, with one foot contour intervals. The topographic survey will also include:

Prior to the field survey consultant shall perform a records search will call Underground Service Alert to provide utility markings in the project area.

Task 2.1 Control

Survey horizontal control shall be NAD 83, vertical control shall be NAVD88.

Task 2.2 Boundary Survey

Consultant will provide surveys to determine the accurate locations of rights of way and boundary lines as necessary for the project. This may include:

- Right of way and property research
- Property and right of way mapping
- Preparation of right of way plats
- Completion of records of surveys (as needed)

Task 2.3 Topographic Mapping

Topographic survey coverage area will include the area of the Park and Ride consistent with Task 2.4 and Task 2.5.

Topographic survey will include all necessary work to produce a topographic map, including features such as, but not limited to: pavement (Portland cement concrete or hot mix asphalt pavement); utility markings, utility poles, monument, curb, gutter, planters, trees four (4) inches and larger, sound/ decorative walls, fences, bus station and any other pertinent information that could apply to the project during design.

Task 2.4 Surveying and Mapping

All existing parking features, utilities, other surface features and certain sub-surface features must be located to allow the proper design of the project and others that might affect project design. Amongst these are:

- Existing right-of-way center lines and margins
- Beginnings and endings of: curbs, gutters, flow lines, edges of traveled way, fences, gates, guard rails and other linear features, with intermediate shots at grade breaks and as required.

- Other culture: signs, building corners, trees (with diameter at breast height (DBH=54") noted if greater than 4"), parking lot corners, areas outside of the right of way including the Iron Horse Trail and any other points pertinent to the project.
- Utilities: manhole covers, manhole diameter and material, all pipe locations, sizes, materials and inverts; water valve covers; monument covers, fire hydrants; pad-mounted boxes and transformers; power poles; painted locations of underground utilities; overhead lights and utilities.
- Drainage: drop inlet location, grate dimensions and all pipe sizes, materials and inverts; catch basin location, grate dimensions, local depression dimensions, surface dimensions and all pipe sizes, materials and inverts; manhole covers, access shaft diameter and offsets to manhole, manhole diameter and material; culvert locations and dimensions and limits of any surrounding riprap; any other drainage features.
- At all BCs and ECs.
- Geotechnical boring sites.
- Sketches showing the arrangement of things with occasional point numbers for orientation.

Task 2.5 Aerial Photogrammetry

Consultant shall obtain Aerial photography of the Park and Ride, if necessary.

Deliverables

The Town of Danville currently uses AutoCAD Civil 3D (2018) (C3D). All files submitted shall be consistent with this version.

SERVICES TO BE PROVIDED BY TOWN

Town will make appropriate staff available for meetings and site visits.

Town shall allow consultant to review all public-accessible data and information that relate to the tasking assigned.

TASK 3 - GEOTECHNICAL INVESTIGATIONS

The following are general Geotechnical needs. Project is unique and may require less effort than is included in the following or may require studies not included in the following.

Any field work performed in the right of way will be performed under an encroachment permit and include personal safety equipment and traffic control consistent with the latest *CA MUTCD*.

Task 3.1 Field Exploration

Shall include site reconnaissance and field tests.

Borings – Consultant shall perform field tests (test pits, borings, geologic reconnaissance or seismic refraction profiles) to collect subsurface information required for wall foundation design, new pavement structural design, and testing for hazardous materials. This shall include locating each boring at the project site; marking out field test locations with paint or other acceptable means for Underground Service Alert notification and for utility location; logging of earth materials; groundwater depth and the depth of refusal or solid rock if either are encountered. Each boring site shall be accurately mapped per Task 2.4.

Task 3.2 Laboratory Testing

Basic Soil Characteristics – Consultant shall perform laboratory tests, as necessary, to classify and determine earth materials properties.

Corrosivity – Consultant shall perform laboratory tests to determine any corrosive properties of the

soil samples, including pH, minimum resistivity and sulfate and chloride content. Consultant shall include appropriate design comments in his recommendations.

Permeability – Consultant shall perform laboratory tests to determine any permeability of the soil samples and shall include appropriate design comments in his recommendations.

Naturally Occurring Asbestos (NOA) – Consultant shall perform laboratory tests to determine the presence and concentration of NOA in the soil samples.

