

City of Brisbane

Agenda Report

TO: Honorable Mayor and City Council

FROM: Randy Breault, Director of Public Works/City Engineer and City Manager

SUBJECT: Engineering Consultant for Annis PRV and Water Main Installation

DATE: July 14, 2016

City Council Goals:

To design infrastructure and public facilities to be efficient, cost effective and to contribute to the cohesion and character of the community (#2)

To maintain and improve infrastructure (#3)

Purpose: To approve an agreement for the design of a water infrastructure capital improvement project.

Recommendation:

Authorize the Mayor to sign the Professional Services Agreement with Erler & Kalinowski, Inc. in the amount of \$305,700 to perform the work described in Exhibit A to the Agreement.

Background:

The project that will be designed under this agreement was first identified in the 2003 Water Master Plan. Erler & Kalinowski, Inc. (EKI) is presently completing the updates to the Water and Sewer Master Plans for presentation to Council in fall 2016.

Discussion:

California Government Code §4526 requires the selection of professional engineering services to be made “. . . on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required”.

The City engaged EKI in 2014 to develop a Water Shortage Contingency Plan (WSCP), and in 2015 to update the 2003 Water and Sewer Master Plans. Based on satisfactory experience with both of those projects, and also based on the unique in-depth knowledge EKI has gained on this

particular project during their updated modeling of the water system, staff developed an initial Scope of Work for this current PSA, and then negotiated content and final price with EKI.

The terms of the recommended PSA are identical to the previously issued PSA for the water and sewer master plans.

Fiscal Impact:


The cost of this project was envisioned when the city issued bonds for water and sewer utility projects in June 2015. Cash for the work resides in Fund 545, Utility Capital.

Measure of Success

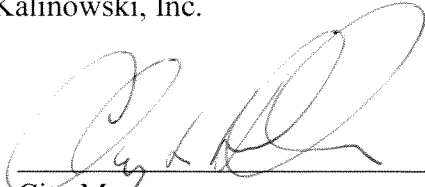
Completion of bid-ready plans and specifications for the identified projects.

Attachments:

Agreement for Professional Services with Erler & Kalinowski, Inc.



Director of Public Works/City Engineer



City Manager

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, dated _____, is made by and between THE CITY OF BRISBANE, a municipal corporation ("City"), and Erler & Kalinowski, Inc., a California corporation ("Consultant").

RECITALS

A. City desires to retain Consultant for the performance of certain professional engineering services for Engineering Design and Program Management Services for the Annis PRV Installation & Water Main Replacement Project ("the Project").

B. Consultant represents that Consultant is specially trained, experienced, and qualified to provide such professional services and is willing to do so pursuant to the terms and conditions of this Agreement.

AGREEMENT

1. **Scope of Services.** Subject to the direction and approval of City through its staff that City may provide from time to time, Consultant shall perform the services described in Exhibit A attached hereto and incorporated herein by reference. All services shall be performed to the reasonable satisfaction of the City department head in charge of the Project. All plans, specifications, estimates, and engineering data furnished by Consultant to City shall be signed by the responsible engineer, with registration number indicated where appropriate.

2. **Time of Performance.** The services of Consultant shall commence upon the issuance by City of a Notice to Proceed and shall be satisfactorily completed in a timeframe mutually agreed to by City and Consultant.

3. **Responsible Personnel.** The personnel acting on behalf of Consultant primarily responsible for performance of the services hereunder shall be Anona Dutton.

4. **Compensation.** As compensation for all services to be performed by Consultant under this Agreement, Consultant shall be paid the amounts set forth in Exhibit A attached hereto and incorporated herein by reference. The lump sum amounts set forth in Exhibit A include salary, fringe benefits, overhead, profit, and other expenses to be incurred by Consultant. In no event shall Consultant's total compensation exceed the sum of \$305,700 without additional written authorization from City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment.

