

**AGREEMENT FOR PROFESSIONAL CONSTRUCTION MANAGEMENT,
INSPECTION, AND MATERIAL TESTING SERVICES
WITH NICKITAS 7280
FOR THE WASTEWATER TREATMENT FACILITY PROCESS PIPING
IMPROVEMENTS
CITY PROJECT NO. 86150**

THIS AGREEMENT is entered into this _____ day of _____, 2021, by and between the City of Burlingame, State of California, herein called the "City", and **NICKITAS 7280** engaged in providing **PROFESSIONAL CONSTRUCTION MANAGEMENT, INSPECTION, AND MATERIAL TESTING** 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 Wastewater Treatment Facility Process Piping Improvements, City Project No. 86150.
- 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 construction management, inspection, and material testing services such as coordinate submittal review, conduct pre-construction meetings, prepare daily inspection reports, 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 May 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 \$127,957; 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 Nick Panayotou, Project Manager.
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: Nick Panayotou, Project Manager
Nickitas 7280
2200 Redington Road
Hillsborough, CA 94010

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

Nickitas 7280:
Print Name:
Title:

Approved as to form:

City Attorney – Michael Guina

ATTEST:

City Clerk – Meaghan Hassel-Shearer



City of Burlingame
501 Primrose Road
Burlingame, CA 94010

May 21, 2021

Attention: Mr. Mahesh Yedluri, P.E., Senior Civil Engineer

Subject: Request for Proposal for Construction Management and Inspection Services for the Wastewater Treatment Facility Process Piping Improvements Project

Dear Mr. Yedluri:

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 Wastewater Treatment Facility Process Piping Improvements Project.

The City of Burlingame will require an experienced construction management team that has relevant experience working on projects similar in size and scope. **Nickitas 7280 and our proposed staff have that relevant experience on Water/Wastewater projects and relevant experience having worked at the City's WWTP.**

Nickitas 7280 complies with current prevailing wage guidelines set forth by the California Department of Industrial Relations for construction labor services. Additionally, Nickitas 7280 is willing to accept the terms and conditions in the City's standard Professional Service Agreement for contract services attached to the RFSOQ. Finally, Nickitas 7280 is able to furnish evidence of insurance, as specified in the RFSOQ.

We thank you for taking the time to review our proposal and qualification package, and pledge to you the commitment of our team. 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



PROJECT APPROACH & SCOPE

WORK PLAN & PROJECT APPROACH – Our approach to supporting the City with successful management of their Broadway Pedestrian Street Lighting Improvements 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 Wastewater Treatment Facility Process Piping Improvements 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 contract documents
- 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 (Not Needed)
- Phase 2 – Construction Services
- Phase 3 - Post-Construction Services

In each phase, the project will be administered in accordance with City of Burlingame Procedures & Policies, the Contract Documents, and Caltrans Standard Plans and Standard Specifications. Our proposed Construction Manager and Project Inspection team have worked on numerous utility 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 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
- Participate in partnering sessions with the City, contractors, engineers and other involved parties, if required
- Review and analyze contractor's submitted construction schedule
- Coordinate utility relocations
- Review and assist 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 and Submittals
- Provide comprehensive contract administration
- Review and interpret materials testing results
- Coordinate Shutdowns with the WWTP Operators
- 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 punch-lists and As-Builts
- Prepare Proposed and final estimates
- Provide Materials Testing Services through RMA Group (See RMA Proposal Attached)

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 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 change order documentation for approval and signature by the City.

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.

Total Cost for Construction Management & Testing = \$127,957

Project Hours & Costs

City of Burlingame
Wastewater Treatment Facility Process Piping Improvements Project
CITY PROJECT NO. 84150
Proposed Project Tasks Plan for Construction Management Services (140 Working Days)
Updated May 21, 2021

