AGREEMENT FOR PROFESSIONAL CONSTRUCTIONT MANAGEMENT & INSPECTION SERVICES NICKITAS 7280

THIS A	GREEMENT is made and entered into in the City of Burlingame, County	of
San Mateo,	tate of California, by and between the City of Burlingame, a municip	al
corporation [ereinafter City], and Nickitas 7280 engaged in providing Profession	al
Construction	and Inspection Services herein called the "Consultant", as of the	
day of	, 2024 .	

RECITALS

- A. The City is considering conducting activities for consultant service to perform construction project management and inspection services for the Burlingame Town Square Project, Project No. 86120.
- B. The City desires to engage a professional consultant to provide construction management and inspection services because of Consultant's experience and qualifications to perform the desired work, described in Exhibit A.
- C. The Consultant represents and affirms that it is qualified and willing to perform the desired work pursuant to this Agreement.

AGREEMENTS

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

- 1. Scope of Services. The Consultant shall services outlined in Exhibit A.
- 2. <u>Time of Performance.</u> The services of the Consultant are to commence upon the execution of this Agreement until June 30, 2026.
- 3. <u>Compliance with Laws</u>. The Consultant shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Consultant represents and warrants to City that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice its profession. **Consultant shall maintain a City of Burlingame business license**.

- 4. <u>Nonexclusivity</u>. Nothing contained in this Agreement shall be construed or interpreted as giving the Consultant any exclusive right or priority to provide any or all of the services described in this Agreement, and the City shall remain free to use its own forcesor any other person to provide some of all of those services as the City may in its sole discretion determine best meets the City's needs and wishes.
- 5. <u>Sole Responsibility</u>. Consultant shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.
- 6. Information/Report Handling. All documents furnished to Consultant by the City and all reports and supportive data prepared by the Consultant under this Agreement are the City's property and shall be delivered to the City upon the completion of Consultant's services or at the City's written request. All reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of its services pursuant to this Agreement are confidential until released by the City to the public, and the Consultant shall not make any of these documents or information available to any individual or organization not employed by the Consultant or the City without the written consent of the City before such release. The City acknowledges that the reports to be prepared by the Consultant pursuant to this Agreement are for the purpose of evaluating a defined project, and City's use of the information contained in the reports prepared by the Consultant in connection with other projects shall be solely at City's risk, unless Consultant expressly consents to such use in writing. City further agrees that it will not appropriate any methodology or technique of Consultant which is and has been confirmed in writing by Consultant to be a trade secret of Consultant.
- 7. Cost of Services and Materials. The City shall pay, and the Consultant shall accept, in full, payment of the work above agreed to be done, the sum of **Three-Hundred and Ninety-Five Thousand, and Nine-Hundred Dollars (\$395,900.00),** called the "Contract Price"; and approved additional work as needed, not to exceed **Four-Thousand and One-Hundred Dollars (\$4,100.00),** for a total of **Four-Hundred Thousand Dollars (\$400,000.00)**. Said amount shall be paid in progress payments as provided in the Contract Documents.
- 8. Availability of Records. Consultant shall maintain the records supporting this billing for not less than three (3) years following completion of the work under this Agreement. Consultant shall make these records available to authorized personnel of the City at the Consultant's offices during business hours upon written request of the City.
- 9. <u>Project Manager</u>. The Project Manager for the Consultant for the work under this Agreement shall be Nick Panayotou.

- 10. <u>Assignability and Subcontracting</u>. The services to be performed under this Agreement are unique and personal to the Consultant. No portion of these services shall be assigned or subcontracted without the written consent of the City.
- 11. <u>Notices</u>. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

To City: Margaret Glomstad, Parks & Recreation Director

City of Burlingame 850 Burlingame Ave Burlingame, CA 94010 Ph. 650-558-7307

E-mail: mglomstad@burlingame.org

To Consultant: Nick Panayotou, Principal Engineer

Nickitas 7280

20 Highland Ave #2 Burlingame, CA 94010 Ph. 650-642-5299

E-mail: nicknunu@yahoo.com

or personally delivered to Consultant to such address or such other address as Consultant designates in writing to City.

