



Staff Report

Date: May 10, 2016

To: City Council

From: Valerie Barone, City Manager

Reviewed by: Victoria Walker, Director of Community and Economic Development

Prepared by: Mark Migliore, Associate Civil Engineer
mark.migliore@cityofconcord.org
925 671-3422

Subject: **Award of two contracts for the Concord Various Streets Preservation Project, Project No. 2292: (1) a construction contract in the amount of \$852,613 to Granite Construction of Santa Clara; and (2) a professional services agreement with Swinerton Management and Consulting of Concord in the amount of \$91,880 for construction management services and \$30,000 for materials testing services (for a total contract amount of \$121,880); and authorize the City Manager to execute the agreements (Funded by OBAG Grant and Measure J)**

Report in Brief

The Concord Various Streets project (Project No. 2292) includes roadway improvements for two major collector streets: Concord Boulevard between Sixth Street and Port Chicago Highway; and Arnold Industrial Way between Port Chicago Highway and Pike Lane. The project also includes associated traffic signal loop replacement, signage, as well as buffered bike lanes on Arnold Industrial Way.

Granite Construction was the low bidder for the construction contract. The project bid documents included a base bid (Concord Boulevard, between Port Chicago Hwy. and Sixth Street) and two additive bid alternates (Alternative Bid B: Arnold Industrial Way, between Pike Lane and approximately halfway to Port Chicago Hwy. Alternative Bid C: Arnold Industrial Way, between Port Chicago Hwy. and approximately halfway to Pike Lane). The available project funds are insufficient to cover the costs of all of the

designed improvements, construction management services, materials testing and also provide an appropriate project contingency.

Consequently, staff recommends that a construction contract award of \$852,613 be issued to Granite Construction to construct the Base Bid (Concord Boulevard, between Port Chicago Hwy. and Sixth Street) and Bid Alternate C (Arnold Industrial Way, between Port Chicago Hwy. and approximately halfway to Pike Lane). Bid Alternative C is recommended over Bid Alternative B because the roadway is in worse condition and is the direct access from the County Connection corporation yard to Port Chicago Highway. The remainder of Arnold Industrial Way (Bid Alternative B) can be considered for rehabilitation at a future date, or Council could choose to add funding to this project, as discussed later in the report.

In addition, management of this construction project requires support from a construction management firm. Through a Request for Proposal process, staff selected Swinerton Management and Consulting to provide construction management (CM) and inspection services for a contract amount of \$91,880. Additionally, Swinerton will be responsible for required materials testing for the project; as a result, an additional \$30,000 was incorporated into their agreement. The total proposed contract amount with Swinerton is \$121,880.

Staff applied for and has received notice of award for CalRecycle grant funding for use of rubberized asphalt as part of this project. The actual amount of the grant is based on the amount of this material used in the project and is projected to be approximately \$13,500.

This item was brought to City Council for consideration on April 26, 2016, and was continued to May 10, 2016. This report includes responses to questions raised during the April 26, 2016 meeting. One of the questions raised by Council was the possibility of incorporating construction of Bid Alternate B into the project. There is information on this option in the Question/Responses section of the report. Additionally, staff provided an alternative recommended action for Council in the section below, should Council desire to pursue this approach.

If approved, project construction is anticipated to begin in mid-June 2016 and complete in late August 2016.

Recommended Action

Staff recommends that the City Council take the following actions:

- 1) Award a Construction Contract in the amount of \$852,613, for the Base Bid and Bid Alternate C only, to Granite Construction; authorize staff to utilize the available project contingency for contract change orders up to 10% of the contract amount; and accept and appropriate CalRecycle grant funding into the project budget and authorize the City Manager to execute the agreement; and

- 2) Approve a Professional Services Agreement with Swinerton Management and Consulting of Concord in the total not-to-exceed amount of \$121,880 (\$91,880 for construction management and \$30,000 for materials testing) for construction management, construction inspection, and material testing services, and authorize the City Manager to execute the agreement.

Alternatively, if the Council desires to fund Bid Alternate B concurrent with this project, staff recommends that the City Council take the actions below rather than the actions above.

- 1) Award a Construction Contract in the amount of \$1,105,789, for the Base Bid and Bid Alternate B and C, to Granite Construction and direct staff to modify the attached contract as necessary; authorize staff to utilize the available project contingency for contract change orders up to 10% of the contract amount; and accept and appropriate CalRecycle grant funding into the project budget and authorize the City Manager to execute the agreement; and
- 2) Approve a Professional Services Agreement with Swinerton Management and Consulting of Concord in the total not-to-exceed amount of \$140,550 (\$103,050 for construction management and \$37,500 for materials testing) for construction management, construction inspection, and material testing services, direct staff to modify the attached contract as necessary, and authorize the City Manager to execute the agreement.
- 3) Transfer \$310,000 of unallocated Measure Q – Lease Revenue Finance Agreement Funds from the Pavement Maintenance Annual Program – Holding Account (Project No. 2157) to the Concord Various Streets Preservation Project (Project No. 2292).

Background

The City Council approved the Concord Various Streets Preservation Project (Project No. 2292) as part of the FY 2014-15 Capital Improvement Program. This project consists of pavement rehabilitation on Concord Blvd. (Port Chicago Hwy. to Sixth Street) and Arnold Industrial Way (Port Chicago Hwy. to Pike Lane). A One Bay Area Grant (OBAG) grant in the amount of \$757,000 was secured through the Metropolitan Transportation Commission (MTC) to assist in funding this project.

The scope includes the following for the Concord Blvd. (Base Bid) portion of the work: cold planing the top 2-1/2 inches of the roadway surface, conducting base repairs, placing a layer of hot-mix asphalt followed by a surface course of rubberized asphalt. The additive bid work (Additive Bid B) on Arnold Industrial Way between Pike Lane and approximately halfway to Port Chicago Highway is similar to the work on Concord Blvd.; and the easterly portion of Arnold Industrial Way between Port Chicago Hwy. and approximately halfway to Pike Lane (Additive Bid C) was designed to reconstruct the entire structural section of the roadway using the Full Depth Reclamation (FDR) process. This process recycles the existing asphalt roadway, mixes it with a stabilizing

agent and water; and compacts it to produce the base for a new asphalt surface. By recycling the majority of the existing roadway materials, there will be a significant reduction in the number of truck trips as well as less time in hauling away old material and bringing new material in for the new roadway. The project scope on both streets also includes striping and marking, as well as replacement of traffic signal loops. See Attachments 1 and 2 for location maps.

In order to engage the community early on in the design process, City staff held a public meeting to solicit input that was considered in the project design. Originally, the project included the installation of “sharrow” markings on Concord Blvd. Based on community feedback and concerns regarding the shared markings on a roadway with speeds in excess of 35 miles per hour, the markings were eliminated and replaced with “Share the Road” signage. Lane drops (reduction in the number of traffic lanes) were also suggested along this stretch of Concord Boulevard, but were not incorporated due to concerns regarding shoulder widths, traffic volumes and the need for additional traffic and environmental studies and clearance that would be required to reduce the number of lanes.

The input received regarding Arnold Industrial Way included the suggestion of installing buffered bike lanes, and bicycle detection, both of which were incorporated into the project design. Other miscellaneous striping changes on both sections of road were modified to increase safety and awareness of bicycle riders.

The use of Federal funds in this project requires that the City establish Disadvantaged Business Enterprise (DBE) goals for the project based on the anticipated work activities and availability of DBE contractors for such work. The DBE goal for construction of this project is 8% of contract costs and the goal for the professional services related to construction management and inspection of the project is 7% of contracted costs.

Analysis

Construction Contract: The bid opening for Project No. 2292 was held on February 10, 2016. Five (5) bids were received, ranging from \$1,105,789 to \$1,273,804.40 for the Total Bid as shown on the Bid Results (Attachment 3). The Engineer’s estimate for the Total bid (including both additives) was \$1,451,412 (this was greater than the available funds for the project). Granite Construction (Granite) was the low bidder and submitted a responsible and responsive bid in the total amount of \$1,105,789.

Staff completed its analysis of Granite’s bid, determining that Granite possesses an appropriate and valid contractor’s license; is not on any debarred list. Granite as well as all their subcontractors are registered with the Department of Industrial Relations as required by SB 854; have satisfactory references, and are experienced in the construction of similar projects. Additionally, as required by Caltrans procedures, Granite’s Disadvantaged Business Enterprise (DBE) subcontractor commitment of 8% meets the contract goal. Staff contacted Granite to obtain confirmation of their bid

amount. Granite confirmed that they are comfortable with their bid and ready to perform the work as bid.

