

**AMENDMENT TO PROFESSIONAL
SERVICES CONTRACT
WITH PARSONS BRINCKERHOFF INC.**

This Amendment to Professional Services Contract for construction management services is made and entered into on _____, by and between the City of Stockton, a municipal corporation, hereinafter referred to as "CITY," and Parsons Brinckerhoff, Inc. (WSP, Inc.) hereinafter referred to as "FIRM," to provide CITY with construction Management services for the Hammer Lane Widening and Thornton Road Widening Project (PROJECT NO. 1428), hereinafter referred to as "PROJECT."

W I T N E S S E T H:

WHEREAS, CITY and FIRM entered into a Professional Services Master Contract for construction management services for the Hammer Lane Widening Phase 3B Project (PROJECT NO. PW1427) by Motion No. 2016-12-06-1204. CITY now intends for FIRM to provide similar construction management services for the Thornton Road Widening Project (PROJECT NO. PW1428)

NOW, THEREFORE, in consideration of these premises and the following terms and conditions, the parties hereto agree as follows:

1. Section 1—SCOPE OF SERVICES. The Scope of Services is hereby amended to include construction management services for PROJECT as per Exhibit "A," attached hereto and by reference made a part hereof.

2. Section 2—COMPENSATION. Total Compensation is hereby amended as shown in Exhibit "B," attached hereto and by reference made a part hereof. Total additional compensation for this Amendment shall not exceed \$994,993.56 without prior authorization. Compensation shall be paid no more frequently than once per month on a time and materials basis for work completed.

3. Section 3—SCHEDULE FOR COMPLETION. Service under this amendment will be performed concurrently with the project construction estimated to occur between March 26, 2018, through July 1, 2019, unless otherwise approved in writing.

4. All other terms and conditions of said original Professional Services Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to Professional Master Contract to be executed on the date and year first written above.

ATTEST:

CITY

BRET HUNTER, CMC
City Clerk of the City of Stockton

By: _____
KURT O. WILSON
CITY MANAGER

APPROVED AS TO FORM & CONTENT:
JOHN M. LUEBBERKE
OFFICE OF THE CITY ATTORNEY

By: _____
Deputy City Attorney

By: 
FIRM WSP USA Inc.

Title: vice president

EXECUTIVE SUMMARY

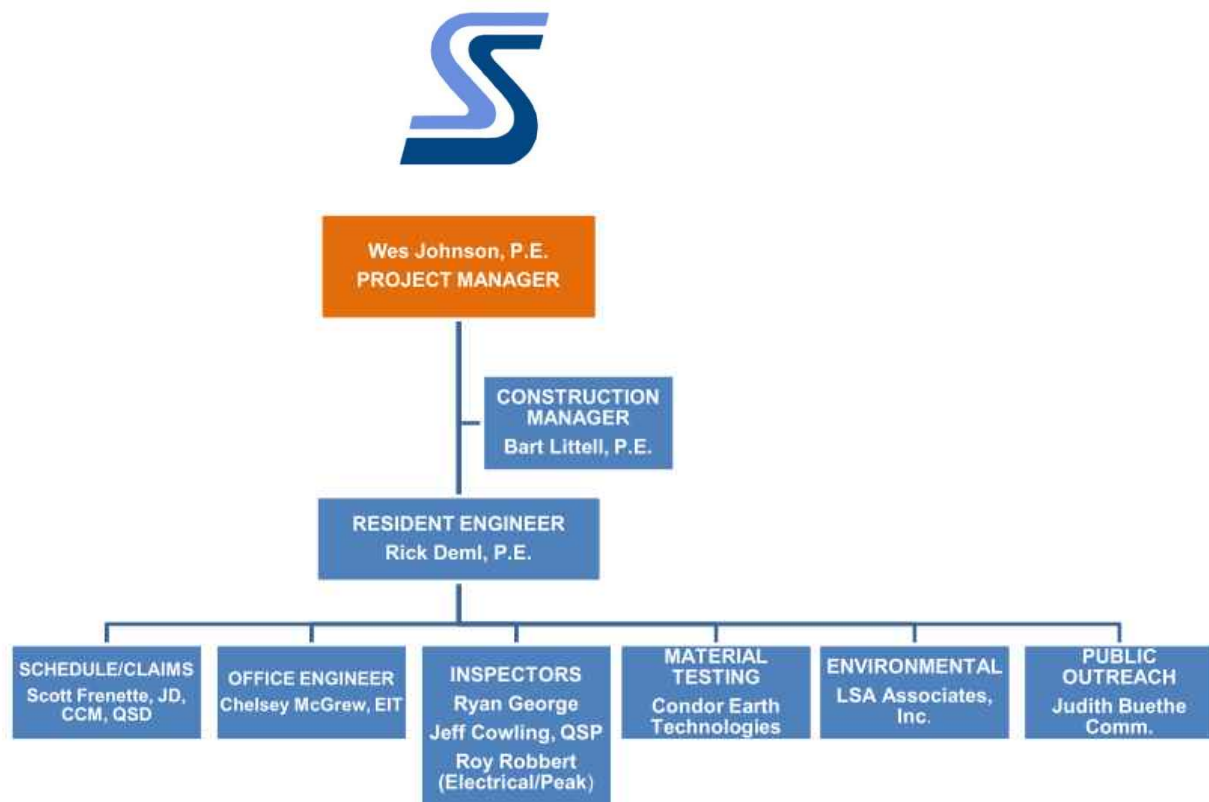
Changes to WSP's April 21, 2016 Proposal (Original Proposal) for this PROJECT are detailed in the following discussion.

