



## Staff Report

**Date:** August 2, 2016

**To:** City Council

**From:** Valerie J. Barone, City Manager

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

**Prepared by:** Mario Camorongon, CIP Manager  
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(925) 671-3021

**Subject:** **Considering award of two contracts for the Measure Q Pavement Repair Project #1 – Hillsborough Drive and East Olivera Road Project (Project No. 2359): (1) a Construction Contract in the amount of \$2,412,756 to Ghilotti Construction Company of Santa Rosa; authorize staff to utilize the available project contingency for contract change orders up to 10% of the contract amount; and (2) a Professional Services Agreement with CSG Consultants for construction management in the amount of \$160,590 for construction management services and in the amount of \$20,000 for materials testing (total contract amount of \$180,590); authorize the City Manager to execute the agreements subject to approval of the City Attorney; accept and appropriate CalRecycle grant funding into the project budget; and approve associated budget transfers. (Funded by Measure Q Lease Revenue Bond, Pavement Management Project No. 2157 (Holding Account Fund 400), and Information Technology Operating Fund - Fund 634)**

**This Project qualifies for a Categorical Exemption pursuant to the California Environmental Quality Act Guidelines Sections 15301 – Existing Facilities and 15304 – Minor Alterations to Land.**

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### **Report in Brief**

The Measure Q Pavement Repair Project #1 - Hillsborough Drive & East Olivera Road (Project No. 2359) includes pavement rehabilitation improvements on Hillsborough Drive from Labrador Street to St. George Drive and along E. Olivera Road from Port Chicago Highway to Wexford Drive. Both of these streets were designed to be rehabilitated using a Full Depth Reclamation process. The project also includes pot-hole/base repairs along E. Olivera Road from Wexford Drive to Willow Pass Road as part of the Base Bid work. The project bid documents included an alternate method of rehabilitating E. Olivera Road, from Port Chicago Highway to Wexford drive, using a mill and fill paving operation with base repairs (Bid Alternate). An Additive Bid was also included for the installation of fiber optic conduits and boxes on East Olivera Road.

The basis of contract award (selection of low bidder) was based on the Base Bid plus the Additive Bid. The Alternate Bid is provided for consideration for award of the alternate method of construction. Ghilotti Construction Company of Santa Rosa (Ghilotti) was the low bidder and submitted a responsive and responsible bid. Ghilotti's total bid (Base Bid plus Additive Bid) is \$2,412,756. Ghilotti has an appropriate and valid contractor's license and satisfactory work references.

Management of this construction project requires support from a construction management firm. Through a Request for Proposal process, staff is recommending CSG Consultants (CSG) to provide construction management (CM) and inspection services for a contract amount of \$160,590 and materials testing and in the amount of \$20,000 for materials testing (total contract amount of \$180,590).

As discussed later in the report, the available project funds are insufficient to cover the costs of the designed improvements, the construction management and inspection services, and an appropriate construction contingency. Two budget transfers, totaling \$326,800, are recommended to fund the project in full.

If approved by the City Council, project construction is anticipated to begin in late August/early September 2016 and be completed in late November 2016.

The City of Concord has received notice of award of CalRecycle grant funding for the use of rubberized asphalt as part of this project. The actual amount of the CalRecycle grant is based on the amount of rubberized asphalt material that is used. Staff estimates that the rubberized asphalt grant will total approximately \$29,000.

### **Recommended Action**

Staff recommends that the City Council take the following actions:

1. Award a Construction Contract in the amount of \$2,412,756 to Ghilotti Construction Company of Santa Rosa, for the Base Bid and Additive Bid No.1,

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subject to approval of the City Attorney; accept and appropriate CalRecycle grant funding into the project budget; authorize staff to execute contract change orders that become necessary utilizing the available project contingency up to 10%; and

2. Approve a \$200,000 budget transfer from the Pavement Management Annual Program (Holding Account – Fund 400) Project No. 2157 to Measure Q Pavement Repair Project 1 - Hillsborough Drive & East Olivera Road (Project No. 2359); and
3. Approve a \$126,800 budget transfer from the approved Information Technology Operating Fund (Fund 634) to the Measure Q Pavement Repair Project 1 - Hillsborough Drive & East Olivera Road (Project No. 2359) for the installation of fiber optic conduits and boxes on East Olivera Road (Additive Bid 1); and
4. Approve a Professional Services Agreement with CSG Consultants of Pleasanton for construction management and inspection services in the amount of \$160,590 for construction management and in the amount of \$20,000 for materials testing services (total not-to-exceed amount of \$180,590); and authorize the City Manager to execute the agreement, subject to approval of the City Attorney.

### **Background**

On October 13, 2015, the City Council approved the Measure Q Pavement Maintenance Expenditure Plan and created four Capital Improvement Program (CIP) projects, including Measure Q Pavement Repair Project #1— Hillsborough Drive and East Olivera Road (Project No. 2359), which was funded in the amount of \$2.85 million for project design, construction and administration.

The project scope includes pavement rehabilitation improvements on Hillsborough Drive from Labrador Street to St. George Drive and along E. Olivera Road from Port Chicago Highway to Wexford Drive. Both of these streets were designed to be rehabilitated using a Full Depth Reclamation process. The project also includes pot-hole/base repairs along E. Olivera Road from Wexford Drive to Willow Pass Road as part of the Base Bid work. The project bid documents included an alternate method of rehabilitating E. Olivera Road, from Port Chicago Highway to Wexford drive, using a mill and fill paving operation with base repairs (Bid Alternate). An Additive Bid was also included for the installation of fiber optic conduits and boxes on East Olivera Road, to be funded by the Information Technology Operating Fund. These conduits were requested to provide multiple benefits such as for public safety at the park for future CCTV installation. Additionally, this will also accommodate future transportation management enhancements.

The basis of contract award (selection of low bidder) was based on the Base Bid plus the Additive Bid. The Alternate Bid is provided for consideration for award of the alternate method of construction.

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**Analysis**

Construction Contract

This project was put out to bid as required by State law and City policy. The Engineer’s Estimate for the Total Bid, based on the final design, was approximately \$1.6 million. Three bids were received in the amounts of \$2,412,756, \$2,608,742 and \$2,818,227 for the Total Bid (Base Bid plus Additive Bid 1) as shown on the Bid Summary (Attachment 2). Ghilotti Construction Company (Ghilotti Construction) was the low bidder and submitted a responsible and responsive bid. A summary of bids by schedule is as follows:

<b>Measure Q Pavement Repair Project #1 - PJ 2359</b>				
<b>Bid Summary</b>				
DESCRIPTION	Engineer's Est.	Ghilotti Construction	Granite Rock	Ghilotti Bros.
BID A - HILLSBOROUGH DRIVE 12-INCH FULL DEPTH RECLAMATION	\$1,032,095	\$1,567,974	\$1,631,634	\$1,726,566
BID B - EAST OLIVERA ROAD 10-INCH FULL DEPTH RECLAMATION AND BASE REPAIRS	\$575,606	\$747,242	\$850,488	\$940,513
<b>ADDITIVE BID 1:</b> BID D - EAST OLIVERA ROAD FIBER OPTIC CONDUIT AND PULLPULL/SPLICE BOXES	\$24,813	\$97,540	\$126,620	\$151,148
<b>TOTAL BASE BID PRICE (TOTAL OF BIDS A, B AND D)</b>	<b>\$1,632,514</b>	<b>\$2,412,756</b>	<b>\$2,608,742</b>	<b>\$2,818,227</b>
<b>BID ALTERNATE:</b> BID C - EAST OLIVERA ROAD 4-INCH COLD IN-PLACE RECYCLING AND BASE REPAIRS	\$549,235	\$819,852	\$883,753	\$1,062,522

The low bid was higher than the engineer’s estimate; the bidding climate is currently in the contractors’ favor where they can demand higher pricing for work because there is so much work available. Even with the pricing higher than anticipated, the City Engineer recommends that the City proceed with the work. Based on the increased

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pricing of the Alternate Bid (alternative construction method for the East Olivera portion of the project), the City Engineer recommends that the contract be awarded with the Base Bid full depth reclamation method for rehabilitation of Olivera Road from Port Chicago Highway to Wexford Drive.

