

STAFF REPORT

DATE: December 5, 2023

TO: City Council

FROM: Dianna Jensen, Director of Public Works Engineering and Transportation/
City Engineer
Melissa Marshall, Principal Civil Engineer
Melody Eldridge, Senior Civil Engineer

SUBJECT: Anderson Road – Chavez Elementary School Improvements Project
Cooperative Agreement with DJUSD and Professional Services
Agreement with Rainforth Grau Architects (RGA), CIP No. ET8298

Recommendations

Staff recommends that the City Council approve a Resolution authorizing the City Manager to enter into the following:

1. A Cooperative Agreement with the Davis Joint Unified School District for the Anderson Road – Chavez Elementary School (Chavez ES) Improvements Project; and
2. A sole-source Professional Services Agreement with Rainforth Grau Architects (RGA), a studio of HMC Architects, for design, bid and construction support for the Anderson Road – Chavez ES Improvements Project Design (CIP No. ET8298).

Fiscal Impact

The city has budgeted \$4,154,300 for this project. The funding sources for this project are a combination of Road Impact Fees (Fund 485) \$844,300; SACOG Grant funds \$3,090,000; and Davis Joint Unified School District (DJUSD) “fair share” contribution to be determined at the time of construction bidding but currently estimated to be \$220,000. Per the Cooperative Agreement, DJUSD will also directly contract with RGA and pay for design for the portion of the project on school district property.

The task order with RGA for the public right-of-way and parking project design, construction documents, and bid and construction support will be a not-to-exceed agreement for \$595,000 which will be funded by local funds (Fund 485; Road Impact Fees).

Council Goal(s)

This project supports the following Council goals:

- Goal #1: Ensure a Safe, Healthy and Equitable Community
- Goal #4: Fund, Maintain, and Improve Infrastructure – specifically Objectives:
 - 2A (Identify and present opportunities for transportation improvements that could improve bicycle and pedestrian safety)

- 2B (Restore high-priority transportation projects that were delayed because of the Covid recession.)
- 2E (Complete projects that address safe routes to school needs on Olive/Pole Line connection, Montgomery improvements, Villanova pilot and Anderson/Chavez reconfiguration.)

Commission Input

On September 16, 2020, the Recreation and Park Commission supported conversion of Redwood Park turf, immediately adjacent to the Chavez ES south driveway, to replace staff parking that would be lost under Concept 2.

On October 8, 2020 the Bicycling, Transportation, and Street Safety Commission (BTSSC) discussed the item and provided feedback on the two design concepts, supporting Concept #2 (summarized in Attachment 3), as the preferred concept for the purposes of the grant application.

Background and Analysis

The Anderson Road -Chavez Elementary School Improvements project is a street improvement project on Anderson Road between Villanova Drive and Amherst Drive. This project builds upon prior planning and outreach efforts, including the 2014 Walk Bike Audit Report and the 2018 planning and outreach process to establish a vision for improving the corridor between Covell Blvd. and Russell Blvd. Additional community outreach was conducted in 2020 prior to the submission for the SACOG Grant.

The City and DJUSD are partnering on the project and received a SACOG Regional Funding grant in 2021. The City Council previously recommended that the “Concept 2” striping map be used as the basis for the Grant in the October 27, 2020 Council Meeting and that is the drawing that will be the basis for the design of the construction documents. Concept 2 includes moving the Cesar Chavez ES drop-off zone from the public street frontage and onto DJUSD property to the current teacher parking area, and creating a new parking area in an area of the adjacent Redwood Park. Project improvements will be made on DJUSD property, City Property, and in the public right-of-way.

City and DJUSD staff and legal counsel have prepared a Cooperative Agreement outlining roles, responsibilities, and expected financial contributions for the project.

RGA has been contracted by DJUSD to design the portion of the improvements for the project that will be located on the Chavez Elementary School campus. As outlined in the Cooperative Agreement, to streamline coordination between the onsite and street right-of-way improvements, City Staff recommends that the City Council approve the attached resolution to enter into a sole-source agreement and have RGA prepare the construction documents for the improvements to Redwood Park and Anderson Road in this vicinity. Selecting RGA to prepare the design for the City Improvements:

- allows the city to proceed to the design phase of the project in a timelier manner to achieve target construction dates rather than using time and staff resources to conduct a full request for proposal (RFP) process;
- significantly reduces the amount of coordination time and associated costs that would otherwise be required between separate design teams to align the driveway, crosswalk, sidewalk, parking lot, striping, and signal timing improvements that will be applicable across the school property lines;
- allows for the production of a single bid package which both reduces the cost to produce the package itself and allows for a more economical construction bid; and
- facilitates hiring of a single general contractor which significantly improves construction coordination, allows for a more streamlined billing and grant reimbursement/grant requirement compliance process, helps ensure that each portion of the project is constructed in the appropriate order, eliminates potential conflicts between general contractors, and reduces the amount of staging area that would be required for multiple contractors, all of which helps to reduce impacts on the community during construction.

Further community outreach and presentation to the BTSSC is anticipated prior to finalizing the design. Construction for this project is anticipated in Summer 2025.

Attachments

1. Resolution
2. Cooperative Agreement between City of Davis and Davis Joint Unified School District for Anderson Road/Cesar Chavez Elementary School Improvements
3. Concept 2 Striping Map from the SACOG Grant Application
4. Proposal for Architectural and Engineering Services from RGA

RESOLUTION NO. 23-XXX, SERIES 2023

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A COOPERATIVE AGREEMENT WITH DAVIS JOINT UNIFIED SCHOOL DISTRICT (DJUSD) AND EXECUTE A SOLE SOURCE AGREEMENT WITH RAINFORTH GRAU ARCHITECTS FOR THE DESIGN OF THE ANDERSON ROAD-CHAVEZ ELEMENTARY SCHOOL IMPROVEMENTS PROJECT, CIP NO. ET8298

WHEREAS, in 2018, the City of Davis completed the Anderson Road Visioning Process, a planning and outreach process to establish a long-term vision for the Anderson Road corridor; and

WHEREAS, in 2020, the City Council directed City Staff to apply to the Sacramento Area Council of Governments (SACOG) Regional Funding grant program to fund design improvements based on the "Concept 2 Stripe Map" on Anderson Road at the Chavez Elementary school to improve safety and comfort of all users; and

WHEREAS, in 2021, the City, in partnership with the Davis Joint Unified School District (DJUSD), received a \$3,090,000 SAGCOG Regional Funding Grant to fund construction of the improvements on Anderson Road between Amherst Drive and Villanova Drive; and

WHEREAS there is a need to clearly document project roles and responsibilities as shared between the City and DJUSD with respect to the project; and

WHEREAS, Rainforth Grau Architects (RGA), a studio of HMC Architects, has been contracted by the DJUSD to prepare the construction plans for the on-campus portion of the proposed improvements at Chavez Elementary School; and

WHEREAS, to streamline consistency between the campus and right-of-way portions of the project, City staff recommend that the City Council retain RGA to prepare the construction documents for the Anderson Road-Chavez Elementary School Improvements Project, CIP No. ET8298; and

WHEREAS, there are sufficient benefits with respect to reduced coordination time, reduced costs, and improved construction efficiency to justify a sole-source agreement to allow the same designer to prepare the design for both the DJUSD campus and right-of-way portions of the project; and

WHEREAS, the City requested a proposal from RGA for design, bid and construction support of the Anderson Road-Chavez Elementary School Improvements Project, CIP No. ET8298; and

WHEREAS, RGA is a qualified firm with the necessary expertise and experience for this design work and have developed a scope and fee that is acceptable to the City.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Davis does hereby authorize the City Manager to enter into a Cooperative Agreement with DJUSD regarding project roles, responsibilities, and expected financial contributions; and

BE IT FURTHER RESOLVED that the City Council of the City of Davis does hereby authorize the City Manager to enter into a sole source professional services agreement with Rainforth Grau Architects (RGA) in the amount of \$595,000, to prepare the construction documents for the Anderson Road-Chavez Elementary School Improvements Project, CIP No. ET8298; and

BE IT FURTHER RESOLVED that all terms, conditions and covenants of said contract be and the same are hereby approved, ratified, and confirmed.

PASSED AND ADOPTED by the City Council for the City of Davis on this 5th day of December, 2023, by the following vote:

AYES:

NOES:

Will Arnold
Mayor

ATTEST:

Zoe S. Mirabile, CMC
City Clerk

**COOPERATIVE AGREEMENT
BETWEEN
CITY OF DAVIS AND DAVIS JOINT UNIFIED SCHOOL DISTRICT
FOR
ANDERSON ROAD / CESAR CHAVEZ ELEMENTARY SCHOOL IMPROVEMENTS**

This Cooperative Agreement for Anderson Road / Cesar Chavez Elementary School Improvements (“Agreement”) is entered into this ____ day of _____, 2023 (“Effective Date”) by and between the City of Davis (“City”), a California municipal corporation, and Davis Joint Unified School District, a California public school district (“District”). The City and District are sometimes individually referred to as “party” and collectively as “parties” throughout this Agreement.

RECITALS

WHEREAS, the Sacramento Area Council of Governments (“SACOG”) administers federal-aid funds made available for use by the State of California for the purpose of local transportation related projects of recipient public entities;

WHEREAS, the City and the State of California, acting by and through its Department of Transportation known as Caltrans, entered into a “Master Agreement” for Administering Agency-State Agreement for Federal-Aid Projects, No. 03-5238F15, on June 21, 2018, to establish terms and conditions applicable to City when receiving federal funds for a designated project facility, and subsequent operation and maintenance of that completed facility;

WHEREAS, the City and District wish to jointly implement a local transportation project, known as Anderson Road – Chavez Elementary School Improvements, consisting of improvements within the Anderson Road right of way and upon real property adjacent thereto, commonly known as Redwood Park, which is owned by the City, and the Cesar Chavez Elementary School, which is owned by the District;

WHEREAS, the parties have determined there is a benefit to consolidating and coordinating design and construction for all improvements which will be funded, in part, by federal-aid funds administered by the SACOG and governed by the City’s Master Agreement with Caltrans, and funded, in part, by local contributions by both the City and the District;

WHEREAS, on December 16, 2022, the parties received federal approval for the Anderson Road – Chavez Elementary School Improvements, with a preliminary, estimated total cost of \$3,590,000 and estimated completion in 2026, and which is subject to a future supplemental agreement to be executed between City and CalTrans following the design phase of the project, pursuant to their Master Agreement; and

WHEREAS, the parties desire to enter into this Agreement to set forth their respective roles and responsibilities for the joint implementation and funding of the Anderson Road – Chavez Elementary School Improvements.

