



STAFF REPORT

SAUSALITO CITY COUNCIL

AGENDA TITLE:

Street Repair Program – Award contracts for Construction and Construction Management Services

RECOMMENDED MOTION:

Adopt a resolution of the City Council of the City of Sausalito authorizing the City Manager to:

- (1) execute an Agreement with Maggiora and Ghilloti for construction of Sausalito Street Repair Program (2010)
 - (2) execute a professional services agreement with Riedinger Consulting for Construction Management Services for Sausalito Street Repair Program, and
 - (3) authorizing City Manager to amend professional services agreement with CSG Consultants for Construction Management Services for Johnson Street & Utility Improvements.
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SUMMARY

After approximately 10 months of development, Plan and Specifications were completed and a Notice Inviting Bids was issued on April 15, 2010 to implement the Sausalito Street Repair Program.

Bids were opened May 18th, 2010. Seven bids were submitted. Maggiora & Ghilotti submitted the low bid of \$667,667.00. The Engineer's Estimate was \$1,018,020. Pursuant to City Purchasing Policy and the California Public Contracts Code, the City must to award the project to the lowest responsive bidder, Maggiora & Ghilotti.

Separately, the City solicited proposals for construction management services for this project, the previously awarded Johnson Street and Utilities Improvements and the soon to be opened Priority 1B Sewer Repairs on Spinnaker Point. Five firms submitted proposals. All of the firms were qualified to do the work. Staff recommends that different firms be assigned to different projects as follows:

Sausalito Street Repair Program – CSG Consultants
Johnson Street & Utility Repair Project – Riedinger Consulting

Council will be asked to consider construction management services for the Priority 1B Sewer Repair Projects with the award of that project.

Item #: Consent #1
Meeting Date: June 8, 2010
Page #: 1

Staff recommends the City Council adopt the attached resolution authorizing the City Manager to:

- 1) execute a contract with Maggiora & Ghilotti for construction services for the Sausalito Street Repair Program,
- 2) execute an amendment with CSG consultants for construction management services for the Sausalito Street Repair Program, and
- 3) execute a professional services agreement with Riedinger Consulting for construction management services for Johnson Street and Utility Improvements, on behalf of the City.

DISCUSSION

On April 15, 2010 a Notice Inviting Bids was issued to implement the Sausalito Street Repair Program.

Bids were opened May 18th, 2010. Seven Bids were submitted as follows.

Firm Name	Total Bid Amount
Maggiora & Ghilotti	\$667,667.00
Ghilotti Bros.	\$687,777.00
Team Ghilotti	\$730,690.00
North Bay Construction	\$770,770.00
John Benward Co.	\$772,586.66
American Asphalt	\$894,315.00
W.R. Forde	\$1,034,420.00
Engineer's Estimate	\$1,018,020.00

Maggiora & Ghilotti submitted the low bid of \$667,667.00. The Engineer's Estimate was \$1,018,020. Pursuant to City Purchasing Policy and the California Public Contracts Code, the City must award the project to the lowest responsive bidder. Maggiora & Ghilotti have operated in the region successfully for decades. The firm has worked for the City in the past. As a result of this record, staff believes their bid is responsive and that they have the resources and bonding capability to successfully implement the project.

This Project will repair streets identified in the 2009/2010 Budget and by the City's Pavement Management Program. A list of streets where work is being done and maps showing the selected street segments is attached. The bid is lower than estimate and budget. Financial discussion will follow under fiscal impacts. Functionally staff recommends that some contingency be appropriated in conjunction with recommended

agreements to address possible unforeseen issues. Some budget also needs to also be allocated for construction management services.

The project is designed to be completed in 45 working days. By awarding the work now staff expects that the work can get started and completed before the winter rains that usually begin after October.

Separately, the City solicited proposals for construction management services for this project and the previously awarded Johnson Street and Utilities Improvements.

Five firms submitted proposals. All of the firms were qualified to do the work. Staff recommends that different firms be assigned to different projects as follows:

Sausalito Street Repair Program – CSG Consultants
Johnson Street & Utility Repair Project – Riedinger Consulting

CSG Consulting has been providing Building Plan Check Services, Building Inspection Services and Survey Map Check Services. The firm is responsive and provides great service at the line level and administratively. Staff believes that they will be able to perform similarly with roadway construction services.

Riedinger Consulting is a Sausalito firm. They are small and woman owned business. The firm has experience with sewer capital projects as well as roadway improvements. For this reason staff believes that the firm is suited to provide construction management services for the Johnson Street and Utility Improvements project that the City Council Awarded on April 6th.

FISCAL IMPACT

The work will be funded from the adopted FY2009-10 General Capital Projects Fund. The fund allocates \$980,000 for the Street Repair Program and \$141,000 for Roadway Base Repair Program.

The Council previously awarded contracts to John Benward Company for Johnson Street and Utility Improvements and with CSW-Stuber-Stroeh (CSW/ST2) for Engineering Design Service for this project and other capital projects.

Total amount authorized for CSW/ST2 to date is \$173,690 of which \$121,500 can be charged to these two Budget Program items (CSW/ST2 Billings are \$82,859.44 as of 5/7/2010).

The total amount authorized for John Benward Company is \$367,193.86 with a contingency of 10% (\$36,719.39) for a total of \$403,913.25. The Street Repair Program providing funding of \$163,339.85. The balance of this Johnson Street project is funded

by the Sewer Fund and the Public Safety Facilities Fund. Accounting for this work there remains \$836,160.15 for the Street Repair Program and Construction Management.

Maggiara and Ghillotti's bid is \$667,667.

CSG's estimate for Construction Management services for the Street Repair Program is \$87,720 which is 13.1% of the Construction bid amount. Riedinger Consulting's estimate for Johnson Street and Utility Improvements is \$38,000 which is 10.4% of that construction bid. Actual costs will be on a time and materials basis.

To summarize in table form

Resources	Description	Amount	Contingency	Total
	Street Repair Program	\$980,000		
	Road Base Failure/Patching	\$141,000		
Total		\$1,121,000		
Costs Obligated	CSW/ST2	\$121,500		\$121,500
	Johnson Street & Utility (Benward)	\$148,490.75	\$14,849.10	\$163,339.85
Costs Obligated Subtotal		\$269,990.75	\$14,849.10	\$285,839.85
Costs Proposed	CSG Consultants CM Services	\$87,720.00	\$4,729.15	\$92,449.15
	Riedinger Consulting CM Services	\$38,000.00	\$2,049.00	\$40,049
	Street Repair Program (Maggiara & Ghilotti)	\$667,667.00	\$35,995.00	\$703,662
Costs Proposed Subtotal		\$793,387.00	\$42,773.15	\$836,160.15
Costs Subtotal		\$1,063,377.75	\$57,622.25	\$1,121,000.00
Balance		\$42,773.15		

Resources are adequate to fund the bid and estimated amounts and still allow for a very small contingency amount of \$42,773.15 (3.45%) of proposed but not yet approved or appropriated amounts (\$793,387). Purchase Orders shall be prepared for the proposed amount shown in the tables. In the event that work needs exceed these authorized amounts, staff will report to the City Council at the earliest opportunity.

STAFF RECOMMENDATIONS

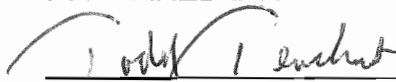
Adopt a Resolution of the City Council of the City of Sausalito:

- 1) Awarding a Construction contract to Maggiora & Ghilotti for Sausalito Street Repair Program for \$667,667.00.
- 2) Appropriating \$703,662 from the General Capital Fund Street Repair Program and Base Failure Repair Program.
- 3) Approving a Professional Services Agreement with Riedinger Consulting for Construction Management Services for Johnson Street and Utility Improvements for \$38,000.
- 4) Appropriating \$40,049 from the General Capital Fund Street Repair Program and Base Failure Repair Program for Professional Services by Riedinger Consulting.
- 5) Approves of Amendment No. 2 to Professional/Consulting Services Agreement with CSG Consulting for Construction Management Services for Sausalito Street Repair Program for \$87,720.
- 6) Appropriating \$92,449.15 from the General Capital Fund Street Repair Program and Base Failure Repair Program for Professional/Consulting Services by CSG Consulting.
- 7) Authorizing the City Manager to Execute a Construction Agreement with Maggiora and Ghilotti for construction of the Sausalito Street Repair Program.
- 8) Authorizing the City Manager to Execute the Professional Services Agreement with Riedinger Consulting for construction management services for Johnson Street and Utility Improvements.
- 9) Authorizing the City Manager to Execute Amendment No. 2 to Professional/Consulting Services Agreement with CSG Consulting for construction management services for Sausalito Street Repair Program.

ATTACHMENTS

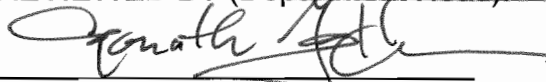
Resolution
Street Repair List and Maps
Bid Tabulation – Street Repair Program
Agreement with Maggiora & Ghilotti, Inc.
Proposal and work scope Riedinger Consulting
Professional Services Agreement with Riedinger Consulting
Proposal and work scope CSG Consulting
Agreement Amendment No. 1 to Professional Services Agreement with CSG

PREPARED BY:



Todd Teachout
City Engineer

REVIEWED BY (Department Head):

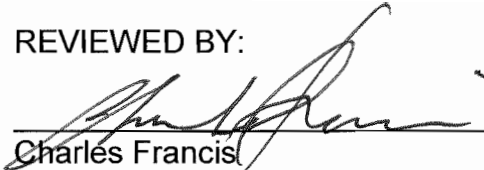


Jonathon Goldman
Director of Public Works

REVIEWED BY:

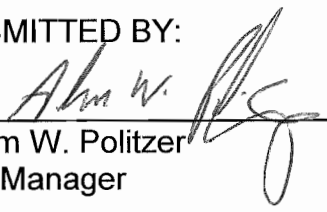
Mary Wagner
City Attorney

REVIEWED BY:



Charles Francis
Administrative Services Director/Treasurer

SUBMITTED BY:



Adam W. Politzer
City Manager

RESOLUTION No. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAUSALITO AWARDING A CONTRACT TO MAGGIORA & GHILOTTI FOR SAUSALITO STREET REPAIR PROGRAM, APPROVING AMENDMENT NO.2 TO PROFESSIONAL/CONSULTING SERVICES AGREEMENT WITH CSG CONSULTANTS FOR CONSTRUCTION MANAGEMENT SERVICES RELATED TO SAUSALITO STREET REPAIR PROGRAM, APPROVING PROFESSIONAL SERVICES AGREEMENT WITH RIEDINGER CONSULTING FOR CONSTRUCTION MANAGEMENT SERVICES RELATED TO JOHNSON STREET & UTILITY IMPROVEMENTS, AUTHORIZING THE CITY MANAGER TO EXECUTE SAID CONTRACT WITH MAGGIORA & GHILOTTI, SAID AMENDMENT NO. 2 TO PROFESSIONAL/CONSULTANT SERVICES AGREEMENT WITH CSG CONSULTANTS, AND SAID PROFESSIONAL SERVICES AGREEMENT WITH RIEDINGER CONSULTING.

WHEREAS, the City Council adopted a Budget which allocated resources for the maintenance of streets, and

WHEREAS, Plans and Specifications were prepared for a project entitled Sausalito Street Repair Program to affect maintenance of said streets, and

WHEREAS, a Notice Inviting Bids was prepared pursuant to Sausalito Purchasing Policy and California Public Contract Code; and

WHEREAS, Maggiora and Ghilotti, Inc. submitted a low bid of seven bids in an amount of \$667,667, and

WHEREAS, the City must award a contract to the lowest responsive bidder, and

WHEREAS, an Agreement has been prepared for Construction Services for Sausalito Street Repair Program, and

WHEREAS, the City issued a Request for Qualifications for Construction Management Services for Sausalito Street Repair Program and Johnson Street & Utility Improvements, and

WHEREAS, five firms submitted proposals, and

WHEREAS, CSG Consultant qualified to perform the requested services and is recommended by staff to perform Construction Management Services for Sausalito Street Repair Program, and

WHEREAS, CSG Consultant estimated costs to perform proposed service to be \$87,720 for Sausalito Street Repair Program, and

WHEREAS, Riedinger Consulting qualified to perform the requested services and is recommended by staff to perform Johnson Street and Utility Improvements, and

WHEREAS, Riedinger Consulting estimated costs to perform proposed service to be \$38,000 for Johnson Street and Utility Improvements, and

WHEREAS, CSG Consultant is currently contracted with the City for Professional/Consulting Services and the Construction Management Services for the Sausalito Street Repair Program is a revised work scope and requires an amendment to the agreement, and

WHEREAS, a professional services agreement has been prepared for Riedinger Consulting for Construction Services for Johnson Street and Utility Improvements; and

WHEREAS, it is prudent to appropriate additional amounts for contingencies.

NOW, THEREFORE, the City Council of the City of Sausalito does hereby resolve as follows:

- 1) Awards a Construction contract to Maggiora & Ghilotti, Inc. for Sausalito Street Repair Program for \$667,667.00.
- 2) Appropriates \$703,662 from the General Capital Fund Street Repair Program and Base Failure Repair Program.
- 3) Approves of a Professional Services Agreement with Riedinger Consulting for Construction Management Services for Johnson Street and Utility Improvements for \$38,000.
- 4) Appropriates \$40,049 from the General Capital Fund Street Repair Program and Base Failure Repair Program for Professional Services by Riedinger Consulting.
- 5) Approves of Amendment No. 2 to Professional/Consulting Services Agreement with CSG Consulting for Construction Management Services for Johnson Street and Utility Improvements for \$87,720.
- 6) Appropriates \$92,449.15 from the General Capital Fund Street Repair Program and Base Failure Repair Program for Professional Services by CSG Consulting.
- 7) Authorizes the City Manager to Execute a Construction Agreement with Maggiora and Ghilotti for construction of the Sausalito Street Repair Program.
- 8) Authorizes the City Manager to Execute the Professional Services Agreement with Riedinger Consulting for construction management services for Johnson Street and Utility Improvements.
- 9) Authorizes the City Manager to Execute Amendment No. 2 to Professional Services Agreement with CSG Consulting for construction management services for Sausalito Street Repair Program.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Sausalito on the 8th day of June, 2010, by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSTAIN: Councilmembers:

Mayor, City of Sausalito

ATTEST:

City Clerk

Item #: Consent #1
Meeting Date: June 8, 2010
Page #: 9

2008 Street Repair List

2.5 Inch Overlay

Filbert (Marie to Girard)
Girard (Litho to Filbert)
Spring (Bridgeway to Woodward)
Third Street (Richardson to North)

1.5 Inch Overlay

Booker Ave (Spencer to Cloudview)
Caledonia (Johnson to Caledonia)
Ebbtide (Bridgeway to 100 Ebbtide)
Olima (Coloma to Butte)
Park Street (El Portal to Bridgeway)
Road 3 (Harbor to End)
Rose Ct. (Glen to Glen Ct)
Sweetbriar Ln. (Spencer to end)

Slurry Seal

Bee St. (Bridgeway to Caledonia)
Butte St. (Sacramento to Tomales)
Coloma (Gate 5 Rd to Bridgeway)
Glen Dr. (Bend at 129 to Johnson St)
Gordon (Spring to old end)
Harbor Dr.. (Gate 5 to Clipper YH Entrance)
Harrison Ave. (San Carlos to PCC section)
Kendali Ct. (Nevada to Cul de sac)
Lower Crescent (Crescent to Main)
Marion (South St. to End)
Princess St. (Bridgeway to Bulkley)
Sausalito (Second to Third)
Second St. (Richardson to end)
Spring Street (Woodward to end)
West St (Richardson to Main St.)

Crack Seal

Attwood (Harrison to North)
Bulkley (Santa Rosa to Princess)
Cazneau(Platt to Marie)
Crescent (Lower Crescent to PCC)
Harbor Dr. (Bridgeway to Rd. 3)

2009 Street Repair List

2.0 inch Overlay

Bee Street (Caledonia to Bonita)**

Slurry Seal

Buchanan(Nevada to End)
Currey Ln (Currey Ave to End)
El Portal(Bridgeway to Tracy Way)
Glen Ct. (Rose Ct. to Glen Dr.)
Harrison Ave. (Attwood to San Carlos)
Harrison Ave. (Santa Rosa to Glen Dr.)
Johnson St.(waters edge to Bridgeway)
Locust (Girard to steps to Cazneau)
Locust (Bridgeway to Caledonia)
Main St.(Second to end @beach)
Marin Ave.("Panhandles")
Marion(Edwards to South)
Napa (Caledonia to Filbert)
Pearl (Easterby to CDS end)
Prospect (Clouview to Spencer)
Rodeo (Sausalito Towers to Woodward)
Sacramento Ave. (Butte to End)
Turney St.(Bonita to Girard)
Valley St.(2nd to End near bay)
Vista Clara Dr.(Monte Mar to Currey Ave.)
West Ct. (Richardson St. to End)
Wray Ave.(Currey to End)

Crack Seal

Alexander(City Limit to South)
Atwood(North to Bulkley)
Bulkley(San Carlos to Atwood)
Cazneau(Platt to Marie)
Filbert(Easterby to Marie)
Harbor Dr.(Bridgeway to Rd 3)

2010 Street Repair List

2.5 Inch Overlay

Nevada St. (Rodeo Ave. to Tomales)**

2.0 inch Overlay

Johnson Street(213 Johnson to Glen)**
Locust St (Caledonia to Bonita)

1.5 Inch Overlay

Cresciento Lane (Cresciento Dr. to end)**
Glen Drive (Currey Ave to Bend @ 129 Glen)
San Carlos Ave. (Glen/Harrison to Spencer)
South St. (Alexander Ave. to Second)
Williams Court (Lincoln to Cul de Sac)

Slurry Seal

Cloudview Cir (Cloudview to End)
South St. (2nd St. to 3rd St.)
West St.(Bridge to Valley St.)

