



Staff Report

Date: May 31, 2016

To: City Council

From: Valerie J. Barone, City Manager

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

Prepared by: Mario Camorongon, CIP Manager
Mario.camorongon@cityofconcord.org
925-671-3021

Subject: **Accept the improvements for Farm Bureau Road Safe Routes to School Improvements – Willow Pass Road to Wren Avenue, Project No. 2251, constructed by Graniterock Construction and direct the City Clerk to file a Notice of Completion; As part of closing out the contracts for this project approve construction contract change orders in the amount of \$51,208.25 and a budget transfer in the amount of \$30,000 for the construction contract and approve an amendment to the Project Management Contract with Swinerton Management & Consulting in the amount of \$18,840 and authorize the City Manager to execute the amendment; (Funded by: Safe Routes to School Grant, Measure J, OSIP, IT Operations, and Gas Tax Funds)**

Report in Brief

The Farm Bureau Road Safe Routes to School Improvements – Willow Pass Road to Wren Avenue project (Project No. 2251) designed and constructed Complete Streets improvements including: pavement widening, installation of bike lanes, new curb, gutter and sidewalk (primarily on the west side of Farm Bureau Road), accessible curb ramps, and storm water bio-treatment areas. This project is funded with a Safe Routes to School Grant, Measure J, OSIP, and Gas Tax Funds. The original construction contract for the project was \$823,464, with an overall total Capital Improvement Program (CIP) budget of \$1,392,470. This project is complete and the one year warranty has been filed.

City Council Agenda Report

Accept the improvements for Farm Bureau Road Safe Routes to School Improvements – Willow Pass Road to Wren Avenue, Project No. 2251
May 31, 2016

Construction Contract—Change Orders: The construction of this project was performed by Graniterock Construction. To date, five (5) Construction Contract Change Orders have been executed, totaling \$56,095.35. Four additional contract change orders remain to be issued to close the project. These changes address additional work required to resolve unanticipated construction issues, the balancing of construction materials quantities, and a delay claim from the contractor. Altogether the remaining construction contract change orders total \$51,208.25. Additionally, the City received reimbursement of minor delay charges from PG&E in the amount of \$4,260 which must be acknowledged in the construction budget.

Construction Management--Contract Amendment: Swinerton Management & Consulting (Swinerton) was issued a Professional Services Agreement (PSA) in the amount of \$84,745 to provide construction management and inspection services for the project. To date, one amendment to the contract has been executed in the amount of \$35,210. A second contract amendment adding \$18,840 is needed to compensate the company for unanticipated work necessary to resolve utility relocation issues and for negotiations with the contractor to resolve a delay claim.

Recommended Action

Staff recommends that the City Council take the following actions:

1. Accept the \$4,260.60 payment received from PG&E associated with costs incurred under Change Order No. 3 and appropriate the funds to the Farm Bureau Road Safe Routes to School Improvements – Willow Pass Road to Wren Avenue project account (Project No. 2251);
2. Approve Construction Contract Change Orders 6 thru 9 in the total amount of \$51,208.25;
3. Approve a budget transfer of \$30,000 to the Farm Bureau Road Safe Routes to School Improvements Project (Project No. 2251)
4. Approve Professional Services Agreement Amendment No. 2 with Swinerton in the amount of \$18,840 and authorize the City Manager to execute the agreement;
5. Accept the improvements for Farm Bureau Road Safe Routes to School – Willow Pass Road to Wren Avenue and direct the City Clerk to file a Notice of Completion.

Background

The Farm Bureau Road Safe Routes to School – Willow Pass Road to Wren Avenue (Project No. 2251) is complete. The project provided for the design and construction of Complete Streets improvements along this segment of the street, including: pavement widening, installation of bike lanes, new curb, gutter and sidewalk (primarily on the west side of Farm Bureau Road), accessible curb ramps, and storm water bio-treatment areas.

City Council Agenda Report

Accept the improvements for Farm Bureau Road Safe Routes to School Improvements
– Willow Pass Road to Wren Avenue, Project No. 2251
May 31, 2016

Construction Contract: A construction contract in the amount of \$823,464 was awarded by the City Council to Graniterock Construction (Graniterock) on December 9, 2014. Construction of this project is completed. To date, five (5) contract change orders have been executed as follows: Change Order No. 1, in the amount of \$4,009, for various miscellaneous works such as removal and relocation of fencing, installation of a gate, and construction of additional driveway width. Change Order No. 2, in the amount of \$1,790, was for additional irrigation system work. Change Order No. 3, in the amount of \$4,260.60 was for labor escalation costs due to PG&E's delay in completion of their relocation work. A claim was filed with PG&E to recoup these costs and has been received. Change Order No. 4 in the amount of \$8,190 provided an upgrade of the electrical pull boxes to include locking lids in order to reduce the potential for theft of the copper street lighting conductor wires. The total amount of the first four Change Orders is \$18,249.60 and was approved by staff within its authority.

Change Order No. 5, in the amount of \$37,926.75, installed underground conduits and boxes to accommodate future traffic signal improvements identified by the City's Traffic Division. Because the total cost of Change Order No. 5 exceeded staff's approval authority, it was presented and approved by City Council on December 8, 2015. The total cost of executed Change Orders to date is \$56,176.35.

Construction Management Contract:

Swinerton Management & Consulting (Swinerton) was issued a Professional Services Agreement (PSA) in the amount of \$84,745 to provide construction management and inspection services for the project. To date, one amendment to the contract has been executed in the amount of \$35,210. Swinerton provided additional services associated with change order negotiations with the contractor, additional coordination with utility agencies, and support to staff on the review and settlement of delay claims with the contractor. None of these services were covered under the original Construction Management contract. The extra costs related to these services are included in PSA Amendment No. 2, in the amount of \$18,840 (Attachment 5).

Analysis

Graniterock has completed all work associated with the Farm Bureau Road Safe Routes to School Improvements – Willow Pass Road to Wren Avenue (Project No. 2251). Staff has inspected the work and found it compliant with the project plans and specifications. Graniterock has provided the required 10 percent warranty bond, which guarantees the work from defects for one year.

Construction Contract—Change Orders: While construction was underway, various change orders and miscellaneous changes were requested by the City to properly complete the project. Change Order No. 6 (Attachment 1), in the amount of \$5,000, is associated with the construction of additional sidewalk in the areas behind the relocated utility poles on the west side of the street to create a smoother path of travel. Change Order No. 7 (Attachment 2), in the amount of \$2,221.50, provided for the installation of

additional irrigation sleeves in areas of unforeseen utility conflicts and changes the type of root barriers used in the project. Change Order No. 8 (Attachment 3), in the amount of \$11,000.25, is for additional street dig-outs, an increased number of mailboxes (added 5 units), changed street light luminaires to provide induction lighting, miscellaneous fence construction, and other minor asphalt pavement construction work.

Additionally, the contractor submitted a “Notice of Potential Claim” (NOPC), in the amount of \$91,486.50, related to delays and remobilization costs associated with the project delay caused by the failure of the various involved utilities to move their service lines and poles within the agreed upon project timeframes. Staff, with the support of the project manager (Swinerton), reviewed the claims submitted, required additional information and negotiated this claim with the contractor. Staff and the contractor concur that the supported settlement costs for this claim is \$32,986.50. This item is Change Order No. 9 (Attachment 4). The City Attorney’s office will be pursuing a claim against PG&E and the other utility companies for reimbursement of this cost, because it was the result of their failure to perform in a timely manner (similar to how the City obtained reimbursement from PG&E for Change Order No. 3). In the meantime, the City is responsible for reimbursing the contractor for this amount.

The total of all of the change orders (1 through 9) amounts to \$107,384.60. This is approximately 13% of the original construction contract amount. This is larger than is traditional largely because of the significant project delay caused by failure of the utility companies to perform within their agreed to timeframes and a City desire to add conduits and boxes into the project to accommodate future traffic signal improvements in the area.

Construction Management—Contract Amendment: Swinerton provided additional services associated with change order negotiations with the contractor, additional coordination with utility agencies, and support to staff on the review and settlement of delay claims with the contractor. None of these services were covered under the original Construction Management contract. The extra costs related to these services are included in PSA Amendment No. 2, in the amount of \$18,840 (Attachment 5). The City Attorney’s office is pursuing a claim against PG&E and the other utility companies for reimbursement of the portion of this cost that relates to the failure of the utility companies to perform in a timely manner (similar to how the City obtained reimbursement from PG&E for Construction Contract Change Order No. 3).

Financial Impact

This project is funded by Safe Routes to School Grant, Measure J, OSIP, IT Operations (for the conduit installation), and Gas Tax Funds. A budget transfer in the amount of \$30,000 from the Farm Bureau Road Reconstruction Design (Wren Avenue to Clayton Road) Project No. 2252 Fund 420 in the amount of \$30,000 is required to fully fund this project. Project No. 2252 has sufficient funding to accommodate this transfer. Project

No. 2252 is completed and will be scheduled for close out with the next Fiscal Year budget.

Public Contact

The City Council agenda was posted in accordance with legal requirements.

Attachments

1. Change Order No. 6
2. Change Order No. 7
3. Change Order No. 8
4. Change Order No. 9
5. Professional Services Agreement Amendment No. 2 (Swinerton)
6. Notice of Completion



CITY OF CONCORD
CONTRACT CHANGE ORDER

ORDER NO. 6
SHEET 1 OF 2
FILE NO. 4.09

PROJECT NAME Farm Bureau Rd. SRTS Project	PROJECT NUMBER 2251
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TO: Granite Rock Company
CONTRACTOR

You are hereby directed to make the herein-described changes from the plans and specifications or to do the following described work not included in the plans and specifications on this contract:

DESCRIPTION OF WORK TO BE DONE

Description of work to be done (segregated between additional work at contract price, agreed price, and force account), estimate of quantities, and prices to be paid. The percentage shown is the net accumulated increase or decrease from the quantity shown on the bid proposal.

The new concrete sidewalk on the west side of Farm Bureau Rd. has been constructed per project plans, with 36 inch clearance (minimum) at the back of the joint poles. The City desires to increase the clearance to 48 inches, and hereby directs Contractor to construct sidewalk extensions at the back of joint poles per attached 10/23/15 revision to detail 38/sheet 3 of the project plans. As shown and discussed at weekly progress meeting 10/28/15, also sawcut and remove existing concrete "bulb out" at back of walk. Dowel as indicated and in accordance with Concord Standard Plan S-12 (excerpt attached). There are 6 affected locations (indicated by address on Farm Bureau Rd.):

- 5 cases with "bulb out" at back of walk: 1861, 1869, 1879 and 1885
- 1 case Straight back of walk at 1863

Perform work on a Force Account/Time and Materials basis; estimated total cost \$ 5,000.