5. **Method of Payment.** Consultant shall submit billings to City describing in detail the work performed for which payment is requested, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable

expenditures. Billings shall be submitted at such time as agreed upon between City and Consultant. City shall pay Consultant no later than 30 days after approval of the invoice by City staff. If City objects to all or any portion of the billing, City shall notify Consultant of the nature of such objection and the amount in dispute. City shall pay when due the portion of the billing, if any, that is not in dispute. The parties will make a good faith effort to settle the disputed billing through good faith negotiations.

6. **Maintenance and Inspection of Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, time cards, and other records or documents relating to charges for services or expenditures charged to City, for a minimum of three (3) years from the date of final payment to Consultant under this Agreement and shall make the same available to City or its authorized representatives for inspection and audit, at any time during regular business hours, upon written request by City. Consultant shall also make such records and documents available for inspection and audit upon request by any representatives of the State or Federal government. The right of inspection shall include the right to make extracts and copies.

7. **Assignment and Subcontracts.** Consultant acknowledges that Consultant's special skill and expertise is a material consideration for City entering into this Agreement. Consultant shall not assign, subcontract or delegate to any other party the performance of any services to be rendered by Consultant under this Agreement without the prior written approval of City. If City consents to any subcontracting of work, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Each subcontractor must agree in writing to comply with all of the applicable terms and conditions of this Agreement.

8. **Correction of Work.** Consultant shall promptly correct any defective, inaccurate or incomplete tasks, deliverables, goods, services, or other work, without additional cost to City. The performance or acceptance of services furnished by Consultant shall not relieve Consultant from the obligation to correct subsequently discovered defective, inaccurate, or incomplete performance of Consultant's services hereunder.

9. **Ownership of Documents.** All final plans, studies, documents and other writings prepared by and for Consultant in the course of performing its services under this Agreement, except working notes and internal documents, shall become the property of City upon payment to Consultant for such work, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request. Consultant shall not be responsible for any reuse of such documents by City which is unrelated to the Project and City agrees to indemnify, defend, and hold Consultant and its subcontractors harmless against any claims of liability arising from such reuse by City.

10. **Independent Contractor.** Consultant is, and at all times shall remain, an independent contractor, and not an agent, officer or employee of City. As an independent contractor, neither Consultant nor any of its agents or employees shall be entitled to any salary, fringe benefits, worker's compensation, retirement contributions, sick leave, insurance or other benefit or right connected with employment by City, or any

compensation other than as provided in this Agreement. Consultant shall have no power or authority to bind City to any contract or otherwise to incur any obligation or liability for, or on behalf, or in the name of City.

11. **Licenses.** Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature that are legally required of Consultant to practice its profession. Consultant shall, at its sole cost and expense, keep and maintain such licenses, permits, qualifications, insurance and approvals current and in full force and effect at all times during the term of this Agreement. Consultant shall maintain a current City of Brisbane business license.

12. **Compliance with Standards of Care and Laws.** Consultant shall adhere to the standard of care in its profession and shall use due professional care to comply with all applicable federal, state and local laws, codes, ordinances and regulations in connection with the performance of its services under this Agreement. Without limiting the generality of the foregoing, Consultant shall comply with the Federal Acquisition Regulations as set forth in CFR Title 48, Part 31 and CFR Title 49, Part 18, to the extent the same are applicable to the performance of Consultant's services under this Agreement.

13. **Errors and Omissions.** (Not Used)

14. **Indemnity.** Consultant shall indemnify, defend, and hold City, its officers, officials, agents, employees and volunteers, harmless from and against any and all claims, demands, causes of action, losses, damages, injuries, expenses and liabilities, including reasonable attorney's fees, to the extent caused by the negligent performance by Consultant or any of its subcontractors, agents or employees, of any services under this Agreement or the failure by Consultant or any of its subcontractors, agents or employees to comply with any of their obligations contained in this Agreement, and City shall not be liable for any acts or omissions of Consultant or any of its subcontractors, agents or employees.