Crack Seal

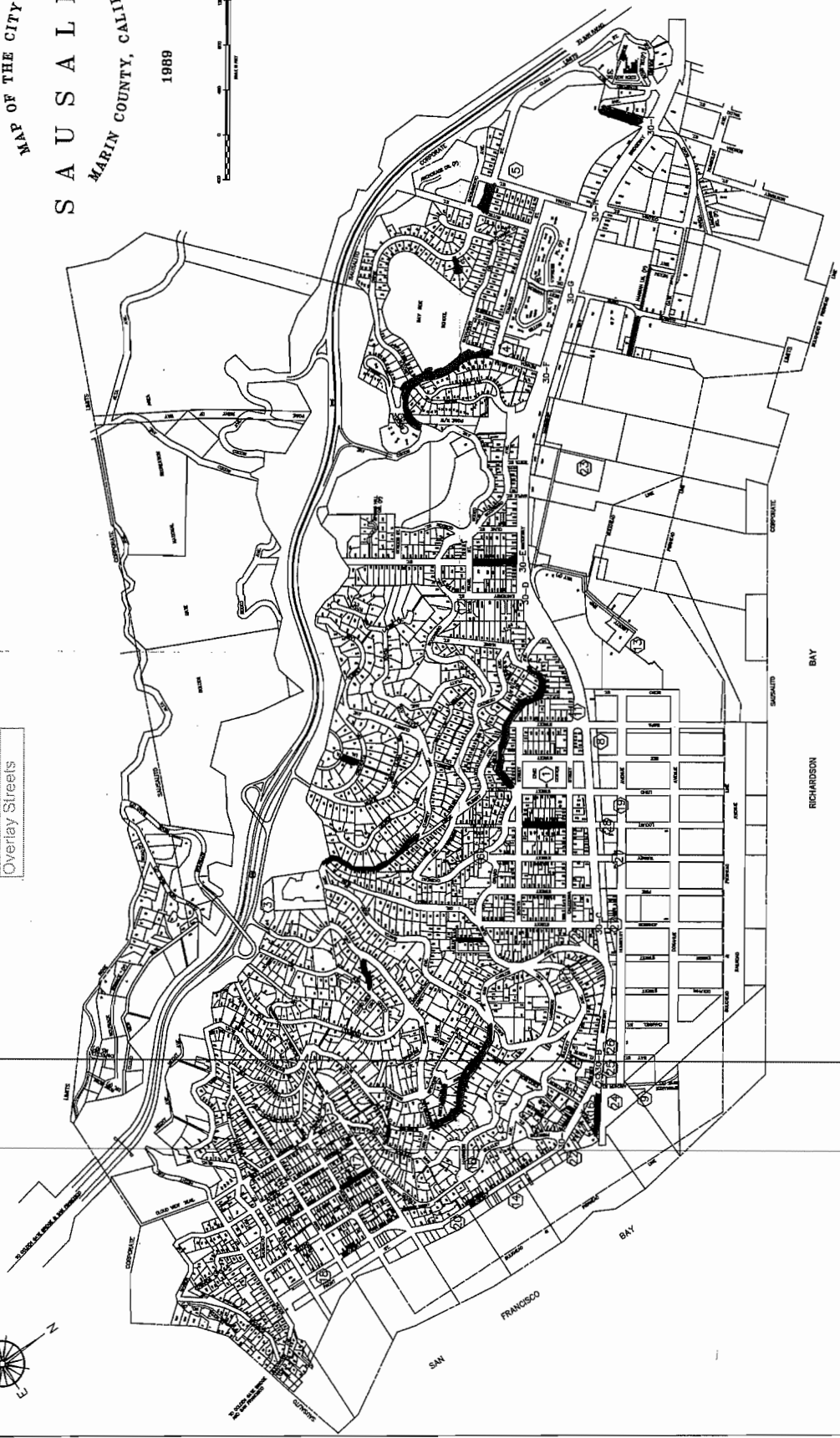
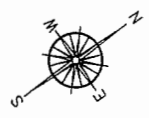
Bulkley (Princess St. to Attwood/Harrison)
Humbolt (Johnson St. to Ensign St.)
Sausalito Blvd.(Crescent Ave. to Spencer)
Spencer (Prospect Ave. to Hwy 101)
West St. (Richardson to Main)

MAP OF THE CITY OF
SAUSALITO
MARIN COUNTY, CALIFORNIA

1988



Overlay Streets

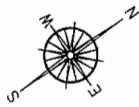
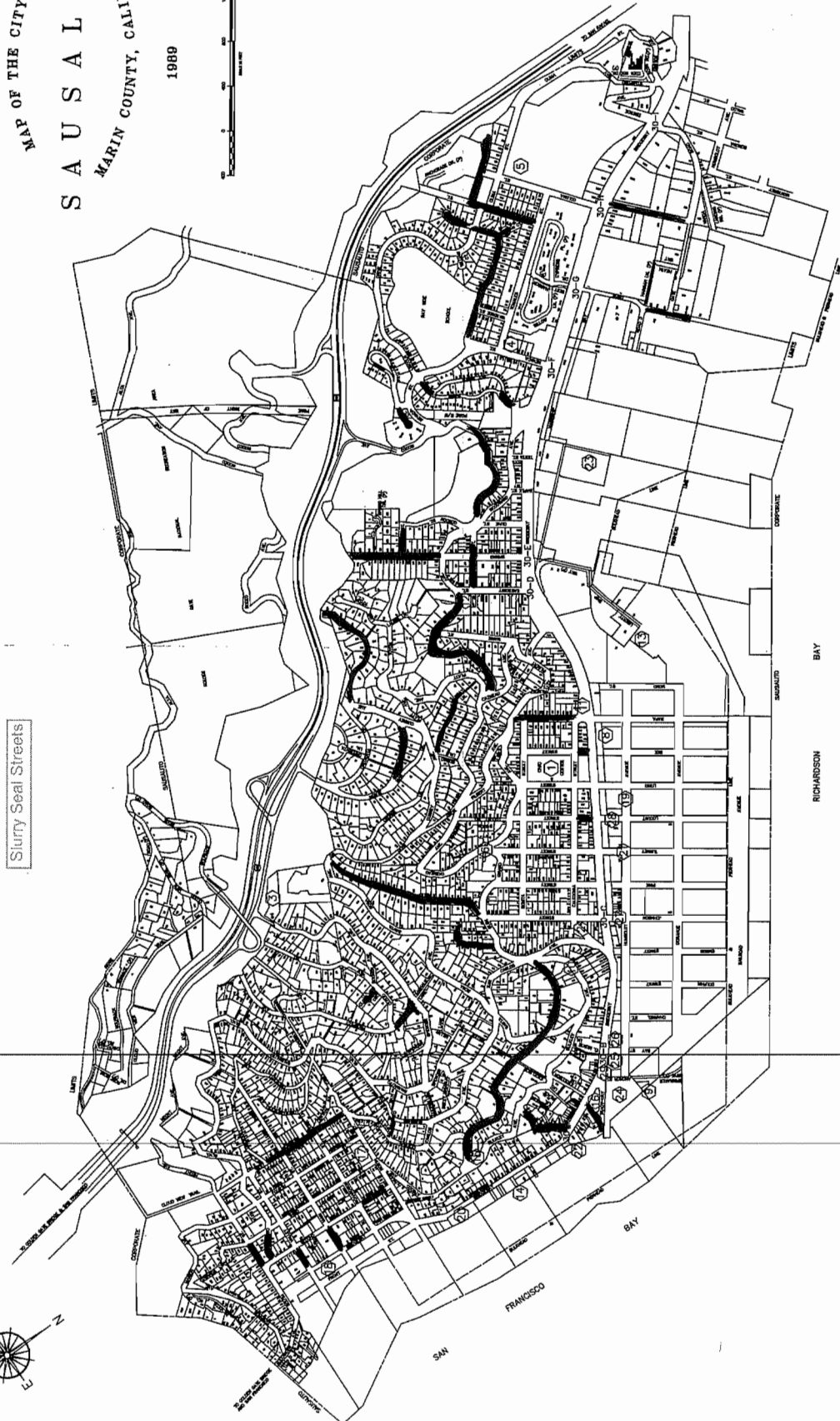


THIS MAP DOES NOT PURPORT TO SHOW WHICH STREETS ARE
LEGALLY OPEN OR CLOSED NOR WHICH STREETS ARE LEGALLY
ACCEPTED OR UNACCEPTED.

Consent
12

MAP OF THE CITY OF
S A U S A L I T O
MARIN COUNTY, CALIFORNIA

1989



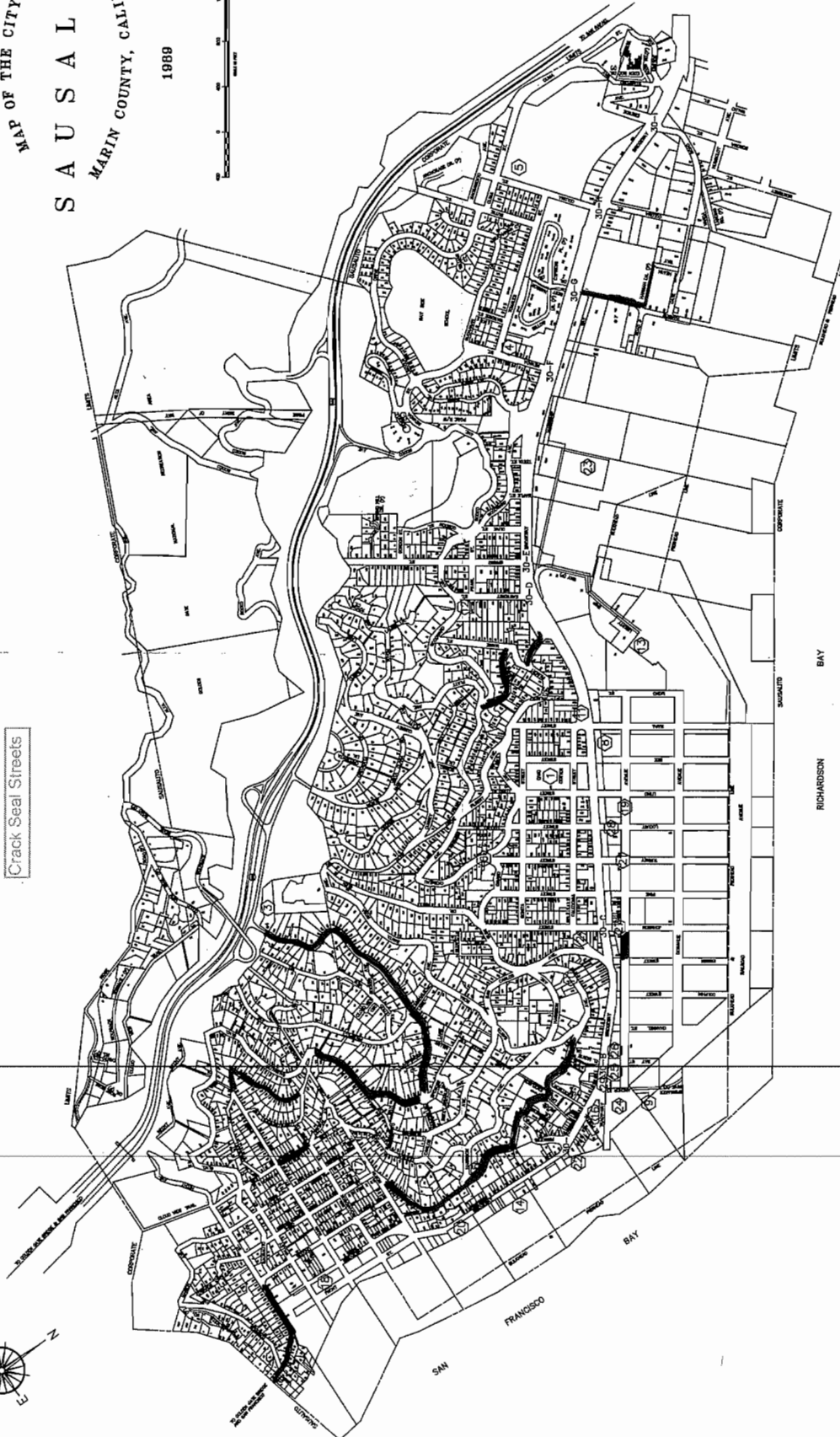
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Consent
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MAP OF THE CITY OF
S A U S A L I T O
MARIN COUNTY, CALIFORNIA
1988



Crack Seal Streets



THIS MAP DOES NOT PURPORT TO SHOW WHICH STREETS ARE LEGALLY OPEN OR CLOSED FOR WHICH STREETS ARE LEGALLY ACCEPTED OR UNACCEPTED.

Consent
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Engineers Estimate
Maggiore & Ghilotti
Ghilotti Bros. Inc.

No.	Item	Quantity	Units	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
BASE BID									
1. Construction Control									
a.	Mobilization and Demobilization	1	LS	\$12,000.00	\$12,000.00	9545	\$9,545.00	\$13,965.00	\$13,965.00
b.	Traffic Control	1	LS	\$20,000.00	\$20,000.00	10000	\$10,000.00	\$9,000.00	\$9,000.00
SUB-TOTAL – Construction Control					\$32,000.00		\$19,545.00		\$22,965.00
2. STREETWORK IMPROVEMENT PROJECT – Furnish and Install the Following Items:									
a.	Dig Out and Patch (0:5')	19,400	SF	\$15.00	\$291,000.00	7	\$135,800.00	\$8.75	\$169,750.00
b.	Crack Seal	30,000	LF	\$0.50	\$15,000.00	0.32	\$9,600.00	\$0.33	\$9,900.00
c.	Slurry Seal	42,200	SY	\$2.00	\$84,400.00	2	\$84,400.00	\$1.99	\$83,978.00
d.	AC Grinding	94,600	SF	\$1.00	\$94,600.00	0.43	\$40,678.00	\$0.59	\$55,814.00
e.	AC Overlay (1.5")	850	TONS	\$150.00	\$127,500.00	165	\$140,250.00	\$114.00	\$96,900.00
f.	AC Overlay (2.0")	260	TONS	\$150.00	\$39,000.00	110	\$28,600.00	\$114.00	\$29,640.00
g.	AC Overlay (2.5")	1,420	TONS	\$150.00	\$213,000.00	111	\$157,620.00	\$97.00	\$137,740.00
h.	Adjust Frame & Cover to Grade	92	EA	\$250.00	\$23,000.00	120	\$11,040.00	\$245.00	\$22,540.00
i.	Adjust Manhole Rim to Grade	42	EA	\$1,000.00	\$42,000.00	380	\$15,960.00	\$600.00	\$25,200.00
j.	Thermoplastic Pavement Markings	1	LS	\$20,000.00	\$20,000.00	6700	\$6,700.00	\$6,700.00	\$6,700.00
k.	Adjust D/W Entrance	5	EA	\$2,000.00	\$10,000.00	850	\$4,250.00	\$666.00	\$3,330.00
l.	Replace Signal Loop Set	1	EA	\$5,000.00	\$5,000.00	2250	\$2,250.00	\$2,300.00	\$2,300.00
m.	Demolition	1	LS	\$10,000.00	\$10,000.00	1200	\$1,200.00	\$500.00	\$500.00
n.	Stress Absorbing Membrane Interlayer	1800	LF	\$6.40	\$11,520.00	5.43	\$9,774.00	\$11.40	\$20,520.00
SUB-TOTAL – Streetwork Improvement Project					\$986,020.00		\$648,122.00		\$664,812.00
TOTAL					\$1,018,020.00		\$667,667.00		\$687,777.00

Consent
in

Engineers Estimate				Team Ghilotti			North Bay Const.		
No.	Item	Quantity	Units	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
BASE BID									
1. Construction Control									
a.	Mobilization and Demobilization	1	LS	\$12,000.00	\$12,000.00	\$15,000.00	\$15,000.00	\$21,042.50	\$21,042.50
b.	Traffic Control	1	LS	\$20,000.00	\$20,000.00	\$37,000.00	\$37,000.00	\$53,550.00	\$53,550.00
SUB-TOTAL – Construction Control					\$32,000.00		\$52,000.00		\$74,592.50
2. STREETWORK IMPROVEMENT PROJECT – Furnish and Install the Following Items:									
a.	Dig Out and Patch (0.5')	19,400	SF	\$15.00	\$291,000.00	\$7.75	\$150,350.00	\$7.00	\$135,800.00
b.	Crack Seal	30,000	LF	\$0.50	\$15,000.00	\$0.35	\$10,500.00	\$0.50	\$15,000.00
c.	Slurry Seal	42,200	SY	\$2.00	\$84,400.00	\$2.20	\$92,840.00	\$2.25	\$94,950.00
d.	AC Grinding	94,600	SF	\$1.00	\$94,600.00	\$0.75	\$70,950.00	\$0.50	\$47,300.00
e.	AC Overlay (1.5")	850	TONS	\$150.00	\$127,500.00	\$119.00	\$101,150.00	\$129.25	\$109,862.50
f.	AC Overlay (2.0")	260	TONS	\$150.00	\$39,000.00	\$107.00	\$27,820.00	\$100.00	\$26,000.00
g.	AC Overlay (2.5")	1,420	TONS	\$150.00	\$213,000.00	\$105.00	\$149,100.00	\$123.75	\$175,725.00
h.	Adjust Frame & Cover to Grade	92	EA	\$250.00	\$23,000.00	\$230.00	\$21,160.00	\$290.00	\$26,680.00
i.	Adjust Manhole Rim to Grade	42	EA	\$1,000.00	\$42,000.00	\$500.00	\$21,000.00	\$550.00	\$23,100.00
j.	"Thermoplastic Pavement Markings	1	LS	\$20,000.00	\$20,000.00	\$8,500.00	\$8,500.00	\$8,385.00	\$8,385.00
k.	Adjust D/W Entrance	5	EA	\$2,000.00	\$10,000.00	\$820.00	\$4,100.00	\$1,625.00	\$8,125.00
l.	Replace Signal Loop Set	1	EA	\$5,000.00	\$5,000.00	\$2,250.00	\$2,250.00	\$2,250.00	\$2,250.00
m.	Demolition	1	LS	\$10,000.00	\$10,000.00	\$7,000.00	\$7,000.00	\$5,000.00	\$5,000.00
n.	Stress Absorbing Membrane Interlayer	1800	LF	\$6.40	\$11,520.00	\$6.65	\$11,970.00	\$10.00	\$18,000.00
SUB-TOTAL – Streetwork Improvement Project					\$986,020.00		\$678,690.00		\$696,177.50
TOTAL					\$1,018,020.00		\$730,690.00		\$770,770.00