Time of completion: increase by 3 working days.

FUNDS FOR THIS CHANGE ARE/ARE NOT TO BE USED FROM CONTINGENCY.

Attachments: 2 sheets (as noted above)

"The compensation (time and cost) set forth in this Change Order comprises the total compensation due the Contractor, all Subcontractors and all suppliers, for the work or change defined in this Change Order, including all impact on any unchanged work. By signing this Change Order, the Contractor acknowledges and agrees, on behalf of himself, all Subcontractors, and all suppliers, that the stipulated compensation includes payment for all work contained in this Change Order, plus all payment for the interruption of schedules, extended overhead cost, delay, and all impact, ripple effect or cumulative impact on all other work under this Contract. The signing of this Change Order shall indicate that this Change Order constitutes full mutual accord and satisfaction for the change, and that the time and/or cost under this Change Order constitutes the total equitable adjustment owed the Contractor, all Subcontractors, and all suppliers, as a result of the change. The Contractor, on behalf of himself, all Subcontractors, and all suppliers, agrees to waive all rights, without exception or reservation of any kind whatsoever, to file any further claim or request for equitable adjustment of any type, for any reasonably foreseeable cause that shall arise out of or as a result of this Change Order or the impact of this Change Order on the remainder of the work under this Contract."

Therefore, the contract price is increased by \$5,000.00 from \$879,640.35 to \$884,640.35 and the number of working days will be increased by 3 from 75 to 78 working days.

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ESTIMATED COST AND APPROVALS

ESTIMATED COST: DECREASE \$		INCREASE \$5,000.00	FUND 420 9500 c999 74200, 420 2252 111 74200	CITY COUNCIL ACTION REQUIRED <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<input checked="" type="checkbox"/> By reason of this change, 3 working days extension of time will be allowed. <input type="checkbox"/> Time extension to be determined in accordance with Standard Specifications		CHANGE REQUESTED BY  Scott Christie		DATE 10-29-2015
SUBMITTED/REVIEWED BY  RESIDENT ENGINEER	DATE 10-29-15	APPROVED BY  CITY ENGINEER	DATE 1/29/16	

CONTRACTOR'S ACCEPTANCE

I, the undersigned contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that I will provide all equipment, furnish all materials (except as may otherwise be noted above), and perform all services necessary for the work above specified, and will accept as full payment therefor the prices shown above. This change order represents full and fair compensation for the work listed above as to labor, material, equipment and all other costs and I hereby waive all claims for all effects caused by any of the above changes.

NOTE: This Change Order is not effective until approved by the City Engineer.

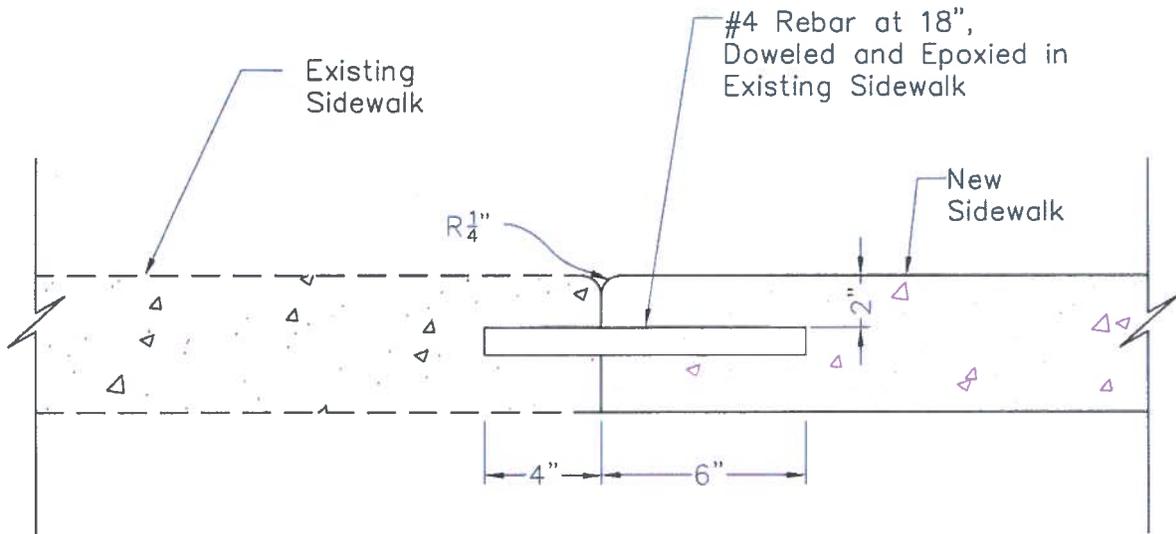


 CONTRACTOR

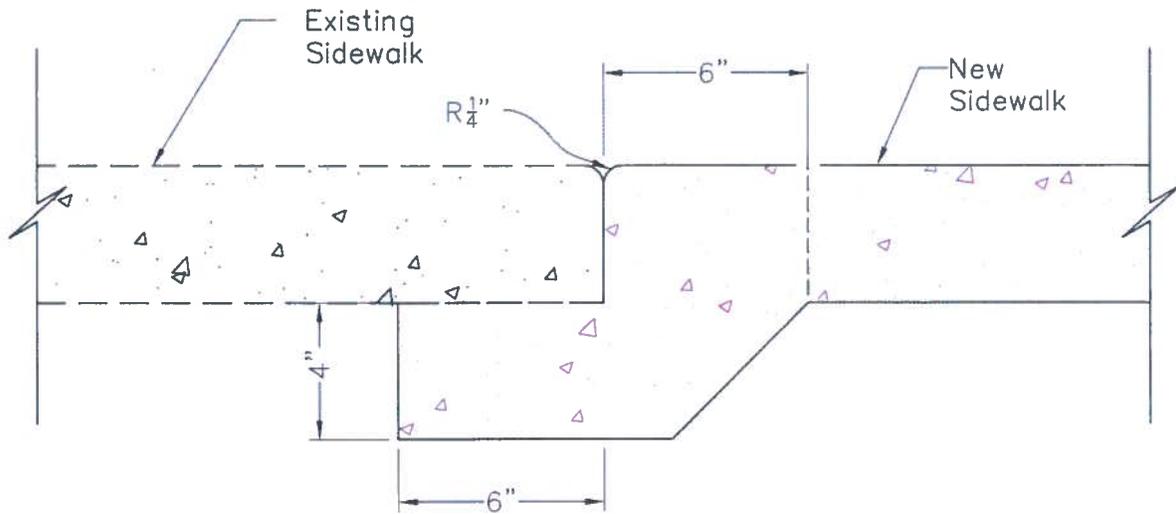
1/15/16

 DATE

CONSTRUCTION JOINT
EXISTING TO NEW



DOWELED CONNECTION



SPECIAL JOINT

(Optional at Engineer's discretion)

Not to Scale



[Signature]
City Engineer

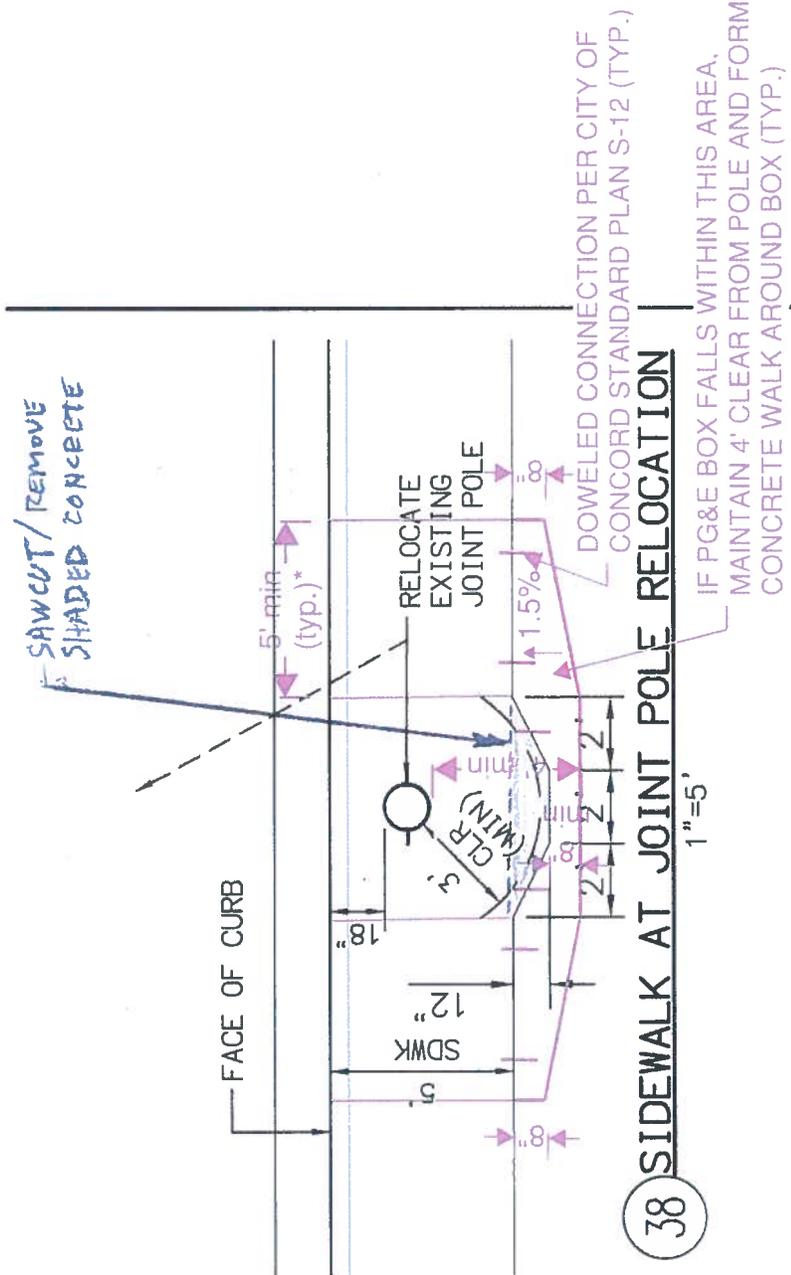
01/16/07
Date

NO	BY	DATE	REVISION

SHEET
2 of 3

WEAKENED PLANE
JOINTS AND SCORE
LINES IN SIDEWALK
CONSTRUCTION JOINTS

S-12



38 SIDEWALK AT JOINT POLE RELOCATION
1"=5'

*NOTE:
IF CURB RAMP OR DRIVEWAY SLOPE IS IN SIDEWALK PANEL NEXT TO POLE, MATCH SLOPE AND CONCRETE SECTION.