15. **Insurance.** Consultant, at its own expense, shall procure and maintain, for the duration of this Agreement, insurance policies which satisfy the following requirements:

(a) Type of policies and coverage:

- (1) *General Liability Coverage.* Consultant shall maintain commercial general liability insurance in an amount not less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage, providing coverage at least as broad as Insurance Services Office Commercial General Liability form CG 0001 (Ed. 11/88). If the form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

- (2) *Automobile Liability Coverage.* Consultant shall maintain automobile liability insurance in an amount not less than \$1,000,000 combined single limit for each occurrence, for bodily injury and property damage, providing coverage at least as broad as Insurance Services Office form CA 0001 (Ed. 12/90) Code 1 (any auto).
 - (3) *Workers' Compensation and Employer's Liability Coverage.* Consultant shall maintain workers' compensation insurance as required by the State of California and employer's liability insurance in an amount not less than \$1,000,000 per occurrence, for any and all persons employed by Consultant in connection with the performance of services under this Agreement. In the alternative, Consultant may rely on a self-insurance program to provide this coverage so long as the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against City for loss arising from work performed by Consultant for City.
 - (4) *Professional Liability Coverage.* Consultant shall maintain professional errors and omissions liability insurance in an amount not less than \$1,000,000 per claim and \$2,000,000 annual aggregate, covering negligent acts, errors or omissions which may be committed by Consultant in the performance of its services under this Agreement.
- (b) Endorsements: Each general liability and automobile liability insurance policy shall contain, or be endorsed to contain, the following provisions:
- (1) The City, its officers, officials, employees, and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, or volunteers.
 - (2) For any claims related to the Project, Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Consultant's insurance and shall not contribute with it.
 - (3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to City, its officers, officials, employees, or volunteers.
 - (4) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- (5) Consultant's insurance coverage shall not be canceled except after thirty (30) days' prior written notice has been given to City by the carrier. Consultant shall immediately give written notice to City of any suspension or reduction in coverage or limits.
- (c) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions exceeding \$50,000 must be declared to and approved by City. At City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- (d) Acceptability of Insurers. Insurance is to be placed with insurers having a current A.M. Best rating of no less than A:VII, unless otherwise approved by City in writing.
- (e) Verification of coverage. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required by this Agreement. Certificates of such insurance shall be filed with City before commencement of work by Consultant. At the request of City, Consultant shall provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by this Agreement.

16. **Notices.** Any notices required or permitted to be given under this Agreement shall be in writing and shall be either personally delivered or sent by certified mail, return receipt requested, addressed to the other party as follows:

To City	City of Brisbane Attn: Director of Public Works/City Engineer 50 Park Lane Brisbane, CA 94005
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To Consultant	Erler & Kalinowski, Inc. Attn: Anona Dutton 1870 Ogden Drive Burlingame, CA 94010
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17. **Resolution of Disputes; Litigation Expenses and Attorneys' Fees.** In the event of any dispute between the parties pertaining to this Agreement, the parties shall endeavor in good faith to resolve such dispute through mediation before the commencement of legal action by one party against the other. If either party to this Agreement commences any legal action against the other party to enforce or interpret this Agreement, the prevailing party shall be entitled to recover all costs and expenses that may be incurred in connection therewith, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

18. **Termination of Agreement.** This Agreement may be terminated immediately by either party, effective upon written notice, should the other party commit any material default in the performance of its obligations hereunder. This Agreement may

also be terminated by either party, for any reason, upon fifteen (15) day's prior written notice to the other party. In the event this Agreement is terminated by City through no fault of Consultant, Consultant shall be compensated for all services performed to the date of termination.

19. **Equal Opportunity Employment.** Consultant warrants that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal opportunity employment.

