



Staff Report

Date: August 2, 2016
To: City Council
From: Valerie J. Barone, City Manager
Reviewed by: Victoria Walker, Director of Community and Economic Development
Prepared by: Bernard Enrile, Associate Engineer
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(925) 671-3031

Subject: **Considering an award of two contracts for the Central Concord Pedestrian Improvements and Streetscape (Project No. 2239): (1) a Construction Contract in the amount of \$3,125,154 to Ghilotti Bros., Inc.; authorize staff to utilize the available project contingency for contract change orders up to 8% of the contract amount; and (2) a Professional Services Agreement with Park Engineering for construction management services in the amount of \$184,848 and materials testing services in the amount of \$30,000 (total contract amount of \$214,848); authorize the City Manager to execute the agreements subject to approval of the City Attorney; and approve associated budget transfer (Funded by Measure J-TLC Grant, State Gas Tax, and Measure J Local Funds)**

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

Report in Brief

The Central Concord Pedestrian Improvements and Streetscape project (Project No. 2239) will construct pedestrian infrastructure improvements by installing secure crossings that will connect the Monument Corridor community to the business districts along Willow Pass Road.

The project will achieve this by constructing: pedestrian safety upgrades on Clayton Road at Sutter Street (including a new traffic signal), pedestrian improvements on Willow Pass Road, between Market Street and Galindo Street. Streetscape improvements in the Downtown area include crosswalk repairs at approximately 30 intersections in the downtown area, tree lighting on Grant Street, and installation of various furnishings throughout the downtown area. The project will also rehabilitate the Willow Pass Road roadway between Market Street and Galindo Street and the installation of bike route on Salvio Street and Broadway Street. The bid documents also included an Additive Bid for the repair of the median islands in Willow Pass Road.

Ghilotti Bros. Inc. of San Rafael (Ghilloti Bros.) was the low bidder and submitted a responsive and responsible bid. The Total Bid from Ghilotti Bros. (Base Bid plus Additive Bid A) is \$3,778,338. Ghilotti Bros. has an appropriate and valid contractor's license and satisfactory work references.

The available project funds are insufficient to cover the costs of all of the designed improvements, the construction management and inspection services and an appropriate construction contingency. Based on available funds (including a proposed budget transfer), staff recommends that the award be limited to the Base Bid only.

Management of this construction project requires support from a construction management firm. Through a Request for Proposal process, staff selected Park Engineering to provide construction management (CM) and inspection services for a contract amount of \$214,848, for the Base Bid work, including \$30,000 for materials testing services for the project.

If approved by Council, project construction is scheduled to begin in late August 2016. Due to the estimated duration of construction for this project, it is anticipated that construction may be placed on hold temporarily during the winter season and then started again when the weather is more favorable to complete the project.

Recommended Action

Staff recommends that the City Council take the following actions:

1. Award a Construction Contract in the amount of \$3,125,154 for the Base Bid to Ghilotti Bros. of San Rafael, and authorize the Mayor to execute the agreement subject to approval of the City Attorney subject to approval of the City Attorney; authorize staff to execute contract change orders that become necessary utilizing the available project contingency up to 8%; and
2. Approve a Professional Services Agreement with Park Engineering of Orinda, in the not-to-exceed amount of \$214,848 (\$184,848 for construction management and \$30,000 for materials testing) for construction management, construction

inspection, and material testing services, and authorize the City Manager to execute the agreement, subject to approval of the City Attorney; and

3. Approve a \$300,000 budget transfer from the Pavement Management Annual Program (Holding Account – Fund 400) Project No. 2157 to the Central Concord Pedestrian Improvements and Streetscape Project, (Project No. 2239).