Consent
16

Engineers Estimate				John Benward Co.			American Asphalt		
No.	Item	Quantity	Units	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
BASE BID									
1. Construction Control									
a.	Mobilization and Demobilization	1	LS	\$12,000.00	\$12,000.00	\$10,323.91	\$10,323.91	\$2,500.00	\$2,500.00
b.	Traffic Control	1	LS	\$20,000.00	\$20,000.00	\$50,666.49	\$50,666.49	\$5,000.00	\$5,000.00
SUB-TOTAL – Construction Control					\$32,000.00		\$60,990.40		\$7,500.00
2. STREETWORK IMPROVEMENT PROJECT – Furnish and Install the Following Items:									
a.	Dig Out and Patch (0.5')	19,400	SF	\$15.00	\$291,000.00	\$8.77	\$170,138.00	\$8.90	\$172,660.00
b.	Crack Seal	30,000	LF	\$0.50	\$15,000.00	\$0.34	\$10,200.00	\$0.75	\$22,500.00
c.	Slurry Seal	42,200	SY	\$2.00	\$84,400.00	\$2.10	\$88,620.00	\$1.91	\$80,602.00
d.	AC Grinding	94,600	SF	\$1.00	\$94,600.00	\$0.33	\$31,218.00	\$0.85	\$80,410.00
e.	AC Overlay (1.5")	850	TONS	\$150.00	\$127,500.00	\$111.41	\$94,698.50	\$170.00	\$144,500.00
f.	AC Overlay (2.0")	260	TONS	\$150.00	\$39,000.00	\$98.02	\$25,485.20	\$160.00	\$41,600.00
g.	AC Overlay (2.5")	1,420	TONS	\$150.00	\$213,000.00	\$92.72	\$131,662.40	\$150.00	\$213,000.00
h.	Adjust Frame & Cover to Grade	92	EA	\$250.00	\$23,000.00	\$511.70	\$47,076.40	\$300.00	\$27,600.00
i.	Adjust Manhole Rim to Grade	42	EA	\$1,000.00	\$42,000.00	\$744.51	\$31,269.42	\$750.00	\$31,500.00
j.	Thermoplastic Pavement Markings	1	LS	\$20,000.00	\$20,000.00	\$7,071.49	\$7,071.49	\$8,383.00	\$8,383.00
k.	Adjust D/W Entrance	5	EA	\$2,000.00	\$10,000.00	\$1,699.76	\$8,498.80	\$1,000.00	\$5,000.00
l.	Replace Signal Loop Set	1	EA	\$5,000.00	\$5,000.00	\$3,194.00	\$3,194.00	\$3,000.00	\$3,000.00
m.	Demolition	1	LS	\$10,000.00	\$10,000.00	\$45,328.05	\$45,328.05	\$44,000.00	\$44,000.00
n.	Stress Absorbing Membrane Interlayer	1800	LF	\$6.40	\$11,520.00	\$9.52	\$17,136.00	\$6.70	\$12,060.00
SUB-TOTAL – Streetwork Improvement Project					\$986,020.00		\$711,596.26		\$886,815.00
TOTAL					\$1,018,020.00		\$772,586.66		\$894,315.00

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Engineers Estimate
W.R. Forde

No.	Item	Quantity	Units	Unit Price	Total Price	Unit Price	Total Price
BASE BID							
1. Construction Control							
a.	Mobilization and Demobilization	1	LS	\$12,000.00	\$12,000.00	\$50,000.00	\$50,000.00
b.	Traffic Control	1	LS	\$20,000.00	\$20,000.00	\$75,000.00	\$75,000.00
SUB-TOTAL – Construction Control					\$32,000.00		\$125,000.00
2. STREETWORK IMPROVEMENT PROJECT – Furnish and Install the Following Items:							
a.	Dig Out and Patch (0.5')	19,400	SF	\$15.00	\$291,000.00	\$7.00	\$135,800.00
b.	Crack Seal	30,000	LF	\$0.50	\$15,000.00	\$0.32	\$9,600.00
c.	Slurry Seal	42,200	SY	\$2.00	\$84,400.00	\$2.20	\$92,840.00
d.	AC Grinding	94,600	SF	\$1.00	\$94,600.00	\$1.50	\$141,900.00
e.	AC Overlay (1.5")	850	TONS	\$150.00	\$127,500.00	\$141.00	\$119,850.00
f.	AC Overlay (2.0")	260	TONS	\$150.00	\$39,000.00	\$141.00	\$36,660.00
g.	AC Overlay (2.5")	1,420	TONS	\$150.00	\$213,000.00	\$141.00	\$200,220.00
h.	Adjust Frame & Cover to Grade	92	EA	\$250.00	\$23,000.00	\$800.00	\$73,600.00
i.	Adjust Manhole Rim to Grade	42	EA	\$1,000.00	\$42,000.00	\$800.00	\$33,600.00
j.	"Thermoplastic Pavement Markings	1	LS	\$20,000.00	\$20,000.00	\$6,700.00	\$6,700.00
k.	Adjust D/W Entrance	5	EA	\$2,000.00	\$10,000.00	\$6,500.00	\$32,500.00
l.	Replace Signal Loop Set	1	EA	\$5,000.00	\$5,000.00	\$2,250.00	\$2,250.00
m.	Demolition	1	LS	\$10,000.00	\$10,000.00	\$9,500.00	\$9,500.00
n.	Stress Absorbing Membrane Interlayer	1800	LF	\$6.40	\$11,520.00	\$8.00	\$14,400.00
SUB-TOTAL – Streetwork Improvement Project					\$986,020.00		\$909,420.00
TOTAL					\$1,018,020.00		\$1,034,420.00

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**CITY OF SAUSALITO
PUBLIC WORKS CONTRACT
CAPITAL IMPROVEMENT PROJECT
STREET REPAIR PROGRAM**

This Contract, made and entered into this ____ day of _____, 2010, by and between the City of Sausalito, Marin County, California (hereinafter "City") and Maggiore and Ghilotti, Inc., (hereinafter "Contractor").

In consideration of the mutual promises contained herein, and based upon the provisions set forth above, the parties agree as follows:

Section 1. Contract Documents

This Contract consists of and includes this four page Agreement, the Notice to Bidders, the Instruction to Bidders, the Special Provisions, the Plans prepared by the City of Sausalito, the City of Sausalito General Provisions, the Technical Provisions (section 20 through 80) of the "Standard Specifications for Public Works Construction, All Cities and County of Marin," the accepted proposal of Contractor, all addenda referred to in Exhibit of this Agreement, the Performance Bond, Payment Bond, all insurance and security required and the non collusion affidavit required by 7106 of the Public Contracts Code. These documents together form the Contract between City and Contractor, and all are incorporated as fully a part of the Contract as if attached to this Agreement or repeated herein. Throughout the remainder of this Agreement, the "Contract Documents" shall refer to each and every document referred to in this section.

Section 2. The Work

Contractor shall perform everything required to be performed and in the manner required to be performed, in the Contract Documents for "**CAPITAL IMPROVEMENT PROJECT – STREET REPAIR PROGRAM**". The duties of Contractor required under the Contract and this Section 2 of the Agreement are referred to throughout the remainder of this Contract as "the Work."

Section 3. Work Schedule.

Contractor shall not commence the Work until after receipt of Notice to Proceed issued by the City Engineer, and Contractor shall thereafter commence the Work within five days of receipt of such Notice. The Work shall be completed within 30 calendar days after the start date noted on the Notice to Proceed.

Section 4. Contract Price.

City shall pay Contractor for the performance of the Work as the total contract price the total amount of \$667,667 (Six hundred sixty seven thousand six hundred sixty seven and no/100 Dollars), which amount is as provided in the Approved Bid. Payment of such amount is subject to any deductions of adjustments provided for in the Contract Documents or as may be provided for by any approved Change Order.

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Section 5. Amendments.

Amendments to the Contract including any Change Order shall be only by written agreement, signed by both parties. No Amendment to this Contract shall be effective until approved by the City Engineer.

Section 6. Independent Contractor - Subcontractors.

It is specifically understood and agreed that in the making and performance of this Contract, Contractor is an independent contractor and is not and shall not be construed to be an employee, agent or servant of City. Contractor shall be entitled to employ as its subcontractors only those individuals or firms described in its Bid Proposal, which subcontractors shall be required by Contractor to be subject to any terms and conditions of this Contract which pertains to them.

Section 7. Contractor's Responsibility.

It is understood and agreed that Contractor and any subcontractor has the professional skills and licenses necessary to perform the Work, and that City relies upon the professional skills of the Contractor and any subcontractor to do and perform the Work in a skillful and professional manner in accordance with the standards of the profession. Contractor thus agrees to so perform the Work, and to require the same of any subcontractor.

Acceptance by City of the Work, or any of it, does not operate as a release of the Contractor from such professional responsibility. It is further understood and agreed that Contractor has reviewed in detail the scope of the work to be performed under this Contract and agrees that in his professional judgment, the Work can and shall be completed for a fee within the amounts set forth in Section 4 of this Contract.

Contractor agrees to do the Work in accordance with the terms of this Contract and to be bound by the conditions of this Agreement, including all Contract Conditions set out in the documents enumerated in section 1, above.

Section 8. Hold Harmless, Indemnification and Insurance Requirements.

A. Indemnification and Hold Harmless.

Contractor shall indemnify, defend and save City, its officers, officials, employees and agents harmless from and against any and all liability, claims, suits, actions, damages and/or causes of action of any kind arising out of any bodily injury, personal injury, property damage or in violation of any federal, state or municipal law or ordinance or other cause in connection with the activities of Contractor, its employees, agents, subcontractors or on account of the performance or character of the Work or otherwise related to its performance of this Contract. Approval of any insurance coverage's does not, in any way, relieve Contractor of liability under this Indemnification and hold harmless clause.

B. Insurance Requirements, General

Contractor shall promptly obtain, at his own expense, all the insurance required by the Special Provisions and shall submit coverage verification review and approval by City.

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The notice to proceed with the Work will not be issued, and Contractor shall not commence work, until such insurance has been approved by City. Contractor shall not allow any Subcontractors to commence work on his subcontract until all similar insurance required of the Subcontractor has been obtained and verified. All required insurance shall remain in full force and effect at all times during the prosecution of the Work and until the final completion and acceptance thereof and in compliance with the further terms of the Contract. Notice to proceed does not relieve Contractor of the duty to obtain such insurance as required by the Contract. Each insurance policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt request, has been given to the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

Section 9. Nondiscrimination.

There shall be no discrimination against any employee who is employed in the Work, or against any applicant for such employment because of race, religion, color, sex or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Section 10. City Personnel Conflict of Interest.

No officers, member, or employee of City and no member of the governing body of City who exercises any functions or responsibilities in the review, approval of the undertaking or carrying out of the Work, shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly interested; nor shall any such officer, member or employee of City have any interest, direct or indirect, in this Contract or the proceeds thereof.

Section 11. Contractor Conflict of Interest.

Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Work. Contractor further covenants that in the performance of this Contract, no persons having any such interest shall be employed.

Section 12. Assignment.

Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or notation) without the prior written consent of City.

Section 13. Ownership of Documents.

Contractor agrees that all designs, drawings, specifications, and other technical data produced in the performance of this Contract including any and all shop drawings shall at the request of City and upon completion or termination of the Contract become the sole property of the City including all rights therein of whatever kind and whether arising from common or civil law or

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equity, and without requirement of additional compensation. Contractor agrees that City shall have access at all reasonable times to inspect and make copies of all notes, designs, drawings, specifications and other technical data pertaining to the Work.

All drawings and engineering documents shall be subject to the approval of and if requested by the City Engineer shall be prepared for the signature of the City Engineer.

Section 14. Enforcement of Contract - Attorney Fees.

In the event it shall be necessary for either party to institute court action to enforce any of the terms of this Contract, the prevailing party in such litigation shall be entitled to recover reasonable attorneys fees.

Section 15. Miscellaneous Provisions.

A. Time is of the essence in the performance of this Contract.

B. This Contract shall extend to, be binding upon and inure to the benefit of any executor, administrator, successor, heir and assign of the parties hereto.

In Witness Whereof, City and Contractor have executed this Contract as of the date first written above.

City of Sausalito:

Contractor:

City Manager

Recommended for approval by:

Corporate authority of:

City Engineer

Approved as to form by:

to enter into this
Contract confirmed by:

City Attorney

Corporate Secretary

WORKMEN'S COMPENSATION INSURANCE CERTIFICATE The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Date: _____

Contractor

By: _____
Signature

Title

Attest: _____
Signature

Title

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PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the City Council of the City of Sausalito, County of Marin, State of California, has awarded to

_____ (hereinafter designated as "Principal")

a contract for **STREET REPAIR PROGRAM**, and,

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract,

NOW, THEREFORE, we, the Principal and

_____ Surety, are held and firmly bound unto the City of Sausalito (hereinafter called "City"), in the penal sum of _____ (\$) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the said contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save according to their true intent and meaning, and shall indemnify and save harmless City, its officers, representatives, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

And the said Surety for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alternation, or additions to the terms of the contract or to the work or to the specifications.

In the event suit is brought upon this bond by City and judgment is recovered, Surety shall pay all costs incurred by City in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, two identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by Principal and Surety above named on the _____ day of _____, 2010.

_____(Seal)

_____(Seal)

_____(Seal)
Principal

_____(Seal)

_____(Seal)

_____(Seal)
Surety

Address

NOTE: Signature of those executing for Surety must be properly acknowledged. C-8

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PAYMENT BOND FOR PUBLIC WORKS

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the City Council of the City of Sausalito, County of Marin, State of California, and

(hereinafter designated as "Principal")

have entered into an agreement for the furnishing of all materials, labor, services, and transportation necessary, convenient, and proper to implement:

STREET REPAIR PROGRAM

which said Agreement dated _____, 2010, and all of the Contract Documents attached to or forming a part of said Agreement, are hereby referred to and made a part thereof; and

WHEREAS, said Principal is required by Chapter 5 (commencing at Section 3225) and Chapter 7 (commencing at Section 3247), Title 15, Part 4, Division 3 of the California Civil Code to furnish a bond in connection with said contract;

NOW, THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City of Sausalito (hereinafter called "City"), in the penal sum of _____ Dollars(\$) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns fail to pay any of the persons named in Section 3181 of the California Civil Code, or amounts due under the Unemployment Insurance code with respect to work or labor performed by any such claimant, the Surety will pay for the same, in an amount not exceeding the sum hereinabove specified, and also, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court.

This bond shall insure to the benefit of any of the persons named in Section 3181 of the California Civil Code, so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration, or modification in, to, or any contract, plans, specification, or agreement pertaining or relating to any scheme or work of improvement hereinabove described or pertaining to or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement hereinabove described nor by any rescission or attempted rescission of the contract, agreement, or bond; nor by any conditions precedent or subsequent in the bond attempting to limit the right or recovery of claimants

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otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances bond has been given, by reason of any breach of contract between the owner or Public Entity and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 or 3112 of the California Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration, or modification herein mentioned.

IN WITNESS WHEREOF, two identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by Principal and Surety above named on the _____ day of _____, 2010 .

_____(Seal)

_____(Seal)

_____(Seal)
Principal

_____(Seal)

_____(Seal)

_____(Seal)
Surety

Address

NOTE: Signature of those executing for Surety must be properly acknowledged. C-10

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WARRANTY BOND

KNOW ALL MEN BY THESE PRESENTS: That WHEREAS, the City Council of the City of Sausalito, County of Marin, State of California, has awarded to

_____ (hereinafter designated as "Principal") a contract for **STREET REPAIR PROGRAM**, and,

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the guarantee of materials used and workmanship performed for a period of one (1) year after the recordation of the "Notice of Completion":

NOW, THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City of Sausalito (hereinafter called "City"), in the penal sum of _____ Dollars(\$) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the said Principal, his or its heirs, executors, administrators, successors or assigns shall for a period of one year from the date of recordation of the "Notice of Completion" repair or replace, at the discretion of the City, any and all defective or deficient materials or workmanship used, supplied, or provided by Principal in performance of said contract, and otherwise well and truly keep and perform all the undertakings, terms, covenants, conditions, and agreements as to any all guarantees and warranties required by said contract and any alteration thereof, made as therein provided, all within the time and in the manner therein designated and in all respects according to their true intent and meaning, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

FURTHER, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Contract Documents or of the Work to be performed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time alteration or modification of the Contract Documents or of work to be performed thereunder.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety herein named on the _____ day of _____, 2010 .

(Seal)

(Seal)

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_____(Seal)
Principal

_____(Seal)

_____(Seal)

_____(Seal)
Surety

Address

NOTE: Signature of those executing for Surety must be properly acknowledged. C-12

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Contract No. _____

Escrow Agreement No. _____

**ESCROW AGREEMENT: SUBSTITUTION OF SECURITIES
PROGRESS PAYMENTS UNDER PUBLIC WORKS CONTRACTS
(Gov. Code Sec. 4590)**

The parties to this Agreement are: The City of Sausalito, County of Marin ("CITY" herein); and:
_____ ("CONTRACTOR" herein), and the
(name of contractor)
_____ ("ESCROW AGENT" herein).
name of bank)

RECITALS

CITY and CONTRACTOR have entered into a contract for the construction of _____ Contract No. _____
This agreement is made pursuant to the authority of Government Code Section 4590; its purpose is to provide for the release to CONTRACTOR of sums which CITY otherwise would be required to withhold from progress payment to CONTRACTOR. This agreement shall be effective as the date of execution by the parties shown on Page 5.

In consideration of their mutual promises the parties hereto agree as follows:

CONTRACTOR agrees:

1. CONTRACTOR shall deliver initially to ESCROW AGENT, in accordance with the provisions of Government Code Section 4590, either or both of the following forms of security in the combined amount of not less than: \$ _____. If less than 5% of the total contract amount, CONTRACTOR shall deposit such additional securities as may be required in amounts sufficient to comply with paragraphs 3 and 4 of Section I below.

(a) securities listed under Government Code Section 16430;

(b) certificates of deposit issued by banks authorized to transact business in California which are members of the Federal Deposit Insurance Corporation, or by savings and loan associations authorized to transact business in California which are members of the Federal Savings and Loan Insurance Corporation. Non-negotiable certificates of deposit shall be payable to the order of _____

(name of escrow agent)

as Trustee under their Escrow Agreement number _____.

2. Any certificates of deposit delivered by CONTRACTOR to ESCROW AGENT, hereunder, shall be accompanied by evidence satisfactory to ESCROW AGENT that the issuing bank or savings and loan company will honor any request for redemption prior to maturity and that payment will be made to ESCROW AGENT without any rights of third

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parties being permitted to intervene.

3. CONTRACTOR shall maintain on deposit at all times prior to termination of escrow created by this agreement securities as specified in Section I Paragraph (b), above; or a combination of such securities and certificates of deposit having a market value of not less than the amount to be paid to CONTRACTOR under the terms of this agreement.