- 12. <u>Independent Contractor</u>. It is understood that the Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent consultant and not an agent or employee of the City. As an independent consultant he/she shall not obtain any rights to retirement benefits or other benefits which accrue to City employee(s). With prior written consent, the Consultant may perform some obligations under this Agreement by subcontracting, but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement.
- 13. <u>Conflict of Interest</u>. Consultant understands that its professional responsibilities is solely to the City. The Consultant has and shall not obtain any holding or interest within the City of Burlingame. Consultant has no business holdings or agreements with any individual member of the Staff or management of the City or its representatives nor shall it enter into any such holdings or agreements. In addition, Consultant warrants that it does not presently and shall not acquire any

direct or indirect interest adverse to those of the City in the subject of this Agreement, and it shall immediately disassociate itself from such an interest should it discover it has done so and shall, at the City's sole discretion, divest itself of such interest. Consultant shall not knowingly and shall take reasonable steps to ensure that it does not employ a person having such an interest in this performance of this Agreement. If after employment of a person, Consultant discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Consultant shall promptly notify City of this employment relationship, and shall, at the City's sole discretion, sever any such employment relationship.

14. Equal Employment Opportunity. Consultant warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither Consultant nor its subcontractors do and neither shall discriminate against persons employed or seeking employment with them on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment & Housing Act.

15. Insurance.

A. Minimum Scope of Insurance:

- i. Consultant agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: One million dollars (\$1,000,000) combined single limit per occurrence and two million dollars (\$2,000,000) aggregate for bodily injury, personal injury and property damage in a form at least as broad as ISO Occurrence Form CG 0001.
- ii. Consultant agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
- iii. Consultant agrees to have and maintain, for the duration of the contract, professional liability insurance in amounts not less than one

million dollars (\$1,000,000) each claim/aggregate sufficient to insure Consultant for professional errors or omissions in the performance of the particular scope of work under this agreement.

iv. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

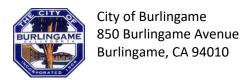
B. General and Automobile Liability Policies:

- i. The City, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of Consultant, premises owned or used by the Consultant. The endorsement providing this additional insured coverage shall be equal to or broader than ISO Form CG 20 10 11 85 and must cover joint negligence, completed operations, and the acts of subcontractors. This requirement does not apply to the professional liability insurance required for professional errors and omissions.
- ii. The Consultant's insurance coverage shall be endorsed to be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurances maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
- iv. The Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- C. In addition to these policies, Consultant shall have and maintain Workers' Compensation insurance as required by California law. Further, Consultant shall ensure that all subcontractors employed by Consultant provide the required Workers' Compensation insurance for their respective employees.
- D. All Coverages: Each insurance policy required in this item shall be endorsed to state that coverage shall not be canceled except after thirty (30) days' prior written notice by mail, has been given to the City (10 days for non-payment of premium). Current certification of such insurance shall be kept on file at all times during the term of this agreement with the City Clerk.
- E. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-:VII and authorized to do business in the State of California.
- F. Verification of Coverage: Upon execution of this Agreement, Contractor shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms approved by the City. All certificates and endorsements are to be received and approved by the City before any work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.
- 16. <u>Indemnification</u>. To the fullest extent permitted by law, Consultant shall save, keep and hold harmless indemnify and defend the City, its officers, employees, authorized agents and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity, including but not limited to attorneys' fees, that may at any time arise, result from, relate to, or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Consultant, or any of the Consultant's officers, employees, or agents or any subconsultant. This provision shall not apply if the damage or injury is caused by the sole negligence, active negligence, or willful misconduct of the City, its officers, agents, employees, or volunteers.

- 17. <u>Waiver</u>. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.
- 18. <u>Governing Law</u>. This Agreement, regardless of where executed, shall be governed by and construed under the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of San Mateo.
- 19. Termination of Agreement. The City and the Consultant shall have the right to terminate this agreement with or without cause by giving not less than fifteen (15) days written notice of termination. In the event of termination, the Consultant shall deliver to the City all plans, files, documents, reports, performed to date by the Consultant. In the event of such termination, City shall pay Consultant an amount that bears the same ratio to the maximum contract price as the work delivered to the City bears to completed services contemplated under this Agreement, unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.
- 20. <u>Amendment</u>. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the City and the Consultant.
- 21. <u>Entire Agreement</u>. This Agreement constitutes the complete and exclusive statement of the Agreement between the City and Consultant. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.