The award of a construction contract alone for the total bid (not including construction management, soils testing, contingency, etc.) would require additional funding of approximately \$253,000. Therefore, while staff considers Granite's bid to be reasonable, due to limited funding availability, staff is recommending award of the Base Bid and Additive Bid C only in the amount of \$852,613. Additive Bid C addresses the more deteriorated portion of Arnold Industrial Way and there are sufficient funds to cover both the base bid and this additive item. There is more information provided under the Question/Response section of this report on the possibility of Council funding the entire project at this time.

Professional Services Agreement for Construction Management (CM): During the construction bid period, the City advertised for Construction Management (CM) Services. In response to the Request for Proposals, seven firms submitted quality proposals. Five of these consultants were chosen to complete oral interviews. Based on both their superior proposal and their interview, Swinerton Management and Consulting (Swinerton) was selected by staff as the top candidate. Swinerton has extensive demonstrated experience with this type of construction. Staff negotiated an agreement in the amount of \$91,880 with Swinerton for construction management services. This cost is approximately 10.7% of the total construction cost of \$852,913 which falls within a reasonable range for this type of work, especially given the additional administrative burden of complying with federal requirements due to the federal funding in the project. Additionally, the City negotiated to incorporate materials testing and reporting responsibilities into the contract with Swinerton; this is not a traditional component of a CM contract but provides project management efficiencies. The additional cost for these services is \$30,000 and it has been folded into the total contract costs. Swinerton will use Applied Materials and Engineering, a DBE firm, as their Materials Testing subconsultant, allowing Swinerton to meet the DBE goal for their Agreement of 7%.

Staff checked several references for similar projects that Swinerton has performed recently. Swinerton has also satisfactorily provided services to Concord for the recently completed Farm Bureau Road Improvements (Project No. 2251) and the FY14-15 Pavement Maintenance project (Project No. 2329).

CalRecycle Grant

Engineering staff applied for a Rubberized Asphalt Pavement Grant in December 2015 from the Department of Resources Recycling and Recovery (CalRecycle). This grant program promotes markets for the recycled content surfacing products derived from waste rubber tires generated in California and decreases the adverse environmental impacts created by the unlawful disposal of these tires. Rubberized Asphalt Concrete is a proven road paving material that has been used in California since the 1970's and has been used successfully on several Concord streets, including Whitman Road, Concord

Blvd and Port Chicago Hwy. It is made by blending ground tire rubber with hot asphalt binder and then mixed with conventional aggregate.

This project currently calls for the use of approximately 1,100 tons of rubberized asphalt on the Concord Blvd. portion of the work, and approximately 250 tons on the Arnold Industrial Way portion. Staff received notice in early March that the City was successful in obtaining this grant for this project (along with four other Concord paving projects). The grant will reimburse the City at a rate of \$10 per ton for each ton of rubberized asphalt that is used on the project following the execution of the grant agreement and issuance of the Notice to Proceed from CalRecycle. Previous Council action authorizes the City Engineer to execute CalRecycle grants. No local match to this grant is required. Staff recommends that the City Council accept and appropriate the CalRecycle grant funds (approximately \$13,500) to the project.

The current project schedule estimates construction commencing in mid-June 2016, with substantial completion anticipated in late August 2016. Staff will work with the contractor to provide advanced construction notice to all residents and businesses in the affected areas. Staff will also work closely with County Connection regarding the schedule for work on the Arnold Industrial Way portion of the project to minimize impact to their operations and employees.

Questions/Responses

At the April 26, 2016 meeting on this item a number of questions were posed. The item was continued to provide time for staff to respond to the questions. The questions/responses have been broken down into three categories: (1) General Project Description; (2) Construction Contract; (3) Construction Management

General Project Description

What is the proposed treatment for each street segment?

The rehabilitation of Concord Boulevard (Base Bid) includes grinding to remove the top 2-1/2 inches of the roadway surface, conducting base repairs, placing a layer of hot-mix asphalt followed by a surface course of rubberized asphalt.

The rehabilitation of Arnold Industrial Way from Port Chicago Highway to approximately half-way to Pike Lane (Bid Alternate C) includes the removal of the top 3 inches of the roadway surface, conducting full-depth reclamation and stabilization of 10 inches of asphalt and base material, followed by placing a layer of hot-mix asphalt, followed by a surface course of rubberized asphalt.

The rehabilitation of Arnold Industrial Way from Pike Lane to approximately half-way to Port Chicago Highway (Bid Alternate B) includes the grinding of the top 3 inches of the roadway surface, conducting base repairs, placing a layer of hot-mix asphalt, followed by a surface course of rubberized asphalt. Additionally, a portion of this segment

(approximately 300 feet on the north side of the street) would be treated similarly to Bid Alternate C. At this time, there are insufficient funds in the project budget to include construction of Bid Alternate B.

What are the benefits of using rubberized asphalt?

In addition to beneficially re-using scrap tires and keeping them from landfills, rubberized asphalt has been known to reduce reflective cracking through the pavement, increase pavement life and decrease noise levels.

Construction Contract

How long will project construction last?

The construction contract provided 40 working days for the base bid schedule, 10 additional working days for either additive bid, and 5 additional working days (55 total) if all schedules were awarded. This time may be extended due to weather or other delays. With the two bid schedules recommended for award, the duration of the construction would be 50 working days or approximately 2-1/2 months for substantial completion of the project.

How much funding is required to award the entire project (Base Bid and both Additive Alternatives B and C), and is that funding available?

The complete project includes the base bid (Concord Boulevard between Port Chicago Hwy. and Sixth Street) and two additive bid alternates (Bid Alternate B: Arnold Industrial Way, between Pike Lane and approximately halfway to Port Chicago Hwy; and Bid Alternate C: Arnold Industrial Way, between Port Chicago Hwy. and approximately halfway to Pike Lane). As noted earlier in the report, the existing project funding will allow award of both the base bid and Bid Alternate C, but not Bid Alternate B. Approximately \$310,000 in additional funding would be required to award Bid Alternate B as part of the project. This includes an additional \$253,176 for the construction contract with Granite, \$25,000 for project contingencies, \$13,154 for additional City engineering staff time; and \$11,170 for additional construction management services from Swinerton and \$7,500 for additional materials testing.

There is a financial advantage to funding Bid Alternate B concurrent with this project because it would almost certainly be less expensive than funding it as a standalone project in the future. Should Council desire to fund the project such that it includes Bid Alternative B, staff recommends that Council approve the transfer of unallocated Measure Q – Lease Revenue Finance Agreement Funds from the Pavement Maintenance Annual Program – Holding Account (Project No. 2157). Approximately \$2,000,000 of these funds are reserved in the Council-approved lease-revenue expenditure plan for use as local match for potential grant opportunities. Using \$310,000 of the \$2,000,000 would reduce the available local match funding. Staff has

provided language the Council may use to make a motion that fully funds this project under the Alternatives Section of the report.

Construction Management

Why is staff recommending the use of a Construction Management firm on this project?

Construction projects require a tremendous amount of day-to-day oversight, management, and reporting while they are under construction to assure that grant requirements are met; all construction complies with the approved engineered plans and City, State and Federal standards; to communicate with the impacted public and to organize the work to minimize disruptions to the public and the efficient delivery of the project; to create the legal record of the project for the City. In order to perform this work, the City of Concord relies on professional construction management firms for most construction projects. The advantages of doing so include being able to have appropriate trained staff providing oversight for each aspect of the project and being able to expand and contract the amount of human resources available to support the City's capital improvement program without having to hire and layoff City employees with the ebb and flow of projects and construction schedules. Annually, as part of budget preparation, the City Engineer and Human Resources Director evaluate whether adding staff would facilitate either less expensive delivery of projects and/or improved service levels in the delivery of capital projects.

What should construction management services cost and how are firms selected?

The cost of construction management services vary depending upon the size of the project, the services rendered through the contract, and the economic climate (level of competition for these services). Construction management services are often evaluated based on their costs compared to the construction costs for a project. Federal and State grants traditionally allow for construction management services to represent between 6% to 15% of the construction contract cost. In Concord and most cities, the City Engineer uses 10% as a rule of thumb; however, actual costs are expected to vary based on the factors described above. Complex projects, particularly those with added documentation requirements, such as Federal-aid projects, require additional effort and will cost more than simpler projects; requests for additional services will also increase costs.

