

**REPORT TO MAYOR AND COUNCIL**

TO THE HONORABLE MAYOR AND COUNCIL:

DATE: July 7, 2015

SUBJECT: AWARD A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$640,000 TO BAY LINE CUTTING AND CORING INC., OF BERKELEY; APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH PARK ENGINEERING OF ORINDA IN THE AMOUNT OF \$73,750.55 FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE CITYWIDE BRIDGE REPAIR PROGRAM-GROUP 1 BRIDGES CONSTRUCTION PROJECT NO. CIP-1601; AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENTS (FUNDED BY: BRIDGE PREVENTATIVE MAINTENANCE PROGRAM GRANT AND GENERAL FUNDS)

Report in Brief

The Citywide Bridge Repair Program – Group 1 Construction (Project No. CIP-1601) includes the construction of maintenance repairs on six bridge structures around the City. These repairs include, but are not limited to: deck resurfacing, slope paving, replacement of expansion joints, spall repairs, and drainage improvements.

Bay Line Cutting & Coring, Inc. (Bay Line) of Berkeley was the low bidder and submitted a responsive and responsible bid in the amount of \$640,000. Additionally, staff reviewed a proposal submitted by Park Engineering (Park) to provide Construction Management (CM) services in the amount of \$73,750.55.

Staff recommends that the City Council award a Construction Contract in the amount of \$640,000 to Bay Line Cutting and Coring, Inc. of Berkeley; approve a Professional Services Agreement in the amount of \$73,750.55 with Park Engineering of Orinda in the amount of \$73,750.55 for Construction Management Services; and authorize the City Manager to execute the agreements.

Background

On September 26, 2006, the City Council adopted Resolution No. 06-63, approving the Citywide Bridge Repair Program (Project No. 2060), and accepting a grant from Caltrans that was used to fund the costs of evaluating the preventive maintenance needs for 31 City-owned bridges. The evaluation resulted in a prioritized bridge repair needs list and was the first step in establishing eligibility for Caltrans' Bridge Preventive Maintenance Program (BPMP). The BPMP provides funding for certain activities that have been pre-approved by the Federal Highway Administration (FHWA) that extend the life of bridges. These activities include deck resurfacing, slope paving, replacement of expansion joints, spall repairs, and drainage improvements.

AWARD A CONSTRUCTION CONTRACT; APPROVE A PROFESSIONAL SERVICES AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE CITYWIDE BRIDGE REPAIR PROGRAM-GROUP 1 BRIDGES CONSTRUCTION PROJECT NO. CIP-1601; AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENTS

July 7, 2015

Page 2

Field reviews of the 31 bridges were conducted in April, 2011. Staff worked with Caltrans to select 17 of these bridges for maintenance, 6 of which were identified as requiring only limited environmental documentation. Because federal funds are being used in the project, National Environmental Policy Act (NEPA) clearance, as well as California Environmental Policy Act (CEQA) review is required. The remaining 11 bridges required more detailed environmental analyses and permits. To facilitate timely repair of those bridges that could be addressed more quickly, the bridges were divided into two groups as follows:

Group 1 Bridges - Limited environmental documentation required:

28C-0034, Willow Pass Road Bridge over Mount Diablo Creek
28C-0189L, Diamond Boulevard Bridge over Walnut Creek Left
28C-0189R, Diamond Boulevard Bridge over Walnut Creek Right
28C-0427, Cowell Road Bridge over Galindo Creek
28C-0436, Walnut Avenue Bridge over Contra Costa Canal
28C-0116, Kirker Pass Road Bridge over Mount Diablo Creek

Group 2 Bridges - Extensive environmental documentation required:

28C-0091L, Concord Avenue Bridge over Walnut Creek Left
28C-0091R, Concord Avenue Bridge over Walnut Creek Right
28C-0115, Ygnacio Valley Road Bridge over Galindo Creek
28C-0183, Willow Pass Road Bridge over Walnut Creek
28C-0221, Court Lane Bridge over Galindo Creek
28C-0222, St. Francis Drive Bridge over Galindo Creek
28C-0224, Whitman Road Bridge over SDM Channel
28C-0278, Claudia Drive Bridge over Holbrook Channel
28C-0357, San Miguel Road Bridge over Pine Creek
28C-0361, Concord Boulevard Bridge over Mount Diablo Creek
28C-0362, Ayers Road Bridge over Mount Diablo Creek

Caltrans approved staff's request to split the bridges into two groups in 2013 which resulted in the project's federal funding being split up into three federal project numbers:

BPMP 5135(039) to fund the environmental and design work for all seventeen (17) bridges
BPMP 5135(048) to fund right-of-way and construction of the Group 1 Bridges
BPMP 5135(049) to fund right-of-way and construction of the Group 2 Bridges

To remain consistent with federal funding, the City Council approved two spin-off projects to be generated from the Citywide Bridge Repair Program (PJ 2060) when it approved the FY 2015-16 CIP Program in June of this year:

CIP-1601: Citywide Bridge Repair Program-Group 1 Bridges Construction
CIP-1602: Citywide Bridge Repair Program-Group 2 Bridges Construction

As planned, the construction schedule for the Group 1 Bridges project (Attachment 1) has accelerated ahead of Group 2 Bridges. The final environmental clearance on the Group 1 Bridges project was completed in

AWARD A CONSTRUCTION CONTRACT; APPROVE A PROFESSIONAL SERVICES AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE CITYWIDE BRIDGE REPAIR PROGRAM-GROUP 1 BRIDGES CONSTRUCTION PROJECT NO. CIP-1601; AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENTS

July 7, 2015

Page 3

late 2014. The Plans, Specifications, and Estimate (PS&E) package was completed in early 2015. Caltrans issued the Authorization to proceed with construction in April of this year, and the project was advertised for construction in April and May of this year.

Discussion

Construction Contract

The bid opening for the Citywide Bridge Repair Program-Group 1 Bridges Construction project (Project No. 1601) was held at 10:00 a.m. on Friday, May 22, 2015. Two (2) bids were received ranging from \$640,000 to \$902,491 for the Total Bid as shown on the Bid Results (Attachment 2). The Engineer's estimate was \$609,627. Bay Line Cutting and Coring Inc. (Bay Line) was the low bidder and submitted a responsible and responsive bid in the total amount of \$640,000.