IN WITNESS WHEREOF, the City as of the date of	and Consultant have executed this Agreement
City of Burlingame	"Consultant"
By Lisa K. Goldman, City Manager	Nickitas 7280
Lisa K. Goldman, City Manager	Print Name: Title:
Approved as to form:	
Michael Guina, City Attorney	
ATTEST:	
Meaghan Hassel-Shearer, City Clerk	



June 26, 2024

Attention: Margaret Glomstad, Parks and Recreation Director

Subject: Request for Proposal for Construction Management and Inspection Services for the Burlingame Town Square Project (#86120)

Dear Ms. Glomstad:

Nickitas 7280 is a Small Business Enterprise that specializes in Construction Management services for local entities. We are pleased to submit this proposal for your evaluation to provide Construction Management and Inspection Services for the Burlingame Town Square Project (#86120).

The City of Burlingame will require an experienced construction management team that has relevant experience working on Federally Funded projects similar in size and scope. Nickitas 7280 and it's proposed staff have the relevant local experience on similar City of Burlingame projects.

Please see attached scope of work, staff resumes, and a cost proposal for this project.

If you have any questions regarding this proposal, please do not hesitate to contact me at (650) 642-5299.

Sincerely,

NICKITAS 7280

Nick Panayotou, P.E.

Project Manager / Resident Engineer

VIND



PROJECT APPROACH & SCOPE

Our approach to supporting the City with successful management of their Burlingame Town Square Project will start with professionally staffing the project with exceptional engineers and inspectors. The City will need a Construction Management team that understands the project and its goals; knows how to interface with all stakeholders including permitting agencies and utility companies; and can effectively and efficiently manage a contractor to build the project within schedule and budget.

NICKITAS 7280's project approach for the City of Burlingame's upcoming Burlingame Town Square Project is developed to achieve project delivery while having the following goals in mind:

- A quality project that meets all of the requirements of the bid and construction documents, as well as any agreement(s) between the City and contractor
 - Ensure that the project is completed within the specified schedule and the allotted budget
 - Positive public perception for the project as well as for the City of Burlingame
 - A safely constructed project, with a "No Injury" goal
 - Be flexible and responsive to the City, and any other stakeholders for issue resolution
 - Assist the Contractor to complete the project in the least amount of time possible
 - Manage changes to avoid Contractor claims and minimize costs
 - Complete the project to the satisfaction of the City

Our approach to managing these CIP improvements project for the City of Burlingame will start with professionally staffing the project with qualified personnel as requested by the City. It is essential for the construction management team to have a thorough understanding of the project along with potential issues and challenges. Given our experience with similar projects in Burlingame, we have outlined our work plan giving due consideration to key issues and challenges. From the available information, we have a thorough understanding of the required expertise needed and the commitment necessary to help the City successfully deliver this program. In the successful delivery of a project, our services begin by providing the City providing expert staff support in all three phases of the construction project delivery:

- Phase 1 Pre-Construction Services
- Phase 2 Construction Services
- Phase 3 Post-Construction Services

In each phase, the project will be administered in accordance with the bid and construction documents, as well as any agreement(s) between the City and contractor; along with the Caltrans Standard Plans and Standard Specifications. Our proposed Construction Manager and Project Inspection team have worked on numerous roadway projects and have a wealth of local experience in the City of Burlingame.

The following is a detailed outline with regards to NICKITAS 7280's approach and procedures for maintaining project progress, schedule, documentation mandates and cost control.

PHASE 1 – PRE-CONSTRUCTION SERVICES

NICKITAS 7280 staff can provide the following services including, but not limited to:

- Specification Review/Changes Front End
- Constructability Review
- Bid Tabulation & Summary
- Bid Support & Bid Item Development

PHASE 2 – CONSTRUCTION SERVICES

Working under the direction of the City, our staff will provide the following tasks for your project(s):

- Assist the City with the pre-construction meetings
- Documentation of Pre-Construction Conditions
- Participate in partnering sessions with the Department, contractors, engineers and other involved parties, if required
- Review and analyze contractor's submitted construction schedule and any temporary work submittals



- Coordinate utility relocations
- Assist City TE in approving traffic handling and traffic control plans submitted by the contractor
- Ensure safe implementation of the traffic control plans
- Assist in review, obtain approval and monitor the contractor's prepared Storm Water Pollution Prevention Plan
- Conduct regular safety reviews of the entire project site for Cal OSHA compliance
- Assist in response to RFI's reviewed by the Design Team
- Assist in response to permanent item submittals reviewed by the Design Team
- Provide comprehensive contract administration
- Contract Materials testing Sub-Consultant to perform Materials Testing per the Federal Requirements
- Review and interpret materials testing results
- Monitor and inspect contractor's daily progress and prepare Daily Diaries/Reports
- Assist in preparing monthly estimates
- Assist the City with Contract Change Order estimates
- Assist the City with CCO Negotiation
- Review Extra Work Bills
- Conduct quantity calculations and prepare daily and monthly estimates
- Prepare Federal Paperwork and files in accordance with Caltrans Local Agency Guidelines (LAPM)
- Prepare punch-lists and As-Builts
- Prepare Proposed and final estimates