AGREEMENT

1. PROJECT.

1.1. City Property. The City maintains the right of way along Anderson Road, including the portion between Villanova Drive and Amherst Drive, in Davis, California (“ROW”), and owns and maintains the real property commonly known as Redwood Park, located at 1001 Anderson Road in Davis, California (“Park”) (collectively, “City Property”).

1.1.1. City Improvements. City plans to construct complete street improvements in the ROW, which varies in width between 83 and 84 feet, with a project length of approximately 1,850 feet, including separated bicycle facilities, frontage improvements, intersection safety improvements at Villanova Drive and Rutgers

Road, transit stop improvements, on-street parking construction, as well as landscaping and a parking lot within the Park (collectively, "City Improvements").

1.2. District Property. District owns and maintains the property commonly known as the Cesar Chavez Elementary School, located at 1221 Anderson Road in Davis, California ("District Property"), which is located to the North of the Park.

1.2.1. District Improvements. Improvements planned to be constructed within District Property includes on-site improvements for student drop-off and loading activity and parking (collectively, "District Improvements").

1.3. Project. The City Improvements and District Improvements together constitute the project known as the Anderson Road – Chavez Elementary School Improvements ("Project"). A conceptual drawing of the Project is contained in the attached **Exhibit "A,"** which is incorporated by this reference.

1.4. Parking Lot Facilities at the Park. Following Project completion, City shall permit District's joint use of the parking lot facilities to be located at the Park upon mutually agreeable terms. City and District shall, in good faith, negotiate and enter into a joint use agreement for the operation, maintenance and District's use of the future parking lot facilities, prior to the completion of the Project.

2. PROJECT FUNDING.

2.1. Project Design. Each party will pay its own design costs, including the costs to prepare bid ready documents, for each party's respective improvements, pursuant to the individually held contracts with the design consultant, pursuant to Section 3 of this Agreement.

2.2. Construction.

2.2.1. SACOG Grant Funding. The parties agree that the Project will first be funded by the SACOG grant funding, which total amount of funding will be applied to the Project based on the percentage of the construction bid price attributable to the City Improvements and the percentage of construction bid price attributable to the District Improvements.

2.2.2. District Contribution. District agrees to contribute its Fair Share of Project costs based on the accepted bid amount for the District Improvements. "Fair Share" will be determined as the percentage of the construction bid price that constitutes the cost of the District Improvements as a share of total bid price. The District's Fair Share will be paid toward the remaining construction costs for the Project attributable to the District, including costs of anticipated construction management, inspection and testing services, after the SAGOG grant funding has first been applied to the Project construction costs. Within thirty (30) days of the City's award of the construction contract, District will transfer the amount of its Fair Share to City, which shall be held in its own account separate from other Project funding, and accounted for by the City.

2.2.3. District will contract for and pay for all inspection services as required by the Division of State Architect.

2.2.4. Following the transfer of District's Fair Share to the City, District shall be responsible for reimbursing the City for all costs of District-approved change orders relating specifically to the District Improvements which may arise during the construction phase of the Project. No change orders relating to District Improvements shall be valid without the preapproval of the District's Governing Board.

2.2.5. City Contribution. City will be responsible all additional costs related to City Improvements.

2.3. Funding Terms. City shall be solely responsible for complying with all requirements set forth in any third-party agreement for the funding of the Project and shall provide District with copies of such agreements upon execution of this Agreement or thereafter, upon the execution of each funding agreement. City shall obtain District's preapproval prior to executing any future funding agreement governing the Project, including, but not limited to, the supplement agreement to be executed between City and CalTrans following the design phase of the Project, pursuant to their Master Agreement. District may withhold its approval based on any terms or conditions that may adversely affect District Property by virtue of the funding, as determined by the District, which may include any encumbrance placed on title to the District's Property. In such event, District may terminate this Agreement with written notice to City. In the event the District withholds approval of a new or supplemental funding agreement with a third party, the City may terminate this Agreement with written notice to the District.

3. PRECONSTRUCTION.

3.1. Design of Project.

3.1.1. District and the City shall individually contract, at their own expense, for the design of, and bid ready documents for, their respective improvements. The parties have agreed to each utilize HMC Architects as the design consultant to coordinate the design of their respective improvements. The City and District will participate in, at minimum, monthly joint coordination meetings with HMC Architects. HMC Architects will prepare one complete set of bid ready documents for construction of the Project.

3.1.2. In the event that HMC Architects does not adequately fulfill a party's Project needs, that party may terminate their contract with HMC Architects, with written notice to the other party. Any design consultant retained by a party following the termination of their contract with HMC Architect shall be required to cooperate, in good faith, with the other party's design consultant, and participate in the monthly joint coordination meetings, for the joint completion of one set of bid ready documents for the Project.

3.1.3. In the event that the City Engineer estimates the cost of construction of the District Improvements to exceed One Million and 00/100 Dollars (\$1,000,000.00) the District may terminate this Agreement with written notice to the City.

3.1.4. In the event that the City Engineer estimates the cost of construction of the City Improvements to exceed Three Million Five Hundred Thousand and 00/100 Dollars (\$3,500,000.00), the City may work to revise the City improvements project scope in coordination with CalTrans and/or terminate this Agreement with written notice to the District.

3.2. Bid Phase.

3.2.1. Upon the preapproval of the set of bid documents by each party's Governing Board as to their respective improvements, if applicable, the City shall be solely responsible for securing bids for the construction of the Project in compliance with City's Master Agreement with Caltrans, applicable federal, state, and local laws, rules and regulations, and in coordination with the District's consultant assigned to construction administration of the District Improvements.

3.2.2. In the event that the bid price for District Improvements exceeds the City Engineer's estimate for District's Improvements by more than twenty percent

(20%), the District may direct the City to, and the City shall, reject all bids as to the District Improvements. If no alternative agreement can be reached by the parties on next steps within thirty (30) days of rejecting all bids, the District may terminate this Agreement with written notice to the City.

- 3.2.3. In the event that the bid price for the City's Improvements exceeds the City Engineer's estimate for the City's Improvements by more than twenty percent (20%), the City may reject all bids as to the City's Improvements and provide written notice to the District of such action. If no alternative agreement can be reached by the parties on next steps within thirty (30) days, the City may terminate this Agreement with written notice to the District. Under no circumstances will the City administer only the District portion of the Project.

3.3. Contract Award. The City shall be solely responsible for procurement of and awarding contracts for the construction of the Project. Prior to the award of the construction contract, City shall share with District a copy of the proposed construction contract, which District will review and approve for the limited purpose of confirming that the contract includes the required indemnification and insurance requirements as to the District's Improvements, which are set forth in this Agreement. If the District fails to approve any proposed construction contract proffered by the City within thirty (30) days' of receipt, the City may immediately terminate this Agreement and each party shall be relieved of all obligations hereunder.

3.4. Project Approvals.

- 3.4.1. With the exception of DSA approvals for District Improvements, the City shall be responsible for obtaining all other required federal, state and local permits and approvals for construction of the Project.
- 3.4.2. City shall serve as the lead agency for the Project for the purpose of complying with the California Environmental Quality Act, including preparation of all required environmental analyses and reports and associated public processes required by law.
- 3.4.3. District will obtain all approvals of the District Improvements from DSA as applicable.
- 3.4.4. Construction of the Project shall not commence until each party's Governing Board approves the Project as to their respective improvements, and the proper bonds and proof of insurance for the Project is provided by the contractor.

3.5. Parking Lot Facilities at the Park. City acknowledges and agrees that the parking lot facilities at the Park and the District's joint use of such facilities are considered by the District to be material terms of this Agreement. Accordingly, should the City decide to not include the designs for the parking lot facilities at the Park in the Project bid documents or construction contract, or should the parties fail to reach an agreement on District's joint use of the parking lot facilities at the Park prior to the completion of the Project, District may terminate this Agreement with written notice to City.

4. PROJECT CONSTRUCTION.

4.1 City Responsibilities.

- 4.1.1. City shall be solely responsible for contracting for and managing the construction of the Project. All work on the Project shall be performed by City's contractor. City and its consultants and contractors will determine the means, methods and details of performing the work subject to the requirements of this Agreement.

- 4.1.2. City understands and acknowledges that District Property is an operating public elementary school campus and shall coordinate any and all work on District Property with District. Prior to commencing any work on District Property, the parties shall execute a Right of Entry agreement in a form substantially the same as that attached hereto as **Exhibit B**, and that includes a mutually agreeable construction schedule that does not disrupt school operations and preserves school safety and security.
- 4.1.3. Progress Reports and Billings. The City shall require progress reports and billings every thirty (30) days from the Project's contractor. The City shall use reasonable efforts to review reports and billings for accuracy and completeness and shall provide copies to District within seven (7) days of its receipt. City shall also be responsible for paying all approved charges within the time required by applicable law.
- 4.1.4. Records. City shall maintain complete and accurate records with respect to all Project costs and expenses. City shall allow a representative of District during normal business hours to examine, audit and make transcripts or copies of such records and any other documents, proceedings, and activities related to the Agreement so long as the City retains such records in the ordinary course of business.
- 4.1.5. Guarantee. City shall require the construction contractor to guarantee all work and materials on the Project to be free from all defects for a period of one (1) year after the date of formal acceptance of the work. City shall require the construction contractor to repair or remove and/or replace any and all work, together with any other work which may be displaced in so doing, that is found to be defective in workmanship or materials within the one-year period, without any expense whatsoever to District.
- 4.1.6. Insurance and Indemnification Requirements. City shall require all persons performing work on the Project, including its contractors and subcontractors, to procure and maintain, at their expense, until acceptance of the Project, insurance against claims for injuries to persons or damages to property which may arise out of or in connection with the performance of their work or that of their agents, representatives, employees or subcontractors. All of the insurance and bond requirements are detailed in the City's contract book for the Project. City's contract with the construction contractor shall require the District to be named as an additional insured in contractor's insurance policies and shall require contractor to fully defend, indemnify, and hold the City and District harmless from all claims and liabilities arising out of the acts, omissions, and/or willful misconduct of the contractor and/or subcontractors in connection with the Project.
- 4.1.7. Payment and Performance Bonds Requirement. City shall require the construction contractor to furnish a labor and material payment bond and a faithful performance bond each in an amount equal to one hundred percent (100%) of the contract price.
- 4.1.8. Prevailing Wage. City is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). The Project is a "public work" as defined by the Prevailing Wage Laws. City agrees to require its construction contractor to fully comply with such Prevailing Wage Laws.

