



TO THE HONORABLE MAYOR AND COUNCIL:

DATE: December 9, 2014

SUBJECT: AWARD A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$823,464 TO GRANITEROCK OF SAN JOSE; APPROVE PROFESSIONAL SERVICES AGREEMENT AMENDMENT #1 WITH RBF CONSULTING OF WALNUT CREEK IN THE AMOUNT OF \$29,524 FOR DESIGN SERVICES; APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH SWINERTON MANAGEMENT & CONSULTING OF SAN FRANCISCO IN THE AMOUNT OF \$84,745 FOR CONSTRUCTION MANAGEMENT SERVICES; AND APPROVE A RELATED BUDGET TRANSFER IN THE AMOUNT OF \$100,000 FOR PROJECT NO. 2251 (FARM BUREAU ROAD SAFE ROUTES TO SCHOOL IMPROVEMENTS – WILLOW PASS ROAD TO WREN AVENUE); AND AUTHORIZE THE MAYOR AND CITY MANAGER TO EXECUTE THE AGREEMENTS (FUNDED BY: SAFE ROUTES TO SCHOOL GRANT, MEASURE J, OSIP, AND GAS TAX FUNDS)

Report in Brief

Staff recommends that the City Council approve the following actions for Project No. 2251 (Farm Bureau Road Safe Routes to School Improvements – Willow Pass Road to Wren Avenue):

1. Award a Construction Contract in the amount of \$823,464 to Graniterock of San Jose;
2. Approve Amendment #1 to the Professional Services Agreement with RBF Consulting of Walnut Creek to provide additional Design Services in the amount of \$29,524;
3. Approve a Professional Services Agreement with Swinerton Consulting of San Francisco to provide Construction Management services in the amount of \$84,745;
4. Approve a related Budget Transfer in the amount of \$100,000 from Project No. 2252 (Farm Bureau Road Pavement Reconstruction – Wren Avenue to Clayton Road) (Fund 420) into the project budget for Project No. 2251 (Farm Bureau Road Safe Routes to School Improvements – Willow Pass Road to Wren Avenue); and
5. Authorize the Mayor and City Manager to execute the Agreements, respectively.

AWARD A CONSTRUCTION CONTRACT; APPROVE A PROFESSIONAL SERVICES AGREEMENT AMENDMENT #1; APPROVE A PROFESSIONAL SERVICES AGREEMENT; APPROVE A RELATED BUDGET TRANSFER FOR PROJECT NO. 2251 (FARM BUREAU ROAD SAFE ROUTES TO SCHOOL IMPROVEMENTS – WILLOW PASS ROAD TO WREN AVENUE); AND AUTHORIZE THE MAYOR AND CITY MANAGER TO EXECUTE THE AGREEMENTS

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Background

On December 11, 2012, the City Council approved Project No. 2251 (Farm Bureau Road Safe Routes to School Improvements – Willow Pass Road to Wren Avenue). This project is the recipient of a \$436,600 Safe Routes to School (SR2S) grant to improve student travel for Wren Avenue Elementary School. The project scope includes construction of sidewalk, curb, gutter, ADA ramps, and the installation of a bicycle lane on Farm Bureau Road between Willow Pass Road and Wren Avenue. The construction required the relocation of the existing utility poles and tree pruning to provide for the full cross section of improvements consisting of a 12-foot wide travel lane, a five-foot wide bicycle lane in each direction along Farm Bureau Road from Willow Pass Road to Wren Avenue. The SR2S grant only covers the installation of sidewalk improvements along the west side of Farm Bureau Road and installation of the bike lanes. The project scope has been expanded to include the pavement rehabilitation of the entire street, sidewalk gap closure along the east side near Wren Avenue, and additional street lights along the east side.

On July 22, 2014, the City Council approved a Professional Services Agreement with RBF to provide additional design services in the amount of \$35,063, and approved Amendment #2 to the Professional Services Agreement with Swinerton to provide project management services in the amount of \$9,600 related to the increased project scope. RBF has completed the design of the project, culminating with the production of the Plans, Specifications & Estimate (PS&E) for the construction award bid package. Swinerton is currently completing the Project Management services, which will culminate with the award of this construction contract.

All prospective bidders were required to attend one of two mandatory pre-bid conferences which were held at 10:00 a.m. on October 23 & 27, 2014, to address any questions and to familiarize them with the project and the City's expectations during the construction process. The bid opening was held at 2:00 p.m. on Monday, November 10, 2014. Eight (8) bids were received, ranging from \$823,464 to \$1,010,612 as shown on the Bid Results (Attachment 2). The Engineer's Estimate was between \$800,000-850,000. Graniterock of San Jose submitted the lowest responsive and responsible bid of \$823,464 and was followed by GradeTech, Inc. of Castro Valley at \$841,200.90.