When selecting a construction management firm, state law requires that the firm be selected based on qualifications (this is in contrast to construction contracts, which must be awarded to the lowest responsive and responsible bidder). Once a top-ranked firm is selected based on qualifications, staff must negotiate the cost of services. Doing so requires a full review of project scope, knowledge of the current market for the desired services, and evaluation of manpower needs and costs.

What additional services have been requested from the Construction Management firm for this project?

To reduce the administrative burden on City staff, the City, in its request for proposals, asked proposing construction management firms to include the cost of materials testing services. Additionally, this project involves federal funds so there are additional construction management services required including monitoring for labor and DBE compliance, additional documentation to meet federal reporting requirements, and the need to coordinate with Caltrans. These additional responsibilities exist because of the federal dollars in the project.

What are the responsibilities of each position assigned by Swinerton to support this project as part of the proposed contract?

Swinerton's proposal estimates the need for 670 staff-hours for this project. The hours are performed by four different staff members; however, the majority of time spent on the project will be by the Senior Inspector and the Resident Engineer. More detail on the various roles is provided below:

- Senior Inspector – provides daily on-site inspection, maintains daily inspection reports/logs/photo documentation, monitors conformance of the work with the plans and specifications, coordination of sampling, testing, and special inspection services and other quality control requirements, measures installed quantities for payment, monitors and enforces site safety, conducts labor compliance field interviews per Caltrans requirements, coordinates and responds to citizen requests (estimated 321 hours).
- Resident Engineer/Senior Project Manager - the prime coordinator with City staff, coordinates and manages the pre-construction and construction progress meetings, manages project construction documentation per City and Caltrans Standards, coordinates contractor submittals and requests for information, reviews daily inspection reports and provides general supervision to the Senior Inspector, manages contractor schedule and phasing, monitors the construction budget, reviews monthly progress payment requests and recommends appropriate payment for quantities installed. The Resident Engineer performs a final inspection, coordinates punch-list and commissioning inspections with various City departments and provides a final punch-list to the contractor and manages completion. The Resident Engineer also reviews certified payrolls, oversees material sampling and testing services, reviews potential change orders including independent calculations, processes and issues change orders as approved by the City, maintains inspector as-built records for comparison with contractor submittal, prepares final estimate and payment as well as close-out documentation and final DBE utilization documentation. This position also acts as back-up to the Senior Inspector and provides supplemental inspection as needed (estimated 289 hours).

- Senior Project Manager (Technical Support) – provides technical expertise and support to the City and construction management team regarding specialty items such as rubberized asphalt paving and full depth reclamation and provides on-site inspection of the full depth reclamation portion of the work (estimated 38 hours).
- Project Executive – this is the firm’s contract manager, responsible for managing the firm’s contract with the City, monitoring scope schedule and cost of the services provided to the City and assuring that the firm’s team is providing quality services to the City. The Project Executive also manages sub-consultant contracts related to materials testing (estimated 20 hours).

Environmental Review

This project is categorically exempt from the California Environmental Quality Act (CEQA) under Section 15301(c) “Existing Facilities” as the project consists of negligible or no expansion of existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails and similar facilities (including road grading for the purpose of public safety). Since federal funds are being used in the project, National Environmental Policy Act (NEPA) clearance was also required, and Caltrans issued a Categorical Exclusion under NEPA on August 27, 2015.

Financial Impact

There are sufficient funds in the budget of Project No. 2292 (OBAG Grant funds and Measure J) for the award of the Base Bid and Additive Bid C, to provide for construction management, construction inspection, material testing services, and a construction contingency of approximately 12% of the contract amount.

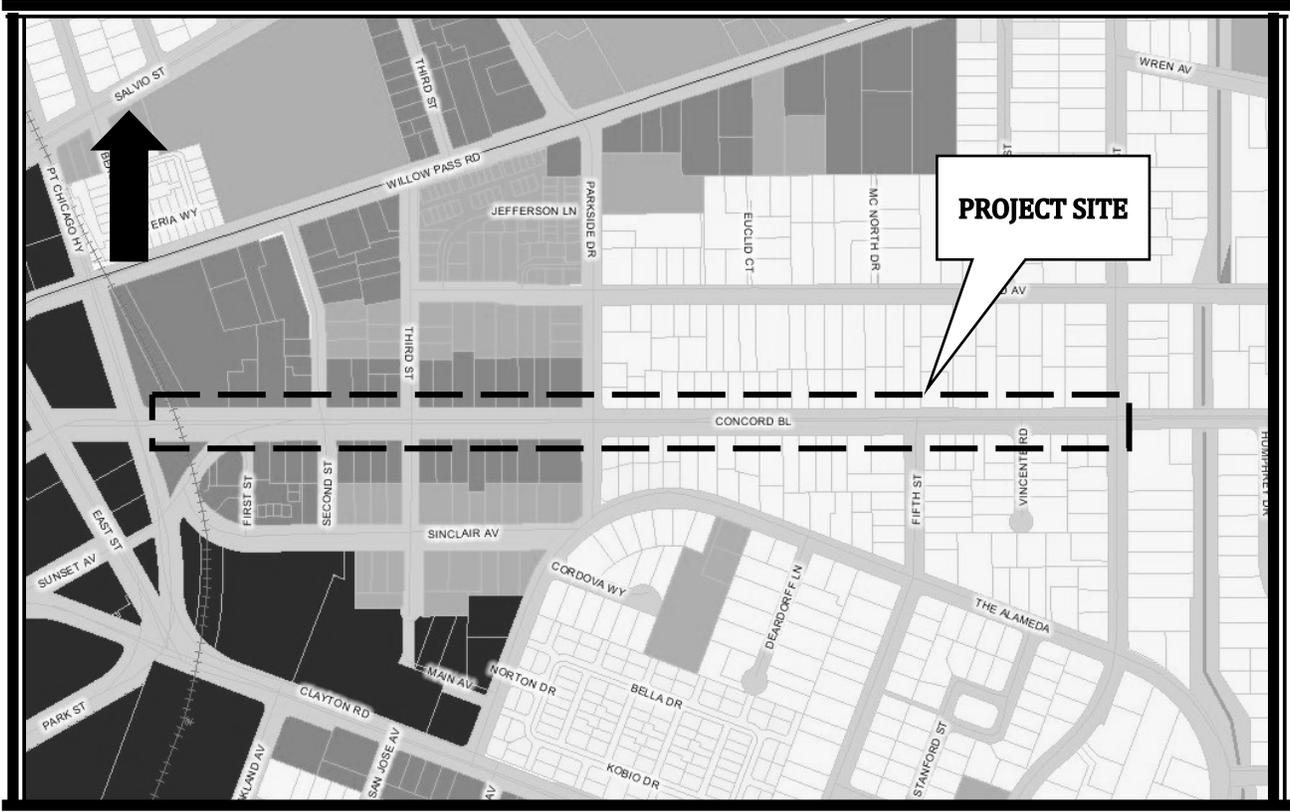
If Council desires to fund both Additive Bid B and C, Council will need to appropriate Lease Revenue Finance Agreement Funds, as presented earlier in the report.