Staff contacted Bay Line to obtain confirmation of their bid amount. Bay Line confirmed that they are comfortable with their bid and ready to perform the work as bid. Staff has completed its analysis of Bay Line's bid, determining that Bay Line: possesses an appropriate and valid contractor's license; is not on any debarred list; that they and 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.

It should be noted that during staff's analysis of Bay Line's bid proposal, it was discovered that one of their listed subcontractors, Lination Markings, had an expired business license. Per Public Contract Code Section 4107 (the code), a prime contractor is permitted to request a subcontractor substitution "when the listed subcontractor is not licensed pursuant to the Contractor's License Law".

As required by the code, Bay Line submitted their request (Attachment 3) to the City to substitute Lination Markings with Chrisp Company. The code requires that, prior to approval of the prime contractor's request for the substitution, the awarding authority, or its duly authorized officer, shall give notice in writing to the listed subcontractor of the prime contractor's request to substitute, and the reasons for the request. The notice shall be served by certified or registered mail to the last known address of the subcontractor, and the listed subcontractor who has been so notified has five working days within which to submit written objections to the substitution to the awarding authority. As required, the City sent Lination Markings notification of Bay Line's request for the substitution on June 4, 2015 (Attachment 4). As of June 10 staff had yet to receive a written objection from Lination Markings making Bay Line's substitution request compliant with Public Contract Code 4107.

Professional Services Agreements

During the construction bid advertising period, the City advertised for Construction Management Services. Both firms submitted quality proposals and delivered impressive oral interviews providing strong evidence of being quality candidates for providing Construction Management (CM) services. However, based on their superior bridge maintenance construction management experience, Park was selected as the top candidate.

Prior to identifying Park Engineering as the top candidate to provide Construction Management services, staff analyzed their proposal and conducted oral interviews. Lastly, staff has checked several references for similar

AWARD A CONSTRUCTION CONTRACT; APPROVE A PROFESSIONAL SERVICES AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE CITYWIDE BRIDGE REPAIR PROGRAM-GROUP 1 BRIDGES CONSTRUCTION PROJECT NO. CIP-1601; AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENTS

July 7, 2015

Page 4

projects that Park Engineering has performed in the past. Based on this review, staff has determined that their rates, allocation of hours, and total costs are reasonable for this project. Park Engineering's fee of \$73,750.55 is approximately 10% of the total construction cost of \$704,000 which falls within a reasonable range for this type of work. Approving the Agreement with Park Engineering will allow the project to proceed in a timely manner. The proposed Agreement has been reviewed by the City Attorney's office (Attachment 5).

To take advantage of the summer weather, the project schedule calls for commencing construction immediately after award – preferably in July of this year. The construction schedule allows for 40 working days to complete work on five of the bridges:

28C-0034, Willow Pass Road Bridge over Mount Diablo Creek
28C-0189L, Diamond Boulevard Bridge over Walnut Creek Left
28C-0189R, Diamond Boulevard Bridge over Walnut Creek Right
28C-0427, Cowell Road Bridge over Galindo Creek
28C-0116, Kirker Pass Road Bridge over Mount Diablo Creek

An additional 10 working days is provided to complete work on Bridge 28C-0436, Walnut Avenue Bridge over the Contra Costa Canal, at a later date. As required by the Contra Costa Water District (CCWD), work on this bridge must be done during the Canal Maintenance Period which is estimated to be between January 1, 2016 and March 15, 2016.

Caltrans issued a NEPA Categorical Exclusion for the Group 1 bridges on October 17, 2013. Additionally, this project qualifies for a Categorical Exemption from the requirement for preparation of an environmental document as provided for in Section 15301 of the California Environmental Quality Act. The Notice of Exemption was filed with the County Recorder's Office on May 27, 2015.

Fiscal Impact

The project budget of \$846,124 is sufficient to fully fund construction for the Group 1 Bridges, including this \$640,000 Construction Contract and \$73,750.55 PSA for CM Services. This project funding includes \$163,400 in General funds and \$682,724 in Federal (BPMP) funds.

Public Contact

The City Council Agenda was posted.

AWARD A CONSTRUCTION CONTRACT; APPROVE A PROFESSIONAL SERVICES AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE CITYWIDE BRIDGE REPAIR PROGRAM-GROUP 1 BRIDGES CONSTRUCTION PROJECT NO. CIP-1601; AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENTS

July 7, 2015

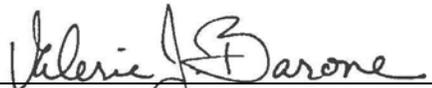
Page 5

Recommendation for Action

Staff recommends that the City Council award a Construction Contract in the amount of \$640,000 to Bay Line Cutting and Coring, Inc. of Berkeley; approve a Professional Services Agreement in the amount of \$73,750.55 with Park Engineering of Orinda in the amount of \$73,750.55 for Construction Management Services; and authorize the City Manager to execute the agreements.

Prepared by: Jeff Rogers, PE
Associate Civil Engineer
jeff.rogers@cityofconcord.org

Reviewed by: Robert Ovadia, PE
City Engineer
robert.ovadia@cityofconcord.org



Valerie J. Barone
City Manager
valerie.barone@cityofconcord.org

Reviewed by: Victoria Walker
Director of Community & Economic Development
victoria.walker@cityofconcord.org

- Attachment 1 – Location Map
- Attachment 2 – Bid Results
- Attachment 3 – Bay Line Notification Letter
- Attachment 4 – City Notification Letter
- Attachment 5 – Professional Services Agreement (Park)