REVISED DETAIL: 10/23/15 BY J. HARMON



CITY OF CONCORD
CONTRACT CHANGE ORDER

ORDER NO. 7
 SHEET 1 OF 2
 FILE NO. 4.09

PROJECT NAME Farm Bureau Rd. SRTS Project	PROJECT NUMBER 2251
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TO: Granite Rock Company
 CONTRACTOR

You are hereby directed to make the herein-described changes from the plans and specifications or to do the following described work not included in the plans and specifications on this contract:

DESCRIPTION OF WORK TO BE DONE

Description of work to be done (segregated between additional work at contract price, agreed price, and force account), estimate of quantities, and prices to be paid. The percentage shown is the net accumulated increase or decrease from the quantity shown on the bid proposal.

The city is issuing this change order to confirm various field orders (for which work has already been performed in some cases) and other misc. changes requested, as follows:

1. Install additional mainline irrigation sleeves where conflicts exist which were not reflected in plans, per Contractor's proposal dated 7-21-15.
 Increase contract value by: **\$ 1,593.60**

2. Revise specified root barriers (reference note on detail S38/sheet 20) to City preferred brand "Biobarrier" per Contractor's proposal dated 7-21-15.
 Increase contract value by: **\$ 627.90**

Change in contract value: **\$ 2,221.50**

Time of completion: increase by 1 working days.

FUNDS FOR THIS CHANGE ARE/ARE NOT TO BE USED FROM CONTINGENCY.

Attachments: 2 (as noted above)

"The compensation (time and cost) set forth in this Change Order comprises the total compensation due the Contractor, all Subcontractors and all suppliers, for the work or change defined in this Change Order, including all impact on any unchanged work. By signing this Change Order, the Contractor acknowledges and agrees, on behalf of himself, all Subcontractors, and all suppliers, that the stipulated compensation includes payment for all work contained in this Change Order, plus all payment for the interruption of schedules, extended overhead cost, delay, and all impact, ripple effect or cumulative impact on all other work under this Contract. The signing of this Change Order shall indicate that this Change Order constitutes full mutual accord and satisfaction for the change, and that the time and/or cost under this Change Order constitutes the total equitable adjustment owed the Contractor, all Subcontractors, and all suppliers, as a result of the change. The Contractor, on behalf of himself, all Subcontractors, and all suppliers, agrees to waive all rights, without exception or reservation of any kind whatsoever, to file any further claim or request for equitable adjustment of any type, for any reasonably foreseeable cause that shall arise out of or as a result of this Change Order or the impact of this Change Order on the remainder of the work under this Contract."

Therefore, the contract price is increased by \$2,221.50 from \$884,640.35 to \$886,861.85 and the number of working days will be increased by 1 from 78 to 79 working days.

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ESTIMATED COST AND APPROVALS

ESTIMATED COST: DECREASE \$		INCREASE \$2,221.50	FUND 420 9500 c999 74200, 420 2252 111 74200	CITY COUNCIL ACTION REQUIRED <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<input checked="" type="checkbox"/> By reason of this change, 1 working days extension of time will be allowed. <input type="checkbox"/> Time extension to be determined in accordance with Standard Specifications		CHANGE REQUESTED BY  Scott Christie		DATE 12-8-2015
SUBMITTED/REVIEWED BY  RESIDENT ENGINEER	DATE 12-8-15	APPROVED BY  CITY ENGINEER	DATE 1/29/16	

nee

CONTRACTOR'S ACCEPTANCE

I, the undersigned contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that I will provide all equipment, furnish all materials (except as may otherwise be noted above), and perform all services necessary for the work above specified, and will accept as full payment therefor the prices shown above. This change order represents full and fair compensation for the work listed above as to labor, material, equipment and all other costs and I hereby waive all claims for all effects caused by any of the above changes.

NOTE: This Change Order is not effective until approved by the City Engineer.



CONTRACTOR

1/15/16

DATE



July 21, 2015

Scott Christie
City of Concord
1950 Parkside Drive
Concord, CA 94519
(415)416-4590

PROJECT: Farm Bureau Road Safe Routes to School Project
Project No. 2251
Graniterock Job No. 5317

SUBJECT: Additional Irrigation Sleeves

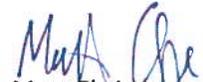
Scott,

As requested, please see attached cost proposal for the additional 120LF of irrigation sleeves that need to be installed. This is due to the locations where the mainline irrigation is in conflict with existing conditions.

Should there be any questions, please feel free to contact me (650)722-3407.

Sincerely,

Granite Rock Company


Matt Christie
Project Manager

Neary Landscape Inc.

PO Box 249 Cotati, CA 94931
707.588.8677 p 707.588.8674 f

Change Order Request

Job Name: Farm Bureau Rd. Safe Routes to School

Date: 7/21/15

Description of work: Add Sleeves where mainline is in conflict with existing conditions and additional labor spent resolving conflict

Labor				
Classification	Pay Rate	Unit	Hours	Ext.
Foreman	\$67.76	hr	8	\$542.08
Laborer	\$59.71	hr	8	\$477.68
Equipment				
Materials				
	Quan.	Unit	Unit Price	Ext.
3" PVC Sleeve	120	LF	\$2.50	\$300.00
Labor, Equipment and Material Subtotal				\$1,319.76
Labor, Equipment and Materials Mark up (15%)				\$197.96
Total				\$1,517.72

*More effort as
B.O.W. /
(E) fence
tight to comp.*

+ 5% Markup \$75.88

Total = \$1,593.60



August 14, 2015

Scott Christie
City of Concord
1950 Parkside Drive
Concord, CA 94519
(415)416-4590

PROJECT: Farm Bureau Road Safe Routes to School Project
Project No. 2251
Graniterock Job No. 5317

SUBJECT: Bio Barrier Cost Proposal

Scott,

As requested, please see attached cost proposal for the bio barrier.

Neary Landscape = \$598.00 + 5% Subcontractor Markup (\$29.90) = \$627.90

Total cost proposal = \$627.90

Should there be any questions, please feel free to contact me (650)722-3407.

Sincerely,

Granite Rock Company

Matt Christie
Project Manager



CITY OF CONCORD
CONTRACT CHANGE ORDER

ORDER NO. 8
 SHEET 1 OF 3
 FILE NO. 4.09

PROJECT NAME Farm Bureau Rd. SRTS Project	PROJECT NUMBER 2251
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TO: Granite Rock Company
 CONTRACTOR

You are hereby directed to make the herein-described changes from the plans and specifications or to do the following described work not included in the plans and specifications on this contract:

DESCRIPTION OF WORK TO BE DONE

Description of work to be done (segregated between additional work at contract price, agreed price, and force account), estimate of quantities, and prices to be paid. The percentage shown is the net accumulated increase or decrease from the quantity shown on the bid proposal.

The city is issuing this change order to confirm various field orders (for which work has already been performed in some cases) and other misc. changes requested, as follows. For Time & Material basis (T&M) work items, Contractor shall obtain city representative signature on time sheets on a daily basis per Special Provisions.

1. Reference Contractor's 7-21-15 RCO: To avoid trenching adjacent to PG&E power pole (for 15 inch stormdrain collector pipe at bioswale #2), reduce quantity of bid item #52 (15 inch SD pipe) by 35.8 LF and increase quantity of bid item #53 (6 inch perforated pipe) by 35.8 LF. Surplus 15 inch SD pipe was returned to supplier for no charge. (Quantities and values to be adjusted in balancing change order). Net change in contract bid line item values: **\$ (2,685.00)**

 Additional survey work by Contractor: Increase contract value by: **\$ 1,000.00**
2. Reference Contractor's 8-14-15 RCO: Change street light luminaires to meet induction lighting equipment standards of city. House side shields requirement per plans to be resolved.
 Requested amount: **\$ 3,465.00**
 Less – Tanko sample (returned) \$795. + 5% markup: **(834.75)**
 Increase contract value by: **\$ 2,630.25**
3. Per city request 8/12/15 (email), place compacted HMA at vertical displacement in sidewalk on Gemini Ct. east of the new curb ramp on the south corner. Perform work on T&M basis.
estimated \$ 150.00
4. Per city request 10/22/15 (email), remove and relocate portion of approximate 3.5 ft. high wood fence at 1854 Farm Bureau which conflicts with the new curb ramp at the south east corner of Wren & Farm Bureau. Perform work on T&M basis.
estimated \$ 700.00
5. Per city request 10/30/15 (email), place concrete and decomposed granite in accordance with 10/30/15 sketch at the south east corner of Wren & Farm Bureau. Perform work on T&M basis.
estimated \$ 1,000.00
6. Per city request 10/31/15 (email), remove and reset fence boards and install running board/grade break at 1891 Farm Bureau per sketch dated 9-30-15. Note backfill material and installation costs are not extra work and part of contract work. Perform work on T&M basis.
estimated \$ 1,300.00
7. Per city request 11/16/15 (email), increase driveway conforms at 1863 and 1865 Farm Bureau Rd. by approximately 5 feet to accommodate accessibility/special needs vehicles and to meet pre-existing access. Increase quantities at unit prices for removal of a.c. (bid item #7) and a.c. pavement (bid item #16). Net change in contract bid line item values: **\$ 1,000.00**

8. Per city request 11/19/15 (email) and 11/30/15 (email), increase street digouts (item 49, "construct full depth pavement repair), approx. 100 SF as marked in vicinity of Sta. 14+00 and 85 SF at the CCWD trench where water line jump-over was installed at SD crossing.
Increase contract bid line item 49 value by 185 SF x \$13/SF = \$ 2,405
9. Per city request 12/2/15 (email), increase mail box quantities to match actual field quantities.
Increase contract bid line item 12 value by 5 EA x \$700 = \$ 3,500.00

Subtotal change in estimated contract value of contract bid line items (to be reflected in balancing change order for): **\$ 4,220.00**
Subtotal change in estimated contract value for negotiated extra work and T&M work **6,780.25**
Total change in estimated contract value **\$ 11,000.25**

Time of completion: increase by 3 working days.

FUNDS FOR THIS CHANGE ARE/ARE NOT TO BE USED FROM CONTINGENCY.