	Pre-Construction Services			Construction Services			Post Construction Services			Project Totals			Project Costs	
	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 \$195/hr	Asst. Resident Engr Rate \$170/hr
Task 2: Construction Management				Nick	Errol		Nick	Errol		Nick	Errol		\$195	\$170
Task 2.0 Project Document Setup				20	4	24				20	4	24	\$3,900	\$680
Task 2.1 Construction Observation, Inspection & Coordination				40	360	400				40	360	400	\$7,800	\$61,200
Task 2.2 Design Clarifications / Submittal Reviews / RFIs				32	16	48				32	16	48	\$6,240	\$2,720
Task 2.3 Recommend Contract Change Orders				24	12	36				24	12	36	\$4,680	\$2,040
Task 2.4 Prepare & Recommend Progress Payments				16	12	28				16	12	28	\$3,120	\$2,040
Task 2.5 Labor Compliance				8	0	8				8	0	8	\$1,560	\$0
Task 2.6 Plant Relations / Shutdowns				4	20	24				4	20	24	\$780	\$3,400
Task 2.7 Meetings (Weekly & Public & City) (9 Total)				20	20	40				20	20	40	\$3,900	\$3,400
Total for Task				164	444	608				164	444	608	\$31,980	\$75,480
Task 3: Project Completion & Post Construction														
Task 3.1 Project Acceptance & Punch List							4	8	12	4	8	12	\$780	\$1,360
Task 3.2 Construction Disputes & Claims							0	0	0	0	0	0	\$0	\$0
Task 3.3 Final Report & Closeout & As-Builts							5	0	5	5	0	5	\$975	\$0
Total for Task							9	8	17	9	8	17	\$1,755	\$1,360
Grand Total for Construction Management Services	0	0	0	164	444	608	9	8	17	173	452	625	\$33,735	\$76,840

Costs include Construction Vehicle, Cell Phone, and all Standard Equipment needed to perform the work. RE is indicated to be Part Time. Assistant Resident Engineer is expected to be Part Time for 4 - 5 Months of field work.

Construction Management Only	\$110,575
Materials Testing (RMA)	\$17,382
Total CM & Testing	\$127,957



Proposal No: 21-0777-P
DIR 1000006493

May 19, 2021

Attention: Nick Panayotou,

Subject: Proposal to Provide Construction Inspection and Testing Services
City of Burlingame's WWTP
1103 Airport Boulevard
Burlingame, CA

In response to your request, we propose to provide construction inspection and testing services for the **WWTP Process Piping Improvements** project.

PROJECT UNDERSTANDING

We understand that the project will consist of demolishing and replacing portions of the digester gas and hot water piping systems at the City of Burlingame's Wastewater Treatment Facility. Project work includes removal of specific piping system sections, associated pipe supports, valves and appurtenances, and a pipe bridge between two structures. Each of these items will be replaced with new piping, new pipe supports, valves and appurtenances, and a new pipe bridge. Based on our review of the original bid documents we understand that construction inspection and testing services will be required during Earthwork, Shop Welding and Concrete Construction.

SCOPE OF WORK

Earthwork

Our services will consist of performing both field and laboratory testing during earthwork operations.

RMA Group will provide a technician to perform in-place density tests compaction test by either the sand cone method (ASTM D1556) or the nuclear gauge method (ASTM D6938). Maximum density optimum moisture tests per ASTM D1557 at locations selected by our representative.

A written report summarizing the results of all tests performed will be prepared upon completion of the work. The report will not contain a rendering, opinion, certificate, or warranty, of the compaction of the materials tested.

Concrete

This scope of services will field sampling and laboratory testing of concrete used in concrete construction for the project.



We will provide an ACI technician to obtain samples for strength testing, perform slump tests and monitor the temperature of the concrete. Our Technician will perform tests for air content per ASTM C231, slump per ASTM C143, and Temperature per ASTM C1064. A minimum sample set of four 6"x 12" cylinders will be cast for each 150 cubic yard or each day of pour.

Strength test cylinders will be cured in our laboratory until they are tested in accordance to ASTM C192. Compression tests would be performed in accordance to ASTM C39 one specimen at 7, two specimens at 28 days, respectively and one specimens will retained in reserve for testing if required. Copies of the results of all compression tests will be provided upon completion of the test.

A written report summarizing the results of all tests performed will be prepared upon completion of the work.

Structural Steel Shop and Field Welding

This scope of services will consist of inspection of structural steel shop fabrication and shop and field welding procedures and completed welds for conformance to approved plans, specifications, and building codes.

We will provide a certified welding inspector. Work will consist of inspection of all welds made in the shop and / or field for compliance of the approved plans and job specifications. He shall make a systematic record of all welds, including a list of defective welds and a manner of correction of defects. The inspector will check the material, equipment, details of construction and procedures, as well as the welds.

Our inspector will perform periodic inspection during fit up and fabrication of structural steel to verify the materials utilized are properly marked and traceable. He will collect mill certifications for the materials and inspect joint details to verify conformance at each connection.

