AGREEMENT FOR SERVICES BETWEEN
THE CITY OF MENLO PARK AND SWINERTON MANAGEMENT AND CONSULTING

THIS AGREEMENT made and entered into at Menlo Park, California, this 30th day of August, 2017, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY", and SWINERTON MANAGEMENT AND CONSULTING, hereinafter referred to as “FIRST PARTY.”

WITNESSETH:

WHEREAS, CITY desires to retain FIRST PARTY to provide certain professional services for CITY in connection with that certain project called: On-Call Inspection & Management Services

WHEREAS, FIRST PARTY is licensed to perform said services and desires to and does hereby undertake to perform said services.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, PROMISES AND CONDITIONS of each of the parties hereto, it is hereby agreed as follows:

1. SCOPE OF WORK

In consideration of the payment by CITY to FIRST PARTY, as hereinafter provided, FIRST PARTY agrees to perform all the services as set forth in Exhibit "A", Scope of Services.

2. SCHEDULE FOR WORK

FIRST PARTY’s proposed schedule for the various services required pursuant to this agreement will be as set forth in Exhibit "A", Scope of Services. CITY will be kept informed as to the progress of work by written reports, to be submitted monthly or as otherwise required in Exhibit "A". Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents or other events beyond the control of the other, or the other’s employees and agents.

FIRST PARTY shall commence work immediately upon receipt of a "Notice to Proceed" from CITY. The "Notice to Proceed" date shall be considered the "effective date" of the Agreement, as used herein, except as otherwise specifically defined. FIRST PARTY shall complete all the work and deliver to CITY all project related files, records, and materials within one month after completion of all of FIRST PARTY’s activities required under this Agreement.

3. PROSECUTION OF WORK

FIRST PARTY will employ a sufficient staff to prosecute the work diligently and continuously and will complete the work in accordance with the schedule of work approved by the CITY. (See Exhibit "A", Scope of Services).
4. COMPENSATION AND PAYMENT

A. CITY shall pay FIRST PARTY an all-inclusive fee that shall not exceed project budgeted amount as described in Exhibit "A", Scope of Services. This compensation shall be based on the rates described in Exhibit "A". All payments, including fixed hourly rates, shall be inclusive of all indirect and direct charges to the Project incurred by FIRST PARTY. The CITY reserves the right to withhold payment if the City determines that the quantity or quality of the work performed is unacceptable.

B. FIRST PARTY’s fee for the services as set forth herein shall be considered as full compensation for all indirect and direct personnel, materials, supplies and equipment, and services incurred by FIRST PARTY and used in carrying out or completing the work.

C. Payments shall be monthly for the invoice amount or such other amount as approved by CITY. As each payment is due, a statement describing the services performed shall be submitted to CITY by the FIRST PARTY. This statement shall include, at a minimum, the project title, Agreement Number, the title(s) of personnel performing work, hours spent, payment rate, and a listing of all reimbursable costs. CITY shall have the discretion to approve the invoice and the work completed statement. Payment shall be for the invoice amount or such other amount as approved by CITY.

D. Payments are due upon receipt of written invoices. CITY shall have the right to receive, upon request, documentation substantiating charges billed to CITY. CITY shall have the right to perform an audit of the FIRST PARTY’s relevant records pertaining to the charges.

5. EQUAL EMPLOYMENT OPPORTUNITY

A. FIRST PARTY, with regard to the work performed by it under this Agreement shall not discriminate on the grounds of race, religion, color, national origin, sex, handicap marital status or age in the retention of sub-consultants, including procurement of materials and leases of equipment.

B. FIRST PARTY shall take affirmative action to insure that employees and applicants for employment, are treated without regard to their race, color, religion, sex, national origin, marital status or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training including apprenticeship.

C. FIRST PARTY shall post in prominent places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

D. FIRST PARTY shall state that all qualified applications will receive consideration for employment without regard to race, color, religion, sex, national origin, marital status or handicap.

E. FIRST PARTY shall comply with Title VI of the Civil Rights Act of 1964 and shall provide such reports as may be required to carry out the intent of this section.

F. FIRST PARTY shall incorporate the foregoing requirements of this section in FIRST PARTY’s agreement with all sub-consultants.

6. ASSIGNMENT OF AGREEMENT AND TRANSFER OF INTEREST
A. FIRST PARTY shall not assign this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the CITY thereto, provided, however, that claims for money due or to become due to the FIRST PARTY from the CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of an intended assignment or transfer shall be furnished promptly to the CITY.

B. In the event there is a change of more than 30% of the stock ownership or ownership in FIRST PARTY from the date of this Agreement is executed, then CITY shall be notified prior to the date of said change of stock ownership or interest and CITY shall have the right, in event of such change in stock ownership or interest, to terminate this Agreement upon notice to FIRST PARTY. In the event CITY is not notified of any such change in stock ownership or interest, then upon knowledge of same, it shall be deemed that CITY has terminated this Agreement.

7. INDEPENDENT WORK CONTROL

It is expressly agreed that in the performance of the service necessary for compliance with this Agreement, FIRST PARTY shall be and is an independent contractor and is not an agent or employee of CITY. FIRST PARTY has and shall retain the right to exercise full control and supervision of the services and full control over the employment, direction, compensation and discharge of all persons assisting FIRST PARTY in the performance of FIRST PARTY's services hereunder. FIRST PARTY shall be solely responsible for its own acts and those of its subordinates and employees.

8. CONSULTANT QUALIFICATIONS

It is expressly understood that FIRST PARTY is licensed and skilled in the professional calling necessary to perform the work agreed to be done by it under this Agreement and CITY relies upon the skill of FIRST PARTY to do and perform said work in a skillful manner usual to the profession. The acceptance of FIRST PARTY's work by CITY does not operate as a release of FIRST PARTY from said understanding.

9. NOTICES

All notices hereby required under this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid or by overnight courier service. Notices required to be given to CITY shall be addressed as follows:

Justin I. C. Murphy  
Public Works  
City of Menlo Park  
701 Laurel St.  
Menlo Park, CA 94025  
650-330-6740  
nmnelgar@menlopark.org

Notices required to be given to FIRST PARTY shall be addressed as follows:

Jeffrey Gee  
Swinerton Management and Consulting  
260 Townsend Street  
San Francisco, CA 94107  
415-984-1239  
lgee@swinerton.com

Provided that any party may change such address by notice, in writing, to the other party and thereafter notices shall be addressed and transmitted to the new address.
10. HOLD HARMLESS

The FIRST PARTY shall defend, indemnify and hold harmless the CITY, its subsidiary agencies, their officers, agents, employees and servants from all claims, suits or actions that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the FIRST PARTY brought for, or on account of, injuries to or death of any person or damage to property resulting from the performance of any work required by this Agreement by FIRST PARTY, its officers, agents, employees and servants. Nothing herein shall be construed to require the FIRST PARTY to defend, indemnify or hold harmless the CITY, its subsidiary agencies, their officers, agents, employees and servants against any responsibility to liability in contravention of Section 2782.8 of the California Civil Code.
11. INSURANCE

A. FIRST PARTY shall not commence work under this Agreement until all insurance required under this Section has been obtained and such insurance has been approved by the City, with certificates of insurance evidencing the required coverage.

B. There shall be a contractual liability endorsement extending the FIRST PARTY’s coverage to include the contractual liability assumed by the FIRST PARTY pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days’ notice must be given, in writing, to the CITY, at the address shown in Section 9, of any pending cancellation of the policy. FIRST PARTY shall notify CITY of any pending change to the policy. All certificates shall be filed with the City.

1. Worker’s Compensation and Employer’s Liability Insurance:

   The FIRST PARTY shall have in effect during the entire life of this Agreement Worker’s Compensation and Employer’s Liability Insurance providing full statutory coverage. In signing this Agreement, the FIRST PARTY makes the following certification, required by Section 18161 of the California Labor Code: "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker’s Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement" (not required if the FIRST PARTY is a Sole Proprietor).

2. Liability Insurance:

   The FIRST PARTY shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance (Commercial General Liability Insurance) on an occurrence basis as shall protect it while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as claims for property damage which may arise from the FIRST PARTY’s operations under this Agreement, whether such operations be by FIRST PARTY or by any sub-consultant or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be not less than One Million Dollars ($1,000,000) per occurrence and One Million Dollars ($1,000,000) in aggregate, or One Million Dollars ($1,000,000) combined single limit bodily injury and property damage for each occurrence. FIRST PARTY shall provide the CITY with acceptable evidence of coverage, including a copy of all declarations of coverage exclusions. FIRST PARTY shall maintain Automobile Liability Insurance pursuant to this Agreement in an amount of not less than One Million Dollars ($1,000,000) for each accident combined single limit or not less than One Million Dollars ($1,000,000) for any one (1) person, and One Million Dollars ($1,000,000) for any one (1) accident, and Three Hundred Thousand Dollars, ($300,000) property damage.

3. Professional Liability Insurance:

   FIRST PARTY shall maintain a policy of professional liability insurance, protecting it against claims arising out of the negligent acts, errors, or omissions of FIRST PARTY pursuant to this Agreement, in the amount of not less than One Million Dollars ($1,000,000) per claim and in the aggregate. Said professional liability insurance is to be kept in force for not less than one (1) year after completion of services described herein.

C. CITY and its subsidiary agencies, and their officers, agents, employees and servants shall be named as additional insured on any such policies of Commercial General Liability and Automobile Liability Insurance, (but not for the Professional Liability and Worker’s Compensation), which shall also contain a provision that the insurance afforded thereby to the CITY, its subsidiary agencies, and their officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if the CITY, its subsidiary agencies and their officers and employees have other insurance against a loss covered by a policy, such other insurance shall be excess insurance only.

D. In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, CITY, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

E. Prior to the execution of this Agreement, any deductibles or self-insured retentions must be declared to and approved by CITY.
# 12. PAYMENT OF PERMITS/LICENSES

Contractor shall obtain any license, permit, or approval if necessary from any agency whatsoever for the work/services to be performed, at his/her own expense, prior to commencement of said work/services or forfeit any right to compensation under this Agreement.

# 13. RESPONSIBILITY AND LIABILITY FOR SUB-CONSULTANTS AND/OR SUBCONTRACTORS

Approval of or by CITY shall not constitute nor be deemed a release of responsibility and liability of FIRST PARTY or its sub-consultants and/or subcontractors for the accuracy and competency of the designs, working drawings, specifications or other documents and work, nor shall its approval be deemed to be an assumption of such responsibility by CITY for any defect in the designs, working drawings, specifications or other documents prepared by FIRST PARTY or its sub-consultants and/or subcontractors.

# 14. OWNERSHIP OF WORK PRODUCT

Work products of FIRST PARTY for this project, which are delivered under this Agreement or which are developed, produced and paid for under this Agreement, shall become the property of CITY. The reuse of FIRST PARTY’s work products by City for purposes other than intended by this Agreement shall be at no risk to FIRST PARTY.

# 15. REPRESENTATION OF WORK

Any and all representations of FIRST PARTY, in connection with the work performed or the information supplied, shall not apply to any other project or site, except the project described in Exhibit "A" or as otherwise specified in Exhibit "A".

# 16. TERMINATION OF AGREEMENT

A. CITY may give thirty (30) days written notice to FIRST PARTY, terminating this Agreement in whole or in part at any time, either for CITY’s convenience or because of the failure of FIRST PARTY to fulfill its contractual obligations or because of FIRST PARTY’s change of its assigned personnel on the project without prior CITY approval. Upon receipt of such notice, FIRST PARTY shall:
   1. Immediately discontinue all services affected (unless the notice directs otherwise); and
   2. Deliver to the CITY all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated or produced by FIRST PARTY in performing work under this Agreement, whether completed or in process.

B. If termination is for the convenience of CITY, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

C. If the termination is due to the failure of FIRST PARTY to fulfill its Agreement, CITY may take over the work and prosecute the same to completion by agreement or otherwise. In such case, FIRST PARTY shall be liable to CITY for any reasonable additional cost occasioned to the CITY thereby.

D. If, after notice of termination for failure to fulfill Agreement obligations, it is determined that FIRST PARTY had not so failed, the termination shall be deemed to have been effected for the convenience of the CITY. In such event, adjustment in the contract price shall be made as provided in Paragraph B of this Section.

E. The rights and remedies of the CITY provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

F. Subject to the foregoing provisions, the CITY shall pay FIRST PARTY for services performed and expenses incurred through the termination date.
### 17. INSPECTION OF WORK

It is FIRST PARTY’s obligation to make the work product available for CITY’s inspections and periodic reviews upon request by CITY.

### 18. COMPLIANCE WITH LAWS

It shall be the responsibility of FIRST PARTY to comply with all State and Federal Laws applicable to the work and services provided pursuant to this Agreement, including but not limited to compliance with prevailing wage laws, if applicable.

### 19. BREACH OF AGREEMENT

A. This Agreement is governed by applicable federal and state statutes and regulations. Any material deviation by FIRST PARTY for any reason from the requirements thereof, or from any other provision of this Agreement, shall constitute a breach of this Agreement and may be cause for termination at the election of the CITY.

