



## **Staff Report**

**Date:** August 2, 2016

**To:** City Council

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

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

**Prepared by:** Mario Camorongan, CIP Manager  
[Mario.camorongan@cityofconcord.org](mailto:Mario.camorongan@cityofconcord.org)  
(925) 671-3021

**Subject:** **Considering award of two contracts for the Measure Q Pavement Repair Project #4 — Citywide Pothole and Base Repairs (Project No. 2364): (1) a Construction Contract in the amount of \$1,323,905 to Granite Rock Company of Concord; authorize staff to utilize the available project contingency for contract change orders up to 10% of the contract amount; and (2) a Professional Services Agreement with Swinerton Management and Consulting to provide construction management services in the amount of \$109,203 and materials testing services in the amount of \$11,250 (total contract amount of \$120,453); authorize the City Manager to execute the agreements subject to approval of the City Attorney. (Funded by Measure Q Lease Revenue Bond)**

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

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### **Report in Brief**

The Measure Q Pavement Repair Project #4 — Citywide Pothole and Base Repairs, (Project No. 2364), will consist of pavement pothole and base repairs at various locations Citywide. This project will construct approximately 352,000 square feet of pot-hole/base failure repairs on an estimated 9.5 miles of city streets.

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The project bid documents included a Base Bid pavement repair of nine streets: Ayers Road (Ygnacio Valley Road to Clayton Road), Concord Blvd. (Ayers Road to City limit), Cowell Road (Treat Blvd. to North Larwin Ave.), East Street (Willow Pass Road to 418 feet north of Bacon Street), Meadow Lane (Gelbke Lane to 150 feet north of Blackfield Drive), Mohr Lane (David Ave. to Monument Blvd.), Pine Hollow Road (Missouri Drive to Krona Lane), West Street (Clayton Road to Concord Blvd.), and Willow Pass Road (Farm Bureau Road to Lynnwood Drive).

The bid documents also included four Additive Bids: Additive Bid 1: Concord Ave. (Salvio Street to 203 feet west of Market Street), Additive Bid 2: Clayton Road (West Street to Treat Blvd.), Additive Bid 3: Concord Blvd. (Galindo Street to East Street), and Additive Bid 4: San Miguel Road (Treat Blvd. to Systron Drive).

Granite Rock Company of San Jose (Granite Rock) was the low bidder and submitted a responsive and responsible bid. Granite Rock's Total Bid (Base Bid plus Additive Bids 1 thru 4) is \$1,743,366. Granite Rock has an appropriate and valid contractor's license and satisfactory work references.

The available project funds are insufficient to cover the costs of all of the designed improvements, the construction management, inspection, and testing services, and also provide an appropriate project contingency. Based on the available funding, staff recommends that the award be limited to the Base Bid pavement repair of the nine streets identified above, and the two least costly Additive Bids: Additive Bid 1: Concord Ave. (Salvio Street to 203 feet west of Market Street), and Additive Bid 3: Concord Blvd. (Galindo Street to East Street). Additive Bids 2 and 4 can be considered for repair in the future as funds permit.

Management of this construction project requires support from a construction management firm. Through a Request for Proposal process, staff is recommending Swinerton Management and Consulting to provide construction management (CM) and inspection services. The Swinerton proposal, which included all additive bids, to provide CM inspection and testing services for the full scope of the project was \$159,463, including \$20,250 for testing services. The cost for of construction services for the reduced scope, as recommended by staff (Base Bid plus Additive Bids 1 and 3), is \$120,453 (which equates to 9.1% of the construction costs) and \$11,250 for materials testing services.

If the project is awarded by Council as recommended (Base Bid plus Additive Bids 1 and 3), project construction is anticipated to begin in late August 2016 and be completed in late November 2016. Depending on weather, the construction work may need to be halted during the rainy season and re-start in late February/early March 2017 to be completed at that time.