Discussion

CONSTRUCTION CONTRACT

Graniterock's bid of \$823,464 is well within the Engineer's Estimate (\$800,000-\$850,000). Staff has completed its analysis of Graniterock's bid, has verified that Graniterock possesses an appropriate and valid contractor's license, has determined that Graniterock has satisfactory references and experience in the construction of similar projects, and that Graniterock is ready to perform the work. The project schedule calls for commencing construction in January, 2015 with completion in June, 2015. On-site construction is estimated to begin in March, 2015, so that equipment with long lead-times (street lights) can be ordered and continued coordination with utility companies to relocate services, can be completed. Though construction will occur during the school year, the contractor will be required to manage both pedestrian and vehicular

AWARD A CONSTRUCTION CONTRACT; APPROVE A PROFESSIONAL SERVICES AGREEMENT AMENDMENT #1; APPROVE A PROFESSIONAL SERVICES AGREEMENT; APPROVE A RELATED BUDGET TRANSFER FOR PROJECT NO. 2251 (FARM BUREAU ROAD SAFE ROUTES TO SCHOOL IMPROVEMENTS – WILLOW PASS ROAD TO WREN AVENUE); AND AUTHORIZE THE MAYOR AND CITY MANAGER TO EXECUTE THE AGREEMENTS

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traffic in a safe manner with minimal disruption. This construction schedule is consistent with the grant funding requirements.

PROFESSIONAL SERVICES AGREEMENTS

RBF has submitted a proposal in the not-to-exceed amount of \$29,524 for additional Design Services During Construction (DSDC) required for the construction phase of this project. Staff has reviewed the proposal and determined that the RBF assumption of time necessary to complete the project, as well as their rates, allocation of hours and total costs are reasonable for the additional services.

Swinerton has submitted a proposal in the not-to-exceed amount of \$84,745 for Construction Management services. Staff has reviewed the proposal and determined that the Swinerton assumption of time necessary to complete the project, as well as their rates, allocation of hours and total costs are reasonable for this project.

BUDGET TRANSFER

With the FY2014/15 Capital Improvement Program Ten-Year Budget (CIP), Council approved a \$100,000 allocation of OSIP funds for related Project No. 2252 (Farm Bureau Road Pavement Reconstruction – Wren Avenue to Clayton Road). Project No. 2252 will improve pedestrian and bicyclist safety, address rideability issues, and construct missing curb, gutter and sidewalk along Farm Bureau Road (Wren Ave to Clayton Rd). This project was designed as a “Phase 2” to Project No. 2251.

Based on recent “good bids” and positive coordination with PG&E and other utilities, Project No. 2251 is progressing swiftly and staff is planning to commence construction as soon as possible after the New Year. This project has a total of \$500,000 in OSIP funding programmed: \$400,000 with the FY14/15 CIP Budget; and \$100,000 with the FY15/16 CIP Budget. In order to allow time to order equipment with long lead-times (street lights), as well as continued coordination with the utility companies to complete their service relocation, staff is requesting that Council approve a budget transfer in the amount of \$100,000 in OSIP funds be transferred from Project No. 2252 to Project No. 2251. With the FY15/16 CIP Budget, staff will return the \$100,000 in OSIP funds from Project No. 2251, back to Project No. 2252.

Fiscal Impact

This project requires a budget transfer in order to fully fund the work. Staff requests that \$100,000 from Project No. 2252 (Farm Bureau Road Pavement Reconstruction – Wren Avenue to Clayton Road) (Fund 420), be transferred into the project budget for Project No. 2251 (Farm Bureau Road Safe Routes to School Improvements – Willow Pass Road to Wren Avenue). Project No. 2252 is a related project and was designed as a “Phase 2” to Project No. 2251. This transfer will fully fund the project budget with a total of \$1,465,400, including Gas Tax, Measure J Local, OSIP, and Caltrans SR2S Grant funds.

AWARD A CONSTRUCTION CONTRACT; APPROVE A PROFESSIONAL SERVICES AGREEMENT AMENDMENT #1; APPROVE A PROFESSIONAL SERVICES AGREEMENT; APPROVE A RELATED BUDGET TRANSFER FOR PROJECT NO. 2251 (FARM BUREAU ROAD SAFE ROUTES TO SCHOOL IMPROVEMENTS – WILLOW PASS ROAD TO WREN AVENUE); AND AUTHORIZE THE MAYOR AND CITY MANAGER TO EXECUTE THE AGREEMENTS

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Public Contact

The City Council Agenda was posted.