Other Hazardous Materials – Consultant shall also test for other hazardous materials when pertinent. These may include aerially deposited lead, asbestos-containing building materials, lead paint, metallic content of thermoplastic pavement markings and petroleum hydrocarbons.

Bearing Capacity – Consultant shall perform laboratory tests to determine the bearing capacities of the soil samples.

Task 3.3 Geotechnical Report

Shall include a description of the project; a site description; geologic conditions; a summary of field explorations, laboratory testing, details of any hazardous materials, and design recommendations. Design recommendations shall include:

Foundations – Consultant shall make foundation recommendations for sound wall or retaining wall if needed.

Pavement – Consultant shall make pavement structural section recommendations for flexible and rigid pavement, as required.

Contaminated Soil – Consultant shall make recommendations for any findings of hazardous materials and border limits of contaminated soil. Recommendation shall include the most economical feasible procedures for treating, local hauling, or exporting of contaminated soil found within the project limits.

Construction Conditions and Considerations – Consultant shall address anticipated construction conditions and considerations as they might affect the project earthwork.

Task 3.4 Construction Services

Shall include:

Deliverables

- Draft submittals: one hard copy, and e-mailed PDF and Word DOCX (2010) files.
- Final reports: a PDF and one bound printed copy shall be submitted to the Town. All shall be signed.
- Upon approval of any report, one copy shall be submitted to the Town as a complete, uniformly bound, approved document and a duplicate PDF.
- Boring logs plotted in DWG or DXF files

SERVICES TO BE PROVIDED BY TOWN

Town will make appropriate staff available for meetings and site visits.

Town shall allow the consultant to review all public-accessible data and information that relate to the tasking assigned.

TASK 4 - UTILITY COORDINATION

Thorough utility research and communication are required. To this extent, initial notification of the project should be made early in project development.

Consultant will draft and Town will send all utility letters as required to the various utilities with appropriate 35%, and 900% complete plans, respectively. Requested information will include as-built plans of existing facilities in the area of the project.

Consultant will determine utilities in conflict and prepare the Utility Conflict Map

Consultant will also coordinate work with utilities and review facility relocation designs provided by the utility companies, including relocation schedules, to ensure they are consistent with the project construction, design and proposed ROW.

Deliverables

- Utility Conflict Map as a separate DWG file
- Utility Conflict Map as 11"x 17" PDF files
- Completed Utility Letters

SERVICES TO BE PROVIDED BY TOWN

Town will make appropriate staff available for meetings and site visits.

Town will send utility letters to the various utilities.

TASK 5 – PRELIMINARY ENGINEERING (35% PS&E)

This task includes work required to develop and study different alternatives for locating the additional parking spaces, electric charging facilities, bioretention basins, new fire hydrant installation, and develop a preferred project design concept for budgeting and funding purposes, environmental approval, permitting and final design.

Task 5.1 Parking Lot Expansion Design

The 35% design submittal will show the initial design concept and how the major components of the project will be addressed including coordination with County Connection and PG&E for the installation of the bus charging units, considering future electric charging facilities addition, and construction staging. Determine the impact the conceptual plan has on existing utilities and assess the utility needs. To the greatest extent feasible, the design shall conform to Contra Costa Clean Water Program's Stormwater C.3 Guidebook available for download at the following web Page:

<http://www.cccleanwater.org/C3-guidebook.html>.

Plans will be prepared in conformance with Town, Caltrans and AASHTO standards. The proposed structural sections will be developed based on pavement design methods from Caltrans Highway Design Manual and input from the project Geotechnical Engineer. The proposed sections will be based on 20-year ADT; a truck percentage within the ADT agreed to by the Project Team, and native material R-values based on the soil survey.

Traffic Handling and Transportation Impact Analysis

This task is for the determination of the project's localized impacts and developing traffic handling plans for stage construction.

Task 5.2 Deliverables

- Summary of the components of each alternative including preliminary plans, right-of-way (temporary easements), construction staging and access, utility relocation and accommodation, and anticipated design exceptions
- Discussion of the pros & cons of each alternative
- Preliminary Quantities and Estimated Construction Cost for each alternative
- Recommended Alternative for Final Design
- List of design decisions needed by the Town
- List of issues that will be resolved during final design

TASK 6 - ENVIRONMENTAL COMPLIANCE

This task is for the identification of the project environmental impacts and descriptions of mitigation measures to be utilized to minimize those impacts as part of the project.

