



Staff Report

Date: March 22, 2016

To: City Council

From: Valerie J. Barone, City Manager

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

Prepared by: Robert Ovadia, City Engineer
Robert.ovadia@cityofconcord.org
(925) 671-3470

Subject: **Accept Improvements for FY 14-15 Pavement Maintenance Project (affecting 78 streets), Project No. 2329, constructed by Intermountain Slurry Seal, Inc. of Reno, Nevada, direct the City Clerk to File a Notice of Completion, and approve a Professional Services Agreement Amendment with Swinerton Management and Consulting for construction management services in the amount of \$3,400. (funded by Measure J, Measure Q, and Golf Enterprise Funds)**

REPORT IN BRIEF

Intermountain Slurry Seal, Inc. of Reno, Nevada, has completed all work associated with the FY14-15 Pavement Maintenance Project (Project No. 2329) and has provided the required warranty. This project performed maintenance on 78 City streets. On September 8, 2015, the City Council approved Contract Change Order No. 1 (CCO No. 1), in the amount of \$114,384, to add pavement rehabilitation improvements at the Diablo Creek Golf Course Parking Lot to the project. This work has also been completed and is included within the required warranty.

Swinerton Management and Consulting (Swinerton) was hired via a Professional Services Agreement in the amount of \$93,714 to provide construction management services for the project. The additional work approved at the golf course increased the firm's level of effort for construction inspection and management services by \$3,400. The additional services provided by Swinerton were necessary for project completion and were not in the original project budget; staff has determined that the additional costs are reasonable for the services provided.

City Council Agenda Report

Accept Improvements for FY 14-15 Pavement Maintenance Project, Project No. 2329, direct the City Clerk to File a Notice of Completion, and approve a Professional Services Agreement Amendment with Swinerton Management and Consulting for Construction Management Services in the amount of \$3,400

March 22, 2016

RECOMMENDED ACTION

Staff recommends that the City Council accept the improvements for the FY14-15 Pavement Maintenance Project (Project No. 2329) constructed by Intermountain Slurry Seal, Inc., direct the City Clerk to file a Notice of Completion, and approve a professional Services Amendment with Swinerton Consulting and Management in the amount of \$3,400 for construction management services.

BACKGROUND

On July 28, 2015, the City Council awarded a construction contract in the amount of \$1,551,551 for the FY14-15 Pavement Maintenance Project (Project No. 2329) to Intermountain Slurry Seal, Inc. (Intermountain). The project included base repairs and slurry seal improvements along 78 City streets in the City's geographic area Zone 3 (Attachment No. 1). The work also included miscellaneous concrete repairs such as curb, gutter and sidewalk, and valley gutter improvements. Swinerton Management and Consulting was issued a Professional Services Agreement (PSA) in the amount of \$93,714 (6% of original construction contract amount) to provide construction inspection and management services for the project.

On September 8, 2015, the City Council approved a contract change order in the amount of \$114,384 and an associated budget transfer in the amount of \$147,500 from the Golf Course Enterprise Fund (Fund 700) to add pavement rehabilitation improvements at the Diablo Creek Golf Course parking lot to the project. The scope of work added to the project included approximately 3,000 linear feet of crack sealing, 11,800 square feet of base repairs, 5,650 square yards of slurry seal, and installation of approximately 3,500 linear feet of parking lot striping and markings. Although the construction contract with Intermountain was increased via CCO No.1 to include the pavement repair at the golf course, the PSA with Swinerton for construction inspection and management of the enlarged project was not revised at that time.

ANALYSIS

Intermountain has completed all work associated with the FY14-15 Pavement Maintenance Project (Project No. 2329). Staff has inspected the work for compliance with the project plans and specifications. Intermountain has provided the required 10 percent warranty bond, which guarantees the work from defects for one year.

Swinerton has also completed all construction inspection and maintenance work associated with FY 14-15 Pavement Maintenance Project (Project No 2329). The additional construction scope to include the pavement repairs at the golf course required an increased level of effort for construction inspection and management services. Swinerton tried to provide the necessary additional services within their original contract amount, but exceeded their original contract amount (\$93,714) by

City Council Agenda Report

Accept Improvements for FY 14-15 Pavement Maintenance Project, Project No. 2329, direct the City Clerk to File a Notice of Completion, and approve a Professional Services Agreement Amendment with Swinerton Management and Consulting for Construction Management Services in the amount of \$3,400

March 22, 2016

\$3,400. Staff has reviewed the additional work effort that was completed by Swinerton and recommends that additional fee is reasonable for the additional services provided.