City of Concord

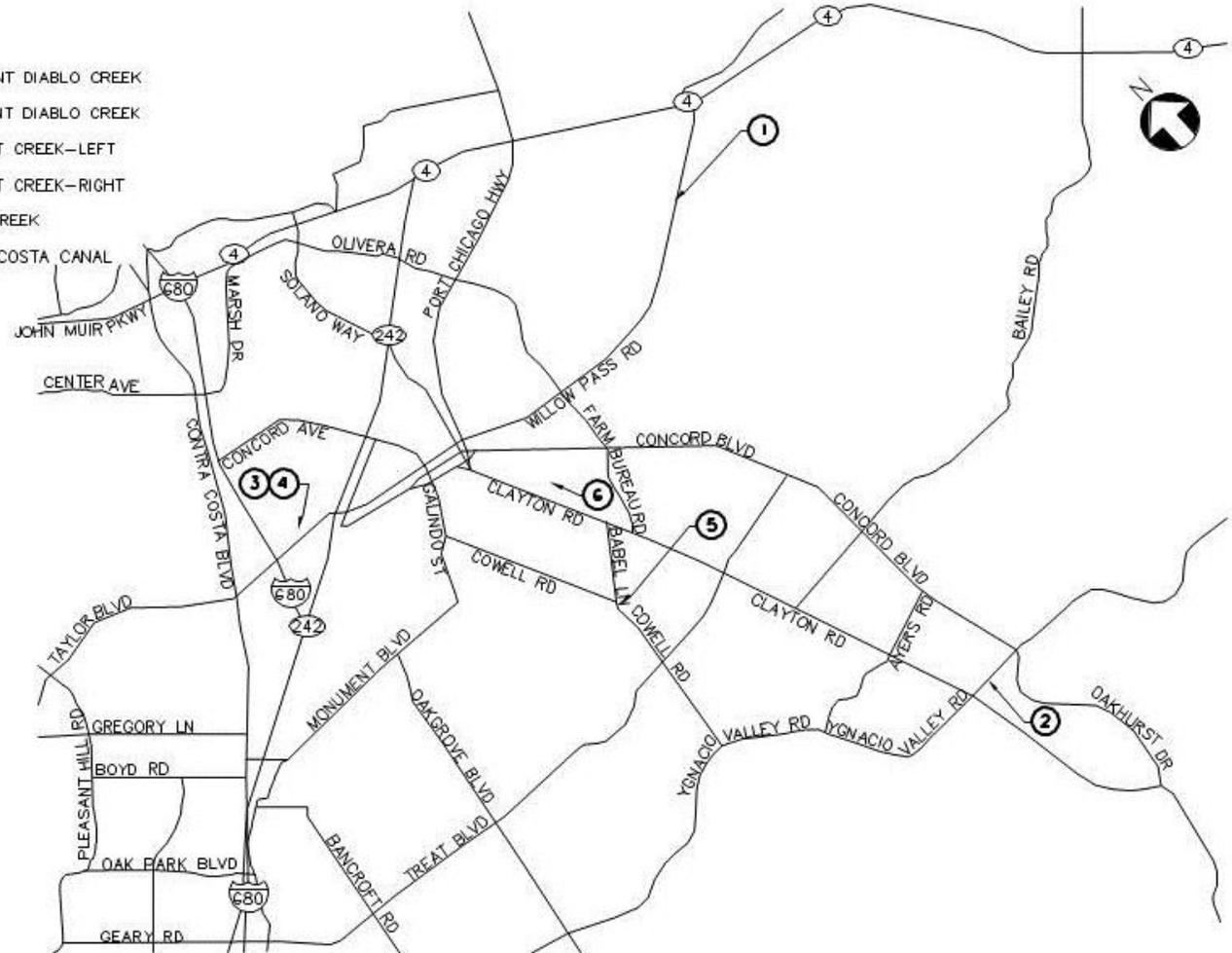
Citywide Bridge Repair Program

➤ Group 1 of 2 Bridges

STRUCTURE LIST

ID NO BRIDGE NO

- ① 28C0034 WILLOW PASS RD OVER MOUNT DIABLO CREEK
- ② 28C0116 KIRKER PASS RD OVER MOUNT DIABLO CREEK
- ③ 28C0185L DIAMOND BLVD OVER WALNUT CREEK-LEFT
- ④ 28C0189R DIAMOND BLVD OVER WALNUT CREEK-RIGHT
- ⑤ 28C0427 COWELL RD OVER GALINDO CREEK
- ⑥ 28C0436 WALNUT AVE OVER CONTRA COSTA CANAL



VICINITY MAP
NO SCALE

**City of Concord
Bid Sheet**

PROJECT #2060

Citywide Bridge Repair Program (Group One Bridges)

Bid Opening:

**Friday,
May 22, 2015
10:00 a.m.**

City Manager's Conference Room

Engineer's Estimate: \$500,000-700,000

To be awarded: TBD

COMPANY	TOTAL BID
Bay Line 1635 Fourth Street Berkeley, CA 94710	\$640,000
American Civil Constructors West Coast 2990 Bay Vista Court Benicia, CA 94510	\$902,491

Contact: Jeff Rogers x3108



License # 809660

June 3, 2015

Send Via Email

City of Concord
Community and Economic Development
1950 Parkside Drive, MS/40
Concord, CA 94519

Attn: Mr. Jeff Rogers, PE. QSD, Project Manager

Re: Subcontractor Substitution

Dear Mr. Rogers:

Per Public Code 4107, section 6, Lination Marking Corp has a suspended contractors license due to a Contract License bond dispute. Bay Line Cutting & Coring Inc. is herewith requested to substitute Lination Marking Corp with Chrisp Company to perform the stripe installation. Chrisp Companies license number is 374600, DIR Number 1000000306. This change will not reflect any cost to The City of Concord.

Per Public Code 4107, section 9, Bay Line will send this letter of substitution via register mail to Lination Marking Corp at 1262 Cape Cod Way, Concord CA 94521, today June 6 2015.

If you have any question, please do not hesitate to contact us at (510) 527-1000.