Recommendation for Action

Staff recommends that the City Council approve the following actions for Project No. 2251 (Farm Bureau Road Safe Routes to School Improvements – Willow Pass Road to Wren Avenue):

1. Award a Construction Contract in the amount of \$823,464 to Graniterock of San Jose;
2. Approve Amendment #1 to the Professional Services Agreement with RBF Consulting of Walnut Creek to provide additional Design Services in the amount of \$29,524;
3. Approve a Professional Services Agreement with Swinerton Consulting of San Francisco to provide Construction Management services in the amount of \$84,745;
4. Approve a related Budget Transfer in the amount of \$100,000 from Project No. 2252 (Farm Bureau Road Pavement Reconstruction – Wren Avenue to Clayton Road) (Fund 420) into the project budget for Project No. 2251 (Farm Bureau Road Safe Routes to School Improvements – Willow Pass Road to Wren Avenue); and
5. Authorize the Mayor and City Manager to execute the Agreements, respectively.

Prepared by: Shannon Griffin
shannon.griffin@cityofconcord.org

Reviewed by: Robert Ovadia, PE
City Engineer
robert.ovadia@cityofconcord.org


Valerie J. Barone
City Manager
valerie.barone@cityofconcord.org

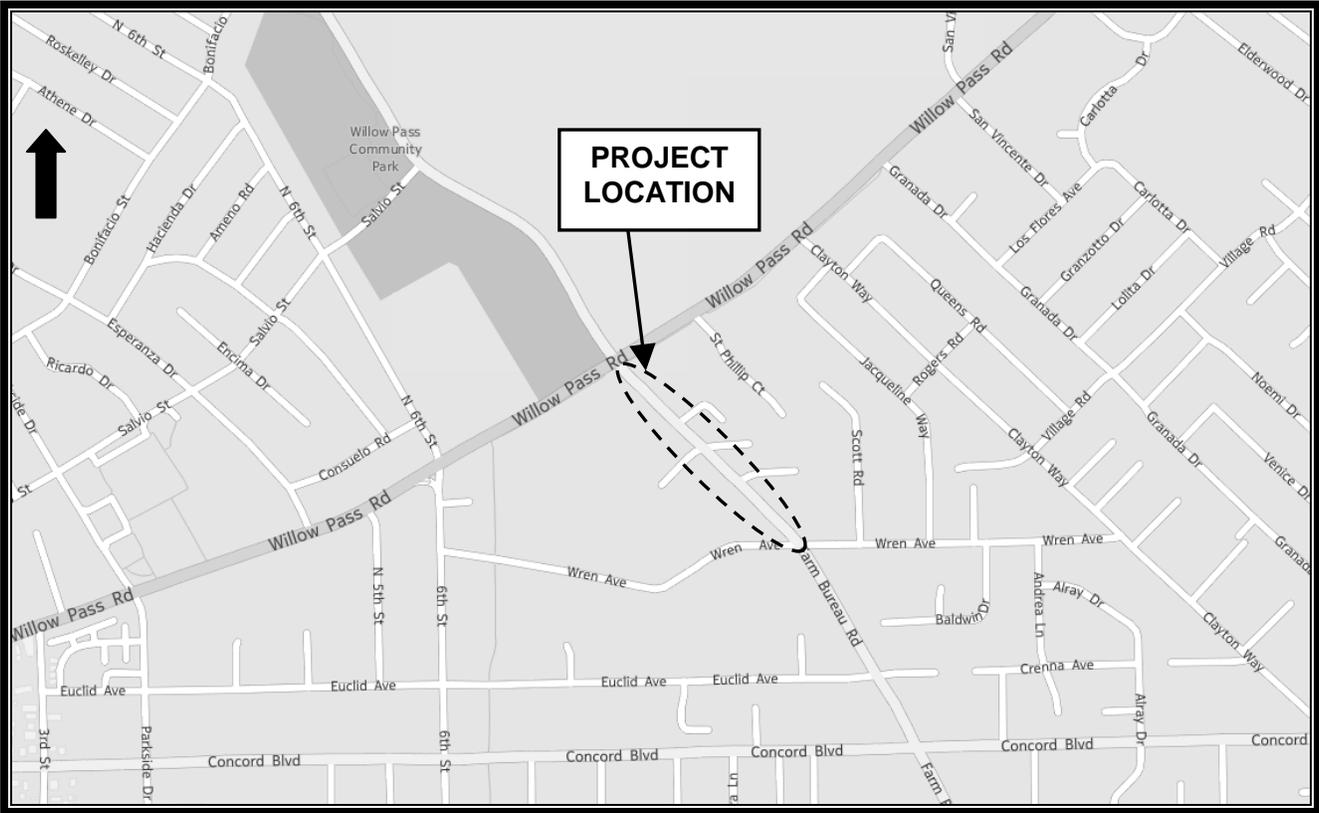
Reviewed by: Victoria Walker
Director of Community & Economic Development
victoria.walker@cityofconcord.org

Attachment 1 – Location Map

Attachment 2 – Bid Results

Attachment 3 – Professional Services Agreement Amendment #1 (RBF)

