

**REPORT TO MAYOR AND COUNCIL**

TO THE HONORABLE MAYOR AND COUNCIL:

DATE: June 22, 2009

Subject: AWARD A CONSTRUCTION CONTRACT IN THE BASE BID AMOUNT OF \$1,372,740 TO TOP GRADE CONSTRUCTION, INC. OF LIVERMORE FOR PROJECT NO. 2109, YGNACIO VALLEY ROAD PERMANENT RESTORATION (PHASE 2) AND APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH COLE MANAGEMENT & ENGINEERING, INC. FOR CONSTRUCTION MANAGEMENT SERVICES

Report in Brief

Project No. 2109, Ygnacio Valley Road Permanent Restoration (Phase 2), is the second of two phases which will restore Ygnacio Valley Road to its pre-disaster condition (permanent restoration) and protect the roadway from future slide damage. The project is funded through Measure J. Bids were opened on May 28, 2009 at 11:00 a.m. A total of six (6) bids were received. Top Grade Construction, Inc. of Livermore submitted the low base bid of \$1,372,740, which is \$1,145,291.80 (45.5%) lower than the Engineer's Estimate of \$2,518,031.80.

Staff recommends that the Council award a construction contract in the base bid amount of \$1,372,740 to Top Grade Construction, Inc. of Livermore for Project No. 2109, Ygnacio Valley Road Permanent Restoration Phase 2; approve a Professional Services Agreement with Cole Management and Engineering, Inc. for construction management services; and authorize the City Manager to execute the agreement.

Background

Project No. 2109 is the second of two phases of the Ygnacio Valley Road Restoration. The Phase 1 of the project constructed a 420-foot protective feature (piers with tie backs wall system). This Phase 2 Project will add 545 feet of similar protective feature (280 feet to the southwest and 265 feet to the northeast of the Phase 1 wall).

This project was previously bid on April 16, 2009 and re-bid on May 13, 2009 due to a bid protest which revealed inconsistencies in the original bid document.

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LIVERMORE FOR PROJECT NO. 2109, YGNACIO VALLEY ROAD
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June 22, 2009

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The Environmental Clearance for this Phase 2 project was included in Phase 1 of the restoration project. Caltrans approved the Phase 1 Project environmental clearance through the issuance of a NEPA Categorical Exclusion under 23 CFR 771 activity (c)(9) on April 30, 2008. As part of the environmental clearance, the U.S. Fish and Wildlife Service (FWS) required the purchase of mitigation credits from the Ohlone Preserve Conservation Bank. The City purchased a total of 2.3 acres of conservation credits of occupied habitat for the California Tiger Salamander, California Red-legged Frog and the Alameda Whipsnake, at a total purchase price of \$49,450. This mitigation purchase included the impacts from this Phase 2 project.

The Ygnacio Valley Road Permanent Restoration (Phase 1) project was funded through Federal Highway Administration (FHWA) Emergency Relief Program. Construction was completed in December 2008 and the project was accepted by the Council on March 23, 2009.

Discussion

Construction Contract

The bid documents specified that the low bidder would be determined by the amount of the base bid. Top Grade Construction's (Top Grade) low base bid of \$1,372,740 is \$1,145,291.80 (45.5%) lower than the Engineer's Estimate of \$2,518,031.80. In light of this variance, staff contacted Top Grade's references. The references indicated Top Grade had successfully completed projects. The Executive Vice President of Top Grade provided a written response indicating that they are comfortable with their bid and are ready to do the work.

Top Grade Construction of Livermore possesses a proper and valid contractor's license, and has provided satisfactory references. Based on the foregoing information, staff recommends Top Grade Construction of Livermore as the lowest responsible bidder.

As part of Phase 1, the project funded with Federal Emergency Relief grant, Caltrans required the City to perform minor grading uphill of the slide to eliminate areas where drainage runoff collects and to provide positive drainage. Due to the lengthy process associated with obtaining the required permit from the Department of Fish and Wildlife Service (FWS), and to facilitate the Phase 1 project, Caltrans approved the City's request to defer the minor grading work. For the Phase 2 project, staff included a bid alternative for the minor grading work. At this time, FWS has yet to issue the permit. Therefore, staff recommends the award of construction contract for the base bid only. The minor grading work could be added to the work later as a contract change order once the permit is received.

