

**AGREEMENT FOR PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES
WITH TANNER PACIFIC, INC. FOR THE 1740 ROLLINS ROAD AND 842 COWAN
ROAD PUMP STATION UPGRADES PROJECT**

CITY PROJECT NOS. 83390 & 84820

THIS AGREEMENT is entered into this _____ day of _____, 2020, by and between the City of Burlingame, State of California, herein called the "City", and **TANNER PACIFIC, INC.** engaged in providing **PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES** herein called the "Consultant".

RECITALS

- A. The City is considering conducting activities for consultant engineering services for construction management, inspection, and material testing services for the 1740 Rollins Road and 842 Cowan Road Pump Station Upgrades Project, City Project Nos. 83390 & 84820.
- B. The City desires to engage a professional engineering consultant to provide construction management, inspection, and material testing 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 provide professional engineering construction management, inspection, and material testing services such as coordinate submittal review, conduct pre-construction meetings, prepare daily inspection reports, manage public relations with residents affected by construction, provide and coordinate material testing, prepare punch list, and as detailed in "Scope of Services" of the attached Exhibit A of this agreement.
- 2. Time of Performance. The services of the Consultant are to commence upon the execution of this Agreement with completion of all work by January 31, 2022.

3. Compliance with Laws. 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. Sole Responsibility. Consultant shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.
5. 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.
6. Compensation. Compensation for Consultant's professional services shall not exceed \$626,920; and payment shall be based upon City approval of each task.

Billing shall include current period and cumulative expenditures to date and shall be accompanied by a detailed explanation of the work performed by whom at what rate and on what date. Also, plans, specifications, documents or other pertinent materials shall be submitted for City review, even if only in partial or draft form.
7. 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.

8. Project Manager. The Project Manager for the Consultant for the work under this Agreement shall be Mike Jaeger, Principal in Charge.
9. Assignability and Subcontracting. 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.
10. Notices. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

To City: Mahesh Yedluri
Senior Civil Engineer
City of Burlingame
501 Primrose Road
Burlingame, CA 94010

To Consultant: Mike Jaeger
Principal in Charge
Tanner Pacific, Inc.
751 Laurel Street
San Carlos, CA 94070

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

11. Independent Contractor. 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 contractor and not an agent or employee of the City. As an independent contractor 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.

Consultant agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Consultant shall be compensated

for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought by Consultant or is based on allegations of Consultant's negligent performance or wrongdoing.

12. Conflict of Interest. 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.
13. 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.
14. 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 two million dollars (\$2,000,000) 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.

15. Indemnification. 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.

16. Waiver. 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.
17. Governing Law. 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.
18. 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.
19. Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the City and the Consultant.
20. Entire Agreement. 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 and Consultant have executed this Agreement as of the date indicated on page one (1).

City of Burlingame

“Consultant”

By _____
Lisa K. Goldman
City Manager

Tanner Pacific, Inc.:
Print Name:
Title:

Approved as to form:

City Attorney – Kathleen Kane

ATTEST:

City Clerk - Meaghan Hassel-Shearer



EXHIBIT A

SCOPE OF SERVICES CONSTRUCTION MANAGEMENT FOR 1740 ROLLINS RD. AND 842 COWAN RD. PUMP STATION UPGRADES

A. Preconstruction Phase Tasks

1. Review all project contract documents
 - a. Confirm contractor's traffic control plan meets all requirements.
2. Construction Kick-off Meeting
 - a. TPI will prepare the agenda for the meeting, facilitate the meeting, address administrative and non-design issues, and prepare record of discussions of the meeting for distribution. The City, Mott MacDonald (Mott) and Contractor's team will attend the meeting. Mott will address design issues.
 - b. TPI team will distribute Record of Discussion from the meeting.
3. Coordination with Utilities, Residents, Businesses and City O&M staff
 - a. TPI team will assist City in coordinating with the various utilities, business and residents near the construction sites.
 - b. TPI team field staff will work with contractor's field staff to limit disruption to the surrounding businesses as much as possible.
 - c. TPI team will coordinate access, updates, shutdowns and isolations with City O&M staff responsible for the pump stations.
4. Preconstruction Walk/Photos/Video
 - a. The CM will conduct preconstruction inspections documenting conditions using digital photographs and video.