Consultant shall prepare documents for Town to satisfy Federal and State environmental regulations. Consultant shall review the environmental document prepared for the initial Park and Ride project and prepare the CEQA Initial Study and Mitigated Negative Declaration (IS/MND). An administrative draft shall be submitted to the Town for review and comment. Once Town comments are incorporated, consultant is responsible for preparation of the Notice of Intent to Adopt a Mitigated Negative Declaration and Notice of Completion. At the conclusion of the 30 day public review, consultant shall incorporate public and agency comments (if any) and Town-approved responses into a Final Draft IS/MND as an appendix. CEQA documents are to be completed to Town satisfaction.

Deliverables

- 15 copies of the public draft version of the IS/MND to the State Clearinghouse for circulation.
- 10 bound hard copies of the report shall be delivered to Town for local circulation.

SERVICES TO BE PROVIDED BY TOWN

Town will make appropriate staff available for meetings and site visits.

Town will review all reports for approval: either as the approving agency or prior to submittal to an approving agency.

Town will submit the permit applications and any fees to the regulatory agencies.

Town will file the Notice of Determination with the City Clerk.

Town will prepare any needed Permission to Enter documents for access to private property.

TASK 7 - STORMWATER CONTROL PLAN

The consultant shall develop a stormwater control plan to achieve the project goal of reducing stormwater volume and pollutant loading through the use of bioretention and/or other infiltrating stormwater control measures for the project. The stormwater control plan should include a bioretention facility along the northern portion of the property to capture and infiltrate storm runoff from nearby paved parking areas, including an analysis of the extent to which the facility will capture, treat and infiltrate peak stormwater flow from the nearby parking areas.

To the greatest extent feasible, the design shall conform to Contra Costa Clean Water Program's *Stormwater C.3 Guidebook* available for download at the following web page:

<http://www.cccleanwater.org/construction/nd.php>.

Deliverables

- One hard copy, and e-mailed PDF and Word DOCX (2010) files.

SERVICES TO BE PROVIDED BY TOWN

Town will make appropriate staff available for meetings and site visits.

TASK 8 – FINAL DESIGN

Task 8.1 65% Plans, Specifications and Estimate Submittal

Upon approval of 35% PS&E by the Town, the consultant will prepare and submit the draft plans, specifications, and estimate to the Town.

Parking Lot Design

Consultant will prepare the plans for the Park and Ride parking lot expansion based on configuration agreed upon during the Preliminary Engineering task. This submittal will represent complete, unchecked set of the Park and Ride expansion documents to be submitted to the Town. The design will be performed in general accordance with the following:

- California Department of Transportation (Caltrans) 2015 Standard Plans & 2015 Specifications
- To the greatest extent feasible, the design shall conform to Contra Costa Clean Water Program's Stormwater C.3 Guidebook (available for download at the following web page: <http://www.cccleanwater.org/C3-guidebook.html>).
- Contra Costa County Standard details (available at <http://ca-conraccostacounty.civicplus.com/342/County-Standard-Plans>)
- Town of Danville Standard Details (available at http://www.danville.ca.gov/uploadedFiles/Improvements_and_Projects/Consultants_and_Suppliers_Info/Standard%20Plans.pdf).

Engineer's Estimate of Probable Construction Cost

Consultant will provide cost estimates at the 65% PS&E design submittal. Consultant will prepare detailed quantities in accordance with Caltrans 2015 Standard Specifications and payment items. The engineer's estimate of probable construction cost ("Marginal Estimate") for the project will be prepared using the most recent and relevant Caltrans Cost Data, consultants cost data, as well as any other relevant cost data.

Contract Specifications/Special Provisions

Consultant will prepare the contract Special Provisions for the project based in General on Caltrans 2015 Standard Special Provisions, Caltrans 2015 Standard Specifications, and acceptable construction industry standards.

Deliverables:

- Three full-size sets of 65 percent plans (22" X 34")
- One half-size set of 65 percent plans (11" X 17")
- Three sets of annotated Special Provisions
- Three copies of Cost Estimate
- One set of all draft (unchecked) Design Calculations
- Plans, special provisions and cost estimate as PDF and digital (DWG, DOC, & XLSX) files

Task 8.2 90% PS&E Submittal

The 65% PS&E will be sufficiently completed by consultant so that the design check can be completed. The Town will provide a list of comments and a set of "red-marked" plans that communicate issues uncovered during the preparation of the plan review.