20. **Miscellaneous Provisions.**

- (a) Severability. Should any portion of this Agreement be declared void or unenforceable in a final decision by a court of competent jurisdiction, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement can be reasonably interpreted to implement the intention of the parties.
- (b) Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes and cancels all prior agreements or understandings, whether written or verbal.
- (c) Amendments. This Agreement may be modified or amended only by a written document duly executed by both City and Consultant.
- (d) Waiver. The waiver of any breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same provision or any other provision of this Agreement.
- (e) Execution. Each party warrants that the individuals signing this Agreement on its behalf have the legal power and authority to do so and to bind the party to this Agreement.
- (f) Successors and Assigns. Subject to the restriction against assignment and subcontracting, this Agreement shall be inure to the benefit of and shall be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

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IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

THE CITY OF BRISBANE

By: _____
Clifford R. Lentz, Mayor

ATTEST:

Sheri Marie Spediacci, City Clerk

APPROVED AS TO FORM:



Michael Roush, City Attorney

CONSULTANT:

Michelle Kriegman-King, Ph.D.
President

EXHIBIT A

Attach 7/5/16 Scope, Budget and Schedule of Charges here

SCOPE OF WORK

The City of Brisbane ("City") has identified a high priority Capital Improvement Project ("CIP") that will improve the potable water system's capacity to supply fire flows. The "Project" includes: (1) the replacement of approximately 6,800 linear feet of water main along portions of Thomas Avenue, Annis Road, Harold Road, Humboldt Road, Sierra Point Road, Kings Road, Margaret Avenue, and Paul Avenue, and (2) the installation of a new pressure reducing valve ("PRV") at the intersection of Annis Road and San Bruno Avenue. The City has requested that EKI prepare a proposal for design services and program management for the Project and as-needed consulting services. This scope of work, and the associated costs, including for the necessary sub-contractors, is provided below and in the attached Table 1.

SCOPE OF WORK

The following Tasks define EKI's proposed scope of services along with the anticipated deliverables and key assumptions.

Task 1 – Data Gathering and Field Investigations

Prior to design, EKI will perform data gathering and field investigations along the extent of the Project. The data gathering and field investigations are anticipated to include the following:

- Kickoff meeting and site walk with the City, including preparation of meeting agenda and minutes.
- Request and review of available record drawings and as-built information.
- Perform geotechnical borings, field investigations, laboratory testing, and prepare report summarizing findings with recommendations regarding construction methods and the nature and extent of the underlying soil (e.g., to understand if the trenching will have to occur in bedrock).
- Perform test trenching to assess the potential difficulty of the trenching operation in the underlying soils or bedrock.
- Perform topographic surveying and establish horizontal and vertical controls, including:
 - Locating utilities along the Project extent through field investigations and review of record drawings;
 - Field locate existing site features (e.g., vaults, covers, boxes, pipe, fences, piles, signs, etc.);
 - Field locate and plot sanitary sewer and storm drain manhole rim and invert elevations, pipe sizes and rim elevations of water and gas valve cans; and
 - Prepare and compile base map for use during design.
- Perform utility potholing at up to ten (10) locations to identify potential utility conflicts.
- Participate in a conference call with the City to review the results of the field investigations.

Assumptions:

- All data gathering and field investigation tasks will be performed prior to start of design, except for potholing.
- Geotechnical borings will be performed at up to 12 locations.

- Utility potholing will be performed at ten (10) locations after 30% design and costs of additional potholing locations will be based on the unit cost provided in Table 1.

Deliverables:

- EKI will provide two (2) hardcopies and a PDF copy of the Geotechnical report.
- EKI will provide the survey results in AutoCAD format.

Task 2 – Design of Water Main Replacement and PRV

EKI will prepare construction drawings in AutoCAD version 2016 using EKI's standard title/border sheets. The design tasks include completion of 30% design, 95% design, and final design, as discussed in more detail in Subtasks 2a through 2c below.

Contract Drawings

In general the contract drawings for the Project will include the following:

- General design drawings establishing and documenting the Project location, drawing list, and contractor laydown areas;
- Civil design consisting of water main pipeline plan and profiles, PRV details, tie-in connection details, and miscellaneous civil and water details; and
- City standard design details, as pertinent.

