

**REPORT TO MAYOR AND COUNCIL****TO THE HONORABLE MAYOR AND COUNCIL:**

DATE: July 28, 2015

SUBJECT: AWARD A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$1,551,551 TO INTERMOUNTAIN SLURRY SEAL, INC. OF RENO, NEVADA; APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH SWINERTON MANAGEMENT & CONSULTING OF CONCORD IN THE AMOUNT OF \$93,714 FOR CONSTRUCTION MANAGEMENT SERVICES; APPROVE A BUDGET TRANSFER IN THE AMOUNT OF \$1,870,000; AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENTS FOR THE FY14-15 PAVEMENT MAINTENANCE PROJECT (PJ2329) (FUNDED BY: MEASURE J AND MEASURE Q)

Report in Brief

The FY14-15 Pavement Maintenance Project (PJ2329) will construct base repair and slurry seal improvements along 78 City streets in the City's geographic area Zone 3 (Attachment No. 1). The project also includes miscellaneous concrete repairs to curb and gutter areas.

Intermountain Slurry Seal, Inc. of Reno, Nevada submitted the lowest total responsive and responsible bid in the amount of \$1,551,551 (Base Bid plus Alternate No. 1 and Alternate No. 2.) Intermountain has an appropriate, valid contractor's license and satisfactory work references.

A budget transfer in the amount of \$1,870,000 is required to fund this construction project. The Infrastructure and Franchise Committee (Hoffmeister/Birsan) reviewed this project at their July 20th meeting and are recommending the City Council fund construction of this project with the Measure Q lease financing revenue proceeds.

Staff recommends that the City Council award a Construction Contract to Intermountain Slurry Seal, Inc. of Reno Nevada in the amount of \$1,551,551 (Base Bid plus Alternate No. 1 and Alternate No. 2); approve a Professional Services Agreement with Swinerton Management & Consulting of Concord in the amount of \$93,714.00 for Construction Management Services; approve a budget transfer of \$1,870,000 of the lease financing proceeds from the Pavement Management Annual Program Holding Account (Project No. 2157) to fully fund the construction, contingencies, inspection and administration project; and authorize the City Manager to execute the agreements.

Background

Each year, as staff determines which preservation strategy or combination of strategies to implement, funding for that fiscal year is transferred to a new project for expenditure tracking purposes. The City Council approved the FY14-15 Pavement Maintenance project (PJ2329) at its March 24, 2015 regular meeting as a "spin off" of the Pavement Management Annual Program – Holding Account (Project No. 2157). Design of this project was funded with Measure J funds.

AWARD A CONSTRUCTION CONTRACT; APPROVE A PROFESSIONAL SERVICES AGREEMENT; APPROVE A BUDGET TRANSFER; AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENTS FOR THE FY14-15 PAVEMENT MAINTENANCE PROJECT (PJ2329)

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The slurry sealing of streets is the single most cost effective means to preserve a pavement's condition and thereby reduce long term pavement operations and maintenance cost. Street slurry sealing protects pavement that is still in reasonably good condition from the aging effects caused by the sun by slowing down the rate at which the asphalt concrete becomes brittle and cracks. Slurry sealing reduces water penetration into the roadway base and thereby reduces base failures and the resultant damage that is more costly to repair.

The City of Concord's Pavement Maintenance Program (PMP) assists staff in managing the maintenance of 310 centerline miles of streets. To ensure equal distribution of pavement maintenance funds, staff has divided the City into five geographical areas (Zones 1-5) (see Attachment 1) and pavement maintenance projects are generated from these areas on a rotational basis. Zone 3 is the zone scheduled for pavement maintenance this fiscal year.

Several factors are considered when selecting the streets to slurry seal, including the recommendations from the City's PMP, the Pavement Condition Index (PCI), visual observation of the streets by Engineering staff, consultation with Public Works Infrastructure Maintenance staff, and other adjacent or associated work such as utility repair and installation projects. The work generally includes asphalt base repairs, removal of existing pavement striping and marking, the application of slurry seals, and installation of permanent striping and marking. PG&E and the Contra Costa Water District scheduled maintenance work within the footprint of this year's pavement maintenance project to be completed ahead of the slurry seal project. City staff has been working with the utility companies to insure that their work is properly coordinated with the City's project.

This year's project will construct base repairs and slurry seal improvements on 78 residential streets as shown in the attached location maps (Attachment 2) and as listed below:

SLURRY SEAL TREATMENT

Base Bid (Areas A, B, & C) Streets

Alfonso Dr, from San Simeon Dr to San Miguel Rd
Apple Court, from Apple Dr to End
Apple Dr, from Orange St (West) to Oak Grove Rd
Apricot Lane, from Apple Dr to Peach Place
Aspen Dr, from Linden Dr to Redwood Dr
Augusta Court, from Alfonso Dr to End
Cameron Court, entire Cul de Sac
Carey Dr, from Monument Blvd to Victory Lane
Dayton Ct, from Alfonso Dr to End
Carribean Court, from Alfonso Dr to End
Dale Place, from Peach Place to End
Douglas Court, from Aspen Dr to End
Ernst Way, from Orange Street to Peach Place
Evergreen Dr, from Sunshine Dr to Mayette Ave
Fisher Dr, from Gelbke Land to End

St John Court, from St John Circle to End
St Joseph Dr, from San Simeon Dr to End
Sullivan Ave, from Ryan Rd to St John Circle
Sunshine Dr, from Linden Dr to Meadow Lane
Victory Lane, from Monument Blvd to Linden Dr
Watson Court (East), from Luxury Dr to End
Watson Ct (West), from Luxury Dr to end
Willy Way, from Cameron Court to Pear Dr

Alternate No. 1 (Area D1) Streets

Cayce Court, from David Ave to End
Clarkson Court, from Risdon Rd to End
Estrella Court, from Risdon Rd to End
Getoun Court, from Getoun Dr to End
Getoun Dr, from David Ave to Getoun Court
Getoun Dr, from Getoun Court to Risdon Rd

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Frayne Court, from Frayne Lane to End
Frayne Ln, from Madigan Ave to San Miguel Rd
Galveston Court, from Alfonso Dr to End
Gelbke Ln, from Sunshine Dr to Meadow Lane
Hyde Court, from Aspen Dr to End
Larry Place, from Peach Place to End
Linden Dr, from Victory Lane to Magnolia Dr
Lovell Ct, from Victory Lane to end
Luxury Dr, from Minert Rd to San Simeon Dr
Madigan Ct, from Madigan Ave to end
Madigan Ave, from Frayne Lane to Minert Rd
Magnolia Dr, from Sunshine Dr to Mayette Ave
McElroy Court, from Ryan Rd to End
Minert Rd, from Madigan Ave to St John Court
Minert Rd, from San Simeon Dr to Madigan Ave
Orange Street, from Apple Dr to End
Peach Place, from Oak Grove Rd to End
Pear Dr, from Orange Street to Oak Grove Rd
Plum Lane, from Pear Dr to Apple Dr
Redwood Dr, from Sunshine Dr to Magnolia Dr
Rosemary Lane, from Peach Place to Ernst Way
Ryan Rd, from San Simeon Dr to Serpa Dr
San Simeon Dr, from Treat Blvd to St Joseph Dr
Schofield Court, from Aspen Dr to End
Springvale Court, from Springvale Way to End
Springvale Way, entire street
St John Circle, from Sullivan Ave to Minert Rd
Walnut Shadows Court, from Bethany Land to End
Weaver Lane, from Smith Lane to Minert Rd
Weaver Court, from Weaver Lane to End
Weaver Lane, from Weaver Court to Smith Lane