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Construction Management Services

In 2007, the City engaged the services of several consultants, including Cole Management & Engineering Services (Cole), for design management, coordination and construction management for the Emergency Opening Phase of this project. Due to Cole's familiarity with the project and staff's analysis of the consultants proposals, the City engaged the services of the same consultants, including Cole, for the Phase 1 Permanent Restoration project. To comply with the federal grant requirement for hiring the same consultants without going through the Statement of Qualifications (SOQ)/Request for Proposal (RFP) process, the Council adopted Resolution No. 07-89 on December 11, 2007 which determined that it was cost effective to continue using the same consultants used for the Phase 1 Permanent Restoration project.

Hiring consultants through the use of the SOQ/RFP process for this contract will delay the implementation and completion of the project by about three months and subject the unstable slope to a possibly wet winter season. The current Phase 2 schedule calls for construction to begin in July 2009, with completion in early November 2009. Approving the agreement with Cole will allow this project to proceed in a timely manner and be completed prior to the winter rains.

This second phase will construct a 545-foot protective feature (pier and tie back wall system) which is 125 feet longer than that of Phase 1. The knowledge and experience gained by the consultants through work on the earlier phases of the project are applicable to Phase 2. New consultants would have to review a number of documents to ensure that they comply with the engineering analyses, calculations and findings of the current consultants before proceeding with the work which could potentially result in inefficiencies and additional costs to the City due to the duplication of work.

For the reasons discussed above, staff recommends engaging the services of the same consultant for construction management during the Phase 2 project and approving an agreement (Attachment 3) with Cole Management and Engineering in an amount not-to-exceed \$85,608.

Fiscal Impact

The design and construction of Project No. 2109, Ygnacio Valley Road Permanent Restoration Phase 2, will be funded by Measure J Bonds, through the Contra Costa Transportation Authority (CCTA).

Public Contact

The Notice to Contractors describing the project and scheduled bid opening was published in the Contra Costa Times once a week for two successive weeks prior to the bid opening date. The Agenda item was posted.

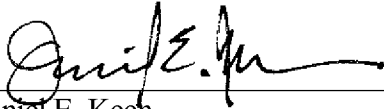
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Recommendation for Action

Staff recommends the City Council award a construction contract in the amount of \$1,372,740 to Top Grade Construction, Inc. of Livermore for Project No. 2109, Ygnacio Valley Road Permanent Restoration Phase 2; approve a Professional Services Agreement with Cole Management and Engineering, Inc. in the amount of \$85,608 for construction management services; and authorize the City Manager to execute the Agreement.



Daniel E. Keen
City Manager
Dan.Keen@ci.concord.ca.us

Prepared by: Christina Rodgers
Administrative Analyst
Christina.Rodgers@ci.concord.ca.us

Reviewed by: Alex Pascual, PE
Director Building, Engineering &
Neighborhood Services
Alex.Pascual@ci.concord.ca.us

Attachment 1 - Bid Analysis Sheet

Attachment 2 - Budget Analysis

Attachment 3 - Agreement with Cole Management & Engineering, Inc.

**PROJECT #2109****REBID - Ygnacio Valley Road Phase II****Bid Opening:****Thursday,
May 28, 2009
11:00 a.m.****City Manager's Conference Room**

Engineer's Estimate: \$TBD

To be awarded: TBD

COMPANY	TOTAL BID
Top Grade Construction, Inc. 50 Contractors Street Livermore, CA 94551-4863	\$1,372,740.00 \$15,000.00
Gordon N. Ball, Inc. 333 Camille Avenue Alamo, CA 94507	\$1,497,568.00 \$32,600.00
JFC Construction, Inc. 4901 Pacheco Blvd. Martinez, CA 94553-4324	\$1,519,281.28 \$27,929.00
Valentine Corporation P. O. Box 9337 San Rafael, CA 94912	\$1,529,369.00 \$17,150.00
Dees-Hennessey, Inc. 200 Industrial Road, Ste. #190 San Carlos, CA 94070-6210	\$1,529,541.00 \$34,650.00
Condon-Johnson & Associates, Inc. P. O. Box 12368 Oakland, CA 94604	\$1,587,367.60 \$34,500.00