The anticipated list of construction drawings for the Project is presented in the table below.

Preliminary Drawing List

Sheet	Description
1	Title Sheet, Location Map & Drawing List, and General Notes
2	Index Map, Legend and Abbreviations, and Survey Notes
3	Thomas Avenue Plan and Profile
4	Annis Road Plan and Profile 1
5	Annis Road Plan and Profile 2
6	Annis Road Plan and Profile 3
7	Harold Road Plan and Profile 1
8	Harold Road Plan and Profile 2
9	Harold Road Plan and Profile 3
10	Humboldt Road Plan and Profile 1
11	Sierra Point Road Plan and Profile 1
12	Sierra Point Road Plan and Profile 2
13	Kings Road Plan and Profile 1
14	Kings Road Plan and Profile 2
15	Kings Road Plan and Profile 3
16	Kings Road Plan and Profile 4
17	Margaret Avenue Plan and Profile 1
18	Margaret Avenue Plan and Profile 2
19	Paul Avenue Plan and Profile 1
20	Annis Road PRV Detail
21	Standard City Details 1
22	Standard City Details 2
23	Miscellaneous Details 1
24	Miscellaneous Details 2

Front End and Technical Specifications

EKI will prepare the specifications utilizing the City's standard general conditions and front end specifications. EKl will review pertinent City-supplied specifications and develop identified supplemental general conditions that may be appropriate for the Project. Additionally, EKl will develop technical specifications using the Construction Specifications Institute ("CSI") six digit numbering system.

Subtask 2a – 30% Design

Based upon the field investigations, EKl will prepare a preliminary design of the new mains along Thomas Avenue, Annis Road, Harold Road, Humboldt Road, Sierra Point Road, Kings Road, Margaret Avenue, and Paul Avenue and the new PRV at the intersection of Annis Road and San Bruno Avenue. The preliminary contract drawings will present proposed horizontal alignments, identify potential utility conflicts, identify recommended construction methods and pipe materials, and include a preliminary Opinion of Probable Construction Cost ("OPC").

EKl will attend a meeting with the City to review the 30% design. Following the meeting, EKl and the City will conduct a Site walk if necessary.

Deliverables:

- EKI will provide two (2) hardcopies and a PDF copy of the following: 30% design drawings (half-size: 11 x 17), preliminary OPC, and technical specification outline.
- Meeting minutes documenting City comments on the design that will be addressed as part of the 95% design submittal.

Subtask 2b – 95% Design Submittal

EKI will incorporate comments from the 30% design and will prepare detailed design plans and specifications to produce a contract documents package (drawings and specifications) that will approach a 95% design level submittal in terms of completeness and quality.

Deliverables:

- EKI will provide two (2) hardcopies and a PDF copy of the following: design drawings (full-size: 22" x 34" and half-size: 11"x17"), specifications, and updated OPC
- Meeting minutes documenting City comments on the design that will be addressed in the final design submittal.

Subtask 2c – Final Design Submittal

EKI will incorporate comments from the 95% design submittal and will prepare detailed design plans and construction specifications to produce a final bid package (drawings and specifications) for the construction of the Project.

Deliverables:

- EKI will provide two (2) hardcopies and a PDF copy of the following: design drawings (full-size: 22" x 34" and half-size: 11"x17"), specifications, and OPC.

Design Assumptions:

- The OPCs will include estimated costs for the major components of Project construction.
- Tree removal will not be required.
- EKI assumes that the Project is categorically exempt under the California Environmental Quality Act ("CEQA").
- The Project will be constructed entirely within the public right-of-way and will not require the City to obtain any temporary or permanent easements.
- All traffic control design will be prepared by the Contractor according to contract specifications. EKI will not prepare traffic control drawings as part of this scope of work.
- Rerouting of utilities, other than water, shall be coordinated with appropriate agencies and utility owners.
- EKI assumes that street restoration will solely consist of backfill and paving of all trenches per City standard details.