Public Contact

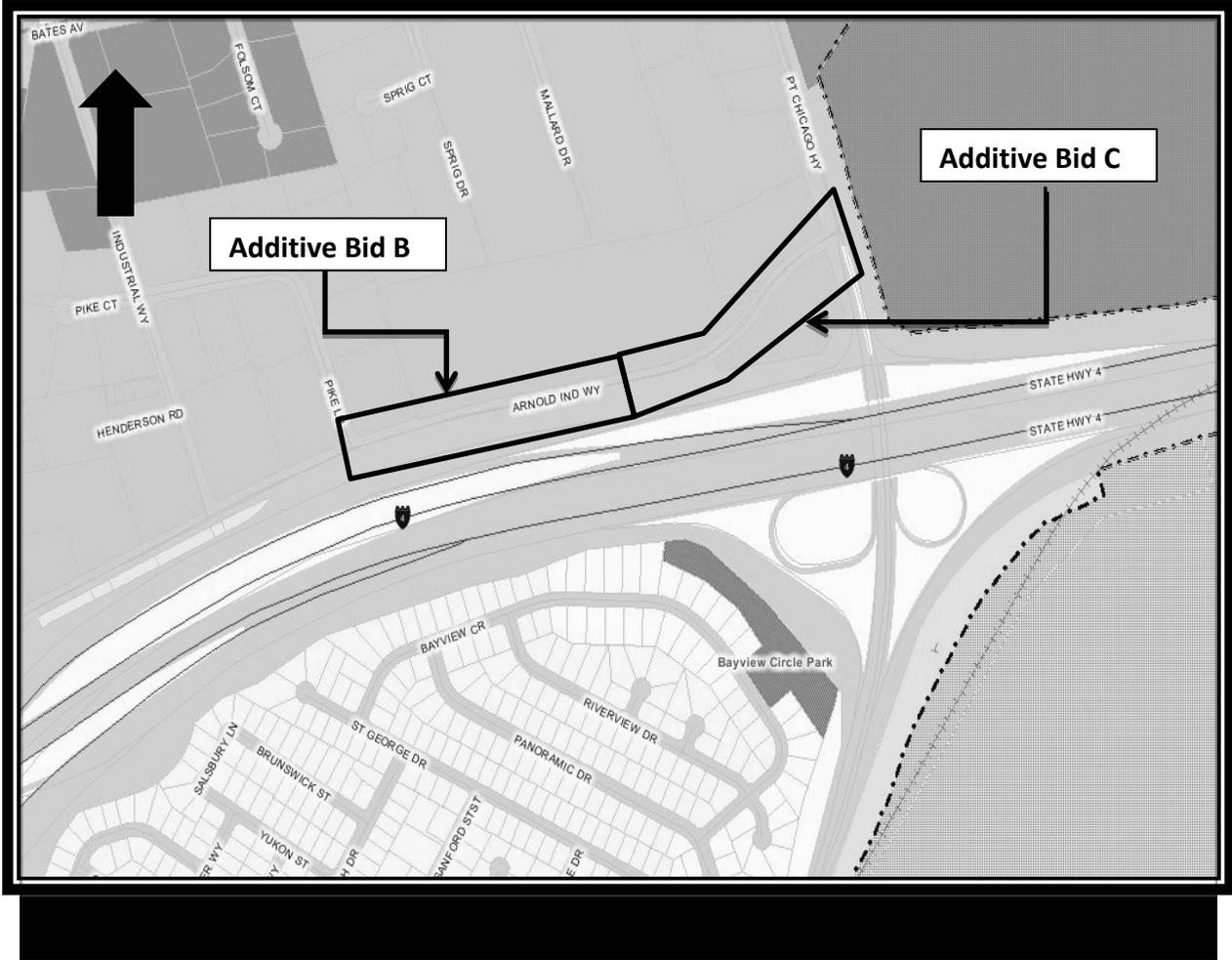
The City Council Agenda was posted.

Attachments

1. Location Map – Concord Blvd.
2. Location Map – Arnold Industrial Way
3. Bid Results
4. Professional Services Agreement (Swinerton Management and Consulting)
5. Notice of Exemption



LOCATION MAP
PROJECT NO. 2292
CONCORD VARIOUS STREETS PRESERVATION
CONCORD BOULEVARD
FROM 6TH STREET TO PORT CHICAGO HIGHWAY
NO SCALE



LOCATION MAP

PROJECT NO. 2292

CONCORD VARIOUS STREETS PRESERVATION
ARNOLD INDUSTRIAL HIGHWAY

FROM PORT CHICAGO HIGHWAY TO PIKE LANE
NO SCALE

**City of Concord
Bid Sheet**

PROJECT #2292
Concord Various Streets Preservation

Bid Opening:
Wednesday,
February 10, 2016
2:00 p.m.

City Manager's Conference Room

Engineer's Estimate: \$1,250,000 and
\$1,500,000

To be awarded: TBD

COMPANY	TOTAL BID
Granite Construction Company 715 Comstock Street Santa Clara, CA 95054	\$1,105,789.00
Bay Cities Paving & Grading, Inc. 1450 Civic Court Bldg. #400 Concord, CA 94520	\$1,129,011.03
O.C Jones & Sons, Inc. 1520 Fourth Street Berkeley, CA 94710	\$1,192,194.70
Graniterock 120 Granite Rock Way San Jose, CA 95136	\$1,233,114.00
Ghilotti Bros., Inc. 525 Jacoby Street San Rafael, CA 94901	\$1,273,805.40

Contact: Mark Migliore x3422

AGREEMENT FOR PROFESSIONAL SERVICES

1 THIS AGREEMENT ("Agreement") is entered into on May 11, 2016 between the City of
2 Concord ("CITY") and **Swinerton Management & Consulting**, 260 Townsend Street, San
3 Francisco, CA, 94107("CONSULTANT").

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

6 The CITY desires to contract with Swinerton Management & Consulting and Swinerton
7 Management & Consulting to contract with the CITY for provision by Swinerton Management &
8 Consulting to the City for professional services with **Project No. 2292 (Concord Various Streets
9 Preservation)** as further described in Section 2 of this Agreement, upon the terms and conditions
10 hereinafter set forth.

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

13 **1. TERM.** This Agreement shall commence on **May 11, 2016** and expire on **May 11,**
14 **2017.**

15 **A. Extension of Term.** Upon mutual written agreement by the parties, the term of
16 this Agreement may be extended for one additional period(s) of one year(s) each commencing upon
17 the expiration of the initial or extended term, subject to the same terms and conditions of this
18 Agreement. CONSULTANT shall give written notice of its request for extension of the term of the
19 Agreement to the City's Authorized Representative, as identified in Section 4 below, at least thirty
20 (30) days prior to expiration of the initial or extended term.

21 The extension(s) of the term of this Agreement shall be subject to a review of
22 CONSULTANT'S performance in accordance with the terms and conditions of this Agreement and
23 shall be subject to City approval. Such extension of time shall be in writing by a duly executed
24 Amendment to this Agreement.

25 **2. SCOPE OF SERVICES.** Subject to such policy direction and approvals provided by
26 the CITY's Authorized Representative, CONSULTANT shall provide construction management and
27 inspection services for Project No. 2292 (Concord Various Streets Preservation) described in detail in
28 Exhibit A, a proposal from Swinerton Management & Consulting dated May 3, 2016, attached

1 hereto and made a part hereof. CITY retains all rights of approval and discretion with respect to the
2 projects and undertakings contemplated by this Agreement.

3 **3. PAYMENT.** The compensation to be paid to CONSULTANT including payment for
4 professional services and reimbursable expenses, shall be at the rate and schedules in detail in Exhibit
5 A. However, in no event shall the amount CITY pays CONSULTANT exceed one hundred twenty-
6 one thousand eight hundred and eighty (\$121,880) for the term of this Agreement. Any Amendment
7 to this Agreement that includes an increase to this compensation amount shall be made in accordance
8 with Section 5 below.

9 CONSULTANT may submit monthly statements for services rendered; all statements shall
10 include adequate documentation demonstrating work performed during the billing period. It is
11 intended that CITY review such statement and pay CONSULTANT for services rendered within 30
12 days of receipt of a statement that meets all requirements of this Agreement. Payment by CITY shall
13 not be deemed a waiver of unsatisfactory work, even if such defects were known to the CITY at the
14 time of payment.

15 **4. AUTHORIZED REPRESENTATIVES.** Authorized representatives shall represent
16 CITY and CONSULTANT in all matters pertaining to the services to be ordered by CITY or rendered
17 by CONSULTANT under this Agreement except where approval for the CITY is specifically required
18 by the City Council. The CITY's authorized representative is Robert Ovadia, City Engineer of the
19 Community & Economic Development Department. The CONSULTANT's authorized representative
20 is Robert Addiego, Project Executive.

21 **5. AMENDMENT TO AGREEMENT.** This Agreement may be amended in writing,
22 subject to approval by both parties. If additional services are requested by CITY other than as
23 described in the above Scope of Services, this Agreement may be amended, modified, or changed by
24 the parties subject to mutual consent and in accordance with the CITY's Municipal Code by execution
25 of an Amendment by authorized representatives of both parties setting forth the additional scope of
26 services to be performed, the performance time schedule, and the compensation for such services.

27 **A. Amendment for Additional Compensation.** CITY's Authorized
28

1 Representative is authorized to execute amendments to the Agreement on behalf of CITY, including
2 amendments providing for additional compensation to CONSULTANT not to exceed \$50,000 during
3 the fiscal year, including the base contract amount, throughout the term of this Agreement. Any
4 additional compensation to CONSULTANT that is \$50,000 or more for the fiscal year, including the
5 base contract amount, must be approved by City Council.

6 Consultant's failure to secure CITY's written authorization for additional compensation or
7 changes to the Scope of Work shall constitute a waiver of any and all right to adjustment in the price
8 or time due, whether by way of compensation, restitution, quantum meruit, or similar relief.