Background

In June 2012, the City Council approved Project No. 2239 (Central Concord Pedestrian Improvements & Streetscape Project) when it adopted the FY 2012-13 Capital Improvement Program (CIP) Ten Year Plan. This project includes the following components:

- Installation of a traffic signal at the intersection of Clayton Road and Sutter Street, as well as landscaping in the adjacent median island on Clayton Road between Mira Vista Terrace and Sutter Street;
- Rehabilitation of the asphalt pavement on Willow Pass Road between Market Street and Galindo Street, widening portions of the sidewalk fronting the Park and Shop shopping center, as well as construction of crosswalk upgrades along Willow Pass Road at Market Street, Gateway Boulevard, Fry Way, Sutter Street, and Galindo Street; and
- Installation of miscellaneous enhancements in the Downtown area that include: way-finder kiosks, tree lighting, bike racks, trash receptacles, refinishing of streetlight poles, and intersection improvements (consisting of curb ramp and crosswalk repairs) at approximately 30 downtown intersections.
- Installation of a Class III Bike Route on Salvio Street, from East Street to Harrison Street at Broadway Street, and Class II Bike Lanes on Broadway Street from Harrison Street to Market Street.

The project's primary source of funding is a \$2,458,200 Measure-J Transportation for Livable Communities (TLC) Grant which is overseen by the Contra Costa Transportation Authority (CCTA). At its regular Board Meeting in May 2016, CCTA approved an appropriation of \$2,000,000 to be used for this construction project. A prior allocation of \$458,200 was provided for project design.

Staff incorporated elements in the design from various City Plans such as the Downtown Corridors Plan, Bicycle and Pedestrian Safe Routes to Transit Plan, and Downtown Specific Plan in order to be consistent with the policies and concepts the City of Concord is reinforcing in the Downtown area. In addition, staff also made

presentations and requested feedback and concurrence of design direction from the Housing and Economic Development Committee and City Council.

The basis of award, how the lowest bidder is determined, is the Total Bid, which includes the Base Bid for Central Concord Pedestrian Improvements and Streetscapes, and one Additive Bid. Additive Bid A – Willow Pass Road Median Island Repairs, would remove and replace the median curbs and median pavers in Willow Pass Road from Market Street to Galindo Street. This would raise the median curb height from the current height of approximately two to three inches to the standard six inches.

Analysis
Construction Contract

This project was put out to bid as required by State law and City policy. Two bids were received in the amounts of \$3,778,338 and \$4,342,023 for the Total Bid as shown on the Bid Summary (Attachment 2). The Engineer’s Estimate for the Total Bid was \$3,302,168. Ghilotti Bros. was the low bidder and submitted a responsible and responsive bid. A summary of the bids by schedule is as follows:

BID SCHEDULE	Engineer's Est.	Ghilotti Bros, Inc.	Ghilotti Construction Company
BASE BID – PEDESTRIAN AND STREETScape IMPROVEMENTS; WILLOW PASS ROAD; SIGNAL; CURB RAMPS; LANDSCAPING; TREE LIGHTING	\$2,909,006	\$3,125,154	\$3,682,343
ADDITIVE BID NO. 1 – WILLOW PASS ROAD MEDIAN ISLAND REPAIR	\$393,162	\$653,240	\$659,800
Total	\$3,302,168	\$3,778,394	\$4,342,143

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

As noted above, the Total Bid includes the Base Bid and Additive Bid A. The City reserved the right to award any combination of the additive bids with the intention to

complete as much work as the project budget could afford. The project does not have enough budget to award Additive Bid A, removal and replacement the median curbs and median pavers in Willow Pass Road from Market Street to Galindo Street. Additive Bid A would have been a desirable addition to the project, had the bids come in lower, however this work is not critical at this time and can be deferred and completed as a separate project at a future date.

Professional Services Agreement for Construction Management

During the construction bid period, staff solicited and received proposals for construction management, inspection and materials testing services for the project from three firms (Swinerton Management & Consulting; Park Engineering; and Ghirardelli & Associates). Based on their superior proposal Park Engineering was selected by staff. Park Engineering demonstrated an in depth understanding of the project in their project approach, assigned highly qualified candidates to the project, and provided relevant work experiences, specifically in the City of Concord. Additionally, though not a key criteria in selection, their proposal was the least costly of those received. See Attachment 4 for a comparison of the three proposals received.