FINANCIAL IMPACT

This project was fully funded with Measure J, Measure Q, and Golf Course Enterprise Funds. The construction contract was completed in the total amount of \$1,660,525.08, which included the original contract in the amount of \$1,551,551 and two (2) contract change orders totaling \$108,974.08 (6.5%). The first in the amount of \$114,384 to construct pavement rehabilitation improvements at the Diablo Creek Golf Course, and the second reduced the contract cost by \$5,409.92 associated with the balancing of pay quantities at project closeout.

Sufficient Golf Course Enterprise funds remain to cover the \$3,400 Professional Services Agreement Amendment.

PUBLIC CONTACT

The City Council Agenda was posted.

ATTACHMENTS

1. City's Geographic Area Map & Street List
2. Notice of Completion
3. Amendment No. 1 to Professional Services Agreement

STREET MAINTENANCE ZONES
(ATTACHMENT 1)

Legend

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

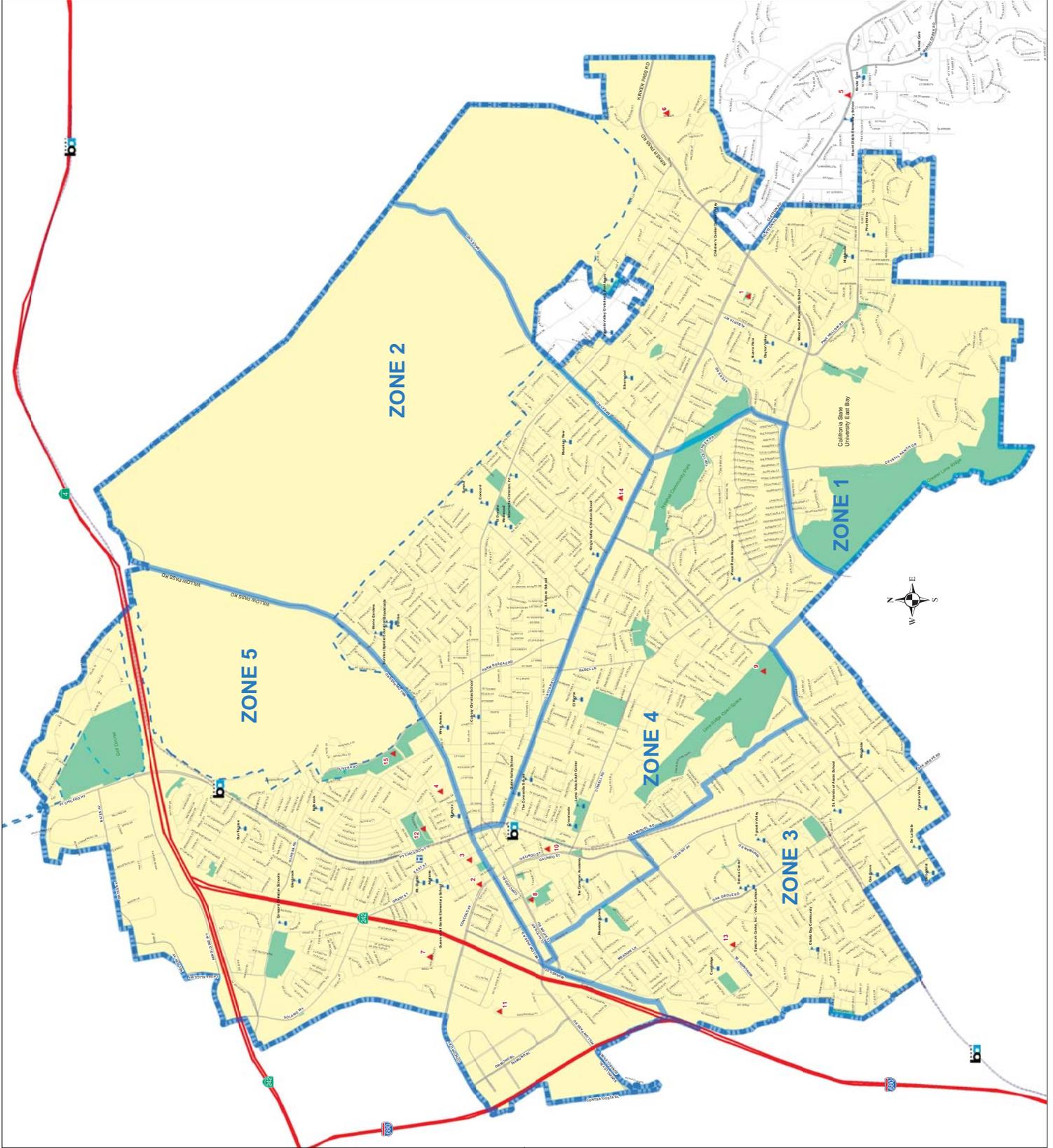
City Facilities

- 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



Disclaimer:
 Although every reasonable effort has been made to ensure the accuracy of this data, the user assumes all responsibility for any errors or omissions. The City of Concord does not warrant, represent or guarantee the accuracy, reliability, completeness or timeliness of any of the data provided hereon. The City of Concord is not liable for any damages or losses, including those caused by the use of the data provided hereon. The City of Concord is not liable for any damages or losses, including those caused by the use of the data provided hereon. Because the GIS data provided is not intended to be used for any other purpose, the City of Concord is not liable for any damages or losses, including those caused by the use of the data provided hereon.

Maintenance Zones
City of Concord



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
Carribbean 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
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

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
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

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

City Clerk
 City of Concord
 1950 Parkside Drive MS/03
 Concord, CA 94519

(Space Above This Line for Recorder's Use Only)
 [Exempt from recording fee per Gov. Code § 27383]

APN(s): n/a

NOTICE OF COMPLETION

(Cal. Civ. Code §§ 8180-8190, 8100-8118, 9200-9208)