Attachments: 9 (as noted above)

"The compensation (time and cost) set forth in this Change Order comprises the total compensation due the Contractor, all Subcontractors and all suppliers, for the work or change defined in this Change Order, including all impact on any unchanged work. By signing this Change Order, the Contractor acknowledges and agrees, on behalf of himself, all Subcontractors, and all suppliers, that the stipulated compensation includes payment for all work contained in this Change Order, plus all payment for the interruption of schedules, extended overhead cost, delay, and all impact, ripple effect or cumulative impact on all other work under this Contract. The signing of this Change Order shall indicate that this Change Order constitutes full mutual accord and satisfaction for the change, and that the time and/or cost under this Change Order constitutes the total equitable adjustment owed the Contractor, all Subcontractors, and all suppliers, as a result of the change. The Contractor, on behalf of himself, all Subcontractors, and all suppliers, agrees to waive all rights, without exception or reservation of any kind whatsoever, to file any further claim or request for equitable adjustment of any type, for any reasonably foreseeable cause that shall arise out of or as a result of this Change Order or the impact of this Change Order on the remainder of the work under this Contract."

Therefore, the contract price is increased by \$11,000.25 from \$886,861.85 to \$897,862.10 and the number of working days will be increased by 3 from 79 to 82 working days.

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ESTIMATED COST AND APPROVALS

ESTIMATED COST: DECREASE \$		INCREASE \$11,000.25	FUND 420 9500 c999 74200, 420 2252 111 74200	CITY COUNCIL ACTION REQUIRED <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<input checked="" type="checkbox"/> By reason of this change, 3 working days extension of time will be allowed. <input type="checkbox"/> Time extension to be determined in accordance with Standard Specifications		CHANGE REQUESTED BY  Scott Christie		DATE 12-21-2015
SUBMITTED/REVIEWED BY  RESIDENT ENGINEER		DATE 12-21-15	APPROVED BY  CITY ENGINEER	DATE 1/29/16

CONTRACTOR'S ACCEPTANCE

I, the undersigned contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that I will provide all equipment, furnish all materials (except as may otherwise be noted above), and perform all services necessary for the work above specified, and will accept as full payment therefor the prices shown above. This change order represents full and fair compensation for the work listed above as to labor, material, equipment and all other costs and I hereby waive all claims for all effects caused by any of the above changes.

NOTE: This Change Order is not effective until approved by the City Engineer.


 _____ CONTRACTOR

 1/15/16
 DATE

ITEM 1



July 21, 2015

Scott Christie
City of Concord
1950 Parkside Drive
Concord, CA 94519
(415)416-4590

PROJECT: Farm Bureau Road Safe Routes to School Project
Project No. 2251
Graniterock Job No. 5317

SUBJECT: Bio-swale Change Due to PG&E Power Pole

Scott,

As requested, please see attached cost proposal for the additional costs associated with the changes due to the revised design of the bio-swale near the existing PG&E power pole.

Graniterock to perform additional survey = \$1,000.00

15" SD Pipe = \$35/LF x 36.3LF (already procured) = \$1,270.50

* PIPE PICKED UP BY SUPPLIER
NO RESTOCK FEE.

Design Qty = 73LF
Revised Qty = 36.7LF
Delta = 36.3LF

Additional 6" perforated pipe = Quantity increase to Bid Item #53, \$75/LF x 35.8LF = \$2,685.00

Design Qty = 5LF
Revised Qty = 40.8LF
Delta = 35.8LF

Decrease of 15" Storm Drain Pipe = Quantity decrease to Bid Item #52, \$150/LF x 35.8LF = (\$5,370.00)

Please issue a change order for the additional costs due to the change in design.

Should there be any questions, please feel free to contact me (650)722-3407.

Sincerely,

Granite Rock Company

Granite Rock Company
120 Granite Rock Way, San Jose, CA 95136
Phone: (408) 574-1400 Fax: (408) 365-8349



Matt Christie
Project Manager

R&B Company

Quotation



Project: FARM BUREAU RD
Quote #: S1464115
Bid Date: 03/19/2015
Location: SAN JOSE, CA
Customer: PAVEX CONSTRUCTION COMPANY
R&B Estimator: Joe Franey
Phone #: 408-297-7935
E-mail: jfraney@rbcompany.com
Taxes: Taxes are not included in the quote. You must account for applicable taxes separately.

Qty	U/M	Description	Unit Price	Extension
FARM BUREAU RD SAFE ROUTE TO SCHOOL PROJECT				
220	ft	15 SDR35x20'PVC SEWER PIPE;GASKETED	35.00	7,700.00
Bid Total				\$7,700.00

Thank you for the opportunity to quote you this project and for your business!

We are pleased to offer you our proposal for furnishing the above material. This is our understanding of the requirements as indicated in the project plans & specifications. We believe the material does reasonably cover the requirements. However, you should carefully check this list as it is not in any way guaranteed.

The R&B Co. terms & conditions are set forth here:

<http://www.rbcompany.com/terms-and-conditions/>

These terms & conditions are incorporated herein, and this quote is subject to such terms & conditions. By accepting this quote, customer acknowledges it has read and approves these R&B Co. terms & conditions.

10/21/15 TC Brett + Joe
 - Branch in Oakley
 - can plv any time
 - no restock fee, no plv fee
 - will give GRc full credit

ITEM (2)



August 14, 2015

Scott Christie
City of Concord
1950 Parkside Drive
Concord, CA 94519
(415)416-4590

PROJECT: Farm Bureau Road Safe Routes to School Project
Project No. 2251
Graniterock Job No. 5317

SUBJECT: Upgraded 200W Induction Luminaires

Scott,

Please see attached cost proposal for upgrading to 200W Induction Luminaires.

Tennyson Electric = \$3,330.00 + 5% Subcontractor Markup (\$165.00) = \$3,465.00

Total cost proposal = \$3,465.00

Should there be any questions, please feel free to contact me (650)722-3407.

Sincerely,

Granite Rock Company

Matt Christie
Project Manager

TENNYSON ELECTRIC, INC.

TRANSMITTAL SHEET

TO: Matt Christie FROM: Manley Gough
EMAIL: mchristie@graniterock.com DATE: August 12, 2015
COMPANY: Granite
Farm Bureau Road Concord, CA

URGENT FOR REVIEW PLEASE COMMENT PLEASE REPLY PLEASE RECYCLE

Matt,

We submit our proposal for additional work requested as follows:

Revised Induction Luminaire:

Item	Description	Quantity	Unit Price	Extension
1.	Upgraded 200 W Induction Luminaire	8 EA	\$295.00	\$2,360.00
2.	Upgraded 120 W Induction Luiminaire	1 EA	\$175.00	\$175.00
3.	Sample Fixture (Rejected)	1 EA	\$795.00	\$795.00
Total				\$3,330.00

+5% Subcontractor Markup = \$165.00
Total = \$3,465.00

We exclude: Fees, permits, traffic control, staking, surveying, layout, off haul of spoils, handling of contaminated materials, asphalt or concrete removal or restoration, temp electrical, WPCP & SWPPP, dewatering.

If you have any questions or require any additional information please call me.

Sincerely,

Manley Gough

Manley Gough

Project Manager



QUOTATION

(Page 1 of 1)

2250 Stewart St. #9
Stockton, CA 95205
Tel: 209.943.2452
Fax: 209.943.0342

Attn: Estimating
Company:
Bid Date: 11/10/14
Date: 07/30/15
Project: Farm Bureau Safe Routes, Concord

Quoted By: Lauri Rivera
Spec. Year: 2010

NOTES: 1) PRICING FIRM FOR 30 DAYS 2) LEAD TIME: UPON REQUEST 3) PLUS TAX IF APPLICABLE 4) CALTRANS SOURCE INSPECTION NOT INCLUDED 5) 8.3 WELD AND TRAVEL FEES NOT INCLUDED 6) INDEPENDENT INSPECTION OR TESTING NOT INCLUDED 7) PRICING COMBINED PER BID ITEM AND SECTION FOR ESTIMATORS CONVENIENCE, ADDITIONAL BREAKOUT AVAILABLE UPON REQUEST

Quantity	Description	Price	Extension
CHANGE LUMINAIRE:			
8	DELETE TANKO 200 W INDUCTION	-\$400	-\$3,200
1	DELETE TANKO 120 W INDUCTION	-\$350	-\$350
REVISED CHANGED LUMINAIRE:			
8	INDUCTION LIGHTING 200 W LUMINAIRE	\$635	\$5,080
1	INDUCTION LIGHTING 120 W LUMINAIRE	\$490	\$490

$$\Delta \text{ 200W} = \begin{array}{r} 635 \\ -400 \\ \hline \$ 235 \end{array} \text{ EA.}$$

$$\Delta \text{ 120 W} = \begin{array}{r} 490 \\ -350 \\ \hline \$ 140 \end{array} \text{ EA}$$

AZCO SUPPLY, INC.
 2250 Stewart St., #9
 Stockton, CA 95205-3244

INVOICE

Invoice Number: 174862
 Invoice Date: Jul 1, 2015
 Page: 1
 Sales Order No: 90264

Voice: (209)943-2452
 Fax: (209)943-0437

Bill To:
 TENNYSON ELECTRIC, INC.
 7275 NATIONAL DR., SUITE A
 LIVERMORE, CA 94550

Ship to:
 TENNYSON ELECTRIC, INC.
 7525 NATIONAL DR
 LIVERMORE, CA 94550
 M.B.

Customer ID	Customer PO	Payment Terms	
TENNYSON	01150033/115003	Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
NANCI	BEST WAY	6/9/15	7/31/15

Ordered	Shipped	Backorder	Item	Description	Unit Price	Amount
1	1		LGHT	MARKED AS CONCORD/SAMPLE FIXTURE EW-3870 150-277-FL-2-5-BG-UL	440.0000	440.00

DATE RECEIVED

JUL 06 2015

TENNYSON ELECTRIC, INC

DATE RECEIVED

JUL 06 15

TENNYSON ELECTRIC, INC

Date: 8/10/15
 Job#: 115-003
 Asset#: 401-010
 Approval: [Signature]
 Approval: [Signature]

Subtotal	440.00
Sales Tax	41.80
Freight	13.00
Total Invoice Amount	494.80
Payment/Credit Applied	
TOTAL	494.80

Check/Credit Memo No:

Interest may be charged at the rate of 1.5% per month on all past due invoices.



