



Staff Report

Date: July 26, 2016

To: City Council

From: Valerie J. Barone, City Manager

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

Reviewed by: Robert Ovadia, City Engineer

Prepared by: Mark Migliore, PE, Associate Engineer
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 (925) 671-3422

Subject: **Considering award of two contracts for the Traffic Signal and Related Improvements at Various Locations Project, Project Nos. 2285 and 2293, Federal-Aid Project No. HSIPCML-5135(043): (1) a construction contract in the amount of \$1,724,241 to W. Bradley Electric, Inc. of Novato, CA for installation of traffic signals at three intersections Treat Blvd./San Miguel Rd., Oak Grove Rd./Smith Lane, and Oak Grove Rd./Sierra Rd. and modification to existing traffic signal systems at 10 other signalized intersections and (2) a Professional Services Agreement with S&C Engineers, Inc. of Oakland, CA in the amount of \$164,691 for construction management, inspection and \$20,977 of material testing services (\$185,668 total); and authorize the City Manager to execute the agreements. (Highway Safety Improvement Program (HSIP), Congestion Mitigation and Air Quality (CMAQ), Measure J; and Gas Tax)**

The Project qualifies for a Categorical Exemption pursuant to the California Environmental Quality Act Guidelines Section 15301(b,c) – Existing Facilities. The Project has been determined by Caltrans to be categorically excluded as defined by the National Environmental Policy Act (NEPA) as described in 23 CFR 771.117(c): activity (c)(27).

City Council Agenda Report

Considering award of two contracts for the Traffic Signal and Related Improvements at Various Locations Project, Project Nos. 2285 and 2293, Federal-Aid Project No. HSIPCML-5135(043)
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Report in Brief

The Traffic Signal and Related Improvements at Various Locations project [Project Nos. 2285 & 2293, Federal Project No. HSIPCML-5135(043)] provides for three new traffic signals at unsignalized intersections and improvements to ten signalized intersections. The scope also includes modifying existing signal interconnect systems, constructing accessible ramps, concrete sidewalks, curb and gutter, traffic signing, striping and markings, and installing street lighting. The installation of new traffic signals will occur at the intersections of Treat Blvd./San Miguel Rd., Oak Grove Rd./Smith Lane, and Oak Grove Rd./Sierra Rd. and modification to existing traffic signal systems will occur at 10 other locations, see Attachment 1.

W. Bradley Electric of Novato was the low bidder and submitted a responsive and responsible bid in the amount of \$1,724,241

The basis of award for this project is the Total Bid, which includes the base bid of \$1,719,421 (Federally-funded Participating work items) and an Additive Bid of \$4,820. The additive bid item covers the adjustment of utility boxes and manholes at various locations to grade. (Non-Participating Locally-funded work items) for a total bid amount of \$1,724,241.

In addition, management of this construction project requires support from a construction management firm. Through a Request for Proposal process, staff selected S&C Engineers to provide construction management (CM) and inspection services for a contract amount of \$164,691. Additionally, S&C Engineers will be responsible for required materials testing for the project; as a result, an additional \$20,977 was incorporated into their agreement. The total proposed contract amount with S&C Engineers is \$185,668 for this project.

If approved by Council, project construction is anticipated to begin in early September 2016 and be completed in April 2017.

Recommended Action

Staff recommends that the City Council take the following actions:

1. Award a Construction Contract in the amount of \$1,724,241, for the Base Bid and Additive Bid, to W. Bradley Electric, Inc. of Novato, CA and authorize execution of the agreement, subject to approval of the City Attorney; authorize staff to utilize the available project contingency for contract change orders up to 7% of the contract amount; and
2. Approve a Professional Services Agreement with S&C Engineers, Inc. of Oakland, CA in the amount of \$164,691 for construction management, inspection and \$20,977 of material testing services (\$185,668 total); and authorize the City Manager to execute the agreement, subject to approval of the City Attorney.

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Background

The City Council approved the Traffic Signal and Related Improvements at Various Locations project [Project No. 2285 & 2293, Federal Project No. HSIPCML-5135(043)] as part of the FY 2013-14 and FY 2014-15 CIP Program. Further, the City Council approved the consolidation of these various traffic signal projects including budgets and professional services on November 18, 2014 as a means to more efficiently manage these projects and position the City to receive more competitive bids.