9 **6. INDEPENDENT CONTRACTOR.** Both parties understand and acknowledge that
10 CONSULTANT, its agents, employers and subcontractors are and shall at all times remain as to the
11 CITY wholly independent contractors. Neither the CITY nor any of its officers or employees shall
12 have any control over the manner by which the CONSULTANT performs this Agreement and shall
13 only dictate the results of the performance. CONSULTANT shall not represent that CONSULTANT
14 or its agents, employees or subcontractors are agents or employees of the CITY, and CONSULTANT
15 shall have no authority, express or implied, to act on behalf of the CITY in any capacity whatsoever as
16 an agent, and shall have no authority, express or implied, to bind the CITY to any obligation
17 whatsoever, unless otherwise provided in this Agreement.

18 As an independent contractor, CONSULTANT shall not be eligible for any benefits, which the
19 City may provide to its employees and all persons, if any, hired by CONSULTANT shall be
20 employees or subcontractors of CONSULTANT and shall not be construed as employees or agents of
21 the CITY in any respect. CONSULTANT shall receive no premium or enhanced pay for work
22 normally understood as overtime, i.e., hours that exceed forty (40) hours per work week, or work
23 performed during non-standard business hours, such as in the evenings or on weekends.
24 CONSULTANT shall not receive a premium or enhanced pay for work performed on a recognized
25 holiday. CONSULTANT shall not receive paid time off for days not worked, whether it be in the
26 form of sick leave, administrative leave, or for any other form of absence. CONSULTANT shall pay
27 all taxes, assessments and premiums under the federal Social Security Act, any applicable
28

1 unemployment insurance contributions, Workers Compensation insurance premiums, sales taxes, use
2 taxes, personal property taxes, or other taxes or assessments now or hereafter in effect and payable by
3 reason of or in connection with the services to be performed by CONSULTANT.

4 **7. STANDARD OF PERFORMANCE.** CONSULTANT represents and warrants to
5 CITY that CONSULTANT is skilled and able to provide such services described in the Scope of
6 Work and that such services shall be performed in an expeditious manner, and with the degree of skill
7 and care that is required by current, good, and sound procedures and practices. CONSULTANT
8 further agrees that the services shall be in conformance with generally accepted professional standards
9 prevailing at the time work is performed.

10 **8. PERFORMANCE BY CONSULTANT.** CONSULTANT shall not employ other
11 consultants, subconsultants, experts, or contractors without the prior written approval of the CITY.
12 Notwithstanding the foregoing, CITY shall not be obligated or liable for payment hereunder to any
13 party other than the CONSULTANT. CONSULTANT hereby designates the CONSULTANT'S
14 representative as the person primarily responsible for the day-to-day performance of
15 CONSULTANT'S work under this Agreement. CONSULTANT shall not change the
16 CONSULTANT'S representative without the prior written consent of the CITY. Unless otherwise
17 expressly agreed by the CITY, CONSULTANT'S representative shall remain responsible for the
18 quality and timeliness of performance of the services, notwithstanding any permitted or approved
19 delegation hereunder.

20 **9. OWNERSHIP AND MAINTENANCE OF DOCUMENTS.** All documents
21 furnished by CONSULTANT pursuant to this Agreement are instruments of CONSULTANT'S
22 services in respect to this project. They are not intended nor are represented to be suitable for reuse by
23 others except CITY on extensions of this project or on any other project. Any reuse without specific
24 written verification and adoption by CONSULTANT for the specific purposes intended will be at
25 user's sole risk and without liability or legal exposure and expenses to CONSULTANT, including
26 attorney's fees arising out of such unauthorized reuse.

27 CONSULTANT'S records, documents, calculations, and all other instruments of service
28

1 pertaining to actual project shall be given to CITY at the completion of the project. The CITY
2 reserves the right to specify the file format that electronic document deliverables are presented to the
3 CITY. Title to all plans, specifications, maps, estimates, reports, manuscripts, drawings, descriptions
4 and other final work products compiled by the CONSULTANT under the Agreement shall be vested
5 in the CITY, none of which shall be used in any manner whatsoever, by any person, firm, corporation,
6 or agency without the expressed written consent of the CITY. Basic survey notes and sketches,
7 charts, computations, and other data prepared or obtained under the Agreement shall be made
8 available, upon request, to the CITY without restriction or limitations on their use. CONSULTANT
9 may retain copies of the above-described information but agrees not to disclose or discuss any
10 information gathered, discussed or generated in any way through this Agreement without the written
11 permission of CITY during the term of this Agreement, unless required by law.

12 **10. INDEMNIFICATION.**

13 **A. For Design Professional Services Only.** Pursuant to California Civil Code
14 Section 2782.8, CONSULTANT agrees to indemnify the CITY (including its officers, agents,
15 employees and volunteers) against liability for claims against the CITY that arise out of, pertain to, or
16 relate to the negligence, recklessness, or willful misconduct of CONSULTANT in the performance of
17 this Agreement. The CONSULTANT will reimburse the CITY for any expenditures, including
18 reasonable attorney fees, incurred by the CITY in defending against claims ultimately determined to
19 arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the
20 CONSULTANT.

21 **B. For All Other Services.** CONSULTANT agrees to defend, indemnify and
22 hold harmless the CITY (including its officers, officials, employees, agents and volunteers) from and
23 all claims, demands, actions, losses, damages, injuries, and liability (including all attorney's fees and
24 other litigation expenses) arising out of the CONSULTANT's performance under the terms of this
25 Agreement. This indemnification obligation on CONSULTANT's part shall not apply to the
26 demands, actions, losses, damages, injuries, and liability arising out of the sole negligence or willful
27 misconduct on the part of the CITY.

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

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

7 **B. Automobile Liability Coverage.** CONSULTANT shall maintain automobile
8 liability insurance covering all vehicles used in the performance of this Agreement providing a one
9 million dollar (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury,
10 and property damage.

11 **C. Professional Liability Coverage (Errors and Omissions).** CONSULTANT
12 shall maintain professional liability insurance with coverage for all negligent errors, acts or omissions
13 committed by CONSULTANT, its agents and employees in the performance of this Agreement. The
14 amount of this insurance shall be not less than one million dollars (\$1,000,000) on a claims made
15 annual aggregate basis or a combined single limit per occurrence basis.

16 **D. Compliance with State Workers' Compensation Requirements.**
17 CONSULTANT covenants that it will insure itself against liability for Workers' Compensation
18 pursuant to the provisions of California Labor Code §3700, et seq. CONSULTANT shall, at all
19 times, upon demand of the City, furnish proof that Workers' Compensation Insurance is being
20 maintained by it in force and effect in accordance with the California Labor Code. The insurer shall
21 also agree to waive all rights of subrogation against the CITY, its officers, officials, employees and
22 volunteers for losses arising from work performed by CONSULTANT for CITY. This provision
23 shall not apply upon written verification by CONSULTANT that CONSULTANT has no employees.

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

26 **(1) Additional Insured.** CITY, its officers, agents, employees, and
27 volunteers are to be covered as an additional insured as respects: Liability arising out of activities
28

1 performed by or on behalf of CONSULTANT and operations of CONSULTANT, premises owned,
2 occupied, or used by CONSULTANT. The coverage shall contain no special limitations on the scope
3 or protection afforded to CITY, its officers, officials, employees, or volunteers.

4 Except for worker's compensation and professional liability insurance, the policies mentioned
5 in this subsection shall name CITY as an additional insured and provide for notice of cancellation to
6 CITY. CONSULTANT shall also provide timely and prompt notice to CITY if CONSULTANT
7 receives any notice of cancellation or nonrenewal from its insurer.

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

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

16 (4) **Verification of Coverage.** CONSULTANT shall furnish CITY with
17 certificates of insurance and the original endorsements effecting coverage required by this Agreement.
18 The certificates and endorsements for each insurance policy are to be signed by a person authorized by
19 that insurer to bind coverage on its behalf. The aforementioned policies shall be issued by an
20 insurance carrier having a rating of Best A-7 or better which is satisfactory to the City Attorney and
21 shall be delivered to CITY at the time of the execution of this Agreement or before work commences.
22 Such policies and certificates shall be in a form approved by the City Attorney. CITY reserves the
23 right to require complete certified copies of all required insurance policies at any time.

24 **12. TIME OF PERFORMANCE.** The time of performance of the services under this
25 Agreement is of the essence, and all time deadlines identified in this Agreement or Scope of Services
26 shall be strictly construed.