Staff contacted the low bidder to obtain confirmation of their bid amount. Ghilotti Construction confirmed that they are ready to perform the work as bid. Staff has completed its analysis of the Ghilotti Construction bid, determined that they possess an appropriate and valid contractor's license and are not on any debarred list. Additionally, they and all of 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.

### Professional Services Agreement for Construction Management

During the construction bid period, staff solicited and received proposals for construction management (CM) and inspection, and materials testing services for the project from two firms: CSG Consultants and Park Engineering. Both firms provided excellent proposals for CM services. CSG Consultants (CSG) demonstrated an in-depth understanding of the project scope, plus their project approach, allocation of staff for this project, and a very impressive review from three different agencies regarding their performance in past projects made them the top choice. Additionally, though not a key criteria in selection, the CSG proposal was slightly less costly. See Attachment 4 for a comparison of the two proposals received.

Staff negotiated an agreement in the amount of \$160,590 with CSG for construction management and inspection services. This cost is approximately 6.7% of the total construction cost which falls within the lower range of costs for this type of work. Additionally, to provide for project management and contracting efficiencies, the City incorporated materials testing services into the contract. The additional cost for the materials testing services is \$20,000 and has been included into the total contract costs. The total proposed CSG contract with the materials testing services will be \$180,590 (which equates to 7.5% of the construction costs). CSG will subcontract to Summit Associates for materials testing services. Summit Associates' costs are included within the CSG contract amount. The proposed Agreement has been reviewed by the City Attorney's office (Attachment 3).

### **Environmental Review**

This project is Categorically Exempt from further review under the provisions of the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15301 "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) and Section 15304

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“Minor Alterations to Land” as the project includes minor work on pedestrian and bike path on existing rights-of-way. The Notice of Exemption will be filed with the County Clerk’s Office after City Council approval of contract award.

### **Financial Impact**

To award the Base Bid and also provide for construction management, inspection and testing services, staff oversight, and an appropriate contingency of 10%, a total of \$2,800,000 is required. The available funds in the project account after accounting for the project design and bidding is approximately \$2,600,000. Staff recommends a budget transfer of \$200,000 from the Pavement Management Annual Program (Holding Account – Fund 400) Project No. 2157 to fully fund this work. Adequate funds are available in this account for the transfer.

To award the Additive Bid 1 for concurrent fiber optic infrastructure installation and to provide for the associated construction management, inspection and testing services, staff oversight and an appropriate contingency of 10%, a total of \$126,800 is required. A budget transfer in the amount of \$126,800 is recommended from the Information Technology Operating Fund (Fund 634) to fully fund this work. Adequate funds are available in this account for the transfer.

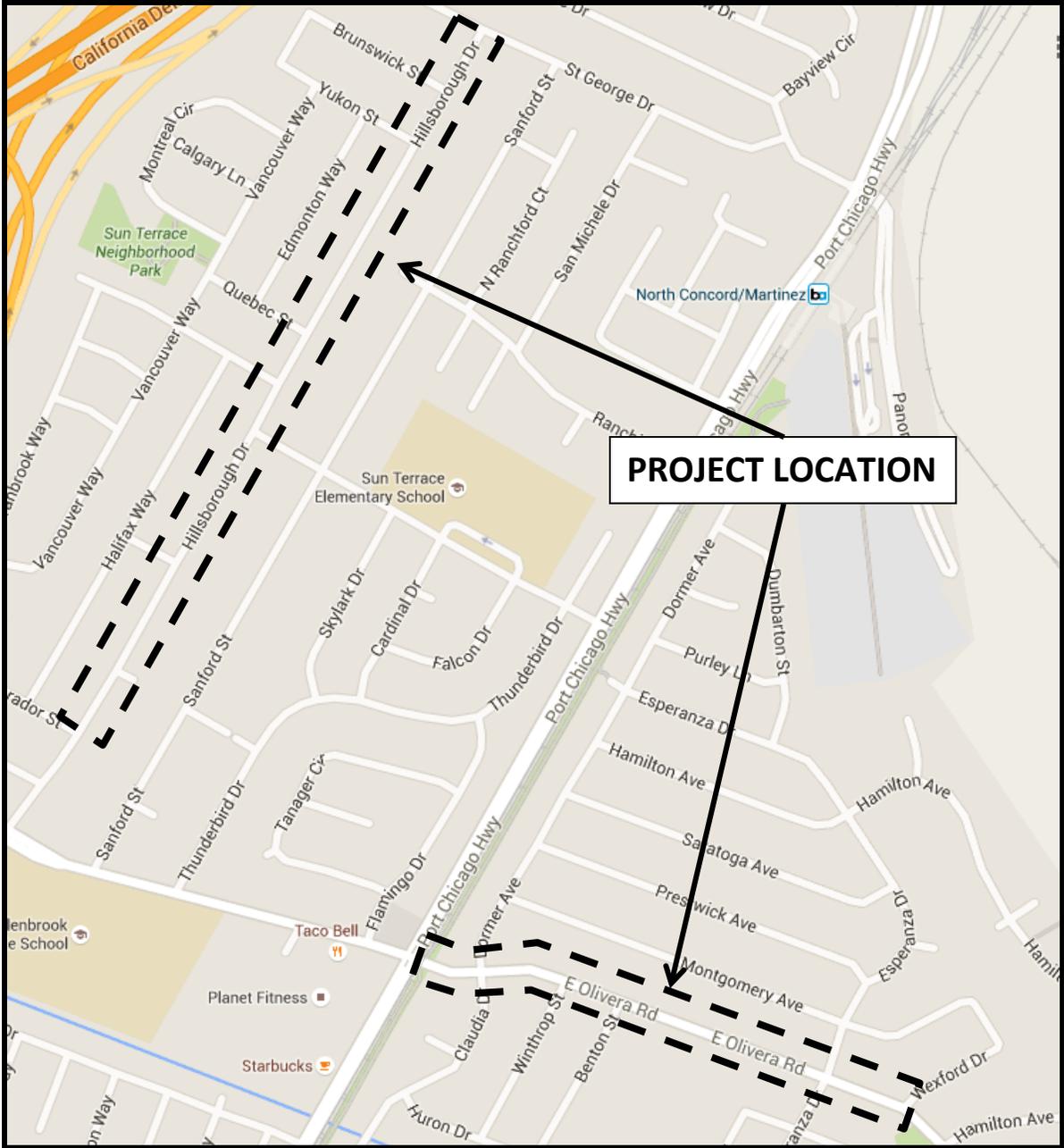
With City Council approval of the recommended budget transfers described above, there will be sufficient funds in the budget of Project No. 2359 for the award of the Base Bid and Additive Bid 1, to provide for construction management, construction inspection, material testing services, and a construction contingency of 10% of the contract amount.