B. The CITY reserves the right to waive any and all breaches of this Agreement, and any such waiver shall not be deemed a waiver of any previous or subsequent breaches. In the event the CITY chooses to waive a particular breach of this Agreement, it may condition same on payment by FIRST PARTY of actual damages occasioned by such breach of Agreement.

### 20. SEVERABILITY

The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by the mutual consent of the parties.

### 21. CAPTIONS

The captions of this Agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction, or meaning of any provisions of this Agreement.

### 22. LITIGATION OR ARBITRATION

In the event that suit or arbitration is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to litigation costs and reasonable attorneys' fees. The Dispute Resolution provisions are set forth on Exhibit "B", 'Dispute Resolution' attached hereto and by this reference incorporated herein.

### 23. RETENTION OF RECORDS

Contractor shall maintain all required records for three years after the City makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the City, a federal agency, and the state of California.

### 24. TERM OF AGREEMENT

This Agreement shall remain in effect for the period of August 30, 2017 through August 30, 2020 unless extended, amended, or terminated in writing by CITY.
25. ENTIRE AGREEMENT

This document constitutes the sole Agreement of the parties hereto relating to said project and states the rights, duties, and obligations of each party as of the document's date. Any prior Agreement, promises, negotiations, or representations between parties not expressly stated in this document are not binding. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the parties to this Agreement.

26. STATEMENT OF ECONOMIC INTEREST

Consultants, as defined by Section 18701 of the Regulations of the Fair Political Practices Commission, Title 2, Division 6 of the California Code of Regulations, are required to file a Statement of Economic Interests with 30 days of approval of a contract services agreement with the City of its subdivisions, on an annual basis thereafter during the term of the contract, and within 30 days of completion of the contract.

Based upon review of the Consultant’s Scope of Work and determination by the City Manager, it is determined that Consultant IS / IS NOT required to file a Statement of Economic Interest. A statement of Economic Interest shall be filed with the City Clerk’s office no later than 30 days after the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

FIRST PARTY:

Signature

Jeffrey Lee

Name

94-1499330

Tax ID#

APPROVED AS TO FORM:

William L. McClure, City Attorney

CITY OF MENLO PARK:

Signature

Alex D. McIntyre

Name

ATTEST:

Gillian Langan, DEPUTY

City Clerk, City of Menlo Park

Date

Vice President

Title

Date

10/5/17

Date

City Manager

Title

10/4/17

Date
## EXHIBIT “A” – SCOPE OF SERVICES

### A1. SCOPE OF WORK

FIRST PARTY agrees to provide consultant services for CITY’s Public Works. In the event of any discrepancy between any of the terms of the FIRST PARTY’s proposal and those of this Agreement, the version most favorable to the CITY shall prevail. FIRST PARTY shall provide the following services:

- Provide general consultant services for projects as determined by the CITY. The detailed scope of work for each task the CITY assigns the consultant shall be referred to as Exhibit A-1, which will become part of this Agreement. A notice to proceed will be issued separately for each separate scope of work agreed to between the CITY and FIRST PARTY.

FIRST PARTY agrees to perform these services as directed by the CITY in accordance with the standards of its profession and CITY’s satisfaction.

### A2. COMPENSATION

CITY hereby agrees to pay FIRST PARTY at the rates to be negotiated between FIRST PARTY and CITY as detailed in Exhibit A-1. The actual charges shall be based upon
(a) FIRST PARTY’s standard hourly rate for various classifications of personnel;
(b) all fees, salaries and expenses to be paid to engineers, consultants, independent contractors, or agents employed by FIRST PARTY; and shall (c) include reimbursement for mileage, courier and plan reproduction. The total fee for each separate Scope of Work agreed to between the CITY and FIRST PARTY shall not exceed the amount shown in Exhibit A-1.

FIRST PARTY shall be paid within thirty (30) days after approval of billing for work completed and approved by the CITY. Invoices shall be submitted containing all information contained in Section A5 below. In no event shall FIRST PARTY be entitled to compensation for extra work unless an approved change order, or other written authorization describing the extra work and payment terms, has been executed by CITY prior to the commencement of the work.

### A3. SCHEDULE OF WORK

FIRST PARTY’S proposed schedule for the various services required will be set forth in Exhibit A-1.

### A4. CHANGES IN WORK -- EXTRA WORK

In addition to services described in Section A1, the parties may from time to time agree in writing that FIRST PARTY, for additional compensation, shall perform additional services including but not limited to:
- Change in the services because of changes in scope of the work.
- Additional tasks not specified herein as required by the CITY.

The CITY and FIRST PARTY shall agree in writing to any changes in compensation and/or changes in FIRST PARTY’s services prior to the commencement of any work. If FIRST PARTY deems work he/she has been directed to perform is beyond the scope of this Agreement and constitutes extra work, FIRST PARTY shall immediately inform the CITY in writing of the fact. The CITY shall make a determination as to whether such work is in fact beyond the scope of this Agreement and constitutes extra work. In the event that the CITY determines that such work does constitute extra work, it shall provide compensation to the FIRST PARTY in accordance with an agreed cost that is fair and equitable. This cost will be mutually agreed upon by the CITY and FIRST PARTY. A supplemental agreement providing for such compensation for extra work shall be negotiated between the CITY and the FIRST PARTY. Such supplemental agreement shall be executed by the FIRST PARTY and may be approved by the City Manager upon recommendation of the Department Head.
A5. BILLINGS

FIRST PARTY’s bills shall include the following information: A brief description of services performed, project title and the Agreement number; the date the services were performed; the number of hours spent and by whom; the current contract amount; the current invoice amount; Except as specifically authorized by CITY, FIRST PARTY shall not bill CITY for duplicate services performed by more than one person. In no event shall FIRST PARTY submit any billing for an amount in excess of the maximum amount of compensation provided in Section A2.

The expenses of any office, including furniture and equipment rental, supplies, salaries of employees, telephone calls, postage, advertising, and all other expenses incurred by FIRST PARTY in the performances of this Agreement shall be incurred at the FIRST PARTY’s discretion. Such expenses shall be FIRST PARTY’s sole financial responsibility.
CITY OF MENLO PARK
ON-CALL CONSTRUCTION INSPECTION AND MANAGEMENT SERVICES

City of Richmond Via Verdi Street, Richmond, CA

Dayle Drive Reconstruction, San Francisco, CA

City of Menlo Park, Sharon Heights Pump Station, Menlo Park, CA

From
Swinerton Management & Consulting
260 Townsend Street
San Francisco, CA 94107

To
Mr. Michael Zimmermann
Associate Engineer
CITY OF MENLO PARK
Dept. of Public Works
701 Laurel Street
Menlo Park, CA 94025

For
ON-CALL CONSTRUCTION INSPECTION AND MANAGEMENT SERVICES

JUNE 15, 2017

City of Cupertino, Mary Avenue Bridge, Cupertino, CA
JUNE 15, 2017

Section

1. Letter of Interest

2. Firm Organization
   - Ownership, Years in Business, Services and Size of Company by Employee
   - Primary Services / Tasks
   - Insurance Coverage
   - Project Experience

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   - Personnel Experience
   - Resumes

4. Experience
   - Project Sheets with References

5. Hourly Rates
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1. LETTER OF INTEREST
1. Letter of Interest

SUSTAINING ENVIRONMENTS FOR CIVIC EXCELLENCE

June 15, 2017

Mr. Michael Zimmermann
CITY OF MENLO PARK
Department of Public Works
701 Laurel Street
Menlo Park, CA 94025

Subject: Qualifications for On-Call Construction Inspection and Management Services

Dear Mr. Zimmermann:

Swinerton Management & Consulting (SMC) is pleased to present our Qualifications to the City of Menlo Park for On-Call Construction Inspection and Management Services. The Project Team we are proposing has achieved a high level of success providing quality construction inspection and construction management services to public agency clients on complex roadway improvement, buildings, parks, community centers, mechanical systems, restrooms and sports field projects they have the right experience and focus to manage these types of project successfully. Our Team also has experience working with the City of Menlo Park on various projects including: Sharon Heughs Pump Station, US 101/Willow Road Interchange, Santa Cruz Avenue Sidewalk Improvements, 2017 Street Resurfacing Program, Corporation Yard Well, Warner Range Water Line Replacement, Sand Hill Reservoir Roof Replacement, Independence Water Line Replacement and Chrysler Pump Station Replacement. We achieve this success by creating and maintaining a highly collaborative team environment with all of the project stakeholders. In addition, our practice is to build client advocacy through the quality of our services and project deliverables, and we look for the opportunity to create this relationship with the City of Menlo Park.

SMC is a full-service Project and Construction Management firm with the ability to deliver the professional construction management services that align well with your projects including, but not limited to: assisting with bid analysis and award recommendations, community outreach, comprehensive construction management services including preconstruction, schedule management, budget management, construction contract administration, coordination of utility relocation, project inspections and material testing, quality control, safety, enforcing contractors safety plan, claims avoidance & mitigation, contract change control, document control, compliance with regulatory & funding agencies and project close-out.

We are excited to be given the opportunity to offer our professional construction inspection and management services to City of Menlo Park. Should you have any questions or desire any additional information, please do not hesitate to contact me at Swinerton Management & Consulting, 260 Townsend Street, San Francisco, CA 94107, Office No: (415) 984-1239 or my mobile at (650) 483-7412, Facsimile No. (415) 984-1292, or Mr. Greg Armendariz, our Project Executive at (408) 334-4426.

Very truly yours,

Swinerton Management & Consulting

Jeffrey S. Gee, AIA
Principal-In-Charge
Vice President/General Manager
2. FIRM ORGANIZATION
2. Firm Organization

SUSTAINING ENVIRONMENTS FOR CIVIC EXCELLENCE

BRIEF HISTORY OF FIRM AND SERVICES

SWINERTON MANAGEMENT & CONSULTING. The Swinerton Family of Companies, established in 1888, formerly Swinerton & Walberg, was incorporated in the State of California in 1908. Throughout the years, the Company has established its identity and reputation for high quality construction, integrity, customer satisfaction, financial stability and project team excellence.

The family spirit and values of the Swinerton Companies has been the keystone of our successful 129-year history. These values are still apparent, having provided a consistent theme to successive generations of management, and are deeply embedded in the culture and values of our Company today.

- Integrity
- Leadership
- Passion
- Excellence

As construction projects became increasingly more complex and expensive, clients found it imperative to ensure their projects were better planned, designed and executed. Swinerton, Inc. responded to these needs in 1994 by consolidating all Program and Construction Management and Consulting services into one Division. This division has evolved into Swinerton Management & Consulting (SMC).

STATEMENT OF FINANCIAL STABILITY AND STRENGTH
Throughout Swinerton's history, we are proud to say that Swinerton has remained strong and steadfast. Thanks to the Company's robust financial health and our breadth of work within positive sectors such as education, Public Works, healthcare and multi-family housing, Swinerton today is one of America's most stable Construction Service companies. The Swinerton Family of Companies revenues over $2.5 Billion in 2015.

FINANCIAL REFERENCE
Mr. Jim Edson
Senior Vice President
CITY NATIONAL BANK
2001 NORTH Main Street, Suite 200
Walnut Creek, CA 94596
(925) 274-5128

CORPORATE STATISTICS
Swinerton, Incorporated
License Number
Swinerton Management & Consulting:
Legal Entity:
Type of Ownership:
Federal ID #:
Year Firm Established:
Types of Business:
129 Years in Business
92
23 Years in Business
Corporation
100% Employee Owned
91-181-0375
1888
Program Management, Project Management
Construction Management, Consulting Services and
General Contracting

SWINERTON MANAGEMENT & CONSULTING - 2. FIRM ORGANIZATION
2. Firm Organization

SUSTAINING ENVIRONMENTS FOR CIVIC EXCELLENCE

DEPTH OF ORGANIZATION - EMPLOYEE RESOURCES
Swinerton currently employs over 2,400 employees, with offices in 14 major cities nationwide. As owners of the company, Swinerton’s employees have a vested interest in outstanding performance. Their personal sense of ownership generates extra effort, dedication, and a collaborative team attitude that delivers significant value to clients — going well beyond just dollars and cents. All resources of the Swinerton Group are available to support the project team in any and all disciplines.

IN-HOUSE RESOURCES
All resources of the Swinerton family are available to support our project teams in any and all disciplines, including:

- Estimating
- Sustainability/Green
- Risk Management
- Scheduling
- Hazardous Materials
- Constructability Review
- Mech Coordination
- Community Outreach
- Safety/Environmental
- Building Information Technology (BIM)
- Solar Solutions/Alternative Energy
- Project Labor & Project Stabilization Agreements-PLA/PFA

Currently Swinerton has offices in the following geographies:
- San Francisco, Oakland, Santa Clara, Concord, Sacramento, San Diego, Orange County, and Los Angeles, California
- Atlanta, Georgia
- Austin, Texas
- Denver, Colorado
- Portland, Oregon
- Bellevue, Washington
- Honolulu, Hawaii

COMMITMENT TO SUSTAINABILITY
The Swinerton Family of Companies has long recognized the importance and value of employing design and construction practices that conserve resources, reduce waste, and create healthier and more productive built environments. This long-standing commitment to the environment has resulted in industry recognition that Swinerton is a leader in green building. Our corporate commitment is embodied in our Green Mission:

- Preservation of Natural Resources
- Cost Effective Green Solutions
- Waste Reduction and Recycling
- Continuous Education and Training
- Creating Productive Environments through Sustainable Development
# 2. Firm Organization

**LISTING OF TASKS / SERVICES**

SMC was established to respond to clients' needs by providing services aimed at optimizing project schedule, cost and quality.