27 **13. SUSPENSION OF WORK.** CITY may, at any time, by ten (10) days' written notice,
28

1 suspend further performance by CONSULTANT. All suspensions shall extend the time schedule for
2 performance in a mutually satisfactory manner, and CONSULTANT shall be paid for services
3 performed and reimbursable expenses incurred prior to the suspension date. During the period of
4 suspension, CONSULTANT shall not receive any payment for services, or expenses, except for
5 reasonable administration expenses, incurred by CONSULTANT by reason of such suspension.

6 **14. TERMINATION.** CITY may terminate this Agreement for any reason upon ten (10)
7 days written notice to the other party. CITY may terminate the Agreement upon five (5) days written
8 notice if CONSULTANT breaches this Agreement. In the event of any termination, CONSULTANT
9 shall promptly deliver to the CITY any and all finished and unfinished reports or other written,
10 recorded, photographic, or visual materials, documents, data, and other deliverables (“Work
11 Materials”) prepared for the CITY prior to the effective date of such termination, all of which shall
12 become CITY’s sole property. After receipt of the Work Materials, CITY will pay CONSULTANT
13 for the services performed as of the effective date of the termination.

14 **15. COMPLIANCE WITH CIVIL RIGHTS.** During the performance of this contract,
15 CONSULTANT agrees as follows:

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

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

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

1 CONSULTANT of CONSULTANT’S obligation under this Agreement and the regulations relative to
2 nondiscrimination on the grounds of race, religion, color, sex, or national origin..

3 **16. CONFLICT OF INTEREST.**

4 A. CONSULTANT covenants and represents that neither it, nor any officer or
5 principal of its firm, has, or shall acquire any interest, directly or indirectly, which would conflict in
6 any manner with the interests of CITY or which would in any way hinder CONSULTANT’S
7 performance of services under this Agreement. CONSULTANT further covenants that in the
8 performance of the Agreement, no person having any such interest shall be employed by it as an
9 officer, employee, agent or subcontractor without the express written consent of the CITY.
10 CONSULTANT agrees to at all times avoid conflicts of interest, or the appearance of any conflicts of
11 interest, with the interests of the CITY in the performance of this Agreement.

12 B. CONSULTANT is not a designated employee within the meaning of the
13 Political Reform Act because CONSULTANT:

14 (1) Will conduct research and arrive at conclusions with respect to its rendition
15 of information, advice, recommendation or counsel independent of the control and direction of the
16 CITY or of any CITY official, other than normal contract monitoring; and

17 (2) Possesses no authority with respect to any CITY decision beyond the
18 rendition of information, advice, recommendation or counsel. (2 Cal. Code Regs. § 18700(a)(2).)

19 **17. COMPLIANCE WITH LAWS.** CONSULTANT shall comply with all applicable
20 Federal, State of California, and local laws, rules, and regulations and shall obtain all applicable
21 licenses, including a business license with the City of Concord, and permits for the conduct of its
22 business and the performance of the services.

23 **18. CHOICE OF LAW.** This Agreement shall be construed and interpreted in accordance
24 with the laws of the State of California, excluding any choice of law rules which may direct the
25 application of the laws of another jurisdiction. In the event that suit shall be brought by either party
26 hereunder, the parties agree that trial of such action shall be held exclusively in a state court in the
27 County of Contra Costa, California.

1 **19. NON-WAIVER.** The waiver by either party of any breach of any term, covenant, or
2 condition contained in the Agreement, or any default in their performance of any obligations under the
3 Agreement shall not be deemed to be a waiver of any other breach or default of the same or any other
4 term, covenant, condition, or obligation, nor shall any waiver of any incident of breach of default
5 constitute a continuing waiver of same.

6 **20. ENFORCEABILITY; INTERPRETATION.** In the event that any of the provisions
7 or portions of application of any of the provisions of the Agreement are held to be illegal or invalid by
8 a court of competent jurisdiction, CITY and CONSULTANT shall negotiate an equitable adjustment
9 in the provisions of the Agreement with a view toward affecting the purpose of the Agreement. The
10 illegality or invalidity of any of the provisions or portions of application of any of the provisions of
11 the Agreement shall not affect the legality or enforceability of the remaining provisions or portions of
12 application of any of the provisions of the Agreement. This Agreement shall be interpreted as though
13 it was a product of a joint drafting effort and no provisions shall be interpreted against a party on the
14 ground that said party was solely or primarily responsible for drafting the language to be interpreted.

15 **21. INTEGRATION.** All exhibits identified in this Agreement are attached hereto and
16 incorporated herein by reference. The Agreement contains the entire agreement and understanding
17 between the parties as to the subject matter of this Agreement. It merges and supersedes all prior or
18 contemporaneous agreements, commitments, representation, writings, and discussions between
19 CONSULTANT and CITY, whether oral or written.

20 **22. SUCCESSORS AND ASSIGNS: NO THIRD PARTY BENEFICIARIES; NO**
21 **JOINT VENTURE.** CITY and CONSULTANT respectively, bind themselves, their successors,
22 assigns, and legal representatives to the terms and obligations of this Agreement. CONSULTANT
23 shall not assign or transfer any interest in the Agreement without the CITY's prior written consent,
24 which consent shall be in the CITY's sole discretion. Any attempted assignment or transfer in breach
25 of this provision shall be void. This Agreement is not intended and shall not be construed to create
26 any third party benefit. This Agreement is not intended and shall not be construed to create a joint
27 venture or partnership between the parties. CONSULTANT, its officers, employees and agents shall
28

1 and the same instrument and shall become binding upon the parties when at least one copy hereof
2 shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary
3 to produce or account for more than one such counterpart.

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

6 **CONSULTANT**

CITY OF CONCORD, a Municipal Corporation

7
8
9 By: _____
10 Name: Robert Addiego
11 Title: Project Executive
12 Address: 2300 Clayton Road
13 Concord, CA 94520
14 Telephone: (925) 270-5636

By: _____
Name: Valerie Barone
Title: City Manager
Address: 1950 Parkside Drive
Concord, CA 94519
Telephone: (925) 671-3175

15 APPROVED AS TO FORM:

ATTEST:

16 _____
City Attorney

_____ City Clerk

17 Date: _____, 2016

18
19 FINANCE DIRECTOR'S CERTIFICATION:

20 Concord, California

21 Date: _____, 2016

22
23 I HEREBY CERTIFY THAT ADEQUATE FUNDS EXIST OR WILL BE RECEIVED
24 DURING THE CURRENT FISCAL YEAR 2015/16 TO PAY THE ANTICIPATED
25 EXPENSES TO BE INCURRED PURSUANT TO THIS CONTRACT.
26 THE SUM OF **\$121,880**

27 Account Code: 475 500C 74250 47522 2117 74250

28 _____
Finance Director's Signature



May 3, 2016

Via email to Mark.Migliore@cityofconcord.org

Mr. Mark Migliore, PE
Associate Civil Engineer – Department of Community and Economic Development
City of Concord
Engineering Services
1950 Parkside Drive
Concord, CA 94519

Subject: Concord Various Streets Preservation Project (City Project No. 2292)
Cost Proposal(s) for Construction Management & Inspection Services

Dear Mr. Migliore:

Swinerton Management & Consulting (Swinerton) is pleased to present this proposal to provide Construction Management and Inspection Services to the City of Concord for the Concord Various Streets Preservation Project.

SCOPE OF SERVICES

Swinerton's goal is to always provide quality Construction Management and Inspection Services that are responsive to our client's needs by providing services aimed at optimizing a project's schedule, cost and quality, and staffing needs. We have reviewed the bid documents, which you provided, in the preparation of our proposal. We have determined that the following services will be required per the Special Provisions and Construction Documents: Post-Award Services, Pre-Construction Activities, Construction Management Services, and Post-Construction Services.

Post-Award Services:

Swinerton will provide CM services described herein after the contract award. Swinerton will contact the Contractor to confirm all award and contract documents are completed (executed) and have been both received and transmitted to the City of Concord. Swinerton will assist in issuance of the Notice-to-Proceed (NTP).

Pre-Construction Activities:

Prior to commencing the construction work, Swinerton will prepare construction document control logs, Submittal log, RFI log, change order log, daily report log, and inspection log. We will review the Contract Documents to ensure Contractor's compliance with the general requirements and Special Provisions for staging and implementing his work.