It is recommended that a construction contract be awarded to Top Grade Construction, Inc. as the lowest responsible bidder in the amount of \$1,372,740 (base bid) for Project No. 2109, Ygnacio Valley Road Permanent Restoration (Phase 2).

City Engineer

BUDGET ANALYSIS
Ygnacio Valley Road Slide Phase 2
Improvements Project
PROJECT NO. 2109

Available Budget

Measure J	\$3,391,000
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Available Budget	\$3,391,000
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Soft Costs

0.00%	Right of Way		Title Reports/Plats & Legals
8.23%	Design	118,579.71	Plans & Specifications, Construction Assist.
4.66%	Design Coordination	\$67,240	Coordinate consultant design review
14.80%	Construction Admin.,(Estimated)	\$ 213,258.00	Staff, Survey, Materials Testing
0.83%	Cost Recovery (Estimated)	12,000.00	
13.06%	Other Costs	<u>188,235.00</u>	
	Soft Cost	599,312.71	

Soft cost percentages are calculated based on Total Budget Required: \$2,040,690

Construction Costs

Bid Items	\$ 1,372,740.00
Long Lead Item Purchase	
Contingency	<u>\$68,637</u>
Construction Cost	\$1,441,377
(Hard Cost)	

Total Budget Required

Soft Cost	\$599,313
Hard Cost	<u>\$1,441,377</u>
Total Budget Required	\$2,040,690

AGREEMENT FOR PROFESSIONAL SERVICES

1 THIS AGREEMENT ("Agreement") is entered into on June 22, 2009 between the City of
2 Concord (the "CITY") and Cole Management & Engineering, Inc., 2001 Salvio Street, Suite 8,
3 Concord, California, 94520 (the "CONSULTANT").

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

6 The CITY desires to contract with Cole Management & Engineering, Inc. and Cole
7 Management & Engineering, Inc. to contract with the CITY for provision by Cole Management &
8 Engineering, Inc. to the CITY for professional services in connection with **Ygnacio Valley Road**
9 **Permanent Restoration (Phase 2), Project No. 2109**, as further described herein, upon the terms and
10 conditions hereinafter set forth.

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

- 13 1. **Effective Date.** The effective date of this Agreement is June 22, 2009.
- 14 2. **Services.** CONSULTANT shall provide construction management services for
15 Ygnacio Valley Road Permanent Restoration (Phase 2), Project No. 2109, described in detail in
16 Exhibit A, proposal from Cole Management & Engineering, Inc., dated June 3, 2009, Scope of
17 Services, attached hereto and made a part hereof.
- 18 3. **Amendment.** If authorized, CONSULTANT shall furnish additional services, which
19 are in addition to the basic services. If additional services are requested by CITY, this Agreement may
20 be amended, modified, or changed by the parties subject to mutual consent and in accordance with the
21 Municipal Code by execution of an addendum by authorized representatives of both parties setting
22 forth the additional scope of services to be performed, the performance time schedule, and the
23 compensation for such services.
- 24 4. **Authorized Representatives.** Authorized representatives shall represent CITY and
25 CONSULTANT in all matters pertaining to the services to be ordered by CITY or rendered by
26 CONSULTANT under this Agreement except where approval for the CITY is specifically required by
27 the City Council. All requirements of CITY pertaining to the services to be rendered under this
28 Agreement by CONSULTANT shall be submitted through these representatives and CITY shall

1 cooperate with CONSULTANT in all matters relating to this Agreement in such a manner as will
2 result in the performance of such work without delay.