Based on the recommended contract award, staff negotiated an agreement in the amount of \$184,848 with Park Engineering for construction management services. This cost is approximately 6.0% of the total construction cost which falls within the lower range of costs for this type of work. Additionally, to provide for project management and contracting efficiencies, the City desired to incorporate materials testing services into the contract with the construction management firm selected. The additional cost for the materials testing services is \$30,000 and has been included into the total contract costs. The total proposed Park Engineering contract with the materials testing services will be \$214,848. Park Engineering will subcontract Inspection Services Inc. for materials testing services. Inspection Services' costs are included within the Park Engineering's contract amount.

Staff checked several references for similar projects that Park Engineering has performed recently. Park Engineering has also satisfactorily provided services to the City for Citywide Bridge Preventive Maintenance Program-Group 1 (Project No. 2342), and Detroit Avenue Bicycle and Pedestrian Improvements Project (Project No. 2276). The proposed Agreement has been reviewed by the City Attorney's Office (Attachment 3).

Environmental Review

This project is categorically exempt from further review under the provisions of the California Environmental Quality Act (CEQA) under CEQA Guidelines Sections 15301 "Existing Facilities" as the project consists of pavement reconstruction of existing streets, repair/alteration to sidewalks, addition of signing and striping, maintenance of

existing landscaping, and accessible ramps to meet standards of public safety which involve negligible expansion of an existing use; and Section 15304 "Minor Alterations to Land" as the project includes minor work on pedestrian and bike path on existing rights-of-way. The project will also construct a minor alteration of an existing public facility, to include a new traffic signal. The Notice of Exemption will be filed with the County Clerk's Office after City Council approval of contract award.

Financial Impact

The available funds in the project account after accounting for the project design and bidding is approximately \$3,350,000, including \$2,000,000 in Measure-J Transportation for Livable Communities (TLC) funds which have been appropriated by CCTA for project construction. To award the Base Bid, provide for construction management, inspection and testing services, staff oversight and an appropriate contingency of 8%, a total available budget of \$3,650,000 is required. Additional funding in the amount of \$300,000 is required to fully fund construction of this project.

Staff recommends that the City Council approve a budget transfer of \$300,000 from the Pavement Management Annual Program (Holding Account – Fund 400) Project No. 2157 to Central Concord Pedestrian Improvements and Streetscape (Project No. 2239) to cover the funding shortfall. This fund transfer is recommended to allow for construction of the Base Bid contract and leverage City funds for project implementation.

Public Contact

The City Council Agenda was posted.

Attachments

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

Legend

-  New Crosswalks
-  Rehabilitated Crosswalks
-  Sidewalk
-  Class III Bike Lane
-  Tree Lights
-  Project Limits
-  New Traffic Signal

-  1 Wayfinder-Kiosks
-  2 Qty-8 Bike Lockers
-  3 Re-finish st Lt Poles
-  4 upgraded trash/recycle depositories



**City of Concord
Bid Sheet**

PROJECT #2239
**Central Concord Pedestrian Improvements
Streetscape Project**

Bid Opening:
Wednesday,
June 29, 2016
2:00 p.m.

City Manager's Conference Room

Engineer's Estimate: \$TBD

To be awarded:

COMPANY	TOTAL BID
Ghilotti Bros., Inc. 525 Jacoby Street San Rafael, CA 94901	\$3,778,394.00
Ghilotti 246 Ghilotti Avenue Santa Rosa, CA 95407	\$4,342,143.50

AGREEMENT FOR PROFESSIONAL SERVICES

1 THIS AGREEMENT ("Agreement") is entered into on August 3, 2016 between the City of
2 Concord ("CITY") and **Park Engineering**, 372 Village Square, Orinda, CA 94563
3 ("CONSULTANT").

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

6 The CITY desires to contract with Park Engineering and Park Engineering to contract with the
7 CITY for provision by Park Engineering to the City for professional services with **Central Concord**
8 **Pedestrian Improvements and Streetscape, Project No. 2239**, as further described in Section 2 of
9 this Agreement, upon the terms and conditions hereinafter set forth.