4. Upon demand of ESCROW AGENT, CONTRACTOR shall deposit with ESCROW AGENT additional securities as defined in Section I, Paragraphs 1 (a) and 1 (b), above, necessary to maintain said deposit as specified above.

5. CONTRACTOR shall pay all charges made by ESCROW AGENT for services rendered by it as such ESCROW AGENT, including but not limited to service fees and out-of-pocket expenses.

6. CONTRACTOR shall pay any escrow charges made by CITY for escrow services performed by CITY.

7. CONTRACTOR shall deposit with ESCROW AGENT such properly executed documents as, in the opinion of ESCROW AGENT, are necessary to enable ESCROW AGENT to sell deposited securities or to redeem certificates of deposit.

8. CONTRACTOR shall pay any and all costs incurred by CITY or ESCROW AGENT, including but not limited to reasonable attorney's fees, in any legal proceedings in any way arising out of or related to this escrow, including but not limited to legal proceedings challenging the right of CITY or ESCROW AGENT to possess or dispose of said securities.

9. CONTRACTOR agrees that CITY may direct ESCROW AGENT to sell securities or redeem certificates of deposit deposited with ESCROW AGENT under the terms of this CONTRACTOR'S default or failure to perform pursuant to the terms of the construction contract.

CITY agrees:

1. CITY shall pay to ESCROW AGENT, in accordance with established CITY procedures, funds which otherwise would be withheld from progress payments pursuant to the requirements of law and in accordance with the contract documents upon receipt of notice from ESCROW AGENT that the following are on deposit with ESCROW AGENT:

(a) securities in the form and amount specified in Section I, Paragraph 1, hereof;
(b) documents necessary to enable ESCROW AGENT to sell or redeem the deposited securities.

2. CITY shall be obligated to make such payments only if ESCROW AGENT holds securities deposited under the provisions of Section I, Paragraph 1, having a market value of not less than the total amount otherwise normally withheld from the progress payments to be paid to CONTRACTOR under this agreement.

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ESCROW AGENT agrees:

1. ESCROW AGENT shall hold the securities or certificates of deposit in trust for the benefit of CITY until such time as the escrow created hereunder is terminated.
2. ESCROW AGENT shall obtain from CONTRACTOR such documents as in the opinion of ESCROW AGENT are necessary to enable ESCROW AGENT to sell the securities or to redeem the certificates of deposit deposited hereunder.
3. ESCROW AGENT shall review the market value of securities held in said escrow account monthly at the close of business on the first business day of each month.
4. ESCROW AGENT shall pay to CONTRACTOR moneys paid to ESCROW AGENT by CITY, except that in no event will ESCROW AGENT make any payment to CONTRACTOR if such payment will cause the total amount of payments so made to exceed the value of the securities on deposit with ESCROW AGENT as of the date of such payment.
5. ESCROW AGENT shall promptly, upon receipt of written notice from CITY to do so, sell securities or redeem certificates of deposit and hold proceeds of such sale or redemption for disbursement at the written direction of CITY.
6. ESCROW AGENT shall make no charge to CITY for any services or out-of-pocket expenses incurred in carrying out its duties and obligations under this agreement.
7. ESCROW AGENT shall hold securities as Trustee for CITY as security for payment of money which would otherwise be held by CITY pursuant to the requirements of law, and agrees that the rights of CITY to said securities are superior to any lien (or claim of lien) including but not limited to the right to sell or redeem securities as provided in Section I, Paragraph 8, hereof, which ESCROW AGENT claims or may in the future claim against said deposit.

ALL PARTIES hereto further agree that:

1. CONTRACTOR shall have the right to withdraw or exchange securities from the custody of ESCROW AGENT. Such withdrawal or exchange may be made only if the market value or, in the case of certificates of deposits, face value of securities deposited under the provisions of Section I, Paragraph 1, in the custody of ESCROW AGENT after such withdrawal or exchange equals not less than 100% of total amount paid to CONTRACTOR by ESCROW AGENT under this agreement. ESCROW AGENT shall notify CITY in writing of any such withdrawal or exchange within two business days of such withdrawal or exchange.
2. ~~The total amount of funds to be released to CONTRACTOR pursuant to this escrow agreement, in lieu of being withheld by CITY from progress payments to CONTRACTOR, may be increased during the term of this agreement to 5% of the total contract amount if CONTRACTOR so elects. CONTRACTOR shall deliver to ESCROW AGENT securities as specified in Paragraph 1 having a market value not less than 5% of the total contract amount.~~
3. This escrow shall terminate and ESCROW AGENT shall return to CONTRACTOR all securities held in its custody promptly upon receipt of written notice from CITY that said C-15

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securities may be released.

4. CONTRACTOR is the beneficial owner of said securities held by ESCROW AGENT and CONTRACTOR is entitled to receive any and all interest which may be paid thereon.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the _____ day of _____ 20____.
CITY OF SAUSALITO

By: _____
City Engineer

"CONTRACTOR"

(Name of Firm)

By: _____
Title: _____

ESCROW AGENT

(Name of Firm)
By: _____
Title: _____

APPENDIX A

ARTICLE 1.5

Resolution of Construction Claims

[Added Stats 1994 ch 726 § 22 (AB 3069), effective September 21, 1994. Former Article 1.5, also entitled "Resolution of Construction Claims", consisting of §§ 20104-20104.8, was added Stats 1990 ch 1414 § 2 and repealed, operative January 1, 1994, by the terms of § 20104.8.]
Section

- 20104. Application of article; "Public work"; "Claim"
- 20104.2. Requirements to submit claim; Agency's response; Dispute by claimant over response; Failure of agency to respond; Inapplicability of article to tort claims
- 20104.4 Procedures to resolve claims
- 20104.6 Payment of portion of claim which is undisputed; Payment of interest on arbitration award or judgment

§ 20104. Application of Article; "Public work"; "Claim"

- (a)(1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.
- (2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.
- (b)(1) "Public work" has the same meaning as in Sections 3100 and 3106 of the Civil Code, except that "public work" does not include any work or improvement contracted for by the state or the regents of the University of California.
- (2) "Claim" means a separate demand by the contractor for (A) a time extension, (B), payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitle to, or © an amount the payment of which is disputed by the local agency.
- (c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.
- (d) This article applies only to contracts entered into on or after January 1, 1991.

Added Stats 1994 ch 726 § 22 (AB 3069), effective September 21, 1994.

Former Sections:

Former § 20104, similar to the present section, was added Stats 1990 ch 1414 § 2 and repealed, operative January 1, 1994 by the terms of § 20104.8.

Former § 20104 was added Stats 1990 ch 321 § 2, effective July 16, 1990, and renumbered to be § 20103.5 by Stat 1990 ch 1414 § 1.

§ 20104.2. Requirements to submit claim; Agency's response; Dispute by claimant over response; failure of agency to respond; Inapplicability of article to tort claims

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b)(1) For claims less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c)(1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that the claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code

Added Stats 1994 ch 726 § 22 (AB 3069), effective September 21, 1994.

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Former Sections:

Former § 20104.2, similar to the present section, was added Stats 1990 ch 1414 § 2, amended Stats 1991 ch 1029 § 1, and repealed, operative January 1, 1994, by the terms of § 20104.8.

§ 20104.4. Procedures to resolve claims

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The

(b) mediation process shall provide for the selection within 15 days of both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15 day period, any party may petition the court to appoint the mediator.

(b)(1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

~~Added Stats 1994 ch § 22 (AB 3069), effective September 21, 1994.~~

Former Sections:

~~Former § 20104.4 similar to present selection, was added Stats 1990 ch 1414 § 2, amended Stats 1991 ch 1029 § 2, and repealed, operative January 1, 1994, by the terms of § 20104.8.~~

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§ 20104.8. [Section repealed 1993.]

Added Stats 1990 ch 1414 § 2 (AB 4165). Repealed, operative January 1, 1994, its own terms.

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**CITY OF SAUSALITO
PUBLIC WORKS DEPARTMENT**

CHANGE ORDER

PROJECT: _____ **CHANGE ORDER NO.** _

TO: CONTRACTOR

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

This Change Order constitutes a full accord and satisfaction as to claims for all additional costs and extensions of the Contract Time relating to the portion of the work as described under the term "item".

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

Change Requested By: Contractor/City

ITEM:

The original Contract Sum was	\$ _____
Net Change by previously authorized Changes Orders	\$ _____
The Revised Contract Sum prior to this Change Order.....	\$ _____
The Revised Contract Sum will be (increased, decreased, unchanged) by this Change Order	\$ _____
The new Contract Sum including this Change Order will be	\$ _____
The Contract Time will be (increased, decreased, unchanged) by # days.	_____
The Date of Project Completion as of the date of this Change Order therefore is	_____

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This **SECOND AMENDMENT TO PROFESSIONAL/CONSULTING SERVICES AGREEMENT**, (this "Amendment") is made and entered into this 8th day of June, 2010, by and between the **CITY OF SAUSALITO**, a municipal corporation (hereinafter "City") and **CSG Consultants, INC.** (hereinafter "Consultant").

RECITALS

The following Recitals are a substantive part of this Agreement:

- A. City and Consultant entered into a Professional/Consulting Services Agreement dated as of September 19, 2006 (the "Agreement"). Pursuant to the Agreement, the Consultant provides the City with certain building related plan review and inspection services.
- B. City and Consultant executed amendment No. 1 to Professional/Consulting Services Agreement dated June 10, 2008 for engineering services.
- C. The City wishes to utilize Consultant to provide construction management services outlined in the attached Scope of Work in addition to the services currently being provided.
- D. City and Consultant desire to enter into this Amendment to include the provision of such services.

In consideration of the mutual promises contained herein, the parties hereto agree as follows:

Section 1. Scope of Work

Section 1 of the Agreement is hereby amended to provide that in addition to the services set forth in Exhibit A of the Agreement and Exhibit A of Amendment No. 1 of the Agreement Consultant shall also provide City with Services set forth in the attached Exhibit A.

Section 2. Schedule

Section 3 of the Agreement is amended to specify that the entire Scope of Work shall be completed by June 30, 2011.

Section 3. Compensation.

Section 4 of the Agreement is amended to provide that in consideration of the additional Work to be performed by the Consultant as set forth in Section 1 of this Amendment Consultant shall be compensated in an amount not to exceed \$87,720 for work scope contained in this Amendment No. 2 without additional authorization.

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Section 4. Effect on Agreement.

Except as expressly set forth herein, the terms and conditions of the Agreement shall remain in full force and effect. In the event of any inconsistency between the Agreement and this Amendment, the terms of this Amendment shall control.

Section 5. Entire Agreement; Conflicts.

This Amendment and the Agreement contain the entire agreement between the parties with respect to the subject matter hereof. Except as otherwise specified herein, no prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Amendment and the Agreement shall not be modified or altered except in writing signed by both parties.

In Witness Whereof, City and Consultant have executed this Amendment as of the date first written above.

City of Sausalito

Consultant

By: Adam W. Politzer
Its: City Manager

By: _____
Its: _____

approved as to form:

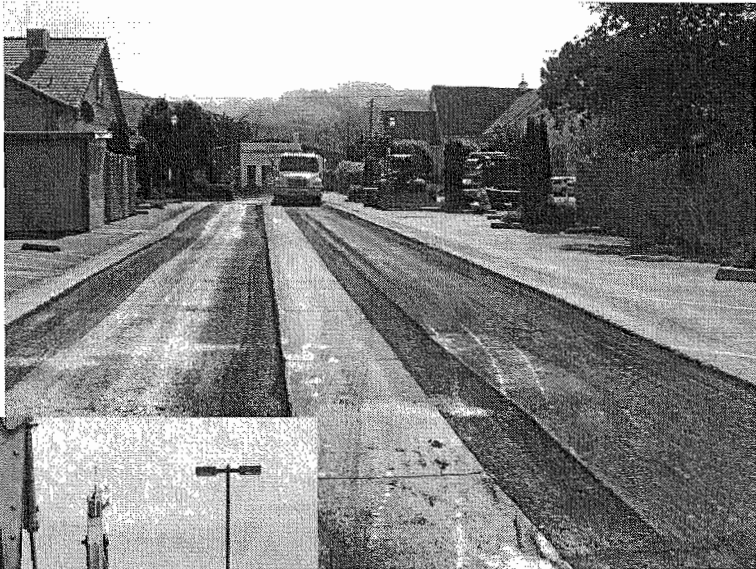
Mary Anne Wagner
City Attorney

RECEIVED

APR 30 2010

CITY OF SAUSALITO
PUBLIC WORKS DEPARTMENT

**CITY OF SAUSALITO
STATEMENT OF QUALIFICATIONS FOR
CONSTRUCTION MANAGEMENT SERVICES**



Prepared by CSG Consultants, Inc.

April 30, 2010



1700 South Amphlett Blvd., 3rd Floor, San Mateo, CA 94402
Phone (650) 522-2500 | Fax (650) 522-2599 | www.csgwebsite.com

Salinas • Pleasanton • Sacramento • San Mateo • Santa Ana

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April 30, 2010

Mr. Todd Teachout, City Engineer
City of Sausalito
Department of Public Works
420 Litho Street
Sausalito, CA 94965

Re: Statement of Qualifications for Construction Management Projects:

- **Johnson Street and Utility Improvements**
- **Sausalito Street Repair Projects**
- **Priority 1 Sewer Replacement Project 1b**
- **On-Call Inspection Services for miscellaneous small public works projects**

Dear Mr. Teachout,

CSG Consultants, Inc. is pleased to present this statement of qualifications to provide construction management services for the various projects identified by the City of Sausalito. In addition to a wealth of construction management knowledge and experience, many of our staff have worked for public agencies prior to joining CSG and bring first-hand knowledge of jurisdictional needs and concerns.

Nourdin Khayata, P.E., our Principal-in-Charge of quality control and quality assurance, brings over 19 years of experience in construction management and has been contract and project manager on many similar projects. He will provide technical support to the team, quality assurance / quality control and overall management to ensure the commitment of the CSG team.

Al Petrie, P.E., will serve as the Resident Engineer for this project. Al has over 32 years of Civil Engineering experience. He will be assigned to this project on a daily basis, from start to finish, and will be the main point of contact. Al has been managing construction management projects for the Town of Tiburon for the last five years. Recently, he worked on two street improvements projects in Tiburon that involved overlays and scrub/slurry seals.

Assisting Al with construction inspections will be **Ramon Bernardo**. Ramon will provide construction inspection services and has over 10 years experience. Both Al and Ramon have worked together on many public works projects involving utilities, sewer and water, pavement repair including AC overlay, as well as slurry and crack seal. Projects that Ramon has worked on include the South San Francisco Wet Weather program, San Pedro Terrace Trail in Pacifica, 2008-2009 Road Rehabilitation in Woodside, and the Pine Lane Sewer Main Replacement in Los Altos.

CSG can provide additional capable construction management staff for any on-call work that the City of Sausalito may need. Lynette Rotairo, P.E., Daniel Gonzales, P.E., Lee Panza, P.E., Sydney Chow, E.I.T., and Naser Moinpour all have experience in construction management as Resident Engineers and Inspectors and can provide on-call services as needed.



In addition to providing quality staff, CSG has developed and implemented a proprietary, online Construction Management Filing System. Our CM teams have used this program successfully on several large construction projects to monitor, coordinate, review and respond to submittals, RFI's, potential changes, change orders, etc. Screenshots of this program are included in the appendix for your review.

We are excited about the possibility of extending our services to Sausalito and we look forward to an opportunity to further discuss and demonstrate our qualifications in an interview. Thank you for the opportunity to submit our qualifications to Sausalito. Should you have any questions please feel free to contact me directly at (650) 522-2524.

Sincerely,

A handwritten signature in black ink, appearing to read 'Nourdin Khayata', is written over a light blue horizontal line.

Nourdin Khayata, P.E.
Vice President, Construction Management

CONTACT INFORMATION

Name of Firm: CSG Consultants, Inc.

Year Established: 1991

Corporate Office: 1700 South Amphlett Blvd., 3rd Floor
San Mateo, CA 94402
(650) 522-2500 – phone
(650) 522-2599 – facsimile
www.CSGwebsite.com - website
info@csgengr.com - e-mail

Business Ownership: CSG is a California Corporation with one President and two Vice Presidents / Partners.

Partners:

Richard Mao	Principal
Cyrus Kianpour	Vice President, Building & Engineering Departments
Frances O’Sullivan	Vice President, Finance and Human Resource Departments

Type of Entity: Corporation

Federal ID#: 91-2053749

Other Businesses: CSG does not own any other business organizations.

Contact Person: Nourdin Khayata, P.E.
(Authorized to negotiate on behalf of CSG) Vice President, Construction Management
nourdin@csgengr.com



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STATEMENT OF QUALIFICATIONS

CSG Consultants, Inc., a DBE firm, was founded in 1991. With a staff of nearly 100, CSG focuses on municipal civil engineering, construction management, public works, building, fire and life safety, planning services, and IT. We work for cities, counties, state agencies including Caltrans and MTC, special districts, and public utilities. Our corporate headquarters are located in San Mateo, with offices in Sacramento, Pleasanton, Salinas, and Santa Ana.

CSG specializes in overseeing the following types of projects:

- Underground Construction
- Pumping & Treatment Facilities
- Streets, Highways, & Bridges
- Buildings & Facilities
- Parks & Recreation Facilities
- Claims Management

CSG can provide assistance with:

- Land Use Policy
- Zoning Regulations
- Masterplan, Design Review
- Review of Historic Preservation Requirements
- CEQA Compliance Issues
- Preparing & Monitoring Federal, State, and Local Grant Applications and Reimbursements

Our team of professionals can provide construction management services for any type of public works project. We can assist in bidding and selection of contractors, manage the construction, and provide inspection services. As experts in our field, CSG manages all types of public works projects:

- | | |
|-----------------------------|-----------------------------------|
| ✓ Water & Sewer Systems | ✓ Traffic Improvements |
| ✓ Storm Drainage Facilities | ✓ Utility Undergrounding |
| ✓ Street Rehabilitation | ✓ Public Buildings |
| ✓ Pavement Resurfacing | ✓ Bridge and Highway Construction |

CSG's construction management services include project oversight, contract administration, review of submittals, coordination and processing of Requests for Information (RFIs), review and assistance in negotiating change orders, maintenance of project schedules, field inspections, and review of monthly progress payments to the contractor. Our resident engineers and inspectors are experienced in all types of public works projects such as: highway and roadway work, water and sewer systems, pump stations, storm drainage, traffic signals and public buildings, including police and fire stations, community and senior centers, libraries, and other municipal buildings. Our staff can provide onsite construction surveillance and inspection of all phases of the construction and supervision of reviewing onsite safety, traffic control, and public safety.