Truly yours,

Juan C. Arrequin
Project Manager

CITY OF CONCORD
ENGINEERING SERVICES
1950 Parkside Drive, MS/40
Concord, California 94519
FAX: (925) 798-9692

Telephone: (925) 671-3361



CITY COUNCIL
Timothy S. Grayson, Mayor
Laura M. Hoffmeister, Vice Mayor
Edi E. Bisan
Daniel C. Helix
Ronald E. Leone

Thomas J. Wentling, City Treasurer
Valerie J. Barone, City Manager

June 4, 2015

Lineation Marking Corp
1262 Cape Cod Way
Concord, CA 94521

RE: Notice of Request for Subcontractor Substitution (Public Contract Code Section 4107)

Dear Lineation Markings Corporation –

I am writing regarding the City of Concord's CIP PJ 2060 Citywide Bridge Repair Program Group 1 Bridges (Federal Project Number: BPMP 5135(048)) (the "Project"). On June 3, 2015, the City received a Request for Subcontractor Substitution from Bay Line Cutting & Coring, Inc. regarding Bay Line's bid on the Project. Pursuant to Public Contract Code Section 4107 (a)(6), Bay Line seeks the City's approval to substitute another subcontractor for you on the Project because you have a "suspended contractor's license". (Please find Bay Line's Request for Subcontractor Substitution enclosed.)

According to Public Contract Code Section 4107, the City is required to send you this notice before approving the substitution. That section states, in pertinent part:

Prior to approval of the prime contractor's request for the substitution, the awarding authority, or its duly authorized officer, shall give notice in writing to the listed subcontractor of the prime contractor's request to substitute and of the reasons for the request. The notice shall be served by certified or registered mail to the last known address of the subcontractor. The listed subcontractor who has been so notified has five working days within which to submit written objections to the substitution to the awarding authority. Failure to file these written objections constitutes the listed subcontractor's consent to the substitution.

If written objections are filed, the awarding authority shall give notice in writing of at least five working days to the listed subcontractor of a hearing by the awarding authority on the prime contractor's request for substitution.

You can contact me at the following address: 1435 Gasoline Alley, Concord, CA, 94520.

Thank you,

Jeff Rogers, PE
(925) 671-3108

Cc: Juan C. Arrequin, PM, Bay Line Cutting & Coring Inc
Joshua Clendenin, Asst. City Attorney, City of Concord

AGREEMENT FOR PROFESSIONAL SERVICES

1 THIS AGREEMENT (“Agreement”) is entered into on July 7, 2015 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 Project No. 2060
8 (Citywide Bridge Repair Program) as further described in Section 2 of this Agreement, upon the terms
9 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 July 7, 2015 and expire on June 30,
13 2016.

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 services for Project No. 2060 (Citywide Bridge Repair Program) described in detail in Exhibit A, a
27 proposal from Park Engineering dated June 11, 2015 is attached hereto and made a part hereof. CITY
28 retains all rights of approval and discretion with respect to the projects and undertakings contemplated

1 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 seventy three
5 thousand, seven hundred fifty and fifty five hundredths dollars (\$73,750.55) 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
28

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
28

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
28

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.** CONSULTANT agrees to defend, indemnify and hold
12 harmless the CITY, its officers, officials, employees, agents and volunteers from and against any and
13 all claims, demands, actions, losses, damages, injuries, and liability (including all attorney's fees and
14 other litigation expenses) arising out of the CONSULTANT's performance under the terms of this
15 Agreement. This indemnification obligation on CONSULTANT'S part shall not apply to demands,
16 actions, losses, damages, injuries, and liability arising out of sole negligence or willful misconduct on
17 the part of CITY.

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

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

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

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

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

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

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

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

25 **(2) Primary Coverage.** CONSULTANT'S insurance coverage shall be
26 primary insurance with respect to CITY, its officers, officials, employees, and volunteers. Any
27 insurance, risk pooling arrangement, or self-insurance maintained by CITY, its officers, officials,
28

1 employees, or volunteers shall be in excess of CONSULTANT'S insurance and shall not contribute
2 with it.

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

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

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

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

23 **14. TERMINATION.** CITY may terminate this Agreement for any reason upon ten (10)
24 days written notice to the other party. CITY may terminate the Agreement upon five (5) days written
25 notice if CONSULTANT breaches this Agreement. In the event of any termination, CONSULTANT
26 shall promptly deliver to the CITY any and all finished and unfinished reports or other written,
27 recorded, photographic, or visual materials, documents, data, and other deliverables ("Work
28

1 Materials”) prepared for the CITY prior to the effective date of such termination, all of which shall
2 become CITY’s sole property. After receipt of the Work Materials, CITY will pay CONSULTANT
3 for the services performed as of the effective date of the termination.

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

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

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

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

20 **16. CONFLICT OF INTEREST.**

21 **A.** CONSULTANT covenants and represents that neither it, nor any officer or
22 principal of its firm, has, or shall acquire any interest, directly or indirectly, which would conflict in
23 any manner with the interests of CITY or which would in any way hinder CONSULTANT’S
24 performance of services under this Agreement. CONSULTANT further covenants that in the
25 performance of the Agreement, no person having any such interest shall be employed by it as an
26 officer, employee, agent or subcontractor without the express written consent of the CITY.
27 CONSULTANT agrees to at all times avoid conflicts of interest, or the appearance of any conflicts of
28

1 interest, with the interests of the CITY in the performance of this Agreement.

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

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

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

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

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

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

23 **20. ENFORCEABILITY; INTERPRETATION.** In the event that any of the provisions
24 or portions of application of any of the provisions of the Agreement are held to be illegal or invalid by
25 a court of competent jurisdiction, CITY and CONSULTANT shall negotiate an equitable adjustment
26 in the provisions of the Agreement with a view toward affecting the purpose of the Agreement. The
27 illegality or invalidity of any of the provisions or portions of application of any of the provisions of
28

1 the Agreement shall not affect the legality or enforceability of the remaining provisions or portions of
2 application of any of the provisions of the Agreement. This Agreement shall be interpreted as though
3 it was a product of a joint drafting effort and no provisions shall be interpreted against a party on the
4 ground that said party was solely or primarily responsible for drafting the language to be interpreted.

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

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

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

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

To CITY:

**Robert Ovadia, City Engineer
Community & Economic Development Department
City of Concord
1950 Parkside Drive
Concord, CA 94519-2578
Phone: (925) 671-3470
Fax: (925) 798-9692**

To CONSULTANT:

**Jaemin Park President
Park Engineering
372 Village Square
Orinda, CA 94563
Phone: (925) 257-2508**

25. NON-LIABILITY. No member of the CITY and no other officer, employee or agent of the CITY shall be personally liable to CONSULTANT or otherwise in the event of any default or breach of the CITY, or for any amount which may become due to CONSULTANT or any successor in interest, or for any obligations directly or indirectly incurred under the terms of this Agreement.