Task 3 – Bidding Phase

EKI will support the City during the Project's Bidding Phase. Task 3 will include work efforts such as:

- Manage and attend a pre-bid meeting,
- Respond to inquiries from bidders,
- Prepare up to one (1) addendum
- Issue addenda to bidders,
- Coordinate and manage bid opening,
- Review contractor bids for conformance with bid requirements, and
- Tally bid items and determining apparent low bidder.

Deliverables:

- Pre-bid Meeting agenda and meeting minutes.
- Written responses to bidder inquiries.
- Up to one (1) addendum.

Task 4 – Program and Project Management Assistance

EKI understands the City may require additional assistance with Project implementation that is outside the scope of typical design services. As requested by the City, EKl will provide program and project management assistance, which may include but is not necessarily limited to work efforts such as:

- Preparing public outreach materials, hosting public meetings, or meeting with residents;
- To the extent the Project is not categorically exempt, assisting with the identification of appropriate CEQA requirements and identifying additional services necessary for compliance;
- Assisting with obtaining or modifying utility and ingress/egress easements;
- Assisting with obtaining temporary construction easements or agreements with private land owners;
- Managing execution construction contracts, reviewing insurance and bond submittals, preparation of draft staff report(s), Notice to Award, and Notice to Proceed;
- Obtaining access agreements from outside agencies; and
- Other support services as requested City staff.

Task 5 – As-Needed Consulting Services

EKI will provide general consulting services on an as-needed basis including attending regular Bay Area Water Supply & Conservation Agency ("BAWSCA") meetings, conducting reporting to

BAWSCA, SFPUC and others, supporting regular Client communications, and providing technical or programmatic support on various water and wastewater CIP related issues.

PROJECT SCHEDULE

EKI is available to initiate work upon receiving authorization from the Client. EKI anticipates maintaining the Project schedule outlined by the City that targets complete construction of Project by the end of 2017. As such, EKI anticipates that the above scope of work can be completed within approximately 6 months after the gathering of information identified in Task 1, which is dependent on the availability of subconsultants.

COMPENSATION

Inasmuch as the exact level of effort to complete this Scope of Work cannot be identified at this time, compensation for EKI's services will be on a time and expense reimbursement basis in accordance with attached the Schedule of Charges dated 1 January 2016.

On the basis of the proposed Scope of Work described above, we propose a budget of \$305,700 for the completion of Tasks 1 through 5, as detailed in Table 1, which will not be exceeded without additional authorization from the Client.

TABLE 1
ESTIMATED BUDGET FOR ENGINEERING DESIGN AND PROGRAM MANAGEMENT SERVICES
Annis PRV Installation & Water Main Replacement Project
 City of Brisbane, California