Attachment 4 – Professional Services Agreement (Swinerton)



LOCATION MAP

PROJECT NO. 2251

**Farm Bureau Road Safe Routes to School Improvements
(Wren Avenue to Willow Pass Road)**

NO SCALE

**City of Concord
Bid Sheet**

PROJECT #2251

**Farm Bureau Road Safe Routes to School
Project**

Bid Opening:

**Monday,
November 10, 2014
2:00 p.m.**

Garden Conference Room

Engineer's Estimate: \$800,000 to \$850,000

To be awarded: TBD

COMPANY	TOTAL BID
Graniterock 120 Granite Rock Way San Jose, CA 95136	\$823,464.00
GradeTech, Inc. 10250 Crow Canyon Road Castro Valley, CA 94552	\$841,200.90
Ghilotti Bros., Inc. 525 Jacoby Street San Rafael, CA 94901	\$858,515.43
Hess Construction Co., Inc. 4484 Hess Drive American Canyon, CA 94503-9715	\$887,794.00
J. J. R. Construction, Inc. 1120 Ninth Avenue San Mateo, CA 94402	\$984,792.00
Sposeto Engineering, Inc. 4558 Contractors Place Livermore, CA 94551	\$993,862.88
Gordon N. Ball, Inc. 333 Camille Avenue Alamo, CA 94507	\$996,500.00
Redgwick Construction Co. 21 Hegenberger Court Oakland, CA 94621	\$1,010,612.10

Contact: Mario Camorongon x3021

**FIRST AMENDMENT TO AGREEMENT
FOR PROFESSIONAL SERVICES**

THIS AMENDMENT, made and entered into this 9th day of December, 2014, by and between the City of Concord (hereinafter “CITY”), located in the County of Contra Costa, State of California, and **RBF Consulting**, 500 Ygnacio Valley Road, Suite 300, Walnut Creek, California 94596 (the “CONSULTANT”).

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

The CITY desires to contract with CONSULTANT and CONSULTANT to contract with CITY for provision by CONSULTANT to CITY in connection with **Project No. 2251 (Farm Bureau Road Safe Routes to School – Wren Ave to Willow Pass Road)** for professional services including **additional design coordination** further described herein, upon the terms and conditions hereinafter set forth.

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

1. SERVICES

CONSULTANT shall continue to provide **design coordination services** in accordance with the Professional Services Agreement dated July 22, 2014, Contract No. AA-2516. All other terms and conditions in the Professional Services Agreement dated July 22, 2014, Contract No. AA-2516, shall remain in full force and effect, except as expressly amended and described in detail in Exhibit A, proposal from **RBF Consulting** dated October 27, 2014 attached hereto and made a part hereof.

2. COMPENSATION

CONSULTANT shall be compensated an **additional not to exceed \$29,524**, on a time and materials basis for basic services, as more particularly described under Section 1. All other terms and conditions in the Professional Services Agreement dated July 22, 2014, Contract No. AA-2516, shall remain in full force and effect.

3. TERM.

The term of this agreement shall continue to be **through June 30, 2016**. All other terms and

1 conditions in the Professional Services Agreement dated July 22, 2014, Contract No. AA-2516, shall
2 remain in full force and effect.

3 Except as expressly amended herein, all other terms and conditions in the Professional
4 Services Agreement dated July 22, 2014, Contract No. AA-2516, shall remain in full force and effect.

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

7 **CONSULTANT**

CITY OF CONCORD, a Municipal Corporation

9 By: _____

By: _____

10 Name: Kevin Gustorf
11 Title: Project Manager
12 Address: 500 Ygancio Valley Road, Suite 300
Walnut Creek, CA 94596
13 Telephone: (925) 906-1460

Name: Valerie Barone
14 Title: City Manager
15 Address: 1950 Parkside Drive MS/40
Concord, CA 94519
16 Telephone: (925) 671-3150

17 APPROVED AS TO FORM:

ATTEST:

18 _____
19 City Attorney

City Clerk

20 Date: _____, 2014

21 **FINANCE DIRECTOR'S CERTIFICATION:**
22 **Concord, California**

23 Date: _____, 2014

24 **I HEREBY CERTIFY THAT ADEQUATE FUNDS EXIST OR WILL BE RECEIVED
25 DURING THE CURRENT FISCAL YEAR 2014/15 TO PAY THE ANTICIPATED
26 EXPENSES TO BE INCURRED PURSUANT TO THIS CONTRACT.**

27 The Sum of **\$29,524**

28 Account Code: 4029500C999/4022251111-74500

Finance Director's Signature

**PJ 2251, FARM BUREAU ROAD SAFE ROUTES TO SCHOOL (SR2S) PROJECT
ADDENDUM SCOPE OF WORK
EXHIBIT "A"**

Project Scope

The following is an outline of the proposed scope for additional work on the Farm Bureau Road SRTS Project. These Bid Support and Construction support services are anticipated to take place from October 2014 thru summer of 2015.