### **Recommended Action**

Staff recommends that the City Council take the following actions:

1. Award a Construction Contract in the amount of \$1,323,905 to Granite Rock Company of San Jose (for the Base Bid plus Additive Bids 1 and 3), and authorize the Mayor to execute the agreement subject to approval of the City Attorney; authorize staff to execute contract change orders that become necessary utilizing the available project contingency up to 10%; and
2. Approve a Professional Services Agreement with Swinerton Management and Consulting of Concord in the total not-to-exceed amount of \$120,453 (\$109,203 for construction management and \$11,250 for materials testing) for construction management, construction inspection, and material testing services, and authorize the City Manager to execute the agreement, subject to approval of the City Attorney.

### **Background**

On October 13, 2015, the City Council approved the Measure Q Pavement Maintenance Expenditure Plan and created four (4) Capital Improvement Program (CIP) projects, including Measure Q Pavement Repair Project #4—Citywide Pothole and Base Repairs (Project No. 2364), funded in the amount of \$1.80 million.

### **Analysis**

#### Construction Contract

This project was put out to bid as required by State law and City policy. The Engineer's Estimate, based on the final design for the Total Bid, was between \$1.9 M to \$2.0 M, which exceeded the available budget for construction. Four (4) bids were received in amounts of ranging from \$1,743,365 to \$2,327,791 for the Total Bid (Base Bid plus all Additive Bids) as shown on the Bid Summary (Attachment 2). Granite Rock was the low bidder and submitted a responsible and responsive bid. A summary of the Engineer's Estimate and the lowest three bids by schedule is provided below.

Staff contacted the low bidder to obtain confirmation of their bid amount. Granite Rock confirmed that they are ready to perform the work as bid. Staff has completed its analysis of Granite Rock's bid, determining that they possess an appropriate and valid contractor's license; and are not on any debarred list. Additionally, they and all of their subcontractors are registered with the Department of Industrial Relations as required by SB 854, have satisfactory references and are experienced in the construction of similar projects.

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BID SCHEDULE	Engineer's Est.	Granite Rock Company	Ghilotti Bros, Inc.	Ghilotti Construction Company
BASE BID - AYERS RD, CONCORD BLVD, COWELL RD, EAST ST., MEADOW LN, MOHR LN, PINE HOLLOW RD, WEST ST, WILLOW PASS RD	\$1,233,604.38	\$1,163,020.96	\$975,799.00	\$1,507,830.50
ADDITIVE BID NO. 1 - CONCORD AVE; 203' W/O MARKET ST TO SALVIO ST	\$112,898.55	\$111,593.00	\$154,165.00	\$89,485.00
ADDITIVE BID NO. 2 - CLAYTON RD: WEST ST TO TREAT BLVD	\$165,105.00	\$127,053.55	\$218,290.50	\$130,597.50
ADDITIVE BID No. 3 - CONCORD BLVD: GALINDO ST TO EAST ST	\$42,577.84	\$49,291.00	\$83,690.00	\$36,547.50
ADDITIVE BID NO. 4 - SAN MIGUEL RD: TREAT BLVD TO SYSTRON DR	\$369,449.83	\$292,407.20	\$531,914.50	\$280,487.50
Total	\$1,923,635.60	\$1,743,365.71	\$1,963,859.00	\$2,044,948.00

The available project funds are insufficient to cover the costs of all of the designed improvements, the construction management, inspection, and testing services, and also provide an appropriate project contingency. Based on the available funding, staff recommends that the award be limited to the Base Bid pavement repair of the nine streets identified above, and the two least costly Additive Bids: Additive Bid 1: Concord Ave. (Salvio Street to 203 feet west of Market Street), and Additive Bid 3: Concord Blvd. (Galindo Street to East Street). Additive Bids 2 and 4 can be considered for repair in the future as funds permit.

Professional Services Agreement for Construction Management

During the construction bid period, staff solicited and received proposals for construction management, inspection and materials testing services for the project from three firms (Swinerton Management & Consulting, Ghirardelli Associates, and CSG Consultants). All three firms provided excellent proposals for construction management (CM) services. Swinerton's performance in past and present Concord projects, their in depth understanding of the project scope and their project approach, allocation of staff for this project with relevant work experiences, specifically in the City of Concord, made them the top choice. Additionally, though not a key criteria in selection, their proposal was the least costly of those received. See Attachment 4 for a comparison of the three proposals received. The proposed Agreement with Swinerton has been reviewed by the City Attorney's office (Attachment 3).