TASKS	ESTIMATED LABOR (Hours)							TOTAL LABOR COST (\$)	EXPENSES AND ADMINISTRATION				ESTIMATED COST	
	Personnel & Rates (\$/hr)								UNIT	QNTY	UNIT COST (\$)	10% MARKUP (\$)	TOTAL COST PER ITEM (\$)	SUB TOTALS (\$)
	Administrative	CAD	Phillip Linarte	Jonathan Sutter, P.E	Nelson Schlatter, P.E	Matt Zucca, P.E	Anona Dutton, P.G., C.H.							
	93	126	114	164	245	255	265							
DESIGN AND BIDDING SERVICES														
Task 1 - Data Gathering and Field Investigations														
Kickoff Meeting and Site Walk				6		4	2	\$2,534					\$2,534	
Data Gathering and Review			8	2				\$1,240					\$1,240	
Geotechnical Investigation (Geo-Logic/Pacific Geotechnical)				8		2		\$1,822	ls	1	\$25,000	\$2,500	\$29,322	
Test Trenching (Geo-Logic/Pacific Geotechnical)				2		1		\$583	ls	1	\$10,000	\$1,000	\$11,583	
Topographic and Utility Survey (w/select field verification by EKI) (MacLeod)			4	4				\$1,112	ls	1	\$40,000	\$4,000	\$45,112	
Potholing (Exaro). Assume 10 locations @ \$1,400 per pothole				8				\$1,312	ls	1	\$14,000	\$1,400	\$16,712	
Field Investigations Results Conference Call				2		1		\$583					\$583	
Communications Fee (EKI Labor Only)									-	4%	\$9,186		\$367	
Subtotal Labor Hours - Task 1			12	32		8	2	\$9,186			Estimated Cost - Task 1			\$107,500
Task 2a - 30% Design Submittal														
Preliminary plans and pipe alignments	4	32	100	32		16	2	\$25,662	dwg sets	2	\$12	\$2	\$25,688	
Preliminary OPC			8	4		2		\$2,078					\$2,078	
QA/QC					8		2	\$2,490					\$2,490	
Prepare for and attend design review meeting				4		2		\$1,166					\$1,166	
Prepare meeting minutes				4		1		\$911					\$911	
Communications Fee (EKI Labor Only)									-	4%	\$32,307		\$1,292	
Subtotal Labor Hours - Task 2a	4	32	108	44	8	21	4	\$32,307			Estimated Cost - Task 2a			\$33,600
Task 2b - 95% Design Submittal														
Prepare drawings and specifications	8	48	280	160		32	4	\$74,172	dwg sets	2	\$150	\$30	\$74,502	
Prepare OPC			8	4		2		\$2,078					\$2,078	
QA/QC					16		2	\$4,450					\$4,450	
Prepare for and attend 95% Design Review meeting				8		2		\$1,822					\$1,822	
Prepare 95% Design Review meeting minutes				4		2		\$1,166					\$1,166	
Communications Fee (EKI Labor Only)									-	4%	\$83,688		\$3,348	
Subtotal Labor Hours - Task 2c	8	48	288	176	16	38	6	\$83,688			Estimated Cost - Task 2c			\$87,400
Task 2c - Final Design Submittal														
Prepare drawings and specifications	4	8	40	20		8		\$11,260	dwg sets	2	\$150	\$30	\$11,590	
Prepare OPC			4	2		1		\$1,039					\$1,039	
QA/QC					8		2	\$2,490					\$2,490	
Communications Fee (EKI Labor Only)									-	4%	\$14,789		\$592	
Subtotal Labor Hours - Task 2d	4	8	44	22	8	9	2	\$14,789			Estimated Cost - Task 2d			\$15,700
Task 3 - Bidding Support														
Prepare for Pre-Bid Meeting	2			8		2	2	\$2,538					\$2,538	
Attend Pre-Bid Meeting				2		2		\$838					\$838	
Respond to bidders inquiries			4	4	2	2		\$2,112					\$2,112	
Prepare one addendum	4		12	4	1			\$2,641					\$2,641	
Communications Fee (EKI Labor Only)									-	4%	\$8,129		\$325	
Subtotal Labor Hours - Task 3	6		16	18	3	6	2	\$8,129			Estimated Cost - Task 3			\$8,500
Subtotal Labor Hours - Project Design and Bidding														
	22	88	468	292	35	82	16	\$148,099	Subtotal Estimated Design and Bidding Cost					\$252,700

TABLE 1
ESTIMATED BUDGET FOR ENGINEERING DESIGN AND PROGRAM MANAGEMENT SERVICES
Annis PRV Installation & Water Main Replacement Project
 City of Brisbane, California