Changes to the Project Team

The proposed WSP team was specifically tailored to the technical and administrative requirements of your PROJECT and scope of services. Due to the impacted status of the PROJECT and in consideration of WSP's CM resources currently being utilized for the City's highly successful Hammer Lane Phase 3B Project, WSP assembled a team that specializes in mitigating, tracking and resolving construction impacts and disputes while leveraging the CM team resources utilized for the Hammer Lane Phase 3B project. This will result in an efficient, experienced, cost savings CM team for your PROJECT that has established relationships with the City, County, utilities and other stakeholders that is ready to get the PROJECT moving forward immediately.

The proposed WSP team is cohesive and will be successful. Our proposed CM team members are experts in the construction of roadway, highway and bridge projects, have extensive experience on Caltrans and local projects, and have a proven track record of staying committed to their projects while delivering them on time and within budget. All proposed staff are available immediately for your PROJECT.

The organizational chart for the proposed team is provided below, followed by a brief bio, qualifications and experience matrix of key personnel.



Our organization will be led by **Bart Littell, PE** as Construction Manager. Bart will be responsible for the overall performance of our contract and provide technical guidance on the PROJECT. **Rick Deml, PE** as Resident Engineer. Rick will serve as a focal point for our field personnel, the primary person responsible for conduct of the CM services and interaction with the contractor. **Scott Frenette, JD** has broad experience mitigating, evaluating, managing and resolving construction claims utilizing his combined construction experience and legal background to assist Rick in resolving contact claims/disputes. **Ryan George, Jeff Cowling and Roy Robbert**, will be in the field, proactively resolving issues that could impede the construction progress and properly documenting the extra work costs. During the CM transition period, **Chelsey McGrew, EIT** will assist Rick in implementing the transfer and establishment of the Project Files in accordance with the Caltrans Uniform Filing System, Labor Compliance Reviews, Certified Payroll Checks, Extra Work Verification and Processing, Initial Progress Estimate setup, Local Hire Ordinance Verification and Administration along with several other administrative tasks needed to assure a smooth CM transition.

Rick Deml and Ryan George are currently managing the highly successful Hammer Lane Phase 3B project for the City adjacent to your PROJECT and are ready to hit the ground running. WSP would be managing the Hammer Lane Phase 3B concurrently with your PROJECT and can provide the sharing of CM resources resulting in significant CM cost savings. *WSP will be able to provide our field office at NO COST to the City through the completion of the Hammer Lane Phase 3B Project.* Rick Deml and Ryan George's established relationships with the City, County, utilities and other stakeholders that are involved in your PROJECT can be leveraged for a seamless transition and expedited resolution of ongoing impacts/issues.

Bart Littell, PE - Construction Manager (As-Needed) with 31 years of CM experience, Bart will be responsible for the overall performance of our contract and provide technical guidance on the PROJECT. Bart started the WSP portion of his career 21 years ago working as the Resident Engineer or Construction Manager for the successful completion of 5 consecutive Projects in Stockton. Bart is intimately familiar with the City's policies and practices and will be a great technical resource for the team and the City in resolving key issues. Bart was WSP's Construction Manager of the Year in 1998 – which was a nationwide competition. Since that time, Bart has been driven to make his group's CM practice the most innovative and cost-effective in the Northern California Transportation market.