Helix Court, from Helix Dr to End
Helix Dr, from David Ave to Risdon Rd
Holiday Court, from David Ave to Risdon Rd
Linnet Court, from Woodmoor Dr to End
Marcella Court, from Risdon Rd to End
Risdon Rd, from Oak Grove Rd to End
Woodmoor Court, from Woodmoor Dr to End
Woodmoor Dr, from David Ave to Risdon Rd

Alternate No. 2 (Area D2) Streets

Andrix Court, from Minert Rd to End
Bethany Court, from Bethany Lane End
Bethany Lane, from Treat Blvd to Smith Lane
Brittany Court, from Brittany Lane to End
Brittany Lane, from Smith Lane to Minert Rd
Carondelet Court, from Weaver Lane to End
Carthage Court, from Carthage Dr to End
Carthage Dr, from Litwin Dr to Oak Grove Rd
Clarewood Court, from Smith Lane to End
Grenola Dr, from Smith Lane to Minert Rd
Litwin Dr, from Smith Lane to Minert Rd
Niagra Court, from Smith Lane to End
Pla Vada Court, from Minert Rd to End
Smith Lane, from Weaver Lane to Oak Grove Rd

Measure Q Lease Financing

In March 2015, the City Council authorized the City to enter into a lease finance agreement, utilizing a portion of the anticipated revenues from the reauthorization of the Measure Q half cent sales tax. The purpose of the debt financing was to allow a quicker investment to address the City's street maintenance needs. Through this mechanism, \$22,435,000 in net proceeds has been made available to address infrastructure needs and was appropriated to the City's Pavement Management Annual Program Holding Account (Project No. 2157) with the approval of the FY 2015-16 Capital Improvement Program.

On April 22, 2015, the Infrastructure and Franchise Committee approved staff's recommended expenditure strategy of Measure Q lease financing proceeds and acknowledged more detail would come back to them in July. During the June 9, 2015 Capital Improvement Program presentation to the City

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Council, the City Engineer also outlined the three pronged approach to expend the lease financing funds, as follows:

1. Allocation of funds towards localized pavement repairs (potholes and base failures).
 - a. Increase in-house capacity for addressing potholes: allocate \$200,000 to purchase an Asphalt Zipper machine; and add \$50,000 to \$75,000 per year to supplement Public Works' asphalt and material budget.
 - b. Contract larger repair areas and heavy traffic areas: for those areas that are located in high-traffic areas and that may be too large to efficiently complete with in-house Public Works staff, \$600,000 to \$700,000 per year will be allocated towards localized pavement repairs.
2. Allocate \$5,000,000 to \$6,000,000 over the next five years for major street repair and reconstruction projects and as a local match for grant funding opportunities.
3. Allocate \$10,000,000 to \$12,000,000 over the next five years to fund neighborhood street repairs.

On July 20, 2015, staff presented a draft Expenditure Plan to the Infrastructure and Franchise Committee which included a draft Expenditure Plan for the first two years of the Lease/Revenue Roadway Improvement Program. Staff received input from the Committee and the public on the Draft Two-Year Lease/Revenue Roadway Improvement Expenditure Plan and will return to the Committee in September with proposed revisions addressing those comments. The Plan will then proceed to the full Council for review and adoption. Part of the Plan incorporated the funding of the FY14-15 Pavement Maintenance project. Funding of this project was included in the draft Expenditure Plan as a "shovel ready" project, consistent with the goals outlined for the Measure Q lease financing proceeds, as well as with the spending strategy previously reviewed by the Committee and the Council, and assists in meeting the financing expenditure requirements. For these reasons, the Committee forwarded a recommendation for approval to the Council.

Discussion

Construction Contract

Bids were opened at 11:00 a.m. on Wednesday, June 24, 2015. The basis of award for this project is the Base Bid plus Alternates 1 and 2 (Total Bid). Two (2) bids were received in the amounts of \$1,896,133.26 and \$1,551,551 for the Total Bid as shown on the Bid Summary (Attachment 3). The Engineer's Estimate for the Total Bid was \$1,352,639.32. Intermountain Slurry Seal was the low bidder and submitted a responsible and responsive bid in the total amount of \$1,551,551 (\$1,283,578.02 base bid, \$120,313.43 Alternate No.1, and \$147,659.55 Alternate No. 2.) which was approximately 15% higher than the Engineers Estimate. Due to current improved economic conditions and higher than expected construction activities in the Bay Area, both bids came in higher than the Engineer's Estimate.

Staff contacted the low bidder to obtain confirmation of their bid amount. Intermountain Slurry Seal (Intermountain) confirmed that they are comfortable with their bid and ready to perform the work as bid. Staff has completed its analysis of Intermountain's bid, determining that Intermountain possesses an appropriate and valid contractor's license; is not on any debarred list; they, as well as all their subcontractors, are registered with the

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Department of Industrial Relations as required by SB 854; have satisfactory references and are experienced in the construction of similar projects.

The bid schedule consisted of a base bid and two alternates. The City reserved the right to award any combination of the add alternates with the intention to complete as much work as the project budget could afford. With the desire to expedite infrastructure improvements, need to preserve City streets, and to take advantage of available economies of scale, staff and the Infrastructure and Franchise Committee recommend awarding a construction contract for the total bid amount (Base Bid, Alternate 1 and Alternate 2).

Professional Services Agreement for Construction Management (CM)

Staff solicited a proposal from Swinerton Management & Consulting (Swinerton) to provide construction management services for the project. Swinerton provided quality construction management services for the City's FY 2013-2014 Slurry and Cape Seal Pavement Maintenance Project, has extensive experience with this type of project, and is one of the firms that was pre-qualified for Project and Construction Management projects by the City with the award of a Master Services Agreement at the July 14, 2015 City Council meeting. . Swinerton's fee of \$93,714 is approximately 6.0% of the total construction cost of \$1,551,551 which falls within a reasonable range for this type of work.

Staff has reviewed Swinerton's proposal to evaluate their professional qualifications and experience, as well as the proposed fee for the intended services. Staff also checked several references for similar projects that Swinerton has performed recently. Based on this complete review, staff selected Swinerton and has determined that their rates, allocation of hours, and total costs are reasonable for this project. The proposed Agreement has been reviewed by the City Attorney's office (Attachment 4).