## PROGRAM MANAGEMENT BASIC SERVICES

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## PROJECT & CONSTRUCTION MANAGEMENT BASIC SERVICES

### DESIGN / PRECONSTRUCTION

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### BID AND AWARD

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### CONSTRUCTION

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### PROJECT CLOSE-OUT / POST CONSTRUCTION

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<td>Close-Out Documents</td>
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</table>
2. Firm Organization

INSURANCE REQUIREMENTS
We maintain, full and effect insurance policies with companies that are certified with the California Insurance Commission. Our insurance coverages include:

COMMERCIAL GENERAL LIABILITY INSURANCE
$1,000,000 - Each Occurrence
$2,000,000 - General Aggregate
$2,000,000 - Products/Completed Operations Aggregate
$1,000,000 - Personal Injury

AUTOMOBILE LIABILITY INSURANCE
$1,000,000 - Each Occurrence

WORKERS’ COMPENSATION AND EMPLOYER’S LIABILITY INSURANCE
Statutory California Workers’ Compensation Coverage
$1,000,000 - Employer’s Liability

PROFESSIONAL ERRORS AND OMISSIONS
$5,000,000 - Each Occurrences
2. Firm Organization

SUSTAINING ENVIRONMENTS FOR CIVIC EXCELLENCE

PROJECT EXPERIENCE: PUBLIC WORKS, ON-CALL AND INFRASTRUCTURE PROGRAMS - STREET, BRIDGES, & ROADWAY

ABEL STREET RECONSTRUCTION, MILPITAS, CA

| TOTAL PROJECT COST: $10 MILLION |
| CLIENT: CITY OF MILPITAS |

Project Management and Construction Management of street reconstruction including new utilities, streetscape, traffic signals, undergrounding of overhead utilities, street lights and a new bridge. Phased construction allowed street to remain open at all times.

A major challenge was managing the design and construction within a very tight budget, requiring extensive value engineering.

MAIN STREET RECONSTRUCTION, MILPITAS, CA

| SCHEDULE: 1/2008 - 1/2010 |
| TOTAL PROJECT COST: $12 MILLION |
| CLIENT: CITY OF MILPITAS |

Project Management and Construction Management of street reconstruction including demolition of old concrete highway roadbed (100 years old); street reconstruction with bio-swales utilities, traffic signals, street lights and landscaping.

A major challenge was maintaining business operations during construction involving an extensive community outreach program. Communication was critical and including full signage and wayfinding program.

CARLO STREET RECONSTRUCTION, MILPITAS, CA

| SCHEDULE: 1/2009 - 1/2010 |
| TOTAL PROJECT COST: $3 MILLION |
| CLIENT: CITY OF MILPITAS |

Project Management and Construction Management for the reconstruction of a cul-de-sac into an entry gateway from Calaveras Boulevard to Midtown Milpitas. Work included street reconstruction, new utilities, streetscape, traffic signal, street lights and landscaping.

The major challenge was obtaining Caltrans right-of-way and Caltrans approval of a new State Route 237 off-ramp.
2. Firm Organization

PROJECT EXPERIENCE: PUBLIC WORKS, ON-CALL AND INFRASTRUCTURE PROGRAMS - WATER, SEWAGE, & WASTEWATER INFRASTRUCTURE

CITY OF RICHMOND CAPITAL IMPROVEMENT PROGRAM, RICHMOND, CA

- Integrity
- Leadership
- Passion
- Excellence

Project and Construction Management services for the City of Richmond's five-year Capital Improvement Program (CIP).

Public Works Engineering include improvements to streets, sidewalks, intersections, public facilities, park facilities, stormwater, sanitary sewer, and water treatment. This includes the removal and installation of over 5,800 linear feet of mainline sewer pipe. The stormwater collection system consists of an estimated 94 miles of stormwater main lines.

CITY OF MILPITAS MAIN SEWER PUMP STATION, MILPITAS, CA

Design Management, Preconstruction, and Construction Management services for this new 22 Million Gallons per Day (MGD) expandable to 40 MGD Main Sewer Pump Station.

Project includes an underground wet well with submersible pumps and inline grinders; a new control building with electrical room, site grading, drainage improvements and lighting; as well as concrete work, asphalt paving, electrical, mechanical, and piping.

MARIPOSA SANITARY SEWER & SHASTA STORM DRAIN IMPROVEMENTS, VALLEJO, CA

Construction Management, Resident Engineering and Civil/Mechanical/Specialty Inspection services for this storm water and sanitary sewer pipeline and appurtenances installation.

Project work also included abandoning and removing old pipelines and appurtenances; manhole and drain inlet installations; pipe bursting and sleeving of old pipelines; curb & gutter replacement and street paving.
2. Firm Organization

SUSTAINING ENVIRONMENTS FOR CIVIC EXCELLENCE

PROJECT EXPERIENCE: PUBLIC WORKS, ON-CALL AND INFRASTRUCTURE PROGRAMS - STREETS, BRIDGES, & ROADWAY

MARY AVENUE BICYCLE FOOTBRIDGE, CUPERTINO, CA

- Integrity
- Leadership
- Passion
- Excellence

FULL CONSTRUCTION MANAGEMENT services for 503-foot long, 16.3-foot wide steel, cable-stay Mary Avenue bicycle footbridge, a gateway feature to Silicon Valley, that spans Interstate 280 and connects the cities of Cupertino and Sunnyvale.

Project also included galvanized fence and railing, a 2,500 foot long 12-foot wide pathway, and approximately 13 acres of native and drought resistant landscaping with granite boulder clusters and bronze art work.

BAY MEADOWS DEVELOPMENT - PHASE I, SAN MATEO, CA

PROGRAM MANAGEMENT services provided for the Bay Meadows Specific Plan encompassing various transportation and utility infrastructure projects over 175 acres.

SIX (6) Highlighted projects during Phase I include:
- E. Hillsdale Blvd./I. Highway 101- modifications
- Saratoga Drive - new 2, 5700-foot extension
- Concar Drive & S. Delaware Street modifications
- Norfolk / Hillsdale Blvd. modifications
- Race Track Tunnel
- Infill Infrastructure

CITY OF PETALUMA "D" STREET BRIDGE REHABILITATION AND WAYFINDING SIGNAGE, PETALUMA, CA

PROJECT MANAGEMENT, Resident Engineering, and Staff Augmentation services for various Redevelopment and Capital Improvements projects in Petaluma’s Downtown, the Petaluma River Corridor, and Infrastructure sites.

Improvements include Downtown streetscape beautification; unique wayfinding sign and vendor kiosk installation; repair to the historic D Street Bridge; design, construction management, and operation of a de-watering system.
2. Firm Organization

SUSTAINING ENVIRONMENTS FOR CIVIC EXCELLENCE

PROJECT EXPERIENCE: PUBLIC WORKS, ON-CALL AND INFRASTRUCTURE PROGRAMS

ON-CALL CITY & COUNTY OF SAN FRANCISCO RECREATION AND PARKS BOND PROGRAMS, S.F., CA.

On-Call Construction Management support services on several park facilities for their two bond programs, 2008 $152 Million CSNP Bond Measure and the 2012 160 Million CSNP Bond Measures.

Projects include:
- Cabrillo Park and Playground
- Cayuga Park and Playground
- Fulton Playground and Clubhouse
- Mission Playground and Clubhouse
- Palega Park and Clubhouse
- Sunset Playground and Clubhouse
- Chinese Recreation Center

ON-CALL CITY OF CONCORD CONSTRUCTION MANAGEMENT SERVICES, CONCORD, CA

On-Call Construction Management services for federally funded projects including trails, smoke stack, bicycle paths, pedestrian pathways, sewer repairs, street repairs and retaining wall reconstruction.

ON-CALL GSA - NATIONAL PARK SERVICE SCHEDULE, WESTERN UNITED STATES

On Call Construction Management and Inspection services; responsible for milestone ICBO inspections of the contractor’s construction efforts in collaboration with the NPS Contracting Officer’s Technical Representative (COTR). Duties included photographing construction progress and problems; reviewing and verifying that the contractor’s project record drawings are updated to reflect changes and work completed; attending special, beneficial, and final inspections.
2. Firm Organization

SUSTAINING ENVIRONMENTS FOR CIVIC EXCELLENCE

PROJECT EXPERIENCE: PUBLIC WORKS, ON-CALL AND INFRASTRUCTURE PROGRAMS

CITY OF RICHMOND VIA VERDI AND SAN PABLO CREEK CULVERT RESTORATION, RICHMOND, CA

A culverted section of San Pablo Creek, underneath Via Verdi Street, collapsed without warning in Spring of 2010. The sinkhole was approximately about 120 feet long, 40 feet wide, and 30 feet deep. Via Verdi (Street) serves as the only ingress and egress for a neighborhood of about 85 single family homes and 100 apartments. Scope of work included removing the temporary channel; constructing a new permanent headwall; constructing a permanent culvert; tying the headwall to the permanent culvert and the permanent culvert to the transition headwall; installing Engineered Fill; constructing Via Verdi; and restoring the private parcel to its original condition.

DOYLE DRIVE RECONSTRUCTION, SAN FRANCISCO, CA.

The Doyle Drive Replacement Project comprised the demolition of the existing southern access to the Golden Gate Bridge and re-envisioned a new roadway tucked into the natural contours of the Presidio of San Francisco and the Golden Gate National Recreation Area, one of the nation’s largest urban parks. It will create a spectacular regional gateway between the iconic Golden Gate Bridge and the City of San Francisco.

CITY OF RICHMOND SAFE ROUTES TO SCHOOL, RICHMOND, CA

Swinerton Management & Consulting provided Construction Management and Inspection for the City’s Safe Routes to Schools project. Work was performed at five local schools within the City of Richmond. This federal aid project includes improvements that enhanced pedestrian safety at five schools in Richmond. Work is located on the streets surrounding the schools and includes concrete sidewalks, ADA accessible ramps, crosswalks, flashing beacon warning lights, bike lanes, pavement markers, pavement striping, signs, bulb-outs, and safety islands.
2. Firm Organization

SUSTAINING ENVIRONMENTS FOR CIVIC EXCELLENCE

PROJECT EXPERIENCE: BUILDING CONSTRUCTION, REHABILITATION & UPGRADES

OXFORD PLAZA / DAVID BROWER CENTER, BERKELEY, CA

- Integrity
- Leadership
- Passion
- Excellence

TOTAL PROJECT COST: $55 MILLION
CLIENT: CITY OF BERKELEY

The six-story 72,023-square-foot Oxford Plaza contains 97 rental units of affordable and workforce housing, retail space, and approximately 41 spaces of parking for residential tenants.

The four-story 55,000-square-foot David Brower Center houses the environmental center and conference building, as well as a below grade parking garage (also runs beneath the Oxford Plaza) including approximately 105 public parking spaces. The David Brower Center is expected to be LEED Platinum certified.

CITY OF BRENTWOOD CIVIC CENTER, BRENTWOOD, CA

TOTAL PROJECT COST: $43 MILLION
CLIENT: CITY OF BRENTWOOD

The Civic Center will consist of a new City Hall, a parking structure, a Community Center, and a Plaza with a focal water feature.

The new 65,000-square-foot three-story City Hall will centralize City staff from multiple locations. The 34,000-square-foot two-story Community Center will feature a full kitchen, library, art studio and gallery, and accommodate up to 476 seats in the community hall. The 111,300 square foot four-story parking structure will have approximately 280 stalls.

CITY OF WESTLAKE VILLAGE DANIEL K. LUDWIG LIBRARY & CITY HALL COMPLEX, WESTLAKE VILLAGE, CA

TOTAL PROJECT COST: $5 MILLION
CLIENT: CITY OF WESTLAKE VILLAGE

Construction management services were provided for this contemporary 24,000-square-foot civic center consisting of city hall and council chamber, the Daniel K. Ludwig Library and a community center.

The civic center has a courtyard for special events, a fountain, a reflecting pool, and a public terrace. Throughout the complex are state-of-the-art audiovisual systems and communication technology.
2. Firm Organization

SUSTAINING ENVIRONMENTS FOR CIVIC EXCELLENCE

PROJECT EXPERIENCE: BUILDING CONSTRUCTION, REHABILITATION & UPGRADES

THROCKMORTON RIDGE FIRE STATION, MILL VALLEY, CA

- Integrity
- Leadership
- Passion
- Excellence

SCHEDULE:

TOTAL PROJECT COST:
$2.86 MILLION

CLIENT:
COUNTY OF MARIN

Construction Management services for a new 5,200-square-foot eco-friendly Fire Station located on the beautiful Panoramic Highway.