Our staff is familiar with the contract administration efforts required for federally funded projects per the Local Assistance Procedure Manual. Our in-house, web based project administration system is comprehensive and state of the art. It is a system that allows all stakeholders, including owners, to access project information such as budgets, change orders, RFI's, progress schedules, pictures, reports, and other important information related to the projects.

CSG has provided Construction Management & Inspection Services for many agencies including Redwood City, South San Francisco, Los Altos Hills, Burlingame, San Bruno, Colma, Brisbane, Los Gatos, Saratoga, Marina, Moss Landing, and Caltrans. CSG has also provided Construction Management Services for parks in East Palo Alto, Los Altos, Colma, and Hillsborough.

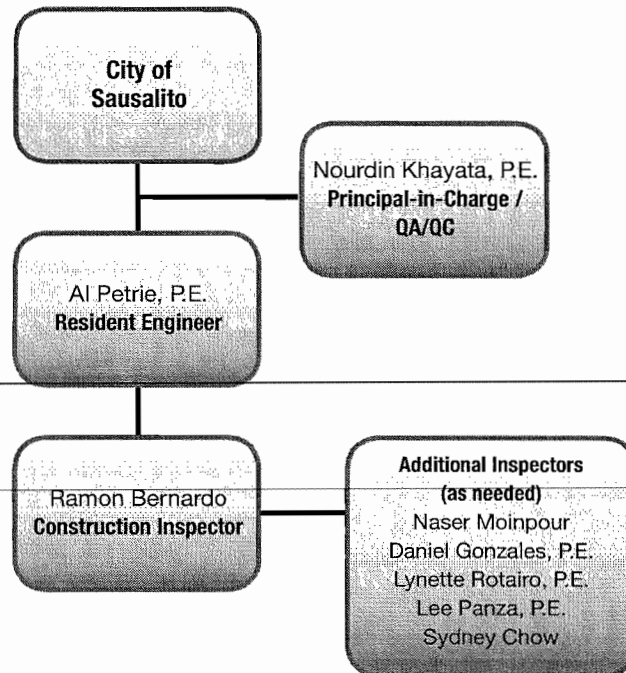
STAFFING

We have assembled a highly qualified team for this contract. Our professionals are fully committed to providing quality engineering services to the City for the duration of the project. Our Principal-in-Charge, Resident Engineer, as well as our inspectors have worked on similar contracts and possess the necessary experience to successfully handle a project of this size and scope. Resumes of proposed staff are included in the Appendix.

Nourdin Khayata, P.E., our **Principal-in-Charge** of quality control and quality assurance, will provide corporate management, technical support, and quality control, ensuring the commitment of the CSG team. He will be available whenever needed and communicates regularly with the City's project manager to ensure they are getting the service they need at all times. Throughout the contract Nourdin will be responsible for all contractual and staff issues with Sausalito. Nourdin will meet with AI on a weekly basis, and schedule regular meetings with Sausalito to keep the agency apprised of progress and performance. Nourdin will assist AI in the preparation of a monthly report summarizing the project status to Sausalito. And most importantly, Nourdin will ensure that Sausalito is receiving the quality service that CSG is known for.

Al Petrie, P.E., our **Resident Engineer** has more than thirty-two years of public sector Civil Engineering experience, with twenty-five of those years having been spent in a supervisory capacity. Mr. Petrie has experience in construction management and inspection.

Ramon Bernardo, our **Construction Inspector** has over a decade of experience. Ramon has worked closely with architects, engineers, and general contractors as part of monitoring each job to completion. Not only is he capable of performing construction inspection, he can complete the duties of an Office Engineer, reviewing submittals, preparing proposals, bids, and price quotations.



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CONSTRUCTION MANAGEMENT PROJECTS

Firm's Approach

CSG's greatest strength is our understanding of the process and issues involved in public agency engineering, construction management and project implementation. Over the years, our staff has been involved in hundreds of projects sponsored or reviewed by the public agencies we represent. We have learned that the following issues and guidelines are important to consider when undertaking any public engineering project:

- Understanding of the project and the City's goals and objectives
- Identification of stakeholders and stakeholder's process
- Compliance with CEQA (and NEPA if required) procedures and mitigation
- Compliance with NPDES requirements and Best Management Practices
- Understanding financial constraints/opportunities and resource allocation
- Public participation and notification
- Coordination with utility companies and permitting agencies
- Close coordination with City staff
- Realistic cost estimates with non-construction costs and contingencies matched to each work phase
- Practical schedules and appropriate milestones with continuous monitoring
- Familiarity with applicable local codes, standards, and plans
- Partnership approach with public, designers, contractors and environmentalists
- Continuous coordination and communication with all stakeholders and policy makers
- Monthly/bi-monthly meetings between CSG project manager and City staff to monitor progress
- Weekly meetings between CSG, contractor and City
- Documentation and project reporting, including use of standardized City software

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VARIOUS STREET IMPROVEMENT PROJECTS

Town of Tiburon

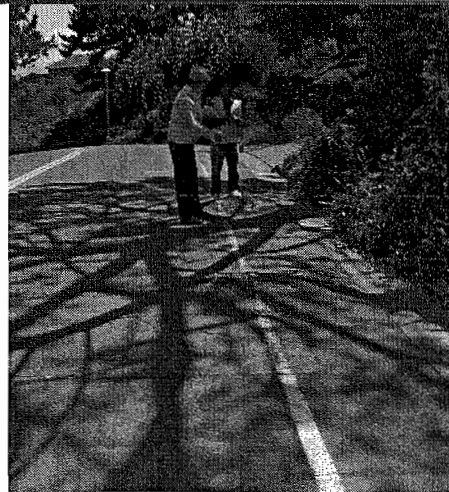
Project Description

CSG has been working with the Town to implement their street rehabilitation and improvement program. Under this multi-year, multi-project effort CSG has provided the following services:

- Initial Assessment
- Determination of recommended surface treatment/repair
- Development Plans and Specifications
- Final Design
- Utility Coordination
- Contract Administration
- Construction Observation
- Material Inspection & Testing

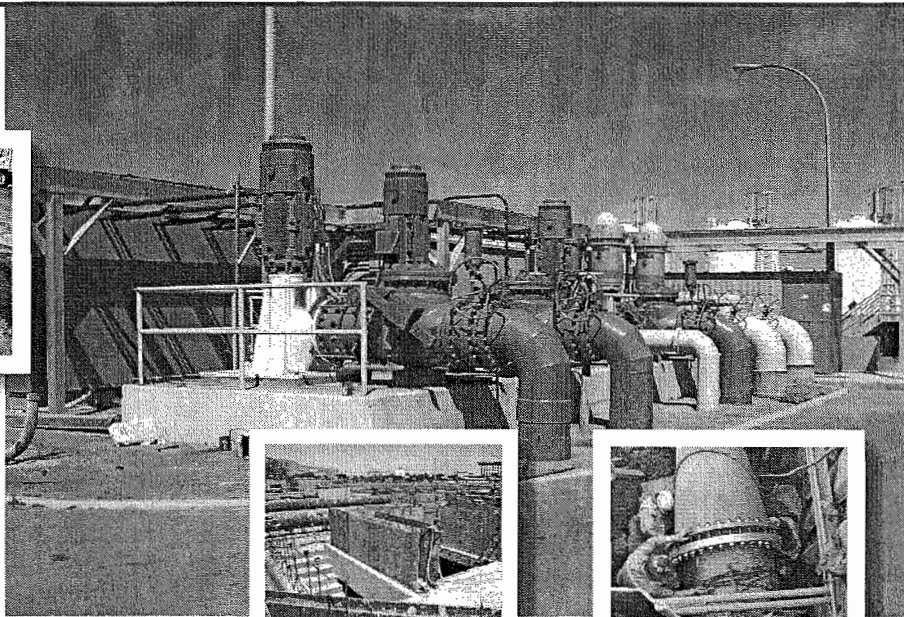
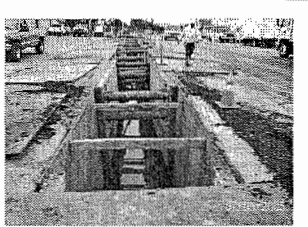
Construction Cost: \$376,257 (2006-07); \$753,477 (2008-09); \$300,000 (2009 ARRA); \$700,000 (estimate for 2010)

Staff Members: Cyrus Kianpour, P.E.; Ed Slintak, P.E.; Al Petrie, P.E.; Kaveh Forouhi, P.E.; Ramon Bernardo



SOUTH SAN FRANCISCO WET WEATHER PROJECT

South San Francisco



Project Description

CSG consultants assisted the City of South San Francisco in management and implementation of their Wet Weather Program (WWP) to minimize and eliminate sewer over-flows. CSG staff inspected sanitary sewer by open cut and CIPP method, lateral installation inspection, safety regulation and traffic control compliance determination, and took photographs. Inspected compaction of trenches, backfilling, pipe alignment and quality of joints, inspected concrete construction, such as ramps, truncated domes, sidewalk, curb & gutter, and driveways. Inspected asphalt construction paving of utility trenches, spreading of bituminous paving materials, and storm pipe replacement. This program had three main elements: capacity increases (pump stations, force mains, trunks and sub-trunks), wet weather peak flow retention (emergency effluent storage) and Infiltration & Inflow correction (I&I).

Staff Members: Curtis Luck, P.E. - Project Manager

Reference: Ray Razavi, South San Francisco City Engineer, 650-829-6664

SCOPE OF SERVICES

Services during Pre-Construction

Our proposed Resident Engineer will help the City with the Pre-bid services. He will attend Pre-bid conferences, work with the City and Designer to answer Bidder's questions, issue addendums with the Responses, evaluate bid packages for compliance with all bidding requirements, and prepare the Award Package. Mr. Petrie can also assist in preparing the Report to City supervisors with the bid results and the lowest responsible bidder information.

Pre-Construction Meeting

Upon award of this contract to the contractor, all appropriate persons will be invited to a preconstruction meeting, including the selected contractor, City representatives, utility companies, and at the City's discretion, any other involved entities. AI will conduct the Pre-construction meeting to discuss project details, including but not limited to: contract milestones, contract submittal requirements, lump sum items using a schedule of values, change order and potential claims procedures, the contractor's construction schedule, technical issues, and safety procedures. AI will prepare the agenda, action items, and meeting minutes. Mr. Khayata will participate throughout this process to ensure quality control and quality assurance criteria are met.

The pre-construction meeting will discuss Labor Compliance issues and certified payroll requirements as well as City requirements. Descriptions of the consequences imposed for late submittals (i.e., withholding progress pay or penalties) will be communicated in clear and concise terms. A tracking system will be used to keep all labor compliance submittals up-to-date and keep the prime contractor apprised of all pending actions.

Services during Construction

AI will serve as the Resident Engineer on this project. AI has served as the RE and Structure Representative on many projects and is familiar with the technical as well as the managerial requirement of this role. AI will act as the project coordinator and point of contact with all associated parties including Contractor, utility companies, department of Fish and Game, Army Corps of Engineers, NMFS, RWQCB, and Caltrans. He is familiar with Caltrans Standards and specifications as well as the Local Assistance Procedure Manual. AI will review and approve the structural submittals, respond to RFI's, and draft change orders when required.

Project Coordination and Correspondence

AI will conduct weekly progress meetings to address the status of the project and project issues. AI will receive all project correspondence. He will prepare and transmit responses and coordinate with applicable parties, designers, utilities, as required. Agendas, minutes, action items, and an issues list will be prepared and distributed.

AI will address public concerns about the construction and project questions will be directed to the construction management team's office. He will be responsible for monitoring and logging calls and identifying and providing appropriate responses within a reasonable time frame (24 hours).

AI will also coordinate and schedule all construction staking as well as material testing services with our sub-consultants. AI will coordinate any items requiring source testing such as precast girders, electrical items, drainage items, and structural items. AI will document all material testing results and follow up on any failing tests to ensure that retesting takes place and all material and construction are in compliance with all standards and specifications.

CSG has developed the Contract Management File System (CMFS) to address the construction contract administration and record requirements. This system is based on Caltrans' Local Assistance Procedures Manual and can be customized to include additional documents, as needed. Our in-house developed Contract Management File System conforms to Caltrans Local Assistance Procedure Manual and will incorporate all of the City's requirements.

Al and Ramon will provide office engineering services. They will utilize the Contract Management File System to perform record keeping and document control for this project. The Contract Management File System will provide the following document control:

- Providing detailed documentation using the City-preferred form of documentation
- Daily inspector's report
- Tracking of any subcontractor's work
- Any safety issues regarding contractor
- Maintaining project files
- Date and time stamping of all documents
- Maintaining Submittal Logs
- Maintaining Submittal Distribution Lists
- RFI logs: submittal, review, and return
- Correspondence logs and tracking
- Tracking status of contract change orders
- Tracking status of RFIs
- Tracking progress pay estimates and overall project budget
- Tracking potential claims
- Tracking weekly statements of working days
- Tracking Buy America and other contract requirements
- Documenting contractor's detours, lane closures and staging plans
- Documenting contractors' labor compliance performance
- Approve "Schedule of Values" submitted by contractor
- Monthly reports documenting construction progress, etc.
- Expenditure report

Schedule Management; Progress Meetings; Reports

The contractor's construction schedule will be used as a tool to track construction progress and keep the project on time and budget. Al will review the initial baseline schedule for meeting the stage construction goals.

All changes or conditions that impact the approved baseline schedule will be tracked closely. Monthly updates will be prepared, incorporating work-arounds and areas identified for completion. There will be aggressive contingency planning to make up any lost time. It will be critical to accurately update the progress schedule to account for early/late completion of critical items and any approved changes in order to meet the project schedule.

Mr. Petrie will submit a Monthly Project Status Report to the City and Nourdin Khayata, as part of our quality control and quality assurance process. This report will provide an update on the project schedule, budget, expenditures on change orders, a cost forecast at completion, work completed in the specified period, work contemplated for the next period, and outstanding project issues, completion percentage, costs, and budgets.

Payment Recommendations

Al Petrie will be responsible for reviewing and recommending contractor-provided schedule of values and requests for payment. Progress payment records will be maintained and measurement and payment will be made in accordance with the contract documents and Caltrans' procedures for progress pay. Inspector records will be used to corroborate contractor requests. Approving and tracking of contract payments will also extend the project and require extra work by contract change order. Any differences with the Contractor's quantities will be discussed and negotiated, and payment will be processed through the City.

Submittal Management

The Contract Management File System manual includes logs for tracking submittals, monitoring the design consultant and clarification process, and Caltrans review activities. Submittal distribution requirements and responsibilities will be defined with the City and the designer in the pre-bid planning meeting and incorporated during the project.

All submittals will be stamped and logged. A distribution list will be identified and submittals will be distributed accordingly.

Requests for Information (RFIs)

AI will receive and process all RFIs from the contractor. He will conduct meetings as necessary to define, clarify, and resolve RFIs.

The Contract Management File System manual, RFI Log, will track all RFIs. In the field, AI may handle some RFI's. Should an issue require input of the Designer, Caltrans, or a utility company; the question will be documented in writing and faxed to the appropriate parties. The RFI will clearly state the problem/issue, recommend a solution or solutions, and identify the required time frame for a response. Upon receiving the response from the reviewing party, AI will prepare a response, in writing, to the Contractor. It is understood that all requests must be answered within 24 hours. This circumstance will be clearly stated on the RFI. The faxed information will be followed up with a phone call from AI, verifying that the third party has received the information. The Project Manager will receive a copy of RFIs as well as the RFI Log.

Change Orders and Claims Management

AI will assess the need for contract change orders, analyze costs and schedule impacts, and negotiate time and costs. He will prepare CCOs based on drawings, specifications, and other design information from the designer; obtain appropriate concurrence; and prepare change order reports. AI will work closely with the City to approve and finalize the change order. If necessary, AI will forward the change order to Caltrans for approval and concurrence. He will forward all change orders to the City's Project Manager for final review and approval. AI will evaluate, coordinate, and negotiate any CRIPs from the contractor and make recommendations to the Project Manager.

Change orders are tracked and administered through the Contract Management File System manual. Total change order authorizations are tracked in the budgeting spreadsheets to monitor overall construction budget authorizations and contingency balance. Potential costs, such as additional compensation claims, are tracked for budgeting purposes until resolution.

Potential claims are administered by:

- Tracking timely notice from the contractor of potential claims.
- Coordinating and monitoring all potential claims.
- Maintaining a separate project file for each potential claim. All information pertaining to each potential claim is filed in Contract Management File System, Category 62.
- Writing thorough and accurate daily diaries with notations regarding delays; equipment and personnel on site, including idle time, production rates, field constructability problems, conversations, field agreements made, and quantity of work performed.
- Documenting the issue with photographs and/or videos.
- Monitoring the contractor's schedule for durations and delays.
- Proactive problem solving, including resolution recommendations, to minimize delays and negative impacts to the project.
- Writing potential claim reports for any unresolved claims.
- Consulting with claims specialists.

The CM team's intent is to resolve issues at the lowest possible level. The City of Sausalito will be kept apprised of all potential claims and the potential cost impact to the project. AI will identify whether the claim has merit and make a recommendation to the City.

Consent
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Construction Observation / Inspection

CSG proposes Ramon Bernardo for construction Inspection, utility relocations, and office engineering. We have additional experienced Field Inspectors available if needed.

All field inspections are documented on field inspector's daily diaries in accordance with the City's procedures. The inspector's responsibilities include:

- Maintain daily inspector's report that records hours worked, operation, location and equipment used, in order to review the contractor's costs of work, similar to force account.
- Establish a record file which supports adequacy of field control, conformance to contract specifications, payments to contractor, and other City required fields that permits inspection by local agency, Caltrans or FHWA.
- Enforce all applicable codes, specifications and contract drawing.
- Tracking subcontractors work and ensuring contractor submits a written request prior to any substitutions.
- Maintain a photographic and video record of conditions, both during and post-construction.
- Monitoring the contractor's work for general conformance with the plans and specifications.
- Documenting the progress of the work with daily diaries and photographs.
- Monitoring contract change order work in the field.
- Measuring and calculating quantities for progress payments.
- Preparing as-built record drawings.
- Coordinating material sampling and testing to ensure compliance with local agency's Quality Assurance Program.
- Reviewing and logging material testing results and addressing non-conforming tests.
- Coordinating surveying.
- Schedule, manage and perform construction staking in accordance with Caltrans Surveys Manual and Caltrans Staking Information Booklet.
- Filing and other job-related paperwork.
- Preparing punch lists and conducting final inspections.
- Providing the City's Project Manager with insight and input for solutions for conflict or problem areas.
- Additional inspectors will be utilized on an as needed basis.