PHASE 3 – POST- CONSTRUCTION SERVICES

NICKITAS 7280 staff is trained to provide the following services to the City:

- Finalize As-Builts
- Prepare Final Pay Documents
- Assist in Claims Management and Closeout
- Final Federal Paperwork

CHANGE ORDERS AND CLAIMS MANAGEMENT

NICKITAS 7280 believes our investment in being proactive, performing proper documentation, and interacting with the contractor in a positive partnering manner can mitigate a substantial amount of claims that may arise during the course of construction. In the event that a construction claim is filed, our proposed Resident Engineer, Nick Panayotou, PE, has the claims experience necessary to interact with the contractor to negotiate and resolve this claim in an expeditious manner and in the best interest of the City.

The goal of the NICKITAS 7280 team is to avoid all unnecessary Contract Change Orders. Change Orders can be generated from a number of sources and for a variety of reasons, including changes directed by the designer or the owner and field-originated changes arising from unforeseen site conditions. If Change Order is unavoidable, the NICKITAS 7280 team will provide estimating and effective cost management by properly monitoring and tracking contract change orders. Nick will evaluate all proposed change orders to determine need, merit, and project impact. The team will provide cost estimates and schedule impacts, along with a rationale for approval or denial and present this to the City for concurrence. Nick will negotiate change orders with the contractor and prepare documentation for the City's approval and signature.

Additionally, all bid item quantity overs and unders will be tracked and monitored closely so that there are no surprises at the end of a project. Knowledge of exactly how much contingency is available at all times is necessary especially in managing smaller projects where one item overage can make a large percentage impact on total project budget. This will help the City Project Managers with their decision making throughout the project.

Our team has a vast knowledge of initiating, reviewing, estimating, and writing complicated contract change orders, including Cost Reduction Incentive Proposals. They have expert knowledge in determining the appropriate types of payment and methods of performing quantity and cost analysis to apply to each specific contract change order.

NICK PANAYOTOU, PE, QSD/QSP – PM / RESIDENT ENGINEER

Education

B.S. Civil Engineering, University of Connecticut, 1991

Certification

California Professional Engineer Licensed, #C51969

Specialized Training

California Department of Transportation Bridge Design Academy

California Department of Transportation Resident Engineer Academy

Union Pacific Railroad Contractor Safety Orientation trained

QSD/QSP (#22587)

Awards

Caltrans Certificate of Recognition for Oustanding Resident Engineer, 2002

Caltrans Certificate of Recognition for Exceptional Performance for the Office of Structure Construction, 2001

References

Art Morimoto, Asst Public Works Director City of Burlingame (650) 558-7246

Larry Zimmer, Capital Improvements Director City of Petaluma Public Works Department (707) 776-3674

Kevin Emigh, Assistant Director Contra Costa County Public Works Department (925) 890-7724

Relevant Experience:

Mr. Panayotou has a wealth of experience in the construction management of bridges, roadways, highways, and buildings. He worked as a resident engineer and as a structures construction representative with the California Department of Transportation (Caltrans). Since 1991, he has provided his services as a Resident Engineer, Structures Representative, and Senior Bridge Engineer on a number of highway, roadway, and steel and concrete structures construction projects. As a resident engineer and structures representative on Caltrans projects, he has been responsible for contract administration and on-site management, response to requests for information, concrete mix approvals, processing contract change orders, reviewing and monitoring CPM schedules, the approval of on-site changes, coordination with outside agencies and the design team, processing monthly pay estimates, conducting site and safety meetings, and problem resolution. He has monitored the contractor's construction safety program and supervised inspection teams on various projects.

Federal Resurfacing Project, City of Burlingame, CA - Resident Engineer

Provided RE services on this project which included the paving and ADA ramps on California Drive Cadillac Avenue, Trousdale Avenue, and Broadway. It also included the construction of bicycle and pedestrian facilities to facilitate safe access and flow.