Non Destructive testing of the completed welds will be performed as required. The inspector may use Ultra Sonic, Magnetic Particle or Dye Penetrants as appropriate to inspect completed welds and assure the adequacy of the welding.

TERMS

We propose to perform the previously described services on an hourly or test rate basis in accordance to the attached fee schedule. Our estimate is based on information given to RMA Group and the following assumed construction durations. Our estimate of charges for the proposed services is as follows:

Construction Activity	Estimated Costs
Inspection and Testing	\$14,952.65
Lab Testing	\$2,430.00
TOTAL	\$17,382.00

Our estimate may vary due to circumstances that may develop during the course of the work or due to extended construction duration. If a change in the scope of work becomes necessary due to unforeseen conditions, which will increase the charges, we will obtain your authorization before proceeding.

Invoices for our services will be rendered at the completion of the work and upon completion of the report. Invoices are due and payable upon presentation. Should the duration of the job exceed one month, monthly invoices will be presented for services performed.

Any amount not paid within 30 days of the date due will bear interest at a rate of 18% per annum. In the event legal action is instituted to enforce this agreement, the prevailing party will be entitled to reasonable attorney fees.

PROFESSIONAL INSURANCE

We maintain the following insurance coverage. Certificates of insurance will be provided upon request.

However, our professional liability insurance carrier (errors and omissions) will not name any additional insured.

General liability	\$1,000,000.00 limit
Professional Liability	\$1,000,000.00 limit
Workmen's Compensation	\$1,000,000.00 limit

CLOSURE

RMA Group does not guarantee the performance of the contractor(s) by performing these services. RMA Group's performance of these services shall not relieve the contractor(s) of his obligation to perform the work in conformity with the drawings and specifications and in a workmanlike manner; shall not make RMA Group an insurer of the contractor's performance; and shall not impose on RMA Group any obligation to see that the work is performed in a safe manner.

Thank you for the opportunity to submit this proposal. We look forward to working with you on this project and can begin our work upon receipt of your notice to proceed and receipt of a signed copy of this proposal authorizing us to perform these professional services. If you have any questions regarding this proposal please contact the undersigned Project Manager.

Authorized By:

Submitted By:

RMA Group

(Signature)



Brian Haber

Area Manager

(Print or Type Name)

(Title)

(Date)

**WWTPP Process Piping Improvements
Estimate Worksheet**

Inspections and Testing

Item	Quantity	Unit	Unit Price	Total
Soils Technician / ACI Technican	56	Hrs	\$108.00	\$6,048.00
AWS Certified Welding Inspector- Shop/Field	48	Hrs	\$118.00	\$5,664.00
Non Destructive Testing ASNT Level II	8	Hrs	\$120.00	\$960.00
Pick-up and Delivery of Test Specimens	4	Hrs	\$75.00	\$300.00
Administrative	8	Hrs	\$70.00	\$560.00
Staff Engineer	4	Hrs	\$130.00	\$520.00
Project Manager	6	Hrs	\$150.00	\$900.00
			Sub-total	\$14,952.00

Lab Testing

Item	Quantity	Unit	Unit Price	Total
ASTM C39 Concrete Cyl Cured and Tested	8	EA	\$35.00	\$280.00
ASTM D1557 Max Density	2	EA	\$325.00	\$650.00
Laboratory Allowance - Additional Testing if needed				\$1,500.00
			Sub-total	\$2,430.00
			Total Price	\$17,382.00

2021 Schedule of Fees and General Terms

Personnel Charges - Professional Staff

Product Name	Units	Rate (\$)
Administrative	HR	\$70.00
Principal Engineer	HR	\$195.00
Project Engineer	HR	\$165.00
Staff Engineer	HR	\$130.00
Drafting	HR	\$85.00
Project Manager	HR	\$150.00
Principal Geologist	HR	\$185.00
Project Geologist	HR	\$165.00
Staff Geologist	HR	\$130.00
Licensed Surveyor	HR	Quote
Final Affidavit/FVCR's	EA	Quote