### **Public Contact**

The City Council Agenda was posted.

### **Attachments**

1. Location Map
2. Bid Summary
3. Professional Services Agreement
4. Summary of Construction Management Proposals



**PROJECT LOCATION MAP**

**Measure Q Pavement Repair Project #1 (PJ 2359)**

Hillsborough Drive (from Labrador Street to St. George Drive) & E. Olivera Road (from Port Chicago Highway to Wexford Drive)

**City of Concord  
Bid Sheet**

**PROJECT #2359**

**Hillsborough Dr. and E. Olivera Rd.**

**Bid Opening:**

**Thursday,  
July 7, 2016  
2:00 p.m.**

**City Manager's Conference**

**Room** Engineer's Estimate: \$1.6 - 1.8 Million

To be awarded:

COMPANY	TOTAL BID
Ghilotti Construction Company 246 Ghilotti Avenue Santa Rosa, CA 95407	\$2,412,756.40
Graniterock 120 Granite Rock Way San Jose, CA 95136	\$2,608,742.45
Ghilotti Bros., Inc. 525 Jacoby Street San Rafael, CA 94901	\$2,818,226.65

**AGREEMENT FOR PROFESSIONAL SERVICES**

1 THIS AGREEMENT ("Agreement") is entered into on August 3, 2016 between the City of  
2 Concord ("CITY") and **CSG Consultants Inc.**, 6200 Stoneridge Mall Road, Suite 300, Pleasanton,  
3 California 94588 ("CONSULTANT").

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

6 The CITY desires to contract with CSG Consultants Inc. and CSG Consultants Inc. to contract  
7 with the CITY for provision by CSG Consultants Inc. to the City for professional services with  
8 **Measure Q Pavement Repair Project 1 – Hillsborough Drive and East Olivera Road, Project**  
9 **Nos. 2359**, 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 **August 3, 2016** and expire on **June 30,**  
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,**  
27 **materials testing, and inspection services** for Measure Q Pavement Repair Project 1 – Hillsborough  
28 Drive and East Olivera Road, Project Nos. 2359, described in detail in Exhibit A, a proposal from

1 CSG Consultants Inc. dated July 11, 2016, attached hereto and made a part hereof. CITY retains all  
2 rights of approval and discretion with respect to the projects and undertakings contemplated by this  
3 Agreement.

4 **3. PAYMENT.** The compensation to be paid to CONSULTANT including payment for  
5 professional services and reimbursable expenses, shall be at the rate and schedules in detail in Exhibit  
6 A. However, in no event shall the amount CITY pays CONSULTANT exceed one hundred eighty  
7 thousand, five hundred and ninety dollars (**\$180,590**) for the term of this Agreement. Any  
8 Amendment to this Agreement that includes an increase to this compensation amount shall be made in  
9 accordance with Section 5 below.

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

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

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

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

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

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

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

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

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

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

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

13 **10. INDEMNIFICATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25           **C.    Solicitations for Subcontractors including Procurement of Materials and**  
26 **Equipment.** In all solicitation, either by competitive bidding or negotiations, made by  
27 CONSULTANT for work to be performed under a subcontract including procurement of materials or  
28

1 leases of equipment, each potential subcontractor, supplier or lessor shall be notified by  
2 CONSULTANT of CONSULTANT'S obligation under this Agreement and the regulations relative to  
3 nondiscrimination on the grounds of race, religion, color, sex, or national origin..

4 **16. CONFLICT OF INTEREST.**

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

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

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

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

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

24 **18. CHOICE OF LAW.** This Agreement shall be construed and interpreted in accordance  
25 with the laws of the State of California, excluding any choice of law rules which may direct the  
26 application of the laws of another jurisdiction. In the event that suit shall be brought by either party  
27 hereunder, the parties agree that trial of such action shall be held exclusively in a state court in the  
28

1 County of Contra Costa, California.

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

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

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

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

1 venture or partnership between the parties. CONSULTANT, its officers, employees and agents shall  
2 not have any power to bind or commit the CITY to any decision.

3 **23. FINANCIAL RECORDS.** Records of CONSULTANT's direct labor costs, payroll  
4 costs, and reimbursable expenses pertaining to this project covered by this Agreement will be kept on  
5 a generally recognized accounting basis and made available to CITY if and when required.

6 **24. NOTICES.** All notices required hereunder shall be in writing and mailed postage  
7 prepaid by certified or registered mail, return receipt requested, or by personal delivery to the CITY's  
8 address as shown below, or such other places as CITY or CONSULTANT may, from time to time,  
9 respectively, designate in a written notice given to the other. Notice shall be deemed received three  
10 (3) days after the date of the mailing thereof or upon personal delivery.

11 To CITY:

**Robert Ovadia, City Engineer  
Community & Economic Development Department  
City of Concord  
1950 Parkside Drive  
Concord, CA 94519-2578  
Phone: (925) 671-3470**

15 To CONSULTANT:

**Nourdin Khayata, Vice President  
CSG Consultants Inc.  
6200 Stoneridge Mall Road, Suite 300  
Pleasanton, CA 94588  
Phone: (925) 931-0370**

18  
19 **25. NON-LIABILITY.** No member of the CITY and no other officer, employee or agent  
20 of the CITY shall be personally liable to CONSULTANT or otherwise in the event of any default or  
21 breach of the CITY, or for any amount which may become due to CONSULTANT or any successor in  
22 interest, or for any obligations directly or indirectly incurred under the terms of this Agreement.

23 **26. EXECUTION.** Each individual or entity executing this Agreement on behalf of  
24 CONSULTANT represents and warrants that he or she or it is duly authorized to execute and deliver  
25 this Agreement on behalf of CONSULTANT and that such execution is binding upon  
26 CONSULTANT.

27 This Agreement may be executed in several counterparts, each of which shall constitute one  
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**

7 **CITY OF CONCORD, a Municipal**  
8 **Corporation**

9 By: \_\_\_\_\_  
10 Name: Nourdin Khayata, PE  
11 Title: Vice President  
12 Address: 6200 Stoneridge Mall Road  
Pleasanton, CA 94588  
13 Telephone: (925) 931-0370

9 By: \_\_\_\_\_  
10 Name: Valerie Barone  
11 Title: City Manager  
12 Address: 1950 Parkside Drive  
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

19 FINANCE DIRECTOR'S CERTIFICATION:

20 Concord, California

21 Date: \_\_\_\_\_, 2016

23 I HEREBY CERTIFY THAT ADEQUATE FUNDS EXIST OR WILL BE RECEIVED  
24 DURING THE CURRENT FISCAL YEAR 2016/17 TO PAY THE ANTICIPATED  
25 EXPENSES TO BE INCURRED PURSUANT TO THIS CONTRACT.  
26 THE SUM OF **\$180,590**

25 Account Code:

27 \_\_\_\_\_  
28 Finance Director's Signature



July 11, 2016

Mario Camorongan  
Senior Civil Engineer –Capital Projects  
City of Concord  
1435 Gasoline Alley  
Concord, CA 94520

**Re: Proposal for PJ2359: Measure Q Pavement Repair Project 1 – Hillsborough Drive and East Olivera Road**

**CSG Consultants, Inc.** (CSG) is pleased to present this proposal to provide construction management services for the PJ2359: Measure Q Pavement Repair Project 1 – Hillsborough Drive and East Olivera Road (Project) for the City of Concord (City).