California Drive Roundabout Project, City of Burlingame, CA - Resident Engineer

Provided RE services on this project which included the realignment of California Drive at Bellevue Avenue and Lorton Avenue for the construction of a traffic roundabout circle at a three-way extended intersection. It also included the construction of bicycle and pedestrian facilities to facilitate safe access and flow, the resurfacing of California Drive between Oak Grove Avenue and Burlingame Avenue, and other miscellaneous work.

2017 Carolan Complete Streets "OBAG" Project, City of Burlingame, CA - Resident Engineer

Provided RE services on this \$1.5 Million Federally Funded pavement rehabilitation project. The project consists of street pavement rehabilitation and associated work throughout the City. Work includes base failure repairs, crack sealing; pavement grinding; placement of conventional hot mix asphalt and rubberized hot mix asphalt; ADA Ramps; placement of traffic striping; inroadway warning light systems for crosswalks, and associated hardware; and video detection systems and associated hardware.

Burlingame Avenue Streetscape Project, City of Burlingame, CA - Resident Engineer

Provided RE services on this \$11 Million downtown enhancement project. Project involved the installation all new underground utilities, concrete pile foundations, rebar installation, steel trellis construction, sidewalk replacement, lighting, SWPPP. Duties included oversight of all inspections, drafting change orders, RFI review and response, schedule and submittal review, WSWDs, and monthly estimates.

City of Burlingame – Marsten Pump Station Project – Resident Engineer - Resident Engineer providing Construction Management services to The City of Burlingame on this \$5 Million Storm Drain Pump Station Project. Project involved the installation of two new pump stations, concrete and rebar installation, bypass pumping, utility installation and relocation, asphalt paving, concrete retaining walls, electrical mechanical plumbing, SWPPP inspection, change orders, RFI review and response, schedule and submittal review, and landscaping.

Petaluma Arterials and Residential Streets Paving Projects, City of Petaluma, CA - Resident Engineer - Responsible for Providing Construction Management services to the City of Petaluma Department of Public Works. Duties included Submittal Review, Schedule Review, & Monthly Estimate Review for this federally funded project. Items of work included utility adjustment, HMA asphalt paving, cold planning, paving fabric, striping, signage, digouts, and wireless detector loops. \$6 Million.

E. Resumes of Key Personnel Proposed for This Contract (Complete one Section E for each key person) 12. NAME 13. ROLE IN THIS CONTRACT 14. YEARS EXPERIENCE a. TOTAL b. WITH CURRENT FIRM Assistant Resident Engineer 25 1 15. FIRM NAME AND LOCATION (City and State)

Nickitas 7280, SF Bay Area, CA

16. EDUCATION (DEGREE AND SPECIALIZATION)

AS Electronics Engineering Technology, ITT Technical
Institute - Houston, TX (1998)

17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

Mr. Glazener has over 25 years of construction experience that includes five years as Assistant Resident Engineer in Caltrans Districts 4, 6 and 10, plus ten years with the Texas Department of Transportation working on toll roads in the Houston and Austin metropolitan areas. He has served as Assistant Resident Engineer for Caltrans in the San Francisco Bay Area and in the Central Valley for major highway projects that included extensive electrical, ITS components, underground utilities, traffic signals, lighting, bridges, ramps, turn lanes, roadway widening, MSE and retaining walls, AC paving, PCC paving, extensive traffic control with lane closures, and SWPPP.

19. Relevant Projects							
(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED						
Caltrans District 4 On-Call Construction Support	PROFESSIONAL SERVICES	CONSTRUCTION					
San Rafael, CA	2014						
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	☐ Check if project performed w	ith current firm.					

Assistant Resident Engineer/Inspector - As an Assistant Resident Engineer the first project was a \$72 million project on Highway 101 from south of Highway 12 to just south of the Bicentennial Way Overcrossing. Work included widening the freeway from 4 to 6 lanes for a high occupancy vehicle (HOV) lane in each direction, street lighting, constructing auxiliary lanes, widening of various on and off ramps, modifying the Highway 101/Highway 12 connectors, replacing six bridges, widening two overcrossings, and constructing an at-grade structure for a future undercrossing. Also included was constructing a pedestrian/bicycle path along Santa Rosa Creek. The second project was the \$12 million replacement of the Highway 101/Steele Lane OC and widening Highway 101 from Steele Lane to the Bicentennial Way OC. As an Assistant Resident Engineer for on-call contract with Caltrans District 4 two projects that were part of the overall Highway 101 Widening project in Sonoma County. Duties included field inspection, monitoring the contractors' work to ensure compliance with plans and specifications, measuring and tracking quantities, reviewing monthly progress billings, assisting with report preparation, maintaining documentation, and performing other duties as needed.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED			
Caltrans District 6 On-Call (06A1164)	PROFESSIONAL SERVICES	CONSTRUCTION		
Fresno, Kern, Tulare, Inyo, & Mono Counties, Fresno, CA	2013			
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	☐ Check if project performed wit	h current firm.		