Task 15. Bid Support Services

RBF will provide services during the bidding phase of the project by responding to questions, preparing addenda, and assisting with final review of bid, if requested by the City. Additional coordination and revisions to City up front Specifications are included to prepare the Specifications for bid. Services will be provided on a time and material basis within the budget established under the fee section.

Task 16. Miscellaneous Exhibits

RBF will prepare miscellaneous exhibits for the project as requested by the City. These exhibits include an update to the color project fact sheet exhibit, encroachment agreement exhibits for up to six properties, and up to two other property or utility exhibits as requested.

Task 17. Meeting Attendance and Consultation

RBF will attend pre-construction, construction, and utility coordination meetings. A maximum of six (6) meetings are included with this Scope of Work. Two pre-construction meetings have already been requested. These meetings may include meeting with utility companies or members of the public to support the City staff in reviewing the progress of the project. RBF will summarize all meetings and consultation services. Additional meetings and/ or consulting services may be required, per a separate authorization by the Client.

Task 18. Construction Support Services

RBF will provide services during the construction phase of the project by responding to questions, preparing plan revisions as required and assisting with the review of shop drawings. This may also include up to two field meetings. Services will be provided on a time and material basis within the budget established under the fee section.

Additional Services

Services that are not specifically identified herein as services to be performed by RBF or its consultants are considered "Additional Services." RBF will not perform any Additional Services without prior authorization from the Client. RBF is not obligated to perform Additional Services unless an amendment to this Agreement has been fully executed setting forth the scope, schedule and fee for such Additional Services.

Exclusions:

Consulting services relating to any of the tasks listed in the original agreement are specifically excluded except for the new tasks added above. Any arborist services are specifically excluded.

FARM BUREAU ROAD SAFE ROUTES TO SCHOOL PROJECT
Proposed Compensation
Exhibit "B"

Prepared for: City of Concord
 Prepared by: RBF Consulting

10/27/2014

TASK	DESCRIPTION	RBF CONSULTING										Final Hours Total	Final Fee Total	
		Principal Hours	Project Manager Hours	Licensed Surveyor Hours	Design Engineer Hours	Landscape Architect Hours	Admin Hours	Fehr & Peers (Sub)						
	Design Services During Construction													
15	Bid Support Services	0	36	0	24	0	0	0	0	0	0	0	60	\$9,936.00
16	Miscellaneous Exhibits	0	8	0	20	0	0	0	0	0	0	0	28	\$4,188.00
17	Meeting Attendance & Consultation	4	18	0	0	0	0	0	0	0	0	0	22	\$4,248.00
18	Construction Support Services	0	32	0	20	0	0	0	0	0	0	\$ 2,500.00	52	\$11,152.00
		4	94	0	64	0	0	0	0	0	0		162	\$29,524.00
	Hourly Rate	\$225.00	\$186.00	\$175.00	\$135.00	\$145.00	\$63.00							



*Approved:
 Juan C. G.
 11/14/14*

AGREEMENT FOR PROFESSIONAL SERVICES

1 THIS AGREEMENT ("Agreement") is entered into on **December 9, 2014** between the City of
2 Concord (the "CITY") and **Swinerton Management & Consulting**, 260 Townsend Street, San
3 Francisco, California 94107 (the "CONSULTANT").

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

6 The CITY desires to contract with **Swinerton Management & Consulting** and **Swinerton**
7 **Management & Consulting** to contract with the CITY for provision by **Swinerton Management &**
8 **Consulting** to the CITY for professional services in connection with **Project No. 2251 (Farm**
9 **Bureau Road Safe Routes to School Improvements – Willow Pass Road To Wren Avenue)** as
10 further described herein, upon the terms and conditions 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. Effective Date.** The effective date of this Agreement is **December 9, 2014**.

14 **2. Services.** CONSULTANT shall provide construction management services for Project
15 No. 2251 (Farm Bureau Road Safe Routes to School Improvements – Willow Pass Road To Wren
16 Avenue) described in detail in Exhibit A, proposal from **Swinerton Management & Consulting**
17 dated November 21, 2014 attached hereto and made a part hereof.

18 **3. Amendment.** If authorized, CONSULTANT shall furnish additional services, which
19 are in addition to the basic services. If additional services are requested by CITY, this Agreement may
20 be amended, modified, or changed by the parties subject to mutual consent by execution of an
21 addendum by authorized representatives of both parties setting forth the additional scope of services to
22 be performed, the performance time schedule, and the compensation for such services.