Personnel Charges - Field Staff

Product Name	Units	Rate (\$)
Soils Engineering Technician	HR	\$108.00
Soils Technician Compaction Testing	HR	\$108.00
Public Works Inspector	HR	\$110.00
Public Works Technician	HR	\$108.00
Public Works Inspector - Asphalt Paving	HR	\$108.00
Public Works Inspector - Asphalt Plant	HR	\$108.00
Public Works Inspector - Concrete Paving	HR	\$108.00
Public Works Inspector - Concrete Plant	HR	\$108.00
Public Works Technician - Asphalt	HR	\$108.00
Public Works Technician - Concrete	HR	\$108.00
Laboratory Technician - Field Lab	HR	\$108.00
Building Inspector	HR	\$108.00
Special Inspector (ICC)	HR	\$118.00
Mechanical Electrical Inspector	HR	\$165.00
Special Inspector Reinforced Concrete	HR	\$118.00
Special Inspector Prestressed Concrete	HR	\$118.00
ACI Concrete Technician	HR	\$108.00
Pick-up and Delivery of Test Specimens	HR	\$75.00
Special Inspector Fire Proofing	HR	\$118.00
Special Inspector Post Installed Anchors	HR	\$118.00
Special Inspector Masonry	HR	\$118.00
Special Inspector Masonry (DSA)	HR	\$115.00
Special Inspector Shotcrete	HR	\$118.00
Special Inspector Post Tensioned Conc.	HR	\$118.00
Special Inspector Fire Stopping	HR	\$175.00
AWS Certified Welding Inspector- Field	HR	\$118.00
AWS Certified Welding Inspector- Shop	HR	\$118.00
Special Inspector Structural Steel	HR	\$118.00
Special Inspector High Strength Bolting	HR	\$118.00
Special Inspector Wood Construction	HR	\$120.00
Non Destructive Testing ASNT Level II	HR	\$120.00
Non Destructive Testing ASNT Level III	HR	\$250.00
Special Inspector Coatings	HR	\$118.00
Radiographic Testing Crew	HR	Quote
Pull Torque Testing Technician	HR	\$108.00
Project Inspector (IOR)	HR	\$155.00
Asphalt Coring	HR	\$108.00

2021 Schedule of Fees and General Terms

Concrete Coring	HR	\$108.00
Lead Ground Penetrating Radar Technician	HR	\$250.00
Assistant Wall Coring	HR	\$108.00
Lead Utility Location Technician	HR	\$250.00
Lead Concrete Scanning Technician	HR	\$250.00
Lead Traffic Control Technician	HR	\$Quote
Assistant Technician	HR	\$100.00
Survey Party Chief	HR	Quote
Survey Rodman	HR	Quote
Flagman	HR	Quote
Supervising Soil Technician	HR	\$130.00
Supervising Public Works Inspector	HR	\$130.00
Supervising Special Inspector	HR	\$130.00
Quality Control Manager	HR	Quote

Laboratory Tests - Steel

Product Name	Units	Rate (\$)
ASTM E605 Spray Applied Fireproofing Den	EA	\$90.00
ASTM A370 Rebar Tension up to #8	EA	\$80.00
ASTM A370 Rebar Tension #9 to #11	EA	\$110.00
ASTM A370 Rebar Tension #14	EA	\$150.00
ASTM A370 Rebar Tension #18	EA	Quote
ASTM A370 Bend Test Rebar up to #8	EA	\$50.00
ASTM A370 Bend Test Rebar #9 to #11	EA	\$65.00
ASTM A370 Bend Test Rebar #14	EA	\$120.00
ASTM A370 Bend Test Rebar # 18	EA	Quote
ASTM A370 Headed Bar Prod. Lot up to #8	LOT	\$220.00
ASTM A370 Headed Bar Prod. Lot #9 to #11	LOT	\$275.00
ASTM A370 Headed Bar Prod. Lot #18	LOT	Quote
ASTM A370 Headed Bar Prod. Lot #14	LOT	\$420.00
ASTM A416 Stress-Strain Analysis	EA	\$310.00
ASTM A416 Tensile Test Only	EA	\$240.00
ASTM A370 Tensile Up to 100K lbs (Each)	EA	\$60.00
ASTM A370 Tensile Up to 200K lbs (Each)	EA	\$75.00
ASTM A370 Tensile Up to 300K lbs (Each)	EA	\$110.00
ASTM A370 Tensile Up to 400K lbs (Each)	EA	\$160.00
ASTM A370 Tensile 400K - 500K lbs (Each)	EA	\$330.00
ASTM A370 Tensile Stress-Strain Percent	EA	Quote
AWS Weld: Macroetch	EA	\$150.00
AWS Weld: Fracture	EA	\$85.00
AWS Bend Test	EA	Quote
Steel Chemical Analysis	EA	Quote
ASTM A370 Rockwell Hardness (Each)	EA	\$100.00
ASTM F606 Bolt Axial Tensile to 7/8"	EA	\$50.00
ASTM F606 Bolt Wedge Tensile to 7/8"	EA	\$65.00
ASTM F606 Bolt: Axial 7/8" - 1 1/2"	EA	\$70.00
ASTM F606 Bolt Wedge Tens 7/8" to 1 1/2"	EA	\$80.00
ASTM F606 Bolt: Proof Load up to 7/8"	EA	\$75.00
ASTM F606 Bolt: Proof Load up to 1 1/2"	EA	\$90.00
ASTM F606 Nut: Proof Load up to 1 1/2"	EA	\$90.00
ASTM F606 Nut: Proof Load up to 7/8"	EA	\$75.00