Assistant Resident Engineer - As an Assistant Resident Engineer work included grinding of existing pavement, crack treatment, placement of geo-synthetic fabric and placement of hot mixed asphalt concrete. Other improvements included detector loops for ramp metering pavement delineation, street lighting, and roadside signs. As an Assistant RE worked on rest area pavement repair contract for seven different rest area locations in multiple Counties. Duties included verification of pavement repair areas and inspection of contractor's activities to verify compliance with contract documentation and Caltrans standard specifications. Prepared daily dairies and quantity estimates.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED				
Caltrans District 10 On-Call Construction Support	PROFESSIONAL SERVICES	CONSTRUCTION			
Stockton, CA	2012				
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	☐ Check if project performed wit	h current firm.			

Assistant Resident Engineer/Inspector - Supported two freeway-widening projects on Route 99. Phase 1, contract EA 10-0E6114, is approximately \$26.5 million and phase 2, contract 10-0E6124, is approximately \$28 million. Responsible for all construction documentation in accordance with Caltrans filing system. Review inspectors' daily reports and certified payroll verify contractors extra work bill for payments.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED				
Caltrans District 4 On-Call Construction Support	PROFESSIONAL SERVICES CONSTRUCTION				
San Rafael, CA	2008				
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	☐ Check if project performed wi	th current firm.			

Lead Assistant Resident Engineer - As an Assistant Resident Engineer this project was the third segment of the Highway 101 widening project to provide continuous HOV lanes in Marin County by December 2008. Other work included rehabilitating existing roadways, new AC structural sections and overlay including lightweight fill, reconfiguring ramps, reconstructing city streets, installing underground utilities, reconstructing curb, gutter and sidewalk, retaining walls, street lighting, new barrier rail, drainage, signing and striping, and miscellaneous electrical work. As an ARE he inspected a \$54 million accelerated contract to widen the freeway and two bridges and replace another bridge (a flyover connector to I-580) between Cal Park Hill and the San Rafael Viaduct. Duties included inspecting work for conformance with plans and specifications, performing inspection of nighttime traffic control, monitoring safety, and enforcing environmental concerns such as SWPPP.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED		
Plano Street Bridge Widening Project	PROFESSIONAL SERVICES	CONSTRUCTION	
Porterville, CA	2014		
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	☐ Check if project performed wi	th current firm.	

Construction Inspector - Supported the CM team on an as-needed basis during peak construction activities. Michael's role on the project ends in Feb 2014. Served as Construction Inspector for an \$11 million bridge widening & street improvement project on an as-needed basis for the City of Porterville. The project is funded by federal funds administered by Caltrans Local Assistance and consists of widening the existing Plano Street Bridge from two lanes to four lanes and includes the reconstruction of the street approaches. Responsibilities included assisting the resident engineer with field inspection of construction activities, preparation of daily reports, maintaining project documentation and assisting the project team with contract compliance.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Fresno Bus Rapid Transit (BRT)	PROFESSIONAL SERVICES	CONSTRUCTION
Fresno, CA	2016	
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	☐ Check if project performed wi	th current firm.

Construction Inspector for this \$28 million project to improve bus services along the Blackstone Avenue and Kings Canyon Road corridors linking downtown Fresno with the River Park and Sunnyside areas. This project requires includes major electrical and ITS work, extensive coordination with local businesses and the public to minimize the disruption and inconvenience while also maintaining a tight schedule and budget. Inspected BRT electrical systems and local utilities.

f.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
I-5 Corridor Enhancement Project	PROFESSIONAL SERVICES	CONSTRUCTION
Sacramento, CA	2021	
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	☐ Check if project performed wi	th current firm.