Based on the recommended contract award, staff negotiated an agreement in the amount of \$109,203 with Swinerton for CM, and inspection services. This cost is

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approximately 8.2% of the total construction cost which falls within the reasonable range of costs for this type of work. Additionally, to provide for project management and contracting efficiencies, the City desired to incorporate materials testing services into the contract with the CM firm selected. The additional cost for the materials testing services is \$11,250 and has been included into the total contract cost. Swinerton will subcontract Kleinfelder for materials testing services; Kleinfelder's costs are included within the Swinerton contract amount. The total proposed Swinerton not-to exceed contract for both construction management and materials testing services is \$120,453.

### **Environmental Review**

This project is Categorically Exempt from further review under the provisions of the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15301 "Existing Facilities" as the project consists of negligible or no expansion of existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails and similar facilities (including road grading for the purpose of public safety) and Section 15304 "Minor Alterations to Land" as the project includes minor work on pedestrian and bike path on existing rights-of-way. The Notice of Exemption will be filed with the County Clerk's Office after Council approval of contract award.

### **Financial Impact**

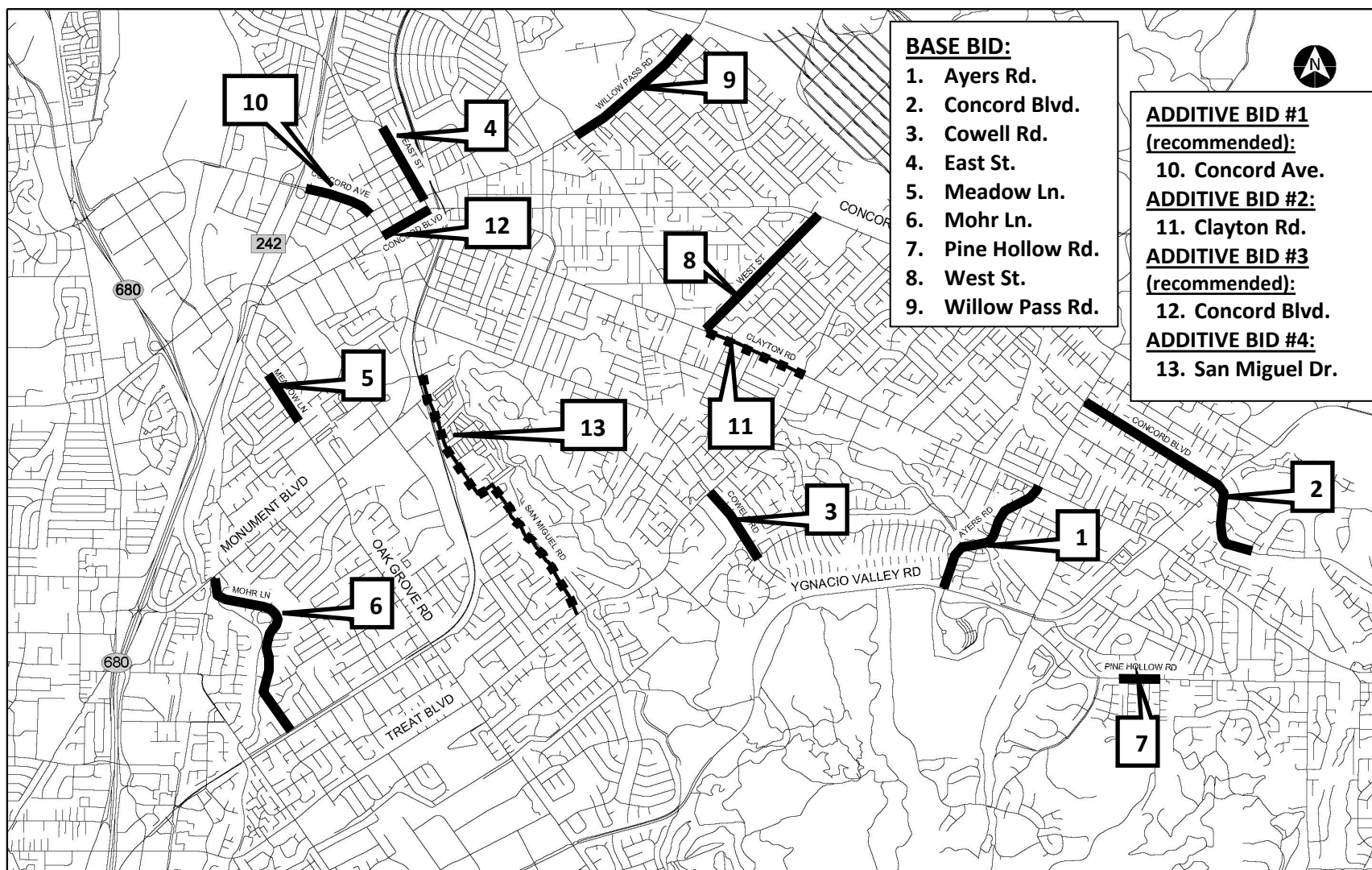
This project is funded by the Measure Q Lease Revenue budget allocations made by the City Council at its October 13, 2015 meeting. The available budget for construction, after accounting for the project design and bidding, including: the construction contract, construction management, inspection and testing services, project contingencies and staff oversight is approximately \$1,660,000. This is insufficient to allow for award of the Total Bid (Base Bid plus all Additive Bids). Based on available funding, staff is recommending award of the Base Bid and lowest cost Additive Bids 1 and 3 to Granite Rock, pursuant to their proposal. After accounting for the construction contract award, CM, inspection and Testing Services, a 10% construction contingency, and staff oversight, approximately \$43,000 would be available as a project balance. The additional costs to award Additive Bids 2 and 4 would be \$512,000, including construction, construction management, inspection, materials testing, project contingency and staff oversight costs. With the available balance of \$43,000, an additional \$469,000 would be required. Such funds are not readily available without defunding other approved projects or spending down the City's local match set aside accounts. Spending down the City's local match account is not advisable at this time as the City has a number of grant applications out for consideration that will require a local match if the grants are awarded.