Laboratory Tests - Soil

2021 Schedule of Fees and General Terms

Product Name	Units	Rate (\$)
ASTM D4318 Plasticity Index of Soils	EA	\$250.00
ASTM D1883 California Bearing Ratio	EA	\$475.00
ASTM D2435 Consolidation	EA	\$245.00
ASTM D3080 Direct Shear, Consol&Drained	EA	\$330.00
ASTM D2435 Consolidation with Time Rate	EA	\$305.00
ASTM D4829 Expansion Index of Soils	EA	\$205.00
ASTM D5333 Hydro Collapse Potential	EA	\$215.00
ASTM D2166 Unconfined Comp Strength	EA	\$275.00
ASTM D2050 Tri-Axial Shear Strength	EA	\$385.00
ASTM D2937 In-Place Density, Drive Cyl	EA	\$50.00
ASTM D2216 Soil Moisture Content by Mass	EA	\$35.00
ASTM D698 Maximum Density Std Effort	EA	\$275.00
ASTM D1557 Max Density Optimum Moisture	EA	\$325.00
ASTM D2974 Moisture, Ash, Organic Matter	EA	\$85.00
ASTM D4972 pH of Soils	EA	\$90.00
ASTM D2844 R-Value & Expansive Pressures	EA	\$330.00
ASTM D2419 Sand Equivalent	EA	\$150.00
ASTM D2434 Const Head Permeability Test	EA	\$425.00
ASTM D422 Sieve Analysis of Soil	EA	\$205.00
ASTM D1140 Materials Finer than #200	EA	\$120.00
ASTM D422 Hydrometer Anaylsis	EA	\$305.00
ASTM D854 Specific Gravity of Soils	EA	\$235.00
ASTM D4546 Swell Potential	EA	\$215.00
ASTM D4943 Shrinkage Factor by Resin	EA	\$230.00
ASTM D559 Soil Cement Sample Preparation	EA	\$125.00
ASTM D558 Soil-Cement Maximum Density	EA	\$305.00
ASTM D1633 Compression Test Soil Cement	EA	\$85.00
AASHTO T100 Specific Gravity of Soils	EA	\$235.00

Laboratory Tests - Masonry

Product Name	Units	Rate (\$)
ASTM C140 Block Moisture & Absorption	SET	\$85.00
ASTM C140 Block Compressive Strength	SET	\$75.00
ASTM C426 Block Linear Shrinkage	SET	Quote
ASTM C140 Block Unit Wt & Dimensions	SET	\$215.00
ASTM C90 Masonry Block Conformance	SET	Quote
ASTM C67 Brick Compressive Strength	SET	\$95.00
ASTM C67 Brick Moisture & Absorption	SET	\$85.00
ASTM C67 Brick 5 Hour Boil	EA	\$105.00
ASTM C67 Brick Modulus of Rupture	EA	\$105.00
ASTM C780 Mortar Cylinder Compression	EA	\$35.00
ASTM C1314 Masonry Core Comp Str 8" Max	EA	\$75.00
ASTM C1019 Grout Prism Compression	EA	\$35.00
ASTM C1314 Masonry Core Shear Str 8" Max	EA	\$85.00
ASTM E519 Assemblage Comp Str 8" Block	EA	\$110.00
ASTM E519 Assemblage Comp Str 12" Block	EA	\$140.00
ASTM E519 Assemblage Comp Str 16" Block	EA	\$160.00
ASTM C109 Compressive Strength 2" Cube	EA	\$45.00