1.855.ILF.BULB

info@inductionlightingfixtures.com

InductionLightingFixtures.com

FACTORY DIRECT WAREHOUSE

STREET LIGHTING

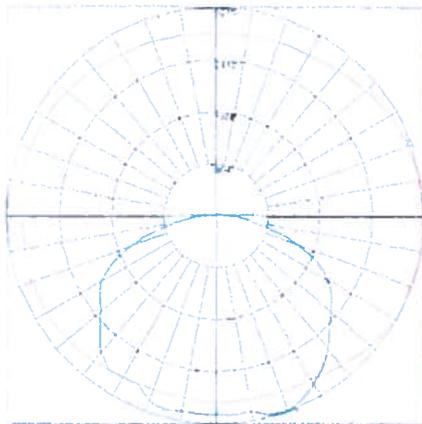
INDUCTION

IRW3100 • IRW3120 • IRW3150 • IRW3200

DESCRIPTION

The IRW3 series roadway fixture is an ideal choice for replacement of common HPS and Mercury Vapor cobra head fixtures. Its electronic ballast features a high >0.98 power factor for cool, efficient, flicker-free operation.

PHOTOMETRICS



Approved
M. H. ...
8/7/15

Maximum Candela = 2754.25 (measured at Horizontal Angle = 345° Vertical Angle = 120°)
#1 - Vertical Plane Through Horizontal Angles (345° - 165°) Through Max. Cd.
#2 - Horizontal Plane Through Vertical Angle (120°) Through Max. Cd.

PRODUCT INFORMATION

MODEL	LAMP STYLE	WATTS	VOLTAGE	COLOR*
IRW3100	Square	100	120v-277v	White
IRW3120	Square	120	120v-277v	White
IRW3150	Square	150	120v-277v	White
IRW3200	Square	200	120v-277v	White

* Custom Colors Available upon request

LAMP & BALLAST

A long lifetime rating of 100,000 hours or about 20 years operating hours 12 hours per 7 days per week. Electronic ballast features Class P rating, THD of less than 10%, constant output wattage, and fail-safe protection.

WARRANTY

Fixture guaranteed for 10 years against manufacturing defects.
Lamp and ballast guaranteed for 5 years.



Inner Square Lamp



Dimensions

Christie, Scott

ITEM (4)

From: Scott Christie <SChristie@swinerton.com>
Sent: Thursday, October 22, 2015 12:14 PM
To: Matt Christie
Cc: Brett Lowther; Camorongan, Mario
Subject: RE: Fences at Gemini Court and Wren Intersection

Matt,

Yes, please proceed, and Brett will work with Mike to agree on time/manpower spent on these tasks. Brett will check with the Gemini property owner (1874 FB Rd) to gain their permission. We already have permission of 1854 FB owner

Thanks,

Scott Christie, PE
Sr. Project Manager | Swinerton Management & Consulting
Cell: 415.416.5690
schristie@swinerton.com | www.swinerton.com

From: Matt Christie [<mailto:mchristie@Graniterock.com>]
Sent: Thursday, October 22, 2015 11:56 AM
To: Scott Christie
Cc: Brett Lowther
Subject: Fences at Gemini Court and Wren Intersection

Scott,

The fence at Gemini Court (white picketed fence) and fence at Wren Intersection are in conflict with the sidewalk. If the City would like Graniterock to remove and relocate these fences please provide direction for Graniterock to perform this work at Force Account. These need to be moved by tomorrow.

Thanks,
Matt

MATT CHRISTIE
Project Manager

mchristie@graniterock.com
CELL 650.722.3407 DIRECT 408.574.1446
120 Granite Rock Way San Jose, CA 95136
OFFICE 408.574.1400 FAX 408.365.8349



Christie, Scott

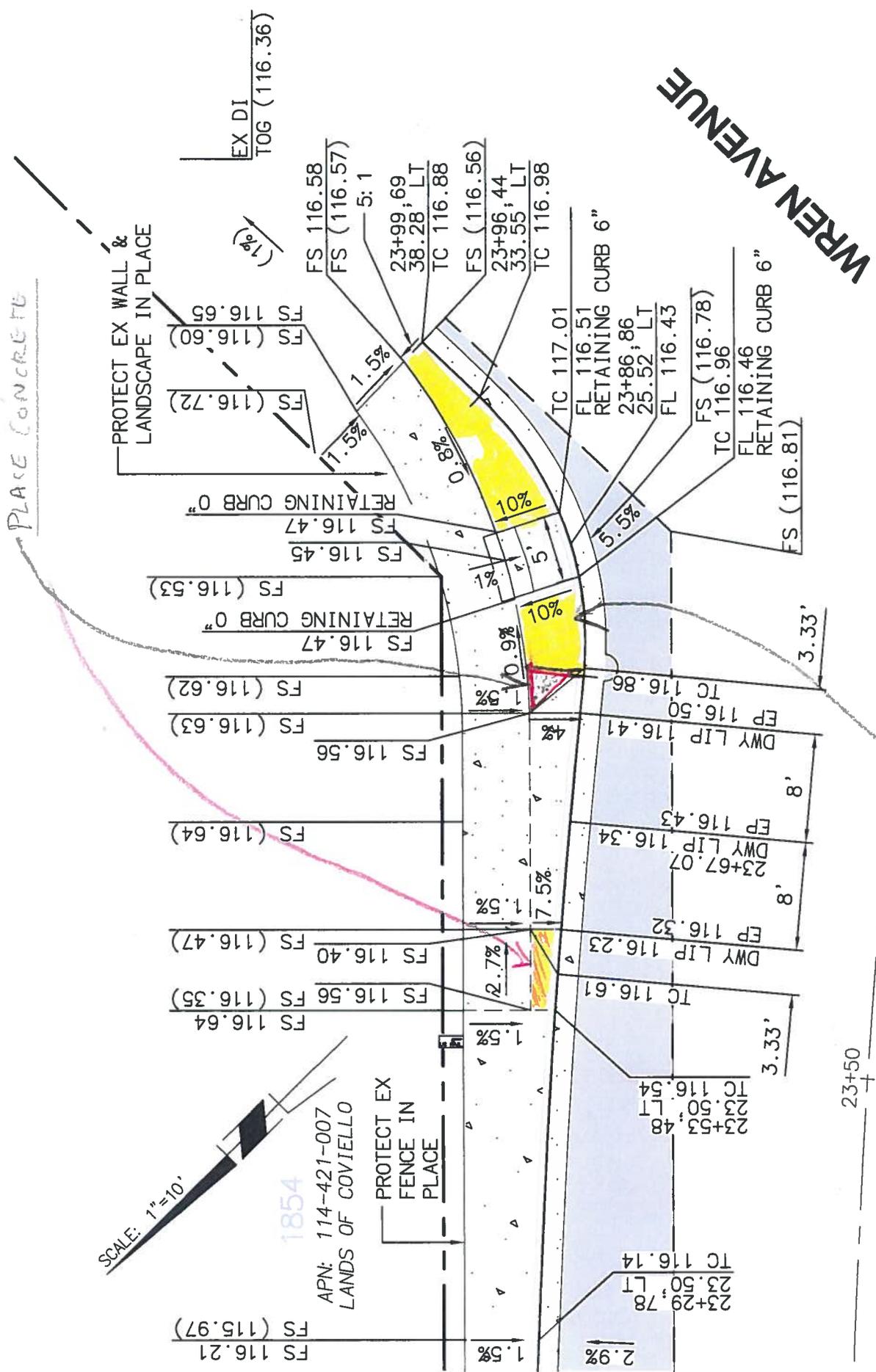
From: Scott Christie <SChristie@swinerton.com>
Sent: Friday, October 30, 2015 3:55 PM
To: Matt Christie (mchristie@Graniterock.com)
Cc: Camorongan, Mario; Brett Lowther; jennifer@diabloengineeringgroup.com
Subject: RCO Extra work place DG at corner of Wren and FB, Proejct PJ 2251
Attachments: Wren-FB ramp DG.pdf

Hi Matt,

The city is requesting the following changes as illustrated in the attached mark up of plan sheet 8 regarding the subject area – placing a small amount of concrete adjacent to the driveway at 1854 FB (completed yesterday) and placing DG after backfilling the 3 cutout areas. (Backfilling is in contract, however no finish treatment is indicated. These areas were not shown to be in concrete since they are outside the accessible path and have reverse grades according to the plans). Note the SS MH is specified to be adjusted to grade. Since Devincenzi is still on site, it would be good to have them add the small triangle of concrete as soon as possible. Please provide a cost estimate or price proposal,

Thanks,

Scott Christie, PE
Sr. Project Manager | Swinerton Management & Consulting
Cell: 415.416.5690
christie@swinerton.com | www.swinerton.com



SCALE: 1"=10'

1854

APN: 114-421-007
LANDS OF COVIELLO

PROTECT EX FENCE IN PLACE

PROTECT EX WALL & LANDSCAPE IN PLACE

WREN AVENUE

FARM BUREAU ROAD

23+50

24+00

AFTER BACKFILLING,
FINISH W/ 2" (MIN. THICKNESS)
D.G., COMPACTED (CTYP)