Task 8.2.1 Response to Comments

Consultant will provide written responses to comments to 65% PS&E.

Task 8.2.2 Update PS&E

Consultant will update the PS&E based on the agreement and resolution of comments for final submittal to the Town. This submittal will represent the final contract documents that will be issued for bid and construction.

Deliverables

- Three full-size sets of plans (22" x 34")
- Two half-size set of plans (11" x 17")
- Three sets of annotated Special Provisions
- Three copies of Cost Estimate
- Three sets of Design Calculations
- Three sets of Foundation Report with Log of Test Borings
- Three sets of Final Stormwater Control Plan

Task 8.3 100% Plans, Specifications and Estimate Submittal

Following the reviews by the Town, agreed-upon revisions shall be made to the 90% PS&E. The specifications, plans, and other bid documents will be submitted to the Town for final approval.

Deliverables

- Two complete sets of 100% plans (bond; D-sized, 22" x 34") for approval
- Three sets of 100% Bidding Documents
- Two sets of approved design calculations
- Two sets of quantities calculations
- Approved design calculations as PDF
- Project Design Report as PDF
- One complete set of approved plans as PDF
- One set of quantities calculations as PDF

Task 8.4 Final Plans, Specifications and Estimate Submittal

After receipt of final approval, an original set of stamped and signed plans and an engineer's estimate will be submitted to the Town for its use in soliciting construction bids. The consultant shall provide the quantity calculations to the Town for use in administering the contract.

Deliverables

- One set of Mylar Final plans
- Final Plans on flash drive. Plans shall be in a format compatible with AutoCAD Civil 3D 2018.
- Bidding Documents on flash drive in MS Word and PDF format
- Engineers Estimate on flash drive in MS Excel and PDF format
- Three full-size sets of Plans (22" x 34")
- Two sets of independently checked Design
- Two sets of independently checked Quantity Calculations

SERVICES TO BE PROVIDED BY TOWN

Town will make appropriate staff available for meetings and site visits.

Town will review all reports and plans for approval: either as the approving agency or prior to submittal to an approving agency.

TASK 9 - CONSTRUCTION ASSISTANCE

Town will require the assistance of consultant for construction assistance. A contract amendment shall be issued for this task, if needed.

This will include, but is not limited to:

- Bid Support
- Shop drawing review
- Drawing Revisions as needed
- Field Support
- Quality control survey

Deliverables

- Copy of approved shop drawings for Town records

SERVICES TO BE PROVIDED BY TOWN

Town will make appropriate staff available for meetings and site visits.

ATTACHMENT D

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into as of the __ day of _____, 2017, by and between the Town of Danville, therein called the "Town", and _____ herein called the "Consultant".

RECITALS

WHEREAS, Town is planning to design and construct the Park and Ride Expansion Project, CIP C-598; and

WHEREAS, Town solicited proposals for professional engineering consulting services; and

WHEREAS, Town has reviewed the proposals and determined that Consultant possesses the skill, experience and certifications required to provide the services required by the Town; and

WHEREAS, Town desires to retain Consultant to provide professional engineering consulting services to include project management, preliminary engineering, plan, specifications, and estimate (PS&E), bidding, and other compliance tasks as described per Exhibit A ("Scope of Work"), to the satisfaction of the Town, State and other jurisdictional agencies. Consultant shall document the results of the work to the satisfaction of the Town, the State and other jurisdictional agencies under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions identified herein, the parties mutually agree as follow:

1. **Scope of Services:** Subject to such policy direction and approvals as the Town through its staff may determine from time to time, Consultant shall perform the services set out in the proposal attached hereto as Exhibit A and incorporated herein by reference. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's proposal unless the Town, prior to Consultant performing the additional services, approves such additional services in writing.
2. **Time for Performance:** The services of Consultant are to commence upon the execution of this Agreement and shall continue until all authorized work is approved by Town. Specific times for performance, if any, are specified in Exhibit A, attached hereto and incorporated herein. Time is of the essence in the performance of the services under this Agreement. The failure of Consultant to adhere to the schedule, unless mutually agreed upon, may result in termination of the Agreement by Town. Notwithstanding the above, Consultant shall not be responsible for delay caused by reason of strikes, lockouts, accidents, acts of God or delay caused by the Town.
3. **Compensation and Method of Payment:**
 - A. **Compensation:** The compensation to be paid to Consultant shall be at the rate and schedule of payment as set forth in Exhibit A, which is attached hereto and incorporated herein. However, in no event shall Consultant's compensation exceed

_____ (\$_____). Payment by Town under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the Town at the time of payment.