Rick Deml, PE – Resident Engineer has 27 years of construction management and resident engineering experience, specializing in construction of roads and bridges in California. He is currently the RE for the Hammer Lane Widening Phase 3B. Having worked for Caltrans and WSP as a resident engineer/structures representative, Rick has in-depth knowledge of Caltrans procedures, personnel, and local conditions. He has extensive experience working with local businesses, permitting agencies, utility companies, railroads, and local bridge contractors. He was recently the Resident Engineer and Structures Representative on the French Camp/I-5 Interchange and Sperry Road Extension (over French Camp Slough) projects. Rick has excellent management, leadership and consensus building skills.

Scott Frenette, JD, CCM – Scheduler/Claims (As-Needed) has extensive construction management, scheduling, claims and inspection experience in all phases of roadway and utility construction. Prior to working for WSP, Scott was employed with several General Engineering Contractors specializing in public works transportation infrastructure projects. Scott has broad experience mitigating, evaluating, managing and resolving construction claims utilizing his combined construction experience and legal background. His past claims experience involves performing Time Impact Analyses, evaluation of cost impacts related to inefficiencies, stacking of trades, escalation, extended overhead and acceleration. Scott has also provided critical support for Alternative Resolution processes



drafting position papers, rebuttals, and presentation strategies for Dispute Resolution Boards, Mediation and informal settlement proceedings.

Jeff Cowling, Civil Inspector has over 30 years of construction management experience. He has worked on a variety public works roadway/infrastructure and transit projects as field inspector, resident engineer, project manager, project coordinator and project engineer. He worked for the City of Brentwood for 14 years as a construction inspector in the public works and engineering department and was also the storm water permit compliance coordinator. Jeffery's in-depth understanding of the work coupled with his broad construction management experience will be a valuable asset to assuring that the work is constructed in compliance with the Contract Documents and that extra work and/or disputed work is documented properly.

Ryan George, Civil Inspector/Office Engineer (Part-Time) has 20 years of heavy construction experience and is currently the Inspector/Office Engineer for the Hammer Lane Phase 3B Project. Ryan has established relationships with the City, County, utilities, Stockton Residents and other interested stakeholders for your PROJECT. His prior experience includes bridge earthquake retrofits, storm damage repairs, working under extreme traffic demands, time pressures, adverse weather conditions, and unusually strict environmental restrictions: quarrying and crushing, blasting, heavy excavation, dam foundation, embankment and soil cement for local, state, and federal projects in California and Oregon.

He is also experienced in contract administration, interpretation, scheduling and management of subcontractors. Ryan is very familiar with Caltrans Standard Plans and Specifications and project documentation requirements per the Construction Manual. Ryan's established working knowledge of the City's CM procedures will be a huge asset to the PROJECT in assuring a seamless transition between CM teams.

Roy Robbert – Electrical Inspector (As-Needed) has extensive electrical / civil construction / inspection experience on roadway and bridge projects built to Caltrans specifications. Roy has significant experience and expertise inspecting asphalt overlays, grading, storm drain, SWPPP, signs, pavement delineation, traffic control, utility relocations, and landscaping. In addition, Roy's highway electrical work includes: "Amber Alert" signs, CMS, EMS signals, traffic systems, bridge electrical, NAV lights, fender lights, AV lights, generation systems, back-up power, UPS systems, pump stations, tunnel lighting systems for highway systems, substations, power distribution systems. Roy's unique perspective as both an electrical contractor and electrical inspector allows him to understand all aspects of the work. Roy's projects have included the Sperry Road Extension/French Camp I-5 Interchange (over French Camp Slough) for the City of Stockton, Deer Valley Road Shoulder Widening, Marsh Creek Bridge Scour Repair and Discovery Bay Slurry Cape Seal for the COUNTY; SR4 / Sand Creek Interchange; and SR4 / Loveridge Road Interchange for CCTA.

Chelsey McGrew, E.I.T.-Office Engineer (As-Needed) will be needed to support Rick during the CM transition period. She excels in project documentation and is thoroughly versed in Caltrans Uniform Filing System and LAPM administration specializing in utility and stakeholder coordination, coordinating/tracking contractor submittals, labor compliance/certified payroll review, DBE monitoring and compliance, progress pay estimate preparation, coordinating the design clarification process (RFIs), CCO administration, NOPC coordination, Daily Extra Work Report compliance and verification and document control.