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

12 **1. TERM.** This Agreement shall commence on **August 3, 2016** and expire on **June 30,**
13 **2017.**

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

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

24 **2. SCOPE OF SERVICES.** Subject to such policy direction and approvals provided by
25 the CITY's Authorized Representative, CONSULTANT shall provide **construction management,**
26 **inspection, and material testing services** for Central Concord Pedestrian Improvements and
27 Streetscape, Project No. 2239, described in detail in Exhibit A, a proposal from Park Engineering
28 dated June 22, 2016, attached hereto and made a part hereof. CITY retains all rights of approval and

1 discretion with respect to the projects and undertakings contemplated by this Agreement.

2 **3. PAYMENT.** The compensation to be paid to CONSULTANT including payment for
3 professional services and reimbursable expenses, shall be at the rate and schedules in detail in Exhibit
4 A. However, in no event shall the amount CITY pays CONSULTANT exceed two hundred fourteen
5 thousand, eight hundred forty-eight and eleven hundredths dollars (**\$214,848.11**) for the term of this
6 Agreement. Any Amendment to this Agreement that includes an increase to this compensation
7 amount shall be made in accordance with Section 5 below.

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

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

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

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

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

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

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

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

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

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

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

11 **10. INDEMNIFICATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2 **16. CONFLICT OF INTEREST.**

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

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

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

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

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

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

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

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

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

19 **22. SUCCESSORS AND ASSIGNS: NO THIRD PARTY BENEFICIARIES; NO**
20 **JOINT VENTURE.** CITY and CONSULTANT respectively, bind themselves, their successors,
21 assigns, and legal representatives to the terms and obligations of this Agreement. CONSULTANT
22 shall not assign or transfer any interest in the Agreement without the CITY's prior written consent,
23 which consent shall be in the CITY's sole discretion. Any attempted assignment or transfer in breach
24 of this provision shall be void. This Agreement is not intended and shall not be construed to create
25 any third party benefit. This Agreement is not intended and shall not be construed to create a joint
26 venture or partnership between the parties. CONSULTANT, its officers, employees and agents shall
27 not have any power to bind or commit the CITY to any decision.

1 shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary
2 to produce or account for more than one such counterpart.

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

5 **CONSULTANT**

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

7
8 By: _____
9 Name: Jaemin Park
10 Title: President
11 Address: 372 Village Square
Orinda, CA 94563
12 Telephone: (510) 774-6119

8 By: _____
9 Name: Valerie Barone
10 Title: City Manager
11 Address: 1950 Parkside Drive
Concord, CA 94519
12 Telephone: (925) 671-3150

13 APPROVED AS TO FORM:

13 ATTEST:

14 _____
15 City Attorney

14 _____
15 City Clerk

16 Date: _____, 2016

17
18 FINANCE DIRECTOR'S CERTIFICATION:

19 Concord, California

20 Date: _____, 2016

21
22 I HEREBY CERTIFY THAT ADEQUATE FUNDS EXIST OR WILL BE RECEIVED
23 DURING THE CURRENT FISCAL YEAR 2016/17 TO PAY THE ANTICIPATED
24 EXPENSES TO BE INCURRED PURSUANT TO THIS CONTRACT.
25 THE SUM OF **\$214,848.11**

26 Account Code: 4759500C999-74250/4752239117-74250

27 _____
28 Finance Director's Signature

EXHIBIT A



June 22, 2016

Mario Camorongan, PE
Capital Improvement Program Manager
City of Concord - Engineering Services Division
1435 Gasoline Alley
Concord, CA 94520

RE: Proposal to Provide Construction Management Services for
Central Concord Pedestrian Improvements Streetscape Project
City Project No. 2239

Dear Mr. Camorongan:

Park Engineering, Inc. is pleased to submit our proposal to provide construction management services to the City of Concord for the Central Concord Pedestrian Improvements Streetscape Project. We are well qualified and highly motivated to provide construction management services to the City for this project. Park Engineering has performed construction management and inspection services on numerous projects that include traffic signal and related work. We have the personnel with the experience and expertise to successfully complete this project for the City.

As Principal in Charge, I will provide technical support to the construction management team and the City of Concord and to ensure that the City has every resource necessary from Park Engineering for a successful project.