Based on our meeting with the City and our thorough review of the project plans and specifications, we understand that this project involves pavement rehabilitation using cold in-place recycling and full depth reclamation methods, adjustments to the existing utility covers, replacement of crosswalks, speed humps, traffic striping and pavement markings, and installation of traffic detector loops and fiber optic conduits and splice boxes. The project also requires special attention to maintain the accessibility and safety of pedestrian and bicycle traffic as well as to minimize the impacts to the commuters, park visitors and adjacent residents when implementing traffic control measures during construction. With our extensive experience in overseeing the construction of a number of similar pavement rehabilitation projects, CSG is well suited to provide our exceptional expertise and knowledge to complete this project successfully for the City.

For this project, CSG proposes **Mohinder Sharma, PE, TE**, as the Resident Engineer. He brings over 40 years of construction management and civil engineering experience of municipal projects. He will oversee and manage the construction management team for the entire duration of the project. **Bassam Badr**, with over 28 years of experience, will serve as the Assistant Resident Engineer / Office Engineer. He recently retired from Caltrans where he served as a resident engineer / assistant resident engineer on many projects including multiple pavement rehabilitation projects. **Curtis Brian** will serve as the Construction Inspector. He has 16 years of experience in the construction industry. He has recently served as the inspector for pavement rehabilitation project in the City of Santa Clara.

CSG will also utilize **Summit Associates (SA)** for material testing. SA is a Concord based materials testing firm and is Caltrans certified.

As requested, our fee proposal is provided in the separate sealed envelope.

We look forward to the opportunity to work for the City of Concord. If you have any questions, please contact me at 650 522-2524.

Sincerely,

A handwritten signature in black ink, appearing to read 'Nourdin Khayata', written over a light blue horizontal line.

**Nourdin Khayata**  
*Vice President, Construction Management*

CSG has provided construction management services for capital improvement projects to many jurisdictions throughout the Bay Area. Project types include street rehabilitation, street construction, drainage, bike lanes and trails, highway ramps and interchanges, lighting and signals, roundabouts, grading, irrigation and landscaping, signing and striping and water/wastewater. The following are examples of projects that CSG has performed construction management services previously. Additional projects and references may be provided upon request.

### 2015 Street Resurfacing Project | Town of Hillsborough, CA

The Street Resurfacing Project consisted of street rehabilitation work for approximately 2.6 miles of roadways at various locations throughout Town. The rehabilitation included Asphalt Concrete Overlay, Cape Seal, Microsurfacing, and Crack Sealing treatments. The primary factor for choosing which streets to receive which type of rehabilitation method was the Pavement Condition Index (PCI) of each roadway. The Project Inspector was on site full time observing the construction activities. The responsibilities of the Inspector included verifying limits of work, observing the placement of materials and ensuring they are in accordance with the Design and Specifications, as well as to document the construction activities and reporting to the Resident Engineer of the progress. The Inspector maintained a Daily Report outlining that type of work performed as well as the crews and equipment utilized on site, and provided photographic documentation to support the written report. The Project Inspector was also responsible for keeping up to date quantities and red-lines of any changes to accurately record any approved changes to the contract documents.

**REFERENCE:** Paul Willis | Public Works Director | Town of Hillsborough | (650) 375-744  
**COMPLETION DATE:** 2015  
**PROJECT COST:** \$2,030,000

### Hillside Boulevard Rehabilitation and Beautification | Town of Colma, CA

CSG provided construction management and inspection services for the beautification and rehabilitation of 1.5 miles of Hillside Boulevard, spanning from the Daly City city limit to the South San Francisco city limit. The project included a new roadway section, sidewalks, lighting, signal modifications, storm drains, rain gardens with bio-retention, PG&E gas and electric relocation, irrigation, landscaping, signage, striping and structural traffic calming elements. CSG managed this project from the completion of the design, bidding through project completion.

**REFERENCE:** Sean Rabe | City Manager | Town of Colma | (650) 997-8300  
**COMPLETION DATE:** 2014  
**PROJECT COST:** \$2,000,000

### Union City Boulevard Corridor Improvement | City of Union City, CA

CSG provided resident engineer and inspection services for this federally-funded project. CSG staff was responsible for generating payment quantities, writing contract change orders, reviewing and approving contractors' submittals, and supervising testing services. The project scope consisted of widening Union City Blvd. from Smith St. to a point 600 feet south of Alvarado Blvd. to accommodate the installation of bicycle lanes. The widening of the roadway was from the existing center medians, leaving the outside curb, sidewalk and landscaping significantly unaffected by this project. The project was located on a heavily traveled city street, which required precise scheduling and coordination to minimize the construction impact to the public.

**REFERENCE:** Michael Renk | Civil Engineer | City of Union City | (510) 675-5303  
**COMPLETION DATE:** 2013  
**PROJECT COST:** \$1,400,000

### **Butterfield Boulevard South Extension Project | City of Morgan Hill, CA**

CSG provided construction inspection services for this Capital Improvement Project for the City of Morgan Hill. The project involved a 4,000 LF extension of Butterfield Boulevard, a four lane roadway, from Tennant Avenue to Watsonville Road, including a grade separation structure over the Union Pacific Railroad tracks and Railroad Avenue, mechanically stabilized earth retaining walls to support the grade separation approaches, a storm water channel, 30 acres of detention basins/flood control structures, and over 400,000 cubic yards of earthwork. Specific work items include, but are not limited to, erosion control, traffic control, earthwork, grading, paving, curb/gutter and sidewalk, medians, 12" DIP water line, 12" PVC sewer main, storm drain system, bore-and-jack under UPRR, bridge structure, box culverts, retaining walls, LED street lights, traffic signal modifications, signing/stripping, fencing, landscaping/irrigation, and landscape maintenance. This phase provided capacity to this critical north-south corridor as a bypass to the downtown area.

**REFERENCE:** Julie Behzad | *Senior Civil Engineer* | City of Morgan Hill | (408) 776-7337

**COMPLETION DATE:** 2013

**PROJECT COST:** \$40,000,000

### **Imjin Parkway Bike Lane Improvements | City of Marina, CA**

CSG provided full construction management services including resident engineer, assistant resident engineer/office engineer, and construction inspector for this 3.2 mile Class II bike lane project. This project was funded from the 2010 Regional Transportation Improvement Program and increased the capacity of the regional bicycle network. With work being on a highly trafficked corridor, CSG's construction management team had to take necessary measures to ensure traffic was properly managed. A portion of the paving was done at night to reduce the impact on traffic.