Fiscal Impact

A budget transfer in the amount of \$1,870,000 is required to fully fund this project, including the construction, contingencies, inspection and administration. At the July 20, 2015, Infrastructure and Franchise Committee meeting, the Committee forwarded a recommendation to fund project construction with the Measure Q lease financing proceeds (Fund 408). The funds are available in the City's Pavement Management Annual Program Holding Account (Project No. 2157).

Public Contact

The City Council Agenda was posted.

Recommendation for Action

Staff recommends the following actions for the FY14-15 Pavement Maintenance project (PJ2329):

1. Award a Construction Contract in the amount of \$1,551,551 (Base Bid plus Alternate No. 1 & Alternate No. 2) to Intermountain Slurry Seal, Inc. of Reno, Nevada;
2. Approve a Professional Services Agreement with Swinerton Management & Consulting, of Concord in the amount of \$93,714.00 to provide Construction Management Services;

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3. Transfer \$1,870,000 of Measure Q lease revenue proceeds from the Pavement Management Annual Program holding account (Project No. 2157) to fully fund Construction and Construction Operations;
4. Authorize the City Manager to execute the agreements.

Prepared by: Jeff Rogers, PE
jeff.rogers@cityofconcord.org

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

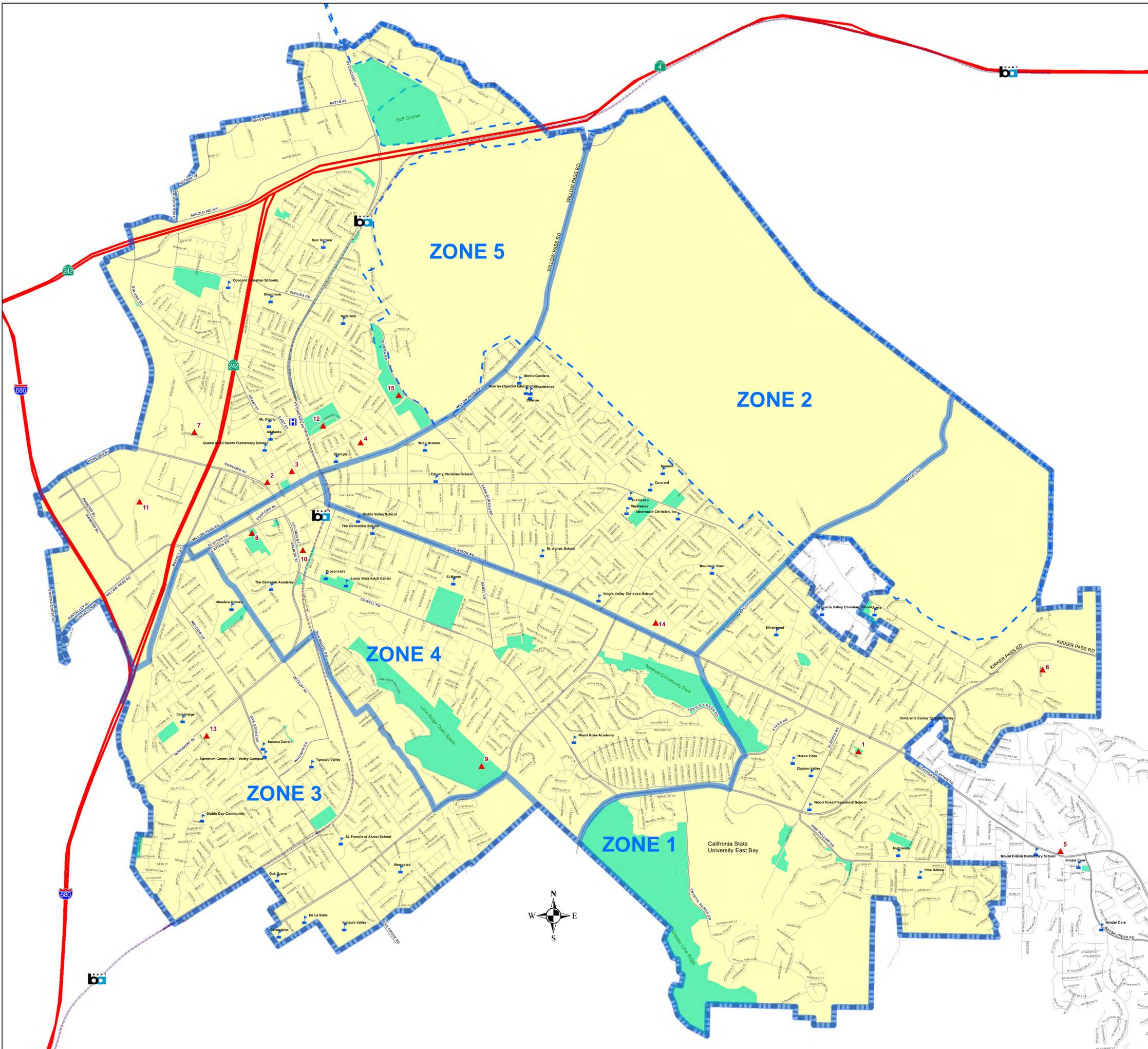
Reviewed by: Victoria Walker
Dir. of Comm. & Econ. Development
victoria.walker@cityofconcord.org



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

- Attachment 1 – Zone Map
- Attachment 2 – Location Maps
- Attachment 3 – Bid Sheet
- Attachment 4 – Professional Services Agreement

STREET MAINTENANCE ZONES
(ATTACHMENT 1)



Legend

- City Limit
- Parks
- Street Maintenance Zones
- Schools
- Hospitals
- BART Station
- BART Track

City Facilities

facility

- 1 Center Concord
- 2 City Parking Garage- 2051 Salvio St
- 3 City Parking Garage- 2255 Salvio St
- 4 Civic Center
- 5 Clayton City Hall
- 6 Concord Pavilion
- 7 Corporation Yard
- 8 Keller House
- 9 Lime Ridge Community Building
- 10 Police Headquarters
- 11 Pump Station
- 12 Senior Center
- 13 Southern Field Office-1500 Monument Bl
- 14 Valley Field Office- 4467 Clayton Rd
- 15 Willow Pass Center