Our proposed Resident Engineer who will oversee the project, Steve Patterson, PE, has 25 years of experience managing transportation and public works projects built to local, Caltrans and federal standards. He has most recently worked with the City of Orinda on a similar full depth reclamation project. He will be supported by Chris Kinser, a construction inspector with 19 years of experience in public works construction. As an additional support, we have included Sha Azari, with over 40 years of experience as second inspector, if needed.

To provide materials testing and source inspection on the project, we have included Inspection Services, Inc., a well-recognized Bay Area materials testing and special inspection firm with exceptional experience and Caltrans-certified testing facilities and staff. We have worked on many projects and have confidence in their ability to perform.

Our team has the expertise to meet the challenges anticipated on this project and will ensure that the work is successfully completed in accordance with all local, state and federal regulations.

Should you have any questions or need additional information, please do not hesitate to contact me. I can be reached at 372 Village Square, Orinda, CA 94563, jpark@park-eng.com and (925) 818-3756.

Sincerely,

A handwritten signature in blue ink that reads "Jaemin Park". The signature is fluid and cursive, with the first name "Jaemin" and the last name "Park" clearly distinguishable.

Jaemin Park, PE
President

Orinda Office
372 Village Square
Orinda, CA 94563
Tel: 925-257-2508
Fax: 925-401-7030

Emeryville Office
3960 Adeline Street, #3
Emeryville, CA 94608
Tel: 925-257-2508
Fax: 925-401-7030

6. CONSULTANT'S PROPOSED APPROACH TO SCOPE OF WORK

PROJECT APPROACH

Park Engineering's experience in working with local agencies in various roles will be the key to a successful project. All Park Engineering staff have worked in the role of representing a public agency and know how to work with the City and how to represent the City to the public and any oversight agencies.

SCOPE OF SERVICES

Park Engineering will support the City by providing construction management, inspection, and materials testing services. We will perform all the duties required for a successful project, which include, but are not limited to:

Project Administration

- Organize, notify and conduct the pre-construction conference.
- Act as the single point of contact for all communications and coordination between the contractor, utility companies, regulatory agencies, local businesses and residents, designer, and the City.
- Coordinate, conduct and summarize weekly progress meetings with the contractor during construction.
- Maintain close contact with City Project Manager, including sharing all correspondences, to ensure that the City is kept up to date on all project matters.
- Attend bi-weekly status report meetings with City staff and prepare progress report to meet the City's needs in presenting the project's key issues and updates on cost and schedule status.
- Manage submittals from the contractor, tracking date submitted, duration for review and making sure that submittals are reviewed and returned within the allotted time to prevent any delays.
- Coordinate and conduct meetings with the contractor, designer and oversight agencies for RFI's, when appropriate to resolve and clarify complex issues.
- Monitor contractor's planned schedule for conformance with the specifications and for reasonableness of the sequence and duration of the activities.
- Review work progress as compared to the planned schedule and notify contractor of schedule slippage.
- Monitor and report on project budget and construction status and provide any necessary info needed for funding reimbursements
- Review contractor's invoices to verify accuracy and "sign-off" on construction progress pay estimates for City payment approval.
- Park Engineering will use a contract management system, which is based on the Caltrans Construction Manual and Caltrans Local Assistance Procedures Manual. Electronic forms and document control system will be implemented at project start up that can be tailored to fit the needs of the City and other oversight and funding agencies.
- Prepare and distribute accurate Weekly Statement of Working Day reports to track project time
- Provide construction contract accounting, filing and administration in accordance with State and Federal requirements.
- Park Engineering will receive all contractor correspondence and prepare and transmit responses.
- Perform all field inspection activities to monitor compliance with the contract plans and specifications. Record all items of work, labor, equipment, materials incorporated, materials tested, and any other pertinent information in a daily diary for permanent record of events.
- Project photographs and video documentation of project progress and major work components will be done on a weekly basis and kept for permanent records to support disputes and verify quality for acceptance.
- We will review and approve contractor submittals required by the construction contract plans and specifications including traffic control plans, Water Pollution Control Plans, and various mix designs. A summary of all submittals and review durations will be kept and monitored.