The work consists of installation of new traffic signal systems at the following three unsignalized intersections: Treat Blvd./San Miguel Rd., Oak Grove Rd./Smith Lane, and Oak Grove Rd./Sierra Rd.; modification to existing traffic signal systems at the following signalized intersections: Willow Pass Rd./Sixth St., Willow Pass Rd./Parkside Dr., Willow Pass Rd./Grant St, Willow Pass Rd./Galindo St, Concord Blvd./West St, Concord Blvd./Clayton Way, Concord Blvd./Farm Bureau Rd., Concord Blvd./Sixth St., East St./Salvio St. and Market St./Fry Way. The scope also includes modifications to the existing signal interconnect system, construction of accessible ramps, concrete sidewalks, curb and gutter, traffic signing, striping and markings, and installation of street lighting.

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 the construction contract is 7% of contract costs and the goal for the professional services related to construction management and inspection of the project is 6% of contracted costs.

Analysis

Construction Contract

The bid opening for Project Nos. 2285 & 2293, Federal Aid Project No. HSIPCML-5135(043) was held on June 2, 2016. Three (3) bids were received, ranging from \$1,724,241 to \$2,014,705 for the total bid as shown on the Bid Results (Attachment 2). The Engineer's estimate for the total bid (including the Additive Bid) was \$1,721,476. W. Bradley Electric, Inc. (W. Bradley) was the low bidder and submitted a responsible and responsive bid in the amount of \$1,724,241 which was consistent with the Engineer's Estimate.

Staff has completed its analysis of W. Bradley's bid, determining that W. Bradley: possesses an appropriate and valid contractor's license; is not on any debarred list; they, 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, W. Bradley's DBE subcontractor commitment of 14.9% exceeds the contract goal of 7%. Staff contacted the low bidder to obtain confirmation of their bid amount. W. Bradley confirmed that they are comfortable with their bid and ready to perform the work as bid.

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Professional Services Agreement for Construction Management (CM)

During the construction bid period, the City advertised for Construction Management (CM) Services as required by Caltrans for federally-funded projects. In response to a Request for Proposals, two firms submitted quality proposals and were chosen to complete oral interviews. S&C Engineers, Inc. of Oakland CA. provided the better written submittal and performed well in the oral interview. S&C Engineers has demonstrated extensive experience with this type of construction. Staff also checked several references for similar projects that S&C Engineers has performed recently. Based on this review, S&C Engineers was selected as the most appropriate firm for this project.

Staff negotiated an agreement in the amount of \$164,691 with S&C Engineers for construction management services. This cost is approximately 9.6% of the total construction cost, which is considered appropriate given the additional administrative burden of complying with federal requirements due to the federal funding.

Additionally, to provide for project management and contracting efficiencies, the City desired to incorporate materials testing services into the contract with the construction management firm selected. The additional cost for the materials testing services is \$20,977 and has been included into the total contract costs. The total proposed S&C Engineers contract, including the materials testing services, is \$185,668. S&C Engineers will use Summit Associates, a DBE firm, as their Materials testing subconsultant. Thus, S&C Engineers has committed to the DBE goal for their Agreement of 6%, and has provided the proper contractual and financial paperwork.

Staff recommends that S&C Engineers be issued a Professional Services Agreement to perform construction management, inspection and material testing services for this project. The proposed Professional Services Agreement has been reviewed by the City Attorney's office (Attachment 3).

Environmental Review

This project qualifies for a Categorical Exemption, which will be issued under Section 15301 of the California Environmental Quality Act (CEQA). A Notice of Exemption will be filed with the County Clerk after the City Council approves award of the project.

Since federal funds are being used in the project, National Environmental Policy Act (NEPA) clearance was also required. Caltrans issued a Categorical Exclusion under NEPA on July 27, 2015.