Labor Compliance

AI and Ramon will verify the contractor's compliance with labor laws, including interviewing workers, verifying certified payrolls, and monitoring subcontractor utilization for compliance with DBE commitments. AI will report to the City's labor compliance officer in a manner and frequency that is acceptable to the labor compliance office.

Project Closeout

Our Resident Engineer/Inspector will use his proven track record and extensive familiarity with contractors' operations to deliver the project with no outstanding claims. A project is only truly completed when all construction is complete, including the punch list items; the final payment is approved and accepted; and the project paperwork is completed and archived. Tasks include:

- ~~Final walkthrough involving the contractor, the City, engineering and maintenance staff, the designer and other relevant stake holders~~
- Documenting all required corrective work (punchlist)
- Completion of all items on the final construction punchlist
- Preparation of final payment estimate and resolving all the contractor's exceptions to proposed final estimate
- Compiling all relevant warranties, operation manuals and certifications
- Preparation of final As Built records including all discovered utility locations and changes
- Submitting the final expenditure report to the City recapping all materials, changes, expenditures, and techniques utilized on the project
- Turning over project files to the City / Caltrans for archiving

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REFERENCES

NOURDIN KHAYATA

City of Morgan Hill

Julie Behzad
Senior Engineer
100 Edes Court
Morgan Hill, CA 94066
408-776-7337

City of Burlingame

Syed Murtuza
Director of Public Works
501 Primrose Avenue
Burlingame, CA 94010
650-558-7230

City of Marina

Craig Oliver, Chief Building
Official / Project Manager
209 Cypress Avenue
Marina, CA 93933
831-884-1241

AL PETRIE

Town of Tiburon

Nick Nguyen
Director of Public Works
1505 Tiburon Boulevard
Tiburon, CA 94920
415-435-7388

RAMON BERNARDO

Town of Los Altos Hills

Richard Chiu, Jr., P.E.
City Engineer/Public Works
Director
26379 Fremont Rd.
Los Altos Hills, CA 94022
650-941-7222

City of South San Francisco

Ray Razavi
City Engineer
400 Grand Avenue
South San Francisco, CA 94080
650-829-6664

City of Pinole

Junior Castro
2131 Pear Street
Pinole, CA
510-741-2065

COMPANY REFERENCES

City of Sunnyvale

Caitlin Summer
Public Works Supervisor
456 West Olive Avenue
Sunnyvale, CA 94129
(408) 730-2773

City of Monte Sereno

Brian Loventhal
City Manager
18041 Saratoga-Los Gatos Road
Monte Sereno, CA 95030
(408) 354-7635

Town of Woodside

Eunejune Kim, P.E.,
Deputy Town Engineer
2955 Woodside Road
Woodside, CA 94062
(650) 851-6790

Town of Hillsborough

Martha Debry
Public Works Director
1600 Floribunda Drive
Hillsborough, CA
(650) 375-7488

Marin County

Ernest Klock
Senior Civil Engineer
Room 404 Civic Center Drive
San Rafael, CA 94913-4186
(415) 499-6552

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NOURDIN KHAYATA, P.E.

Project Manager/Resident Engineer

CERTIFICATION

California Professional Civil Engineer License No. C52446 – 1994 (Expiration: 12/31/06)
Trench and Excavation Safety - March 1999
Confined Space Training
Cal OSHA 40-Hour HAZMAT
Storm Water Pollution Prevention Training – January 27, 2001

EDUCATION

Master of Science in Civil Engineering, Tennessee State University, Nashville - 1991
Bachelor of Science in Civil Engineering, University of Texas, Austin - 1987

AFFILIATION

Member, American Society of Civil Engineers (ASCE)
Earthquake Engineering Research Institute

Mr. Khayata has over 20 years of experience in project management, civil engineering, and construction management. This experience includes road, highway and bridge construction, contract administration, project design, and coordinating encroachment permits. Mr. Khayata worked with various clients including Caltrans Dist 4, City of Fremont, City of San Jose, City of Mammoth Lakes, Town of Danville, Livermore Valley Amador Management Agency, CCTA, and VTA. Mr. Khayata is proficient in interpretation of contract documents, writing and negotiating contract change orders, reviewing and approving contract's submittals, and supervision of field inspectors. He is familiar with Caltrans design, traffic, and construction manuals and Local Assistance procedure Manual. A few of Mr. Khayata's projects include:

CALTRANS DISTRICT 4 ON-CALL CONSTRUCTION SUPPORT – SAN FRANCISCO, CA

Mr. Khayata was project manager for on-call contract with District 4 in Sonoma, Marin, San Francisco and San Mateo Counties, overseeing a staff of over 20 inspectors and support personnel.

Reference: Mr. Sam Kim, Contract Manager • Caltrans • (510) 286-5739

STATE ROUTE 101/UNIVERSITY AVENUE INTERCHANGE IMPROVEMENTS, PHASE I UNIVERSITY CIRCLE INVESTORS - EAST PALO ALTO, CA

Construction Value: \$5 Million

Mr. Khayata was the resident engineer on this project to widen a southbound loop off ramp to three lanes and remove the existing southbound hook-on ramp onto State Route 101 from the University Ave. Extension. The intersection of University Avenue and the southbound SR 101 on/off ramp was improved by allowing left turn movements and signaling the intersection. Extensive public relations were required in order to deal with neighboring residents' concerns.

Reference: Mr. Daryl Witbeck • University Circle Investors • Currently with Critical Solutions • (925) 944-5060

ROUTE 101/EAST DUNNE AVENUE INTERCHANGE IMPROVEMENTS – MORGAN HILL, CA

Construction Value: \$10 Million

Mr. Khayata was the resident engineer on this project to improve the flow of traffic and relieve congestion at this interchange. The project entailed constructing a loop on-ramp from eastbound East Dunne Avenue to northbound Route 101 and widening the East Dunne Avenue overcrossing and adjacent city streets. His responsibilities involved contract administration that included writing change orders, reviewing and approving contractor's submittals, processing progress payments, supervising field personnel, and closing out the project.

Reference: Ms. Julie Behzad, P.E. • Senior Engineer • City of Morgan Hill • (408) 776-7337

U.S. 101/ROLLINS ROAD SIGNALS & BROADWAY SIGNAL INTERCONNECT PROJECTS – BURLINGAME, CA

Construction Value: \$1.5 Million

Mr. Khayata was contract manager/resident engineer for two federally funded projects performed under a Caltrans encroachment permit. The projects involved installing a new traffic signal, signal interconnect cables, traffic signal controller equipment, modifying a raised median, and paving & striping. Mr. Khayata and his staff set up contract files as required by Caltrans for federally funded projects, managed RFI's, took pre-job photographs and video, performed construction inspection, reviewed submittals, coordinated with the City, PG&E, and other utilities, verified contractor pay quantities, prepared contractor change orders, performed project scheduling and coordination, prepared monthly and a final report, and managed project closeout.

Reference: Mr. Syed Murtuza, P.E., City Engineer • City of Burlingame • (650) 558-7246

EL CAMINO REAL/SAN BRUNO AVENUE IMPROVEMENTS - SAN BRUNO, CA

Construction Value: \$1 Million

Mr. Khayata was the resident engineer on this project designed to improve the flow of traffic through this busy intersection. Some of the work involved widening of the traveled way and curb returns, installing traffic signal and lighting and storm drainage improvements. The project required extensive public relations, staging and coordination as it was surrounded by a number of businesses. His responsibilities included writing change orders, approving contractor's submittals, supervising field engineers, public relations, and coordination.

Reference: Mr. Gilbert Yau, P.E. • Associate Engineer • Currently with City of Belmont • (650) 877-8865



STAFF PROFILE Nourdin Khayata

City of Sausalito | 54

Consent
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AL PETRIE, P.E.

Project Manager / Principal Engineer



STAFF PROFILE Al Petrie

REGISTRATION

Professional Civil Engineer, State of California 20966

Professional Civil Engineer, State of Ohio 36216

EDUCATION

Bachelor of Science in Civil Engineering, University of Cincinnati, Ohio

Mr. Petrie has more than thirty-two years of public sector Civil Engineering experience, with twenty-five of those years having been spent in a supervisory capacity. Mr. Petrie has experience in construction management and inspection for CSG.

Prior to joining CSG, Mr. Petrie served as the District Manager-Engineer for the Las Gallinas Valley Sanitary District. Mr. Petrie also served as the City Administrator/Public Works Director for the City of Clearlake, City Engineer for the City of Morgan Hill, Assistant Public Works Director/City Engineer for the City of Santa Rosa, and the Public Works Director/City Engineer for the City of Manteca.

EXPERIENCE:

Town of Tiburon, Street Improvements Projects

- Worked on two street improvement projects that involved overlays and scrub/slurry seals. The construction cost for these two projects was \$732,000 and \$286,000.

Las Gallinas Valley Sanitary District, District Manager

- Negotiated a new 5-year NPDES permit that contains provisions and conditions very favorable to the District.
- Directed LGVSD involvement in reclamation activities during the summer months including pasture irrigation, pond evaporation & storage, and treated wastewater recycling to a customer base within the District.

City of Clearlake, City Manager / Director of Public Works

- Successfully worked with then State Senator Mike Thompson to obtain a State grant to expand and revitalize the City's public boat launching facility.
- Obtained State/Federal funding and constructed a sally port for the Clearlake Police Department.
- Negotiated lease and public improvement requirements for Water Recreation Park within the City Business Park.
- Obtained funding and directed construction of a Pitch and Putt Golf Course; and coordinated land acquisition/plan design/funding for a City 18 hole golf course.
- Obtained extensive FEMA funding for repair/replacement of various storm drainage facilities damage in winter flooding.
- Prepared and presented annual Operations and CIP Budget to City Council and City Redevelopment Agency.

Morgan Hill, City Engineer

- Supervised the preparation of brochures demonstrating process documentation and workflow of private development processes by customer and City staff.

Santa Rosa, Assistant Public Works Director/City Engineer

- Developed and managed annual \$35 million Capital Improvement Program containing storm drainage, water, sewer, roads, parks, and building improvements.

Manteca, Public Works Director/City Engineer

- Supervised preparation of storm drainage, water, sewer, and pavement management master plans.

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RAMON BERNARDO

Construction Inspector



STAFF PROFILE Ramon Bernardo

EDUCATION

Bachelor of Science in Civil Engineering, University of Cincinnati, OH

Mr. Bernardo serves as a construction management inspector with CSG Consultants, Inc. with over a decade of experience. Ramon has worked closely with architects, engineers, and general contractors as part of monitoring each job to completion. Not only is he capable of performing construction inspection, he can complete the duties of an Office Engineer, reviewing submittals, preparing proposals, bids, and price quotations.

Prior to joining CSG, Ramon served as a construction superintendent with Fischer Development Company for two years. Serving in the Land Services section, Mr. Bernardo was responsible for the supervision and monitoring of finished lots and pads. He also monitored construction quality and conformance with design plans, field conditions and oversaw the completion of necessary field changes and plan reviews.

Prior to his work with Fischer Development, Ramon also worked for the City of Mason, Ohio as an Engineering Inspector for seven years. He performed inspections for both private development and municipal construction including sanitary sewer, storm sewer, construction of new roads, sidewalk installation, curb and gutter installation, and erosion control.

Mr. Bernardo started his career in construction inspection as an Engineering Technician with ATEC & Associates. He was responsible for construction materials testing and inspection including slump, air content, cylinder fabrication, compressive and flexural strength, unit weight, rebar inspection, field density testing included sandcone, balloon and nuclear methods, and foundation inspection including proof rolling, caissons, footings, and coring of concrete and asphalt.

RELEVANT EXPERIENCE

TERRA BAY- CENTENNIAL TOWER - SOUTH SAN FRANCISCO, CA

Project Description: Construction Inspector - Inspection of Civil Improvements - storm sewer, trenching, grading, pipe alignment and quality of joints. Preparation of written reports of inspection, took photographs. Inspected compaction of trenches and backfilling. Inspected debris basin and other outlet structures. Inspected erosion and dust control measures, off hauling of excavated materials.

LOWE'S AT DUBUQUE BLVD. - SOUTH SAN FRANCISCO, CA

Project Description: Erosion and dust control inspection.

Reference: Sam Bautista, Senior Civil Engineer, City of South San Francisco (650) 829-6668

SOUTH SAN FRANCISCO WET WEATHER PROGRAM: WEST AND CENTRAL AREAS

Project Description: Construction Inspector - Inspection of sanitary sewer by open cut and CIPP method, lateral installation inspection, safety regulation and traffic control compliance determination, took photographs. Inspected compaction of trenches, backfilling, pipe alignment and quality of joints, inspected concrete construction, such as ramps, truncated domes, sidewalk, curb & gutter, and driveways. Inspected asphalt construction paving of utility trenches, spreading of bituminous paving materials, and storm pipe replacement.

Reference: Dennis Chuck, Senior Civil Engineer

SAN PEDRO TERRACE TRAIL PROJECT - CITY OF PACIFICA

Position: Construction Inspector

Job Description: Inspection of digouts, road widening, AC Overlay and pavement striping.

Reference: Van Ocampo, City Engineer, 650-738-3760

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2008 AND 2009 ROAD REHABILITATION PROJECT - TOWN OF WOODSIDE**Position:** Construction Inspector**Job Description:** Inspector asphalt construction, such as, digouts, grinding, overlay, equestrian trail, and swale paving. Helped to track, measure and pay project quantities. Assisted RE to administer and track project punch list to verify completion. Provided detailed tracking quantities and descriptions of occurrences within the project for RE to use during final payment. Inspected site safety, traffic control, and housekeeping including dust and noise control.**Reference:** Eunejune Kim, Deputy Town Engineer, Town of Woodside, 650-851-6790**PINE LANE SEWER DIVERSION PROJECT - TOWN OF LOS ALTOS HILLS****Position:** Construction Inspector**Job Description:** Inspected sanitary sewer construction including the horizontal drilling procedure, inspected the site safety, traffic control compliance, and monitored storm water pollution prevention plan. Performed close coordination with county inspector and town's material testing. Took photographs, submitted daily reports and kept daily diaries.**Reference:** Richard Chiu, Public Work Director, Town of Los Altos Hills, (650) 947-2516**CITY OF PINOLE**

- Projects:**
- 1.) Kaiser Permanente
 - 2.) Santa Barbara Drive Sanitary Sewer Project
 - 3.) Pinole Valley Road Improvement
 - 4.) EBMUD Paving
 - 5.) Pinole Valley Road and I-80 Drainage Improvement
 - 6.) 2009 Annual Slurry Seal Program

Position: Construction Inspector**Job Description:** General inspection of sanitary sewer, storm sewer, compaction of trenches, backfilling pipe alignment, and quality of joints, concrete construction, curb and gutter, sidewalk, ramps, asphalt construction paving, slurry seal and inspected site safety and traffic control.**Reference:** Dean E. Allison, Director of Public Works, City Engineer, City of Pinole, (510) 724-9010**2009 STREET IMPROVEMENT PROJECT - TOWN OF TIBURON****Position:** Construction Inspector**Job Description:** Inspection of Storm Sewer construction, retaining structure, digouts, curb and gutter, valley gutter. AC Overlay, Scrub Seal, Slurry Seal, and pavement striping and markers.**Reference:** Nicholas Nguyen, Director of Public Works/ Town Engineer, (415) 435-7388**SEWER MAIN REPLACEMENT - CITY OF LOS ALTOS****Position:** Construction Inspector**Job Description:** Inspection of sewer replacement by CIPP method.**Reference:** Ken Rachko, CSG Project Manager/ Engineer**2009 STREET IMPROVEMENT PROJECT/ COLMA AND SERRAMONTE BOULEVARDS - TOWN OF COLMA****Position:** Construction Inspector**Job Description:** Inspection of AC Overlay and Slurry Seal Procedures.**Reference:** Brad Donohue, CSG Project Manager, 650-757-8895**CARNOUSTIE SUBDIVISION - CITY OF HALF MOON BAY****Position:** Construction Inspector**Job Description:** Inspection of Storm and Sanitary Sewers, and AC Overlay**Reference:** Mo Sharma, CSG Project Manager/ City Engineer, (650) 726-8265Consent
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Proposed Staffing Plan

City Of Sausalito - Sausalito Street Repair Project

Cost Proposal for Construction Management Services

April 30, 2010

Task	Staff	Role	2010/2011												Total Hours	Hourly Rate	Estimated Cost	
			May	June	July	Aug	Sept	Oct	Nov	Dec	Jan							
1 - Preconstruction Services	Nourdin Khayata P.E.	PIC																
	AI Petrie, P.E	Resident Engineer	16													16	\$160.00	\$2,560.00
	Ramon Bernardo	Inspector	8													8	\$115.00	\$920.00
2 - Construction Services including Utility Relocation	Nourdin Khayata P.E.	PIC																
	AI Petrie, P.E	Resident Engineer		40	40	40	40	40	40	40	40					240	\$160.00	\$38,400.00
	Ramon Bernardo	Inspector		40	40	40	40	40	40	40	40					240	\$115.00	\$27,600.00
Material Testing																	\$10,000.00	
3 - Post Construction Services	Nourdin Khayata P.E.	PIC																
	AI Petrie, P.E	Resident Engineer										20	20			40	\$160.00	\$6,400.00
	Ramon Bernardo	Inspector										8	8			16	\$115.00	\$1,840.00
																		\$87,720.00

Based on a 6 month project construction starting in June and ending Nov 2010 with close out spanning two months
 Please note that RFP referenced 45 WD and June to November duration. The 45WD and 6 month duration are in conflict. Cost based on 6 months but can be adjusted as necessary.