26. EXECUTION. Each individual or entity executing this Agreement on behalf of CONSULTANT represents and warrants that he or she or it is duly authorized to execute and deliver this Agreement on behalf of CONSULTANT and that such execution is binding upon CONSULTANT.

This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

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

CONSULTANT

CITY OF CONCORD, a Municipal Corporation

By: _____
Name: Jaemin Park
Title: President
Address: 372 Village Square
Orinda, CA 94563
Telephone: (925) 257-2508

By: _____
Name: Valerie Barone
Title: City Manager
Address: 1950 Parkside Drive
Concord, CA 94519
Telephone: (925) 671-3470

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

APPROVED AS TO FORM:

ATTEST:

City Attorney

City Clerk

FINANCE DIRECTOR'S CERTIFICATION:

Concord, California

Date: _____, 2015

I HEREBY CERTIFY THAT ADEQUATE FUNDS EXIST OR WILL BE RECEIVED DURING THE CURRENT FISCAL YEAR 2015/16 TO PAY THE ANTICIPATED EXPENSES TO BE INCURRED PURSUANT TO THIS CONTRACT. THE SUM OF **\$73,750.559.**

Account Code: 4029500C999/4022060211-74250

Finance Director's Signature



City of Concord
Citywide Bridge Repair Program - Group 1 Bridges
City Project No. 2060; Federal Project No. BPMP-5135(048)

OVERHEAD RATE = 110.00%

FEE = 7.00%

Name/Classification	Rates		Hours				Total Regular Hours	Total Overtime Hours	Cost
	Regular Rate	Overtime Rate	Pre-Con	Construction	Close-out				
Indy Chadha, P.E. CM/Resident Engineer	\$ 157.29	\$ 157.29	16	130	16	162	0	\$ 25,480.98	
Chris Kinser Construction Inspector	\$ 121.34	\$ 182.01	8	320	8	336	0	\$ 40,769.57	
<hr/>									
Inspection Services, Inc. Materials Testing and Inspection			(Estimate - As Needed)						\$ 7,500.00
<hr/>								Total =	\$ 73,750.55

1. Rate includes vehicle, mobile phone, laptop and all equipment required to perform required duties.
2. Based on 50 working days as stated in Contract Documents and addendums.

Park Engineering will support the City by providing construction management, inspection, and materials testing services. We will perform all the duties required in the RFP dated April 30, 2015, which include, but are not limited to the services listed below:

	CM/ Resident Engineer Hours	Construction Inspector Hours
Pre Construction		
Set up project files and accounting system	6	
Pre construction meeting	2	2
Pre construction photos and documentation		6
Prepare and submit project award package to Caltrans	8	
Pre-Construction Hours	16	8
Construction		
Contract management and administration:	130	
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		
Caltrans and FHWA audits		
Construction inspection and acceptance:		320
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		
Construction Hours	130	320
Post Construction		
Final inspection	2	4
Verifying As-Built plans	2	4
Final project fiing and accounting	2	
Proposed Final Estimate	2	
Final Estimate	2	
Close out documents to Caltrans:	6	
Expenditures checklist		
Materials certification		
Final inspection report		
Detailed estimate and summary		
CCO Summary		
Final utilization of DBE's		
Final invoice		
Post-Construction Hours	16	8



***City of Concord
Citywide Bridge Program***

SCHEDULE OF FEES AND SERVICES

CORPORATE HEADQUARTERS

1798 University Avenue
Berkeley, CA 94703-1514
T: 510.900.2100
F: 510.900.2101

OAKLAND

211 10th Street, Suite 298
Oakland, CA 94607
T: 510.986.1157
F: 510.986.1158

SAN FRANCISCO

Pier 26, The Embarcadero
San Francisco, CA 94105
T: 415.242.3265
F: 415.243.3266

TORRANCE

1326 Border Ave.
Torrance, CA 90501
T: 310.755.3600
F: 310.328.8193



Personnel hourly rates and material testing rates for general and special services are contained in the following pages.

- Services will be performed on a time and materials basis at the unit rates listed.
- Prices are valid through June 30, 2016.
- Please contact our offices for further detail.



PROFESSIONAL SERVICES

PROFESSIONAL SERVICES

1109	Expert Witness	270.00 /hour
1101	Principal	190.00 /hour
1108	Geotechnical Engineer	175.00 /hour
1102	Professional Engineer	160.00 /hour
1103	Staff Engineer	145.00 /hour
1221	Project Manager	145.00 /hour
2112	Lead Inspector (Group 1)	102.00 /hour
2109	Field Technician / Inspector	98.00 /hour
1106	Laboratory Technician	98.00 /hour
1104	Administrative Services	75.00 /hour
1314	Contract Labor	cost+20% /each

INSPECTION SERVICES

Oversight Inspections

2107	DSA - OSHPD Certified Inspector (IOR)	quote /hour
2108	Inspection in Hazardous Containment Area	195.00 /hour

Soils / Asphalt Division

2701	Field Compaction Testing with Nuclear Gauge	102.00 /hour
2703	Soils Observation	98.00 /hour
2702	Material Sampling / Transportation	98.00 /hour
2704	Sampling of Grout for Soil Nails or Tiebacks	98.00 /hour
2705	Sampling of Soil-Cement Mixture	98.00 /hour
2706	Observation of Soil Nail or Tieback Stressing	98.00 /hour
2707	Pile / Pier Observation	98.00 /hour
2708	Geotechnical Observation by Inspector	98.00 /hour
2709	Field Compaction Testing with Sandcone	102.00 /hour
2710	Field Compaction Testing with Rubber Balloon	102.00 /hour
2801	AC Observation / Compaction Testing	102.00 /hour
2802	QC/QA Technician (Caltrans/FAA/NICET certified)	98.00 /hour
2803	QC/QA Technician (Caltrans/FAA/NICET) 10hr day	1,265.00 /day
2804	AC Batch Plant Inspection / Sampling	98.00 /hour