23 **4. Authorized Representatives.** Authorized representatives shall represent CITY and
24 CONSULTANT in all matters pertaining to the services to be ordered by CITY or rendered by
25 CONSULTANT under this Agreement except where approval for the CITY is specifically required by
26 the City Council. All requirements of CITY pertaining to the services to be rendered under this
27 Agreement by CONSULTANT shall be submitted through these representatives and CITY shall
28 cooperate with CONSULTANT in all matters relating to this Agreement in such a manner as will

1 result in the performance of such work without delay.

2 CITY's authorized representative is authorized to execute on behalf of CITY, amendments to
3 the agreement, including amendments providing for additional compensation to CONSULTANT, not
4 to exceed \$40,000, throughout the remaining term of the agreement. The City Manager is authorized
5 to execute amendments to the agreement on behalf of CITY, including additional compensation to
6 CONSULTANT, in an amount not to exceed \$50,000, throughout the remaining term of the
7 agreement and term adjustments as provided for in Section 6. Any amendments providing for
8 additional compensation or extension of the term of this agreement beyond that authorized in Section
9 6 must be approved by the City Council.

10 The CITY authorized representative is Robert Ovadia, P.E., City Engineer of the Community
11 and Economic Development Department - Engineering Services. The CONSULTANT authorized
12 representative is Jeffery Gee, Vice President/General Manager.

13 **5. Compensation.** CONSULTANT shall be compensated on a time and materials basis
14 not to exceed **\$84,745** for basic services rendered under Section 2, as more particularly described in
15 Exhibit A, Compensation; and CONSULTANT shall be compensated for additional services rendered
16 under Section 3, as more particularly described in a fully approved and executed addendum to this
17 Agreement.

18 CONSULTANT may submit monthly statements for basic and additional services rendered. It
19 is intended that payment to CONSULTANT will be made by CITY within (30) days of receipt of
20 invoice.

21 Where the City is not the final authority over the work product, [or portion thereof], the City
22 reserves the right to withhold 10% of the compensation amount under the Agreement, until such time
23 as the final authority or agency provides comments regarding the work product [or portion thereof],
24 and these are satisfactorily incorporated into the work product, [or portion thereof]; OR approval is
25 granted for the work product [or portion thereof] by the final approving authority/agency.

26 **6. Term.** The term of this Agreement, subject to termination as set forth in Section 13,
27 shall be from the effective date through **June 30, 2016.**

28 The CITY's Authorized Representative or City Manager may extend the term of the agreement

1 for a period not to exceed 12 months if necessary for the CONSULTANT to complete the Scope of
2 Work or any additional Scope of Work previously authorized by the CITY. Such Extension of time
3 shall be in writing by a duly executed addendum or amendment to this agreement.

4 **7. Standard of Performance.** CONSULTANT represents to CITY that the services shall
5 be performed in an expeditious manner, and with the degree of skill and care that is required by
6 current, good, and sound procedures and practices. CONSULTANT further agrees that the services
7 shall be in conformance with generally accepted professional standards prevailing at the time work is
8 performed.

9 **8. Performance by Consultant.** CONSULTANT shall not employ other consultants or
10 contractors without the prior written approval of the CITY. CONSULTANT hereby designates the
11 CONSULTANT'S representative as the person primarily responsible for the day-to-day performance
12 of CONSULTANT'S work under this Agreement. CONSULTANT shall not change the
13 CONSULTANT'S representative without the prior consent of the CITY. Unless otherwise expressly
14 agreed by the CITY, CONSULTANT'S representative shall remain responsible for the quality and
15 timeliness of performance of the services, notwithstanding any permitted or approved delegation
16 hereunder.

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

24 CONSULTANT's records, documents, calculations, and all other instruments of service
25 pertaining to actual project shall be given to CITY at the completion of the project. The CITY reserves
26 the right to specify the file format that electronic document deliverables are presented to the CITY. If
27 agreement is terminated per Section 13, deliverables shall be provided based on Section 13
28 requirements.

1 **10. Indemnification.** Consultant agrees to defend, indemnify, and hold harmless the City,
2 its officers, representatives, agents, employees and volunteers from and against any and all claims,
3 demands, actions, losses, damages, injuries and liability (including attorney fees and other expenses)
4 arising out of the negligent acts, errors, omissions, recklessness or willful misconduct of
5 CONSULTANT in the performance of this Agreement.

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

8 **A. Commercial General Liability Coverage.** CONSULTANT shall maintain
9 commercial general liability insurance with limits of no less than one million dollars
10 (\$1,000,000) combined single limit per occurrence or two million dollars (\$2,000,000)
11 aggregate limit for bodily injury, personal injury, and property damage.

12 **B. Automobile Liability Coverage.** CONSULTANT shall maintain automobile liability
13 insurance covering all vehicles used in the performance of this Agreement providing a One
14 Million Dollar (\$1,000,000) combined single limit per occurrence for bodily injury, personal
15 injury, and property damage.