4.1.9. Labor Certification. City agrees to require Project consultants and contractors, by their contracts with the City, to comply the provisions of Labor Code section 3700 requiring workers' compensation, before commencing any work on the Project.

4.2. District Responsibilities.

4.2.1. District will provide City with blackout dates for the construction of the District Improvements in accordance with its approved school year calendar.

4.2.2. District will contract with a Project Inspector, at District's expense, to inspect District Improvements for compliance with any applicable DSA requirements.

4.2.3. District will provide construction engineering for District Improvements, including review of submittals, responding to requests for information, review of change orders, as-needed site visits, and assistance with compiling as-builts.

4.2.4. If District elects to, District may provide construction management for coordination of the work on District Property at its own expense.

4.2.5. District shall require its design, inspection services, and other consultants on the Project to: (a) provide commercial general, auto, and professional liability, and workers compensation insurance, and name the City, its elected officials, officers, employees and agents ("City Parties") as additional insureds and waive all rights of subrogation, in the CGL and auto liability policies, and otherwise be in a form and with such limits reasonably acceptable to the City; and (b) defend, indemnify, and hold the City and City Parties harmless from all claims and liabilities arising out of (i) the acts, omissions, and/or willful misconduct of any such consultant; or (ii) arising out of their negligent acts, omissions or willful misconduct in the performance of professional services, to the extent permitted by Civil Code Section 2782.8.

5. TERM AND TERMINATION.

5.1. Term. Unless sooner terminated as provided herein, the Term of this Agreement shall extend through final completion of the District Improvements and their acceptance by the District's Governing Board.

5.2. Termination With Cause. In addition to other grounds for termination set forth herein, in the event either party defaults in the performance of any of its obligations under this Agreement, or materially breaches any of the provisions of this Agreement, the other party shall have the option to terminate this Agreement upon giving a written notice of intention to terminate to the defaulting party. Written notice shall contain the reasons for such intention to terminate and unless within thirty (30) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the thirty (30) calendar days cease and terminate.

5.3. Effect of Termination. In the event that either party terminates this Agreement with cause or otherwise in accordance with the provisions of this Agreement, and construction of District Improvements has not yet commenced, City shall return the full amount of District's Fair Share, and if construction of District Improvements has already commenced, the full amount of District's Fair Share less the construction costs accrued for District Improvements shall be returned. The District's Fair Share shall be returned to District within thirty (30) days following the effective date of this Agreement's termination with an accounting.

6. GENERAL TERMS AND CONDITIONS

6.1. Notices. All notices permitted or required under this Agreement shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Such notices shall be mailed by United States mail, registered or certified with postage prepaid, sent by overnight delivery service, or personally delivered to the addresses set forth below, or at such other addresses as the respective parties may provide in writing for this purpose:

City:

City of Davis
23 Russell Boulevard
Davis, CA 95616
ATTN: City Manager

District:

Davis Joint Unified School District
526 B Street
Davis, CA 95616
ATTN: Superintendent

Copy to:

Richards Watson Gershon
44 Montgomery Street, Ste 3800
San Francisco, CA 94104
ATTN: Inder Khalsa

Copy to:

Dannis Woliver Kelley
200 California Street, Ste 400
San Francisco, CA 94111
ATTN: Deidree Sakai

Such notice shall be deemed effective upon receipt when personally delivered, three (3) days after deposit in the U.S. Mail, or the business day next following delivery thereof to an overnight delivery service.

6.2. Attorneys' Fees. In the event any action is commenced for breach, or to enforce or interpret any term or condition of this Agreement, in addition to costs and any other relief, the prevailing party shall be entitled to its reasonable attorneys' fees, expert fees and other reasonable costs of defense.

6.3. Entire Agreement; Amendment. This Agreement contains the entire agreement of the parties hereto with respect to the matters contained herein, and supersedes all negotiations, prior discussions and preliminary agreements or understandings, written or oral. No representations or promises not expressly set forth herein shall be binding on either party. No waiver or modification of this Agreement shall be binding unless consented to by both parties in writing. The provisions of this Agreement shall govern in the event of any conflict or inconsistency with any exhibit hereto.

6.4. Assignment. This Agreement shall be binding on the successors and assigns of the Parties.

6.5. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

6.6. Invalidity and Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect provided that neither party would be denied an essential purpose for entering this Agreement in the event of such severance.

6.7. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

6.8. Governing Law. This Agreement shall be governed by the laws of the State of California. Venue for any legal action arising out of this Agreement shall be in Yolo County, State of California.

6.9. Time of Essence. Time is of the essence in each and every provision of this Agreement.

6.10. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

6.11. Construction; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

6.12. Incorporation of Recitals. The Recitals are incorporated herein and made an operative part of this Agreement.

6.13. Authority to Enter into Agreement. City and District warrant that they have all requisite power and authority to execute and perform this Agreement. Each person executing this Agreement on behalf of their party warrants that he or she has the legal power, right, and authority to make this Agreement and bind his or her respective party.

6.14. Counterparts This Agreement may be signed in counterparts, each of which shall constitute an original.

[Signatures on following page]

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed below and the Agreement will be effective as of the Effective Date first above written.

CITY OF DAVIS,
a California municipal corporation

DAVIS JOINT UNIFIED SCHOOL DISTRICT,
a California public school district

By: _____
Mike Webb
City Manager

By: _____
Matt Best
Superintendent

ATTEST:

By: _____
Zoe Mirabile
City Clerk

APPROVED AS TO FORM:

By: _____
Inder Khalsa
City Attorney

EXHIBIT A

Conceptual Plans of City and District Improvements

[Attached behind this sheet]

EXHIBIT B

**AGREEMENT BETWEEN CITY OF DAVIS
AND DAVIS JOINT UNIFIED SCHOOL DISTRICT
FOR RIGHT OF ENTRY PERMIT**

This Agreement for Right of Entry Permit ("Agreement") is made and entered into by and between DAVIS JOINT UNIFIED SCHOOL DISTRICT ("District"), a California public school district, and CITY OF DAVIS, a California municipal corporation ("City").

WHEREAS, District owns the property commonly referred to as the Cesar Chavez Elementary School, located at 1221 Anderson Road in Davis, California ("Property"); and

WHEREAS, District and City entered into a Cooperative Agreement for Anderson Road/Cesar Chavez Elementary School Improvements with an Effective Date of _____, 2023, ("Cooperative Agreement") under which the City is to construct certain improvements on the District's Property as described therein ("Improvements"); and

WHEREAS, in order to construct said Improvements, City will need access on and over the District's Property; and

WHEREAS, District has agreed to permit City to enter upon District's Property to construct the Improvements; and

WHEREAS, to facilitate construction of the Improvements, District will grant a temporary right of entry permit to City.

NOW THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. **Right of Entry.** District grants to City, its employees, agents, consultants and contractors a non-exclusive and revocable right to enter onto and over the Property shown in **Exhibit A** attached hereto, for the purpose of constructing the Improvements. The Improvements may be undertaken subject to the following conditions:

(a) City shall provide District with written notice of the dates on which City desires to begin construction work on the Improvements at least forty-five (45) days in advance of any access to the Property.

(b) City will coordinate the specific dates and times and access routes onto and across the Property with the District's representative, prior to each entry upon the Property.

(c) City will provide District with the work plan for the Improvements ("Work Plan").

(d) City will permit only licensed and responsible contractors, consultants or other responsible individuals to enter upon the Property.

(e) District, at its sole discretion, shall have the right to inspect all work being performed by City or City's in connection with contractors of the Improvements.

(f) City agrees to comply with all applicable laws, regulations, rules and permits pertaining to construction of the Improvements, including, but not limited to, the Occupational Health & Safety Act and all applicable environmental, health and safety laws and regulations, whether federal, state or local. City will secure all licenses, permits and authorizations, including, but not limited to, all necessary environmental and governmental permits required for construction of the Improvements, i.e. before using or placing any dirt or soils on the Property from any off-site or imported source.

(g) City's contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors. Profanity or other unacceptable and/or loud language will not be tolerated, "Cat calls" or other derogatory language toward students, staff, volunteers, parents or public will not be allowed. No drugs and/or alcohol are allowed at any time in any buildings and/or grounds on District property. Smoking and the use of tobacco or cannabis products are prohibited on or in District property. City and its contractor shall ensure that no firearms or weapons enter or are used on or in District property. City and its contractors and consultants shall not permit any employee to have any contact with District pupils until they comply with Education Code sections 45125.1 and 45125.2.

(h) City and its contractors shall comply with District's safety protocols, as set forth on **Exhibit B**, attached hereto.

(i) City will exercise and cause its contractors and subcontractors to exercise due care and diligence to prevent injury to persons and damage to or destruction of the Property and any improvements on the Property. City will repair or reimburse the District for any damage, destruction, or loss to property caused by, resulting from, or arising out of City's entry on or use of the Property.

(j) Nothing herein contained shall be interpreted as granting to City exclusive occupancy of the Property. The parties understand and acknowledge that District may plan on having other contractors on the Property at the same time that City plans on constructing the Improvements, which may cause interference with performance of City's work. The parties, however, also understand and acknowledge that City's access to, use, and storage within the area shown on **Exhibit A** for the Term is critical to pursue and complete the Improvements timely and safe manner. Accordingly, City shall afford other District contractors reasonable opportunity to introduce and store their materials and execute their work so long as it does not conflict with active work zones, shall properly coordinate its work with these contractors, and shall notify District if any issues arise. District shall make a reasonable effort to inform City of other contractors' scopes and schedules of work.

(k) Upon completion of the Improvements, City shall promptly restore the Property if damaged during City's construction, including the repair or replacement of any and all damage to the Property caused by City.