Concrete / Shotcrete Division

2301	Concrete Placement Inspection	98.00 /hour
2312	Concrete Sampling	98.00 /hour
2311	Sampling of Lightweight Insulating Concrete	98.00 /hour
2308	Installation of Maturity Sensors	98.00 /hour
2605	NS Grout Inspection / Sampling	100.00 /hour
2305	Batch Plant Inspection	98.00 /hour
2302	Shotcrete Placement Inspection	98.00 /hour
2307	DSA Shotcrete Placement Inspection	102.00 /hour
2303	Witness of Rebar and Shotcrete for Pre-Construction	98.00 /hour
2304	Coring / Evaluation of Pre-Construction Panel (3 cores)	975.00 /each
2310	QC/QA Technician (NICET)	98.00 /hour

Reinforcing / Strand Steel Division:

2201	Rebar Placement Inspection	98.00 /hour
2203	Rebar / Strand ID Sampling / Tagging	98.00 /hour
2402	PT Strand Stressing Inspection	98.00 /hour

Masonry Division

2501	Masonry Block / Reinforcing / Grout Inspection	98.00 /hour
2506	Brick Veneer / Exterior Façade Inspection	98.00 /hour
2504	Brick Veneer Façade Testing	135.00 /hour
2505	Masonry Sampling / Tagging	98.00 /hour
2503	DSA Continuous Masonry Inspection	102.00 /hour

Structural Steel Division

2601	Field Welding Inspection (visual)	100.00 /hour
2602	Shop Welding Inspection (visual)	100.00 /hour
2603	High Strength Bolting Inspection	100.00 /hour
2608	NDT Ultrasonic Testing (UT)	100.00 /hour
2609	NDT Magnetic Testing (MT)	100.00 /hour
2610	NDT Liquid (Dye) Penetrant Testing (PT)	100.00 /hour
2611	Inspection of Misc. Structural Steel/Welding (visual)	100.00 /hour
2612	Inspection of Steel Deck Welding/Shear Studs (visual)	100.00 /hour
2613	Witness Welding Qualification Tests	100.00 /hour
2614	Inspection of Welding of Non-Structural Elements	100.00 /hour
2615	Material Identification to CMTR and/or Sampling	100.00 /hour
2616	Inspection of Curtain Wall Attachment	100.00 /hour
2617	Radiographic Examination (by others)	cost+20% /hour
2618	Pile Splice Welding Inspection	100.00 /hour
2620	Sampling of End-Welded Studs	100.00 /hour
2621	Sampling of High Strength Bolts (HSB)	100.00 /hour
2622	Level III UT and MT Technician	170.00 /hour
2623	Inspection of Cold-formed Metal Framing	100.00 /hour

Fireproofing / Roof / Wood / Waterproofing Division:

2901	Fireproofing Density / Thickness Testing	98.00 /hour
2917	Roofing / Waterproofing Inspection	98.00 /hour
2905	Shearwall / Diaphragm Nailing Inspection	145.00 /hour
2908	Glu-lam Shop Inspection	98.00 /hour
2918	Inspection of Plaster/Stucco Application / Sampling	98.00 /hour

Specialty Testing Division

2904	Proof Load / Torque Testing	102.00 /hour
2903	Witness Dowel / Anchor Installation	98.00 /hour
2909	Ferroscon Survey	130.00 /hour
2920	Ground Penetrating Radar Survey (GPR)	200.00 /hour
2913	Floor Flatness Survey (Dipstick)	145.00 /hour
2916	Moisture Emission Testing Placement / Pick-Up	98.00 /hour
2914	Intumescent Paint Thickness Inspection	102.00 /hour
2306	Coring Technician, One Man	130.00 /hour
2919	Inspection of Ploymer Matrix Composite (Fibrwrap)	98.00 /hour
2921	Inspection of Crack Repair Measures	98.00 /hour
2922	Ground-Resistance Testing	145.00 /hour
2902	In-place Brick Mortar Shear Testing	102.00 /hour
2915	Rebound Hammer Testing (ASTM C805)	102.00 /hour
2202	Verification of Rebar Placement with Pachometer	102.00 /hour



LABORATORY SERVICES

Aggregate and Soils Mechanics

3401	Sieve Fine/Coarse Aggregates ASTM C136 / CT 202	80.00 /each
3402	Materials Finer than # 200 Sieve by Washing ASTM C117	60.00 /each
3403	Gradation ASTM C117 and C136	125.00 /each
3404	Sp. Gravity/Absorption of Coarse Agg ASTM C128 / CT 206	60.00 /each
3405	Specific Gravity/Absorption of Fine Agg ASTM C128 / CT 207	110.00 /each
3407	Bulk Density (Unit Weight) and Voids of Agg ASTM C29	95.00 /each
3413	Clay Lumps and Friable Particles in Agg ASTM C142	60.00 /each
3414	Cleanness Value of Coarse Agg CT 227	160.00 /each
3416	Aggregate Durability Index ASTM D3744 / CT 229	310.00 /each
3417	Percent Crushed Particles ASTM D5821 / CT 205	200.00 /each
3418	Fine Aggregate Angularity ASTM C1252 / CT 234	110.00 /each
3450	Materials Finer than No. 200 Sieve ASTM D1140	110.00 /each
3451	Liquid Limit, Plastic Limit and PI ASTM D4318 / CT 204	230.00 /each
3452	Particle Size Analysis of Soils ASTM D422	120.00 /each
3453	Hydrometer Analysis, incl Sp. Gravity ASTM D422	440.00 /each
3454	Soil Classification ASTM D422, D1140, D4318	390.00 /each
3455	Specific Gravity of Soils ASTM D854 / CT 209	220.00 /each
3456	Moisture Content of Soil / Agg ASTM D2216, C566 / CT 266	32.00 /each
3457	Moisture Content and Density of Soil from Borings	60.00 /each
3458	Sand Equivalent for Soils / Fines ASTM D2419 / CT 217	110.00 /each
3459	Lab Compaction (Standard) A/B (4" Mold) ASTM D698	130.00 /each
3460	Lab Compaction (Standard) C (6" Mold) ASTM D698	185.00 /each
3461	Lab Compaction (Modified) A/B (4" Mold) ASTM D1557	210.00 /each
3462	Lab Compaction (Modified) C (6" Mold) ASTM D1557	290.00 /each
3463	Oversize Correction for Lab Compaction ASTM D4718	60.00 /each
3464	Unconfined Comp. Strength inc. MD ASTM D2166 / CT 221	130.00 /each
3465	Density / Unit Weight by Sand Cone Method ASTM D1556	32.00 /each
3466	R-Value of Compacted Soils ASTM D2844 / CT 301	425.00 /each
3467	California Impact Test Max Wet Density CT 216	325.00 /each
3468	Maximum Index Density on Vibratory Table ASTM D4253	330.00 /each
3469	Organic Impurities in Fine Aggregate ASTM C140	50.00 /each
3470	California Bearing Ration (CBR), 3 points ASTM D1883	650.00 /each
3471	LA Abrasion Resistance ASTM C131	225.00 /each
3472	Aggregate Soundness Sodium Sulfate ASTM C88/CT214	100.00 /each