The three-engine bay, “rustic lodge-style” station replaces the previous outdated 1950’s building. One-level, wood frame structure has steel moment frame, steel columns, hardiplank exterior cladding and a cantilevered concrete deck. The space includes a lobby, office, kitchen, day room, dining room, three dormitory rooms, and exercise/medical room. Project is LEED-Silver certified.

CITY OF SAUSALITO PUBLIC SAFETY FACILITIES, SAUSALITO, CA

SCHEDULE:

BIDDING & CONSTRUCTION PHASE

TOTAL PROJECT COST:
$9.2 MILLION

CLIENT:
CITY OF SAUSALITO

Construction Management services for the design and construction of new two-story, 9,000-square-foot Police Station and a new two-story, 11,000-square-foot Fire Station that will replace the existing and outdated facilities.

The new buildings will meet earthquake safety standards, ensure local emergency services, support modern electrical systems for current technology and an emergency operations center for coordinated emergency response. Project is aiming to receive LEED-Silver Certification.

COUNTY OF SOLANO TWIN CAMPUS PROGRAM, VALLEJO & FAIRFIELD, CA

SCHEDULE:
8/2003 - 6/2010

TOTAL PROJECT COST:
$59 MILLION

CLIENT:
COUNTY OF SOLANO

Program and Construction Management services for a $59 million Twin Campus Program that includes five (5) buildings:

- New LEED-NC registered, three-story, 57,800-square-foot Health and Social Services Office Building
- Phase I of a new two-story, 30,900-square-foot Public Health and Forensics Lab
- 87,000 square feet of renovations to three existing buildings to be vacated for the new facilities.
3. PERSONNEL
3. Personnel

QUALIFICATION AND EXPERIENCE OF PERSONNEL
We have a history of managing projects within a spirit of cooperative teamwork and collaboration. We will work to:

- Optimize value to the City of Menlo Park
- Deliver quality projects on schedule and on budget, and
- Exceed your expectations

EXPERIENCE, ROLES AND RESPONSIBILITIES OF OUR PROPOSED TEAM
We have proposed a Team made up of seasoned talent that has the right blend of recent and relevant experience and knowledge with public works projects to successfully provide Construction Inspection and Management Services on City of Menlo Park Projects. Our experience is comprehensive and includes: construction management and construction inspection experience with street resurfacing, water distribution systems, facilities, mechanical systems, safety improvements, pedestrian and bicycle improvements, interchanges, intersections including medians, pavement maintenance and ADA accessibility improvements.

TEAM ROLES AND RESPONSIBILITIES
Our proposed Team comes to the City of Menlo Park with outstanding and similar project experience managing public works projects for local agencies. Our goal is to become part of your team and provide quality services and excellent customer service. We strive to become part of our client's family; your goals will become our goals! The candidates we are proposing possess these qualities and will work closely to exceed your expectations of service. They will apply proven procedures leading to quality and cost-effective delivery, working closely with your Staff to ensure the successful completion of all project activities. Our Team Members, together have recently successfully completed several projects for the City of Menlo Park, including:

- Sharon Heights Pump Station
- US 101/Willow Road Interchange
- Santa Cruz Avenue Sidewalk Improvements
- 2017 Street Resurfacing Program
- Corporation Yard Well
- Warner Range Water Line Replacement
- Sand Hill Reservoir Roof Replacement
- Independence Water Line Replacement, and
- Chrysler Pump Station Replacement.

MR. GREG ARMENDARIZ, P.E., QSD/QSP, PROJECT EXECUTIVE. Mr. Armendariz is a licensed Civil Engineer and QSD/QSP certified with over 30 years of civil engineering and construction management experience. He has extensive experience with planning, design and construction of infrastructure type projects and has a proven track record of managing projects of similar type and scale. As Project Executive he will provide operational and senior management support to ensure the success of your projects. He will be responsible for providing additional resources and any technical expertise required. He will attend key meetings, participate in partnering sessions and ensure that we commit the full attention of Swinerton's senior management to guarantee the success of our services.
3. Personnel

SUSTAINING ENVIRONMENTS FOR CIVIC EXCELLENCE

MR. JORGE BERMUDEZ, PROJECT MANAGER. Mr. Bermudez has over 20 years of experience in design and construction of public infrastructure, while employed in both the public and private sectors. Mr. Bermudez excels in project and construction management and construction contract administration and has strong field skills in construction and project management including the utilization of the latest project management tools to track and analyze project schedules, construction costs, design revisions, change orders, field work orders and contractor performance. Mr. Bermudez is a highly skilled communicator and analyst, adept at streamlining processes, managing efficient project teams and developing constructive working relationships with multiple project constituents. He understands the challenges and complexities of managing projects within a public environment and customizes his strategies and approach to ensure the success of each project from its inception through close-out. Mr. Bermudez will work as an extension of the City staff, overseeing the Project Team and consultants, participate in all key meetings, assist in the establishment of each project including setting goals and managing expectations, cost modeling, project documentation, assisting the City in establishing any standards, and establishing communication protocols. He is our designated Project Manager, overseeing the day-to-day activities and will be our primary point-of-contact, resolving issues and coordinating with the City project staff on a daily basis. He will be responsible for overall performance of our staff, and will work closely with all team members to ensure the highest level of communication, coordination and quality of work takes place.

INSPECTORS

JEFF NEUENBURG, EIT, INSPECTOR. Mr. Neuenburg has over six years of experience as a Staff Engineer and Field Technician in the practice of pavement inspection, soils observation and testing and concrete testing. His variety of experience includes major public sector projects including transportation, infrastructure, zoned embankment dams and water resources structure and educational facilities. He will continue to be focused on quality control and quality assurance, and confirming the contractor’s work complies with the construction plans and specifications.

ISAAC SERRANO, EIT, FIELD INSPECTOR. Mr. Serrano has over eight years of public sector construction inspection and material testing experience. His experience includes major public works projects with multiple agencies and also has experience working and inspecting educational facilities. Mr. Serrano will support our team conducting field inspections as necessary and support our project team with contract administration and engineering services including record documentation and project close-out.

DANA LOWTHER, SENIOR INSPECTOR. Mr. Lowther has over 20 years of experience in construction and inspection of public infrastructure. Mr. Lowther has been self-employed as a contractor, has worked for several contractors, and has worked for Special Inspection firms. Mr. Lowther excels in Construction Inspections and has strong field skills in construction management.

All, will be focused on quality control and quality assurance, and confirming the contractor’s work complies with the construction plans and specifications.
3. Personnel

SUSTAINING ENVIRONMENTS FOR CIVIC EXCELLENCE

SUPPORT SPECIALISTS

KATHLEEN PHALEN, P.E. QSD/QSP, ENGINEERING SUPPORT. Ms. Phalen has over 30 years of experience in civil and structural engineering analysis & design, project and construction management of public infrastructure projects, is a licensed Professional Engineer and is QSD/QSP certified. She has experience with planning, design and construction of infrastructure and building projects, and has a proven track record of managing projects of similar type and scale to those in the City's proposed projects. Ms. Phalen will be available to lend engineering support services and expertise to our Project team as required.

DALE MOLYNEUX, ESTIMATING MANAGER. Mr. Molyneux has over 30 years of experience in project management and estimating. He has specialized in preconstruction services for the past 15 years. His construction management services have included conceptual estimating, bid estimating and bid analysis, constructability reviews, sequencing and value engineering for a wide range of projects, including infrastructure, public facility projects, high and low rise apartment/condo structures and large site developments. Mr. Molyneux has also been a guest lecturer at San Jose State and UC Berkeley to discuss conceptual estimating. Mr. Molyneux will support the Project Team with estimating services at all phases of design including: schematic, conceptual, design development and plan set document (90% construction documents).

MICHAEL MURPHY, SCHEDULE MANAGER. Mr. Murphy has over 27 years supporting program and project teams in developing and/or reviewing schedules, analyzing project delays and productivity impacts. Responsibilities include guidance in overall corporate scheduling practices, as well as conducting job start-up reviews and ongoing project reviews. Performs entitlement and/or damages reviews related to claim demands, as well as prepares comprehensive analysis which include developing opinions for negotiations and/or alternative dispute resolution procedures. Mr. Murphy will work closely with our Project Team in developing, managing and monitoring the master and project schedules on the projects.

ADDITIONAL RESOURCES

Behind our Core Team are the resources of Swinerton, experts are available to answer and address any need that may develop for this Project. The following expertise is available to our Project Team:

- Procurement
- Information Technology (IT)
- Project Labor Agreement / Project Stabilization Agreement (PLA/PSA)
- Sustainability/CalGreen / Alternative Energy
- Estimating and Scheduling
- Building Information Modeling
- Alternative Delivery Methods
- Insurance
- Legal / Risk Management
- Industrial Hygiene
- Storm Water Protection Plan (SWPPP)
- Quality Control

BEST PRACTICES / LESSONS LEARNED

We have formed an internal "Project Advisory Committee" comprised of Program and Project / Construction Managers who are currently working on public facilities. The Advisory Committee will be a resource to our Project Team on such issues as best practices, lessons learned, collaboration, operational reviews and audits. We will hold periodic roundtables with the committee and the project team to share experiences and exchange ideas and/or solutions, and consult on a variety of issues and challenges.
Greg Armendariz, P.E., QSD/QSP
Project Executive

YEARS OF EXPERIENCE
30+

EDUCATION
B.S., Civil Engineering, San Jose State University

REGISTRATION
Registered Professional Engineer
California License # C40283

CERTIFICATION
QSD/QSP Certification #23717

Mr. Armendariz has over 30 years of experience in engineering, design, project management and construction management of Capital Improvement Projects, including freeway grade-separations and interchanges, public building facilities, parking garages, bridges, roadways, parks and trails, water, storm, recycled water and sewer utilities, pump stations, reservoirs, and Light Rail Transit facilities. His experience includes civil and structural engineering analysis and design, cost estimating, project scheduling and design manager. His construction management experience includes construction contract administration, constructability reviews, analysis and authorization of extra work and contract change orders, quality control, progress payment review and approval, coordination of phased projects, construction CPM schedule preparation, schedule delay analysis and schedule recovery; administration of Project Labor Agreements, project inspection, punchlist coordination, project commissioning, closeout and warranty period monitoring/coordination.

Mr. Armendariz also has experience as a City Engineer and Public Works Director, responsible for the engineering, operations and maintenance, and planning of the City’s public works infrastructure, parks and trails, public building and fleet operations. This includes development of asset management systems for aging infrastructure, master planning, financing strategies to renovate and replace aging infrastructure.

Interchange Improvements Experience
Mr. Armendariz has worked on the planning, design and management of several major highway interchange improvements while working as City Engineer & Project Engineer for the City of Milpitas, including the following projects:

- Interstate 880/Tasman Drive Overcrossing, Milpitas, CA, $10 Million
- Hwy 237/I-880 Interchange, Milpitas, CA, $75 Million
- Interstate 880/Dixon Landing Road, Milpitas, CA, $30 Million

Professional Experience

BUILDINGS

City of Milpitas, Public Library and Parking Garage, Milpitas, CA
Comprehensive project management of a new 60,000 square, two story library and 4 story parking garage. $50 Million.

City of Milpitas, Senior Center, Milpitas, CA
Comprehensive project management of a new 22,000 square-feet Senior Center. This green project involved the “adaptive re-use” of the old City library building. $12 Million.

City of Milpitas, City Hall, Milpitas, CA
Construction Project Manager of a four story City Hall (60,000 square-feet) and an underground parking garage. Project included Civic Center site improvements - parking lots and circulation improvements, landscaping, pond, waterfall and water fountains and off-site street improvements. $50 Million.

City of Milpitas Fire Stations, Milpitas, CA
Comprehensive project management of Fire Station No. 2 and Fire Station No. 3 kitchen, restroom and ADA improvements. $1 Million.
UTILITY IMPROVEMENTS

City of Menlo Park, US 101 / Willow Road Interchange, Menlo Park, CA
Project Executive. Reconstruction of the existing alignment to a partial cloverleaf interchange. The overcrossing will be replaced to provide eight lanes of traffic, sidewalks, class II bike lanes, and class I bike paths. The project realigns the on/off ramps, will construct new sound walls and retaining walls. The US 101/Willow Road Interchange Project is a significant capital project and affects local and regional transportation network. Services include project management, inspection services and coordination of utility relocations for the Cities of East Palo Alto and the City of Menlo Park, review the implementation of traffic control plans, coordinate relocation of various City owned water lines, serve as a liaison between CalTrans and the Cities during the reconstruction of the existing interchange. $60 Million.

City of Menlo Park Sharon Heights Pump Station, Menlo Park, CA
Project management services for the complete reconstruction of a Pump Station that provides potable water to the Stanford Linear Accelerator and approximately 20% of the residential community in the City of Menlo Park. The project involved complete pump station reconstruction, including replacement of new underground steel reinforced piping, construction of new pump station CMU block building, replacement of three pumps and motor assemblies rated at 250 hp, all automatic controls and instrumentation, new PG&E electrical services, control and pressure reduction valves and appurtenances. $3 Million.

City of Milpitas, Gibraltar Water Pump Station and Reservoir, Milpitas, CA
Managed project staff through the project conceptual and final design, and re-construction of a new water pump station controls building, and replacement of aging pump station infrastructure. $20 Million.