(l) City agrees to require its contractor(s), by written agreement, to promptly pay before delinquency for any and all labor and materials expended or used in connection with any and all investigations on the Property, and that City's contractor(s) shall not allow any mechanics' liens or stop notices to be placed on the Property. In the event any mechanics' liens or stop notices are placed on the Property, City's contractor(s) will take immediate action to remove such liens or stop notices at their sole expense and will indemnify, defend, protect and hold District and City harmless from and against all such claims. If, after thirty (30) days of District's demand to a City's contractor to satisfy, discharge, or release a mechanics' lien or stop notice, City's contractor fails, refuses, or is otherwise unwilling or unable to comply with such demand, District may take all reasonable and necessary action to satisfy, release, or discharge said mechanics' lien or stop notice to its satisfaction. City's contractor will reimburse District all of the costs and expenses District incurs.

2. **Term of Right of Entry.** District will allow the City reasonable access to enter and reenter the Property for the period _____, 202_ through _____, 202_ (“Term”). The purpose of this access is to allow the City to construct the Improvements as described in the Cooperative Agreement between the parties and the design plans approved by the District’s Governing Board.

3. **Indemnity.** City agrees to defend, indemnify and hold harmless District from and against any and all suits, damages, fines or penalties, injury or death of any person, damage or loss to any property, any allegations of non-compliance with any federal, state or local laws or regulations (collectively, “Claims”) directly resulting from or arising out of the performance of all obligations under this Agreement, except to the extent that such Claims result from the negligence or willful misconduct of District or District’s employees, agents or contractors. District shall have the right to accept or reject any legal representation that City proposes to defend District. If District provides their own defense due to City’s failure to timely respond to tender of defense, rejection of tender of defense, or conflict of interest of proposed counsel, City shall reimburse District for any expenditures, including reasonable attorney’s fees and costs. City’s defense and indemnification obligations hereunder shall survive the completion of Improvements and/or the termination of the Cooperative Agreement between the parties.

4. **Insurance.** Throughout the Term of this Agreement, City and its contractors, subcontractors, consultants or any other person permitted onto the Property on behalf of City, shall obtain and maintain the following insurance:

(a) **Comprehensive General Liability Insurance.** City shall maintain comprehensive general liability insurance with the split-limit coverage of not less than Two Million Dollars (\$2,000,000) for any one occurrence (covering personal injury, bodily injury, liability, death and property damage) and not less than Four Million Dollars (\$4,000,000) in the aggregate for any one policy year on an occurrence form. District shall be named as an additional insured on policy. Additionally, any consultant working on the Property must maintain Errors and Omissions insurance in the amount of Two Million Dollars (\$2,000,000) per occurrence or claim and not less than Two Million Dollars (\$2,000,000) in the aggregate for any one policy year, coverage to continue through completion of construction plus three (3) years thereafter.

(b) **Automobile Insurance.** City shall maintain combined single limited automobile liability insurance covering personal injury, bodily injury and property damage in an amount not less than Two Million Dollars (\$2,000,000) for any one occurrence (covering personal injury, bodily injury, liability, death and property damage) and not less than Two Million Dollars (\$2,000,000) in the aggregate for any one policy year on an occurrence form. Said automobile insurance shall cover all owned, non-owned, and hired vehicles used by City in the performance of the work. District shall be named on as an additional insured on each policy.

(c) **Workers’ Compensation and Employer’s Liability Insurance.** City shall maintain statutory workers’ compensation insurance to meet all applicable requirements of the Labor Code of the State of California, and employer’s liability insurance in limits of not less than One Million Dollars (\$1,000,000) for per accident for bodily injury or disease. City ensures that the insurer waives the right of subrogation against the District.

(d) **Certificates of Insurance.** Copies of the policies or endorsements, including endorsements naming the District as additional insureds, shall be provided to and approved by District prior to any entry on the Property. City’s and its contractors’ insurance coverage shall be primary insurance as respects the Additional Insureds.

(e) **Self-Insurance.** City may satisfy the provisions of this section as to City’s insurance obligations using its program of self-insurance.

5. General Provisions

(a) **Time is of the Essence:** Time is of the essence of this Agreement,

(b) **Entire Agreement:** Except for the Cooperative Agreement between the Parties and any written amendments thereto, this Agreement constitutes the entire agreement between the parties with respect to entry onto the Property and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement is freely and voluntarily entered into by the parties after having the opportunity to consult with their respective attorneys. The parties, in entering into this Agreement, do not rely on any inducements, promises, or representations made by each other, their representatives, or any other person, other than those inducements, promises, and representations contained in this Agreement. Each individual executing this Agreement represents that he or she or they is duly authorized to enter its terms and conditions and to execute this Agreement on behalf of the party represented.

(c) **Amendments/Supplemental Agreements:** This Agreement may be amended by, and/or supplemental agreements entered into between, the parties as may be necessary to further carry forward the purposes and intents contained herein. Any such amendment or supplemental agreement shall be in writing and be approved by each party's Governing Board.

(d) **Assignment:** Neither party hereto may assign any of its rights or obligations hereunder without the prior written consent of the other party.

(e) **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of California with venue of any action in the County of Yolo.

(f) **Interpretation of this Agreement:** The parties acknowledge that each party has reviewed, negotiated and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any document executed and delivered by any party in connection with the transactions contemplated by this Agreement.

(g) **Severability:** If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall, unless amended or modified by mutual consent of the parties, continue in full force and effect so long as enforcement of the remaining provisions would not be inequitable to the party against whom they are being enforced under the facts and circumstances then pertaining.

(h) **Waiver of Rights:** Any waiver at any time by either party hereto of its rights with respect to a breach or default, or any other matter arising in connection with this Agreement, shall not be deemed to be a waiver with respect to any other breach, default or matter.

(i) **Attorneys' Fees.** Should litigation be necessary to enforce any terms or provisions of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including those on appeal.

(j) **Successors/Assigns:** This Agreement shall be binding upon and shall inure to the benefit of the City, District and their respective successors and assigns.

(k) **Counterparts:** This Agreement and all amendments and supplements to it may be executed in counterparts, each of which shall be deemed an original. A facsimile or electronic signature

shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Agreement binding all the parties hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed below and the Agreement will be effective as of the date first above written.

DAVIS JOINT UNIFIED SCHOOL DISTRICT

Name: _____

Title: _____

CITY OF DAVIS

Name: _____

Title: _____

EXHIBIT A

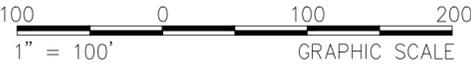
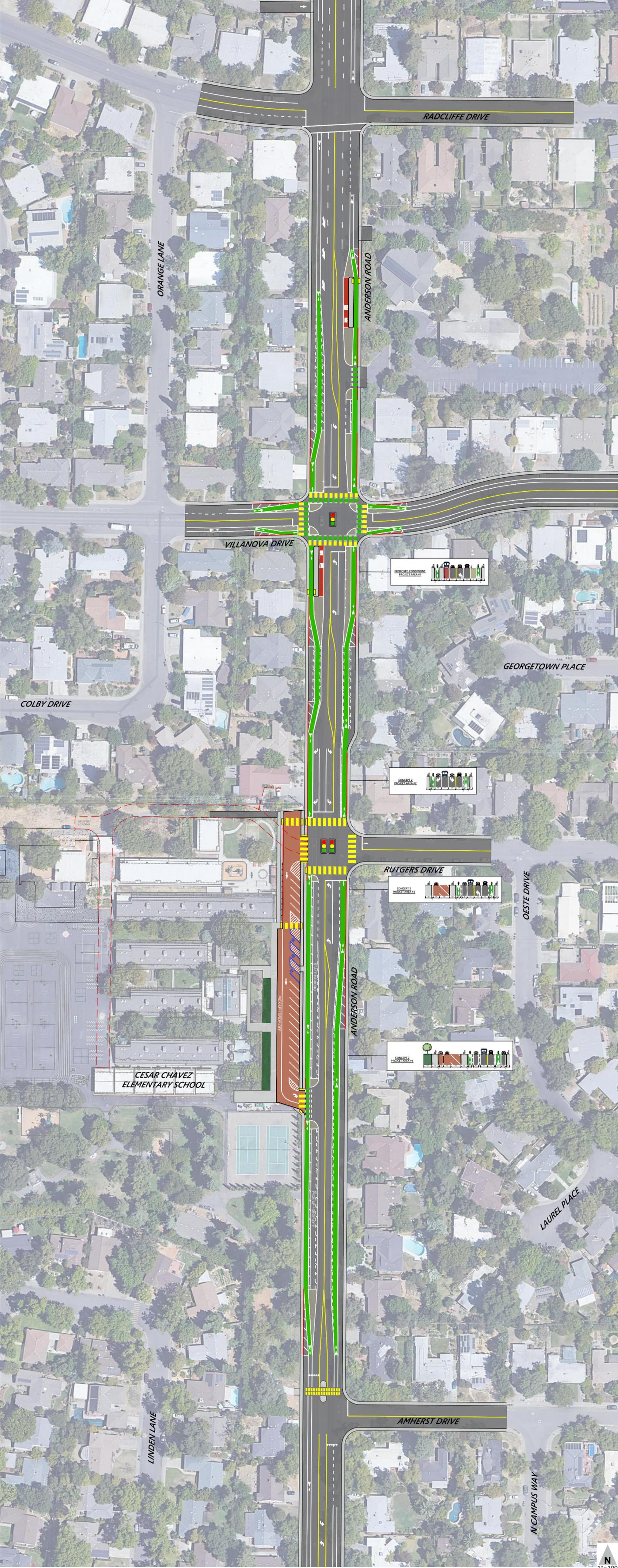
PROPERTY

[To be inserted]

EXHIBIT B

DISTRICT SAFETY PROTOCOLS

- (a) **Safety Programs.** The City shall be solely responsible for initiating, maintaining and supervising all safety programs required by applicable law, ordinance, regulation or governmental orders in connection with the performance of the Agreement, or otherwise required by the type or nature of the work. The City's safety program shall include all actions and programs necessary for compliance with California or federally statutorily mandated workplace safety programs, including without limitation, compliance with the California Drug Free Workplace Act of 1990 (California Government Code §§8350 et seq.). The City shall additionally comply with applicable District's policies, including BP/AR 3513.3 Tobacco Free Schools and BP 3513.4 Drug and Alcohol Free Schools. Without limiting or relieving the City of its obligations hereunder, the City shall require that its subcontractors similarly initiate and maintain all appropriate or required safety programs. Prior to commencement of work, the City shall meet with the campus Buildings and Grounds Manager, Project Manager, or Construction Manager to review City's safety precautions and implementation of safety programs during the work.
- (b) **Safety Precautions.** City shall be solely responsible for initiating and maintaining reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (i) employees on the work sites and other persons who may be affected thereby; (ii) the work and materials and equipment to be incorporated therein, whether in storage on or off the sites, under care, custody or control of City or City's contractors or subcontractors; and (iii) other property or items at the sites of the work, or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. City shall take adequate precautions and measures to protect existing roads, sidewalks, curbs, pavement, utilities, adjoining property and improvements thereon (including without limitation, protection from settlement or loss of lateral support) and to avoid damage thereto. The City shall repair, replace or restore any damage or destruction of the foregoing items as a result of performance of the work. The work site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition. City will secure all of its vehicles, equipment, or materials temporarily stored, staged, kept, or maintained in or on the Property. City will provide District with 2 (two) sets of keys, access cards, or tokens, and the combinations and codes to access any locks or security measures to the work sites, if any.
- (c) **Safety Signs, Barricades.** The City shall erect and maintain, as required by existing conditions and conditions resulting from performance of the Agreement, reasonable safeguards for safety and protection of property and persons, including, without limitation, posting danger signs, barriers, lights, security persons and other warnings against hazards, promulgating safety regulations and notifying District and users of adjacent sites and utilities.
- (d) **Safety Notices.** The City shall give or post all notices required by applicable law and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.
- (e) **Safety Coordinator.** The City shall designate a responsible member of the City's organization at the work sites whose duty shall be the prevention of accidents and the implementation and maintenance safety precautions and programs.