Asphaltic Concrete Products

3601	Moisture Content of Asphalt Mixture CT 370	50.00 /each
3602	Bulk Specific Gravity of Bituminous Mixture CT 308	60.00 /each
3603	Theoretical Maximum Sp. Gravity and Density CT 109	70.00 /each
3604	Asphalt Content by Vacuum Extraction ASTM D2172 / CT 362	105.00 /each
3605	Asphalt Content by Ignition Method ASTM D6307 / CT 382	170.00 /each
3606	Asphalt Content by Nuclear Method ASTM D4125 / CT 379	85.00 /each
3607	Stabilometer Value ASTM D1560 / CT 366	135.00 /each
3608	Recommending Optimum Bitumen Content CT 367	2,310.00 /each
3609	Optimum Bitumen Content of Open Grade CT 368	660.00 /each
3610	QC Plan for Caltrans QC/QA projects	quote /each
3611	Tensile Strength Ratio ASTM D4867	1,210.00 /each
3612	Marshall Compacted Sample (set of 3) ASTM D1559	230.00 /set
3613	Marshall Stability and Flow, Air Voids ASTM D1559, D3203	75.00 /each
3614	Bulk Specific Gravity of Core Sample ASTM D2726	60.00 /each
3615	Theoretical Max Specific Gravity (Rice) ASTM D2041	120.00 /each

Asphaltic Concrete cont.

3616	Sieve Analysis of Extracted Aggregate ASTM D5444	100.00 /each
3617	Marshall Mix Design	2,310.00 /each
3618	Bulk Specific Gravity of Compacted Samples ASTM D1188	80.00 /each
3619	Swell of Bituminous Mixtures CT 305	120.00 /each
3620	Moisture Vapor Susceptibility of Mixture CT 307	225.00 /each
3621	Centrifuge Kerosene Equivalent and ABR CT 303	185.00 /each
3622	Lab Test Maximum Density CT 375	390.00 /set

Concrete, Shotcrete, Products

3101	Compression Test 3"x6", 4"x8", or 6"x12" Cyl ASTM C39	45.00 /each
3105	Compression Test of Shotcrete/Concrete Core ASTM C42	90.00 /each
3106	Unit Weight of Freshly-Mixed Concrete ASTM C138	42.00 /each
3107	Density, Absorption, Voids in Hard Concrete ASTM C642	68.00 /each
3108	Concrete Trial Batch (IBC or CCR Title 24, per W/C Ratio	600.00 /each
3120	Modulus of Elasticity of Concrete ASTM C469	220.00 /each
3121	Compression Test of Samples not Taken by ISI	60.00 /each
3124	Drying Shrinkage of Concrete Beams ASTM C157 set of 3	440.00 /set
3125	Concrete Splitting Tensile Strength ASTM C496	70.00 /each
3126	Unit Weight of Controlled Density Material	60.00 /each
3128	Flexural Strength of Concrete ASTM C78 / CT 523	110.00 /each
3131	Compressive Strength of Insulating Concrete ASTM C495	55.00 /each
3132	Density of Lightweight Concrete ASTM C567	85.00 /each
3133	Creep of Concrete (per month) ASTM C512	235.00 /each
3134	Flexural Toughness (FRC) Beams ASTM C1018	235.00 /each
3135	Flexural Toughness (FRC) Round Panels ASTM C1550	315.00 /each
3129	Calibration of Concrete w/ Maturity System (17 cylinders)	690.00 /set
3130	Petrographic Analysis (by others)	quote /each
2911	Concret Moisture Vapor Emission Kit ASTM F1869	55.00 /each
2923	Concrete In-Situ Relative Humidity ASTM F2170 Add to hfly rate	55.00 /each
2924	pH Value Determination Add to hfly rate	10.00 /each
2309	Concrete Maturity Sensors	75.00 /each

Fireproofing / Roof / Wood / Waterproofing Products

3701	Density of Spray Applied Fireproofing UBC 7-6	60.00 /each
2912	Cohesion/Adhesion Test Kit (SFRM)	55.00 /each
3702	Compression Test of Plaster Cylinder or Cube ASTM C472	60.00 /each
3703	Density of Plaster Cylinder or Cube ASTM C472	60.00 /each
3704	Bond Strength of Tile ASTM C482	340.00 /set
3705	Tensile Test of Polymer Material (Fibrwrap) ASTM D3039	600.00 /set

Masonry Products

3109	Drying Shrinkage of CMU Units ASTM C426	200.00 /each
3110	CMU Shrinkage, Absorption, Moisture, Unit Wt. C140	1,100.00 /set
3123	CMU Core Shear Test CCR Title 24, per side	85.00 /each
3136	Compression Test 2"x2" Cube ASTM C109	60.00 /each
3102	Compression Test 2"x4" Mortar or Grout ASTM C39	45.00 /each
3103	Compression Test 4"x4" Grout Prism ASTM C39	45.00 /each
3104	Compression Test Masonry Prism ASTM C1314	165.00 /each
3137	Compression Test Masonry Block ASTM C140	90.00 /each