**REFERENCE:** Dan Paolini | *Building Official* | City of Marina | (831) 884-1212

**COMPLETION DATE:** 2014

**PROJECT COST:** \$2,000,000

### **Hickey Boulevard Improvements Project | City of Daly City, CA**

CSG staff provided inspection for this federally funded resurfacing project which included road grinding, excavation, asphalt concrete repairs and overlay, utility manhole frame and cover and box adjustment and replacement, pavement striping, and marking of installation work. In addition to inspection, CSG staff coordinated with local businesses to limit any impact to the businesses and completed Caltrans daily and weekly reports.

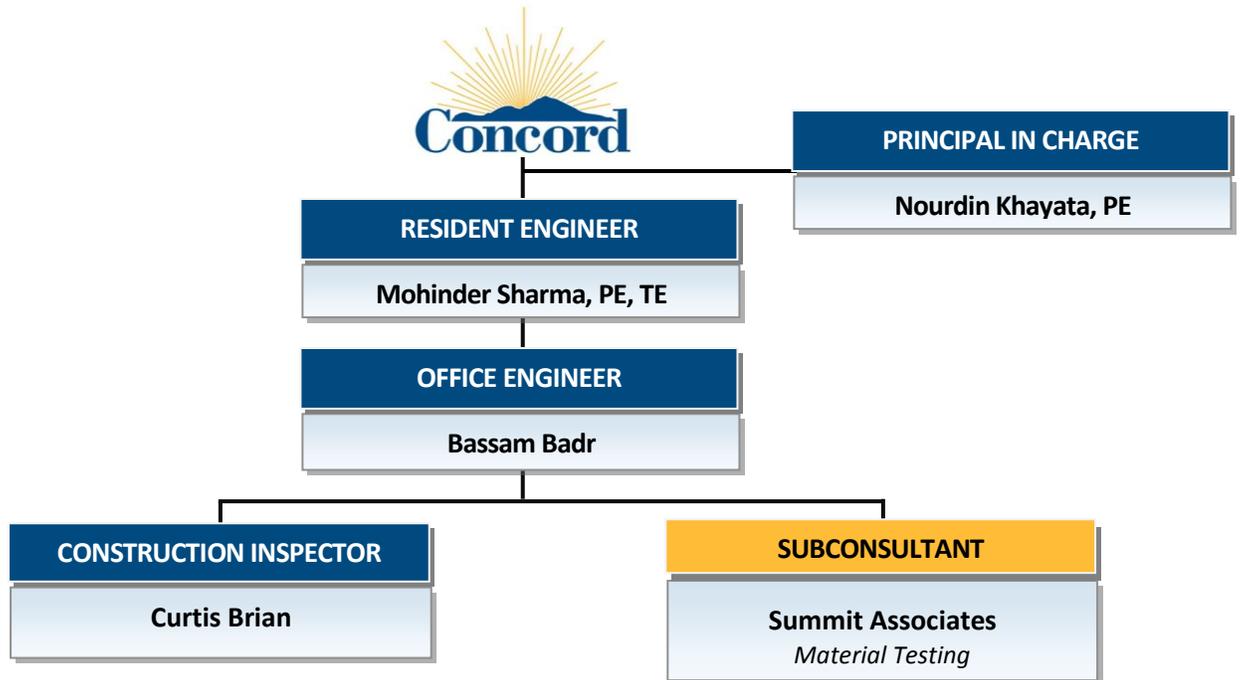
**REFERENCE:** Hae Won Ritchie | *Civil Engineering Associate* | City of Daly City | (650) 991-8165

**COMPLETION DATE:** 2014

**PROJECT COST:** \$1,400,000

# Staff Qualifications

Below is CSG’s proposed organizational structure and brief staff bios for the City’s review. Proposed staff resumes are provided at the end of this proposal. The proposed team is fully committed to this project for its entirety.



**Mohinder Sharma, PE, TE**, will serve as the part time Resident Engineer for this project. He has over 40 years of municipal and construction management experience. Mr. Sharma has served as the City Engineer for the cities of Martinez, Half Moon Bay, Daly City, and Monte Sereno. He’s knowledgeable in managing a project throughout all phases from inception to construction.

**Bassam Badr** will serve as the Assistant Resident / Office Engineer for this contract, assisting Mr. Khayata as needed. Mr. Badr has over 28 years of construction management and civil engineering experience serving the California Department of Transportation. He has most recently served as a Resident Engineer for various maintenance and rehabilitation projects for the highway transportation system within the Counties of San Francisco and San Mateo. His experience includes underground utilities, drainage systems, pavement, interchanges, and highways. Mr. Badr will perform office engineering and as needed inspection during peak periods or when the contractor is working in multiple locations throughout the City as well as assist Mr. Khayata in managing the project. He will be utilized on a full time basis.

**Curtis Brian** is an inspector with over 16 years of experience in the construction industry. His experience includes performing inspection of all facets of public works and development projects. He has recently completed an assignment in the City of Morgan Hill working on the downtown revitalization project, part of the master development for the City. Mr. Brian is a thorough and detailed individual. Prior to joining CSG, he served as a construction inspector for the City of San Leandro. Mr. Brian will be performing full time field inspection.

## PROJECT UNDERSTANDING

The City of Concord’s Engineering Services Division of the Community and Economic Development Department is currently seeking professional services proposals for construction management, inspection and material testing for the **PJ 2359: Measure Q Pavement Repair Project 1 - Hillsborough Drive and East Olivera Road**. The project locations, as stated in their corresponding bid schedule, are as follows:

**Base Bid Schedule A:** Hillsborough Drive between Labrador Street and St. George Drive – 12-Inch Full Depth Reclamation;

**Base Bid Schedule B:** East Olivera Road between Port Chicago Highway and Willow Pass Road – 10-Inch Full Depth Reclamation and Base Repairs;

**Alternate Bid Schedule C:** East Olivera Road – 4-Inch Cold-In-Place Recycling and Base Repairs;

**Additive Bid Schedule D:** East Olivera Road – Fiber Optic Conduit and Pull/Splice Boxes.

### Scope Of Work

We have discussed the project with City staff and understand the scope of services. We also examined the construction plans and specifications to verify the existing conditions and scope of pavement repair work at each location.

The work, in general, includes pavement rehabilitation and reconstruction using cold in-place recycling and full depth reclamation methods, base repairs, reconstruction of sidewalk, ADA ramps, valley gutters, and driveways, adjustments of existing utility and monument covers to finished grade, potholing of existing utilities, and replacement of striping and pavement markings. Additional improvements including new Class III bike routes with sharrows and reconstruction of existing speed humps along Hillsborough Drive. Installation of fiber optics conduits and splice boxes are being proposed along the eastbound side of East Olivera Road between the Pixieland Amusement Park frontage and Willow Pass Road. Traffic detector loops will also be installed at the east intersection leg of East Olivera Road and Port Chicago Highway. The existing mid-block ladder crosswalk will be reinstalled on East Olivera Road between Benton Street and Esperanza Drive.

### Project Duration

The project is expected to commence in August 2016. Per the project specifications, the contractor is expected to complete the Base Bid and Alternative Bid items only in approximately 70 working days and an additional 20 working days to complete Additive Bid items. The estimated cost of construction is approximately \$1,800,000.