3 CITY's authorized representative is authorized to execute on behalf of CITY, amendments to
4 the agreement, including amendments providing for additional compensation to CONSULTANT, not
5 to exceed \$20,000, including the base contract amount, throughout the remaining term of the
6 agreement. The City Manager is authorized to execute on behalf of CITY, amendments to the
7 agreement, including additional compensation to CONSULTANT, not to exceed \$40,000, including
8 the base contract amount, throughout the remaining term of this agreement beyond that authorized in
9 section 6 must be approved by the City Council.

10 The CITY authorized representative is Alex Pascual P.E., Director of Building, Engineering
11 and Neighborhood Services. The CONSULTANT authorized representative is Richard I. Cole,
12 President.

13 **5. Compensation.** CONSULTANT shall be compensated on a time and materials basis
14 not to exceed **\$85,608** for basic services rendered under Section 2, as more particularly described in
15 Exhibit A, Compensation; and CONSULTANT shall be compensated for additional services rendered
16 under Section 3, as more particularly described in a fully approved and executed addendum to this
17 Agreement.

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

21 **6. Term.** The term of this Agreement, subject to termination as set forth in Section 13,
22 shall be from the effective date through **December 31, 2010**.

23 The CITY's Authorized Representative or City Manager may extend the term of the agreement
24 for a period not to exceed 12 months if necessary for the CONSULTANT to complete the Scope of
25 Work or any additional Scope of Work previously authorized by the CITY. Such Extension of time
26 shall be in writing by a duly executed addendum or amendment to this agreement.

27 **7. Standard of Performance.** CONSULTANT represents to CITY that the services shall
28 be performed in an expeditious manner, and with the degree of skill and care that is required by

1 current, good, and sound procedures and practices. CONSULTANT further agrees that the services
2 shall be in conformance with generally accepted professional standards prevailing at the time work is
3 performed.

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

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

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

24 **10. Indemnification.** CONSULTANT agrees to defend, indemnify and hold harmless the
25 CITY, its officers, agents, employees and volunteers from and against any and all claims, demands,
26 actions, losses, damages, injuries, and liability (including all attorney's fees and other litigation
27 expenses) arising out of the negligent acts or omissions of CONSULTANT in the performance of this
28 Agreement.

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

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

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

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

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

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

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

1 employees, or volunteers.

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

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

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

22 12. **Suspension of Work.** CITY may, at any time, by ten (10) days' written notice,
23 suspend further performance by CONSULTANT. All suspensions shall extend the time schedule for
24 performance in a mutually satisfactory manner, and CONSULTANT shall be paid for services
25 performed and reimbursable expenses incurred prior to the suspension date. During the period of
26 suspension, CONSULTANT shall not receive any payment for services, or expenses, except for
27 reasonable administration expenses, incurred by CONSULTANT by reason of such suspension.

28 13. **Termination.** CITY may terminate this Agreement for any reason upon ten (10) days

1 written notice to the other party. CITY may terminate the Agreement upon five (5) days written notice
2 if CONSULTANT breaches this Agreement. In the event of termination, CONSULTANT shall
3 promptly deliver to the CITY any reports or other written, recorded, photographic, or visual materials
4 and other deliverables prepared for the CITY prior to the effective date of such termination. After
5 receipt of deliverables, CITY will pay CONSULTANT for the services performed as of the effective
6 date of the termination.

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

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

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

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

24 **15. Independent Contractor.** In assuming and performing the services, CONSULTANT
25 is an independent contractor and shall not be eligible for any benefits, which the City may provide its
26 employees, except as expressly provided for in the Agreement. All persons, if any, hired by
27 CONSULTANT shall be employees or subcontractors of CONSULTANT and shall not be construed
28 as employees or agents of the City in any respect. CONSULTANT shall have responsibility for and

1 control over the means of providing services under this Agreement.

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

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

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

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

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

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

28 **22. Attorney's Fees.** If either party to this Agreement commences any legal action against

1 the other party arising out of this Agreement, the prevailing party shall be entitled to recover its
2 reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and
3 attorney's fees.