B. Method of Payment:

1. Monthly Statements: As a condition precedent to any payment to Consultant under this Agreement, Consultant shall submit monthly to the Town a statement of account which clearly sets forth the designated items of work for which the billing is submitted. Each statement of account shall also include a detailed record of the month's actual revenue reimbursable expenditures.
2. Timing of Payment: Town shall review Consultant's monthly statement and pay Consultant for services rendered hereunder at the rates if acceptable and in the amounts provided hereunder on a monthly basis in accordance with the approved monthly statements.
4. Liability of Members and Employees of Town: No member of the Town and no other officer, employee or agency of the Town shall be personally liable to Consultant or otherwise in the event of any default or breach of the Town, or for any amount which may become due to Consultant or any successor in interest, or for any obligations directly or indirectly incurred under the terms of this Agreement.
5. Hold Harmless: To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless the Town, its officers, employees and agents (collectively the "Indemnified Parties") from and against all claims, damages, losses and expenses, including but not limited to reasonable attorneys' fees, that arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of Consultant or its employees in the performance of this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant.

Notwithstanding the foregoing, nothing herein shall be construed to require Consultant to indemnify the Indemnified Parties from any claim arising from the sole or active negligence or willful misconduct of the Indemnified Parties.
6. Relationship between the Parties: Consultant is, and at all times shall remain, an independent contractor, not an agent or employee of the Town. Consultant shall be solely responsible for all acts of its employees, agents or subconsultants, including any negligent acts or omissions. Consultant shall have no authority to act on behalf of the Town or to bind the Town to any obligation whatsoever, unless the Town provides prior written authorization to Consultant. As an independent contractor, Consultant shall not be entitled to any benefit, right or compensation from the Town other than those provided for in this Agreement.

7. **Ownership of Work:** All documents furnished to Consultant by Town and all reports and supportive data prepared by Consultant by this Agreement are Town's property and shall be given to Town at the completion of Consultant services. Consultant agrees that all copyrights which arise from creation of the work pursuant to this contract shall be vested in the Town and waives and relinquishes all claims to copyright or other intellectual property rights in favor of the Town. Town acknowledges that documents and supportive data prepared by Consultant have been prepared exclusively for and are fit exclusively for the purposes contemplated under this Agreement. If the Town reuses such documents prepared by Consultant for purposes other than those contemplated under this agreement without the written consent of Consultant, the Town will hold harmless, indemnify and defend the Consultant, its agents, subconsultants and employees from any and all claims arising out of such reuse.
8. **Responsibility for Errors:** Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the Town or the Town's representative, regarding any services rendered under this Agreement at no additional cost to the Town. In the event that an error or omission attributable to Consultant occurs, the Consultant shall, at no cost to the Town, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of the Town and participate in any meeting required with regard to the correction.
9. **Compliance with Laws:** Consultant shall use due professional care to comply with all applicable federal, state and local laws, codes, ordinances and regulations. Consultant represents to Town that it has, and will maintain through the term of the Agreement, all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant shall obtain a Town of Danville Business License and maintain said license through the duration of the contract.
10. **Insurance:**
 - A. **Minimum Scope of Insurance:** Prior to commencing work and during the entire term of the Agreement, Consultant shall procure and maintain the following insurance policies in these minimum amounts:
 1. Insurance Services Office Commercial General Liability Coverage (occurrence Form CG 0001), two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement, or the general aggregate limit shall be at least twice the required occurrence limit.
 2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1, two million dollars (\$2,000,000) per accident for bodily injury and property damage.