### Critical Issues To Manage

Hillsborough Drive and the segment of East Olivera Road between Port Chicago Highway and Hamilton Avenue are two lane residential streets with parking lanes in both directions. The remaining segment of East Olivera Road is a two lane road with shoulders only, which serves as the only access to the Pixieland Amusement Park and Willow Pass Community Park. Based upon our site visits and given the proximity to the adjacent residential area, amusement park and community park, we understand that maintaining vehicular access and pedestrian and bicycle safety during construction will be paramount in our review and enforcement of the related traffic control submittals.

Since the Contra Costa Water District (CCWD) will be constructing a new water main along Hillsborough Drive between Labrador Street and Floyd Lane during the Summer of 2016, coordination will be necessary between the CCWD and contractor regarding the timing of street closure for construction of concrete works, alignment and depth of new water main, fire hydrant connections, water services and locations of water related appurtenances. Shell, Philips 66 and Kinder Morgan have their existing buried gas lines running along

East Olivera Road and they will be notified prior to the beginning of construction for field markings of their facilities for potholing. We will pay close attention to the staging and sequencing of this project to minimize impacts and maintain access along this important corridor.

It will be the responsibility of CSG's Resident Engineer and the inspector to manage issues as they arise. As issues are identified, we will communicate them to the City's Project Manager with recommended solutions so corrective actions can be implemented to minimize construction delays or claims. Our team has the experience of managing similar project, which gives us a unique understanding and being able to anticipate what can be expected.

## **Material Testing**

In accordance with the City of Concord's Quality Assurance Program (QAP), CSG will ensure that the appropriate material testing occurs in a timely manner. This work will include collection and testing for structural concrete, compaction curves and compaction testing, and hot mixed asphalt (HMA) sample collection and testing.

## **APPROACH FOR CONSTRUCTION MANAGEMENT**

The construction management team, consisting of Mr. Sharma, Mr. Badr and Mr. Brian, will manage this project from the pre-construction phase through close out. Below is a list of the tasks that will be undertaken by the team.

### **Pre-Construction Phase**

The team will prepare a preconstruction agenda and invite all stakeholders to the meeting. At the meeting all procedural as well as critical elements of the project will be discussed. This includes the schedule, working days, staging, equipment storage, lane closure, working hours, housekeeping, and storm water compliance. Meeting minutes will be taken and distributed to all parties.

Mr. Khayata and Mr. Badr will receive submittals including all the Mix designs, traffic control plans, SWPPP and other pertinent submittals. Both of them will coordinate the submittals and preconstruction meeting with the City Project Manager to keep him up to the progress. Mr. Badr will set up the files and documents in order to keep all the paper work in order throughout the project.

Mr. Brian will participate in the preconstruction conference and will take preconstruction picture as a part of the documentation needed for the project.

### **Construction Phase**

During the Construction Phase, CSG will be responsible and will enforce requirements typically requested by jurisdictions.

- Providing detailed documentation using the City-preferred form of documentation
- Daily inspector's report
- Tracking of any subcontractor's work
- Any safety issues regarding contractor
- Maintaining project files
- Date and time stamping of all documents
- Maintaining Submittal Logs
- Maintaining Submittal Distribution Lists
- RFI log (submittal, review, and return)
- Correspondence logs and tracking
- Tracking status of contract change orders
- Tracking status of RFI's
- Tracking potential claims
- Tracking weekly statements of working days
- Tracking Buy America and other contract requirements
- Documenting contractor's detours, lane closures and staging plans
- Documenting contractors' labor compliance performance
- Approve "Schedule of Values" submitted by contractor
- Provide monthly reports documenting construction progress, etc.
- Provide expenditure report
- Tracking progress pay estimates and overall project budget

**Monitor Contractor's Performance**— Throughout the project, Mr. Brian and Mr. Badr will enforce all requirements of applicable codes, specifications, and contract drawings. There will be daily communication and coordination with the contractor to limit miscommunication and resolve issues on the field. It's critical that AC quantities are calculated on a daily basis and compared with the estimated quantities in the plans. This proactive approach will identify any overruns early so that the proper steps can be taken early. The City project manager will be kept abreast the progress and in case of any discrepancy in quantities.

**Construction Schedule Monitoring**— The team will conduct weekly project meetings to review the project's status, update the project schedule, discuss any outstanding items, resolve disagreements and work collaboratively towards the successful completion of each phase of the project. The contractor's construction schedule will be used during these meetings as a tool to track the progress of construction relative to the allowable working days and approved budget. All changes that impact the baseline schedule will be closely monitored and discussed at the weekly meetings. Schedule updates are critical for accurately monitoring the Contractor's progress, and evaluating potential claims and CCO's that might arise.

**Weekly Statement of Working Days**—our Assistant Resident Engineer/Office Engineer will monitor and document working days weekly per the Caltrans Local Assistance Procedures Manual (LAPM). This includes contract times and documenting time extensions.

**Daily Inspector Report**— CSG uses an effective and detailed report system that tracks contractor personnel and equipment, work progress and field changes while coordinating with the contractor daily to reduce confusion. This system has proved to be a useful and important component in the reduction of future issues. Our Inspector's report will be accompanied by daily photos.

**Maintaining Photos and Videos**—Photos will be taken continuously during construction. All signage and lane closure setups will be documented and photos taken to illustrate prior striping and, in case of accidents, to provide documentation of the change associated with the ongoing work. A similar procedure undertaken at the beginning of construction will also be done at project closeout. Photos will be taken of the completed project and will be part of the final package to be submitted to the City with all project documents.

**Managing Change Orders**—Mr. Brian and Mr. Badr will bring any unforeseen changes to the attention of M. Khayata and Project Manager. Should a change be identified and justified, a change order will be drafted by Mr. Badr and Mr. Sharma for the approval by the City. The City's Project Manager will be brought to speed on any change order that is warranted. Upon the issuance of a change order, the work will be monitored and tracked, including labor, equipment, and materials. On a force account change order, our inspectors employ a technique of requiring the Contractor's foreman to agree to and sign the work order to eliminate disputes at the time of payment.

**Managing Claims**—CSG's knowledgeable staff will utilize its understanding of the design process, contract language, scheduling, construction techniques, and costs to provide the City with critical information it needs to manage construction claims. CSG will provide the City with an assessment of the outstanding issues. Mr. Sharma will take the lead in managing claims should any arise. Our staff will assist in developing a strategy to resolve claims and disputes.

**Requests for Information (RFI's)/ Design Clarifications**— Mr. Sharma and/or Mr. Badr will receive and process all RFI's from the contractor. They will conduct meetings if required to define, clarify and resolve all RFI's expeditiously. They will prepare responses to RFI's to the extent possible. All of their direct responses will be in writing and will be answered within 24 hours. If an RFI requires the input of the designer, they will immediately provide a copy (via e-mail or fax) of the RFI to the designer and will follow-up with a phone call to discuss the nature of the request. The City's Project Manager will be kept informed of all design-related RFI's. Records of all RFI's and responses to the contractor will be properly filed and will be available at all times.

**Progress Payments**—Mr. Badr and Mr. Brian will be responsible for reviewing and recommending progress payments to contractor. Progress payment records will be maintained, and measurement and payment will be made in accordance with the contract documents and the City's procedures for progress payments. Inspector records will be used to corroborate contractor requests. Mr. Brian will meet with the contractor representative to compare item quantities at the end of each shift or when the contractor is performing item

quantity measurements. This procedure eliminates most, if not all, conflicts at the time of progress payment submittal and processing. Since this predominantly a paving project, quantities will be based on tags collected.