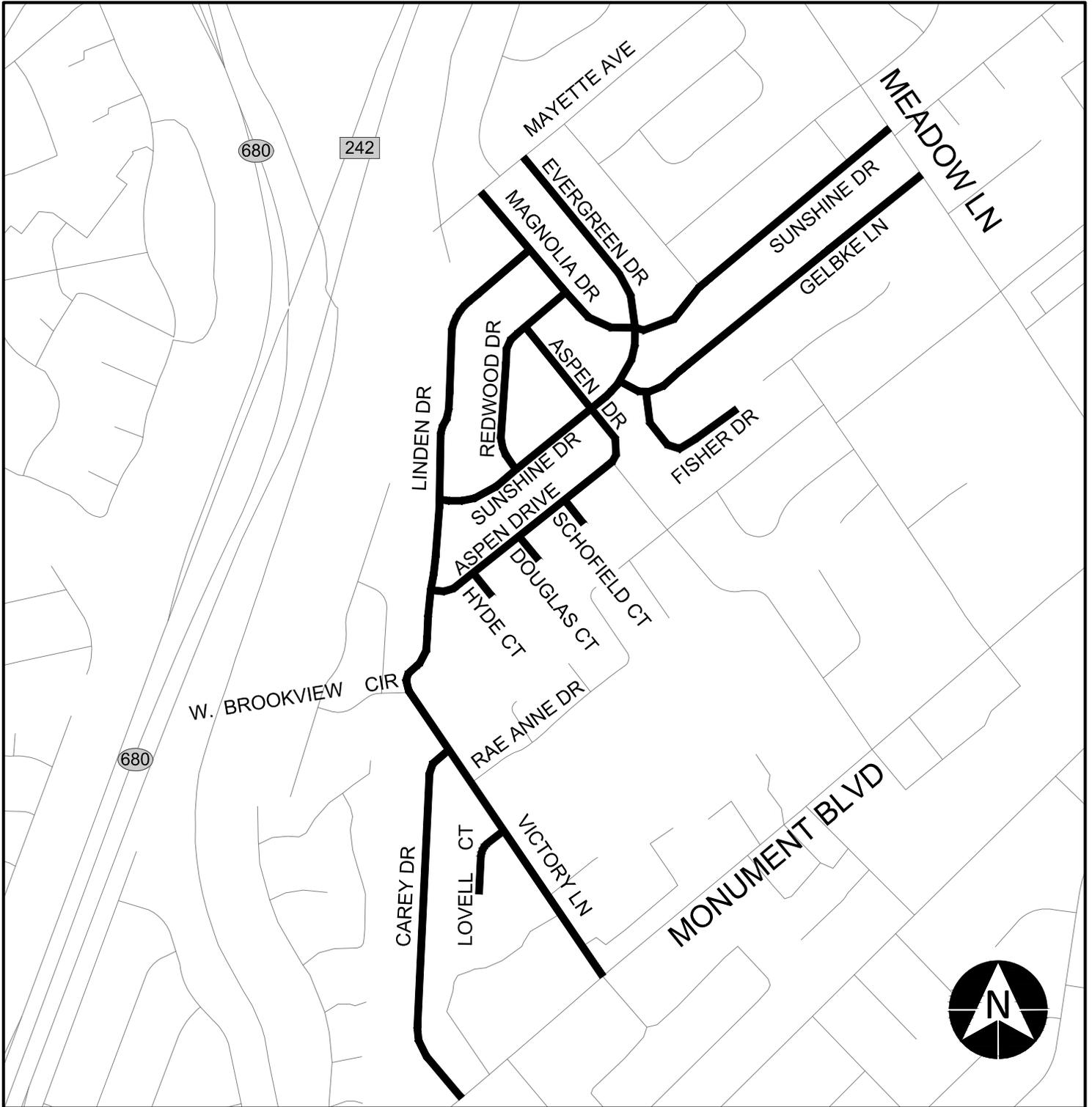
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Disclaimer:
 Although every reasonable effort has been made to assure the accuracy of this data, the City of Concord makes no warranty, representation or guaranty as to the content, sequence, accuracy, timeliness or completeness of any of the data provided herein and explicitly disclaims any representations and warranties, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose. The City of Concord assumes no liability for any errors, omissions, or inaccuracies in the information provided regardless of how caused and assumes no liability for any decisions made or actions taken or not taken by the user of the data in reliance upon any information or data furnished hereunder. Because the GIS data provided is not warranted to be up-to-date, the user should check with the City staff for updated information.
 Not for use in determining locations of legal boundaries.