City of Milpitas, Main Sewage Pump Station, Milpitas, CA
Comprehensive project management of a new Main Sewage Pump Station and an operator building with offices and pump station controls. $20 Million.

BRIDGES, GRADE SEPARATIONS AND INTERCHANGES

Santa Clara County Transportation Agency, Multiple Bridges, Santa Clara County, CA
Project Manager for the Santa Clara County Transportation Agency. Responsibilities included structural analysis, design and construction management of new bridge projects and bridge rehabilitation. Responsible for the design and construction of a bridge replacement project on Buena Vista Road over Llagas Creek in Gilroy, California. $50 Million.

BRIDGES - SEISMIC RETROFIT AND REHABILITATION
Mr. Armendariz performed seismic analyses, design and construction of seismic retrofit and repair work to bridge foundations, columns, bridge railings, bridge abutments and superstructure. Design Engineer and Resident Engineer on the following Bridges:

* Wrights Station Bridge over Los Gatos Creek (historic bridge)
* San Antonio Road bridge over Central Expressway, ramps, and UPRR overhead
* San Tomas Expressway bridge over Winchester Boulevard
* Whisman Road bridge over Central Expressway
* Arques Road Bridge over Central Expressway
* Lincoln Avenue on ramp over Almaden Expressway
STREET PAVEMENT / RESURFACING

City of Milpitas, CA
Responsible for annual Street Pavement Resurfacing Program, including annual pavement condition assessment, programming projects, development of program funding and obtaining grants, design and construction of annual projects, and Public Works street maintenance and operations. $2 Million annually.

PUBLIC WORKS / CAPITAL IMPROVEMENT PROGRAM

City of Milpitas, CA
Five Year Capital Improvement Program: Responsible for the development of a comprehensive Capital Improvement Program, which identifies and prioritizes capital needs, develops a financing plan, and an implementation plan. The Capital Improvement Program included all of the City’s buildings, Parks, Water, Storm, Sewer and Street facilities.

Coyote Creek Trail
A Two (2) mile long, 12 foot wide, multi-use Class 1 trail placed on the east Coyote Creek levee. $2.5 Million.

Berryessa Creek Trail and Pedestrian Bridge
A 2,500 linear foot - 12 foot wide Class 1 Pedestrian Trail placed on Berryessa Creek levee, and a 125 foot single span truss pedestrian bridge (12’ wide.) $1 Million.

Calaveras Road Pedestrian Trail
A One (1) mile long, 10 foot wide Class 1 pedestrian trail along side Calaveras Road. Improvements included Creek slope protection, vehicle guard rail, pathway paving and trail signage. $0.5 Million.

Hetch Hetchy Trail
A 1/2 mile long, 12 foot wide Class 1 trail placed on Hetch Hetchy right-of-way, through the City of Milpitas. Other improvements included park benches, and trail heads, irrigation and landscaping. $0.5 Million.

ROADWAY AND UTILITY IMPROVEMENTS
Mr. Armendariz worked on the planning, design and construction management of several major roadway improvements including Federal and State grant administration, contract administration in accordance with Caltrans LAPM and Caltrans Construction Manuals, Claim avoidance/mitigation, multiple agency administration, coordination of utility relocation and undergrounding of overhead utilities, public outreach, streetscape including bio-swales, and contract closeout. Projects include:

- Montague Expressway Widening, including R/W Acquisition, Utilities & Landscaping, $20 Million.
- Landess Ave. & Park Victoria Boulevard Reconstruction (all night work due to traffic), $5 Million.
- Piedmont Road Realignment, $4 Million.
- Abel Street Reconstruction, including Undergrounding & Upsizing all Utilities, including a 24" Sewer Line. $15 Million.
- Main Street Reconstruction (multiple phases) including Undergrounding, $10 Million.
- Alder Street (new construction), $5 Million.
- Barber Street Widening, including Utility Relocations and a new 12" Sewer Pipeline, $6 Million.
- First Street Reconstruction, including Utility Undergrounding and a new 18" Sewer Line, $40 Million.
- Hwy 237/I-880 Interchange, including Utilities, R/W Acquisition, a 48" Sewer Line and Landscaping $75 Million.
Mr. Bermudez has over 20 years of management experience in design and construction of public infrastructure, including roadwork, parks and trials, while employed in both the public and private sectors. Mr. Bermudez excels in construction management, inspections and contract administration. In addition to his strong field skills, he provides strong quality control and highly technical capabilities on major public works and building projects. His construction and project management skills include the utilization of the latest tools such as Microsoft Project, Prolog, Constructware and Primavera Suretrak, to track and analyze project schedules, inspections, construction costs, design revisions, change orders, field work orders and contractor performance. Mr. Bermudez is versed in AutoCAD to review, revise and prepare design details as required to coordinate between the designer and contractor. Lastly, Mr. Bermudez is highly effective as a Construction Manager and contract administrator because he has excellent communication skills with the ability to work well with contractors through fair and honest implementation of the construction contract documents.

Professional Experience

City of Menlo Park, Santa Cruz Avenue Sidewalk, Menlo Park, CA
Project Manager. Project management and inspection services on new sidewalks, driveways, handicap ramps, pedestrian crosswalks and a new 12" diameter storm drain system with associated manholes and catch basins and the connection to existing systems. Scope of services also included review the implementation of traffic control plans, management of project schedule, progress payment requests, coordination with various outside agencies, coordination with local residents, management of weekly progress meetings, progress payments, change orders, review RFI's, submittals and document and cost controls. $3.8 Million.

City of Menlo Park, US 101 / Willow Road Interchange, Menlo Park, CA
Project Manager. Reconstruction of the existing alignment to a partial cloverleaf interchange. The overcrossing will be replaced to provide eight lanes of traffic, sidewalks, class II bike lanes, and class I bike paths. The project realigns the on/off ramps, will construct new sound walls and retaining walls. The US 101/Willow Road Interchange Project is a significant capital project and affects local and regional transportation network. Services include project management, inspection services and coordination of utility relocations for the Cities of East Palo Alto and the City of Menlo Park, review the implementation of traffic control plans, coordinate relocation of various City owned water lines, serve as a liaison between CalTrans and the Cities during the reconstruction of the existing interchange. $60 Million.

University of West Indies, Jamaica
Provided program and construction management services to North Star Development Jamaica Limited, who is under contract with the University of West Indies to design and construct a clean potable underground water system to the University's Mona Campus in Kingston, Jamaica. Scope of services for Phase One included the management of design and construction of one production well 10" in diameter with capacity of 500,000 gallon per day, approximately 820 feet deep and 3,000 feet horizontal infrastructure to deliver the water to the University campus water system. Part of phase one consisted in the design and construction of a permanent electrical system, permanent booster system and the construction of a temporary water storage tank and disinfection system, design of two 750,000 gallon permanent storage tanks. SMC's role was to be North Star Development "boots on the ground" in Jamaica providing construction management services in Jamaica. SMC also managed the project design team in San Francisco and coordinated the various logistical issues with all stakeholders and the University staff. Phase II consist on the construction of a second production well and the installation of the 1.5 million gallon storage tanks with their associated water level monitoring, water quality monitoring, revenue monitoring and treatment facilities. $5 Million.
City of San Carlos, East Side Connect and Old County Road Undergrounding Project, San Carlos, CA

Project Manager. Comprehensive construction management services improvements that included undergrounding of overhead utilities, completion of continuous and consistent sidewalks along both sides of Old Country Road, addition of pedestrian bulb outs to shorten crossing distances and slow traffic, completion of wheelchair ramps at all corners, widening of sidewalks to 7 feet, installation of decorative pavement at crosswalks, planting of new street trees, installation of decorative, high-efficiency street lights, planting areas to treat storm water, bicycle improvements on East San Carlos Avenue and Old County Road, relocation and signalization of existing pedestrian crossing. This project included funding sources from the Metropolitan Transportation Commission and from the Transportation Development Act Article 3 Grant. $5.9 Million.

East Side Union High School District, Districtwide Projects, San Jose, CA

Project Manager. Comprehensive project/construction management services for districtwide projects that affect all 23 school sites, including: swimming pool reconstruction, energy services contracts (ESCO), security camera systems, fire alarm systems replacement, mechanical (HVAC, Electrical (Switchgear and Electrical Panels) wireless network upgrades and roof replacements, utilizing the design/build delivery method. Scope of services also includes project coordination with stakeholders, school administrators, Division of the State Architect, Board of Trustees, replacement of portable classrooms, building interior renovations, replacements and upgrades of domestic waterlines, exterior painting, site lighting, ADA compliance upgrades to restrooms and interim housing. $75 Million. Key projects include:

- Fire Alarm Upgrades, $19 Million
- Security Cameras, $9 Million
- Swimming Pools, $22 Million
- HVAC Improvements $11 Million
- Photovoltaics and Energy Management Systems, $6 Million
- Electrical Switchgear Improvements, $4 Million
- Roof Replacements, $8.2 Million

City of Concord 2013 / 2014 Annual Slurry Maintenance Program, Concord, CA

Construction management services for the Annual Slurry Maintenance Program. Scope of work consists of HMA digouts, slurry seal, concrete curb, gutter and sidewalk replacements, shoulder backing, and striping on multiple streets, requiring coordination with utility company projects in the work area, coordination of public notification and handling special access needs of certain residents. Scope of work also included reviewing a parking lot at a municipal golf course which considered slurry and overlays. Also coordinated with golf course operations. $1.5 Million.

City of Concord, Program and Construction Management Services, Concord, CA

Providing ongoing comprehensive program and construction management services to the City of Concord for various roadways, infrastructure, parks and building projects. Scope of services are comprehensive and includes pre-planning, programming, project implementation and prioritization, development of budgets and schedule, community outreach, design management, coordination with City and regulatory agencies, prequalification, CalTrans, permitting, bid management, preparation of RFQ's and RFP's to initiate environmental studies and design, construction management and project close-out. The program involves roadways, building improvements, parks, trails and pathway improvements, sewer rehabilitation, annual paving and street resurfacing program, ADA improvements, sewer repairs, utilities, pavement resurfacing and restroom modifications. $25 Million.
Jorge I. Bermudez  
Project Manager

- Monte Gardens Sewer Rehabilitation  
- Monument Trail  
- Sewer Rehabilitation Projects - Various Locations  
- 2014 Annual Street Pavement and Resurfacing Program  
- Pine Hollow Retaining Wall  
- Cowell Road Sewer Repairs near BART  
- Purchasing Building Renovation  
- Farm Bureau Road Safe Routes to School  
- Cowell Smoke Stack  
- Utilities Coordination

City of South San Francisco, Capital Improvement Program Management Services, South San Francisco, CA  
Project Manager. Program Management and construction management services on over 20 projects including park improvements, utility undergrounding, sewer and stormwater utilities, traffic system improvements, bike lanes, roadway and sidewalks, public facilities including: Citywide ADA improvements, restroom renovations, library entrance and corporation yard stockpile shelter. Working with the City staff on all aspects of the Capital Improvement Program delivery, from project definition and feasibility studies to estimating, obtaining permits, project coordination with City departments, design management, RFP preparation, schedule and budget management, bid management including bid marketing, solicitation and award, writing staff reports, meeting with stakeholders, managing the construction and inspections, grant administration and project close-out. $12 Million. Projects include:

- Various Sewer and Storm Drain Utilities - $2.5 Million  
- Multiple Streets and Traffic System Improvements - $1.9 Million  
- Parks and Playground Renovations - $1.2 Million  
- Numerous Public Facility Renovations - $1.3 Million

City of Menlo Park Sharon Heights Pump Station, Menlo Park, CA  
Project management services for the complete reconstruction of a Pump Station that provides potable water to the Stanford Linear Accelerator and approximately 20% of the residential community in the City of Menlo Park. The project involved complete pump station reconstruction, including replacement of new underground steel reinforced piping, construction of new pump station CMU block building, replacement of three pumps and motor assemblies rated at 250 hp, all automatic controls and instrumentation, new PG&E electrical services, control and pressure reduction valves and appurtenances. $3 Million.

City of Menlo Park 2014 - 2015 Street Reconstruction, Menlo Park, CA  
Project management and inspection services for the 2014 - 2015 street reconstruction program. Scope of work included complete street reconstructions, ADA ramps installation and modifications, new sidewalks, curb and gutter replacements, construction of storm drainage facilities, construction and installation of speed bumps, utility adjustments and valley gutter replacements. $4.5 Million.

City of Concord Monte Garden Sewer Replacement, Concord, CA  
Construction management services for the construction of a 8" PVC sewer mainline in a residential neighborhood. A total of 2,700 LF with 70 laterals of sewer main was installed. Extensive public outreach was necessary to coordinate service interruptions. Scope of work also included traffic control and asphalt concrete pavement. Scope of services includes management and inspection of the general contractor's work, construction administration including documentation of the CalTrans Local Procedures Manual and CalTrans Construction Manual, change order reviews, submittals, field
inspections, photographic documentation, utility coordination including QSP/QSD quality assurance services to monitor general contractor’s implementation of the SWPPP plus SMARTS logging after storm events, including documentation and draft of the SWPPP Plan review prior to bidding. $0.95 Million.