CONCEPTUAL - NOT FOR CONSTRUCTION. ADDITIONAL ANALYSIS AND ENGINEERING DESIGN REQUIRED.

Layout 2
Anderson Road
Amherst Drive to Rutgers Drive



May 1, 2023

City of Davis
23 Russell Boulevard
Davis, CA 95616

Attention: Michael Webb; City Manager

Subject: **Proposal for Architectural and Engineering Services
Phase I of the Anderson Road Improvements**
City of Davis
Architect's Project No.: TBD

Dear Michael:

Thank you for the opportunity to submit our proposal for the Phase I Anderson Road Improvements Project.

A. Project Description:

The improvements will be located on Anderson Road in Central Davis. The starting basis for the design will be the Fehr and Peers Concept 2 Stripemap with staff comments. This Capital Improvement Project (CIP) consists of bikeway and pedestrian facilities and roadway rehabilitation on Anderson Road between Amherst Drive and Radcliff Drive (approximately 0.4 miles). The project is federally funded through the Villanova Drive intersection, so any necessary transitional improvements from north of Villanova Drive to south of Radcliffe Drive will be completed with paint rather than thermoplastic and/or concrete so as to facilitate the transition to the later Phase 2 to the north.

Physical improvements will include the construction of sidewalks, curbs, gutters, raised pedestrian islands, floating bus stops, adjustment of existing utilities to finish grade, pavement markings and striping, signage, buffered Class 2 bicycle lanes, separated bike lane, isolated areas of roadway structural section repair, traffic signal upgrades, addition of Rutgers Dr leg to the intersection, and asphalt concrete pavement grinding, and an asphalt concrete overlay. Other improvements may include the reconstruction of traffic signal intersection, detector loops and landscape irrigation.

B. Scope of Services per the City of Davis Project Description and Background:

- Surveys and Mapping
- Conceptual Layouts
- Preliminary Engineering Studies
- Preliminary Design
- Environmental Studies
- Public Outreach Support
- Utility Coordination
- Right-of-Way Phase and Determination
- Design

- Coordination with Adjacent Properties
- Construction Phase Authorization
- Bid and Construction Support
- Assistance with Compiling As-Builts

We understand the City has secured a grant for improving Anderson Road between Villanova Drive and Amherst Drive to improve bicycle and pedestrian facilities and perform roadway pavement rehabilitation. The City also intends to extend the project limits north to include Radcliffe Drive with temporary striping improvements pending additional funding. Due to grant funding being administered through Caltrans' Local Assistance Office, our services will comply with Caltrans' Local Assistance Procedures Manual (LAPM) procedures and guidelines.

We assume the improvements will include construction of sidewalks, curbs, gutters, raised pedestrian islands, floating bus stops, Class 2 bicycle lanes and separated bikeways, traffic signal upgrades, and pavement rehabilitation through grinding and hot mix asphalt (HMA) overlay. Our services will include preliminary engineering and concept development, surveying, geotechnical services, environmental clearance, public outreach support, right of way support, final design, and design support during the bidding and construction phases.

TASK 1- PROJECT MANAGEMENT

CONSULTANT will endeavor to collaborate with CLIENT and the City at the start of the project to establish the standards and policies which will guide the project development. CONSULTANT will coordinate with project team, including providing monthly project status reports. We anticipate holding an initial kick-off meeting with the City to discuss the proposed project approach, potential design challenges, schedule, and deadlines. We assume up to nine (9) additional meetings with the City, Caltrans, and stakeholders are included, with the remainder of coordination through email and telephone calls. Meetings will be summarized with meeting notes, and we assume all meetings will be virtual format.

CONSULTANT will maintain a critical path method (CPM) project schedule, updating it at each Plans, Specifications, and Estimate (PS&E) submittal, and as requested by the City.

We assume the project management task to occur over nine (9) months and conclude with the submittal of the Final PS&E for advertisement. Project Management, coordination, and meetings during the construction phase are assumed to be included in Task 13 Bid and Construction Support below.

TASK 2- Surveys and Mapping

Task 2.1 – Survey and Mapping

Topographic Surveying and Mapping

CONSULTANT will utilize local jurisdiction approved horizontal and vertical control for the project based on NAD83 California State Plane Coordinates and NAVD88 vertical benchmarks.

CONSULTANT will perform a drone aerial survey of the project corridor. Hi-Resolution drone imagery will be ortho-rectified to fit the project control and mapping. The aerial survey will cover an approximately 200' wide strip of the full limits along Anderson Road from Radcliffe Drive to Amherst Drive. Imagery will show all visible features for design purposes such as curbs, striping, manholes and utilities in the paved roadway. As a means to augment the aerial survey and provide true pavement width, CONSULTANT will perform a topographic survey of all curbs and lip of gutter along the project alignment and map the location into the aerial based topographic survey. CONSULTANT will locate curb, lip of gutter and centerline of streets at 50' intervals including all angle points, curve points and change in direction. CONSULTANT will perform base mapping of topographic survey to include full planimetric mapping for insertion into the aerial based survey.

Deliverable: Aerial Base Files in AutoCAD Civil 3D, Ortho Image Files, Points Files, Mapped Curbs and Lips of Gutter

Boundary and Right of Way Surveys

CONSULTANT will attain current right of way maps, deeds, record of surveys, subdivision maps, parcel maps and other relevant mapping information along the project corridor to determine the right of way and adjacent parcel boundaries. A right of way and boundary base map will be prepared to assist with searching for monuments and right of way boundaries. GPS and conventional surveys will be performed to locate right of way monuments, pins and other boundary markers necessary to resolve and map the right of way and relevant adjoining parcels. An overall (LAND NET) base map will be prepared as the basis of the right of way and parcel boundaries that will include road and parcel information.

The boundaries and right of way map will be prepared from readily available record information. Title Reports are not expected to be needed as all work will be performed within the existing public improvements.

Deliverables:

- Right of Way and Boundary Base Map
- Maps, Deeds and other Boundary Documents

Staff Parking Topographic Surveying and Mapping

CONSULTANT will perform topographic surveying and mapping at the new school staff parking area at Cesar Chaves Elementary School. CONSULTANT will locate curbs, gutters, utilities, striping, crosswalks and other visible features within the parking area that lies westerly of Anderson Road.

CONSULTANT will perform base mapping of topographic surveys and map into the main aerial based topographic survey along Anderson Road.

Deliverable: Additional Topographic Mapping in AutoCAD Civil 3D, Ortho Image Files, Points Files

Plats and Legal Descriptions

CONSULTANT will prepare plats and legal descriptions for temporary construction easements (TCE) as needed. The exact location will be determined at the design phase. For this proposal, CONSULTANT will assume that seven (7) plats and legal descriptions will be necessary for TCE. CONSULTANT will prepare preliminary plats, legal descriptions and closure calculations for review. Upon approval, CONSULTANT will prepare final signed and stamped PDF plats and legal descriptions.

Deliverable: Plats, Legal Description and Closure Calculation for TCE. (7 Total)

Task 2.2 - Field Visits

CONSULTANT staff will perform up to two (2) field visits to support preliminary engineering and final design, geotechnical analysis, drainage analysis, determination and preparation of right-of-way information, and utility coordination.

TASK 3: CONCEPTUAL LAYOUTS

Task 3.1 Conceptual Layouts

CONSULTANT will update the concept developed by the City's previous consultant based on the constraints along the corridor and the topographic survey received in Task 2 above.. Through coordination with the City and Davis Joint Unified School District (DJUSD), CONSULTANT will develop one (1) design alternative for the corridor.. We anticipate any comments received on the corridor concept will be incorporated into the proposed improvements developed as the 30% design in Task 5 below.

Deliverables:

- One (1) corridor concept and concept level estimate

TASK 4: PRELIMINARY ENGINEERING STUDIES

Task 4.1 Traffic Study

CONSULTANT will provide traffic analysis services to evaluate the adequacy of the proposed roadway and signal modifications along Anderson Road.

Traffic Data Collection

CONSULTANT will complete a site visit of the immediate project vicinity and study facilities to observe existing operations and lane configurations, vehicle storage lengths, existing traffic control, speed limits, lane utilization, adjacent land uses, and other readily apparent features for the study facilities that are deemed by CONSULTANT to be relevant to the Scope of Services.

Up to two (2) weekday, AM and school-PM peak-period (4 hours total at each intersection) intersection turning movement counts (vehicles, pedestrians, and bicycles) will be obtained. These counts will be conducted on a typical weekday (Tuesday, Wednesday, or Thursday), when schools are in session and under

favorable weather conditions.

Traffic Volume Development

CONSULTANT will use existing traffic counts to develop AM and school-PM peak hour traffic volumes to be used as inputs to the traffic analysis model. Traffic volumes will be balanced throughout the network. Additionally, CONSULTANT will use existing pedestrian and bicycle counts to accurately reflect conditions within the AM and school-PM peak hour analysis. As the peak hours

include school drop-off and pickup times at Chavez Elementary School, assumptions will be made for parking dwell times based on the observed field data.