EXTRA WORK
REQUEST

"AS BUILT"
1-8-2016

REF. PLAN SHEETS 8

10/30/15

Christie, Scott

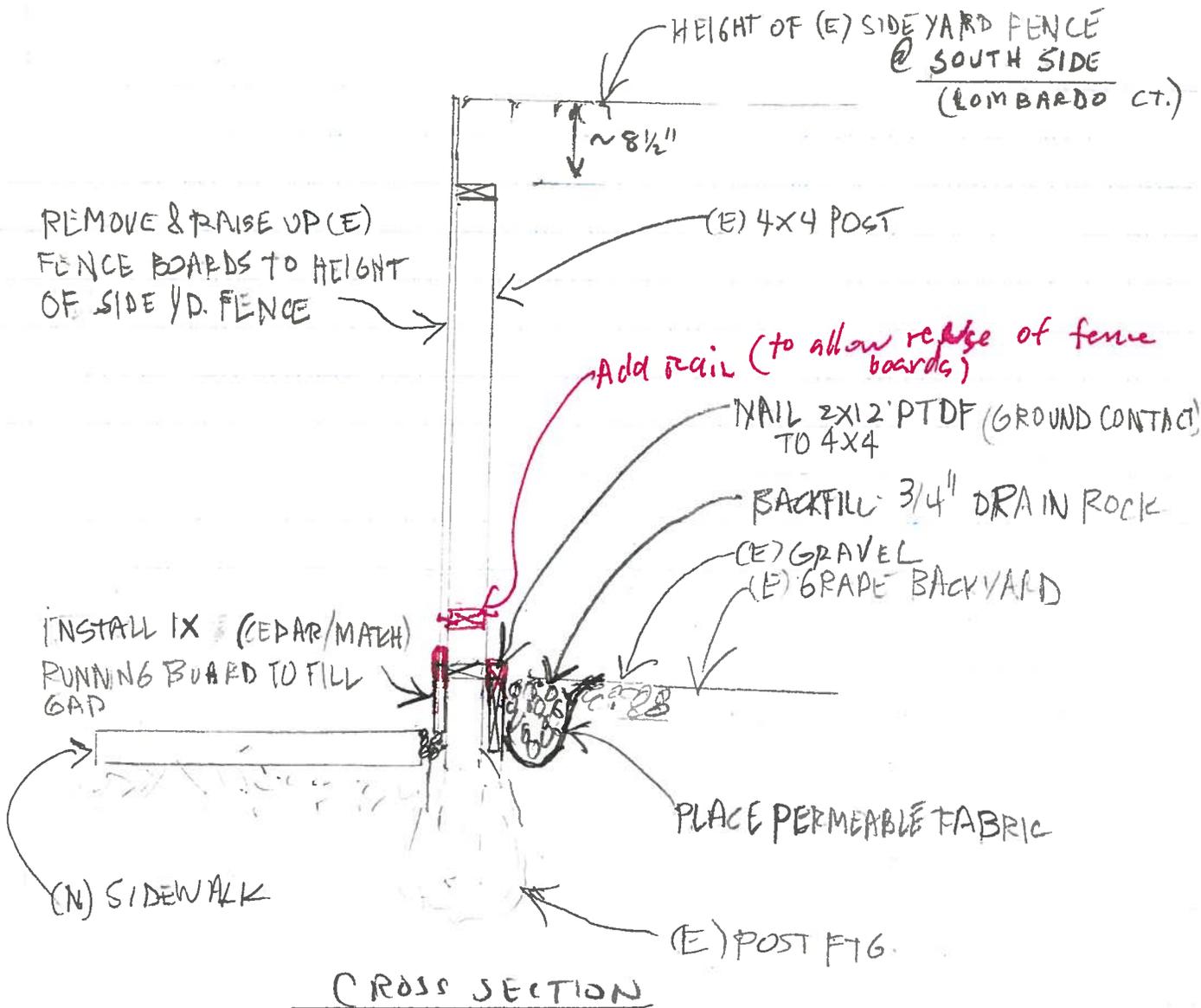
From: Scott Christie <SChristie@swinerton.com>
Sent: Saturday, October 31, 2015 5:00 PM
To: Matt Christie (mchristie@Graniterock.com)
Cc: Brett Lowther
Subject: 1891 FB Rd. fence modification
Attachments: fence sketch 1891 FB.pdf

Hi Matt,

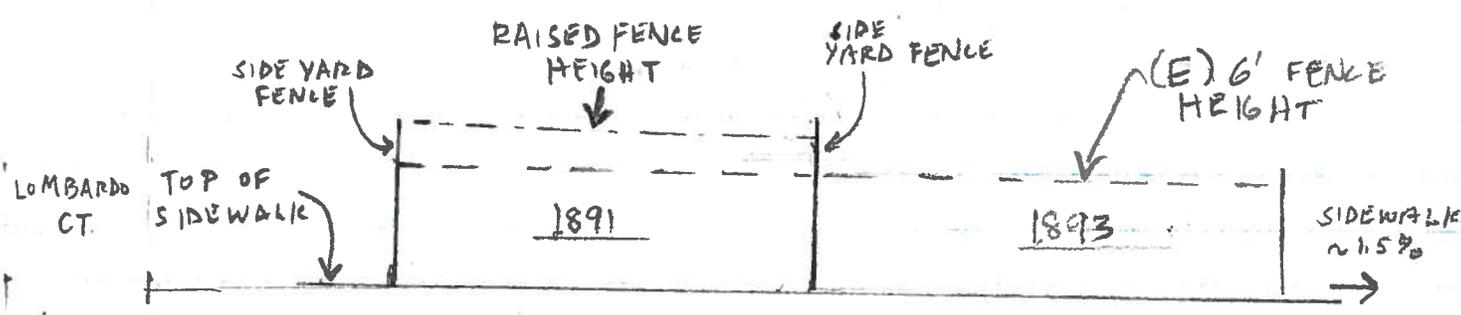
Owner (Bill Cressey) has indicated he would like the pre-job fence height restored, and has also asked to fix the grade break at the fence line. He has accepted the proposed fix outlined in the attached sketch. If you would estimate a price for either force account/T&M or a lump sum price.

Thanks,

Scott Christie, PE
Sr. Project Manager | Swinerton Management & Consulting
Cell: 415.416.5690
schristie@swinerton.com | www.swinerton.com



CROSS SECTION



PROFILE

PROJECT NORTH

FENCE ADJUSTMENTS

1891 FB Rd.

(N.I.S.)

9-30-15

REV./AS BUILT
1/7/16

ITEM (7)

Christie, Scott

From: Scott Christie <SChristie@swinerton.com>
Sent: Monday, November 16, 2015 2:34 PM
To: Matt Christie (mchristie@Graniterock.com)
Cc: Brett Lowther
Subject: 1863 and 1865 FB increase a.c. driveway conform PJ #2251

Matt,

These are the 2 locations I mentioned in our discussion about doing paving work tomorrow for the driveway conforms. Property owners have requested for special access needs, etc. Based on field meetings between property owners, Brett and Mike, increase quantities at unit prices for removal of a.c. and replacement/conform by increasing the conform distance by approximately 5 feet. Approx. increase in values of \$1,000.

Thanks,

Scott Christie, PE
Sr. Project Manager | Swinerton Management & Consulting
Cell: 415.416.5690
sc Christie@swinerton.com | www.swinerton.com

ITEM 8

Christie, Scott

From: Scott Christie <SChristie@swinerton.com>
Sent: Monday, November 30, 2015 2:25 PM
To: Matt Christie (mchristie@Graniterock.com)
Cc: Brett Lowther; Camorongan, Mario; Robert Addiego
Subject: Trench paving repair

Hi Matt,

Further to our phone conversation today, this email confirms/directs that the water district trench repairs adjacent to 1893 Farm Bureau, approximately 85 SF (excludes the storm drain crossing) shall be included in full depth repair digouts (item 49 "construct full depth pavement repair), with compensation based on unit pricing of \$13/SF. The nominal increased value of the contract will be $85 \times \$13 = \$1,105$. (The City will handle collecting reimbursement from CCWD in the same manner as water valve cover iron adjustments.) If during the work you should find that conditions are different and repairs of more than 6 inches depth of HMA are required, please advise.

Thanks,

Scott Christie, PE
Sr. Project Manager | Swinerton Management & Consulting
Cell: 415.416.5690
schristie@swinerton.com | www.swinerton.com

Christie, Scott

From: Scott Christie <SChristie@swinerton.com>
Sent: Wednesday, December 02, 2015 4:53 PM
To: Matt Christie (mchristie@Graniterock.com)
Cc: Camorongan, Mario; Brett Lowther
Subject: Farm Bureau 2251 additional quantities

aMatt,

Confirming our discussion in the field today:

1. Mailboxes: for item 12 “remove existing mailbox and construct mailbox”, increase quantities from 13 to 18 to match actual count in field; at unit prices increase 5 ea x \$700 = \$3,500. Part of the reason for the discrepancy is that certain addresses on Farm Bureau have multiple mail boxes on one post (e.g. 1865 & 1869 (two boxes) and 1871, 1875 & 1877(three boxes)). The intent is to match existing conditions (maintain multiple boxes) and the manufacturer appears to offer spreader bars to accommodate this. Here is the link:

<http://www.mailboxes.com/departments/residential-mailboxes/mailbox-posts/spreaders/>

2. Grind and Overlay paving: increase quantities at south end by Wren to properly square off conform, approx. 500 SF. For item 35 “1” a.c. coldmill existing pavement”, increase quantities by 500 SF at unit price x \$0.25 = \$125. For item 43 “construct 2 inch overlay”, for 2 inch fill/overlay, this equates to approx. 6 tons at unit prices x \$100 = \$600. .

Thanks,

Scott Christie, PE
Sr. Project Manager | Swinerton Management & Consulting
Cell: 415.416.5690
schristie@swinerton.com | www.swinerton.com



CITY OF CONCORD
CONTRACT CHANGE ORDER

ORDER NO. 9
 SHEET 1 OF 2
 FILE NO. 4.09

PROJECT NAME Farm Bureau Rd. SRTS Project	PROJECT NUMBER 2251
---	-------------------------------

TO: Granite Rock Company
 CONTRACTOR

You are hereby directed to make the herein-described changes from the plans and specifications or to do the following described work not included in the plans and specifications on this contract:

DESCRIPTION OF WORK TO BE DONE

Description of work to be done (segregated between additional work at contract price, agreed price, and force account), estimate of quantities, and prices to be paid. The percentage shown is the net accumulated increase or decrease from the quantity shown on the bid proposal.

1. Balance contract items and change orders to date to reflect actual quantities as shown in attached "Final Quantities Summary" spreadsheet.
 Change contract value by: (\$22,901.50)
2. Settle potential claim of \$91,486.50 (initial notice dated 8/17/15 and full & final documentation dated 12/18/15) as discussed with City and their construction manager, Swinerton, on March 1 and March 16, 2016, as follows:
 - a. City to pay Contractor lump sum amount: \$55,000.00
 - b. City shall reverse the oil price adjustment credit which was applied to Pay App. 5/Nov. 2015 (Adj. #1) amounting to \$ 7,060, and will not apply Dec. 2015 (est. value \$ 8,000 - \$9,000) or other oil price adjustment
 - c. City shall reverse the soil spoils hauling adjustment credit which was applied to Pay App. 5/Nov. 2015 (Adj. #2) amounting to \$ 4,508
 - d. Change order #8 to be paid at face nominal value of \$11,025.
 - e. Contractor agrees to not pursue the Request for Compensation -A.C Driveways presented February 10, 2016, amounting to \$22,381.
3. Confirming email of January 19, 2016 (attached), restripe crosswalk at Willow Pass:
 (work already completed) 148 LF @ \$6 = \$888.00

Total \$ 32,986.50

Time of completion: no change

FUNDS FOR THIS CHANGE ARE/~~ARE NOT~~ TO BE USED FROM CONTINGENCY.