### **Public Contact**

The City Council Agenda was posted.

**Attachments**

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



## LOCATION MAP

PROJECT NO. 2364

MEASURE Q PAVEMENT REPAIR PROJECT #4  
 POTHOLE/BASE REPAIR AT VARIOUS LOCATIONS  
 NO SCALE

**City of Concord  
Bid Sheet**

**PROJECT #2364**  
**Various Streets Citywide**

**Bid Opening:**  
**Tuesday,**  
**June 28, 2016**  
**2:30 p.m.**

**Garden Conference Room**

Engineer's Estimate: \$1.2 Million

To be awarded:

COMPANY	TOTAL BID
Graniterock 120 Granite Rock Way San Jose, CA 95136	\$1,743,365.71
Ghilotti Bros., Inc. 525 Jacoby Street San Rafael, CA 94901	\$1,963,859.00
Ghilotti Constructions 246 Ghilotti Avenue Santa Rosa, CA 95407	\$2,044,948.00
Bay Cities Paving & Grading, Inc. 1450 Civic Court Bldg. B, #400 Concord, CA 94520	\$2,327,791.25

**Contact: Mario Camorongan x3021**



**AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT ("Agreement") is entered into on August 3, 2016 between the City of Concord ("CITY") and **Swinerton Management & Consulting**, 260 Townsend Street, San Francisco, CA 94107 ("CONSULTANT").

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

The CITY desires to contract with Swinerton Management & Consulting and Swinerton Management & Consulting to contract with the CITY for provision by Swinerton Management & Consulting to the City for professional services with **Measure Q Pavement Repair Project #4 – Citywide Pothole and Base Repairs (Project No. 2364)** as further described in Section 2 of this Agreement, 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. TERM.** This Agreement shall commence on **August 3, 2016** and expire on **June 30, 2017**.