City of Menlo Park, On-Call Services, Menlo Park, CA
Construction management Services for various projects including street resurfacing, sidewalk and storm drainage replacement, construction of new underground water well and pump station, water line replacements, and water storage tank roof replacement. Worked with City Staff on all aspects of the Capital Improvement Program through various phases including project definition, project coordination with various City departments, design and budget management, bid management, managing construction and inspections. $12 Million. Projects Included:

- Santa Cruz Avenue Sidewalk Project - $3.5 Million
- 2016-2017 Resurfacing Project - $4.0 Million
- Corporation Yard Well Project - $0.5 Million
- Warner Range Water Line Replacement - $1.2 Million
- Sand Hill Reservoir Roof Replacement - $1.5 Million
- Independence Water Line Replacement - $1.5 Million

City of Milpitas, Milpitas, CA
Served 11 years with the City of Milpitas as an Assistant Civil Engineer with increasing levels of project and construction management experience during that time. Managed major capital improvement projects serving as Project Lead, from design through construction, implementing quality control opportunities every step of the way for street improvement projects, buildings, sewer and water pump station projects with SCADA, hazardous material abatement and site restoration, solar panel installations, park improvements, audio visual rehabilitation, and many more. He was responsible for development projects from concept phase, to design, through construction, and during contract initiation, change order negotiation and documentation, review and approval of progress payments and project close-out administration and document. He served as liaison with the Department of Public Works to ensure improvement projects were consistent with city standards and satisfied future maintenance functions and was responsible for coordinating with inspectors and contractors.

Projects with the City of Milpitas included:
- City of Milpitas City Hall, $50 Million
- City of Milpitas Main Library Improvements, $50 Million
- McCarthy & Gibraltar Pump Stations Improvements with SCADA, $20 Million
- City of Milpitas City Hall Audio Visual Upgrades, $1.5 Million
- Solar Panels Design and Installation of 1.0 Megawatt at Three City Pump Station Facilities
- Abel Street Utility Rehabilitation, $6 Million
- Community Center HVAC Upgrade, $0.5 Million.
- Jacklin Road Improvements, $1 Million
- Windsor Street Realignment, $2.5 Million
- Milpitas Boulevard Water Main Project, $6 Million
- Annual Street Resurfacing Program, $5 Million
- Ayer Water Pump Station Reconstruction, $2 Million
- Cracolice Building HVAC and Re-roofing
Jorge I. Bermudez  
Project Manager

City of Richmond’s Via Verdi Road Repair and San Pablo Creek Restoration, Richmond, CA  
Construction Administrator and Inspector on the Via Verdi Repair and San Pablo Creek Culvert Replacement Project. This project includes the restoration of a failed large diameter culvert pipe, reconstruction of a new roadway, new utilities including PG&E gas and electric, water, storm and sewer infrastructure. This project was funded entirely by Federal and State grants. Specific responsibilities included assuring that all the documentation was in compliance with CalTrans Local Procedures Manual and claims management. This project was performed on an accelerated schedule due to permit restrictions on construction work that took place in navigable waterways of the US. $8 Million.

City of Concord Monument Trail, Concord, CA  
Construction management services for the construction of a Class 1, Federally funded 2400-feet Bicycle trail that parallels State Route 242. Scope of works includes traffic control, concrete pavement and asphalt concrete pavement over lime-treated sub-base including bicycle trail markings and signage, concrete curb and gutters, drainage facilities, landscape and irrigation, electrical power pedestal and electrical lighting. Trail was constructed on top of an existing high risk utility (Kinder Morgan Fuel Line) that runs the entire length of the trail project. Scope of services includes management of the general contractor’s work, construction administration including documentation of the CalTrans Local Procedures Manual and CalTrans Construction Manual, change order reviews, submittals, field inspections, photographic documentation, utility coordination including QSP/QSD quality assurance services to monitor general contractor’s implementation of the SWPPP plus SMARTS logging after storm events, including documentation and draft of the SWPPP Plan review prior to bidding. $0.5 Million.

Highway 101 and Highway 280 Seismic Retros on Multiple Projects, San Francisco, CA  
Construction Engineer for Kiewit Pacific providing construction engineering, field support and inspection services for the seismic retrofit of Highway 101, Highway 280 and Highway 4 in the Bay Area. He was responsible for cost estimates, designing falsework, producing trend charts to identify schedule impact and correction, inspection and for purchasing construction materials for three major projects. $32 Million.

OTHER PROJECTS INCLUDE:
- San Mateo Sewer Treatment Plant Rehabilitation Projects, $20 Million
- Several Highway 101 and Highway 280 Improvement Projects, $25 Million
- Highway 4 Widening Project, $17 Million
Mr. Neuenburg has over five years of experience as a Staff Engineer and Field Technician in the practice of pavement inspection, soils observation and testing and concrete testing. His variety of experience includes major transportation infrastructure projects as well as zoned embankment dams and water resources structures. In addition, he has worked on educational and public works projects throughout the San Francisco Bay. His focus of work experience is in the construction quality control arena with an emphasis on earthwork.

Professional Experience

**City of San Bruno, Jenevein Avenue Sewer Replacement, San Bruno, CA**

Construction Inspector. Construction management and inspection services a sewer replacement project including horizontal directional drilling, over 2,000 feet of open trench sewer construction, manhole replacement and roadway milling and overlay. $1.5 Million.

**City of San Bruno, Trenton Sewer Replacement, San Bruno, CA**

Construction Inspector. Construction management and inspection services sewer construction and cure-in-place lining. Project included over 2,000 feet of open trench sewer construction, CIPP lining, top-hat installation at re-instated sewer laterals, manhole rehabilitation and slurry seal of roadway. $1.3 Million.

**County of Santa Cruz, Various Street Projects, Santa Cruz, CA**

Primary Technician providing observation and testing services for quality assurance during slurry seal and chip seal for various locations in Santa Cruz County. Monitored the surface preparation receiving chip seal before spraying emulsion, monitored spray rate and aggregate distribution for uniformity. Provided sampling of the emulsion and aggregates for laboratory testing. $2 Million.

**City of Concord, Concord Various Streets Preservation, Concord, CA**

Pavement Inspector. Scope of work consisted of mobilization, traffic control, cold planing asphalt concrete pavement, full depth reclamation (FDR), rubberized hot mix asphalt (RHMA) and hot mix asphalt (HMA) paving, dig-outs, signing, striping and pavement delineation. This is a CalTrans Local Assistance project. $1.2 Million.

**City of Concord, Fiscal Year-End Pavement Rehabilitation, Concord, CA**

Construction management and Inspection Services on a highly visible paving project that consisted of Rubberized Hot Mix Asphalt (RHMA) and Cold-In-Place Recycling on two separate important roadways in the City. The work included Community Outreach and close coordination with local residents and businesses. The scope of work included installation of a new underground RCP storm drain line, new underground fiber optic conduit, interconnect conduit and traffic loops. The work on Sylvio Street also included new ADA curb ramps, milling of existing pavement, and new RHMA. The work on Oak Grove Road, included coordination with another City project to install a traffic signal at Sierra Street, new ADA curb ramps, CIR (pavement removal and recycling onsite) and placement of new Hot Mix Asphalt (HMA) pavement. New signage and pavement striping were also included on both streets. Construction value: $1.8 Million.

**City of South San Francisco, Capital Improvement Program Management Services, South San Francisco, CA**

Construction Inspector. Program Management and construction management services on over 20 projects including park improvements, utility undergrounding, sewer and stormwater utilities, traffic system improvements, bike lanes, roadway and sidewalks, public facilities including: Citywide ADA improvements, restroom renovations, library entrance and corporation yard stockpile shelter. Working with the City staff on all aspects of the Capital Improvement Program delivery, from project definition and feasibility studies to estimating, obtaining permits, project
coordination with City departments, design management, RFP preparation, schedule and budget management, bid management including bid marketing, solicitation and award, writing staff reports, meeting with stakeholders, managing the construction and inspections, grant administration and project close-out. $12 Million. Projects include:
- Various Sewer and Storm Drain Utilities - $2.5 Million
- Multiple Streets and Traffic System Improvements - $1.9 Million
- Parks and Playground Renovations - $1.2 Million
- Numerous Public Facility Renovations - $1.3 Million

Contra Costa County, Upper Sand Creek Basin, Antioch, CA
Field Representative and Onsite Lab Manager for the quality assurance testing for the Division of Safety of Dams Jurisdictional project. As part of the construction management team, was responsible for performing observation and testing of each materials for the embankment construction, cement treated base weir construction, obtaining structural concrete test specimens and oversaw the onsite laboratory testing operations. Also responsible for data acquisition and organization, engineering calculations, analysis and presentation. Field duties include sand cone and nuclear gauge density testing, concrete and soils sampling. $10 Million.

SMART, Sonoma Marin Area Transit District, Sonoma, CA
Primary Earthwork Technician for the initial stages of the track and structure development for the 70-mile long diesel mechanical unit railway project. Responsible for quality control testing and monitoring of various railroad components, including railroad drainage systems in wetland areas, railway bedding, retaining walls, structure backfill, AC testing and sampling at on-grade crossings. $690 Million.

City of Foster City, Lakeside Drive Improvements, Foster City, CA
Periodic nuclear gauge testing. Provided earthwork observation and testing services.

City of Berkeley, West Street Improvements, Berkeley, CA
Periodic nuclear gauge testing. Provided earthwork observation and testing services.

City of Berkeley, Ashby Avenue, Sewer Rehabilitation, Berkeley, CA
Periodic nuclear gauge testing. Provided earthwork observation and testing services.

City of Berkeley, Adeline Street, Sewer Rehabilitation, Berkeley, CA
Periodic nuclear gauge testing. Provided earthwork observation and testing services.

City of Berkeley, Cader Street, Sewer Rehabilitation, Berkeley, CA
Periodic nuclear gauge testing. Provided earthwork observation and testing services.

City of Berkeley, Safe Routes to Transit, Berkeley, CA
Periodic nuclear gauge testing. Provided earthwork observation and testing services.
Isaac A. Serrano, E.I.T.
Inspector

Mr. Serrano has over eight years of public sector construction management and inspection experience. His experience includes major public works projects and working with multiple city agencies in the Bay Area, and is an Engineer In Training.

Professional Experience

City of Menlo Park, US 101 / Willow Road Interchange, Menlo Park, CA
Reconstruction of the existing alignment to a partial cloverleaf interchange. The overcrossing will be replaced to provide eight lanes of traffic, sidewalks, class II bike lanes, and class I bike paths. The project realigns the on/off ramps, will construct new sound walls and retaining walls. The US 101/Willow Road Interchange Project is a significant capital project and affects local and regional transportation network. Services include project management, inspection services and coordination of utility relocations for the Cities of East Palo Alto and the City of Menlo Park, review the implementation of traffic control plans, coordinate relocation of various City owned water lines, serve as a liaison between CalTrans and the Cities during the reconstruction of the existing interchange. $60 Million.

City of San Bruno, 2015 Street Rehabilitation Project, San Bruno, CA
Project Engineer. Rubberized cape seal and slurry seal resurfacing of various streets throughout the City of San Bruno. Reviewed project plans and specifications and performed field investigations of project scope. Provided project coordination and inspection. $300,000.

University of West Indies, Jamaica
Provided program and construction management services to North Star Development Jamaica Limited, who is under contract with the University of West Indies to design and construct a clean potable underground water system to the University's Mona Campus in Kingston, Jamaica. Scope of services for Phase One included the management of design and construction of one production well 10" in diameter with capacity of 500,000 gallon per day, approximately 820 feet deep and 3,000 feet horizontal infrastructure to deliver the water to the University campus water system. Part of phase one consisted in the design and construction of a permanent electrical system, permanent booster system and the construction of a temporary water storage tank and disinfection system, design of two 750,000 gallon permanent storage tanks. SMC's role was to be North Star Development "boots on the ground" in Jamaica providing construction management services in Jamaica. SMC also managed the project design team in San Francisco and coordinated the various logistical issues with all stakeholders and the University staff. Phase II consists of the construction of a second production well and the installation of the 1.5 million gallon storage tanks with their associated water level monitoring, water quality monitoring, revenue monitoring and treatment facilities. $5 Million.

City of Menlo Park, 2016 Annual Resurfacing Program, Menlo Park, CA
Project Engineer. Resurfacing of various streets throughout the City of Menlo Park. Provided field support and inspection during street resurfacing for compliance with contract documents. $4.5 Million.