Financial Impact

There are sufficient funds in the budgets of Project Nos. 2285/2293 for the award of the Base Bid and Additive Bid, construction management, construction inspection, material

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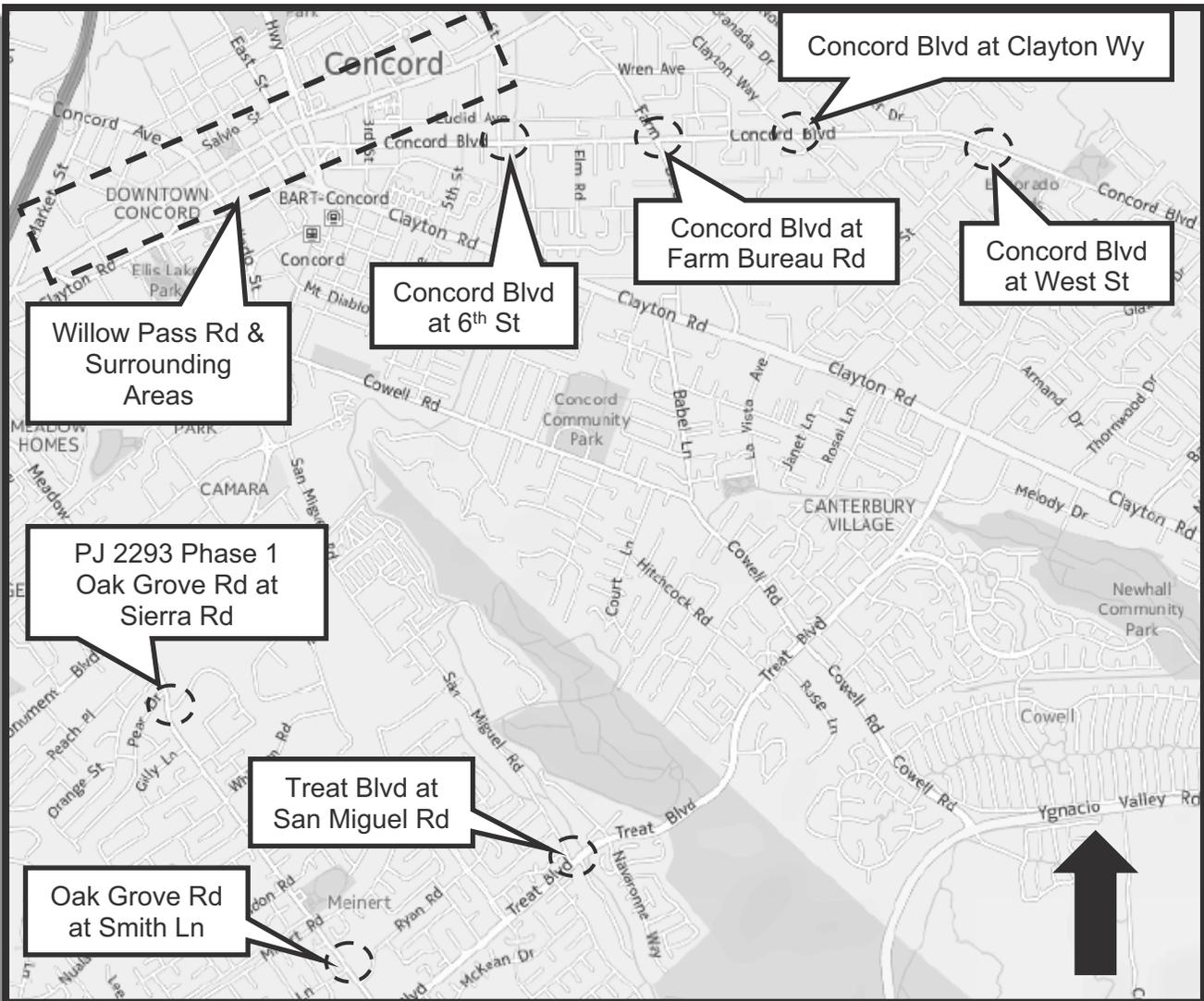
testing services, and a construction contingency of approximately 7% of the total contract amount.

Public Contact

The City Council Agenda was posted.