A. The City of Concord, a California municipal corporation, entered into a written contract with **Intermountain Slurry Seal, Inc.**, dated **July 28, 2015**. The surety on said contract is held by **Chubb Group of Insurance Companies, Surety Department, 15 Mountain View Road, P.O. Box 1615, Warren, NJ 07061-1615.**

B. NOTICE IS HEREBY GIVEN THAT:

- (1) The name and address of the owner or reputed owner are:
City of Concord, 1950 Parkside Drive, Concord, CA 94519-2578
- (2) The name and address of the direct contractor are:
Intermountain Slurry Seal, Inc., 1005 Terminal Way Suite 220, Reno, NV 89502
- (3) The name and address of the construction lender, if any, are:
Not applicable
- (4) A description of the site sufficient for identification, including the street address of the site, if any, follows:
The real property herein referred to is situated in the City of Concord, County of Contra Costa, State of California, and is described as follows: Various locations identified in attached street list and parking lot of Diablo Creek Golf Course located at 4050 Port Chicago Hwy, Concord, CA 94520.
- (5) The name, address, and relationship to the parties of the person giving the notice:
City of Concord, a California Municipal Corporation, 1950 Parkside Drive, Concord, CA 94519; person giving notice and owner.
- (6) **The person giving this notice is not a claimant**
- (7) This notice is given for (check one):
 Completion of the work of improvement as a whole.
 Completion of a contract for a particular portion of the work of improvement. If the notice is given only of completion of a contract for a particular portion of the work of improvement as provided in California Civil Code Section 8186, provide the following information:
 - (a) The name and address of the direct contractor under that contract: See item B(2), above.
 - (b) A general statement of the work provided pursuant to the contract: See item A above.
- (8) If signed by the owner's successor in interest, the name and address of the successor's transferor:
Not applicable
- (9) The nature of the interest or estate of the owner: **right-of-way**
- (10) The date of completion:

I, **Robert Ovadia, PE**, say I am the City Engineer for the City of Concord, owner of the aforesaid interest or estate in the property described in the above Notice of Completion, and as such, make this verification on behalf of City of Concord; and that I have read the above Notice of Completion and know the contents thereof and that the facts stated therein are true of my own knowledge. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on _____, 20____, at
 Concord, California

(Signature)