City of Menlo Park Sharon Heights Pump Station, Menlo Park, CA
Project management services for the complete reconstruction of a Pump Station that provides potable water to the Stanford Linear Accelerator and approximately 20% of the residential community in the City of Menlo Park. The project involved complete pump station reconstruction, including replacement of new underground steel reinforced piping, construction of new pump station CMU block building, replacement of three pumps and motor assemblies rated at 250 hp, all automatic controls and instrumentation, new PG&E electrical services, control and pressure reduction valves and appurtenances. $3 Million.
City of South San Francisco, Capital Improvement Program Management Services, South San Francisco, CA

Project Engineer. Program Management and construction management services on over 20 projects including park improvements, utility undergrounding, sewer and stormwater utilities, traffic system improvements, bike lanes, roadway and sidewalks, public facilities including: Citywide ADA improvements, restroom renovations, library entrance and corporation yard stockpile shelter. Working with City staff on all aspects of the Capital Improvement Program delivery, from project definition and feasibility studies to estimating, obtaining permits, project coordination with City departments, design management, RFP preparation, schedule and budget management, bid management including bid marketing, solicitation and award, writing staff reports, meeting with stakeholders, managing the construction and inspections, grant administration and project close-out. $12 Million. Projects include:

* Various Sewer and Storm Drain Utilities - $2.5 Million
* Multiple Streets and Traffic System Improvements - $1.9 Million
* Parks and Playground Renovations - $1.2 Million
* Numerous Public Facility Renovations - $3 Million

City of San Carlos East Side Connect and Old County Road Undergrounding, San Carlos, CA

Project Engineer. Comprehensive construction management services improvements for undergrounding of overhead utilities, completion of continuous and consistent sidewalks along both sides of Old Country Road, addition of pedestrian bulb outs to shorten crossing distances and slow traffic, completion of wheelchair ramps at all corners, widening of sidewalks to 7 feet, installation of decorative pavement at crosswalks, planting of new street trees, installation of decorative, high-efficiency street lights, planting areas to treat storm water, bicycle improvements on East San Carlos Avenue and Old County Road, relocation and signalization of existing pedestrian crossing. This project included funding sources from the Metropolitan Transportation Commission and from the Transportation Development Act Article 3 Grant. Responsibilities included site inspections, progress payments, RFI’s, review of potential change orders, budget projections and coordination with businesses and the public. $5.9 Million.

East Side Union High School District, Districtwide Projects, San Jose, CA

Comprehensive project/construction management services for districtwide projects that affect all 23 school sites, including: swimming pool reconstruction, energy services contracts (ESCO), security camera systems, fire alarm systems replacement, mechanical (HVAC, Electrical (Switchgear and Electrical Panels) wireless network upgrades and roof replacements, utilizing the design/build delivery method. Scope of services also includes project coordination with stakeholders, school administrators, Division of the State Architect, Board of Trustees, replacement of portable classrooms, building interior renovations, replacements and upgrades of domestic waterlines, exterior painting, site lighting, ADA compliance upgrades to restrooms and interim housing. Project responsibilities included assisting with review of plans and specifications, bid document preparation, project and construction coordination, and provide recommendation of site conditions for improvements to paving, landscape and ADA accessibility issues. Utilized EADOC project management system. $75 Million. Key projects include:

* Fire Alarm Upgrades, $19 Million
* Security Cameras, $9 Million
* Swimming Pools, $22 Million
* HVAC Improvements $11 Million
* Photovoltaics and Energy Management Systems, $6 Million
* Electrical Switchgear Improvements, $4 Million
* Roof Replacements, $8.2 Million
Cupertino Union School District, on Management Services, Cupertino, CA

Project and Construction Management Services for the District's Measure H Program for improvements and modernizations to 20 schools requiring comprehensive project and construction management services including: planning, bid management, construction oversight and management, coordination, administration, scheduling, consulting and advice and related services. The scope of work includes seismic upgrades, roof replacements, replacement of portable classrooms, building interior renovations, data infrastructure upgrades, replacements and upgrades of domestic waterlines, exterior painting, site lighting, ADA compliance upgrades to restrooms and interim housing. Project responsibilities included assisting with review of plans and specifications, project and construction coordination, bid documents, site walks, review and provide recommendation of site conditions for improvements to paving, landscape and ADA accessibility issues. Utilized EADOC project management system. $220 Million.

City of Milpitas, Gibraltar Water Pump Station and Reservoir, Milpitas, CA

Project Engineer. Managed project staff through the project conceptual and final design, and reconstruction of a new water pump station controls building, and replacement of aging pump station infrastructure. Recent air quality regulations mandated replacement of pump station 4 diesel engines with electric motors. Other work included replacement of pumps, and variable frequency drives, and seismic retrofit improvements. Responsibilities included processing change orders, RFIs, progress payments, submittals, weekly project meeting and site inspections. $20 Million.

City of Milpitas, BART San Jose / Milpitas Extension, San Jose, Milpitas, CA

Project Engineer. BART alignment and station in the City of Milpitas that included track alignment, utility relocations, both public and private, grade separations, roadway reconstruction and improvements, landscaping and surface improvements. Worked with VTA and the City of Milpitas in the development of a utility relocation list, prepared Technical Memorandum for a utility relocation cost estimate. Responsibilities also included document control, coordination of third-party utility relocations with the City publics right-of-way, coordinated BART related construction activities, attended and participated in key meetings, coordinated encroachment permit applications, site reviews, resolved construction issues with respect to utility conflicts, traffic control, surface improvements and participated in project close-out.

City of Concord, 2014 Annual Street Pavement and Resurfacing Program, Concord, CA

Project Engineer. Resurfacing and restriping of various streets throughout the City of Concord. Reviewed project plans and specifications and performed field investigations of project scope. Assisted with quantity take-offs and provided site inspections. $2 Million.

City of Milpitas, Great Mall Boulevard Median Landscaping, Phase 1 - Recycle Water Main, Milpitas, CA

Project Engineer. This project extended the recycled water distribution system to serve future median landscaping. BART Milpitas Station and the Transit Area private development. Included open trench, directional drill, and bore and jack construction methods. Assisted in reviewing plans, specifications and submittals. Performed quantity take-offs and grading calculations, managed and organized project files and logs. Responsibilities also included project coordination with other agencies and utility companies.

City of Milpitas, Various Capital Improvement Projects, Milpitas, CA

Responsibilities included; field review and inspection, review of project plans and specifications, assisted in managing and organizing construction material submittals, review of contractor's red-lined as-builts, conducted field survey of traffic signs, researched causes of City water main breaks and prepared report and presentation and assisted in managing emergency soundwall repair from bidding, contract award through construction and completion.
Ronald "Dana" Lowther
Inspector

YEARS OF EXPERIENCE
20+

REGISTRATION
General Contractor B
License #754132

REFERENCES
Mr. Allen Chamberlain
President, A.A.
Chamberlain and
Associates
(951) 252-7230

Mr. Ron Kammeyer
CLARB
San Jacinto Ca
(951) 537-8585

Mr. Lowther has over 20 years of experience as a licensed general contractor/project manager in both the private and public sectors. His experience includes several projects such as the construction of new development housing for the city of San Jacinto Ca, Habitat for Humanity, as well as numerous assisted living projects in the inland empire. Mr. Lowther has provided services such as constructability reviews of project improvement plans and specifications, daily inspections, contract compliance, Punch list/ Final Inspection reviews.

Professional Experience

Manzanita Gardens Apartments, San Jacinto, CA
Supervised and participated in Installation new fire hydrant lines, and new super hydrants, curb and gutter, ADA access, parking, striping and new carports. $5.75 Million.

Horseshoe Lane, Hemet, CA
Managed, constructed and aided in design of four (4) executive homes on 1.77 acre lots. Scope of work included all grading, dry and wet utilities, curb and gutter, paving, fire protection, drainage, city parkway, street lights and all necessary ADA requirements. $3.10 Million.

MAACO Auto Body, Hemet, CA
Managed and coordinated complete project from conception, grading, drainage, erection of steel building, T.I. improvements, dry and wet utilities, curb and gutter, paving, parking and striping, ADA requirements, Signage, fire lanes, landscaping, installation of all proprietary MAACO ovens, spray booths, and necessary fire protection. $1.6 Million.

Stathaven Assisted Living, Hemet, CA
Observed, documented and constructed 15,000 square-feet of a Alzheimer Care Facility complete from conception to completion. Scope of work included grading, facility construction, paving, parking, curb and gutter, drainage, ADA requirements and Alzheimer requirements. $2 Million.

Yorkshire Assisted Living Housing 1, 2 and 3, Hemet, CA
Coordinated, managed and supervised 11,000 square-feet and 10,000 square-feet assisted living facilities, and 1,700 square-feet Alzheimer care facility from conception to completion, grading, paving, ADA access, striping, parking, lighting and landscaping, signage. $3.15 Million.

Soboba Springs Championship Golf Course Restaurant, San Jacinto, CA
Management and supervision of 8000 square-feet remodel of restaurant while retaining operation of business. Coordinating with management and staff to ensure cleanliness of an"A" health rated eating facility during a major renovation. Supervised structural steel and lightweight framing installation, ADA access, paving, striping, lighting and parking. $1.5 Million.

Habitat for Humanity International, Low Income Housing, San Jacinto, CA
Three (3) home subdivision for low income residents. Responsibilities included supervision and construction from conception to completion. Scope of work included conducting pre-job meetings, coordination of all sub contractors, sweat equity labor from awardees of homes, verifying progress for all inspections by city and county officials.

City of San Jacinto, Community Redevelopment, Low Income Housing, San Jacinto, CA
Eight (8) home subdivision for medium to low income residents. Responsibilities included supervision, management, design and coordination for complete project. Scope of work included Pre-job meetings, inspections, and safety on site. Scope of work included all onsite and offsite, inspections from city and county, paving, curb and gutter, wet and dry utilities.
4. EXPERIENCE
City of Menlo Park Sharon Heights Pump Station

LOCATION
Menlo Park, California

CLIENT
City of Menlo Park

DESIGN ENGINEER
Carolla Engineers

VALUE
$3 Million

COMPLETION DATE
August 2015

DELIVERY METHOD
Design/Bid/Build

PROJECT HIGHLIGHTS
• Comprehensive Project and Construction Management Services
• Design Management
• Bid Management
• Coordination with City Depts.
• Community Engagement and Outreach
• Permitting
• Utility Coordination
• Staff Augmentation

REFERENCE
Mr. Ruben Nino
Engineering Manager / City Engineer
City of Menlo Park
701 Laurel Street
Menlo Park, CA 94025
(650) 339-1503 (Mobile)
rnino@menlopark.org

Scope of services includes comprehensive project and construction management services for the City of Menlo Park’s Sharon Heights Pump Station.

The Sharon Heights Pump Station provides potable water to the Stanford Linear Accelerator and approximately 20% of the residential community in the City of Menlo Park. The project involved complete pump station reconstruction, including replacement of three pumps and motors rated at 250 hp, new pump house building, all controls, piping, new PG&E electrical services, control and pressure reduction valves and appurtenances.

Services included design management, coordination of City front-end contract document with technical specifications, bidder prequalification document preparation, pre-bid services, preparation of City Council report and background material for construction contract award; coordination with City’s Water Operations contractor, scheduling, obtaining permit approvals from the Building department and outside agencies, preconstruction meeting and ongoing weekly construction meetings to coordinate the work, maintain projects on schedule and resolve technical issues, process RFI’s, submittals, document control, and review and make recommendations on Contract Change orders, coordination with PG&E for both temporary and permanent electrical power, review and process contractor progress payments and ongoing coordination.
City of Menlo Park - Santa Cruz Avenue Sidewalk Improvements

LOCATION
Menlo Park, California

CLIENT
City of Menlo Park

DESIGN ENGINEER
BKF Engineers

VALUE
$3.8 Million

COMPLETION DATE
September 2017

DELIVERY METHOD
Design/Bid/Build

PROJECT HIGHLIGHTS
- Comprehensive Project Management Services
- Traffic Control
- Inspection Services
- Utility Coordination
- Community Outreach

REFERENCE
Ms. Rene Punsalan
Traffic Engineer
City of Menlo Park
701 Laurel Street
Menlo Park, CA 94025
(650) 330-6758
rapslalan@menlopark.org

TEAM MEMBERS
Jorge Bermudez
Greg Armendariz
Brett Lowther

Scope of services includes comprehensive project management and inspection services for the City of Menlo Park's Santa Cruz Avenue Sidewalk Improvements.

The project provides for new storm drainage system, new sidewalks, driveways, handicap ramps, pedestrian cross walks etc. The project involves the construction of new sidewalks, the installation of a 12" diameter storm drain system with associated manholes and catch basins and the connection to existing systems.

Scope of services includes comprehensive project management and inspection services, review the implementation of traffic control plans, management of project schedule, progress payment requests, coordination with various outside agencies, coordination with local residents, management of weekly progress meetings, review and approval of progress payments, change order negotiations, review RFI's, submittals and document and cost control.
City of Menlo Park - US 101 / Willow Road Interchange

LOCATION
Menlo Park, California

CLIENT
City of Menlo Park

DESIGN ENGINEER
CalTrans

VALUE
$60 Million

COMPLETION DATE
September 2018

DELIVERY METHOD
Design/Bid/Build

PROJECT HIGHLIGHTS
- Comprehensive Project Management Services
- Extensive Coordination with Multiple Agencies and Municipalities
- Inspection Services
- Utility Coordination

REFERENCE
Ms. Angela Obeso
Traffic Engineer
City of Menlo Park
701 Laurel Street
Menlo Park, CA 94025
(650) 330-6739
aroobeso@menlopark.org

TEAM MEMBERS
Jorge Bermudez
Greg Armentoriz
Isaac Serrano
Robert Kagiyama

Scope of services includes comprehensive project management, inter-agency coordination with CalTrans, Cities, Utility Companies, West Bay Sanitation District and the San Mateo Country Transportation Authority.