Laboratory Tests - Concrete

Product Name	Units	Rate (\$)
ASTM C39 Concrete Cyl Cured or Tested	EA	\$35.00

2021 Schedule of Fees and General Terms

ASTM C42 Compressive Strength, Core	EA	\$70.00
ASTM C39 Cyl Tested out of Sequence	EA	\$45.00
ASTM C495 Lightweight Concrete Strength	EA	\$55.00
ASTM C78 Flexural Strength, Beam	EA	\$100.00
ASTM D4832 Compressive Strength CLSM	EA	\$55.00
ASTM C1140 Shotcrete Panel Test	SET	\$300.00
ASTM C138 Unit Weight of Concrete	EA	\$65.00
ASTM C649 Concrete Modulus of Elasticity	EA	Quote
ASTM C157 Concrete Shrinkage (Set of 3)	SET	\$480.00
ASTM C496 Splitting Tensile Test	EA	\$100.00
ASTM C495 Density - Lightweight Concrete	EA	\$195.00
T 336 Coefficient of Thermal Expansion	EA	\$460.00

Laboratory Tests - Caltrans

Product Name	Units	Rate (\$)
CT202 Sieve Analysis, Combined Agg	EA	\$205.00
CT202 Sieve Analysis, Fine Agg	EA	\$195.00
CT202 Sieve Analysis, Coarse Agg	EA	\$170.00
CT205 Percentage Crushed Particles	EA	\$175.00
CT235 Flat and Elongated Particles	EA	\$265.00
CT206 Specific Gravity, Coarse Aggregate	EA	\$150.00
CT207 Specific Gravity, Fine Aggregate	EA	\$175.00
CT208 Apparent Specific Gravity of Fines	EA	\$190.00
CT229 Durability Index	EA	\$330.00
CT234 Angularity & Voids, Fine Agg	EA	\$215.00
CT211 Abrasion, Los Angeles Rattler	EA	\$305.00
CT227 Cleanness Value	EA	\$270.00
CT213 Organic Impurities in Sand	EA	\$115.00
CT214 Soundness by Sodium Sulfate	EA	\$485.00
CT226 Moisture Content by Oven Drying	EA	\$30.00
CT217 Sand Equivalent	EA	\$150.00
CT308(A) Core Density Paraffin Coated	EA	\$60.00
CT308(C) Core Density SSD	EA	\$55.00
CT303 Approximate Bitumen Ratio	EA	\$305.00
CT304/308(A) LTMD Kneading Compactor	EA	\$305.00
CT305 Swell of Bituminous Mixtures	EA	\$385.00
CT366 Stabilometer Value	EA	\$275.00
CT308(A)/366 Stability and Density	EA	\$380.00
CT308(C)/366 Stability and Density	EA	\$380.00
CT370 Moisture Content by Microwave	EA	\$65.00
CT309 Maximum Theoretical Density	EA	\$230.00
CT379 Asphalt Content Nuclear Gauge	EA	\$275.00
CT382 Ignition Oven Correction Factor	EA	\$370.00
CT382 Asphalt Content by Ignition	EA	\$205.00
CT371 Tensile Strength Ratio	EA	Quote
CT521 Concrete Cyl Compressive Strength	EA	\$42.00
CT523 Concrete Flexural Strength, Beam	EA	\$110.00
CT531 Length of Drilled Concrete Cores	EA	\$55.00
CT550 Surface Abrasion of Concrete	EA	Quote
CT534 Water Retention, Liq Curing Compnd	EA	\$470.00
CT521 Compressive Strength LCB	EA	\$35.00
CT515 Relative Mortar Strength, PCC Sand	EA	Quote
CT670 Tensile Strength up to #8	EA	\$80.00