Our team will also submit a monthly budget status review document to the City's Project Manager that provides an overview of project's financial status, a projection for anticipated future costs, and an update of the overall budget status versus the contractor's construction progress. CSG's inspectors will measure and track quantities on a daily basis, in conjunction with preparation of the daily field report. These quantities will be measured and compared with the measurements taken by the contractor's superintendent so that potential conflicts can be resolved prior to the submission of a progress payment. At the end of the agreed upon pay period, the Contractor's progress payments will be reviewed for accuracy.

**Labor Compliance**—Mr. Badr will verify the contractor's compliance with labor laws, including performing spot check labor surveys and interviews and verifying certified payrolls to make sure the contractor is paying prevailing wages to its employees. They will report their findings to the City's labor compliance officer in a manner and frequency that is acceptable to the labor compliance office.

**Non Compliant Work**—Mr. Brian will use the mini memo out on the project to inform the Contractor of non-compliance of the Project Plans or Specifications. In addition, they will include the non-compliance in the inspector's daily diary. Our inspectors will immediately report non-compliance work, so that an official letter is prepared to communicate to contractor and City Project Manager. All reporting of non-compliance work will be accomplished within 48 hours after the occurrence to facilitate the Contractor's timely correction of the deficiencies.

**Final Inspection Punch List**—With every project, the inspector generates a document listing work that does not conform to contract specifications. The inspector will work with the contractor to ensure proper completion of all projects prior to final payment. A walkthrough with all stakeholders will be conducted and a punch list will be developed for the contractor to complete. No project is fully completed until all punch list work is addressed and finalized.

**Record File**—Inspectors will ensure that the contract administration, documentation, and filing system are prepared and maintained in accordance with CSG's Construction Management Filing System. Our construction managers have used this program successfully on several large construction projects to monitor, coordinate, review and respond to, for example, submittals, RFI's, potential changes, and change orders. The construction management filing system allows the project manager to track all areas of coordination to ensure complete and timely accomplishment of critical or time-sensitive items. This system can be tailored to each job and access can be provided to key members of the project team including City staff, the designer, and the contractor. The system enables the team to remain updated on the latest status of submittals, RFI's, and action item ownership.

**Review Traffic Control/Detour Plans**—A CSG resident engineer or assistant resident engineer will review traffic control plans and offer comments to the City. They will see to it that contractor is complying with MUTCD and the City's standards and ordinances. Lane closure can only be allowed in the time window in which it was specified in the project plans or City municipal codes.

## **Post Construction Phase**

A project is only truly completed when all construction is complete, including the punch list items; the final payment is approved and accepted; and the project paperwork is completed and archived. Tasks performed under this phase include:

- Completion of all project documentation, change order summary, final detailed estimate, project acceptance documentation, and a claims management/resolution
- Final walkthrough involving the contractor, the City, engineering and maintenance staff, the designer and other relevant stake holders
- Completion of all items on the final construction punch list
- Preparation of final payment estimate and resolving all of the contractor's exceptions to proposed final estimate
- Preparing a final construction project report per Chapter 17 of the LAPM
- Preparation of final "As-Built" records including record drawings and all discovered utility locations and changes

Our construction management team is experienced to be ahead of the contractor, identifying areas of conflicts or discrepancies. The key to managing budget and schedule is to, the greatest extent possible, recognize those areas, and find a solution before they cause delays. This will help the project stay on budget and schedule.

# Resumes

Detailed resumes for our proposed staff are provided on the following pages.

# Mohinder Sharma PE, TE

Principal Engineer



## LICENSES and CERTIFICATIONS

Professional Civil Engineer  
State of California  
| 25039  
  
Licensed Traffic Engineer  
State of California  
| 1166

## EDUCATION

Master of Science, Civil Engineering  
Punjab University  
| India

Mr. Sharma has extensive knowledge and over forty years of municipal engineering experience, including thirty-one years as City Engineer for the cities of Daly City, Half Moon Bay, Martinez, and Monte Sereno. He has helped municipalities secure several million dollars in grant funds from several federal, state and regional agencies. He supervised timely completion of design, environmental / right-of-way certifications, permits, construction inspections, and contract administration of various capital improvement projects related to streets, traffic, water distribution, sewer collection, drainage improvements, slope stabilization, erosion control, closed landfill maintenance, streetscape enhancements, utility undergrounding, public building and ground improvements, and pedestrian / bicycle improvements. He skillfully utilizes his extensive experience to develop and refine project work scopes through collaboration with various stake-holders, including users, maintenance staff and fund administrators.

Mr. Sharma also has excellent knowledge of land subdivision and development procedures, traffic engineering, assessment procedures, grading, permitting and other municipal engineering related work. He has a broad understanding of Caltrans and other regulatory agencies' processes and standards and various regulatory agencies. His significant work experience is summarized as follows:

## RELEVANT EXPERIENCE

### Principal Engineer | CSG Consultants, Inc., Foster City, CA

Over the past eight years, Mr. Sharma has provided municipal engineering services to clients throughout the Bay Area. His assignments include serving as City Engineer for the Cities of Half Moon Bay and Monte Sereno, CIP Manager for the City of Campbell, and Acting Public Works Director for the Town of Woodside.

### City Engineer | City of Daly City, CA

Mr. Sharma served as the City Engineer for over 20 years. During his time, he developed master plans and capital improvement programs, supervised design and construction of improvement projects, and applied for and secured several grant funds. He also reviewed projects at public meetings to receive input and develop consensus, evaluated impacts of major development proposals on city service facilities, recommended conditions of approvals, and reviewed and approved design and construction activities ensuring public safety and convenience.

### City Engineer | City of Martinez, CA

Mr. Sharma spent six years as the City Engineer for the City of Martinez. He managed the City's capital improvement program and oversaw the design and construction of capital improvement projects.

### Assistant City Engineer | City of Turlock, CA

As the Assistant City Engineer, Mr. Sharma supervised the design and construction of various capital improvement projects and reviewed land development projects under general direction of the City Engineer.

### Associate Civil Engineer | City of South San Francisco, CA

Mr. Sharma was the project manager for street rehabilitation, sewer lift station and traffic improvement projects. He prepared the Police Station site selection report.

# Bassam Badr

Assistant Resident Engineer



## EDUCATION

M.S., Civil Engineering,  
University of Pittsburgh  
| Pittsburgh, PA

Bachelor of Science, Civil Engineering,  
Beirut Arab University  
| Beirut, Lebanon

Mr. Badr has over 28 years of construction management and civil engineering experience serving the California Department of Transportation. He has most recently served as a Resident Engineer for various maintenance and rehabilitation projects for the highway transportation system within the Counties of San Francisco and San Mateo. His experience includes underground utilities, drainage systems, pavement, interchanges, and highways.