Traffic volumes for the project conditions will be developed using the existing traffic volumes. As the project is intended to be an upgrade of an adjacent existing educational facility and modified roadway facility within an established area with the same student capacity as existing, the number of peak-hour trips generated by the school are not anticipated to significantly differ from those of the existing conditions. The north-south pass-through vehicular traffic on Anderson Road is anticipated to differ slightly with the proposed lane reduction (i.e., reduction). Traffic volumes developed for the existing conditions may not be exactly representative of post-project conditions. As deemed appropriate by CONSULTANT, the north-south traffic flow may be adjusted manually based on understanding of the project area travel patterns using big data to account for the proposed lane reduction.

Intersection Levels of Service Analysis

A weekday AM and School-PM peak-hour local level of service (LOS) analysis will be completed at the signalized study intersections. This analysis will include LOS analysis for the following scenarios:

- A. Existing Conditions
- B. Existing plus Project Conditions

LOS will be determined for the time periods and analysis scenarios listed above. The analysis will include assessment of the modified signal phasing and timing plans for the study intersections that are proposed as part of the project improvements. Signal phasing and timing plans will be optimized considering the proposed lane configurations as well as pedestrian and bicyclist movements. LOS and vehicular delay for each scenario will be determined using methods defined in the Highway Capacity Manual, 6th Edition (Transportation Research Board, 2016), using appropriate traffic analysis software (Vissim) and City of Davis guidelines.

The LOS analysis will be completed for the following two (2) intersections:

- 1. Anderson Road/Villanova Drive
- 2. Anderson Road /Rutgers Drive

Off-Site Queuing Evaluation

CONSULTANT will evaluate AM and School-PM peak-hour vehicle queuing at the study intersections. Queuing will be approximated using the VISSIM computer software. 95th percentile vehicle queues will be compared against available vehicle storage lengths to determine if the queues are anticipated to exceed their available storage and adversely affect adjacent through travel lanes. This evaluation will be performed for the analysis scenarios identified above. The queuing evaluation will also consider the high levels of multimodal travel activity occurring along the school frontage due to the combination of school drop-offs and heavy volumes of bicyclists and buses traveling on Anderson Road towards and from the UC Davis campus. CONSULTANT will provide recommendations on the required storage and taper lengths for these pockets and removal of on-street parking necessary to accommodate the intersection configuration and bike lanes.

On-Site Transportation Review

In a manner consistent with the City's TIS Guidelines, CONSULTANT will complete an on-site transportation review consisting of the following topic areas:

- Traffic Accident Evaluation on Surrounding Network
- Adequacy of On-Site Parking, Pick-Up/Drop-Off Activities, and Throat Depth
- Adequacy of Site to Accommodate All Vehicle Types
- Adequacy of Sight Distance

- Pedestrian and Bicycle Circulation
- Need for Traffic Calming

Documentation

Efforts completed in the above traffic analysis tasks will be documented in technical memorandum format with graphics as deemed appropriate by CONSULTANT. We will prepare and submit electronic copies of the following deliverables to the project team:

- Draft – comprehensive traffic study for internal/Client review
- Final – incorporation of consolidated, non-conflicting comments on the Draft from the City

Task 4.2 Geotechnical Investigation and Design Services

The CONSULTANT Team will provide geotechnical investigation and design services. We anticipate the following scope of services:

- Perform a site reconnaissance to observe existing site conditions.
- Notify subscribing utility companies via Underground Service Alert (USA) a minimum of two working days (as required by law) prior to performing exploratory excavations at the site.
- Obtain an encroachment permit from the City of Davis (we assume the fee will be waived).
- Provide necessary traffic control measures during fieldwork. We assume that temporary lane closures with flagging will be required.
- Core through the existing pavement at up to six (6) locations and perform hand auger borings at each core to depths ranging from approximately 2

- to 3 feet, or refusal, if shallower.
- Measure the existing pavement section material thicknesses at each core location.
- Obtain representative subgrade soil samples from the borings.
- Upon completion, backfill and patch the cores in accordance with City of Davis encroachment permit requirements. If allowed by the City, we will patch the cores with rapid-set concrete.
- However, the City may require a more extensive repair consisting of a minimum 2'x2' square sawcut, removal of existing asphalt, and re-paving with new HMA. If this is required, additional fees will apply for this repair operation and additional traffic control. We have included this repair as an optional task with an approximate fee only. We should be allowed to revisit the cost estimate prior to the actual work being performed when City requirements for the patches are established.
- Perform laboratory tests to evaluate pertinent geotechnical parameters.
- Analyze the field and laboratory testing data and prepare a letter report with our conclusions and recommendations for pavement rehabilitation. Our letter report will include the following:
 - o Scope of work summary
 - o Site Plan showing locations of cores
 - o Description of subsurface conditions and existing pavement conditions
 - o Existing pavement structural section thicknesses at the core locations
 - o Laboratory test results
 - o Conclusions and recommendations

CONSULTANT will submit a draft report for design team review and will address any comments prior to finalizing the report.

TASK 5: PRELIMINARY DESIGN

Task 5.1 30% Concept Plan and Estimate

CONSULTANT will develop preliminary engineering 30% concept plans and engineer's opinion of probable construction cost for the selected alternative to be used in support of the right-of-away, utility

relocation and CEQA approvals. Developing project technical specifications are not included in this task.

We anticipate the following sheets will be developed at the

30% design level: Cover	1 sheet
Horizontal Control	1 sheet
Layouts	2 sheets
Intersection and Construction	
Details 4 sheets	Drainage and
Utility Plans	2 sheets
Temporary Water Pollution Control	2 sheets
Signing and Striping Plans	4 sheets
<u>Traffic Signal Plans</u>	<u>4 sheets</u>
Total	20 sheets

Deliverables:

- Preliminary Engineering (30% concept plans and OPCC)

TASK 6: ENVIRONMENTAL STUDIES

This environmental Scope of Services has been developed based on the following key assumption:

- A single project design alternative is assessed through environmental review.
- Supporting technical documents will be developed pursuant to both NEPA and CEQA guidelines as administered by the Caltrans and FHWA.

One project design alternative is assessed through environmental review

The CONSULTANT work program will be initiated with the kick-off meeting/discussion (Task 1) which will define the parameters of the analysis, scheduling and understanding of the project. To acquire relevant environmental data and background information, CONSULTANT will coordinate with appropriate CITY departments, use previous studies for the area and other available files, and rely on existing exhibits, maps and reference documents. Environmental issues that may require further detailed study or that may delay or affect the viability of the project will be documented.

6.1 Preliminary Environmental Study (PES) Form and Area of Potential Effects (APE) Map

Environmental issues that may require further detailed study will be documented in the PES for the CITY/Caltrans concurrence prior to the initiation of the technical study work program. CONSULTANT will draft a PES Form for the CITY review. As part of this task, CONSULTANT will draft the Area of Potential Effects (APE) map for both Archaeology and Historic Architecture. After CITY review, CONSULTANT will revise the PES Form and APE map and they will be submitted to Caltrans for review and approval from Caltrans Professionally Qualified Staff (PQS) approval. The APE map will provide the cultural resources boundaries for the Caltrans PQS-prepared Screened Undertaking, as discussed in Task 6.2, below.

CONSULTANT will attend one site visit with Caltrans and the CITY to review the area and take comments on the PES Form and APE map. CONSULTANT anticipates one round of additional

review to produce a Caltrans approved PES form, which will inform the scope of work for the required CEQA and NEPA compliance documentation.

6.2 Technical Work Study Program

As discussed above, CONSULTANT proposes to prepare technical studies in conformance with NEPA, pertinent FHWA regulations, Caltrans' Standard Environmental Reference (SER), and the CEQA.

Under CEQA and NEPA, it is anticipated that the Project would allow for environmental clearance to be a Categorical Exemption/Categorical Exclusion,

respectively. Should Caltrans require additional analysis on the affected resource categories below, CONSULTANT can provide this analysis under a separate scope of work and fee. It is anticipated that the resources below can be addressed within the context of the Categorical Exemption/Categorical Exclusion for construction purposes and would not require a technical study. Based upon our recent projects within Caltrans District 3, a review of the project as presented in the RFP, and 2021 Caltrans-approved PES Form to include the information required in the 2021 updated instructions manual, CONSULTANT anticipates that the following technical resources would be addressed by Caltrans staff or within the context of the resulting environmental document. Caltrans will make the final determination regarding the number of required technical studies during the review of the PES form. Required technical studies not included in this scope of work may be accommodated under an amended scope of services.

- Air quality can be addressed within the context of the Categorical Exemption/Categorical Exclusion for construction purposes and would not require a technical study. In addition, the project is exempt from air quality conformity based on 40 CFR 93.126, Table 2, which lists Bicycle and Pedestrian Facilities Projects and Pavement Resurfacing and/or Rehabilitation Projects, as exempt from the requirement that a conformity determination be made.
- Noise can be addressed within the context of the Categorical Exemption/Categorical Exclusion for construction purposes and would not require a technical study.
- For Cultural Resources, based on the nature of the project, CONSULTANT anticipates a Screened Undertaking, which would be prepared by Caltrans PQS.
- Biological resources can be addressed within the context of the Categorical Exemption/Categorical Exclusion for construction purposes and would not require a technical study.

Hazardous Materials

Base ISA Services

The ISA will be performed consistent with the procedures included in ASTM E1527-21, Standard Practice for Environmental Site Assessments: Phase I Environmental Assessment Process as well as Caltrans Project Development Procedures Manual Appendix DD – Preparation Guidelines for Initial Site Assessment Checklist for Hazardous Waste dated June 30, 2020. The purpose of the ISA is to assist the client in developing information to identify recognized environmental conditions (RECs - as defined below) in connection with the site as reflected by the scope of this proposal. The potential for vapor migration will be addressed as part of an ISA and will be considered by Terracon in valuation of RECs associated with the site. If modifications to the scope of services are required, please contact us to discuss proposal revisions.

REC Definition

Recognized environmental conditions are defined by ASTM E1527-21 as “(1) the presence of hazardous substances or petroleum products in, on, or at the subject property due to a release to the environment; (2) the likely presence of hazardous substances or petroleum products in, on, or at the subject property due to a release or likely release to the environment; or (3) the presence of hazardous substances or petroleum products in, on, or at the subject property under conditions that pose a material threat of a future release to the environment.” A de minimis condition is not a recognized environmental condition.