Maintenance Zones
City of Concord

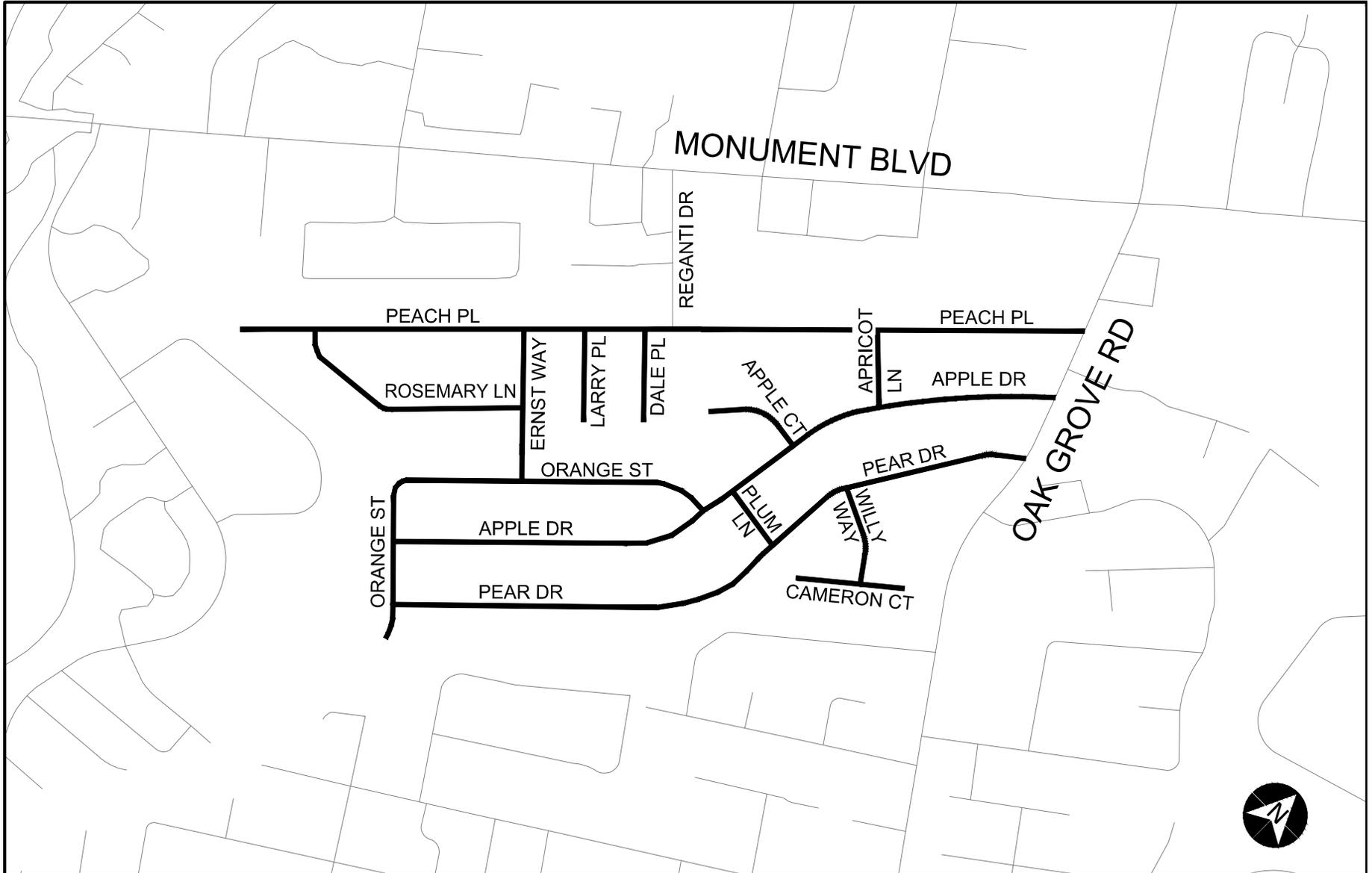
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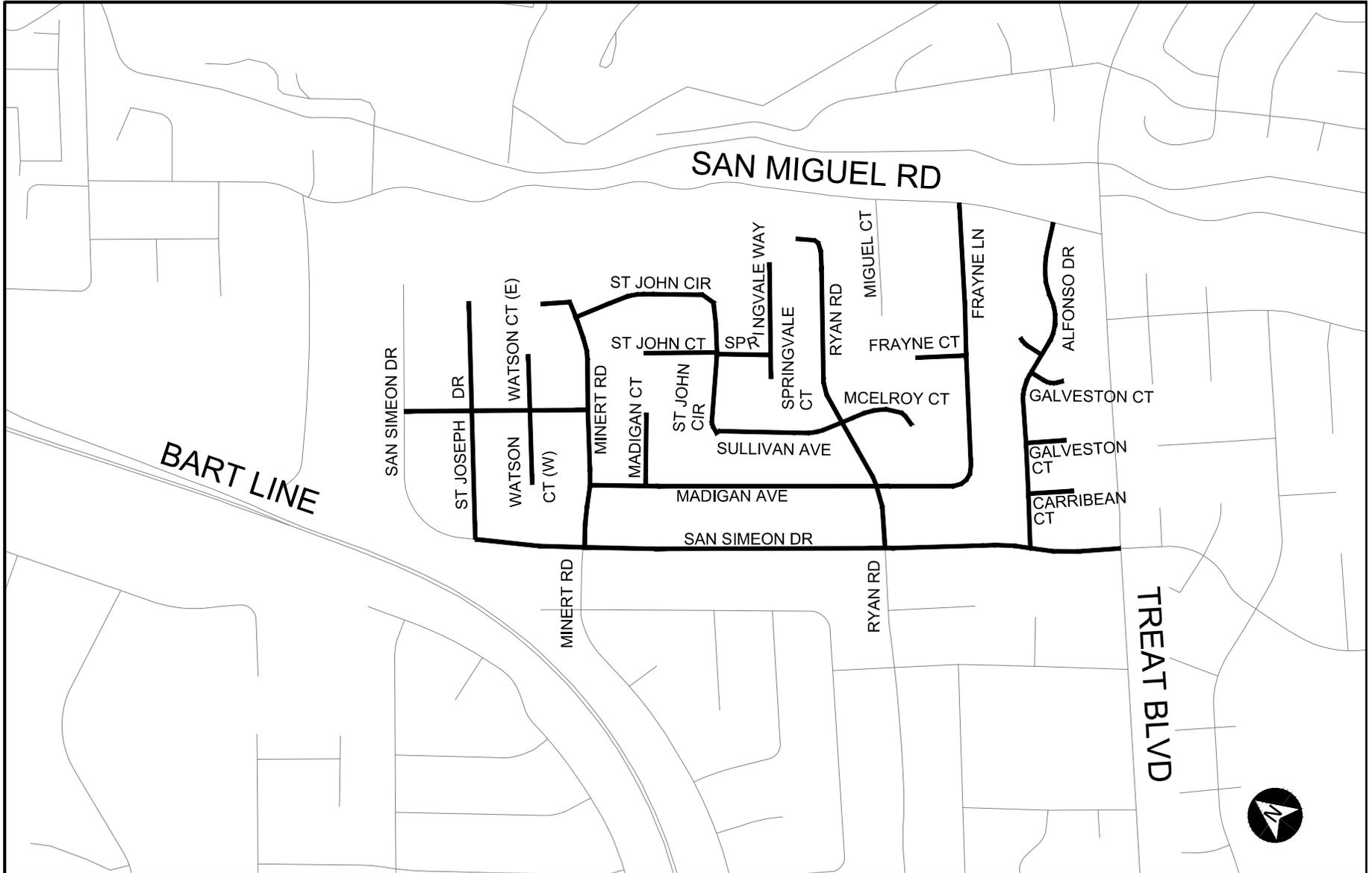
LOCATION MAP - AREA A