We will prepare the Preconstruction Conference Agenda to review and discuss all the required submittals mandatory for the start of work including: Project CPM Schedule, SWPPP/WPCP, job site storage and staging plans, Traffic Control Plans, OSHA Excavation Permit, Site Specific Safety Plan, and required encroachment permits; and the submittals for the materials to be incorporated into the work, such as Class II AB, hot mix asphalt, pavement markings, and concrete mix designs. The Preconstruction Conference Agenda will be provided to the Contractor in advance of the Preconstruction Conference as many submittals must be provided by the Contractor at this meeting. The Contractor will be queried about his

means and methods in the preparation of his Project CPM Schedule. We will also assist with underground utility coordination with the various utility companies in order to synchronize the activities with the contractor. Swinerton will also continue assisting with the Community Outreach by meeting with the area residents in parallel with the Contractor's Public Notifications and throughout the duration of the project. We will ensure prompt responses to inquiries submitted by residents and businesses.

Construction Management Services:

Swinerton will conduct the Preconstruction Conference and distribute meeting minutes to all attendees. We will set the day and time for the weekly project meeting. Procedures for the adequate notification for inspection service by Swinerton and the materials testing services firm will be discussed. After-hour telephone numbers will be logged into the Project Directory in case of emergency contacts during non-work hours.

Swinerton will manage the project records, including photo documentation, requests for information, submittals, and memorandum in a complete project filing system. Swinerton will chair all project meetings and circulate meeting minutes. Swinerton will verify quantities, measure progress, evaluate, and process contractor's progress payment applications including lien releases and certified payroll records. We will verify the project schedule and actual field progress with the monthly progress payment applications. Swinerton will monitor the project schedule to ensure completion of milestones in accordance with the accepted and approved project schedule.

Field inspections by Swinerton will also confirm presence of contractor's superintendent, safety practices per submitted safety plans, general housekeeping, traffic control measures, and public notifications to impacted property owners. During construction Swinerton will coordinate with the City engineers, design team, and local utilities. Swinerton will provide coordinated inspection services that tracks with the contractor's scheduled activities and assist with the project schedule monitoring. We will coordinate through the City, the Quality Assurance services provided by our sub-consultant special inspection and materials testing firm, to ensure compliance with technical specification requirements and plans. Onsite inspection shall be provided for all activities such as traffic control, safety, pavement cutting, AC paving, forming, concrete placement, excavation and backfill, and acceptable site restorations before weekends.

Swinerton will ensure that all work is performed in accordance with the Contract Documents, including City and Caltrans standards. Because the project includes a portion of Federal funding, we will complete the required Caltrans Local Assistance forms and documentation, including the project checklist, RE checklist, weekly statements of working days, DBE utilization, daily inspection reports, and bid item quantity calculations. We will reinforce with the contractor the Equal Employment Opportunity requirements and will verify that all labor compliance is adhered to, including periodic field crew interviews and complete the Employee Interview forms for the project file.

Post Construction Services:

As the construction completion nears, Swinerton will proactively manage the close-out process with the Contractor to ensure timely submittals, warranties, record drawings, completion of punch list items and other required close-out documentation.

Swinerton will complete the project files including record drawings, warranties, manuals, City of Concord Recycling Report, confirm removal of USA pavement markings, and provide progress photographs. We will resolve any outstanding cost issues including liquidated damages (if applicable) and reconcile against the contract budget. Swinerton will verify completion and backcheck of all punch list work with the designer (Engineer of Record) prior to acceptance and processing of the final progress payment application. We will

assist with the City's final certification documentation to go to City Council for project acceptance. We will prepare the project files for a Caltrans audit / review as needed.

Swinerton Staffing:

Mr. Scott Christie will be Swinerton's Resident Engineer / Senior Project Manager and your primary point of contact for this assignment. Scott has extensive experience managing City projects as he comes to Swinerton after spending over 18 years as an Associate and Senior Engineer at a local East Bay city. Scott will lead the Swinerton construction management and inspection services and be the main point of contact for coordination with the utility companies and the local residents / businesses.

Assisting Scott will be **Mr. Greg Armendariz**. He has extensive project management experience with City Capital Improvement Projects and has successfully completed several rubberized pavement projects. Greg will work on a limited, part-time basis supporting Scott in the field during the pavement operations.

Mr. Brett Lowther, Sr. Inspector, will assist Scott with field inspections. Brett has 15-years of experience performing special inspection on a variety of projects. Brett has completed several paving projects for the City of Concord, including Concord Boulevard, Farm Bureau Road, and the FY14/15 Paving Maintenance project. He has also worked on a large mass grading and slide repair project. Brett has experience in the soils lab testing compressive strength of concrete and preparing and testing soil and asphalt for project specifications. Brett's certifications include: ICC Certified Soils, Post Tensioning concrete, Reinforced concrete, Structural Masonry, Fire Proofing, Commercial Building Inspector, and ACI Concrete Field Testing Technician.

I will provide general operational and management oversight, and professional services administration to ensure successful project delivery.

The attached Matrices of CM Tasks and Fee Proposals detail the breakdown of our time and cost for the tasks and phases described in the above narrative. Per my email of March 4, 2016, this confirms the fee proposal for Base Bid A and the Additive Bid C for an estimated not-to-exceed amount of \$121,880, as outlined in the attached spreadsheet. Furthermore, confirming my email of April 29, 2016, also attached is a fee proposal for Bid Items A, B and C for an estimated not-to-exceed amount of \$ 140,549. Swinerton strives to manage the project in the most efficient manner possible, and only actual hours spent are billed, as documented in copies of the employees timesheets.

If you have any questions or require additional clarification, please do not hesitate to call me at (925) 270-5636. Thank you for this opportunity to submit this proposal.

Very truly yours,

Robert Addiego, LEED® AP
Project Executive

CC: Jeff Gee
Myrna Wagner
Scott Christie

CITY OF CONCORD - Concord Various Streets Preservation (PJ2292) - Federal Project # CML-5135(053)

Matrix of CM Tasks and Fee Proposal for Construction Management Services - Base Bid A + Add Bid B + Add Bid C (50 Work Days Construction)