ATTEST:

 Joelle Fockler, MMC
 City of Concord City Clerk

**FIRST AMENDMENT TO AGREEMENT
FOR PROFESSIONAL SERVICES**

THIS AMENDMENT, made and entered into this 10th day of February, 2016, by and between the City of Concord (hereinafter "CITY"), located in the County of Contra Costa, State of California, and Swinerton Management & Consulting (hereinafter "CONSULTANT"), 260 Townsend Street, San Francisco, California 94107

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. 2329 (FY 14-15 Pavement Maintenance)** for professional services including **additional construction management and inspection services** 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 **construction management and inspection services** in accordance with the Professional Services Agreement dated July 28th, 2015, Contract No. 5441. All other terms and conditions in the Professional Services Agreement dated July 28th, 2015, Contract No. 5441, shall remain in full force and effect, except as expressly amended herein.

2. COMPENSATION

CONSULTANT shall be compensated an **additional not to exceed \$3,400**, 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 28th, 2015, Contract No. 5441, shall remain in full force and effect.

3. TERM.

The term of this agreement shall continue to be **through July 28, 2016**. All other terms and conditions in the Professional Services Agreement dated July 28th, 2015, Contract No. 5441, shall remain in full force and effect.

1 Except as expressly amended herein, all other terms and conditions in the Professional
2 Services Agreement dated July 28th, 2015, Contract No. 5441, shall remain in full force and effect.

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

5 **CONSULTANT**

CITY OF CONCORD, a Municipal Corporation

6
7 By: 

By: _____

8 Name: Jeffery Gee
9 Title: Vice President/General Manager
10 Address: 260 Townsend Street
San Francisco, CA 94107
11 Telephone: (415) 421-2980

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

12 APPROVED AS TO FORM:

ATTEST:

13
14 _____
City Attorney

_____ City Clerk

15
16 Date: _____, 2016

17
18 **FINANCE DIRECTOR'S CERTIFICATION:**
Concord, California

19
20 Date: _____, 2016

21 I HEREBY CERTIFY THAT ADEQUATE FUNDS EXIST OR WILL BE RECEIVED
22 DURING THE CURRENT FISCAL YEAR 2015/16 TO PAY THE ANTICIPATED
EXPENSES TO BE INCURRED PURSUANT TO THIS CONTRACT.

23 The Sum of **\$3,400**

24 Account Code: 7009500C999/7002329111 74250

25
26 _____
Finance Director's Signature

Swinerton Management & Consulting – PJ2329 – Amendment 1 to PSA Contract No. 5441



February 1, 2016

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)
Request for Proposal Amendment for Construction Management & Inspection Services

Dear Mr. Rogers:

Swinerton Management & Consulting (Swinerton) is requesting a proposal amendment to complete our Construction Management and Inspection Services on the City's 2014-2015 Pavement Maintenance Project. Due to added construction scope and efforts described below, we will exhaust our budgeted hours prior to completing the project close-out. In order to complete the close-out, we are requesting an additional 24 hours (16 hours for Sr. Project Manager and 8 hours for Sr. Inspector) for a total of \$3,400.00.

SCOPE OF SERVICES

- Added additional area for Madigan Court dig-outs/pavement repairs at the end of the dig out phase, in response to residents' requests and the determination that there was adequate and available contract funds.
- Extended slurry seal by approximately 44,000 SF on San Simeon Dr. (north of St. Joseph Dr. to cul de sac)
- Coordinated with contractor on work-around detail for improved sidewalk surface over existing tree roots on Weaver Lane so that mature shade trees could be retained; included city-approved root barrier.
- Coordinated Contractor's use of the city owned property for staging use at the intersection of Market/Clayton.
- Added golf course parking lot work – dig-outs, crack sealing, slurry seal, and new striping.
- Reviewed and measured actual quantities onsite to dispute contractor's claim for higher quantities (primarily on concrete work).
- Complete the Close-out documents.

As with all of our budgets, this amendment will be a not-to-exceed amount of **\$3,400.00**. If you have any questions or require additional clarification, please do not hesitate to call me at (925) 270-5636.

Very truly yours,

Robert Addiego, LEED® AP
Project Executive

CC: Jeff Gee
Myrna Wagner
Scott Christie