NTS



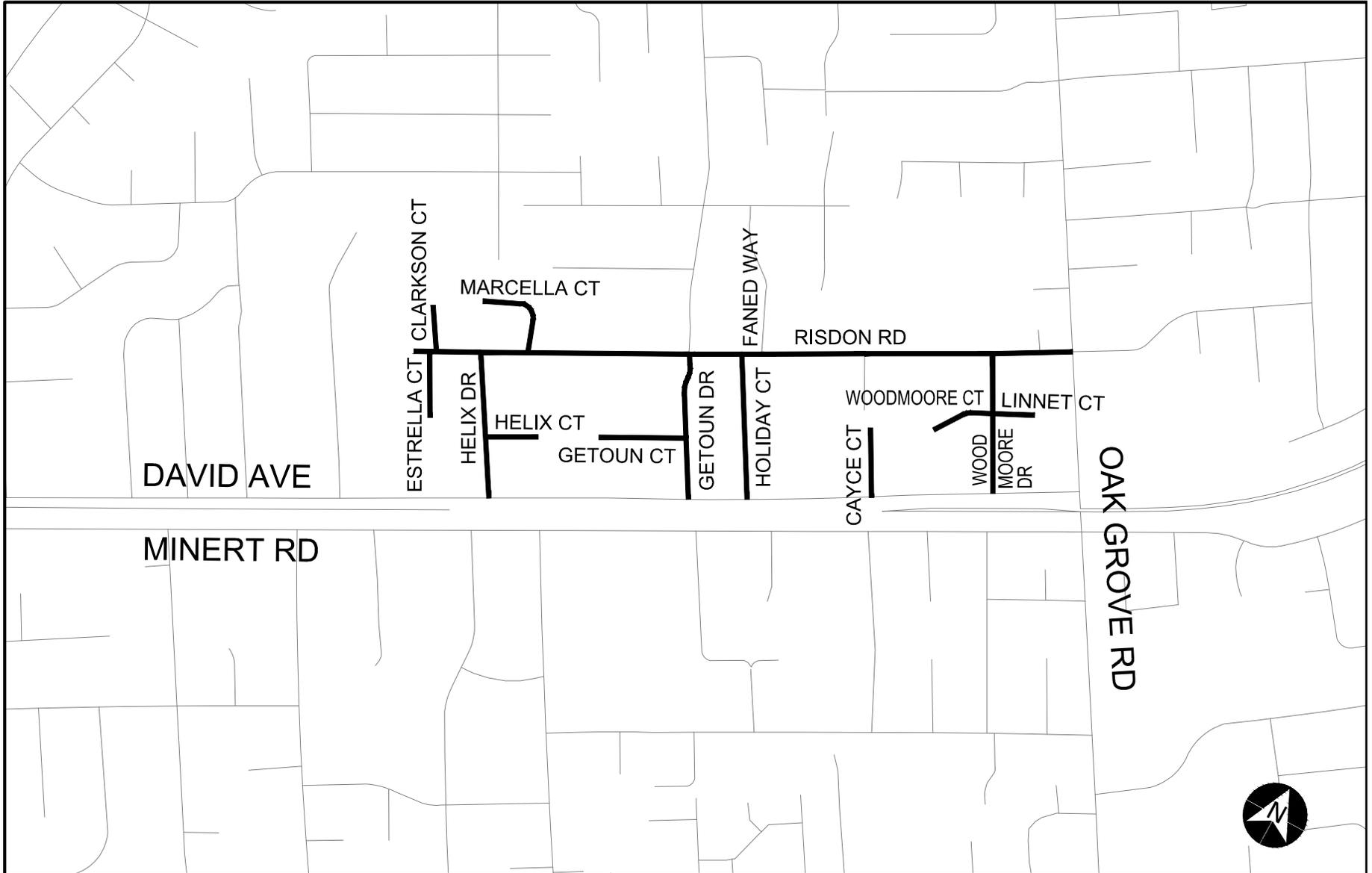
LOCATION MAP - AREA B

NTS



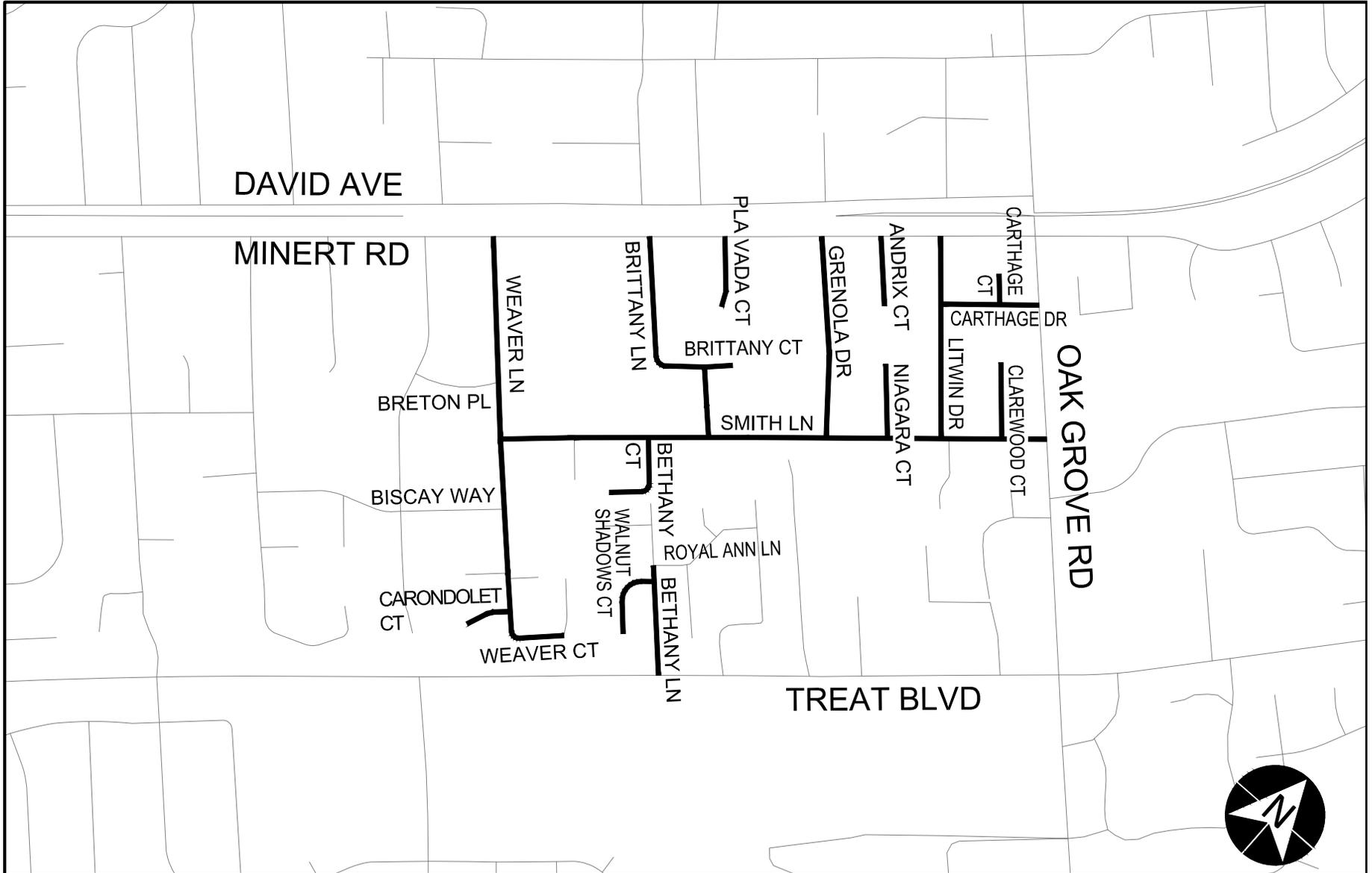
LOCATION MAP - AREA C

NTS



LOCATION MAP - AREA D1

NTS



LOCATION MAP - AREA D2

NTS

**City of Concord
Bid Sheet**

PROJECT #2329
FY 14-15 Pavement Maintenance Project

Bid Opening:
Wednesday,
June 24, 2015
11:00 a.m.

City Manager's Conference Room

Engineer's Estimate: \$1,352,640 plus 2 add
alternates

To be awarded: TBD

COMPANY	TOTAL BID
Intermountain Slurry Seal 9062 Union Park Way Elk Grove, CA 95624	\$1,551,551.00
O'Grady Paving, Inc. 2313 Wyandotte Street Mountain View, CA 94043-2314	\$1,896,133.26

Contact: Jeff Rogers x3108

Filename: Att 3 bid sheet.doc
Directory: \\concord4\home\jrogers
Template: Q:\City_Documents\City-AS\bidsheet.dot
Title: Bid Sheet
Subject:
Author: Solomon, Debra
Keywords:
Comments:
Creation Date: 6/24/2015 11:43:00 AM
Change Number: 2
Last Saved On: 6/24/2015 11:43:00 AM
Last Saved By: Solomon, Debra
Total Editing Time: 1 Minute
Last Printed On: 7/8/2015 5:24:00 PM
As of Last Complete Printing
Number of Pages: 1
Number of Words: 71 (approx.)
Number of Characters: 409 (approx.)