Attachments

1. Location Map
2. Bid Results
3. Professional Services Agreement (S&C Engineers, Inc.)



LOCATION MAP

PROJECT NO. 2293

VARIOUS LOCATIONS IN THE CITY OF CONCORD – UPGRADE EXISTING AND INSTALL NEW TRAFFIC SIGNALS, AND RELATED IMPROVEMENTS INCLUDING ADA UPGRADES – PHASE 1

(Install Traffic Signal – Oak Grove Rd at Sierra Rd)

PROJECT NO. 2285

VARIOUS LOCATIONS IN THE CITY OF CONCORD – UPGRADE EXISTING AND INSTALL NEW TRAFFIC SIGNALS, AND RELATED IMPROVEMENTS INCLUDING ADA UPGRADES – PHASE 2

(Concord Blvd – Upgrades: at Sixth St, Farm Bureau Rd, Clayton Way and West St)
 (Willow Pass Rd & Surrounding areas – Upgrades: at Galindo St, Grant St, Parkside Dr, and Sixth St. Also includes: Market St at Fry Way, and East St at Salvio St)

(Install Traffic Signals – Oak Grove Rd at Smith Lane, and Treat Blvd at San Miguel Rd)

NO SCALE

City of Concord
Bid Sheet

PROJECT #2285/#2293

Upgrade/Install Traffic Signals at Various Locations and Install New Traffic Signal at Oak Grove Road and Sierra Lane

**Bid Opening:
Thursday,
June 2, 2016
2:00 p.m.**

City Manager's Conference Room

Engineer's Estimate: \$1.5 and \$1.9 Million

To be awarded:

COMPANY	TOTAL BID
WBE 90 Hill Road Novato, CA 94945	\$1,724,241.00
St. Francis Electric LLC 975 Carden Street San Leandro, CA 94511	\$1,868,960.00
Columbia Electric, Inc. 1980 Davis Street San Leandro, CA 94577	\$2,014,705.80

AGREEMENT FOR PROFESSIONAL SERVICES

1 THIS AGREEMENT ("Agreement") is entered into on July 27, 2016 between the City of
2 Concord ("CITY") and **S&C Engineers, Inc.**, 401 Grand Avenue, Suite 250, Oakland, California
3 94610 ("CONSULTANT").

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

6 The CITY desires to contract with S&C Engineers and S&C Engineers to contract with the
7 CITY for provision by S&C Engineers to the City for professional services with **Traffic Signal and**
8 **Related Improvements at Various Locations, Project Nos. 2285 & 2293**, as further described in
9 Section 2 of this Agreement, upon the terms and conditions hereinafter set forth.

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

12 1. **TERM.** This Agreement shall commence on **July 27, 2016** and expire on **June 30,**
13 **2017.**

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

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

24 2. **SCOPE OF SERVICES.** Subject to such policy direction and approvals provided by
25 the CITY's Authorized Representative, CONSULTANT shall provide **construction management,**
26 **materials testing, and inspection services** for **Traffic Signal and Related Improvements at**
27 **Various Locations, Project Nos. 2285 & 2293**, described in detail in Exhibit A, a proposal from
28 S&C Engineers dated July 7, 2016, attached hereto and made a part hereof. CITY retains all rights of

1 approval and discretion with respect to the projects and undertakings contemplated by this Agreement.

2 **3. PAYMENT.** The compensation to be paid to CONSULTANT including payment for
3 professional services and reimbursable expenses, shall be at the rate and schedules in detail in Exhibit
4 A. However, in no event shall the amount CITY pays CONSULTANT exceed one hundred eighty-
5 five thousand, six hundred sixty-eight and forty-two hundredths dollars (**\$185,668.42**) for the term of
6 this Agreement. Any Amendment to this Agreement that includes an increase to this compensation
7 amount shall be made in accordance with Section 5 below.

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

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

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

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

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

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

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

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

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

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

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

11 **10. INDEMNIFICATION.**

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

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

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

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

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

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

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

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

25 **(1) Additional Insured.** CITY, its officers, agents, employees, and
26 volunteers are to be covered as an additional insured as respects: Liability arising out of activities
27 performed by or on behalf of CONSULTANT and operations of CONSULTANT, premises owned,
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1 occupied, or used by CONSULTANT. The coverage shall contain no special limitations on the scope
2 or protection afforded to CITY, its officers, officials, employees, or volunteers.

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

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

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

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

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

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

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

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

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

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

23 **C. Solicitations for Subcontractors including Procurement of Materials and**
24 **Equipment.** In all solicitation, either by competitive bidding or negotiations, made by
25 CONSULTANT for work to be performed under a subcontract including procurement of materials or
26 leases of equipment, each potential subcontractor, supplier or lessor shall be notified by
27 CONSULTANT of CONSULTANT’S obligation under this Agreement and the regulations relative to
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1 nondiscrimination on the grounds of race, religion, color, sex, or national origin..