TASKS	ESTIMATED LABOR (Hours)							TOTAL LABOR COST (\$)	EXPENSES AND ADMINISTRATION				ESTIMATED COST	
	Personnel & Rates (\$/hr)								UNIT	QNTY	UNIT COST (\$)	10% MARKUP (\$)	TOTAL COST PER ITEM (\$)	SUB TOTALS (\$)
	Administrative	CAD	Phillip Linarte	Jonathan Suttler, P. E.	Nelson Schiater, P. E.	Matt Zucca, P. E.	Anona Dutton, P. G., C. Hg							
	93	126	114	164	245	255	265							
PROGRAM AND PROJECT MANAGEMENT AND AS-NEEDED CONSULTING SERVICES														
Task 4 - Program and Project Management Services														
Program and Project Management Communications Fee (EKI Labor Only)														
	4			60	8	60	16	\$31,712					\$31,712	
									4%	\$31,712			\$1,268	
	4			60	8	60	16	\$31,712	Estimated Cost - Task 4					\$33,000
Subtotal Labor Hours - Task 4														
Task 5 - As-Needed Consulting Services														
Allowance for As-Needed Consulting Services														
													\$20,000	
													\$20,000	
	4			60	8	60	16	\$63,424	Subtotal Estimated PM and As-Needed Services Cost					\$53,000
	Subtotal Labor Hours - Task 5													
	Subtotal Labor Hours - PM and As-Needed Services													
	26	88	468	352	43	142	32	\$179,811	Total Estimated Cost					\$305,700
	Total Labor Hours													

Proposal/Agreement Date: 5 July 2016

EKL Project # B6-055

SCHEDULE OF CHARGES FOR ERLER & KALINOWSKI, INC.**1 JANUARY 2016**

<u>Personnel Classification</u>	<u>Hourly Rate</u>
Officer and Chief Engineer-Scientist	265
Principal Engineer-Scientist	255
Supervising Engineer-Scientist	245
Senior I, Engineer-Scientist	224
Senior II, Engineer-Scientist	209
Associate I, Engineer-Scientist	199
Associate II, Engineer-Scientist	186
Engineer-Scientist, Grade 1	174
Engineer-Scientist, Grade 2	164
Engineer-Scientist, Grade 3	152
Engineer-Scientist, Grade 4	131
Engineer-Scientist, Grade 5	114
Engineer-Scientist, Grade 6	102
Technician	94
CADD / GIS Operator	106
Administrative Assistant	93
Secretary	77

Direct Expenses

Reimbursement for direct expenses, as listed below, incurred in connection with the work will be at cost plus ten percent (10%) for items such as:

- a. Maps, photographs, reproductions, printing, equipment rental, and special supplies related to the work.
- b. Consultants, soils engineers, surveyors, drillers, laboratories, and contractors.
- c. Rented vehicles, local public transportation and taxis, travel and subsistence.
- d. Special fees, insurance, permits, and licenses applicable to the work.
- e. Outside computer processing, computation, and proprietary programs purchased for the work.

A Communication charge for e-mail access, web conferencing, cellphone calls, messaging and data access, file sharing, local and long distance telephone calls and conferences, facsimile transmittals, standard delivery U.S. postage, and incidental in-house copying will be charged at a rate of 4% of labor charges. Large volume copying of project documents, e.g., bound reports for distribution or project-specific reference files, will be charged as a project expense as described above.

Reimbursement for company-owned automobiles, except trucks and four-wheel drive vehicles, used in connection with the work will be at the rate of sixty cents (\$0.60) per mile. The rate for company-owned trucks and four-wheel drive vehicles will be seventy-five cents (\$0.75) per mile. There will be an additional charge of thirty dollars (\$30.00) per day for vehicles used for field work. Reimbursement for use of personal vehicles will be at the federally allowed rate plus fifteen percent (15%).

CADD Computer time will be charged at twenty dollars (\$20.00) per hour. In-house material and equipment charges will be in accordance with the current rate schedule or special quotation. Excise taxes, if any, will be added as a direct expense.

Rate for professional staff for legal proceedings or as expert witnesses will be at a rate of one and one-half times the Hourly Rates specified above.

The foregoing Schedule of Charges is incorporated into the Agreement for the Services of Erler & Kalinowski, Inc. and may be updated annually.