Summary of Modified Scope of Services

In addition to those tasks identified in the Original Proposal, WSP's scope of services for the PROJECT are outlined below:

1. Construction Management Services:

WSP Staff is well versed in the 2010 Caltrans standard plans and specifications, the City of Stockton's standard plans and specifications, project special provisions, and project plans. WSP shall monitor the work of the contractor and its subcontractors for construction contract compliance which includes, but is not limited to, the following tasks:

- a. Review and process all contractor submittals.
- b. Review contractor's monthly payment request for CITY and verify that request reflects work accomplished.
- c. Collect and process all contractors and subcontractors' certified payrolls and manpower utilization reports. Perform contractor and subcontractor employee interviews following CITY and State guidelines.
- d. Process clarifications and interpretations of the construction contract documents.
- e. Prepare and process construction contract change orders and coordinate processing of submittals between contractor, design consultant, CITY, utility companies and other agencies as required.
- f. Establish and maintain Project files for delivery of one copy to CITY after the work is completed. Filing system should be in accordance with Caltrans Uniform Filing System or City approved equal. File all project documentation.
- g. Submit periodic reports when requested by CITY concerning Project progress and pertinent project issues. Assist in the preparation of punch list and monitor the contractor's progress toward resolution of all items.
- h. Act as a liaison between CITY, contractor, design consultant, other agencies, and utility companies to insure effective and timely communications, as well as resolution of construction questions and problems.
- i. Provide inspection to monitor and verify the quality of construction. Prepare photo and video log as necessary to depict job progress and/or potential claims. Sort, edit, index, and mount the photographs in a three-ring binder as to location and date.
- j. Administer the City of Stockton's Local Hire Ordinance. This shall include working with City staff to define best management practices to ensure Contractor complies with the ordinance. Collect and review monthly local hire progress reports from the contractor as required by the special provisions.
- k. Investigate and resolve potential claims.
- l. Review jobsite and detour routes to identify potential safety issues. Issues shall be brought to the attention of the Contractor and the City. Provide Traffic Control Monitoring and verify businesses and residents have continuous ingress and egress. Review Field Conditions to verify effectiveness of the Traffic Control Plan. Issues shall be brought to the attention of the City and Design Consultant.
- m. Coordinate with utility companies and the contractor facilitate utility relocation work.
- n. Incorporate City inspection and/or engineering staff in the delivery of project. The Consultant may be expected to incorporate City Inspector(s) and/or Engineer(s) into the Construction Management Team for the project.



- o. Provide Environmental Monitoring Services. Provide oversight biological services to ensure that all permit conditions, mitigation measures, and Incidental Take and Minimization Measures are complied with.

2. Public Outreach:

WSP will provide outreach sufficient to inform residents, field telephone calls, send progress newsletters, and handle all public complaints related to the project.

3. Coordination/Meetings:

WSP will coordinate throughout the project with the City's project manager. WSP will hold all weekly meetings with the contractor and any other meetings deemed necessary. Other meetings that may be expected would be with utility companies, residents, businesses, or other public agencies such as San Joaquin County.

4. As-built Drawings:

WSP will keep accurate as-built records and prepare red line as built drawing throughout the project.





COST TO COMPLETE

FOR

CONSTRUCTION MANAGEMENT SERVICES

FOR

HAMMER LANE WIDENING PHASE 3B

and

THORNTON ROAD WIDENING

From:

WSP USA Inc.

A handwritten signature in blue ink, appearing to read 'B. St. John'.

Approved: _____

To:

**City of Stockton
Department of Public Works
Engineering Services**

Wednesday, February 07, 2018

Basis For Estimate

- 1) WSP services for Thornton Road to start 2-1-18 and end on 2-28-19. Hammer Lane construction to end 8-30-18.
- 2) Construction is on-going for both projects. Hammer Lane will end 8-30-18 and Thornton Road will end 11-30-18.
- 3) Staff performing inspection services are subject to prevailing wage rates
- 4) Annual labor escalations of 3% to be effective in January are included
- 5) Rain days and Plant Establishment not included

Construction Management Services
Hammer Lane Widening Phase 3B and Thornton Road Widening
WSP USA INC.

COST TO COMPLETE SUMMARY

BURDENED LABOR COSTS	\$1,194,948.94	
Overtime Premiums	\$ 11,249.54	
SUBTOTAL		\$ 1,206,198.48
SUBCONSULTANT(S):		
Bueth Communications - Public Outreach	\$ 14,143.44	
Condor Earth Technologies - Materials Testing	\$ 39,393.45	
LSA - Biological Oversight	\$ 9,725.19	
SUBTOTAL		\$63,262
EXPENSES:	\$ 86,901.00	
SUBTOTAL		\$ 86,901.00
TOTAL		\$ 1,356,361.56
AMOUNT REMAINING AS OF 12-1-17		\$ 361,368.00
TOTAL AMENDMENT		\$ 994,993.56