Proposal based on 40 hour week. OT and Accelerated schedule will be negotiated

Rates include Vehicle, Cell phone and safety equipment

Rates are good through December 2010

Handwritten signature

2010 STANDARD ENGINEERING FEES

PROFESSIONAL ENGINEERING SERVICES - HOURLY RATES	
Senior Principal Engineer	\$220
Principal Engineer	\$185
Senior Engineer	\$175
Senior Structural Engineer	\$175
Associate Engineer	\$140
Plan Check Engineer	\$135
Assistant Engineer	\$125
Design Supervisor	\$125
Engineering Technician	\$105
Resident Engineer	\$175
Assistant Resident Engineer / Office Engineer	\$140
Senior Construction Inspector	\$130
Construction Inspector	\$120
Technical Writer / Graphic Designer	\$105
Administrative Support	\$90
Land Surveyors - 2 person crew	\$285
Expert witness	\$305
Senior Planner	\$130
Associate Planner	\$115
Sustainable Programs Manager	\$135
Senior Environmental Program Manager	\$125
Environmental Program Specialist	\$115
Recycling Specialist	\$105

CSG's Construction Management Services are available for overtime at time and one half compensation; holidays and Sundays at double time compensation; differential pay for night work to be negotiated.

CSG invoices monthly for services provided the previous month.
Clients will receive a detailed account of work performed.

Additional Costs

Reproduction & Distribution: Cost + 15%
Subconsultants: Cost + 15%

CSG CONSULTANTS, INC.

Effective January 1, 2010 - December 31, 2010

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CITY OF SAUSALITO
PROFESSIONAL/CONSULTING SERVICES AGREEMENT

This **PROFESSIONAL/CONSULTING SERVICES AGREEMENT**, (this "Agreement") is made and entered into this _____ day of _____, 20____, by and between the **CITY OF SAUSALITO**, a municipal corporation (hereinafter "City") and Riedinger Consulting, Inc. (hereinafter "Consultant").

In consideration of the mutual promises contained herein, the parties hereto agree as follows:

Section 1. Scope of Work

Consultant shall provide City with the services described in Exhibit A which is attached hereto and incorporated herein by this reference as though set forth in full.

The duties and services required of Consultant under this Agreement and pursuant to this Section 1 are referred to throughout the remainder of this Agreement as "the Work."

Section 2. Responsible Individual.

The individual directly responsible for the performance of the duties of Consultant is Constance Riedinger. Consultant represents and warrants that the execution of this Agreement has been approved by Consultant and that person executing this Agreement on behalf of Consultant has the full authority to do so.

Section 3. Work Schedule.

Consultant shall be available to work as many hours as required to complete the Work immediately upon receipt of the signed Agreement from the City and shall complete each task in a timely manner as specified. Consultant shall not be held responsible for delays caused beyond its reasonable control.

Section 4. Compensation.

In consideration of the performance of the Work described in Section 1 pursuant to the schedule set forth in Section 3, Consultant shall be compensated at the rate set forth in Exhibit B which is attached hereto and incorporated herein as though set forth in full. Consultant shall not charge City for any administrative expenses or overhead, including without limitation, facsimile, mileage and other/or any other expenses incurred by Consultant in connection with Consultant's provision of the Work. Consultant acknowledges and agrees that the compensation to be paid to Consultant under this

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Section 4 represents the full amount due and owing to Consultant in connection with performance of the Work.

Section 5. Amendments.

In the event City desires to retain Consultant for the performance of additional services, or wishes to delete any services in connection with this Agreement, specifications of such changes and adjustments to compensation due Consultant therefore shall be made only by written and signed amendment to this Agreement.

Section 6. Independent Contractor - Subcontractors.

It is specifically understood and agreed that in the making and performance of this Agreement, Consultant is an independent contractor and is not and shall not be construed to be an employee, common law employee, agent or servant of City. The consultant shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, withholding and Social Security. Consultant acknowledges and agrees that he/she is not entitled to the benefits of civil service status and/or the rights and privileges enjoyed by civil service employees and Consultant hereby waives any and all claims to such rights and/or privileges.

Section 7. Consultant's Responsibility.

It is understood and agreed that Consultant has the professional skills necessary to perform the Work, and that City relies upon the professional skills of the Consultant to do and perform the Work in a skillful and professional manner in accordance with the standards of the profession. Consultant thus agrees to so perform the Work.

Acceptance by City of the Work, or any of it, does not operate as a release of the Consultant from such professional responsibility. It is further understood and agreed that Consultant has reviewed in detail the scope of the work to be performed under this Agreement and agrees that in his professional judgment, the Work can and shall be completed for a fee within the amounts set forth in Section 3 of this Agreement.

Section 8. Hold Harmless and Indemnification.

Consultant shall indemnify, defend and save City, its officers, elected and appointed officials, employees, contractors and agents harmless from and against any and all liability, claims, suits, actions, damages and/or causes of action of any kind arising out of any bodily injury, personal injury, property damage or in violation of any federal, state or municipal law or ordinance or other cause in connection with the activities of Consultant, or on account of the performance or character of the Work or otherwise related to its performance of this Agreement to the extent that any such liability, claims,

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suits, actions, damages and/or causes of action arises out of the intentional, negligent or willful misconduct of the Consultant.

Section 9. Insurance.

Consultant shall take out and maintain during the life of the Contract: (a) Comprehensive General Liability and Automobile Liability insurance in an amount not less than \$_____ combined single limit applying to bodily injury, personal injury and property damage; (b) professional liability insurance in the amount of \$_____ per claim and \$_____ aggregate. **[INSURANCE PROVISIONS TO BE MODIFIED BASED UPON WORK BEING PERFORMED]**

The liability policy(ies) are to contain, or be endorsed to contain, the following provisions:

The City, its officers, elected and appointed officials, employees, contractors and agents must be named as a Named Insured under the coverage afforded with respect to the work being performed under the Agreement.

Section 10. Nondiscrimination.

There shall be no discrimination against any employee who is employed in the Work, or against any applicant for such employment because of race, religion, color, sex or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Section 11. City Personnel Conflict of Interest.

No officers, member, or employee of City and no member of the governing body of City who exercises any functions or responsibilities in the review, approval of the undertaking or carrying out of the project, shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which she is, directly or indirectly interested; nor shall any such officer, member or employee of City have any interest, direct or indirect, in this Agreement or the proceeds thereof.

Section 12. Consultant Conflict of Interest.

Consultant covenants that she presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of his services hereunder. Consultant further covenants that in the performance of this Agreement, no persons having any such interest shall be employed.

Section 13. Assignment.

Consultant shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of City.

Section 14. Ownership of Documents.

Consultant agrees that all documents produced in the performance of this Agreement shall be the sole property of the City including all rights therein of whatever kind and whether arising from common or civil law or equity. The Work shall be used solely for the project for which it was originally intended.

Section 15. Termination.

City may terminate this Agreement at any time without reason stated or required by giving written notice of the same and specifying the effective date thereof, at least seven calendar days before the effective date of such termination. If the Agreement is terminated by City as provided herein, Consultant shall be paid for all effort and material expended on behalf of the Work under the terms of this Agreement, less any charges against Consultant as otherwise provided herein, up to the effective date of termination, except that upon notification of such termination, Consultant shall immediately cease to undertake any duties under the Agreement not yet underway, and shall limit its further activities up to the effective date of termination to those duties necessary to wind up work then underway.

In Witness Whereof, City and Consultant have executed this Agreement as of the date first written above.

City of Sausalito

Consultant

By: _____
Its: _____

By: _____
Its: _____

approved as to form:

Mary Anne Wagner
City Attorney

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May 3, 2010

Mr. Todd Teachout, City Engineer
Department of Public Works
420 Litho Street
Sausalito, CA 94965

RE: Riedinger Consulting Proposal
Construction Management Services

Dear Mr. Teachout,

Thank you for the opportunity to submit our proposal to provide Construction Management (CM) services on the following three City Projects:

1. Johnson Street and Utility Improvements
2. Sausalito Street Repair Project
3. Priority 1 Sewer Replacement Project 1b

Proposed Team

Our Project Management and Construction Consulting firm, based in Sausalito since 2000, proposes the following team to assist the City of Sausalito:

Constance Riedinger: Principal
Deborah DiGiovanni: Project Manager
Greg Paulson: Project Engineer

The enclosed Statement of Qualifications includes the resumes for each of the above, reference pages 28 to 33. We are well suited to assist the City with any or all of these

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Mr. Todd Teachout, City Engineer
Sausalito Dept. of Public Works
May 3, 2010
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projects because of our experience, qualifications, and close proximity to all of the projects.

Both Constance Riedinger and Deborah DiGiovanni have extensive prior construction management experience, some of which is on sewer installation projects, while working for East Bay Municipal Utility District. They are both registered Professional Civil Engineers in the State of California. Deborah has prior inspection experience performing inspections of underground utilities and site construction on the Mill Valley Community Center.

Our team has familiarity with CalTrans Standard Specifications through our work with the County of Marin (page 18 of our SOQ), our work on the SF-Oakland Bay Bridge Seismic Retrofit Project (page 17 of our SOQ) and other roadway projects. Additionally, Greg Paulson worked as a summer intern on the Caltrans, Benicia Bridge project.

In the event that the City requires a senior construction inspector, we have an affiliation with Donley Construction Consultants. John Donley, principal, is a certified inspector, as noted in his enclosed resume.

Estimate of Time and Cost

Enclosed is an estimate of the time and cost to perform the anticipated duties outlined in the RFP for each of the three projects. Each spreadsheet identifies the estimated number of hours per week, and the fee per week, based on those hours. We have enclosed our Fee Schedule for Project Management Services for 2010/2011, which shows the hourly billing rate by position. The fee per week is extended over the duration of the project (per the RFP) to arrive at the Estimated CM Cost. We have enclosed a summary level schedule for the three projects identified in the RFP, which was created in Microsoft Project.

As we have not worked with the City of Sausalito before and do not know the level of service you will actually require, we have calculated the expected range for CM costs on the three projects, based on a percentage of estimated project cost. We anticipate that the

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projects with underground work will require a higher level of effort than the paving project due to the nature of underground work. We anticipate that the paving project will require regular monitoring to assure that the proper traffic controls are in place to insure public safety. For all of the tasks we perform, we will bill only the hours expended. We utilize a billing system in our office, in which each person enters their time on each project, by task, which is then used to generate an invoice. We invoice on a monthly basis and can easily breakdown our invoices for each project.

In the proposed work plan, there is an "x" next to the tasks which each person is expected to perform or review. As the Project Manager, Deborah DiGiovanni will be responsible for making sure that the project is built according to the plans and specifications and within the budgeted time and cost. She will be assisted by the Project Engineer, Greg Paulson, who will perform the day to day administrative and quantitative tasks as well as field verification of the Contractor's crew, equipment, material installation, safety, traffic control, and schedule progress. As the Principal in charge, I will be responsible for making sure my team is performing to and exceeding your expectations.

Turnkey Project Management Records System

In response to your need for a project management records system, we suggest two possible solutions:

- 1) **Sharefile.com** – This is a web-based portal for uploading and downloading files, which could be accessed by project participants. We have been using this service for sharing large files with our clients, in lieu of sending them as email attachments. It is easy to use and inexpensive. It could be an immediate interim solution until selecting and setting up a more specialized project management records system.

We will be send you an email which will allow you to access our existing Sharefile account, so that you can see a mockup of the project folders and subfolders each

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project could have. The Sausalito Street Repair project has the most complete list of folders you would likely need for each project. Greg uploaded a few of the plans from your website, so that you can see how this can be used. The attached memo summarizes the cost and features for the various account types offered by Sharefile.

- 2) **EADOC.com** – This is a web-based construction management application used by many public agencies in the Bay Area, including, East Bay Municipal Utility District, City of Emeryville, and Contra Costa County.

The attached memo summarizes the features of EADOC and a comparison of its features and costs to some of its competitors. Greg summarized the comparisons of features and costs in the attached memo, using information from EADOC's website. Although it is inexpensive relative to its competitors, it is a more expensive and comprehensive solution than a document sharing system such as Sharefile.

We could assist you with setting up either of these for your in-house use. I have not included hours for the setup in our proposal. However, these hours would be billed at the same hourly rates. Greg would be the primary person assisting you with the setup, with guidance from me.

Closing

Since our inception in 1997, we have provided our clients with high quality, personal service at competitive rates. We would be pleased to add the City of Sausalito to our list of distinguished clients. Since we met nearly a year ago, we have obtained our status as a Woman-Owned DBE through the California Unified Certification Program. Our firm ID # is: 38054.

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May 3, 2010
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If you have any questions or would like to discuss the attached Statement of Qualifications, please call. We look forward to working with you.

Sincerely,



Constance Riedinger, P.E.
President

Enclosures

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INTRODUCTION TO SERVICES

Riedinger Consulting specializes in assisting clients with management issues in the architectural/engineering design and construction industry. The firm's consultants have managed projects for owner organizations, construction management firms, and general contractors and understand the role of each player in the design and construction process. This prior hands-on experience, combined with experience in construction claims consulting, provides a broad perspective to clients and a proven record of solving problems.

Riedinger Consulting has assisted public and private owners, contractors, subcontractors, and design consultants with contract dispute resolution and project management. We have been involved with many types of projects including:

Airports & Ports	Power Plants	Universities & Schools	Office Buildings
Mass Transit	Co-Generation Plants	Courthouses & Jails	Retail Buildings
Highways	Chemical Plants	Postal Facilities	Hotels
Bridges	Oil Refineries	Community Centers	Residential Buildings
Wastewater Treatment Plants	Pipelines	Medical Facilities	Water Parks
Water Systems	Environmental Remediation	Laboratories	Seismic Retrofits

Contract Dispute Resolution

The firm's primary service is to help owners and contractors resolve contract disputes. We work directly with clients or through counsel to assist with the following:

- Analyze and negotiate contract disputes.
- Settle pending change orders.
- Prepare construction claims.
- Perform schedule delay, damages and entitlement analyses.
- Create multimedia presentations summarizing the key issues of a claim.
- Provide litigation support and expert testimony.

Proactive Management

In addition, we encourage clients to take proactive measures during the planning, design and construction phases of projects to prevent disputes. Our exposure to multiple contract disputes has reinforced our philosophy that most claims and disputes are avoidable. We provide proactive management assistance to the client team during the project in many areas including:

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Planning and Design

- Manage and control the design process.
- Review design plans for completeness and constructability.
- Review specification language for scheduling, changes to the contract, and dispute resolution.
- Assist with developing the structure and management of the project team.
- Assess project risks and the business cost of project delays and select effective project reporting methods.
- Identify project phases and key milestones. Develop project schedules for all phases including design, construction, commissioning, furnishings, special installations, and owner move-in.

Construction

- Review project organization, project controls, and project documentation to determine their effectiveness.
- Assist with developing the baseline schedule and with updating and maintaining the schedule properly so that it is an effective management tool.
- Track and analyze schedule impacts and resolve delays in real time.
- Track and segregate cost overruns associated with changes and impacts.
- Perform a project "checkup" to determine if the project status reports and forecasts tell the whole story.
- Assist with deciding whether to accelerate the project or allow project completion to slip, if schedule delays occur.

In addition to possessing the technical skills and construction experience necessary to assist clients with the construction process, Riedinger Consulting has the communication skills and client sensitivity necessary for dealing with the multiple parties involved in the challenging construction environment. Our goal is to work as an integral part of the client/consultant/attorney team, as effectively and efficiently as possible. We encourage the use of detailed work-plans and budgets to keep our clients informed about the scope and progress of our work. We welcome communication amongst the team to provide the best service and results to our clients. We look forward to working as part of your team.

We invite you to review the following sections, which describe in more detail the contract dispute resolution and proactive management services we provide. Also included are summaries of past projects and consultant résumés. The following page provides a list of our representative clients.

Proactive Management - Construction

During the construction phase of a project, the project team typically focuses on day to day problem solving and tasks that are necessary to keep the project moving. It is often helpful to have a third party assist with items requiring a broader perspective or with a specific set of issues that require dedicated attention. Riedinger Consulting assists owners or contractors as needed with tasks such as these at the beginning of a project or during the project to identify problem areas and recommend solutions.

Project Organization

We review the project organization to determine if the structure:

- Allows information to flow smoothly.
- Ensures that tasks and responsibilities are defined.
- Allows problem solving at the lowest level possible to minimize bottlenecks.
- Moves critical information to appropriate management levels in a timely manner.
- Is adequately staffed.

We review project documentation to see that the project team is documenting all changes, questions, and decisions in writing so that there is an as-built record of the project. This is particularly important for changes made in the field, or issues resolved at meetings, which may not otherwise show up in any project document. Additionally, we review daily reports, schedule updates, and other reporting mechanisms for content to verify that they communicate the necessary information.

Project Controls

We evaluate the project controls system and the process for updating the budget and the schedule to determine if they are effective for monitoring changes and for forecasting the final cost and completion date. Because projects often have multiple changes with a lengthy approval process, the status report may not reflect the current total cost and schedule of the project, making it virtually impossible to evaluate the impact of a change and make informed decisions.

To improve the accuracy of status reports and cost forecasts, we assist the project team with:

- Identifying issues with cost/schedule impacts.
- Providing an estimate in the budget forecast for each proposed change.
- Tracking and segregating contractor costs for potential changes, to provide evidence of actual costs should the change be approved at a later date.
- Evaluating the cost of delay, such as extended overhead costs, so that these costs can be factored into the budget forecast for changes that require time extensions.

To manage the impact of delays and proposed changes more effectively, we assist the project team by:

- Evaluating the impact of pending and potential changes to the critical path of the current project schedule.
- Reviewing or preparing time extension requests during construction as delays occur.
- Determining the cost of mitigating project delays.
- Informing the Owner of the cost of accelerating the schedule versus extending the completion date and requesting direction to proceed.

Improving project controls also serves to facilitate the resolution of claims and disputes that may develop when proactive measures break down. These controls serve as a foundation for the analysis used in most dispute resolutions. As issues develop on a project, we help compile all relevant contract information, documents and correspondence. In addition, we assure that schedule delay and contract change notification requirements per the contract are met.

DISPUTE RESOLUTION

Riedinger Consulting provides dispute resolution services for public and private owners, contractors, designers, and construction managers. Our team of experienced professionals is committed to helping clients minimize their costs and resolve their disputes in a timely manner. Whether involved at the beginning of an issue or retained after one has already arisen, we will work with you to fulfill this commitment.

At the end of a project, there may be unresolved changes and unsettled claims. Riedinger Consulting helps both owners and contractors explore their settlement options to avoid a lengthy and expensive claims process. We perform a preliminary assessment of the issues surrounding the unsettled claim, identify the strengths and weaknesses of the claim, and recommend the best course of action for a cost-effective resolution. If the preliminary assessment determines that further analyses and information are necessary to resolve the claim, we provide a work plan for these steps.