AGREEMENT FOR PROFESSIONAL SERVICES

1 THIS AGREEMENT (“Agreement”) is entered into on July 28, 2015 between the City of
2 Concord (“CITY”) and Swinerton Management & Consulting, 260 Townsend Street, San Francisco,
3 CA 94107 (“CONSULTANT”).

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

6 The CITY desires to contract with Swinerton Management & Consulting and Swinerton
7 Management & Consulting to contract with the CITY for provision by Swinerton Management &
8 Consulting to the City for professional services with Project No. 2329 (FY14-15 Pavement
9 Maintenance) 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 July 28, 2015 and expire on July 28,
14 2016.

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 services for Project No. 2329 (FY14-15 Pavement Maintenance) described in detail in Exhibit A, a
28 proposal from Swinerton Management & Consulting dated June 24, 2015 is attached hereto and made

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

3 **3. PAYMENT.** The compensation to be paid to CONSULTANT including payment for
4 professional services and reimbursable expenses, shall be at the rate and schedules in detail in Exhibit
5 A. However, in no event shall the amount CITY pays CONSULTANT exceed ninety three thousand
6 seven hundred and fourteen dollars (\$93,714) for the term of this Agreement. Any Amendment to this
7 Agreement that includes an increase to this compensation amount shall be made in accordance with
8 Section 5 below.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12 **10. INDEMNIFICATION.** CONSULTANT agrees to defend, indemnify and hold
13 harmless the CITY, its officers, officials, employees, agents and volunteers from and against any and
14 all claims, demands, actions, losses, damages, injuries, and liability (including all attorney's fees and
15 other litigation expenses) arising out of the CONSULTANT's performance under the terms of this
16 Agreement. This indemnification obligation on CONSULTANT'S part shall not apply to demands,
17 actions, losses, damages, injuries, and liability arising out of sole negligence or willful misconduct on
18 the part of CITY.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21 **16. CONFLICT OF INTEREST.**

22 **A.** CONSULTANT covenants and represents that neither it, nor any officer or
23 principal of its firm, has, or shall acquire any interest, directly or indirectly, which would conflict in
24 any manner with the interests of CITY or which would in any way hinder CONSULTANT’S
25 performance of services under this Agreement. CONSULTANT further covenants that in the
26 performance of the Agreement, no person having any such interest shall be employed by it as an
27 officer, employee, agent or subcontractor without the express written consent of the CITY.
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1 CONSULTANT agrees to at all times avoid conflicts of interest, or the appearance of any conflicts of
2 interest, with the interests of the CITY in the performance of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

To CITY:

**Robert Ovadia, City Engineer
Community & Economic Development Department
City of Concord
1950 Parkside Drive
Concord, CA 94519-2578
Phone: (925) 671-3470
Fax: (925) 798-9692**

To CONSULTANT:

**Jeff Gee, Vice President/General Manager
Swinerton Management & Consulting
260 Townsend Street
San Francisco, CA 94107
Phone: (415) 984-1239**

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

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

This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

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

CONSULTANT

CITY OF CONCORD, a Municipal Corporation

By: _____
Name: Jeff Gee
Title: Vice President/General Manager
Address: 260 Townsend Street
San Francisco, CA 94107
Telephone: (415) 984-1239

By: _____
Name: Valerie Barone
Title: City Manager
Address: 1950 Parkside Drive
Concord, CA 94519
Telephone: (925) 671-3470

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APPROVED AS TO FORM:

ATTEST:

City Attorney

City Clerk

FINANCE DIRECTOR'S CERTIFICATION:

Concord, California

Date: _____, 2015

I HEREBY CERTIFY THAT ADEQUATE FUNDS EXIST OR WILL BE RECEIVED DURING THE CURRENT FISCAL YEAR 2015/16 TO PAY THE ANTICIPATED EXPENSES TO BE INCURRED PURSUANT TO THIS CONTRACT. THE SUM OF **\$93,714.00**.

Account Codes:

Finance Director's Signature



June 24, 2015

Via email to Jeff.Rogers@cityofconcord.org

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

Subject: 2014-2015 Pavement Maintenance Project (City Project No. 2329)
Proposal for Construction Management & Inspection Services

Dear Mr. Rogers:

Swinerton Management & Consulting (Swinerton) is pleased to present this proposal to provide construction management and inspection services to the City of Concord for the 2014-2015 Pavement Maintenance Project. We understand that the total construction period is stipulated for 47 working days, including the two add alternates.

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 plans, which you provided, in the preparation of our proposal. We have determined that the following services will be required: Pre-Construction Activities, Construction Management Services, and Post-Construction Services.

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, WPCP, job site storage and staging plans, Traffic Control Plans, submittals for all materials to be incorporated into the work, Class II AB, hot mix asphalt, pavement markings, Site Specific Safety Plan, and required encroachment permits. This 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 coordinate the pavement work with any existing utilities. Swinerton will also assist the City in its Community Outreach in parallel with the Public Notifications for the affected areas as well as ensure prompt responses to inquiries submitted by residents and businesses.

Construction Management Services:

Swinerton will conduct the Preconstruction Conference and distribute meeting minutes to all attendees. We will set the day and time for the weekly project meeting. Procedures for the adequate notification for inspection service by Swinerton and the special inspection services (Firm TBD) 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 with the special inspection and materials testing firm to provide Quality Assurance services and ensure that the work performed meets the Contract Document requirements. Services such as compaction testing, HMA density testing, HMA material sampling and testing, and slurry placement observation and measurement will be completed in compliance with technical specification requirements and plans. Onsite inspection shall be provided for all activities such as traffic control, safety, pavement cutting, pavement placement, slurry sealing operations, 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.

Post Construction Services:

Early in the project's construction phase, Swinerton will discuss the Close-out plan and remind the Contractor of the expectations set forth in the Pre-Construction Meeting. As the construction completion nears, Swinerton will work closely with the City and Contractor to complete the Close-out process, including performing the final inspections, receiving close-out submittals, as-built 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, confirmed the Contractor has removed the USA pavement markings, and progress photographs. We will resolve any outstanding cost issues 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. Scott has extensive experience managing City projects for various cities, including Concord. Scott will work on a part-time basis 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 recently completed the City's Concord Boulevard Paving & Striping project and also assisted in punch list inspection on last year's pavement maintenance 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.

Mr. Jorge Bermudez will assist Scott and Brett on an as needed basis. Mr. Bermudez will also provide day-to-day inspection, field oversight, coordination with the special inspection firm, City, utility companies, and will produce photo documentation. Jorge managed the previous year's pavement maintenance project and can leverage that experience to ensure close coordination and quality work by the Contractor for a successful project.