B. Construction Phase

1. Construction Administration
 - a. Project Coordination: TPI will act as the project coordinator and the point of contact for all communications with the Contractor. The TPI Team will coordinate activities of the Owner, Mott, and Contractor.
 - b. Document Tracking System: TPI will establish, implement and maintain an online system for tracking all correspondence and documents on the Project. TPI will incorporate within the tracking system the means to track the routing of submittals/RFIs to the Owner's other consultants.
 - c. Construction Administration Services: TPI will provide administrative and management services. TPI will receive all correspondence from the Contractor and address all inquiries from the Contractor and construction related

correspondence. Mott will be responsible for providing design input.

2. Meetings

- a. TPI will prepare agenda for progress meetings and other construction meetings required during the Project, which will include weekly meetings with the City staff, Contractor and Mott.
- b. TPI will facilitate and prepare records of discussions for the progress meetings and other construction related meetings.

3. Submittals

- a. TPI will establish, implement and coordinate the submittal processing.
- b. TPI will receive the submittals from the Contractor and check the submittals for general conformity with the Contract requirements. If obvious deficiencies are apparent in the submittal, TPI will send the submittal back to the Contractor for correction.
- c. TPI will route the submittal to Mott for review and will route the reviewed submittal back to the Contractor. TPI will review comments on the submittals to determine if additional follow-up with the Contractor is warranted and to identify any scope changes.
- d. TPI will maintain an online log and tracking system for submittals. TPI will track the status of submittal review with Mott and the status of shop drawing resubmittals with the Contractor.
- e. Mott to review all design related submittals and all submittals for temporary facilities and provide responses per the contract requirements.

4. Request for Information/Clarification Process

- a. TPI will establish, implement and coordinate an online system for processing requests for design clarifications.
- b. TPI will receive all requests for information (RFIs) from the Contractor and determine if the request is a valid RFI; if not, TPI will return the RFI to the Contractor.
- c. TPI will provide a response within 10 days to the Contractor for any administrative and general RFI.
- d. TPI will electronically route all other RFIs to Mott or the City depending on who is required to respond.
- e. Mott and the City will review the RFIs provided to them and provide an appropriate response.
- f. TPI will review the responses, verify acceptability of response and transmit the Clarification Response to the Contractor.
- g. TPI will maintain an online system for logging and tracking RFIs.

- h. Mott will prepare Design Clarifications where design issues are identified by TPI, Mott, or the Owner. TPI will prepare the Clarification Letter for transmittal to the Contractor of Mott's Design Clarification and other clarifications.
5. Change Order Preparation, Negotiation & Processing
- a. TPI will review all change order requests (Owner-initiated and contractor initiated).
 - b. TPI will judge the validity and/or merits of all contractor-initiated change order requests. Contractor initiated change orders deemed unnecessary, or not substantiated by a deficiency in the construction documents will be returned to contractor unapproved with an explanation.
 - c. Mott will prepare design details for change requests.
 - d. TPI will present all change order information, documentation and recommendations to the City for approval to move forward with resolving the specific change request.
 - e. TPI will prepare and issue approved change order requests to the Contractor with the appropriate design documents.
 - f. TPI will prepare an independent cost estimate and/or verify the acceptability of the Contractor's cost proposal for each approved change request.
 - g. In the event the Contractor encounters a time sensitive problem where time is not available to negotiate a settlement, TPI will issue a Field Order, per the City's appropriate approval levels provided by the City. All work done under a Field Order will be completed on a time and material basis. Field Orders will be reviewed and approved with the Owner prior to issuance.
 - h. TPI will negotiate change orders with the Contractor, considering impact to the schedule, as well as, reasonableness of cost, and impact to total project budget.
 - i. TPI will prepare change orders for execution by the City and Contractor.
 - j. TPI will implement and maintain a system for logging and tracking changes.
 - k. TPI will establish and maintain Change Event Files. These files will compile all data related to specific items that arise that may have cost or time impacts.
6. Progress Payment
- a. TPI will review and process the progress payment requests and determine whether the amount requested reflects the actual status of the Contractor's work in place, materials on site and other contract requirements.
 - b. TPI will verify the Contractor's construction progress as it relates to the progress billing procedure.
 - c. TPI will perform the appropriate administration, preparation and processing of the monthly progress payments so the City can respond in accordance with the time periods set forth in the Public Contract Code.
 - d. TPI will prepare the summary cover sheet for the progress payments which will be executed by the CM, the Contractor and the City.

- e. TPI will not recommend final payment to the Contractor until we has determined the Contractor has complied with the project closeout requirements, including record documents, warranties, and operations and maintenance manuals.