3/4/2016

SWINERTON MANAGEMENT & CONSULTING

Rates are for work performed in 2016

Task	Robert Addiego - Project Executive SMC		Scott Christie - RE / Sr. PM SMC		Greg Armendariz - Sr. Project Manager SMC		Brett Lowther - Sr. Inspector SMC		Total Cost Per Task
	Hours per Task	Rate/Hour	Hours per Task	Rate/Hour	Hours per Task	Rate/Hour	Hours per Task	Rate/Hour	
		\$170		\$153		\$153		\$119	
Task	Subtotal Per Task		Subtotal Per Task		Subtotal Per Task		Subtotal Per Task		Per Task
Construction Duration = 50 Work Days									
A. Construction Management Services									
Project Administration									
1. Review Contract Documentation	2	\$340	2	\$306	2	\$306	2	\$238	\$1,190
2. Conduct Pre-construction Meeting, agenda & minutes	2	\$340	1	\$459	2	\$306	2	\$238	\$1,343
3. Schedule & Conduct Weekly Project Meetings	0	\$0	12	\$1,836	0	\$0	8	\$952	\$2,788
4. Attend Meetings w/ City / Management Oversight	2	\$340	6	\$918	0	\$0	0	\$0	\$1,258
5. Coordinate with other City's Adjacent Projects	0	\$0	8	\$1,224	0	\$0	8	\$952	\$2,176
6. Monitor Contractor's Progress Schedule & Phasing	0	\$0	8	\$1,224	0	\$0	0	\$0	\$1,224
7. Monitor the Project's Construction Budget	0	\$0	8	\$1,224	0	\$0	0	\$0	\$1,224
8. Monitor the Contractor's Progress	0	\$0	8	\$1,224	0	\$0	8	\$952	\$2,176
9. Provide Quantity Take-offs / Backup for Progress Payments per Caltrans	0	\$0	16	\$2,448	0	\$0	16	\$1,904	\$4,352
10. Maintain Project Does per City / Caltrans Standards	0	\$0	8	\$1,224	0	\$0	10	\$1,190	\$2,414
11. Prepare Observation Dailies / Weekly Statements of Work Days	0	\$0	6	\$918	0	\$0	12	\$1,428	\$2,346
12. Process / Track Submittals	0	\$0	8	\$1,224	0	\$0	0	\$0	\$1,224
13. Review Submittals (Work Plan, Traffic Control Plan, etc)	0	\$0	8	\$1,224	0	\$0	4	\$476	\$1,700
14. Process / Track RFI's	0	\$0	8	\$1,224	0	\$0	2	\$238	\$1,462
15. Process & Issue Change Orders	0	\$0	8	\$1,224	0	\$0	2	\$238	\$1,462
16. Negotiate contract dispute, schedule delays and claims	0	\$0	6	\$918	0	\$0	2	\$238	\$1,156
17. Prepare Contract Amendment	0	\$0	6	\$918	0	\$0	0	\$0	\$918
18. Monitor Onsite Unforeseen Issues / Conditions	0	\$0	4	\$612	0	\$0	8	\$952	\$1,564
19. Review and Process Monthly Progress Payments	0	\$0	4	\$612	0	\$0	4	\$476	\$1,088
20. Labor Compliance Field Interviews per Caltrans	0	\$0	2	\$306	0	\$0	8	\$952	\$1,258
21. Review Certified Payroll Reports	0	\$0	4	\$612	0	\$0	0	\$0	\$612
22. Monitor SWPPP Compliance	0	\$0	2	\$306	0	\$0	4	\$476	\$782
23. Compile / Maintain As-Built Drawings	0	\$0	4	\$612	0	\$0	4	\$476	\$1,088
24. Perform Final Inspection & Punch Lists w/ EOR	0	\$0	6	\$918	0	\$0	8	\$952	\$1,870
Quality Assurance, Inspection and Material Testing									
25 A Provide Daily On-Site Inspection Services - Base Bid A	0	\$0	10	\$1,530	16	\$2,448	64	\$7,616	\$11,594
25 B Provide Daily On-Site Inspection Services - Add Bid B	0	\$0	0	\$0	0	\$0	0	\$0	\$0
25 C Provide Daily On-Site Inspection Services - Add Bid C	0	\$0	30	\$4,590	8	\$1,224	45	\$5,355	\$11,169
26. Maintain Daily Inspection Logs	0	\$0	0	\$0	0	\$0	8	\$952	\$952
27. Provide Project Photo Progress Reports	0	\$0	0	\$0	0	\$0	12	\$1,428	\$1,428
28. Monitor Project for Conformance with the Plans + Specs	0	\$0	4	\$612	6	\$918	8	\$952	\$2,482
29. Issue and Respond to Non-Compliance Issues	0	\$0	4	\$612	0	\$0	2	\$238	\$850
30. Coordinate the Materials Sampling, Testing and Special Inspection	4	\$680	4	\$612	0	\$0	4	\$476	\$1,768
31. Observe Contractor's Final Testing / Commissioning of Utilities	0	\$0	4	\$612	0	\$0	8	\$952	\$1,564
32. Monitor/Enforce On-site Safety	0	\$0	4	\$612	0	\$0	8	\$952	\$1,564
33. Monitor the Quality Control / Quality Assurance Program	0	\$0	4	\$612	2	\$306	8	\$952	\$1,870
Public and Community Relations									
34. Ensure Contractor Compliance with Public Notifications	0	\$0	2	\$306	0	\$0	2	\$238	\$544
35. Coordinate with Caltrans and Other Agencies during Construction	0	\$0	4	\$612	0	\$0	4	\$476	\$1,088
36. Facilitate / Coordinate with Utility Companies	0	\$0	6	\$918	0	\$0	8	\$952	\$1,870
37. Coordinate with City Staff, Agencies, Consultants	2	\$340	6	\$918	0	\$0	4	\$476	\$1,734

Post Construction Services										
38. Review Close-out Documents (i.e. O&M Manuals, Warranties)	0	\$0	4	\$612	0	\$0	2	\$238	\$850	
39. Prepare Caltrans Close-out Documents	2	\$340	12	\$1,836	0	\$0	8	\$952	\$3,128	
40. Maintain Electronic & Hard Copy Project Files	0	\$0	8	\$1,224	0	\$0	8	\$952	\$2,176	
41. Perform Post Construction Review and Prepare Lessons Learned	2	\$340	4	\$612	2	\$306	4	\$476	\$1,734	
42. Prepare Final Estimate & Payment	0	\$0	4	\$612	0	\$0	0	\$0	\$612	
43. SMC Contract Administration	2	\$340	0	\$0	0	\$0	0	\$0	\$340	
Caltrans Post-Construction Audit (if needed)										
44. Prepare for the Caltrans Post-Construction Review / Audit	2	\$340	20	\$3,060	0	\$0	2	\$238	\$3,638	
Subtotal Hours										
	20		289		38		321			
Subtotal Cost per Consultant Individual										
		\$3,400		\$44,217		\$5,814		\$78,199		
Consultant Subtotal										
									\$91,630	
Allowance for Special Inspection and Materials Testing										
Applied Materials Engineering, Inc (AME) ** - Base Bid A	\$24,000								\$24,000	
Applied Materials Engineering, Inc (AME) ** - Add Bid B	\$0								\$0	
Applied Materials Engineering, Inc (AME) ** - Add Bid C	\$6,000								\$6,000	
Additional Cost-Reproduction, Photos, Misc Office Supplies	\$250								\$250	
Additional Cost-Allowance Subtotal	\$30,250								\$30,250	
GRAND TOTAL - Base Bid A + Additive Bid C										
									\$121,880	
TOTAL - Base Bid A only										
									\$104,711	
TOTAL - Additive Bid B only										
									\$0	
TOTAL - Additive Bid C only										
									\$17,169	

Assumptions:

- 1 Allowance for Applied Materials Engineering (AME) is an estimate - the actual costs will be dependent on the Contractor's schedule and efficiency in completing the work
- 2 Actual costs for AME will be dependent on the number of Contractor-requested inspections
- 3 No Night or Weekend work is included in the above Cost Estimate
- 4 The Cost Estimate is based on awarding the Base Bid A and Additive Bid C work. The estimate is based on 50 Work Days + 1 month for Close-out.
- 5 The Cost Estimate is based on the RE being 1/2 time (20 hours per week) and the Sr Inspector at 3/4 time (30 hours per week)
- 6 Task No. 44 is an Allowance for the potential Caltrans Audit (post-construction). This is a revocable item if not needed.

Notice of Exemption
California Environmental Quality Act



TO: **COUNTY CLERK**
County of Contra Costa
555 Escobar Street
Martinez, CA 94553

STATE OF CALIFORNIA
Office of Planning & Research
1400 Tenth Street, Room 121
Sacramento, CA 95814



ORIGINAL

FROM: **CITY OF CONCORD**
Engineering Division
1950 Parkside Drive, MS/40
Concord, CA 94519
PHONE: (925) 671-3361
FAX: (925) 798-9692

PROJECT TITLE Concord Various Streets Preservation	
PROJECT LOCATION - SPECIFIC Concord Blvd (Sixth Street to Port Chicago Hwy) and Arnold Industrial Way (Port Chicago Hwy to Pike Lane)	
PROJECT LOCATION - CITY, COUNTY CITY OF CONCORD, CONTRA COSTA COUNTY	
PROJECT DESCRIPTION Existing asphalt pavement grinding, rubberized asphalt concrete overlay, pavement repairs, utility adjustments to grade, traffic signal loop detector installation, and installation of bike signage for Concord Blvd and bike lanes for Arnold Industrial Way.	
NAME OR PUBLIC AGENCY APPROVING PROJECT CITY OF CONCORD	NAME OF PERSON OR AGENCY CARRYING OUT PROJECT CITY OF CONCORD
EXEMPT STATUS (Check One) <input type="checkbox"/> Ministerial (Sec. 21080(b)(1); 15268) <input type="checkbox"/> Declared Emergency (Sec. 21080(b)(3); 15269(a)) <input type="checkbox"/> Emergency Project (Sec. 21080(b)(4); 15269(b)(c)) <input type="checkbox"/> Statutory Exemption - CODE NO. _____ <input checked="" type="checkbox"/> Categorical Exemption - CLASS <u>1</u> SECTION NO. <u>15301C</u>	
REASON WHY PROJECT IS EXEMPT The project involves repairs to existing streets involving negligible or no expansion to the existing use.	
LEAD AGENCY CONTACT PERSON Mark Migliore	TELEPHONE (925) 671-3422

This notice shall be filed only after approval of an exempt project

IF FILED BY APPLICANT:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No
3. Attach a \$50.00 check made payable to County of Contra Costa.
4. Attach original and two copies of this Notice of Exemption.
5. Attach two self-addressed, stamped envelopes.

SIGNATURE 	TITLE Project Manager	DATE 10/5/15
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Signed by: Applicant Lead Agency

OCT 07 2015

AFFIDAVIT OF COUNTY CLERK FILING AND POSTING

I declare that on _____ I received and posted this Notice as required by California Public Resources Code Section 2115.2
Said Notice will remain posted for thirty (30) days from the filing date.

By **J. Crawford**

Date **OCT 07 2015**