The various locations of this project will require significant attention to Community Outreach and ample notice prior to construction activities. Swinerton will ensure that staffing is available to assist the City in providing the notifications, communication with the residents, and coordinating the paving operations at each location.

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 \$78,464, plus an allowance of \$15,000 for special inspections and material testing and \$250 for reimbursables, such as reproduction and miscellaneous office supplies for project records. Our total fee proposal is a not-to-exceed amount of \$93,714.00.

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 proposal.

Very truly yours,

Bob Addiego

Digitally signed by Bob Addiego
DN: cn=Bob Addiego, o=Swinerton Mgmt &
Consulting, ou,
email=raddiego@swinerton.com, c=US
Date: 2015.06.24 10:30:05 -07'00'

Robert Addiego, LEED® AP
Project Executive

CC: Jeff Gee
Myrna Wagner
Project File

Attachment: Matrix of CM Tasks and Fee Proposal (FY14-15 Pavement Maintenance Project (2329) - 1 page)

CITY OF CONCORD - FY 14-15 Pavement Maintenance Project (P12329)

Matrix of CM Tasks and Fee Proposal for Construction Management Services (47 Work Days Construction)

6/24/2015
SWINERTON MANAGEMENT & CONSULTING

Rules are for work performed in 2015

Task	Robert Adiego - Project Executive SMC		Scott Christie - Sr. Project Manager SMC		Jorge Bernudez - PM / Sr. Inspector SMC		Brett Lowther - Sr. Inspector SMC		Total Cost Per Task
	Hours per Task	Rate/Hour	Hours per Task	Rate/Hour	Hours per Task	Rate/Hour	Hours per Task	Rate/Hour	
Construction Management Services:									
I - Pre-Award & Post Award Services									
1.1 Review Award Docs, Assist with Award & Notice-to-Proceed	2	\$340	2	\$306	0	\$0	0	\$0	\$646
II - Pre-Construction Activities									
2.1 Prepare Document Control Logs / Spreadsheets	0	\$0	4	\$612	0	\$0	0	\$0	\$612
2.2 Review Contract Documentation	2	\$340	2	\$306	0	\$0	0	\$0	\$646
2.3 Review Submittals (Work Plan, Traffic Control Plan, etc)	0	\$0	16	\$2,448	0	\$0	8	\$952	\$3,400
2.4 Coordinate with Utility Companies;	0	\$0	8	\$1,224	0	\$0	8	\$952	\$2,176
2.5 SMC Contract Administration	2	\$340	0	\$0	0	\$0	0	\$0	\$340
III - Construction Management Services									
3.1 Conduct Pre-construction Meeting, agenda & minutes	0	\$0	6	\$918	0	\$0	0	\$0	\$918
3.2 Coordinate with City Staff, Agencies, Consultants	0	\$0	8	\$1,224	0	\$0	4	\$476	\$1,700
3.3 Coordinate with Local Utilities	0	\$0	8	\$1,224	0	\$0	4	\$476	\$1,700
3.4 Maintain Project Docs per City / Caltrans Standards	0	\$0	8	\$1,224	0	\$0	8	\$952	\$2,176
3.5 Process / Track RFIs	0	\$0	12	\$1,836	0	\$0	0	\$0	\$1,836
3.6 Process / Track Submittals	0	\$0	12	\$1,836	0	\$0	0	\$0	\$1,836
3.7 Receive / Review Certified Payroll Reports	0	\$0	8	\$1,224	0	\$0	4	\$476	\$1,700
3.8 Labor Compliance Field Interviews	0	\$0	0	\$0	0	\$0	0	\$0	\$0
3.9 Review and Process Monthly Progress Payments	0	\$0	8	\$1,224	0	\$0	4	\$476	\$1,700
3.10 Monitor Contractor's Progress Schedule	0	\$0	8	\$1,224	0	\$0	0	\$0	\$1,224
3.11 Provide On-Site Inspection Services	0	\$0	40	\$6,120	0	\$5,000	180	\$21,420	\$32,540
3.12 Monitor/Enforce On-site Safety	0	\$0	8	\$1,224	0	\$0	8	\$952	\$2,176
3.13 Process & Issue Change Orders	0	\$0	8	\$1,224	0	\$0	0	\$0	\$1,224
3.14 Negotiate contract dispute, schedule delays and claims	0	\$0	4	\$612	0	\$0	0	\$0	\$612
3.15 Prepare Contract Amendment	0	\$0	2	\$306	0	\$0	2	\$238	\$544
3.16 Issue and Respond to Non-Compliance Issues	0	\$0	10	\$1,530	0	\$0	6	\$714	\$2,244
3.17 Conduct Project Meetings	0	\$0	10	\$1,530	0	\$0	0	\$0	\$1,530
3.18 Prepare Project Status Reports	0	\$0	12	\$1,836	0	\$0	12	\$1,428	\$3,264
3.19 Perform Final Inspection & Punch Lists w/ EOR	0	\$0	8	\$1,224	4	\$500	16	\$1,904	\$3,628
3.20 Provide Project Photo Progress Reports	0	\$0	4	\$612	0	\$0	0	\$0	\$612
3.21 Attend Meetings/ Management Oversight	0	\$0	8	\$1,224	0	\$0	8	\$952	\$2,176
3.22 Assist with Community Outreach	0	\$0	4	\$612	0	\$0	0	\$0	\$612
3.23 Prepare for Audit of Project Files (if needed)	0	\$0	4	\$612	0	\$0	0	\$0	\$612
IV - Post Construction Services									
4.1 Compile / Prepare As-Built Drawings	0	\$0	8	\$1,224	0	\$0	8	\$952	\$2,176
4.2 Prepare Final Estimate & Payment	0	\$0	4	\$612	0	\$0	0	\$0	\$612
4.3 Prepare Acceptance Document for City Council Approval	0	\$0	2	\$306	0	\$0	0	\$0	\$306
4.4 Prepare/Submit Notice of Completion	0	\$0	2	\$306	0	\$0	0	\$0	\$306
4.5 SMC Contract Administration	4	\$680	0	\$0	0	\$0	0	\$0	\$680
Subtotal Hours	10		248		44		280		
Subtotal Cost per Consultant Individual		\$1,700		\$37,944		\$5,500		\$33,320	
Consultant Subtotal									\$78,464
Allowance for Special Inspection and Materials Testing									
Special Inspection and Materials Testing Services		\$15,000							\$15,000
Additional Cost-Reproduction, Photos, Misc Office Supplies		\$250							\$250
Additional Cost-Allowance Subtotal		\$15,250							\$15,250
GRAND TOTAL									\$93,714

Assumptions:

- 1 Allowance for Special Inspection and Materials Testing is an estimate - the actual costs will be dependent on the Contractor's schedule and efficiency in completing the work.
- 2 Actual costs for Special Inspection will be dependent on the number of Contractor-requested inspections.