**A. Extension of Term.** Upon mutual written agreement by the parties, the term of this Agreement may be extended for one additional period(s) of one year(s) each commencing upon the expiration of the initial or extended term, subject to the same terms and conditions of this Agreement. CONSULTANT shall give written notice of its request for extension of the term of the Agreement to the City's Authorized Representative, as identified in Section 4 below, at least thirty (30) days prior to expiration of the initial or extended term.

The extension(s) of the term of this Agreement shall be subject to a review of CONSULTANT'S performance in accordance with the terms and conditions of this Agreement and shall be subject to City approval. Such extension of time shall be in writing by a duly executed Amendment to this Agreement.

**2. SCOPE OF SERVICES.** Subject to such policy direction and approvals provided by the CITY's Authorized Representative, CONSULTANT shall provide **Construction Management, Material Testing, and Inspection services** for Measure Q Pavement Repair Project #4 – Citywide Pothole and Base Repairs (Project No. 2364) described in detail in Exhibit A, a proposal from

1 Swinerton Management & Consulting dated July 8, 2016, attached hereto and made a part hereof.  
2 CITY retains all rights of approval and discretion with respect to the projects and undertakings  
3 contemplated by this Agreement.

4       **3.     PAYMENT.** The compensation to be paid to CONSULTANT including payment for  
5 professional services and reimbursable expenses, shall be at the rate and schedules in detail in Exhibit  
6 A. However, in no event shall the amount CITY pays CONSULTANT exceed one hundred twenty  
7 thousand four hundred and fifty three dollars (**\$120,453**) for the term of this Agreement. Any  
8 Amendment to this Agreement that includes an increase to this compensation amount shall be made in  
9 accordance with Section 5 below.

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

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

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

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

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

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

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

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

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

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

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

**10. INDEMNIFICATION.**

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

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

1 misconduct on the part of the CITY.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4 **16. CONFLICT OF INTEREST.**

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

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

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

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

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

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

County of Contra Costa, California.

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

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

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

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

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

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

**24. NOTICES.** All notices required hereunder shall be in writing and mailed postage prepaid by certified or registered mail, return receipt requested, or by personal delivery to the CITY's address as shown below, or such other places as CITY or CONSULTANT may, from time to time, respectively, designate in a written notice given to the other. Notice shall be deemed received three (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:

**Robert Addiego, Project Executive  
Swinerton Management & Consulting  
2300 Clayton Road, Suite 800  
Concord, CA 94520  
Phone: 925 270-5636**

**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.

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

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

7 **CONSULTANT**

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

9  
10 By: \_\_\_\_\_  
11 Name: **Jeffrey Gee, AIA**  
12 Title: **Vice President**  
13 Address: **260 Townsend Street**  
**San Francisco, CA 94107**  
14 Telephone: **(415) 984-1239**

10 By: \_\_\_\_\_  
11 Name: Valerie Barone  
12 Title: City Manager  
13 Address: 1950 Parkside Drive  
Concord, CA 94519  
14 Telephone: (925) 671-3150

15 APPROVED AS TO FORM:

ATTEST:

16 \_\_\_\_\_  
City Attorney

16 \_\_\_\_\_  
City Clerk

17 Date: \_\_\_\_\_, 2016

18  
19 FINANCE DIRECTOR'S CERTIFICATION:

20 Concord, California

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

22  
23 I HEREBY CERTIFY THAT ADEQUATE FUNDS EXIST OR WILL BE RECEIVED  
24 DURING THE CURRENT FISCAL YEAR 2016/17 TO PAY THE ANTICIPATED  
EXPENSES TO BE INCURRED PURSUANT TO THIS CONTRACT.  
25 THE SUM OF **\$120,453**

26 Account Code: 4089500C999/4082364117-74250

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



## EXHIBIT A

July 8, 2016

Via email to [mario.camorongan@ci.concord.ca.us](mailto:mario.camorongan@ci.concord.ca.us)