Attachments: 2 (as noted above)

"The compensation (time and cost) set forth in this Change Order comprises the total compensation due the Contractor, all Subcontractors and all suppliers, for the work or change defined in this Change Order, including all impact on any unchanged work. By signing this Change Order, the Contractor acknowledges and agrees, on behalf of himself, all Subcontractors, and all suppliers, that the stipulated compensation includes payment for all work contained in this Change Order, plus all payment for the interruption of schedules, extended overhead cost, delay, and all impact, ripple effect or cumulative impact on all other work under this Contract. The signing of this Change Order shall indicate that this Change Order constitutes full mutual accord and satisfaction for the change, and that the time and/or cost under this Change Order constitutes the total equitable adjustment owed the Contractor, all Subcontractors, and all suppliers, as a result of the change. The Contractor, on behalf of himself, all Subcontractors, and all suppliers, agrees to waive all rights, without exception or reservation of any kind whatsoever, to file any further claim or request for equitable adjustment of any type, for any reasonably foreseeable cause that shall arise out of or as a result of this Change Order or the impact of this Change Order on the remainder of the work under this Contract."

Christie, Scott

From: Scott Christie <SChristie@swinerton.com>
Sent: Wednesday, January 20, 2016 1:58 PM
To: Matt Christie
Cc: Brett Lowther; Migliore, Mark
Subject: RE: FB Rd. PJ # 2251 Additional striping- for crosswalk striping at Willow Pass

Matt,

I propose we pick that up in a balancing/final change order. Let me know if that works for you,

Thanks,

Scott Christie, PE
Sr. Project Manager | Swinerton Management & Consulting
Cell: 415.416.5690
christie@swinerton.com | www.swinerton.com

From: Matt Christie [<mailto:mchristie@Graniterock.com>]
Sent: Tuesday, January 19, 2016 2:40 PM
To: Scott Christie
Cc: Brett Lowther
Subject: RE: FB Rd. PJ # 2251 Additional striping- for crosswalk striping at Willow Pass

Scott,

Sierra Traffic agreed to the 148/LF at \$6/LF for a total of \$888.00 to refresh the crosswalk. What change order will this work be billed too?

Thanks,

MATT CHRISTIE
Project Manager

mchristie@graniterock.com
CELL 650.722.3407 DIRECT 408.574.1446
120 Granite Rock Way San Jose, CA 95136
OFFICE 408.574.1400 FAX 408.365.8349



From: Scott Christie [<mailto:SChristie@swinerton.com>]
Sent: Friday, December 11, 2015 3:10 PM
To: Matt Christie
Cc: Brett Lowther; Mario.camorongan@cityofconcord.org
Subject: FB Rd. PJ # 2251 Additional striping- for crosswalk striping at Willow Pass

Hi Matt,

As discussed in field Wed. 12/9/15, city would like to renew stripes on existing crosswalk at the north end of Farm Bureau (Willow Pass end). Since the striping for this project is a lump sum basis, I estimate a price of \$6/LF (based on unit pricing for another comparable Concord project recently done by the same sub). Therefore, advise if this work could be performed on that basis - the amount would be $148 \text{ LF} \times \$6 = \888 .

Thanks,

Scott Christie, PE
Sr. Project Manager | Swinerton Management & Consulting
Cell: 415.416.5690
schristie@swinerton.com | www.swinerton.com

Final quantities summary
 Project P1 2251 Granite Rock Co.
 3-17-2016

Prepared by: SDC

Final quantities

Eng. Est Qty's. v. Actual
 Delta for Bal CO

Item No.	Description	Units	Engr. Est. Qty	Unit Cost	total \$	Act Qty	Extension, \$	Qty	Value, \$
Participating									
1	Mobilization	LS	1	42,300.00	42,300.00	1	42,300.00	0	-
2	Traffic Control	LS	1	35,000.00	35,000.00	1	35,000.00	0	-
3	Potholing	EA	10	900.00	9,000.00	10	9,000.00	0	-
4	Sheeting, Shoring, & Bracing	LS	1	3,000.00	3,000.00	1	3,000.00	0	-
5	Clear & grub	LS	1	8,800.00	8,800.00	1	8,800.00	0	-
6	Contaminated Material Handling, Removal, and Disposal (revocable if not needed)	CY	200	45.00	9,000.00	0	-	-200	(9,000.00)
7	Remove existing a.c. paving	SF	8040	1.50	12,060.00	8040	12,060.00	0	-
8	Remove existing curb and gutter	LF	99	10.00	990.00	99	990.00	0	-
9	Remove misc. concrete	SF	339	3.00	1,017.00	339	1,017.00	0	-
10	Remove existing tree and stump	EA	13	500.00	6,500.00	13	6,500.00	0	-
11	Remove stump	EA	8	350.00	2,800.00	8	2,800.00	0	-
12	Remove existing mailbox and construct mailbox	EA	13	700.00	9,100.00	13	9,100.00	0	-
13	Relocate fence	LF	100	55.00	5,500.00	100	5,500.00	0	-
14	Adjust existing manhole or box lid to grade	EA	6	600.00	3,600.00	6	3,600.00	0	-
15	Adjust existing watervalve box lid to grade	EA	3	450.00	1,350.00	3	1,350.00	0	-
16	Asphalt concrete pavement, Type A	TON	660	100.00	66,000.00	644.47	64,447.00	-15.53	(1,553.00)
17	Aggregate base, Class 2	CY	10	100.00	1,000.00	10	1,000.00	0	-
18	Construct 6" (Type A-1) Curb and gutter	LF	1093	28.00	30,604.00	1093	30,604.00	0	-
19	Construct Concrete sidewalk	SF	4241	9.00	38,169.00	4241	38,169.00	0	-
20	Construct residential driveway	SF	940	15.00	14,100.00	940	14,100.00	0	-
21	Construct curb opening	EA	13	50.00	650.00	13	650.00	0	-
22	Construct concrete valley gutter	SF	778	15.00	11,670.00	778	11,670.00	0	-
23	Construct curb ramp	EA	5	2,800.00	13,000.00	5	13,000.00	0	-
24	Landscape and irrigation	LS	1	50,000.00	50,000.00	1	50,000.00	0	-
25	Roadway excavation	CY	450	175.00	78,750.00	450	78,750.00	0	-
26	Install storm drain manhole	EA	1	7,000.00	7,000.00	1	7,000.00	0	-
27	Install 15" SDR35 PVC stormdrain	LF	50	180.00	9,000.00	50	9,000.00	0	-
28	Removed and reinstall roadway sign	EA	20	225.00	4,500.00	20	4,500.00	0	-
29	Striping and Pavement Markings	LS	1	9,000.00	9,000.00	1	9,000.00	0	-
30	Raised pavement markers	LS	1	550.00	550.00	1	550.00	0	-
Subtotal:					\$484,010.00				-\$10,553.00
Participating Items									
Non Participating									
31	Remove existing a.c. paving	SF	2340	2.00	4,680.00	2340	4,680.00	0	-
32	Remove existing curb and gutter	LF	115	10.00	1,150.00	115	1,150.00	0	-
33	Remove misc. concrete	SF	794	3.00	2,382.00	794	2,382.00	0	-
34	Remove existing tree and stump	EA	3	500.00	1,500.00	3	1,500.00	0	-
35	1" a.c. coldmill existing pavement	SF	55604	0.25	13,901.00	55604	13,901.00	0	-
36	Adjust existing manhole or box lid to grade	EA	1	500.00	500.00	1	500.00	0	-
37	Adjust existing watervalve box lid to grade	EA	7	350.00	2,450.00	7	2,450.00	0	-
38	Asphalt concrete pavement, Type A	TON	130	110.00	14,300.00	130	14,300.00	0	-
39	Aggregate base, Class 2	CY	5	100.00	500.00	5	500.00	0	-
40	Construct 6" (Type A-1) Curb and gutter	LF	299	34.00	10,166.00	299	10,166.00	0	-
41	Construct Concrete sidewalk	SF	1189	10.00	11,890.00	1189	11,890.00	0	-
42	Construct residential driveway	SF	246	15.00	3,690.00	246	3,690.00	0	-
43	Construct 2" a.c. overlay	TON	720	100.00	72,000.00	720	72,000.00	0	-
44	Construct curb opening	EA	2	45.00	90.00	2	90.00	0	-

eliminated; no contam.
 Material

Excludes 5 added in CO 8.9

Final quantities summary
 Project PJ 2251 Granite Rock Co
 3-17-2016

Prepared by: SDC

Final quantities

Eng. Est Qty's. v. Actual
 Delta for Bal CO

Item No.	Description	Units	Engr. Est. Qty	Unit Cost	total, \$	Act Qty	Extension, \$	Qty	Value, \$
45	Construct curb ramp	EA	3	3,400.00	10,200.00	3	10,200.00	0	-
46	3" PVC irrigation sleeve	LF	120	45.00	5,400.00	120	5,400.00	0	-
47	Landscape and irrigation	LS	1	12,000.00	12,000.00	1	12,000.00	0	-
48	Roadway excavation	CY	50	250.00	12,500.00	50	12,500.00	0	-
49	Construct full depth pavement repair	SF	760	13.00	9,880.00	760	9,880.00	0	-
50	Install storm drain manhole	EA	1	7,000.00	7,000.00	1	7,000.00	0	-
51	Install drop inlet 2' x 3'	EA	4	4,000.00	16,000.00	4	16,000.00	0	-
52	Install 15" SDR35 PVC stormdrain	LF	150	150.00	22,500.00	114.20	17,130.00	-35.8	(5,370.00)
53	Install 6" perforated pipe	LF	218	75.00	16,350.00	183.30	13,747.50	-34.7	(2,602.50)
54	Cy Street lights	LS	1	77,000.00	77,000.00	1	77,000.00	0	-
55	Removed and reinstall roadway sign	EA	13	225.00	2,925.00	13	2,925.00	0	-
56	Striping and Pavement Markings	LS	1	2,300.00	2,300.00	1	2,300.00	0	-
57	Raised pavement markers	LS	1	200.00	200.00	1	200.00	0	-
58	Loop detector	EA	10	600.00	6,000.00	9	5,400.00	-1	(600.00)

excludes 185 SF added in CO 8.8

Subtotal: **-\$8,572.50**

Subtotal: **\$339,454.00**

Non-Participating items

Subtotal: **Contract Items Participating & Non Participating Change Orders** **-\$19,125.50**

Item No.	Description	Units	Engr. Est. Qty	Unit Cost	total, \$	Act Qty	Extension, \$	Qty	Value, \$
1	CO #1 - NP - IB#1 changes	LS	1	4,000.00	4,000.00	1	4,000.00	0	-
2	CO #2 - Irrigation chg. (Drip to spray) (IB #3)	LS	1	1,790.00	1,790.00	1	1,790.00	0	-
3	CO #3 - labor escalations	LS	1	4,260.60	4,260.60	1	4,260.60	0	-
4	CO #5 - Rbor optic facilities	LS	1	37,926.75	37,926.75	1	37,926.75	0	-
5	CO #4 - upgrade street light boxes and lids to lock/lw	LS	1	8,190.00	8,190.00	0.5	4,095.00	-0.5	(4,095.00)
6	CO #6 - sidewalk bulbouts	LS	1	5,000.00	5,000.00	1	5,318.99	0	318.99
7	CO #7 - additional irrigation sleeves and biboamer upgrade	LS	1	2,221.50	2,221.50	1	2,221.50	0	-
8	CO #6 - confirming various field orders	LS	1	11,000.25	11,000.25	1	11,000.25	0	-
9.1	CO #9 - balancing - see total below								
9.2	CO #9 - settle potential claim	LS	1	55,000.00	55,000.00	1	55,000.00	0	-
9.3	CO #9 - restrip crosswalk at Willow Pass	LF	148	6.00	888.00	148	888.00	0	-

excluded boxes
T&M actual

face value per settlement

Subtotal: **-\$3,776.01**

Subtotal: **\$130,286.10**

Change orders

Total base contract plus Change orders **\$953,750.10**

under/over quantities **-\$22,901.51**

Final contract value **\$930,848.59**

% over (under) base contract nominal amount **13%**

\$ over contract nominal amount **\$107,384.59**

1 conditions in the Professional Services Agreement dated December 9th, 2014, Contract No. 5365, and
2 the First Amendment to Professional Services dated November 18, 2015, Contract No. 5365-A, shall
3 remain in full force and effect.