6. CONSULTANT'S PROPOSED APPROACH TO SCOPE OF WORK

- Coordinate, manage and respond to Requests for Information (RFI's) submitted by the contractor, including tracking RFI's sent to the designers and/or other agencies for their timely response.
 - Evaluate contractor's change order requests and claims and make recommendations to the City based on the merit and circumstances.
 - Review cost estimates and documentation for any contract change order work.
 - Negotiate and prepare any contract change orders with justification memorandums for the City's approval.
 - Identify actual and potential problems associated with the construction project and recommend sound engineering solutions to the City Project Manager.
 - Park Engineering will analyze, negotiate and resolve any potential claims.
 - Review and approve construction progress pay estimates.
 - Prepare quantity calculations, including any contract change orders, and progress pay estimates on a monthly basis.
 - Park Engineering will also review the contractor's weekly certified payroll for compliance with prevailing wage requirements and conduct labor interviews.
 - Monitor contractor's construction activities for conformance with the approved Water Pollution Control Plan and NPDES General Permit requirements.
 - Track and document all field changes and contract change orders to develop final Record Drawings of the completed work.
 - Perform final walk-through with the Contractor and any supporting City divisions to prepare a final punchlist and ensure all work is deficient work is completed in a timely manner.
 - Support all project work with documentation to meet the contract requirements for acceptance.
- Quality Assurance, Inspection and Material Testing**
- Perform all field inspection activities to monitor compliance with the contract plans and specifications. Record all items of work, labor, equipment, materials incorporated, materials tested, and any other pertinent information in a daily diary.
 - Maintain daily inspection logs, project photographs and video documentation of project progress will be done on a weekly basis and kept for permanent records to support disputes and verify quality for acceptance.
 - Inspect & monitor the construction elements of the project as required by the construction contract plans, specifications and approved submittals.
 - ✓ Record all items of work, labor, equipment, materials incorporated, materials tested, and any other pertinent information in a daily diary for permanent record of events.
 - ✓ Project photographs and video documentation of project progress and major work components will be done on a weekly basis and kept for permanent records to support disputes and verify quality for acceptance.
 - ✓ Schedule necessary sampling and testing of materials for the project in accordance with the specifications.
 - ✓ Arrange for specialty inspection, such as signal timing, welding and/or source inspection to ensure compliance with the contract.
 - Make arrangements to perform necessary sampling & testing required.
 - Analyze records of materials used in the project in accordance with ASTM and California Standard Test Methods.
 - Review test data and materials certifications submitted by the contractor and suppliers for compliance with the contract requirements; document and report on compliance.
 - Maintain and enforce safety awareness for the protection of workers and public.
 - Prepare Quality Assurance Procedures (QAP) indicating all the materials testing requirements for the project. All the record keeping and testing frequencies for the materials specified on the project will be listed in this manual and followed through

6. CONSULTANT'S PROPOSED APPROACH TO SCOPE OF WORK

the project. Other materials which do not require testing but can be accepted based on the Certificate of Compliance will be listed in this manual.

Public and Community Relations

- Enforce contract requirements of public notifications and with other agencies.
- Assist in organization and execution of any public outreach meetings and events.
- Work with the City to provide accurate and timely project updates for use on City's website by providing them weekly updates of the work performed and upcoming work.
- Answer questions from the public concerning the project work and schedule, by meeting them in person (if possible) or at least via e-mail or phone call.
- Ensure all street closure notifications are posted timely and accurately. And the closures are approved by the Transportation Division of City of Concord prior to implementation. Accordingly, all the signs are posted accurately per approved plans for closures.
- Coordinate and communicate with adjacent businesses, residents and involved Agencies to minimize impacts and maintain a neighborly reputation for the project. Address public concerns on a daily, weekly, and monthly basis, as needed.
- Our resident engineer will be available to answer questions on an ongoing basis and for any Community Meetings. He will report the current status of the project's schedule to the City on a daily, weekly and monthly basis through meetings and progress report requests.

- Manage any necessary utility coordination for conflicts or relocation work required.