3. Workers' Compensation as required by the State of California, and Employers' Liability Insurance, one million dollars (\$1,000,000) per accident for bodily injury or disease.
 4. Errors and Omissions Liability: One million dollars (\$1,000,000) per claim.
- B. Endorsements: Each general liability and automobile liability insurance policy shall be endorsed with the following specific language:
1. The Town of Danville, its elected and appointed officers, employees and agents are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the Consultant.
 2. For any claims related to this Agreement, Consultant's insurance coverage shall be considered primary insurance as respects the Town, its elected and appointed officers, employees and agents. Any insurance or self-insurance maintained by the Town, its elected and appointed officers, employees and agents shall be excess of the Consultant's insurance and shall not contribute with it.
 3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each. This, however, will not act to increase the limit of liability of the insuring company.
 4. The insurer waives all rights of subrogation against Town, its elected and appointed officers, employees and agents.
 5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its elected and appointed officers, employees and agents.
 6. Each insurance policy required by this Agreement shall provide that coverage shall not be canceled, except after 30 days prior written notice has been given to the Town.
- C. Verification of Coverage: Consultant shall provide to the Town all certificates of insurance with original endorsements affecting coverage required by this paragraph. Certificates of such insurance shall be filed with the Town on or before commencement of performance of this Agreement. The Town reserves the right to require complete, certified copies of all required insurance policies at any time.
- D. Acceptability of Insurers: All insurance companies providing coverage to Consultant for purposes of this Agreement shall be authorized by the Insurance Commissioner of the State of California to transact business within the State of California and shall an A.M. Best's rating of no less than "A:VII".

- E. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retention's must be declared to and approved by the Town. At the Town's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured receptions.
11. Assignment and Subcontracting: The parties recognize that a substantial inducement to Town for entering into this Agreement is the professional reputation, experience and competence of Consultant. Therefore, Consultant may not assign any right or obligation pursuant to this Agreement without the prior written permission of Town. Furthermore, except as provided for in Exhibit A, Consultant shall not subcontract any portion of the work to be performed under this Agreement without the prior written consent of Town. Any assignment of any right or obligation or subcontracting of any work without Town consent shall be void and of no effect.
12. Prevailing Wages: Prior to commencing work, Consultant shall confer with Town to determine whether the work to be performed is subject to the payment of prevailing wages as determined by the Department of Industrial Relations. If the work is determined subject to prevailing wages, Consultant shall be responsible for compliance with the applicable wage orders and shall provide the Town with certified payrolls for all work performed.
13. Nondiscrimination: Consultant shall not discriminate against any person related to the performance under this Agreement (including any employee or applicant) on the basis of race, color, religious creed, national origin, gender, physical or mental disability, marital status, or sexual orientation.
14. Termination of Agreement: The Town may terminate this Agreement without cause upon giving seven days written notice to Consultant. In the event of such a termination, Consultant shall be entitled to any compensation owed for services rendered up to the effective date of termination.
15. Amendment: This Agreement constitutes the complete and exclusive statement of the Agreement to Town and Consultant. It may be amended or extended from time-to-time by written agreement of the parties hereto.
16. Litigation Costs: In the event either party commences legal action to enforce this Agreement, the prevailing party shall be entitled to reasonable costs and expenses, including attorneys' fees.
17. Written Notification: Any notice, demand, request, consent, approval, or communications that either party desires or is required to give to the other party shall be in writing and either served personally or sent by prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to Town: Town of Danville
 Engineering Department
 510 La Gonda Way
 Danville, CA 94526

If to Consultant: [name and address of consultant]

- 18. **Waiver:** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision of the Agreement.
- 19. **Execution:** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement it shall not be necessary to produce or account for more than one such counterpart.
- 20. **Venue:** In the event that suit shall be brought by either party hereunder, the parties agree that trial of such action shall be held exclusively in a state court in the County of Contra Costa, Martinez, California.

IN WITNESS WHEREOF, the Town and Consultant have executed this Agreement as of the date first above written.