2021 Schedule of Fees and General Terms

CT670 Tensile Strength #8 - #11	EA	\$110.00
CT670 Tensile Strength #14	EA	\$150.00
CT670 Tensile Strength #18	EA	Quote
CT 52-1-08C Slip Test	EA	\$175.00
CT670 Operator Qualification up to #8 (Lot)	LOT	\$345.00
CT670 Operator Qualification #9 - #11 (Lot)	LOT	\$405.00
CT670 Operator Qualification #14 (Lot)	LOT	\$445.00
CT670 Operator Qualification up to #8 (EA)	EA	\$80.00
CT670 Operator Qualification #18 (Lot)	LOT	Quote
CT670 Operator Qualification #9 -- #11 (EA)	EA	\$110.00
CT670 Operator Qualification #14 (EA)	EA	\$150.00
CT670 Operator Qualification #18 (EA)	EA	Quote
CT670 Production Lot up to #8 (Service)	LOT	\$290.00
CT670 Production Lot #9 to #11 (Service)	LOT	\$345.00
CT670 Production Lot #14 (Service)	LOT	Quote
CT670 Production Lot #18 (Service)	LOT	Quote
CT670 Production Lot up to #8 (Ultimate)	LOT	\$330.00
CT670 Production Lot #9 to #11 (Ultimate)	LOT	\$390.00
CT670 Production Lot #14 (Ultimate)	LOT	Quote
CT670 Production Lot #18 (Ultimate)	LOT	Quote
CT204 Plasticity Index, Atterberg	EA	\$250.00
CT209 Specific Gravity of Soil	EA	\$190.00
CT 216 CA Impact Max Density	EA	\$250.00
CT301 Resistance R-Value Stabilometer	EA	\$330.00
CT216 CA Impact, Rock Correction	EA	\$60.00
CT417 Soluble Sulfates	EA	\$115.00
CT422 Chloride Content	EA	\$120.00
CT643 Resistivity and pH	EA	\$115.00

Laboratory Tests - Asphalt

Product Name	Units	Rate (\$)
ASTM D2726 Core Density (SSD)	EA	\$50.00
ASTM D1188 Core Density Parafilm Coated	EA	\$60.00
ASTM D6926 Lab Max Density Marshall	EA	\$275.00
ASTM D6927 Marshal Stability and Flow	EA	\$345.00
ASTM D1561 LTMD Kneading Compactor	EA	\$305.00
ASTM D1560 Hveem Stability and Density	EA	\$380.00
ASTM D1560 Hveem Stability	EA	\$275.00
ASTM D2041 Maximum Theoretical Density	EA	\$230.00
ASTM D6307 Ignition Oven Calibration	EA	\$370.00
ASTM D6307 Asphalt Content by Ignition	EA	\$205.00
ASTM D2172 Asphalt Content by Solvents	EA	\$280.00
ASTM D4125 Asphalt Content Nuclear Guuge	EA	\$275.00
ASTM D244 Emulsion Residue Evaporation	EA	Quote
ASTM D5444 Gradation of Extracted Agg	EA	\$215.00
ASTM D244 Emulsion Sieve Analysis	EA	Quote
ASTM D3910 Wet Track Abrasion	EA	Quote
AASHTO T324 Hamburg Wheel Tracking Test	EA	Quote
AASHTO T283 Tensile Strength Ratio	EA	Quote
AASHTO T275 Core Denisty Paraffin Coated	EA	\$60.00
AASHTO T312/T275 LTMD Gyratory Compactor	EA	\$375.00
AASHTO T308 Asphalt Content by Ignition	EA	\$205.00
AASHTO T209 Theoretical Maximum Density	EA	\$230.00

2021 Schedule of Fees and General Terms

AASHTO T308A AC Correction Factor	EA	\$370.00
AASHTO T324 Hamburg Wheel Tracking - RHMA	EA	Quote
AASHTO T283 Tensile Strength Ratio - RHMA	EA	Quote
AASHTO T312/T275 LTMD Gyratory Comp.- RHMA	EA	\$450.00

Laboratory Tests - Aggregates

Product Name	Units	Rate (\$)
ASTM C131 Abrasion, Los Angeles Rattler	EA	\$350.00
ASTM C40 Organic Impurities in Fine Agg	EA	\$115.00
ASTM C127 Specific Gravity, Coarse Agg	EA	\$170.00
ASTM C128 Specific Gravity, Fine Agg	EA	\$190.00
ASTM C1252 Angularity & Voids, Fine Agg	EA	\$215.00
ASTM C566 Moisture Content by Drying	EA	\$30.00
ASTM C117 Materials Finer than No. 200	EA	\$120.00
ASTM D2419 Sand Equivalent	EA	\$150.00
ASTM C289 Alkali-Silica Reactivity	EA	Quote
ASTM D4791 Flat & Elongated Particles	EA	\$290.00
ASTM D5821 Percent Fractured Particles	EA	\$180.00
ASTM C123 Percent Lightweight Particles	EA	\$245.00
ASTM C88 Soundness by Sodium Sulfate	EA	\$482.00
ASTM C136 Sieve Analysis, Combined Agg	EA	\$205.00
ASTM C136 Sieve Analysis, Fine Agg	EA	\$195.00
ASTM C136 Sieve Analysis, Coarse Agg	EA	\$170.00
ASTM C142 Clay Lumps & Friable Particles	EA	\$225.00
AASHTO T304 Angularity & Voids in Fines	EA	\$215.00
AASHTO T84 Specific Gravity, Fine Agg	EA	\$195.00
AASHTO T85 Specific Gravity, Coarse Agg	EA	\$170.00
AASHTO T96 Abrasion, Los Angeles Rattler	EA	\$305.00
AASHTO T27 Sieve Analysis, Combined Agg	EA	\$210.00
AASHTO T27 Sieve Analysis, Coarse Agg	EA	\$165.00
AASHTO T27 Sieve Analysis, Fine Agg	EA	\$180.00
AASHTO T176 Sand Equivalent	EA	\$150.00
AASHTO T335 Percent Fractured Particles	EA	\$175.00