Post Construction

- Finalize all bid item and change order totals for the project's Final Progress Payment.
- Review all required close out documents from the contractor to ensure compliance with the contract requirements.
- We will prepare all reports and required documents for project close-out for the City. Documents include:
 - ✓ Materials Certificate
 - ✓ Final Inspection Report
 - ✓ Detailed Estimate and Summary
 - ✓ Change Order Summary
 - ✓ Final Utilization of DBE Contractors
 - ✓ Report of Expenditures
 - ✓ Final Invoice
- Provide all project documentation to City at project's completion and acceptance, both paper and electronic versions.
- Conduct, review, and follow up on inspection work to assure completion of the contract including any punch list items of work.
- Work with the contractor's staff to prepare and transition, official and accurate construction record drawings and the Final Utilization of DBE Report to the City.
- Provide recommendation and supporting information on constructability lesson learned from the project for future City projects of similar scope.
- Perform any optional services such as claims resolution and detailed schedule analysis.



City of Concord
Central Concord Pedestrian Improvements Streetscape Project
 City Project No. 2239

Name/Classification	Rates		Hours			Total Regular Hours	Total Overtime Hours	Cost	
	Regular Rate	Overtime Rate	Pre-Con	Construction	Close-out				
BASE BID									
Steve Patterson, P.E. CM/Resident Engineer	\$ 162.98	\$ 162.98	40	360	80	480	0	\$ 78,230.76	
Chris Kinser/Shazari Construction Inspector	\$ 125.73	\$ 188.59	8	760	20	788	40	\$ 106,617.35	
Inspection Services, Inc. (ISI) Materials Testing	(Estimate - As Needed)								\$ 30,000.00
						BASE BID TOTAL =		\$ 214,848.11	
ADDITIVE BID									
Steve Patterson, P.E. CM/Resident Engineer	\$ 162.98	\$ 162.98	0	40	0	40	0	\$ 6,519.23	
Chris Kinser/Shazari Construction Inspector	\$ 125.73	\$ 188.59	0	80	0	80	0	\$ 10,058.24	
Direct Cost									
Inspection Services, Inc. (ISI) Materials Testing	(Estimate - As Needed)								\$ 3,000.00
						ADDITIVE BID TOTAL =		\$ 19,577.47	
						TOTAL: BASE + ADDITIVE =		\$ 234,425.58	

OK BDE

1. Rate includes vehicle, mobile phone, laptop and all equipment required to perform required duties.
2. Based on 100 working days as stated in Contract Documents plus hours for pre-construction and project close-out.
3. Additive Bid is based on 15 additional working days.

Park Engineering will support the City by providing construction management, inspection, and materials testing services.

Based on 100 working days for base bid .

BASE BID	CM/Resident Engineer		Construction Inspector			
	Hours	Hourly Rate	Hours	OT Hours	Hourly Rate	OT Rate
		\$162.98			\$125.73	\$188.59
Pre Construction						
Set up project files and accounting system	14	\$2,281.73			\$0.00	\$0.00
Pre construction meeting	2	\$325.96	2		\$251.46	\$0.00
Pre construction photos and documentation	8	\$1,303.85	6		\$754.37	\$0.00
Prepare and submit project award package to Caltrans	16	\$2,607.69			\$0.00	\$0.00
Sub-Total	40	\$6,519.23	8	0	\$1,005.82	\$0.00
Construction						
Contract management and administration:	360	\$58,673.07				
Project correspondence						
Submittal reviews						
Coordination with utilities						
Public outreach and relations						
Responding to RFI's						
Daily reports						
Materials testing summaries						
Quantity verifications						
Checking certified payrolls						
Resolving construction issues						
Contract change orders						
Weekly project meetings						
Project schedule reviews						
Tracking of working days						
Project filing						
Monthly progress payments						
Dispute mitigation and resolution						
Weekly updates to City						
Project accounting and summaries						
Project audits						
Construction inspection and acceptance:			760	40	\$95,553.29	\$7,543.68
Construction inspection						