4 Except as expressly amended herein, all other terms and conditions in the Professional
5 Services Agreement dated December 9th, 2014, Contract No. 5365, and the First Amendment to
6 Professional Services dated November 18, 2015, Contract No. 5365-A, shall remain in full force and
7 effect.

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

10 **CONSULTANT**

CITY OF CONCORD, a Municipal Corporation

11
12
13 By: 

By: _____

14 Name: Jeffery Gee
15 Title: Vice President/General Manager
16 Address: 260 Townsend Street
San Francisco, CA 94107
17 Telephone: (415) 421-2980

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

18 APPROVED AS TO FORM:

ATTEST:

19
20 _____
City Attorney

City Clerk

21
22 Date: _____, 2016

23
24 **FINANCE DIRECTOR'S CERTIFICATION:**
Concord, California

25 Date: _____, 2016

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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 **\$18,840**

Account Code: 4209500C999-74250/4202251111 74250

Finance Director's Signature

Swinerton Management & Consulting – PJ2251 – Amendment 2 to PSA Contract No. 5365



March 28, 2016

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

Mr. Mario C. Camorongon, 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 Amendment # 2 for CM Services

Dear Mr. Camorongon:

Swinerton Management & Consulting (Swinerton) is presenting this Budget Amendment #2 for our existing Construction Management and Inspection Services task order for the subject project. We are hereby requesting this amendment in order to complete the final change order negotiations (including resolving the potential claim for lost production rates during subgrade preparation activities) with Granite Rock Construction, prepare and finalize the outstanding change order documents, prepare the final pay application and assist the City in reconciling the total project costs.

We have also provided coordination and inspection work to accommodate the delay in energizing the electrical tie-ins from PG&E, which impacted street lighting and the testing of the irrigation controller/sprinkler systems.

As discussed with the City on February 8, 2016, Swinerton would need additional hours to complete the above-mentioned activities. The project was impacted several times by the local utility companies, Granite Rock's adversarial stance on negotiating the potential claim and their continued pursuit of seeking change orders (e.g. the request for driveway conform extra work submitted on Feb. 12, 2016, nearly two months after substantial completion).

We have also responded to various inquiries from the residents on Farm Bureau Road with respect to project related questions (including owners of 1865 Farm Bureau Rd., 1854 Farm Bureau Rd. and 3449 Misty Lane). Additional work has been performed, as requested to assist in analyzing the project budget to determine supplemental funding needed to cover final change orders and other anticipated remaining costs, reviewing participating costs and contacting Caltrans with respect to SRTS Grant reimbursement utilization.

We have tried to limit our work only to the essential tasks, and to that end we are not including any scope of work in terms of writing staff reports, handling cost reports for grant reimbursement, retention release pay applications or follow up or reimbursement for claim settlement costs from the utility companies. We assume that your City Engineering's or City Attorney's offices will handle those items and we are happy to provide input to them if needed.

For the reasons above, we hereby request an additional **\$18,840**. This equates to 92 hours for Sr. Project Manager, and 36 hours for Sr. Inspector. I have attached a Cost Matrix to illustrate the distribution of hours.

If you have any questions or require additional clarification, please do not hesitate to call me at (925) 270-5636. Thank you for your consideration of this amendment.

Very truly yours,

Bob Addiego

Digitally signed by Bob Addiego
DN: cn=Bob Addiego, o=Swinerton, ou=SMC-
Norcal, email=raddiego@swinerton.com, c=US
Date: 2016.03.28 17:16:54 -07'00'

Bob Addiego, LEED® AP
Project Executive

CC: Jeff Gee
Scott Christie
File: 14101014

Attachments: Amendment #2 Cost Matrix (Farm Bureau Rd SR2S) – 1 page

CITY OF CONCORD - Farm Bureau Road SR2S Project (PJ #2251)
Matrix of CM Tasks and Fee Proposal for Construction Management Services; Base Work (110 Days Construction)

3/28/2016 SWINERTON MANAGEMENT & CONSULTING		Robert Adiego - Project Executive SMC		Scott Christie - Sr. Project Manager SMC		Brett Lowther - Sr. Inspector SMC		Total Cost Per Task
Task	Hours per Task	Rate/Hour \$165	Hours per Task	Rate/Hour \$150	Hours per Task	Rate/Hour \$140		
Base Work - Construction Duration = 110 Days								
Construction Management Services:								
I - Pre-Award & Post Award Services								
1.1 Review Award Docs, Assist with Award & Notice-to-Proceed	0	\$0	0	\$0	0	\$0	\$0	
II - Pre-Construction Activities								
2.1 Prepare Document Control Logs / Spreadsheets	0	\$0	0	\$0	0	\$0	\$0	
2.2 Review Contract Documentation	0	\$0	0	\$0	0	\$0	\$0	
2.3 Review Submittals (Work Plan, Traffic Control Plan, etc)	0	\$0	0	\$0	0	\$0	\$0	
2.4 Coordinate with Utility Companies;	0	\$0	0	\$0	0	\$0	\$0	
2.5 SMC Contract Administration	0	\$0	0	\$0	0	\$0	\$0	
III - Construction Management Services								
3.1 Conduct Pre-construction Meeting, agenda & minutes	0	\$0	0	\$0	0	\$0	\$0	
3.2 Coordinate with City Staff, Agencies, Consultants	0	\$0	8	\$1,200	6	\$840	\$2,040	
3.3 Coordinate with PG&E, Astound, AT&T, etc	0	\$0	8	\$1,200	8	\$1,120	\$2,320	
3.4 Maintain Project Docs per City / Caltrans Standards	0	\$0	2	\$300	2	\$280	\$580	
3.5 Process / Track RFP's	0	\$0	0	\$0	0	\$0	\$0	
3.6 Process / Track Submittals	0	\$0	0	\$0	0	\$0	\$0	
3.7 Receive / Review Certified Payroll Reports	0	\$0	4	\$600	0	\$0	\$600	
3.8 Review and Process Monthly Progress Payments	0	\$0	10	\$1,500	0	\$0	\$1,500	
3.9 Monitor Contractor's Progress Schedule	0	\$0	0	\$0	0	\$0	\$0	
3.10 Provide On-Site Inspection Services	0	\$0	0	\$0	0	\$0	\$0	
3.11 Monitor/Enforce On-site Safety	0	\$0	0	\$0	0	\$0	\$0	
3.12 Process & Issue Change Orders	0	\$0	8	\$1,200	0	\$0	\$1,200	
3.13 Negotiate contract dispute, schedule delays and claims	0	\$0	12	\$1,800	4	\$560	\$2,360	
3.14 Prepare Contract Amendment	0	\$0	8	\$1,200	0	\$0	\$1,200	
3.15 Issue and Respond to Non-Compliance Issues	0	\$0	0	\$0	0	\$0	\$0	

3.16 Conduct Project Meetings		0	\$0	0	\$0	0	\$0	\$0	\$0
3.17 Prepare Project Status Reports		0	\$0	0	\$0	0	\$0	\$0	\$0
3.18 Perform Final Inspection & Punch Lists w/ EOR		0	\$0	0	\$0	8	\$1,120	\$1,120	\$0
3.19 Provide Project Photo Progress Reports		0	\$0	0	\$0	4	\$560	\$560	\$560
3.20 Attend Meetings/ Management Oversight		0	\$0	0	\$0	0	\$0	\$0	\$0
3.21 Assist with Community Outreach		0	\$0	0	\$0	0	\$0	\$0	\$0
3.22 Prepare for Audit of Project Files (if needed)		0	\$0	0	\$0	0	\$0	\$0	\$0
3.23 Assist City for Reimbursement from Utility Companies (Optional)		0	\$0	24	\$3,600	0	\$0	\$0	\$3,600
IV - Post Construction Services									
4.1 Compile/Prepare Certified As-Built Drawings		0	\$0	2	\$300	4	\$560	\$860	\$860
4.2 Prepare Final Estimate & Payment		0	\$0	4	\$600	0	\$0	\$0	\$600
4.3 Prepare Acceptance Document for City Council Approval		0	\$0	2	\$300	0	\$0	\$0	\$300
4.4 Prepare/Submit Notice of Completion		0	\$0	0	\$0	0	\$0	\$0	\$0
4.5 SMC Contract Administration		0	\$0	0	\$0	0	\$0	\$0	\$0
Subtotal Hours		0		92		36			
Subtotal Cost per Consultant Individual			\$0		\$13,800		\$5,040		\$18,840
Consultant Subtotal									\$18,840
Subtotal Hours									
Additional Cost-Replication, Photos, Misc Office Supplies	\$0								\$0
Additional Cost-Allowance Subtotal	\$0								\$0
GRAND TOTAL									\$18,840

Approved: *[Signature]*
3/31/16

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): _____

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 **Granite Rock Company** dated **December 9, 2014**. The surety on said contract is held by **Western Surety Company South Dakota Corporation, 333 S Wabash Avenue, 41st Floor, Chicago, IL 60604**.

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:
Granite Rock Company, 120 Granite Rock Way, San Jose, California, 95136
- (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: Farm Bureau Road Safe Routes To School Project (PJ 2251) on Farm Bureau Road from Willow Pass Road to Wren Avenue.
- (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: **April 26, 2016**

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