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

Subject: Measure Q Pavement and Street Base Repairs – Various Streets Project (PJ 2364)  
Proposal for Construction Management & Inspection Services

Dear Mr. Camorongan:

Swinerton Management & Consulting (Swinerton) is pleased to present this revised proposal to provide construction management and inspection services to the City of Concord for the Measure Q Pavement and Street Base Repairs – Various Streets Project (PJ 2364). We understand the City's Bid Schedule includes a Base Bid plus Additive Alternate Bids No. 1 through 4 for various street repairs, and that the construction period is a total of 96 working days, including the four Bid Alternates. Further, we understand that the project is planned to be awarded on July 26, 2016 at the City Council Meeting and construction would start thereafter.

### **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 and specifications in 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, Site Specific Safety Plan, and required encroachment permits. We will track the submittals for all materials to be incorporated into the work, such as HMA, Class II AB, Tensar geogrid, traffic detector loops, and any pavement markings. 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 and stabilization 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 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 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, local utilities, and the special inspection and materials testing firm. 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 contractor and the special inspection and materials testing firm to ensure Quality Assurance services are performed and that the work performed meets the Contract Document requirements. Services such as compaction testing, material sampling and testing, and material placement observation and measurement will be completed as required by the contract documents. Onsite inspection shall be provided for all activities such as traffic control, safety, pavement cutting / cols planing, pavement and sub-base placement, and acceptable site restorations at the end of each day and 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 commissioning of the traffic loops, 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 with the contractor and 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 the City's projects, such as Farm Bureau Road, Citywide Curb Ramp Improvements, Cowell Road Safety Improvements, and Centre Concord Remodel. Scott will work with the Swinerton and special inspectors 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. He has recently completed the City's Concord Boulevard Paving & Striping project, the FY14/15 Annual Paving Maintenance project, the Farm Bureau Road Safe Routes to Schools project, and the Citywide Curb Ramp Improvements project. Brett has experience in the soils lab testing compressive strength of concrete and preparing and testing soil and asphalt for project specifications. Brett will coordinate the special inspection and materials testing firm to ensure proper review of the Contractor's work. 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. Jeff Neuenburg**, Field Inspector, will assist Scott and Brett with field inspections. Jeff has several years of experience performing special inspection on a variety of projects. Jeff has recently performed Inspection Services on sanitary sewer lining projects and curb ramp improvements for the City of South San Francisco's CIP program and he has recently completed the City of Concord's FY14/15 Annual Paving Maintenance project with Scott and Brett.

I will provide general operational and management oversight, and professional services administration to ensure successful project delivery. As needed, I will also provide construction management and field observation support to our team when field construction activity increases.

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. Our Fee proposal is \$139,213, plus an allowance of \$20,000 for Kleinfelder to perform Special Inspection and Materials Testing Services and an allowance of \$250 for reimbursables, such as reproduction and miscellaneous office supplies for project records. Our total fee proposal is a not-to-exceed amount of \$159,463. Our Fee Proposal is broken down by Base Bid and the Additive Bids # 1 through # 4.

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,

*Robert Addiego*

Robert Addiego, LEED® AP  
Project Executive

CC: Jeff Gee  
Myrna Wagner  
Scott Christie

Attachment: Matrix of CM Tasks and Fee Proposal (Measure Q Pavement & Street Base Repairs – Various Streets Project PJ 2364)

CITY OF CONCORD - Measure Q Pavement Repairs - Various Streets Project 4 (PJ2364)

Matrix of CM Tasks and Fee Proposal for Construction Management Services (96 Work Days Construction)