## RELEVANT EXPERIENCE

### Resident Engineer | Roadway Improvements, Various Locations, District 4

Mr. Badr served as a Resident Engineer for projects throughout Caltrans District 4. His duties included reviewing contractor submittals, monitoring construction budget, preparing weekly progress reports, reviewing claims, and managing change orders. Notable projects include:

- Pavement concrete slab replacement for four lanes, 8 miles length, on Rte 280 in San Francisco County.
- Construction of Maintenance Vehicle Pullout on various locations for the existing highway facilities.
- Installation of metal beam guardrails throughout the highway systems.
- Install traffic ramp metering elements projects throughout the highway systems.
- Upgrading and replacing drainage systems for the existing roadway facilities on various locations.
- Placement of hot mix asphalt overlay and pavement surface repair projects on various locations.
- Repair bridge pavement surface and structure's joint seals replacement projects.

### Assistant Resident Engineer | Caltrans District 4 – San Francisco and San Mateo Counties

Mr. Badr supervised the work of construction retaining walls, sound walls, MSC walls, concrete barriers, CIDH piles, underground utilities, drainage systems, landscaping, and placement of hot mix asphalt for various projects at various locations throughout Caltrans' District 4. Notable projects included:

- San Francisco International Airport, inbound/Outbound Ramps and structures: This \$120 Million project covered the construction of eight elevated structures along Route 101 and interstate 380 to facilitate access to the newly constructed international airport terminal.
- Ralston Ave/ Marine Parkway Interchange Modification project. This \$15 Million project covered the construction of a new bridge structure and interchange modification from full to partial cloverleaf.
- Bridge's rails replacement: This \$10 Million project covered the replacement of the damaged bridge rails with pre-cast concrete rails, and to install new drainage systems on Rte 101 within the City of San Francisco.
- Widen freeway and install retaining walls & soundwalls: This \$12 million project was to construct an auxiliary lane on both direction of highway 101 between Rte 92 and 3rd Ave in San Mateo County and to install soundwalls and retaining walls.
- Placement of HMA overlay projects: Placement of hot mix asphalt overlay on various locations.

# Curtis Brian

Construction Inspector



## LICENSES and CERTIFICATIONS

Step 4 Engineering Inspector  
General Engineering Contractor | 688336

## EDUCATION

San Lorenzo High School  
| San Lorenzo, CA

Mr. Brian is an inspector with over 16 years of experience in the construction industry. His experience includes performing inspection of all facets of public works and development projects. He has recently completed an assignment in the City of Morgan Hill working on the downtown revitalization project, part of the master development for the City. Mr. Brian is a thorough and detailed individual. Prior to joining CSG, he served as a construction inspector for the City of San Leandro.

## RELEVANT EXPERIENCE

### Construction Inspector | City of Morgan Hill, CA

Mr. Brian performed construction inspection for the City's development of their downtown area. Inspections included streetscape, sewer, water, wastewater, and storm drain improvements for various aspects of this \$25 million program.

### Construction Inspector | City of Santa Clara, CA

Mr. Brian served as a construction inspector for the City's 2015 Pavement Rehabilitation Project. Work included pavement repair (dig-outs), asphalt concrete paving, slurry seal and striping.

### Construction Inspector | City of San Leandro, CA

Mr. Brian conducted field inspections of capital improvement projects, development of right-of-way improvements, and encroachment permits to assure compliance with plans, specifications and codes. He inspected utility companies such as PG&E, EBM, and AT&T on a daily bases for scheduled projects and emergency repairs. Mr. Brian identified construction problems and monitored the correction of projects deficiencies after approval of material and method. He inspected street paving, open cut and trench-less methods for underground utilities and facilities, concrete structures, erosion and siltation control, traffic and public safety, review project constructability during design phase. Some of Mr. Brian's notable projects while working for the City of San Leandro include:

- Kaiser Hospital Site Improvements
- Alameda County Pump Station
- BART City Wide Retrofit
- San Leandro Boulevard Downtown Pedestrian Improvements
- Hesperian Sanitary Sewer Rehabilitation
- Water Pipeline Rehabilitation & Replacement

### Owner and Operator | Step One Services | Walnut Creek, CA

As owner and operator for Step One Services, Mr. Brian was responsible for all field operations and company administration. His tasks included inspection of field aggregate base material for projects in public-right-of-way; testing field aggregate for moisture / density with a non-nuclear test gauge; and providing client with certified compaction report to be in compliance with permit conditions.

### Owner and General Engineering Contractor | East Bay Construction Services | Castro Valley, CA

Mr. Brian was accountable for all field operations and company management. He performed underground construction for commercial and residential buildings, and specialized in horizontal directional drilling and excavation.

# CSG Fee Proposal for PJ2359 Measure Q Pavement Repair Project 1

BASE BID									Additive	
Role	Base Rate	Total Hours						Based Bid Fee	Additive 1	Bid Additive Total
			Aug	Sept	Oct	Nov	Dec			
<b>Pre-Construction Phase</b>										
Construction Manager	\$165	8	8					\$ 1,320		
Assistant Resident Engineer / Office Engineer	\$135	16	16					\$ 2,160		
Construction Inspector	\$115	4	4					\$ 460		
<b>Subtotal</b>		<b>28</b>	<b>28</b>					<b>\$ 3,940</b>		
<b>Construction Phase</b>										
Construction Manager	\$165	70	20	20	20	10		\$ 11,550	10	
Assistant Resident Engineer / Office Engineer	\$135	360	160	80	80	40		\$ 48,600	40	
Construction Inspector	\$115	560	160	160	160	80		\$ 64,400	160	
<b>Subtotal</b>		<b>990</b>	<b>340</b>	<b>260</b>	<b>260</b>	<b>130</b>		<b>\$ 124,550</b>	<b>\$25,450</b>	<b>\$25,450</b>
<b>Post Construction</b>										
Resident Engineer	\$165	10					10	\$ 1,650		
Assistant Resident Engineer / Office Engineer	\$135	20					20	\$ 2,700		
Construction Inspector	\$115	20					20	\$ 2,300		
<b>Subtotal</b>		<b>50</b>					<b>50</b>	<b>\$ 6,650</b>		
<b>Subconsultants</b>										
Material Testing								\$ 20,000		
<b>Subtotal</b>								<b>\$ 20,000</b>		
<b>BASE BID FEE</b>			<b>368</b>	<b>260</b>	<b>260</b>	<b>130</b>	<b>50</b>	<b>\$ 155,140</b>		
<b>COMPLETE FEE (BASE BID + ADDITIVES)</b>								<b>\$ 180,590</b>		

## Labor Fee Summary (Program Mgmt. & Construction Mgmt.)

Role	Rate	Total Labor Fee
Resident Engineer	\$165	\$ 14,520
Construction Inspector	\$115	\$ 53,460
Construction Inspector	\$115	\$ 67,160
Subconsultants		\$ 20,000
<b>BASE BID FEE</b>		<b>\$ 155,140</b>
<b>Additive 1</b>		<b>\$ 25,450</b>

"csg" to unprotect

**Measure Q Pavement Repair Project #1, PJ2359****Breakdown of proposals submitted for Construction Management, Inspection,  
and Material Testing Services**

<b>Consultant</b>	<b>CM &amp; Inspection Costs / % of construction cost</b>	<b>Material Testing Costs</b>	<b>Total Contract Amount / % of construction costs</b>
CSG Consultants	\$160,590 / 6.7%	\$20,000	\$180,590 / 7.5%
Park Engineering	\$168,755 / 7%	\$20,000	\$188,755 / 7.8%