TOWN OF DANVILLE

CONSULTANT

By: _____
Joseph A. Calabrigo
Town Manager

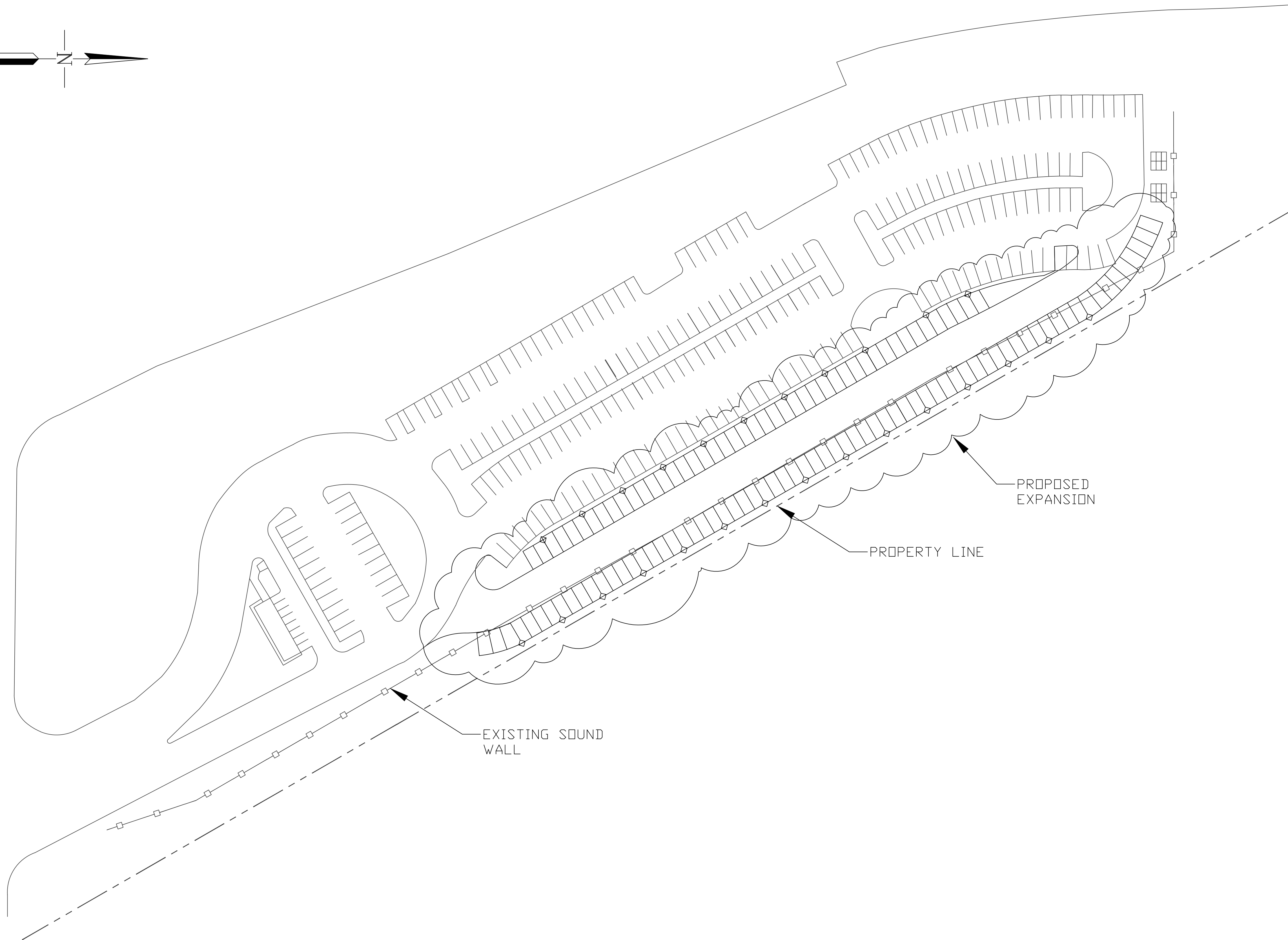
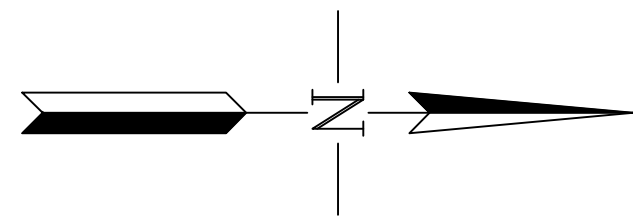
By: _____
Title: _____

APPROVED AS TO FORM

By: _____
Robert B. Ewing - City Attorney

ATTEST

By: _____
Marie Sunseri - City Clerk



PROPOSED EXPANSION

PROPERTY LINE

EXISTING SOUND WALL

NO.	DATE	APPD	REVISION

DESIGNED:
DRAWN:
CHECKED:
REVIEWED:
DATE:

ATTACHMENT "F" CONCEPTUAL PLAN



TOWN OF DANVILLE

510 LA GONDA WAY, DANVILLE, CA 94526
PHONE: (925) 314-3310

**PARK AND RIDE EXPANSION
PROJECT
DANVILLE C.I.P. C-598
CONCEPTUAL PLAN**

SHEET

1

SCALE: NOT TO SCALE

SHEET 1 OF 1