7/8/2016		Robert Addiego - Project Executive SMC		Scott Christie - Sr. Project Manager SMC		Brett Lowther - Sr. Inspector SMC		Jeff Neuenburg - Inspector SMC		
SWINERTON MANAGEMENT & CONSULTING		Hours per Task	Rate/Hour	Hours per Task	Rate/Hour	Hours per Task	Rate/Hour	Hours per Task	Rate/Hour	
Rates are for work performed in 2016			\$170		\$153		\$119		\$119	Total Cost
Task			Subtotal Per Task		Subtotal Per Task		Subtotal Per Task		Subtotal Per Task	Per Task
Construction Duration = 96 Work Days										
Construction Management Services:										
I -Pre-Award & Post Award Services										
1.1 Review Award Docs, Assist with Award & Notice-to-Proceed		0	\$0	2	\$306	2	\$238	0	\$0	\$544
II - Pre-Construction Activities										
2.1 Prepare Document Control Logs / Spreadsheets		0	\$0	2	\$306	0	\$0	0	\$0	\$306
2.2 Review Contract Documentation		0	\$0	8	\$1,224	4	\$476	4	\$476	\$2,176
2.3 Review Submittals (Work Plan, Traffic Control Plan, etc)		0	\$0	16	\$2,448	4	\$476	0	\$0	\$2,924
2.4 Coordinate with Utility Companies;		0	\$0	10	\$1,530	4	\$476	4	\$476	\$2,482
2.5 SMC Contract Administration		8	\$1,360	0	\$0	0	\$0	0	\$0	\$1,360
III - Construction Management Services										
3.1 Conduct Pre-construction Meeting, agenda & minutes		2	\$340	4	\$612	2	\$238	2	\$238	\$1,428
3.2 Coordinate with City Staff, Agencies, Consultants		8	\$1,360	16	\$2,448	12	\$1,428	4	\$476	\$5,712
3.3 Coordinate with Local Utilities, PG&E, and BART		0	\$0	10	\$1,530	8	\$952	4	\$476	\$2,958
3.4 Maintain Project Docs per City Requirements		0	\$0	8	\$1,224	4	\$476	0	\$0	\$1,700
3.5 Process / Track RFI's		0	\$0	20	\$3,060	0	\$0	0	\$0	\$3,060
3.6 Process / Track & Prepare Submittals for City / EOR Review		0	\$0	18	\$2,754	0	\$0	0	\$0	\$2,754
3.7 Receive / Review Certified Payroll Reports		0	\$0	16	\$2,448	0	\$0	0	\$0	\$2,448
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	16	\$2,448	8	\$952	0	\$0	\$3,400
3.10 Monitor Contractor's Progress Schedule		0	\$0	20	\$3,060	0	\$0	0	\$0	\$3,060
3.11 Provide On-Site Observation / Inspection Services - BASE BID		0	\$0	8	\$1,224	80	\$9,520	45	\$5,355	\$16,099
3.11a Provide On-Site Observation / Inspection Services - ADD # 1		0	\$0	5	\$765	18	\$2,142	9	\$1,071	\$3,978
3.11b Provide On-Site Observation / Inspection Services - ADD # 2		0	\$0	5	\$765	27	\$3,213	18	\$2,142	\$6,120
3.11c Provide On-Site Observation / Inspection Services - ADD # 3		0	\$0	2	\$306	10	\$1,190	8	\$952	\$2,448
3.11d Provide On-Site Observation / Inspection Services - ADD # 4		0	\$0	10	\$1,530	130	\$15,470	60	\$7,140	\$24,140
3.12 Monitor/Enforce On-site Safety		0	\$0	10	\$1,530	20	\$2,380	8	\$952	\$4,862
3.13 Process & Issue Change Orders		0	\$0	24	\$3,672	6	\$714	0	\$0	\$4,386
3.14 Negotiate contract dispute, schedule delays and claims		0	\$0	8	\$1,224	0	\$0	0	\$0	\$1,224
3.15 Prepare Contract Amendment		0	\$0	16	\$2,448	0	\$0	0	\$0	\$2,448
3.16 Issue and Respond to Non-Compliance Issues		0	\$0	4	\$612	8	\$952	4	\$476	\$2,040
3.17 Conduct Project Meetings		0	\$0	20	\$3,060	24	\$2,856	0	\$0	\$5,916
3.18 Prepare Project Status Reports		0	\$0	16	\$2,448	4	\$476	0	\$0	\$2,924
3.19 Perform Final Inspection & Punch Lists w/ EOR		0	\$0	8	\$1,224	16	\$1,904	8	\$952	\$4,080
3.20 Provide Project Photo Progress Reports		0	\$0	0	\$0	16	\$1,904	8	\$952	\$2,856
3.21 Attend Meetings/ Management Oversight		8	\$1,360	12	\$1,836	0	\$0	0	\$0	\$3,196
3.22 Assist with Community Outreach		0	\$0	8	\$1,224	8	\$952	4	\$476	\$2,652
3.26 Prepare for Audit of Project Files (if needed)		0	\$0	0	\$0	0	\$0	0	\$0	\$0
3.27 Traffic Signal Commissioning		0	\$0	8	\$1,224	16	\$1,904	0	\$0	\$3,128