Emerging Contaminants: Per- and Polyfluoroalkyl Substances (PFAS)

There are emerging contaminants that are not identified as a CERCLA hazardous substance by U.S. EPA and therefore not included within the scope of E1527-21. One of these is a family of compounds known as per- and polyfluoroalkyl substances (PFAS) which are a significant contaminant of concern due to their mobility and longevity in the environment. PFAS have been used in many products, including fire-fighting foam, anti-stick coatings, stain and water-repellent coatings, electroplating, and paper products, among others. Consequently, while not considered a federal hazardous substance, the U.S. EPA has developed a hazardous awareness level for selected PFAS. Also, certain states have identified selected PFAS as state-level hazardous substances (or equivalent) and have established regulatory limits. It is permissible under E1527-21 to include an assessment of these substances as a non-Scope consideration, in the same manner as any other non-Scope consideration. If and when such emerging contaminants are defined to be hazardous substances under CERCLA, such substances will be evaluated within the scope of E1527-21. Accordingly, it is recommended the Client evaluate whether to include the assessment of PFAS as a Non-Scope consideration for this ISA.

Physical Setting

The physical setting for the site will be described based on a review of the applicable USGS topographic quadrangle map, USDA soil survey, and selected geologic reference information.

Historical Use Information

A review of historical resources, where reasonably ascertainable and readily available, will be conducted in an attempt to document obvious past land use of the site and adjoining properties back to 1940 or when the site was initially developed, whichever is earlier. The following minimum selected references will be obtained and reviewed for the site and adjoining properties, if available:

- Historical topographic maps
- Aerial photographs (approximate 10 to 15-year intervals)
- City directories (approximate 5-year intervals)
- Fire (Sanborn) insurance maps

The following additional historical resources will be reviewed for the site if determined by the Environmental Professional to be warranted, applicable and likely useful:

- Property tax file information
- Building department records
- Zoning records
- Prior environmental reports, permits and registrations; or geotechnical report, if provided
- by the client.
- Site title search information, if provided by client
- Environmental liens, if provided by client

Pursuant to ASTM E1527-21, the client should engage a title company or title professional to undertake a review of reasonably ascertainable recorded land title records (or judicial records where appropriate) for environmental liens and activity and use limitations currently recorded against or relating to the site. Note that for ASTM E1527-21, title search information reports shall review land title records for documents recorded between 1980 and the present. If the client is unable to provide land title records (or judicial records where appropriate), an abstract firm may be contracted by Terracon to perform a review of land title records (or judicial records where appropriate) for an additional fee.

Documentation of environmental liens and activity and use limitations, if recorded, will be provided in the land title records (or judicial records where appropriate). Note, however, unless specifically requested within three days of project commencement, Terracon will rely on the client to provide land title records (or judicial records where appropriate). If land title records (or judicial records where appropriate) are not provided for review in a timely manner, Terracon may conclude that the absence of records represents a data gap, which must be evaluated and documented in the final report.

The client and the current owner or their representative will be interviewed to provide information regarding past uses of the site and information pertaining to the use of hazardous substances and petroleum products on the site.

Additionally, a reasonable attempt will be made to interview past owners, operators, and occupants of the site to the extent that they are identified within the scope of the ESA and are likely to have material information that is not duplicative of information already obtained through the assessment process.

Regulatory Records Review

Consistent with ASTM E1527-21, federal, state, and tribal databases, where applicable and within ASTM-defined minimum search distances from the nearest property boundary, will be reviewed for indications of RECs. A database firm will be subcontracted to access governmental records used in this portion of the assessment. Additional federal, state, and local databases may be reviewed if provided by the database firm. Determining the location of unmapped facilities is

beyond the scope of this assessment.

In addition to the database review and if customary practice for the site location, an attempt will be made to review reasonably ascertainable and useful local lists or records such as Brownfield sites, landfill/solid waste disposal sites, registered storage tanks, land records, emergency release reports, and contaminated public wells. A reasonable attempt will also be made to interview at least one staff member of any one of the following types of local government agencies: fire department, health agency, planning department, building department, or environmental department. As an alternative, a written request for information may be submitted to the local agencies.

The scope of work proposed herein includes up to two hours of regulatory agency file and/or records review, including client-provided reports and files per site. If the results of this initial review appear to warrant a more extensive review of applicable regulatory agency files and/or records, a cost estimate will be provided to the client for pre-approval. Review of regulatory files and/or records, when authorized, will be for the purpose of identifying RECs. Please note that all requested files may not be available from regulatory agencies within the client's requested project schedule.

Site and Adjoining/Surrounding Property Reconnaissance

A site reconnaissance will be conducted to identify RECs. The reconnaissance will consist of visual observations of the site from the site boundaries and selected interior portions of the site. The site reconnaissance will include, where applicable, an interview with site personnel who the client has identified as having knowledge of the uses and physical characteristics of the site. Pertinent observations from the site reconnaissance will be documented including:

- Site description
- General site operations
- Features, activities, uses, and conditions of the site relevant to identifying RECs

The adjoining property reconnaissance will consist of visual observations of the adjoining/surrounding properties from the site boundaries and accessible public rights-of-way.

Report Preparation

A draft report will be submitted that presents the results of this assessment, based upon the scope of services and limitations described herein.

Recommendations will be developed as part of the ISA scope of services if RECs are identified. Client comments will be considered prior to submittal of the final report. A PDF-formatted copy of the final report will be signed by an environmental professional responsible for the ISA, and the report will contain an environmental professional statement as required by 40 CFR 312.21(d). Prior to

final report issuance, the client may request paper copies at a charge of \$75.00 per report copy.

Additional Services Not Included

The following services, although not specifically required by ASTM E1527-21, may also be performed concurrently with ISA and may be beneficial for the evaluation of environmental conditions and/or an evaluation of specific business environmental risks at the site. At your direction, these services have not been included as part of the scope of services for the ISA. Please note that this list is not all-inclusive. If you seek additional services, please contact us for a supplemental proposal and cost estimate.

- Visual Observations for Suspect Asbestos
- Limited Asbestos Sampling
- Asbestos Survey (prior to renovation/demolition)
- Visual Observations for Mold
- Radon Records Review
- Short-Term Radon Testing
- Visual Observations for Suspect Lead-Based Paint
- Limited Lead-Based Paint Sampling
- Lead in Drinking Water Records Review
- Limited Lead in Drinking Water Sampling
- Wetland Records Review
- Threatened/Endangered Species Records Review
- Historic Properties/Archaeological Resources Review
- ASTM E 2600-15 Vapor Encroachment Screen

If the sites are intended for future development, Terracon can also provide proposals for geotechnical investigations, geologic hazards (like growth faulting), construction materials testing, construction draw reviews and scope and budget review services.

Limited Site Investigations

Based on the findings of the ISA, a Limited Site Investigation (LSI) may be recommended to assess for subsurface impacts within the proposed development areas. The scope of the LSI may be finalized once the ISA are completed. For the purposes of this proposal, Terracon assumes the following site concerns may be identified:

- Aerially deposited lead (ADL)
- Orchards
- Potential releases associated with industrial operations, including but not limited to: fueling stations, dry cleaners, petroleum pipelines, metal plating, and manufacturing operations with documented solvent and/or other hazardous materials use.

This scope of work assumes up to three hand auger soil samples. The ultimate locations of the samples will be done in consultation with Caltrans staff based on the proposed project design, existing conditions in the field, and professional judgment. Laboratory soil analysis will be conducted based on the chemical

types and professional judgement of the qualified environmental professional conducting the soil sampling.

6.2 CEQA and NEPA Compliance

CEQA Compliance

CONSULTANT will prepare a Notice of Exemption (NOE) form and memo for pedestrian improvements and guardrail replacements proposed at all project locations within the project area. The CITY will be the lead agency for the NOE and Caltrans is a responsible agency. The form and memo will be provided to the CITY for review. This scope includes one round of revisions on the NOE form and memo. CONSULTANT will coordinate with the CITY to file the NOE with State Clearinghouse.

NEPA Compliance

This scope of work assumes Caltrans will prepare a NEPA Categorical Exclusion, and any supporting technical memorandum in support the NEPA document, pursuant to Section 23 USC 326, 23 CFR 771 activity (c)(8). Should Caltrans identify the need to prepare the more time-consuming Environmental Assessment, a separate scope and fee will be provided to the CITY.

6.3 Environmental Meetings and Coordination

CONSULTANT will provide project management oversight of team's activity and coordinate with the CITY throughout the project's duration. The CONSULTANT Project management and task leads will supervise, coordinate, and monitor the planning and design of the Project for conformance with standards and policies established between the CITY and CONSULTANT at the beginning of the project.

CONSULTANT will attend a kick-off meeting and one (1) additional review meeting with CITY staff. The goal of the kick-off meeting is to finalize the project schedule and establish a plan for a successful project. No public meeting or hearings are included in this scope.

Deliverables:

- One (1) Draft PDF copy of the PES and APE for City/Caltrans review
- One (1) Final PDF copy of the PES and APE for City/Caltrans review and approval
- One (1) PDF copy of the Draft CE for Caltrans review and approval
- One (1) PDF copy of the Draft NOE for City review and approval

TASK 7: PUBLIC OUTREACH SUPPORT

Task 7.1 Public Outreach Support

CONSULTANT will provide exhibits of the proposed project improvements in support of the City's public outreach plan. We anticipate attending up to three (3) outreach meetings: one (1) community outreach meeting, one (1) presentation to the Bicycling, Transportation, and Street Safety Commission (BTSSC), and one (1) presentation to City Council. We anticipate preparing

one (1) PowerPoint presentation that will be used for both the BTSSC and City Council presentations.

Task 7.2 Concept Visualization

As part of the public outreach support to the City, CONSULTANT will develop 3D Vissim videos for the Existing plus Project conditions in order to communicate conditions and potential improvements along the Anderson Road corridor. The 3D Video will reflect conditions developed in the Existing plus Project model developed in Task 4. The model will highlight potential vehicle, pedestrian, and bicycle improvements from the improved facilities. Videos will include school drop-off or pick-up periods and include the operation of the new facilities. We will prepare and submit electronic copies of the following deliverables to the project team:

- Draft – two 3D videos demonstrating traffic operations for Existing plus Project conditions
- Final – incorporation of consolidated, non-conflicting comments on the Draft from the City

TASK 8: UTILITY COORDINATION

Task 8.1 Data Collection and Initial Utility Coordination

CONSULTANT will coordinate with utility owners and request record facility maps. Information received from utility owners, along with the above ground utility information received from the topographic survey, will be compiled and included in our design base files.