Riedinger Consulting performs schedule analyses, cost analyses, and entitlement reviews to unravel the facts, determine fault, and assess delays and damages. Having worked in all of these areas of construction projects and claims, we are familiar with contract documents, contractors' records, cost accounting systems and scheduling programs. Whether the scope of work requires preparation of a claim, claim rebuttal, or preparation for a negotiation or mediation, Riedinger Consulting's analysis may include any or all of the following components:

Entitlement

- Review the contract, including plans and specifications, to determine whether there is entitlement for the issues claimed.
- Analyze the issues and events which impacted the project and determine who was responsible for those events.
- Integrate the findings of the schedule analysis with the costs claimed to establish a cause and effect link between the events, the changes, and the costs.
- Assess and allocate the cost of delays or the cost of acceleration to the responsible parties in order to determine how much time and money each party is entitled to recover.

Schedule

- Review the original as-planned baseline schedule for reasonableness.
- Review the as-built schedule to determine where delays and disruptions occurred.
- Analyze delays and disruptions to the critical path of the schedule caused by events and changes throughout the project or program.
- Identify concurrent delays.
- Allocate responsibility for delays and disruptions to the responsible parties.

Cost

- Analyze job cost reports to determine which line items incurred cost overruns and to correlate those overruns to the events and delays which occurred on the project.
- Calculate damages including time related and additional direct and indirect costs.
- Review change orders and other additional cost requests for reasonableness and accuracy.
- Review subcontractor claims for reasonableness, accuracy, and consistency with the general contractor's claim.

The most difficult part of many construction disputes is discerning between what is fact and what is fiction. To support our analyses, we review project documents, Freedom of Information Act documents, and documents obtained through discovery. Additionally, we interview project team members, subcontractors, representatives of design teams, and owner organizations to obtain information about the project events. We create document databases for easy retrieval of information during the claim preparation or review.

We summarize the findings of our analyses in a written report or a graphic presentation customized to the needs of our client including:

- Reports that include summary level discussions supported by detailed analyses and supporting documentation.
- Summary level reports to management.
- Computer-aided presentations of key issues, schedule delays and cost overruns, which we have found to be effective in a negotiation meeting or mediation.

In the unfortunate event that a claim cannot be resolved through negotiation or mediation, we will assist the attorney/client team during arbitration or litigation with:

- Interrogatories
- Document discovery
- Expert report preparation
- Deposition preparation
- Trial preparation
- Expert testimony

Should you need assistance, we will work with you until your dispute is resolved.

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Project and Construction Management

University of San Francisco Dorm Renovation Projects; San Francisco, CA

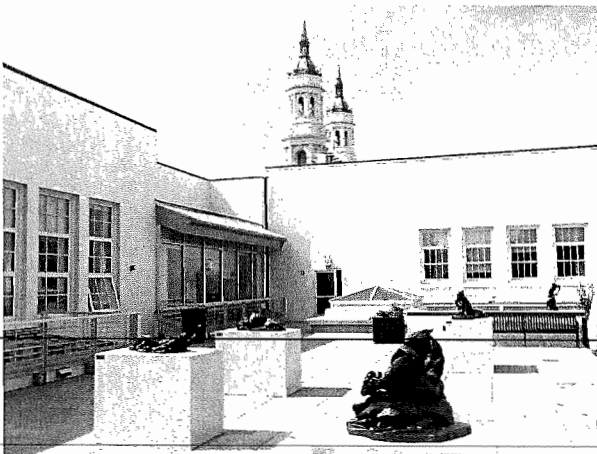
\$7 million Renovation of two existing dormitories in 11 weeks.

- Assisted in preparation of a conceptual estimate of the projects to assist University with project funding.
- Management and oversight of two general contractors and two hazardous materials contractors.
- Bid and award of hazardous materials contracts including preparation of bid packages, pre-bid job walk, evaluation of bids and notice to proceed.
- Reviewed contractors potential change orders and negotiated final change orders.
- Participated in weekly Owner/Architect/Contractor meetings and assisted with day to day problem solving at the project. Assisted Owner with management of key issues to keep schedule on track.



University of San Francisco, Kalmanovitz Hall; San Francisco, CA

\$25 million Renovation of 120,000 sf existing building.



- Reviewed General Contractor's project schedule due to Owner's concern that it did not adequately cover the scope of the project and that the project was behind schedule.
- Identified areas of schedule that were missing or inadequate and met with General Contractor to review.
- Created summary level project schedule based on Contractor's project schedule and Owner's move-in schedule for Owner's use.
- Added key milestones for each area and level of the building for the Owner's Project Manager to monitor.
- Reviewed the job progress each month to update the summary project schedule, to identify critical path activities that were slipping, and to provide a forecast to complete.



constance@riedingerconsulting.com

Constance Riedinger specializes in project management services and dispute resolution in the construction and engineering industry. Her consulting experience includes project management oversight and assistance, claims management, dispute resolution, litigation support and expert witness testimony. Prior to founding Riedinger Consulting, Ms. Riedinger has had extensive experience in construction and engineering management as described below.

EXPERIENCE

Riedinger Consulting Sausalito, CA
 President, 1997–Present

- Assists clients with the management of troubled projects and with the recovery of time and money to which they are contractually entitled. Provides schedule delay analysis, cost analysis, and issue analysis to support the clients' requests for contract adjustment.
- Assists clients with the resolution of construction disputes including review and rebuttal of contractor claims against owners, subcontractor claims against general contractors, and owner claims against designers, contractors and construction managers.
- Assists clients with management reviews or studies to assess the effectiveness of existing organizational structures, project controls systems, project management procedures and contract documents.

EDUCATION

Stanford University
 Palo Alto, CA

- M.S., Construction Engineering and Management

University of Dayton
 Dayton, OH

- B.S., Civil Engineering

Peterson Consulting LLC San Francisco, CA
 Executive Consultant, 1994–1997

- Assisted multiple clients with disputes and other management issues related to the design and construction or manufacturing of projects.
- Performed schedule, damages, and issue analyses for both defendants and plaintiffs to help resolve claims.
- Provided expert testimony in mediations for construction disputes.

REGISTRATION

- California Registered Civil Engineer (C46809)

East Bay Municipal Utility District Oakland, CA
 Project Manager, 1991–1992

- Managed the planning and design phase of wastewater projects. Main project: Relocation of North Interceptor and Other Wastewater Facilities due to Caltrans Cypress Structure Replacement project.
- Implemented design consultant selection process, negotiated contracts, managed consultants and reviewed design documents.
- Interfaced with internal departments and other public agencies for coordination of projects.

PROFESSIONAL ORGANIZATIONS

- Associate – American Bar Association
- American Society of Professional Estimators
- American Society of Civil Engineers, Construction Institute
- Bay Area Water Works Association
- Tau Beta Pi

West Engineers San Francisco, CA
 Project Manager, 1989–1991

- Managed the construction of Parking Garage 'A' and Baggage Claim Facility for the City of San Jose. This was a \$37 million project which was part of the San Jose International Airport Terminal "A" Expansion Program.
- Managed contract administration and inspection staff of ten.
- Reported progress to and coordinated with the City of San Jose Department of Public Works, Airport Operations, third party contractors and design consultants.

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PUBLICATIONS

- "The Fundamentals of Construction Contracts: Claims - When They Can't Be Avoided," Lorman Education Services; Oakland, California, 2004

Lucas Menyhart & Tooher

Sydney, Australia

Senior Planning Consultant, 1988

- Provided planning and program management during the design development of the New South Wales State Headquarters Facility for the Australian Postal Service.
- Created plans and schedules for overall project and for each phase of the project from conceptual design through employee relocation/move-in.

Rudolph & Sletten

Foster City, CA

Project Engineer, 1983-1987

- Managed the construction of commercial building projects ranging from \$7 million to \$20 million.
- Prepared two week look ahead and overall project schedules, prepared and negotiated change orders, reviewed submittals, prepared progress billings, resolved disputes, monitored job costs.
- Ran weekly progress meetings with owner and design consultants as well as weekly meetings with subcontractor foremen.

SEMINARS &
PRESENTATIONS

- "The Fundamentals of Construction Contracts: Claims- When They Can't Be Avoided," Lorman Education Services; Oakland, CA, 2004-2006.
- "Tricks, Traps and Ploys Used in Construction Scheduling in California," Lorman Education Services; Oakland, CA 2004-2005.
- "Construction Change Orders: Unraveling the Myths in California," Lorman Education Services; Oakland, CA 2005-2006.
- "Managing Construction Projects in California," Lorman Education Services; San Francisco, CA, 2006.

TESTIMONY EXPERIENCE

- *Bruce R. Thompson Federal Courthouse, Reno, Nevada.* Provided expert testimony on schedule delays and damages in a mini trial before the General Services Administration Board of Contract Appeals.
- *Bay Street Development, Emeryville, CA.* Provided expert testimony on schedule delays and damages in mediation, deposition and trial for Federal Court proceeding.
- *Henkel-Wallace Residence, Palo Alto, CA.* Provided expert testimony on estimated percent complete at the time of Contractor termination in arbitration.
- *Hearst Memorial Mining Building, University of California, Berkeley.* Provided expert testimony on schedule delays and issues in deposition for Superior Court of California proceeding.
- *City Heights Urban Village, San Diego, CA.* Provided expert testimony on schedule delays and damages in deposition and trial in the Superior Court of California.
- *3000 Third Street Project, San Francisco, CA.* Provided expert testimony on schedule delays and construction management issues in deposition for Superior Court of California.
- *La Serena Properties, Capitola, CA.* Provided expert testimony on construction costs, contract administration and billing procedures, job cost accounting, and time and materials change orders in arbitration.
- *Sawvis SC-7 Data Center, Santa Clara, CA.* Provided expert testimony on labor cost overruns, subcontractor damages, and general contractor's mismanagement in arbitration.



deborah@riedingerconsulting.com

Deborah DiGiovanni has worked in the fields of engineering planning, design and construction for over 15 years, most recently in project management services, change order and schedule analysis and dispute resolution.

EXPERIENCE

Riedinger Consulting Sausalito, CA
Managing Consultant, 2002-Present

- Assist clients with construction claim resolution involving schedule delay, change order, weather and other impacts. Analyze construction documents and create summary reports and graphics. Projects include community centers, public school, roadway bridge, seismic retrofit of water tanks, office buildings and police station construction.

EDUCATION

California Polytechnic State University
San Luis Obispo, CA

- B.S., Civil Engineering

Donley Construction Consultants San Rafael, CA
Senior Engineering Consultant, 1998-2002

- Assisted clients with construction claim resolution involving schedule delay analysis, construction defects and bid document and code compliance. Reviewed and created as-built project schedules and timelines. Projects included numerous public schools, hospital, nursing home and large apartment complexes.
• Inspection of underground utilities and site construction for the Mill Valley Community Center.

REGISTRATION

- California Registered Civil Engineer (C47017)

East Bay Municipal Utility District Oakland, CA
Project Manager, 1989-1992

- On-site construction management for projects in the water and wastewater departments. Preparation of bid documents, management of change orders, RFI's, contractor schedule review and other construction duties, interpretation and enforcement of plans and specifications.
• Performed consultant management including design consultant selection process, contracts negotiations, consultant performance oversight and design document reviews.
• Interfaced with internal client departments and other public agencies for coordination of projects.

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Luke-Dudak Civil Engineers

Encinitas, CA

Project Manager, 1987-1989

- Involved in the planning and preliminary engineering for a proposed landfill expansion including Digital Terrain Modeling and volume calculations.
- Prepared HEC 1 hydrologic computer model for 300-acre development. Used KYPIPE network analysis for design of potable and reclaimed water systems. Miscellaneous storm drain designs.
- Designed reinforced concrete structures such as underground pump stations and vaults, masonry buildings and retaining wall. Coordinated the plans for a 10 million gallon water storage reservoir. Designed timber custom homes. Per-

Leo A. Daly, Co.

San Francisco, CA

Structural Designer, 1985-1987

- Primarily involved in steel design with additional experience in concrete, timber and masonry. Performed gravity and seismic analysis for a seven-story, steel-framed hotel, and a twelve-story casino/hotel. Project designer for a five-story laboratory rehabilitation. Coordination of construction documents, review of shop drawings, supervision of drafters.



greg@riedingerconsulting.com

Greg Paulson combines his training in construction engineering with a proficiency in the use of information technologies for schedule and cost analysis in construction related claims. He has a working knowledge of Primavera Project Planner (P3 and P6), Microsoft Project, SureTrak, and Timeline Maker Pro.

EXPERIENCE

Riedinger Consulting

Sausalito, CA

Staff Engineer, 2009–Present

- Schedule Analysis: Create summary level as-planned vs. as-built schedules for evaluating schedule delays.
- Issue Analysis: Determine the specific issues impacting a project schedule and identify contributing factors. Locate essential information within the project documents provided, and investigate external sources such as city records, press releases, and online databases for details otherwise not provided.
- Document Review: Examine project documents such as daily work logs, schedule updates, monthly progress reports, photographs, change orders, meeting minutes, and other project documentation for information relevant to cost and schedule analysis.
- Comprehensive Data Analysis: Design spreadsheets for processing large data sets for productivity assessment, labor hours expended, equipment usage, cost summaries, schedule activities and dates.
- Document Control: Organize and track the volumes of documents, both electronic and hard copies, so they may be readily accessed.
- Presentation Design: Create animated, graphic presentations for meetings, mediation, arbitration, and trial to summarize cost, schedule, and issue analyses and conclusions.
- Exhibit Design: Create summary exhibits using site plans, floor plans, photos, and such to illustrate key points.

EDUCATION

San Francisco State University

- B.S., Civil Engineering

University of California, Berkeley—Extension Berkeley, CA

“Schedule Delay Analysis in Construction Claims”

“Construction Project Scheduling and Control”

REGISTRATION

- Civil Engineer in Training

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San Francisco State University

San Francisco, CA

Civil Engineering, Spring, 2006—Spring, 2009

President, American Society of Civil Engineers, SFSU.

- Organize field trips, industry presentations, events, and fundraisers
- Facilitate society meetings

Assistant Project Manager, Arched Wooden Bridge Team, 2009

- Secured \$2100 to fund project
- Technical writing for reports and presentations
- Design and construction

Caltrans, Benicia Bridge Project

Martinez, CA

Student Intern, Summer 2006

- Take-off calculations for asphalt repaving using Excel and Microstation
- Field Trips with Safety Engineer
- Accounting of construction materials by logging manifests

Bison Construction

San Diego, CA

Concrete Laborer, June, 2003—November, 2003

- Assist in setting forms and tying rebar for high end, multi-story houses
- Mark and monitor trench excavation per plan specifications
- Backfill and compaction per plan specifications

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DONLEY CONSTRUCTION CONSULTANTS

JOHN M. DONLEY
Principal Construction Consultant

Over 30 years of experience in the construction trade. Managed projects up to \$38 million, provided dispute resolution services on claims up to \$30 million.

WORK HISTORY

- 1996- Current **Donley Construction Consultants, San Rafael, CA**
- 1982-89 Principal of a consulting firm. Services include project management, claims analysis and estimating. Provided services on over 500 projects. Provided successful technical consultation on 30 school construction dispute resolution projects. Served as AAA arbitrator and mediator in 60 matters.
- 1992-95 **High-Point Rendel, San Francisco, CA**
Project Manager in delay and disruption claim analysis on a wide range of projects, with an emphasis on schools. Performed all aspects of estimating: conceptual, design, changed conditions and remedial. Developed a program in school dispute resolution.
- 1989-91 **West Engineers and Associates, San Francisco, CA**
Project Manager of \$38 million San Jose International Airport Parking Garage "A" and estimator on Terminal "A." Project Manager's responsibilities included day-to-day administration, review of change orders, negotiation of claims, monitoring schedule and payment requests, monthly reporting and planning with the Airport and City of San Jose Department of Public Works. Managed \$0.5 million acceleration plan and settled a \$5.7 million claim.
- 1980-82 **Castle Construction Company, San Rafael, CA**
Project Manager responsible for estimating and supervising residential and commercial construction projects ranging from \$10,000 to \$500,000.
- 1974-80 **Donley Construction Company, San Rafael, CA**
Owner of a construction company specializing in residential alterations and additions.

REGISTRATIONS & CERTIFICATIONS

General Building Contractor, #370887: California.

Certified Building Inspector, #59196: International Conference of Building Officials 1996-2001.

Certified General Inspector, #1675: State of California, Department of State Architect for Class 2 school projects 1999 to 2003.

Member, Project Management Institute.

Member, Association for the Advancement of Cost Engineering

Member, American Institute of Architects

EDUCATION

Michigan State University Bachelor of Science Degree 1970

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City of Sausalito
 Capital Projects Construction Management
 Proposed Workplan and Estimated Budget
 Project 1 - Johnson Street and Utility Improvements

		Proposed Hours per Week					Expected Range	
TASK #	TASK DESCRIPTION	Principal @ \$200/hr	Project Manager @ \$150/hr	Project Engineer @ \$100/hr	Fee	@ 6%	@ 12%	
Project 1 - Johnson Street and Utility Improvements (45 Working Days)								
1	Compliance Verification with Plans and Specifications		x					
2	Work Item Measurement Verification			x				
3	Verification of Personnel, equipment and materials furnished			x				
4	Safety Program Verification			x				
5	Traffic Control - check adequacy of Contractor's Traffic Control			x				
6	Change Order Review and Coordination		x					
7	Schedule Review			x				
8	Progress Payment Review		x					
9	Expediting submittal reviews and Request for Information responses from design consultants.		x					
10	Inspection support as needed. ⁽¹⁾		x					
11	Project Oversight and Client Management	x	x					
Subtotal:		2	-	12	16	\$ 3,800		
					Number of Weeks:	10		
					Estimated CM Cost:	\$ 38,000		
Typical CM Fee - Small Projects - Assume 6-12% of project cost				Project Value:	\$342,111	\$ 20,527	\$ 41,053	

⁽¹⁾ Other inspectors could be provided as needs are defined.

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PROFESSIONAL FEES - PROJECT MANAGEMENT - 2010 / 2011

The professional fees for Riedinger Consulting services are based on the following hourly rates:

Principal	\$200
Senior Project Manager	\$175
Project Manager	\$150
Senior Project Engineer	\$125
Project Engineer	\$100
Administration	\$ 75

These rates do not include travel expenses and other reimbursable expenses. Compensation for extensive travel time will be negotiated on an individual project basis.

The above hourly rates are effective through December 31, 2011.

CONFIDENTIAL

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