IV - Post Construction Services										
4.1 Compile / Prepare As-Built Drawings		0	\$0	8	\$1,224	16	\$1,904	6	\$714	\$3,842
4.2 Assist with Final Estimate & Payment		0	\$0	4	\$612	0	\$0	0	\$0	\$612
4.3 Assist with Acceptance Document for City Council Approval		0	\$0	4	\$612	0	\$0	0	\$0	\$612
4.4 Assist with Notice of Completion		0	\$0	2	\$306	0	\$0	0	\$0	\$306
4.5 Assist with Project Close-out / Warranty Bond / Final Files		6	\$1,020	20	\$3,060	8	\$952	0	\$0	\$5,032
Subtotal Hours		32		368		455		196		
Subtotal Cost per Consultant Individual			\$5,440		\$56,304		\$54,145		\$23,324	
Consultant Subtotal										\$139,213
KLEINFELDER - Special Inspection & Materials Testing Services										
BASE BID	\$7,000									\$7,000
Additive Bid # 1	\$2,000									\$2,000
Additive Bid # 2	\$2,000									\$2,000
Additive Bid # 3	\$2,000									\$2,000
Additive Bid # 4	\$7,000									\$7,000
Additional Cost-Reproduction, Photos, Misc Office Supplies	\$250									\$250
Additional Cost-Allowance Subtotal	\$20,250									\$20,250
GRAND TOTAL = BASE BID + ADDITIVE BIDS # 1 through # 4										\$159,463

SUBTOTAL - BASE BID Only	\$109,777
SUBTOTAL - ADDITIVE BID # 1 Only	\$5,978
SUBTOTAL - ADDITIVE BID # 2 Only	\$8,120
SUBTOTAL - ADDITIVE BID # 3 Only	\$4,448
SUBTOTAL - ADDITIVE BID # 4 Only	\$31,140

Assumptions:

1. Swinerton will contract directly with a Special Inspection and Materials Testing firm - the abovementioned budget is an Allowance based on the anticipated scope of work.
2. The Special Inspection and Materials Testing scope of work is based on the contract specifications and the Contractor's schedule, as needed.
3. Swinerton's field construction labor effort is estimated at approximately 1.0 full-time personnel for the 96 working days (assuming all four Additive Bids will be awarded).
4. Swinerton's Grand Total cost proposal is based on the City awarding the Base Bid and Additive Bids No. 1 through 4.
5. Swinerton will receive and route the RFI's and Submittals for Design Team (EOR) and City review and signature.
6. Administration tasks performed by the Inspectors will occasionally be performed in the field when feasible.

### **Measure Q Pavement Repair Project #4, PJ2364**

#### **Breakdown of proposals submitted for Construction Management, Inspection, and Material Testing Services**

<b>Consultant</b>	<b>CM &amp; Inspection Costs / % of construction cost</b>	<b>Material Testing Costs</b>	<b>Total Contract Amount / % of construction costs</b>
Swinerton Consulting	\$139,213 / 8%	\$20,250	\$159,463 / 9.1%
Ghirardelli Assoc.	\$172,544 / 9.9%	\$39,860	\$212,404 / 12.2%
CSG Consultants	\$257,620 / 14.8%	\$25,000	\$282,620 / 16.2%