7. Scheduling

- a. TPI will review Contractor's initial Baseline schedule submittal to determine whether it is realistic and prepared in accordance with the Contract Documents, that the milestone and Substantial Completion dates meet the overall goal for schedule and that no major conflicts exist. TPI will advise the City of the review determination and provide written comments to the Contractor.
- b. TPI will review the Contractor's schedule updates and provide written comments to the submitted update.
- c. TPI will review the impact of change orders on the schedule and consider schedule impacts in negotiations with the Contractor on change orders.
- d. TPI will review and evaluate the Contractor's requests for Contract Time extension and make written recommendations to the City regarding entitlement and the number of days, if any, to be added to the Contract Time(s). If requested by the City, TPI will provide a written assessment of the time request. TPI in conjunction with the City will negotiate schedule adjustments with the Contractor.

8. Field Quality Control

- a. TPI will provide field observation services to monitor compliance with the Contract Documents.
- b. TPI will prepare daily inspection reports documenting observed field activities, field crews, contractor equipment, and field problems.
- c. TPI will provide and maintain photographs of field activities for status monitoring of the project.
- d. TPI will monitor record documents on a monthly basis to determine if they are being maintained by the Contractor and are in substantial conformance with TPI's information.
- e. Special Inspections: TPI will coordinate the materials testing and Special Inspections required to be performed for the Project.
 - 1. Special Inspection and materials testing may include:
 - a. Soils compaction and relevant testing
 - b. Asphalt compaction and relevant testing
 - c. Concrete sampling and testing
 - d. Structural steel welding
 - e. Other inspections or tests, as needed or required
 - 2. The City must determine if these services will be contracted through TPI or the City directly.

9. TPI will schedule and coordinate the material testing services and have oversight responsibility for the specialty inspections and testing services.

System Outages

- a. TPI will review and evaluate the Contractor's outage requests. In conjunction with the City, TPI will assess the reasonableness of the duration of the requested shutdown.
- b. TPI will facilitate/coordinate shutdowns with the Contractor, City staff and Mott (if needed).
- c. The City is responsible for reviewing system outage requests, confirming the outage is properly planned, implementing the outage, and bringing services back online after the outage.

10. Means and Methods of Construction

- a. TPI will not have responsibility for directing the means and methods of construction. The contractor shall be solely responsible for the means and methods of construction.

11. Safety

- a. TPI will comply with appropriate regulatory, project and Owner regulations regarding necessary safety equipment and procedures used during performance of TPI's work and shall take necessary precautions for safe operation of TPI's work, and the protection of the TPI's personnel from injury and damage from such work.
- b. Neither the professional activities of TPI, nor the presence of TPI's employees or sub-consultants at the construction/project site, shall relieve the Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending, or coordinating their work in accordance with the Contract Documents, City regulations, and any health or safety precautions required by any regulatory agencies. TPI and its personnel have no authority to exercise any control over any Contractor or other entity or their employees in connection with their work or any health or safety precautions.

12. Spare Parts

- a. TPI will prepare a list of required spare parts from the specifications, inventory spare parts as they are delivered by the Contractor and transfer spare parts to the City.

13. Operation and Maintenance (O&M) Manuals

- a. TPI will prepare a list of anticipated O&M Manuals and track the submittal and review process similar to “Submittals” above and transfer final copies to the City.

14. Testing and Training

- a. TPI will coordinate training requirements and activities.
- b. Mott will provide design assistance during testing operations.
- c. TPI will work with the Contractor, Mott and the City on the development of the Testing and Startup Plan.
- d. TPI will provide oversight and administration of training and testing.
- e. TPI will coordinate the training with the Contractor, Vendor and City staff.
- f. TPI will observe start-up and testing as the City’s representative and maintain copies of start-up documentation in an organized binder that will be turned over at the end of the project.
- g. TPI will attend training sessions and collect attendance sheets and copies of training material.

15. Corrective Work Item List

- a. TPI will prepare and maintain a Corrective Work Item list (CWL) with the input from the City and Mott.
- b. TPI will confirm that the items identified in the CWL are completed in preparation for issuance of Substantial Completion Certificate (SCC).
- c. TPI will prepare the SCC for execution by the City and the Contractor when the Corrective Work Items are completed to the City’s and TPI’s satisfaction.