2 **16. CONFLICT OF INTEREST.**

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

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

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

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

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

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

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

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

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

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

1 shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary
2 to produce or account for more than one such counterpart.

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

5 **CONSULTANT**

6 **CITY OF CONCORD, a Municipal Corporation**

7
8 By: _____
9 Name: Michael K. Chan, PE
10 Title: Vice President
11 Address: 401 Grand Avenue, Suite 250
12 Oakland, CA 94610
13 Telephone: (510) 774-6119

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

14 APPROVED AS TO FORM:

14 ATTEST:

15 _____
16 City Attorney

15 _____
16 City Clerk

17 Date: _____, 2016

18 FINANCE DIRECTOR'S CERTIFICATION:

19 Concord, California

20 Date: _____, 2016

21
22 I HEREBY CERTIFY THAT ADEQUATE FUNDS EXIST OR WILL BE RECEIVED
23 DURING THE CURRENT FISCAL YEAR 2016/17 TO PAY THE ANTICIPATED
24 EXPENSES TO BE INCURRED PURSUANT TO THIS CONTRACT.
25 THE SUM OF \$185,668.42

26 Account Code:

27 _____
28 Finance Director's Signature

EXHIBIT A



July 7, 2016

Mr. Mario C. Camorongon, PE, CFM, QSD
CIP Manager – Department of Community and Economic Development
City of Concord
Engineering Services Division
1950 Parkside Drive
Concord CA 94519

**RE: TRAFFIC SIGNAL & RELATED IMPROVEMENTS @ VARIOUS LOCATIONS,
FEDERAL PROJECT #HSIPCML 5135 (043), CITY PROJECT No. 2285/2293
Proposal for Construction Management Services**

Dear Mr. Camorongon:

S&C Engineers is pleased to present this revised proposal to provide construction management services to the City of Concord for the Traffic Signal & Related Improvements @ Various Locations project. We understand the City is planning to award the construction project on July 26, 2016 at the City Council meeting and construction would start thereafter. Our cost proposal is based on contract administration beginning as soon as the Notice-To-Proceed is given to the Contractor. However, the Contractor would not beginning any field construction work until all long lead time procurement items such as signal poles have been approved and delivered to the project site sometime in December of 2016. The only construction work the Contractor would begin prior to this is potholing work to verify utilities and field verification of the ADA ramp work in order to allow placement of the order for the signal poles as required by the contract specifications.

Scope of Services

Based on our review of the plans and specifications provided with the RFP and discussions with the City, the following services will be provided: Pre-Construction Services, Construction Management Services, and Post-Construction Closeout Services.

Construction Services

Prior to NTP being provided to the Contractor, S&C Engineers will set up the project files in accordance with Caltrans Construction Manual requirements. We will review the contract documents to ensure the Contractor's compliance with the general requirements and Special Provisions for implementing his work.

We will prepare the Pre-construction conference agenda to review and discuss all submittals required for the start of work. We will track the submittals for all materials to be incorporated into the work. 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. We will discuss with the Contractor his means and methods in the preparation of this Project CPM schedule. We will also ensure his coordination with the various utilities and other City projects as required by the contract documents for all work shown on the plans requiring coordination with other City projects. One of the key issues will be determining the Contractor's schedule for potholing and verification of the ADA ramp designs as they will be critical to the ordering of traffic signal poles which are long lead items.



Construction management services during construction and post-construction will be in accordance with Caltrans Federal requirements and as proposed in our proposal.

S&C Engineers' Staffing

Mr. Mauricio Rivera will be the Resident Engineer for the project, and will be the City and Contractor's main point of contact. He has extensive experience managing federal funded projects both as a Caltrans employee and as a consultant working for local agencies throughout the San Francisco Bay Area. Mauricio has been managing traffic signal/electrical type projects for the past ten years.