Reconstruction of the existing alignment to a partial cloverleaf interchange. The overcrossing will be replaced to provide eight lanes of traffic, sidewalks, class II bike lanes, and class I bike paths. The project realigns the on/off ramps, will construct new sound walls and retaining walls.

The US 101/Willow Road Interchange Project is a significant capital project and affects local and regional transportation network. While CalTrans would be responsible for project implementation, significant coordination from Cities staff is required for monitoring and coordination with the various agencies.

Services includes full time project management, project inspection services, and coordination of utility relocations for the Cities of East Palo Alto and the City of Menlo Park, review the implementation of traffic control plans, coordinate relocation of various City-owned water lines, serve as a liaison between CalTrans and the Cities during the reconstruction of the existing interchange.
City of Concord - Comprehensive Program and Construction Management Services

LOCATION
Concord, California

CLIENT
City of Concord

DESIGN ENGINEER
Harris, RBF, PEI and Others

VALUE
$25 Million

COMPLETION DATE
June 2015 - 2017

DELIVERY METHOD
Design/Bid/Build

PROJECT HIGHLIGHTS
- Comprehensive Program and Construction Management Services
- CIP Programming
- Multiple Funding Sources
- Bid Management
- Coordination with City Depts.
- Community Engagement and Outreach
- Permitting
- Utility Coordination
- Staff Augmentation

REFERENCE
Mr. Mario Camorongan
City Engineer
City of Concord
1850 Gasoline Alley
Concord, CA 94520
(925) 671-3021
Mario.camorongan@cityofconcord.org

Providing ongoing comprehensive program and construction management services to the City of Concord for various roadways, infrastructure, parks and building projects.

Scope of services are comprehensive and includes pre-planning, programming, project implementation and prioritization, development of budgets and schedule, community outreach, design management, coordination with City and regulatory agencies, prequalification, CalTrans, permitting, bid management, preparation of RFQ’s and RFP’s to initiate environmental studies and design, construction management and project close-out. The program involves roadways, building improvements, parks, trails and pathway improvements, sewer rehabilitation, annual paving and street resurfacing program, ADA improvements, sewer repairs, utilities, pavement resurfacing and restroom modifications. Projects include:

- Monte Gardens Sewer Rehabilitation
- Cowell Road Sewer Repairs near BART
- Monument Trail
- Purchasing Building Renovation
- Farm Bureau Road Safe Routes to School
- Centre Concord Building Improvements
- Park, Trail and Pathway Improvements - Various Locations
- Sewer Rehabilitation Projects - Various Locations
- 2014 Annual Street Pavement and Resurfacing Program
- Monument Boulevard - Pedestrian and Bicycle Trails
- Monument Boulevard - ADA Improvements
- Concord Boulevard Roadway Improvements
- Todos Santos Plaza Archway

SWINERTON MANAGEMENT & CONSULTING - A EXPERIENCE
City of East Palo Alto - Project Management Services

LOCATION
East Palo Alto, California

CLIENT
City of East Palo Alto

DESIGN ENGINEER

VALUE
$25 Million

COMPLETION DATE
2017

DELIVERY METHOD
Design/Bid/Build

PROJECT HIGHLIGHTS
• Comprehensive Project Management Services
• Grant Management
• Bid Management
• Coordination with City Depts.
• Community Engagement and Outreach
• Permitting
• Right-of-Way

REFERENCE:
Mr. Kamal Fallaha
Director of Public Works
City of East Palo Alto
1960 Tate Street
East Palo Alto, CA 94303
(650) 853-3117
(650) 906-7482-Mobile
kfallaha@cityofepa.org

Provided comprehensive project management services to the City of East Palo Alto for various Roadway and Infrastructure Projects.

Scope of services are comprehensive and include planning, project implementation and prioritization, development of budgets and schedule, community outreach, design management, coordination with City and regulatory agencies, CalTrans, permitting, bid management, preparation of RFP’s to initiate environmental studies and design management. Projects include:

University Avenue Interchange Improvements. Bridge widening to accommodate 12’ wide Class 1 bicycle/pedestrian facility, and Northbound and Southbound off-ramp improvements.
Highway 101 Pedestrian Overcrossing. New 18’ wide Class 1 bicycle/pedestrian bridge over Highway 101 to provide a direct route to school from residential neighborhoods on west side.
Bay Road Phase II & III Road Reconstruction and Utility Undergrounding. Complete roadway reconstruction and widening to add bike lanes, sidewalks, ADA ramps, traffic calming intersection bulb-outs, replace and upsize all utilities, Rule 20A undergrounding of overhead utilities and storm water treatment landscaping (rain gardens).
Runnymede Storm Drain Channel / Pond and Pump Station Outfall Improvements. Excavating a storm drain channel and dredge storm retention pond to provide 100 year flood protection of adjacent neighborhoods, and structural retrofit of pump station outfall structure.
Grant Management for Various Projects. Manage the application process, prepare quarterly reports and invoice various grant agencies including: Safe Routes to School, Dept. of Water Resources, EPA, State ATP and Regional Competitive ATP, San Mateo County Transportation Authority.
City of Concord Annual Paving Maintenance Program 2014 -2015

LOCATION
Concord, California

CLIENT
City of Concord

DESIGNER
Pavement Engineering, Inc.

VALUE
$1.7 Million

COMPLETION
December 2015

PROJECT HIGHLIGHTS
• Construction Management
• CalTrans Project
• Paving
• Slurry

REFERENCE
Mr. Jeff Rogers
Project Engineer
City of Concord
1950 Parkside Drive
Suite 250 Ms/40
Concord, CA 94519
(925) 671-3108
J.Rogers@ci.concord.ca.us

Mr. Mario Camorongan
City Engineer
City of Concord
1850 Gasoline Alley
Concord, CA 94520
(925) 671-3021
Mario.camorongan@cityofconcord.org

Swinerton Management & Consulting provided Construction Management services for the City of Concord’s Annual Paving Maintenance Program for 2014 - 2015.

Scope of work consisted of HMA digouts, slurry seal, concrete curb, gutter and sidewalk replacements, shoulder backing, and striping on multiple streets, including coordination with utility company projects in the work area, coordination of public notification and handling special access needs of certain residents. Scope of work also included Parking lot at municipal golf course added to scope of work that required coordination with golf course operations.
Program Management services for the City’s Capital Improvement Program, delivering infrastructure improvements to the City’s transportation network, sewer and stormwater, utilities, parks and public buildings.

Swinerton Management & Consulting serves as the Program Manager on over 26 projects including park improvements, sewer and stormwater utilities, traffic system improvements, bike lanes, roadway and sidewalks, public facilities including: Citywide ADA improvements, restroom renovations, library entrance and stockpile shelter. Working with the City staff on all aspects of the Capital Improvement Program delivery, from project definition and feasibility studies to estimating, obtaining permits, project coordination with City departments, RFP preparation, design management, schedule and budget management, bid management including bid marketing, solicitation and award, writing staff reports, meeting with stakeholders, managing the construction and inspections, grant administration and project close-out. Projects include:

- Various Sewer and Storm Drain Utilities - $2.5 Million
- Multiple Streets and Traffic System Improvements - $1.9 Million
- Parks and Playground Renovations - $1.2 Million
- Rule 20A Underground Utility District - $3 Million
- Numerous Public Facility Renovations - $1.3 Million
5. HOURLY RATES
5. Hourly Rates

Sustaining Environments for Civic Excellence

Swinerton Management & Consulting's philosophy on pricing is based on collaborating with our clients and developing a thorough understanding of the services that are required that will meet the client's budget. We look at the types of services and tasks, the duration of the assignment and customize our fees according to those needs. In collaboration with our clients, a scope of services is defined, project schedules are documented, a staffing plan is developed, adjusted for workload, and then fees are developed. This is a very exciting program and we look forward to this discussion.

Reimbursables

As previously mentioned our fees are all-inclusive of laptop computers, cell phones, travel within the San Francisco Metropolitan Bay Area, office supplies, etc. Expenses that are not included in our hourly rates would be costs of any specialized software licenses/computer programs required by our clients. Reimbursable items, if any, are invoiced at cost to our clients.

Hourly Rates

With the exception of our administrative support staff, all of our positions are exempt. This means that there are no overtime or holiday rates. In addition, there are no premium costs for managing work during weekends or holidays, and as a consultant, there are no overtime premiums. A 3% cost-of-living increase will be applied to our hourly rates per calendar year and shall be based on the San Francisco Bay Area Consumer Price Index (CPI).

**Hourly Rates**

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal-In-Charge</td>
<td>$195/Hour</td>
</tr>
<tr>
<td>Project Executive</td>
<td>$180/Hour</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$135 - $150/Hour</td>
</tr>
<tr>
<td>Inspectors</td>
<td>$125/Hour</td>
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</table>

**Support Services**

<table>
<thead>
<tr>
<th>Service</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimating</td>
<td>$150/Hour</td>
</tr>
<tr>
<td>Scheduling</td>
<td>$150/Hour</td>
</tr>
<tr>
<td>Financial Controls</td>
<td>$145/Hour</td>
</tr>
</tbody>
</table>
EXHIBIT “B” - DISPUTE RESOLUTION

B1.0 All claims, disputes and other matters in question between the FIRST PARTY and CITY arising out of, or relating to, the contract documents or the breach thereof, shall be resolved as follows:

B2.0 Mediation
B2.1 The parties shall attempt in good faith first to mediate such dispute and use their best efforts to reach agreement on the matters in dispute. After a written demand for non-binding mediation, which shall specify in detail the facts of the dispute, and within ten (10) days from the date of delivery of the demand, the matter shall be submitted to a mutually agreeable mediator. The Mediator shall hear the matter and provide an informal opinion and advice, none of which shall be binding upon the parties, but is expected by the parties to help resolve the dispute. Said informal opinion and advice shall be submitted to the parties within twenty (20) days following written demand for mediation. The Mediator’s fee shall be shared equally by the parties. If the dispute has not been resolved, the matter shall be submitted to arbitration in accordance with Paragraph B3.1.

B3.0 Arbitration
B3.1 Any dispute between the parties that is to be resolved by arbitration as provided in Paragraph B2.1 shall be settled and decided by arbitration conducted by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, as then in effect, except as provided below. Any such arbitration shall be held before three arbitrators who shall be selected by mutual agreement of the parties; if agreement is not reached on the selection of the arbitrators within fifteen (15) days, then such arbitrator(s) shall be appointed by the presiding Judge of the court of jurisdiction of the Agreement.

B3.2 The provisions of the Construction Industry Arbitration Rules of the American Arbitration Association shall apply and govern such arbitration, subject, however to the following:

B3.3 Any demand for arbitration shall be writing and must be made within a reasonable time after the claim, dispute or other matter in question as arisen. In no event shall the demand for arbitration be made after the date that institution of legal or equitable proceedings based on such claim, dispute or other matter would be barred by the applicable statute of limitations.

B3.4 The arbitrator or arbitrators appointed must be former or retired judges, or attorneys at law with last ten (10) years’ experience in construction litigation.

B3.5 All proceedings involving the parties shall be reported by a certified shorthand court reporter, and written transcripts of the proceedings shall be prepared and made available to the parties.

B3.6 The arbitrator or arbitrators must be made within and provide to the parties factual findings and the reasons on which the decisions of the arbitrator or arbitrators is based.

B3.7 Final decision by the arbitrator or arbitrators must be made within ninety (90) days from the date of the arbitration proceedings are initiated.

B3.8 The prevailing party shall be awarded reasonable attorneys’ fees, expert and non-expert witness costs and expenses, and other costs and expenses incurred in connection with the arbitration, unless the arbitrator or arbitrators for good cause determine otherwise.

B3.9 Costs and fees of the arbitrator or arbitrators shall be borne by the non-prevailing party, unless the arbitrator or arbitrators for good cause determine otherwise.

B3.10 The award or decision of the arbitrator or arbitrators, which may include equitable relief, shall be final, and judgment may be entered on it in accordance with applicable law in any court having jurisdiction over the matter.
Request for Taxpayer Identification Number and Certification

1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

SWINERTON BUILDERS

dba SWINERTON MANAGEMENT & CONSULTING

2. Business name/disregarded entity name, if different from above

☐ Individual/sole proprietor or ☐ Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ single-member LLC
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

3. Address (number, street, and apt. or suite no.)

260 TOWNSEND STREET

4. City, state, and ZIP code

SAN FRANCISCO, CA 94107

5. List account number(s) here (optional)

Requester’s name and address (optional)

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer Identification number

Part II. Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here

Signature of U.S. person ▶

Date ▶

3/1/2017

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

• Form 1099-INT (interest earned or paid)
• Form 1099-DIV (dividends, including those from stocks or mutual funds)
• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
• Form 1099-S (proceeds from real estate transactions)
• Form 1099-K (merchant card and third party network transactions)

• Form 1099 (home mortgage interest), 1098-E (student loan interest), 108-T (tuition)
• Form 1099-C (canceled debt)
• Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners’ share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information.

Cat. No. 10231X Form W-9 (Rev. 12-2014)