Reinforcing Steel Products

3201	Tensile and Bend #3 to #8 ASTM A370	110.00 /each
3202	Tensile and Bend #9 to #11 ASTM A370	150.00 /each
3203	Tensile and Bend #14 and #18 ASTM A370	290.00 /each
3204	Slip Test of Mechanical Splice CT 670	85.00 /each

Structural Steel / Welding Products

3301	Rockwell Hardness ASTM A370, E18	60.00 /each
3302	Charpy Impact 45 deg. V (to 100F) ASTM A370, E23	300.00 /each
3303	Macroetch Examination Welded Test Joints AWS D1.1, 1.4	100.00 /each
3304	Reduced Section Tensile ASTM A370	105.00 /each
3305	Guided Bends; side, root, or face AWS D1.1	25.00 /each
3306	All Weld Metal Tensile AWS D1.1	105.00 /each
3307	Tensile Test of Miscellaneous Steel ASTM A370	105.00 /each
3308	Tensile and Bend Test of Miscellaneous Steel ASTM A370	125.00 /each
3310	Mechanical Properties of HSB w/ nuts/Washers	265.00 /set
3311	Mechanical Properties of End-Welded Studs ASTM A370	125.00 /each
2604	Calibration of Torque Wrench for HSB	155.00 /set
2619	Welder Qualification Test Record (Excluding Lab Tests)	100.00 /each

Engineering Review / Miscellaneous Items

1201	Concrete Mix Design Review UBC or CCR Title 24	160.00 /each
1202	Shotcrete Mix Design Review UBC or CCR Title 24	160.00 /each
1203	Grout Mix Design Review UBC or CCR Title 24	160.00 /each
1204	Review of Welding Documents (WPS)	160.00 /hour
1205	Review of Documents	160.00 /hour
1206	Jobsite Meetings/Supervision	145.00 /hour
1207	Shotcrete Final Verified Report DSA or OSHPD	210.00 /each
1208	Welding Final Verified Report DSA or OSHPD	210.00 /each
1209	Masonry Final Verified Report DSA or OSHPD	210.00 /each

Engineering Review / Miscellaneous Items cont.

1210	Final Inspection Affidavit UBC 1701, up to 3 visits	210.00 /each
1211	Final Inspection Affidavit UBC 1701, up to 10 visits	315.00 /each
1212	Final Inspection Affidavit UBC 1701, up to 25 visits	420.00 /each
1213	Final Inspection Affidavit UBC 1701, up to 100 visits	730.00 /each
1214	Final Inspection Affidavit UBC 1701, more than 100 visits	1,000.00 /each
1215	Laboratory Final Verified Report DSA or OSHPD	350.00 /each
1216	Geotechnical Final Verified Report DSA or OSHPD	525.00 /each
1217	QC/QA Engineering Consulting Services	160.00 /hour
1218	Pavement Design/ Consulting	160.00 /hour
1219	Soil Compaction Test Review (by Geotechnical Engineer)	175.00 /hour
1220	Asphalt Mix Design Review	160.00 /hour
2001	Destructive Exposure of Rebar	130.00 /hour
2002	Destructive Sampling of Rebar	130.00 /hour
2003	Destructive Sampling of Concrete	130.00 /hour
2004	Patching of Exposed Sample Areas w/ HS Grout	102.00 /hour

Travel, Mileage, Transportation Expenses

1301	Courier / Transportation	75.00 /hour
1305	Mileage	0.58 /mile
1306	Per Diem (or at cost if higher)	95.00 /day
1307	Travel Time	75.00 /hour
1308	Parking	cost+20% /each
1309	Bridge Tolls	cost+20% /each
1310	Car Rental	cost+20% /each
1311	Airfare	cost+20% /each
1312	Equipment Rental	cost+20% /each
1313	Mobilization	75.00 /hour
1314	Outside Services (Subconsultants/Subcontractors)	cost+20% /each



**SPECIAL INSPECTION AND
MATERIALS TESTING SERVICES**



BASIS OF CHARGES

A. Minimum Hourly Charges:

9003. Show-up/Cancellation	2 hours
Inspector/Technician services (0 - 2 hours)	2 hours
Inspector/Technician services (2 - 4 hours)	4 hours
Inspector/Technician services (6 - 8 hours)	6 hours
Inspector/Technician services (6 - 8 hours)	8 hours
1221. Project Manager	1 hour
1104. Administrative Services	1 hour

B. Rate for Field Inspectors:

Basic Rate	\$ 98.00/hr
Basic Rate w/ Testing Equipment	\$ 102.00/hr
Overtime (over 8 hrs Monday-Friday; first 8 hrs on Saturdays)	1.5 x Basic Rate
Doubletime (over 12 hrs Mon-Fri; over 8 hrs on Sat; Sundays & Holidays)	2 x Basic Rate
Work performed on "RUSH" schedule	1.5 x Basic Rate
Night Shift Differential (shifts starting after 2pm/before 4am)	1.125 x Basic Rate

C. Expenses:

1307. Travel Time, if required	\$ 75.00/hr
1305. Auto Mileage, if required	\$ 0.575/mile
1306. Per Diem (Or cost if greater than \$95.00/day)	\$ 95.00/day
1308. Parking / 1309 Tolls	At Cost
1314. Outside Services	Cost + 20%
Final Affidavit Minimum Charge (Allow a minimum of ten working days to issue)	\$ 210.00/ea
Miscellaneous Expenses	Cost + 20%
Special Handling Administrative Fee <small>(When client requests special system programing or back-up documentation not normally provided)</small>	3% each invoice

* Technical personnel are members of the Operating Engineers (AFL-CIO) Local No. 3 and the above charges are a part of our contractual commitment. Inspection services are charged portal to portal from dispatch location and are subject to mileage and travel. For assignments that require equipment such as nuclear gauges, hydraulic systems for proof-load testing, high-strength torque wrench etc., billing time will include picking up and dropping off the equipment at ISI's laboratory as well as round trip travel.

* Rates are subject to an annual COLA increase of 6% adjustment on July 1st of each year to cover any increase in ISI's cost due to changes in wages, benefits, working conditions and other provisions of the Union Labor Agreement and Prevailing Wage requirements.