Mr. Rob Snider will be our electrical inspector for the project. He has over 30 years of experience working on electrical projects both as a superintendent for contractors and as an inspector on Caltrans and City projects. Rob's unique experience from both sides allows him to be proactive and effectively communicate and coordinate construction work as well as any potential challenges that can normally arise on projects. He has successfully developed practical solutions to resolve issues in a timely and cost effective manner.

Concord based **Summit Associates** (DBE) will perform any required materials testing and source inspection for the project.

I will provide administrative support and management oversight to ensure successful project delivery.

Our attached revised cost proposal provides the breakdown of our time and cost for the tasks and phases during the project. Our cost proposal includes an allowance of \$20,977.12 for any required materials and source inspection services by Summit Associates, and an allowance of \$500 for Other Direct Costs. Our total cost proposal amount is \$185,668.42 and is based on the Contractor not beginning field work except for potholing and ADA ramp verification until all long lead items such as signal poles have been delivered in December of 2016.

I will be the point of contact for all contractual matters and can be reached at (510) 774-6119, or by e-mail at mike_chan@scengineers.com. We have recently moved our office and our new mailing address is 401 Grand Avenue, Suite 250, Oakland, CA 94610. If you have any questions or require additional information, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink that reads "Michael K. Chan".

Michael K. Chan, P.E.
Vice President

Revision Date - July 7, 2016

Revision by Mike Chan



* Current Construction Schedule based on project specifications and plans provided as part of RFP, assumes NTP on August 1, 2016, 180 WD's, and last working day on April 25, 2017 & 1 month for closeout. The Contractor only starting field work (except for potholing and ADA ramp verification work) once all signal poles have been delivered. However, contract administration work such as submittals, RFI's, etc will assume to begin in August once NTP has been given.

	2016						2017					
	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
Signal Improvements			Waiting for Poles				Construction (poles delivered)				Close out	

	NTP, Begin contract administration (Submittals, RFI's, etc) & Potholing & ADA Ramp Verification
	No field construction work
	Begin field construction work
	Closeout

Signal Improvements	2016						2017						Total Hours							Totals
	3rd Qtr			4th Qtr			1st Qtr			2nd Qtr				2016	2017	2016	2017	2016	2017	
	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June								
Position																				
RE (Rivera)		40	40	40	50	40	40	40	50	34	40		414	290	124	\$ 177.47	\$ 182.79	\$ 51,466.30	\$ 22,666.47	\$ 74,132.77
													0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -
Electrical Inspector (Snider)		50				120	120	120	150	80	40		680	410	270	\$ 130.88	\$ 134.81	\$ 53,660.80	\$ 36,397.73	\$ 90,058.53
1.5X OT																\$ 196.32	\$ 202.21	\$ -	\$ -	\$ -
2.0X OT																\$ 261.76	\$ 269.61	\$ -	\$ -	\$ -
													0	0	0	\$ 135.94	\$ 140.02	\$ -	\$ -	\$ -
													0	0	0	\$ 203.90	\$ 210.02	\$ -	\$ -	\$ -
																\$ 271.88	\$ 280.04	\$ -	\$ -	\$ -
Total Estimated Hours by Month	0	90	40	40	50	160	160	160	200	114	80	0	1,094	700	0	\$ -	\$ -	\$ 105,127.10	\$ 59,064.20	\$ 164,191.30

Notes

1. No CCO, weather, R/W, PG&E service delays or other delay days are included in above schedule and proposal.

2. Also assumes contractor doesn't start any construction field work onsite (except for potholing & ADA ramp verification work) until all long lead delivery items (signal poles) are delivered 12/16. However, contract administration work such as submittals, RFI's, etc will assume to begin in August once NTP has been given.

3. Assumes PG&E provides service connections in a timely timeframe when contractor has completed service pedestals.

4. The above hours assumes Contractor working regular 8 hr shifts during the day and no work on the weekends.

5. No OT is anticipated. However, if OT is required due to the contractor's work schedule it will be paid at 1.5X or 2X straight time as required by prevailing wages and will be billed as appropriate.

6. The above hours do not include support for claims filed by the Contractor as exceptions to the Proposed Final Estimate at end of project.

7. Rates based on S&C OH of 146.23 and fee of 10% with estimated annual 3% escalations.

S&C ODC's	\$	500.00
S&C Total	\$	164,691.30
Summit	\$	20,977.12
Total		\$185,668.42