Equipment Charges

Product Name	Units	Rate (\$)
Vehicle	HR	\$150.00
Mileage	MILE	Quote
Diamond Bit Core Rig and Generator	DAY	\$450.00
Nuclear Density Test Gauge	DAY	\$25.00
Hand Held Turbidity Meter	DAY	\$20.00
Schmidt Hammer	DAY	\$40.00
Ultrasonic Test Unit and Consumables	DAY	\$40.00
Magnetic Particle Test Unit	DAY	\$40.00
Skidmore	DAY	\$600.00
Torque Wrench	DAY	\$40.00
Proof Load Testing Equipment	DAY	\$75.00
Traffic Control Truck	DAY	Quote
Inertial Profiler	DAY	Quote
Generator	Day	\$250.00
Portable Changeable Message Board	DAY	Quote
Equipment Rental	HR	Quote
Holiday Tester	DAY	\$150.00

2021 Schedule of Fees and General Terms

VOC Meter	DAY	\$150.00
Misc Permits	LS	Quote
Misc Fees	HR	Quote
Misc Subconsultant	LS	Quote
Set of Aerial Photographs	EA	Quote
Blueprinting	EA	Quote
Dutch Cone Penetrometer with Operator	HR	\$275.00
Hollow Stem Auger Drill Rig w/ Operator	HR	Quote
Portable Drilling Equipment w/ Operator	HR	Quote
Bucket Auger Drill Rig with Operator	HR	Quote
Air Rotary Drill Rig with Operator	HR	Quote
Rotary Wash Drill Rig with Operator	HR	Quote
Vacuum Excavation Rig	HR	Quote
Per Diem	DAY	\$120.00

TERMS AND CONDITIONS

GENERAL CHARGES

- RMA Group requires twenty-four (24) hour prior notification for scheduling inspectors and/or technicians.
- Inspection charges start at the scheduled show up time at the job site or the nearest RMA facility when transporting specialty equipment. All inspection hours will be billed in the following increments:
 - There will be a minimum two (2) hour charge for any RMA Group employee presence on site.
 - Any time less than four (4) hours of work will be billed as four (4) hours.
 - Four (4) to eight (8) hours will be billed as eight (8) hours.
- When personnel are required to work in excess of 5 hours without an uninterrupted meal period of 30 minutes, due to project constraints, ½ hour will be charged at double time rates in addition to any applicable hours worked.
- Rates are valid through June 30, 2022. Rates for personnel will increase by 5% per year on July 1st of each subsequent year.
- Administrative/clerical support will be charged at the rate provided in fee schedule.
- Certified Payroll Reports will be prepared upon request.
- Outside services will be billed at cost plus 15% unless billed directly to and paid for by Client.
- Requests made by client for management attendance at meetings at the project site will be charged at standard rate.

OVERTIME CHARGES

- Work performed in excess of 8 hours per day and / or up to eight (8) hours on Saturdays will be billed at 1.5 times the unit rate.
- Work performed on Sunday, recognized holidays, or in excess of eight (8) hours on Saturdays will be billed at 2.0 times the unit rate.
- A 20% surcharge will be applied for laboratory tests performed on a Saturday or Sunday.

PER DIEM AND TRAVEL CHARGES

- A \$120.00 charge per day will be applied when our personnel are required to stay overnight at remote locations.
- Time will be billed at the unit rate while traveling to a remote location or if a location requires an overnight stay
- Mileage for travel outside a 50 mile radius from either the project site or the nearest RMA facility whichever is closest, will be charged at a rate of \$0.65 per mile.

NIGHT WORK

- A \$10.00 per hour surcharge will be added to all personnel rates for work performed during night shifts.