16 **C. Professional Liability Coverage.** CONSULTANT shall maintain professional
17 liability insurance with coverage for all negligent errors, acts or omissions committed by
18 CONSULTANT, its agents and employees in the performance of this Agreement. The amount
19 of this insurance shall be not less than five hundred thousand dollars (\$500,000) on a claims
20 made annual aggregate basis or a combined single limit per occurrence basis.

21 **D. Compliance with State Workers' Compensation Requirements.** CONSULTANT
22 covenants that it will insure itself against liability for Workers' Compensation pursuant to the
23 provisions of California Labor Code §3700, et seq. CONSULTANT shall, at all times, upon
24 demand of the City Council and properly authorized agents, furnish proof that Workers'
25 Compensation Insurance is being maintained by it in force and effect in accordance with the
26 California Labor Code.

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

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

7 (2) CONSULTANT'S insurance coverage shall be primary insurance with
8 respect to CITY, its officers, officials, employees, and volunteers. Any insurance, risk
9 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
11 not contribute with it.

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

15 (4) The aforementioned policies shall be issued by an insurance carrier
16 having a rating of Best A-7 or better which is satisfactory to the City Attorney and
17 shall be delivered to CITY at the time of the execution of this Agreement or as
18 provided below. In lieu of actual delivery of such policies, a Certificate issued by the
19 insurance carrier showing such policy to be in force for the period covered by the
20 Agreement may be delivered to CITY. Such policies and certificates shall be in a form
21 approved by the City Attorney. Except for worker's compensation and professional
22 liability insurance, the policies mentioned in this subsection shall name CITY as an
23 additional insured and provide for thirty (30) days notice of cancellation to CITY. Said
24 policies shall not be canceled earlier than, nor the amount of coverage reduced earlier
25 than, thirty (30) days after the CITY receives notices from the insured of the intent of
26 cancellation or reduction.

27 **12. Suspension of Work.** CITY may, at any time, by ten (10) days' written notice,
28 suspend further performance by CONSULTANT. All suspensions shall extend the time schedule for

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 **13. Termination.** CITY may terminate this Agreement for any reason upon ten (10) days
6 written notice to the other party. CITY may terminate the Agreement upon five (5) days written notice
7 if CONSULTANT breaches this Agreement. In the event of termination, CONSULTANT shall
8 promptly deliver to the CITY any reports or other written, recorded, photographic, or visual materials
9 and other deliverables prepared for the CITY prior to the effective date of such termination. After
10 receipt of deliverables, CITY will pay CONSULTANT for the services performed as of the effective
11 date of the termination.

12 **14. Compliance with Civil Rights.** During the performance of this contract,
13 CONSULTANT agrees as follows:

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

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

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

1 **15. Independent Contractor.** In assuming and performing the services, CONSULTANT
2 is an independent contractor and shall not be eligible for any benefits, which the City may provide its
3 employees, except as expressly provided for in the Agreement. All persons, if any, hired by
4 CONSULTANT shall be employees or subcontractors of CONSULTANT and shall not be construed
5 as employees or agents of the City in any respect. CONSULTANT shall have responsibility for and
6 control over the means of providing services under this Agreement.

7 **16. Compliance with Laws.** CONSULTANT shall comply with all applicable Federal,
8 State of California, and local laws, rules, and regulations and shall obtain all applicable licenses and
9 permits for the conduct of its business and the performance of the services.

10 **17. Choice of Laws.** This Agreement shall be construed and interpreted in accordance
11 with the laws of the State of California, excluding any choice of law rules which may direct the
12 application of the laws of another jurisdiction.

13 **18. Non-Waiver.** The waiver by either party of any breach of any term, covenant, or
14 condition contained in the Agreement, or any default in their performance of any obligations under the
15 Agreement shall not be deemed to be a waiver of any other breach or default of the same or any other
16 term, covenant, condition, or obligation, nor shall any waiver of any incident of breach of default
17 constitute a continuing waiver of same.

18 **19. Enforceability.** In the event that any of the provisions or portions of application of
19 any of the provisions of the Agreement are held to be illegal or invalid by a court of competent
20 jurisdiction, CITY and CONSULTANT shall negotiate an equitable adjustment in the provisions of
21 the Agreement with a view toward effecting the purpose of the Agreement. The illegality or invalidity
22 of any of the provisions or portions of application of any of the provisions of the Agreement shall not
23 affect the legality or enforceability of the remaining provisions or portions of application of any of the
24 provisions of the Agreement.

25 **20. Integration.** The Agreement contains the entire agreement and understanding between
26 the parties as to the subject matter of this Agreement. It merges and supersedes all prior or
27 contemporaneous agreements, commitments, representation, writings, and discussions between
28 CONSULTANT and CITY, whether oral or written.