YEAR			2017	2018														2019		TOTAL HOURS
CONSTRUCTION ACTIVITY			Construction														Post Con			
MONTH			D	J	F	M	A	M	J	J	A	S	O	O	N	D	J	F		
POSITION	NAME	FIRM	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16		
Construction Manager	Bart Littell, PE	WSP			8	8	8	8	8	8	8	8	8	8	8	8	8	8	112	
Resident Engineer	Rick Deml, PE	WSP	73	80	160	160	160	160	160	152	152	152	152	152	152	152	152	143	2,312	
Office Engineer	Chelsey McGrew	WSP				160												160		
Inspector	Jeff Cowling	WSP			180	180	180	180	180	180	180	180	180	180	180	160	160	160	2,460	
Inspector	Ryan George	WSP	161	180	180	180	180	180	180	180	180								1,601	
Electrical/Peak Inspector - If needed	Roy Robbert	WSP			8	8	8	8	8	8	8	8	8	8	8	8			96	
Scheduler/Claims	Scott Frenette	WSP			40	40	40	16	16	16	16	16	16	16	16	16	16	16	296	
Project Administrator	Elayne Navarrette	WSP	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	128	
Staff performing inspection services are subject to prevailing wage rates.																		7,165		

LABOR COSTS

			Dec 1, 2017 - Dec 31, 2017			Jan 1, 2018 - Dec 31, 2018			Jan 1, 2019 - Dec 31, 2019										
CONSTRUCTION			HRS	BILL RATE	TOTAL	HRS	BILL RATE	TOTAL	HRS	BILL RATE	TOTAL	TOTAL HOURS	TOTAL COST						
POSITION	NAME	FIRM																	
Construction Manager	Bart Littell, PE	WSP	0	275.00	\$ -	96	275.00	\$ 26,400	16	275.00	\$ 4,400	112	\$ 30,800						
Resident Engineer	Rick Deml, PE	WSP	73	197.65	\$ 14,428	1,944	203.58	\$ 395,759	295	209.69	\$ 61,859	2,312	\$ 472,046						
Office Engineer	Chelsey McGrew	WSP	0	0.00	\$ -	160	81.30	\$ 13,008	0	83.74	\$ -	160	\$ 13,008						
Inspector	Jeff Cowling	WSP	0	152.49	\$ -	2,140	157.06	\$ 336,118	320	161.78	\$ 51,770	2,460	\$ 387,888						
Inspector	Ryan George	WSP	161	136.17	\$ 21,923	1,440	140.26	\$ 201,967	0	144.46	\$ -	1,601	\$ 223,891						
Electrical/Peak Inspector - If needed	Roy Robbert	WSP	0	133.45	\$ -	96	137.45	\$ 13,196	0	141.58	\$ -	96	\$ 13,196						
Scheduler/Claims	Scott Frenette	WSP	0	137.40	\$ -	264	141.52	\$ 37,362	32	145.77	\$ 4,665	296	\$ 42,026						
Project Administrator	Elayne Navarrette	WSP	8	91.56	\$ 732	104	94.31	\$ 9,808	16	97.14	\$ 1,554	128	\$ 12,095						
Staff performing inspection services are subject to prevailing wage rates.												242	\$ 37,084	6,244	\$1,033,618	679	\$ 124,247	7,165	\$ 1,194,949

EXPENSES

	UNIT	QTY	UNIT COST (\$)	SUBTOTAL (\$)	TOTAL (\$)
A) OFFICE					
Field Office	Months	7	700	\$ 4,900.00	\$ 4,900
B) OFFICE SUPPLIES					
Initial Supply	Allowance	1	700	\$ 700.00	
Furniture	Allowance	1	500	\$ 500.00	
Office Supplies	Months	7	200	\$ 1,400.00	
Utilities (Included with Office)			0	\$ -	
Telephone/Internet	Months	7	200	\$ 1,400.00	
Postage/Shipping	Months	7	100	\$ 700.00	
Copier/Reproduction	Months	7	450	\$ 3,150.00	
					<u>\$ 7,850</u>
C) VEHICLES, VEHICLE O&M, COMPUTERS, SURVEY EQUIPMENT, FIELD EQUIPMENT, SAFETY EQUIPMENT					
				Billed Hourly	
Bart Littell, PE		112	11	\$ 1,232.00	
Rick Deml, PE		2,312	11	\$ 25,432.00	
Chelsey McGrew		160	11	\$ 1,760.00	
Jeff Cowling		2,460	11	\$ 27,060.00	
Ryan George		1,601	11	\$ 17,611.00	
Roy Robbert		96	11	\$ 1,056.00	
Scott Frenette		296	11	\$ 3,256.00	
					<u>\$ 74,151</u>
TOTAL EXPENSES					<u>\$86,901</u>