Project documentation						
Project photos						
Quantity measurements						
Quantity calculations						
Safety inspections						
Daily reports						
Coordination for materials testing						
Verification of materials						
Resolving field issues						
Verifying layouts and grades						
Punchlist						
Public relations						
Coordination with contractor's field personnel						
Verifying and enforcing safety orders						
Tracking quantities and extra work						
Performing employee interviews						
Support to RE for CCO's						
Support to RE for RFI's						
Sub-Total	360	\$58,673.07	760	40	\$95,553.29	\$7,543.68
Post Construction						
Final inspection	8	\$1,303.85	8		\$1,005.82	\$0.00
Verifying As-Built plans	16	\$2,607.69	12		\$1,508.74	\$0.00
Final project filing and accounting	20	\$3,259.62				
Proposed Final Estimate	8	\$1,303.85				
Final Estimate	8	\$1,303.85				
Close out documents:	20	\$3,259.62				
Expenditures checklist						
Materials certification						
Final inspection report						
Detailed estimate and summary						
CCO Summary						
Final utilization of DBE's						
Final invoice						
Sub-Total	80	\$13,038.46	20	0	\$2,514.56	\$0.00
Total	480	\$78,230.76	788	40	\$99,073.67	\$7,543.68

Park Engineering will support the City by providing construction management, inspection, and materials testing services.

Based on 15 working days for additive bid.

Add Alternate	CM/Resident Engineer		Construction Inspector			
	Hours	Hourly Rate	Hours	OT Hours	Hourly Rate	OT Rate
		\$162.98			\$125.73	\$188.59
Pre Construction						
Set up project files and accounting system	0	\$0.00			\$0.00	\$0.00
Pre construction meeting	0	\$0.00	0		\$0.00	\$0.00
Pre construction photos and documentation	0	\$0.00	0		\$0.00	\$0.00
Prepare and submit project award package to Caltrans	0	\$0.00			\$0.00	\$0.00
Sub-Total	0	\$0.00	0	0	\$0.00	\$0.00
Construction						
Contract management and administration:	40	\$6,519.23				
Project correspondence						
Submittal reviews						
Coordination with utilities						
Public outreach and relations						
Responding to RFI's						
Daily reports						
Materials testing summaries						
Quantity verifications						
Checking certified payrolls						
Resolving construction issues						
Contract change orders						
Weekly project meetings						
Project schedule reviews						
Tracking of working days						
Project filing						
Monthly progress payments						
Dispute mitigation and resolution						
Weekly updates to City						
Project accounting and summaries						
Project audits						
Construction inspection and acceptance:			80	0	\$10,058.24	\$0.00
Construction inspection						

Project documentation						
Project photos						
Quantity measurements						
Quantity calculations						
Safety inspections						
Daily reports						
Coordination for materials testing						
Verification of materials						
Resolving field issues						
Verifying layouts and grades						
Punchlist						
Public relations						
Coordination with contractor's field personnel						
Verifying and enforcing safety orders						
Tracking quantities and extra work						
Performing employee interviews						
Support to RE for CCO's						
Support to RE for RFI's						
Sub-Total	40	\$6,519.23	80	0	\$10,058.24	\$0.00
Post Construction						
Final inspection	0	\$0.00	0		\$0.00	\$0.00
Verifying As-Built plans	0	\$0.00	0		\$0.00	\$0.00
Final project filing and accounting	0	\$0.00				
Proposed Final Estimate	0	\$0.00				
Final Estimate	0	\$0.00				
Close out documents:	0	\$0.00				
Expenditures checklist						
Materials certification						
Final inspection report						
Detailed estimate and summary						
CCO Summary						
Final utilization of DBE's						
Final invoice						
Sub-Total	0	\$0.00	0	0	\$0.00	\$0.00
Total	40	\$6,519.23	80	0	\$10,058.24	\$0.00

Central Concord Pedestrian Improvements Streetscape Project,
PJ2239

Breakdown of proposals submitted for Construction Management, Inspection, and Material Testing Services for TOTAL BID (Base Bid and Additive Bid) of Construction Contract

Consultant	CM & Inspection Costs / % of construction cost	Material Testing Costs	Total Contract Amount / % of construction costs
Park Engineering	\$201,425 / 6.4%	\$33,000	\$234,425 / 7.5 %
Swinerton Consulting	\$219,567 / 7%	\$35,000	\$254,567 / 8.1%
Ghirardelli Assoc.	\$397,917 / 12.7%	\$29,233	\$427,150/ 13.7%