1 **21. Successors and Assigns.** CITY and CONSULTANT respectively, bind themselves,
2 their successors, assigns, and legal representatives. CONSULTANT shall not assign or transfer any
3 interest in the Agreement without the CITY's prior written consent, which consent shall be in the
4 CITY's sole discretion. Any attempted assignment or transfer in breach of this provision shall be void.

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

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

13 To CITY

Robert Ovadia, PE, City Engineer
CED - Engineering Services
City of Concord
1950 Parkside Drive, MS/40
Concord, CA 94519-2578
Phone: (925) 671-3470
Fax: (925) 798-9692

17 To CONSULTANT

Jeffrey Gee, Vice President/General Manager
Swinerton Management & Consulting
260 Townsend Street
San Francisco, CA 94107
Phone: (415) 421-2980

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

23 **CONSULTANT**

CITY OF CONCORD, a Municipal Corporation

25 By: _____

By: _____

26 Name: Jeffery Gee
27 Title: Vice President/General Manager
28 Address: 260 Townsend Street
 San Francisco, CA 94107
 Telephone: (415) 421-2980

Name: Valerie Barone
Title City Manager
Address: 1950 Parkside Drive
 Concord, CA 94519
Telephone: (925) 671-3150

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APPROVED AS TO FORM:

ATTEST:

City Attorney

City Clerk

Date: _____, 2014

FINANCE DIRECTOR'S CERTIFICATION:

Concord, California

Date: _____, 2014

I HEREBY CERTIFY THAT ADEQUATE FUNDS EXIST OR WILL BE RECEIVED DURING THE CURRENT FISCAL YEAR 2014/15 TO PAY THE ANTICIPATED EXPENSES TO BE INCURRED PURSUANT TO THIS CONTRACT.

The Sum of **\$84,745**

Account Code 4029500C999/4022251111-74500

Finance Director's Signature



November 21, 2014

Via email to mario.camorongan@ci.concord.ca.us

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

Subject: Farm Bureau Road – Safe Routes to School Project (City Project No. 2251)
Proposal for CM Services

Dear Mr. Camorongan:

Swinerton Management & Consulting (Swinerton) is pleased to present this proposal to provide Construction Management and Inspection Services to the City of Concord for the Farm Bureau Road Safe Routes to School project. Total construction period is stipulated for 110 working days.

SCOPE OF SERVICES

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

Post-Award Services:

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

Pre-Construction Activities:

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

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

submittals must be provided by the Contractor at this meeting. The Contractor will be queried about his means and methods in the preparation of his Project CPM Schedule. We will also ensure his coordination with the various utility companies in order to synchronize the activities with the utility company activities and inspections. Swinerton will also continue assisting with the Community Outreach by meeting with the area residents in parallel with the Contractor's Public Notifications and throughout the duration of the project. We will ensure prompt responses to inquiries submitted by residents and businesses.

Construction Management Services:

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

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

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

Swinerton will ensure that all work is performed in accordance with the Contract Documents, including City and Caltrans standards. Because the project includes a portion of State funding, we will reinforce with the contractor the Equal Employment Opportunity requirements and will verify that all labor compliance is adhered to. Swinerton will interview various field crew periodically and complete the Employee Interview forms for the project file.

Post Construction Services:

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

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

acceptance and processing of the final progress payment application. We will assist with the City's final certification documentation to go to City Council for project acceptance.

Swinerton Staffing:

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

Assisting Scott will be **Mr. Greg Armendariz**. He has extensive project management experience with City Capital Improvement Projects. Greg will work on a limited, part-time basis supporting Scott to deliver these services as efficiently and effectively as possible.

Mr. Brett Lowther, Sr. Inspector, will assist Scott with field inspections. Brett has 15-years of experience performing special inspection on a variety of projects. Brett has worked on small and large residential, multi-family, mixed-use, and mid-rise commercial projects. He has also worked on a large mass grading and slide repair project. Brett has experience in the soils lab testing compressive strength of concrete and preparing and testing soil and asphalt for project specifications. Brett's certifications include: ICC Certified Soils, Post Tensioning concrete, Reinforced concrete, Structural Masonry, Fire Proofing, Commercial Building Inspector, and ACI Concrete Field Testing Technician.

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

The attached Matrix of CM Tasks and Fee Proposal detail the breakdown of our time and cost for the tasks and phases described in the above narrative. Fee proposal is \$84,395.00, plus an allowance of \$350 for reimbursables, such as reproduction and miscellaneous office supplies for project records. Our total fee proposal is a not-to-exceed amount of \$84,745.00.

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

Very truly yours,

Bob Addiego, LEED® AP
Project Executive

CC: Jeff Gee
Myrna Wagner
File: 13101049

Attachments: Matrix of CM Tasks and Fee Proposal (Farm Bureau Rd SR2S (2251) - 1 page)