C. Project Closeout Phase

1. Final Inspection and Punch-list

- a. Final Inspection
 - 1. TPI will have primary responsibility for conducting the final inspection.
 - 2. The City will participate and provide input on the final inspection.
 - 3. Mott will provide design input on final inspection items if determined necessary by the City.
 - 4. TPI will be responsible for oversight and final review for the final inspection.
- b. TPI will prepare the list of outstanding deficiencies.
- c. TPI will prepare and issue the Punch-list(s) from the list of deficiencies.
- d. TPI will have primary responsibility for verifying that the Punch-list work is complete.

2. Project Closeout

- a. Contractor will furnish record documents, which TPI will review and turn over to Mott for conforming and final issuance to City.

- b. TPI will prepare necessary City documentation recommending acceptance of the completed work by the City.
- c. TPI will turnover project documentation to the City in an orderly manner and in a timely manner after completion of the project and all Punch-list activities. TPI will retain all Change Event files at the end of the project.
- d. TPI will provide the City with all project documentation in an electronic, searchable format.

EXHIBIT A

Cost Proposal for Burlingame Rollins Rd. and Cowan Rd. Pump Station Upgrades: CM and Inspection Services

6/17/20

Personnel/Service		Hours and Hourly Rates			2020				2021										2022			
		Hours	Rate	Amount	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22
Preconstruction																						
TPI Staff																						
	CM Advisor	8	\$ 190	\$ 1,520	8																	
	CM	8	\$ 190	\$ 1,520	8																	
	Engineer	8	\$ 130	\$ 1,040	8																	
	Inspector	8	\$ 180	\$ 1,440	8																	
	Subtotal			\$ 5,520																		
Construction Administration																						
TPI Staff																						
	Principal	ALLOWANCE		\$ 10,000																		
	CM Advisor	-	\$ 190	\$ -																		
	CM	158	\$ 190	\$ 30,020		8	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10
	Engineer	790	\$ 130	\$ 102,700		16	52	52	52	52	52	52	52	52	52	52	52	52	50	50	50	
	Inspector	128	\$ 180	\$ 23,040		8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8
	Subtotal			\$ 165,760																		
Inspection																						
TPI Staff																						
	CM Advisor	18	\$ 190	\$ 3,420			2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
	CM	-	\$ 190	\$ -																		
	Engineer	64	\$ 130	\$ 8,320							8	8	8	8	8	8	8	8				
	Inspector	1,464	\$ 180	\$ 263,520						80	80	120	144	144	144	144	144	144	120	120	80	
	Subtotal			\$ 275,260																		
Project Reporting/Records Review																						
TPI Staff																						
	CM Advisor	-	\$ 190	\$ -																		
	CM	160	\$ 190	\$ 30,400		10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10
	Engineer	308	\$ 130	\$ 40,040		8	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20
	Inspector	128	\$ 180	\$ 23,040		8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8
	Subtotal			\$ 93,480																		
Project Close Out																						
TPI Staff																						
	CM	16	\$ 190	\$ 3,040																		16
	Engineer	32	\$ 130	\$ 4,160																		32
	Inspector	40	\$ 180	\$ 7,200																		40
	Subtotal			\$ 14,400																		
Other Direct Costs																						
Inspector Vehicle		10	\$ 1,200	12,000						0.5	0.5	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	0.5	0.5	
	Subtotal			12,000																		
Optional Services																						
Materials Testing																						
	CEL			\$ 45,000																		
	BACC			\$ 10,000																		
	Subtotal			\$ 55,000																		
	Mark Up (10%)			\$ 5,500																		
	Subtotal			\$ 60,500																		
Project Total (Including Optional Services)				\$ 626,920																		
Project Total (No Optional Services)				\$ 566,420																		
Monthly Hour Totals for Project																						
	Principal																					
	CM Advisor	8			8	0	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
	CM	8			8	18	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	16
	Engineer	8			8	24	72	72	72	72	80	80	80	80	80	80	80	80	70	70	70	32
	Inspector	8			8	16	16	16	16	16	96	96	136	160	160	160	160	160	136	136	96	40

NOTES:

1. The proposed budget is based on a 1 month contract time frame with limited effort during non-working times as noted in the contract (Nov - Apr). If the contractor works during these time frames, TPI and the City will need to address the additional expense for staff time during an assumed non-working time frame.
2. Should the contract run longer or more effort is required, TPI labor will be billed on a Time & Material basis in accordance with the current TPI rate sheet.
3. All subconsultants are billed at cost plus 10%.
4. Hourly rates provided represent the 2020-21 rate. This provides the District with one rate for the entire project and no need to modify the budget during the project.
5. The budget does not include a CM office. If an office is required, this will billed based on the monthly rental rate plus 10%