Construction Inspector - This project rehabilitated pavement, constructed new High Occupancy Vehicle (HOV) lanes, replace a pedestrian overcrossing, construct sound walls, install new fiber optic lines, new ramp meters and extend various entrance and exit ramps. Responsible for night inspection, daily reports, and coordination project team members.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED				
US 50/Zinfandel Drive Interchange Improvements	PROFESSIONAL SERVICES	CONSTRUCTION			
Rancho Cordova, CA	2020				
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	☐ Check if project performed wi	th current firm.			

Construction Inspector - This project added an additional lane on Zinfandel Drive over Highway 50, modified the entrance and exit ramps, adds bicycle lanes and modifies traffic signals. This project improves operations, alleviate congestion and provide safer routes for drivers, bikers and pedestrians on Zinfandel Drive from White Rock Road to Olson Drive. Responsibilities include monitoring the Contractor's performance for adherence to project plans and specifications, prepare daily reports, photo documentation, review quantities and monitor traffic safety.

City of Burlingame Burlingame Town Square Project CITY PROJECT NO. 86120

P10posed Project Tasks Plan for Construction Management Services (11 Months)

Updated June 26, 2024

	Pre-Construction Services				Post Construction Services			Project Totals			Project Costs			
		2 Months			8 Months		1 Month							
	Project Manager/RE	Asst. Resident Engineer	Total Hrs	Project Manager/RE	Asst. Resident Engineer	Total Hrs	Project Manager/RE	Asst. Resident Engineer	Total Hrs	Project Manager/RE	Asst. Resident Engineer	Task Total Hrs	Resident Engineer Rate \$215/hr	Asst. Resident Engr Rate \$195/hr
Task 1: Pre-Construction Services													\$215	\$195
Task 1.1 Meetings Task 1.2 Specification Building Task 1.3 Bid Item Sheet Review/Modification Task 1.4 Document Review Task 1.5 Bid Support Q&A Task 1.6 Bid Summary & Review Total for Task	12 30 20 20 16 8 106	0 0 0 0 0 0	12 30 20 20 16 8 106							12 30 20 20 16 8 106	0 0 0 0 0 0	12 30 20 20 16 8 106	\$2,580 \$6,450 \$4,300 \$4,300 \$3,440 \$1,720 \$22,790	\$0 \$0 \$0 \$0 \$0 \$0 \$0
Task 2: Construction Management Task 2.0 Federal Project Document Creation/Upkeep Task 2.1 Construction Observation, Inspection & Coordination Task 2.2 Design Clarifications/ Submittal Reviews Task 2.3 Recommend Contract Change Orders Task 2.4 Prepare & Recommend Progress Payments Task 2.7 Publc Relations Task 2.8 Utility Coordination & Electrical Inspection Task 2.9 Meetings (Weekly & Public & City) (35 Total) Task 2.10 Federal Paperwork Task 2.11 Federal Prevalinig Wage Review Task 2.12 Miscellaneous Additional items Total for Task				40 80 40 40 40 50 40 70 60 60 50 570	20 900 20 20 20 30 40 40 10 50 1160	60 980 60 60 80 80 110 70 70 100				40 80 40 40 40 50 40 70 60 60 50 570	20 900 20 20 20 30 40 40 10 10 50 1160	60 980 60 60 60 80 80 110 70 70 100	\$8,600 \$17,200 \$8,600 \$8,600 \$10,750 \$8,600 \$15,050 \$0 \$0 \$10,750 \$96,750	\$3,900 \$175,500 \$3,900 \$3,900 \$3,900 \$5,850 \$7,800 \$7,800 \$0 \$0 \$9,750 \$222,300
Task 3: Project Completion & Post Construction Task 3.1 Project Acceptance & Punch List Task 3.2 Construction Disputes & Claims Task 3.3 Final Federal Reports & Closeout & As-Builts Total for Task							8 8 24 40	12 4 12 28	20 12 36 68	8 8 24 40	12 4 12 28	20 12 36 68	\$1,720 \$1,720 \$5,160 \$8,600	\$2,340 \$780 \$2,340 \$5,460
Grand Total for Construction Management Services	106	0	106	570	1160	1730	40	28	68	716	1188	1904	\$128,140	\$227,760

Costs include Construction Vehicle, Cell Phone, and all Standard Equipment needed to perform the work. RE is indicated to be Part Time for the majority of the Construction Services Phase. Assistant Resident Engineer is expected to be Half Time for 8 Months of field work.

Materials Testing Estimate \$40,000

TOTAL CM FEES: \$395,900