CONSULTANT will review record plans received from utilities and analyze utility data captured by the topographic surveys to identify high priority facilities as defined by Caltrans. We will create utility impacts exhibits, which identify areas of potential utility conflict or high priority facilities. We will work with identified utility companies and with the City to determine a strategy for dealing with utility conflicts, including adjustments, relocations, and protection in place. In addition to conflict resolution, CONSULTANT will request the utility owner provide cost liability determination to assist with the preparation of relocation agreements, if required.

We anticipate preparing the following utility documentation according to Caltrans LAPM: Notice to Owner, Report of Investigation, Utility Policy Certification, and Utility Agreements (as required).

Depending on the existing facilities within the project area, potholing may be required to determine exact locations of crossing utility conflicts or high priority facilities. Due to the uncertainty of the need for potholing, we have included an assumed budget. However, a final budget and scope of potholing services will be required once potential utility conflicts have been identified. CONSULTANT will coordinate with the City and Client on the final scope and budget prior to

commencing potholing services.

Task 9 Right of Way Planning and Stakeholder Coordination

CONSULTANT will prepare the project Right of Way Certification in accordance with the Caltrans LAPM documentation. We assume no new right of way will be required for the project. In order to

facilitate construction activities, Temporary Construction Easements (TCE) may be required at several locations. CONSULTANT team will prepare the plat and legal descriptions needed for up to seven (7) TCEs. Appraisal and right of way negotiation in support of potential TCEs is not included in this scope of services but could be provided for additional scope and fee.

TASK 10: DESIGN

Task 10.1 Prepare 60% Plans and Estimate

Based on comments received on the 30% design and plans, the 60% design package will be developed. We anticipate the plans will include limited details and vertical design information at this level.

We assume technical specifications and bid item measurement and payment clauses will be prepared and will follow City of Davis and Caltrans 2022 Standards.

We assume drainage improvements will be limited to modification of existing inlets, stormwater treatment facilities are not required, and drainage analysis or underground infrastructure design is included in this scope of services.

We assume traffic handling and stage construction plans will be provided by the selected contractor for City approval and are therefore not included in this scope of services.

We assume landscaping and irrigation plans will be prepared by others (if requested by the City) and are therefore not included in this scope of services.

Deliverables:

- 60% Plans (PDF)
- 60% Technical Specifications and Measurement/Payment Clauses (PDF)
- 60% Engineer's Opinion of Probable Construction Cost (OPCC) (PDF)

Task 10.2 Prepare 90% Plans, Specifications & Estimate (PS&E)

Based on one set of non-conflicting City review comments with only minor changes to the plans and design, CONSULTANT will advance the design and plans to the 90% design level. Significant design or plan changes will be considered additional scope and can be performed for additional fee.

Street lighting analysis and design is not included in this scope of services, but

can be provided for additional scope and fee. If authorized by the City, we can perform a street lighting analysis to determine appropriate lighting levels and locations of proposed and existing street lighting.

We assume the project technical specifications will be revised based on comments received from the City.

Deliverables:

- 90% Plans (PDF)
- 90% Engineer's Opinion of Probable Construction Cost (OPCC) (PDF)
- 90% Technical Specifications (PDF)
- Responses to City's review comments on 30% submittal with return markups

Task 10.3 Prepare 100% PS&E

Based on one set of non-conflicting City review comments with only minor changes to the plans, CONSULTANT will advance the design and plans to the 100% design level. Significant design or plan changes will be considered additional scope and can be performed for additional fee.

Deliverables:

- 100% Plans (PDF)
- 100% Specifications (PDF)
- 100% OPCC (PDF)

Responses to City's review comments on 95% submittal with return markups

Task 10.4 Prepare Final PS&E

Based on one set of non-conflicting City review comments with only minor changes to the plans, CONSULTANT will advance the design and plans to the 100% design level. Significant design or plan changes will be considered additional scope and can be performed for additional fee.

Deliverables:

- Final/Signed Plans (PDF and AutoCAD)
- Final/Signed Specifications (PDF and Microsoft Word)
- Final OPCC (PDF and Microsoft Excel)
- Responses to City's review comments on 100% submittal with return markups

TASK 11: COORDINATION WITH ADJACENT PROPERTIES

CONSULTANT will work with the City to determine the most appropriate approach for coordinating with adjacent property owners and will conduct specific meetings with impacted owners to discuss potential impacts by the project. We anticipate up to ten (10) property owner meetings.

We assume appraisal and negotiations relating to compensation or right of way impacts are not included in this scope of services.

TASK 12: CONSTRUCTION PHASE AUTHORIZATION

Once Caltrans has provided the ROW certification per LAPM, CONSULTANT will support the City in preparation of a PS&E certification request forms and relevant portions of the Local Assistance Program Guidelines (LAPG). One set of forms will be prepared for review by the City prior to submittal to Caltrans. These forms will be included with the signed NEPA clearance and ROW certification to Caltrans to submit the Request For Authorization (RFA). One round of comments from Caltrans will be addressed to submit a final RFA package to Caltrans.

We anticipate helping to prepare the RFA to Proceed with Construction, NEPA documentation, DBE Contract Goal for construction, Right of Way Certification, PS&E Certification, and the Contract Administration Checklist.

TASK 13: BID AND CONSTRUCTION SUPPORT

Task 13.1 Bidding Support

CONSULTANT team will provide limited support to the City during the bidding phase by attending one

(1) pre-bid meeting and reviewing and responding to bidders' questions and RFIs. Our scope includes up to ten (10) hours for bidding support.

We assume the bidding support task to occur over two (2) months.

Task 13.2 Design Support During Construction (DSDC)

CONSULTANT team will coordinate with and provide limited support to the City during construction. We assume this task to occur over seven (7) months. The following list of services may be provided as requested by the City, but our scope includes providing up to 30 hours of support and may not include all services below. Effort beyond the assumed scope can be provided for additional scope and fee.

Project Management and Coordination. CONSULTANT will provide management and coordination of CONSULTANT and subconsultant staff, including management and review of Consultant team contract and deliverables. We assume coordination with the City will occur through email and teleconference, in addition to the meetings identified below.

Pre-Construction Meeting. Attend the pre-construction meeting (up to two CONSULTANT staff). We assume meeting to be conducted in person at the City of Marina offices or other location to be determined.

Visits to Site. CONSULTANT will make visits as directed by Client. Such site visits will not be exhaustive or extend to every aspect of Contractor's work.

CONSULTANT will not supervise, direct, or have control over Contractor's work, nor shall CONSULTANT have authority to stop the Work or have responsibility for the means, methods, techniques, equipment choice and usage, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for any failure of Contractor to comply with any laws. CONSULTANT does not guarantee the performance of any Contractor and has no responsibility for Contractor's failure to perform its work in accordance with the Contract Documents.

Clarifications and Interpretations. CONSULTANT will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents. Any orders authorizing variations from the Contract Documents will be made by Client.

Shop Drawings and Samples. CONSULTANT will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs.

Substantial Completion. CONSULTANT will, after notice from Contractor that it considers the Work ready for its intended use, in company with Client and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list.

Final Notice of Acceptability of the Work. CONSULTANT will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list. CONSULTANT shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of CONSULTANT's knowledge, information, and belief based on the extent of its services and based upon information provided to CONSULTANT.

Limitation of Responsibilities. CONSULTANT shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the work. CONSULTANT shall not have the authority or responsibility to stop the work of any Contractor.

We assume this scope includes limited, on-call geotechnical support as needed during construction. The tasks may include review and response to contractor's

submittals and Request for Information (RFIs), interaction with the design team and contractor or providing site visits, if requested. We assume the City's own staff or a CM firm will handle standard construction management and any required testing. A Resident Engineer (RE) representing the City will oversee the construction. The regular earthwork observation and compaction testing are not in the scope of work.

Task 14 PREPARE RECORD DRAWINGS

Based on redline markups of the construction contract drawings provided by the Contractor and resident engineer, CONSULTANT will prepare record drawings that reflect the actual improvements constructed in the field. The accuracy of the record drawings will be limited by the accuracy and completeness of the redlines provided to CONSULTANT. We have assumed a total of ten (10) hours for this task. An electronic PDF of the record drawings will be provided to the City.

SERVICES NOT INCLUDED

Any other services, including but not limited to the following, are not included in this Agreement:

- Right-of-way appraisals or negotiations
- Landscape and irrigation design development
- Utility relocation design (beyond vertical lid adjustment)
- Pavement patching using HMA

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates.

PROVIDED BY CLIENT

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives

C. Consultants:

- As need to provide scope of services noted above

D. Proposed Schedule INFORMATION:

- See Attachment

E. Estimate of Construction for City review:

- 20% Schematic Design
- 60% and 90% Construction Documentation

F. Fee Proposal:

The Architect agrees to perform professional services provided by this Agreement and any agreed upon scope of work and the Client agrees to pay the Architect for such services compensation in the amount determined by the Architect's Fee Schedule "Y" (attached) as

applied to personnel hours of Architect's staff and his consultant engineers and such Reimbursable Expenses as noted on the Schedule with a not to exceed amount of 595,000.

G. City Responsibilities: City to provide the following:

- Legal review of documents (if desired)
- Project representative for coordination
- Project Inspector (if desired)

H. Contract Form: We are prepared to sign the City agreement with changes requested. If acceptable, please sign below to authorize us to proceed pending execution of agreement.

Please let us know if you have any questions or comments. Thank you for this opportunity to serve the City of Davis.

Sincerely,



Timothy R. DeWitt
Principal Architect

c:\users\td\desktop\anderson road improvement proposal 5-1-2023.docx

Enclosures: City of Davis Project Description and Background
Proposed Schedule and time per task estimate
Architect's Fee Schedule "Y"

pc: Teri Jamison, RGA + HMC Architects

Authorization to Proceed: Proposal above is accepted, and architect is authorized to proceed with project work. Executed agreement to follow.

City Approval

Date