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

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

12
13 To CITY

**Alex Pascual P.E., Director
Building, Engineering and Neighborhood Services
City of Concord
1950 Parkside Drive
Concord, CA 94519-2578
Phone: (925) 671-3470
Fax: (925) 798-9692**

14
15
16
17 To CONSULTANT

**Richard I. Cole, President
Cole Management & Engineering, Inc.
2001 Salvio Street, Suite 8
Concord, CA 94520
Phone: (925)609-8966
Fax: (925)609-9021**

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

3
4 **CONSULTANT**

CITY OF CONCORD, a Municipal Corporation

5
6 By: 

By: _____

7 Name: Richard I. Cole
8 Title: President
9 Address: 2001 Salvio Street, Suite 8
 Concord, CA 94520
10 Telephone: (925)609-8966

Name: Daniel E. Keen
Title City Manager
Address: 1950 Parkside Drive
 Concord, CA 94519
Telephone: (925) 671-3150

11 APPROVED AS TO FORM:

ATTEST:

12
13 _____
City Attorney

City Clerk

14
15 Date: _____, 2009

16
17 **FINANCE DIRECTOR'S CERTIFICATION:**

18 Concord, California

19 Date: _____, 2009

20
21 **I HEREBY CERTIFY THAT ADEQUATE FUNDS EXIST OR WILL BE RECEIVED**
22 **DURING THE CURRENT FISCAL YEAR 2008/09 TO PAY THE ANTICIPATED**
23 **EXPENSES TO BE INCURRED PURSUANT TO THIS CONTRACT.**

24 THE SUM OF \$85,608

Account Code 4799500C999 63244 4792109111 63244

25
26 _____
Finance Director's Signature

CITY OF CONCORD Construction Mgt proposal-with inspection
 Ygnacio Valley Road permanent Restoration Phase 2
 3-Jun-09

	BUDGET HOURS			FEE			EST. TOTAL
	Prin	Senior Eng	Engineer Insp	\$152	\$125	\$106	
				Prin	Senior Eng.	Engineer Insp	
Task 1 Prepare construction management and inspection plan, set up project construction files and tracking system Review project submittals and recommend modifications	16	30	10	\$2,432	\$3,750		\$6,182
Task 2. Review and monitor contractor construction schedule each week. Obtain concurrence with contractor for weekly statement of working days. Notify City and contractor of any actual or potential deviation from schedule. Work with project team to correct deviations of work schedule. Record construction progress.	4	30		\$608	\$3,750	\$0	\$4,358
Task 3. Act as primary contact with Contractor and City staff for Construction Management Team. Provide day to day construction management, resident engineering and inspection		70	10	\$0	\$8,750	\$1,060	\$9,810
Task 4 Coordinate with the City management regarding detours, staging and project status		30	10	\$0	\$3,750	\$1,060	\$4,810
Task 5 Review monthly invoices from contractor. Recommend appropriate payment to contractor		14	12	\$0	\$1,750	\$1,272	\$3,022
Task 6 Monitor required materials and soils testing.		8	8		\$1,000	\$848	\$1,848
Task 7 Evaluate, negotiate and prepare change orders as required		20			\$2,500	\$0	\$2,500
Task 8 Identify and negotiate potential claims					\$0	\$0	\$0
Task 9 Perform field inspections		20	300		\$2,500	\$31,800	\$34,300
Task 10 Track budget		32			\$4,000	\$0	\$4,000
Task 11 Oversee budget and complete final inspection and final payment for work		36			\$4,500	\$0	\$4,500
Task 12 Participate in status and management meetings, coordinate with senior management, CCTA, project status reports, newsletter articles other notice	40			\$6,080			\$6,080
Task 13 Close out Project, concil acceptance, and assist with invoicing grant funding agencies	30			\$4,560	\$4,500	\$0	\$9,060
TOTAL	90	290	350	\$11,248	\$37,000	\$36,040	\$84,288

Expenses 1200
 Estimate Fee
 Rate 1.1
 \$1,320
 \$84,288
TOTAL \$85,608



COLE
MANAGEMENT &
ENGINEERING, INC.

EXHIBIT A