

**CITY OF SANTA ROSA  
PROFESSIONAL SERVICES AGREEMENT  
WITH PSOMAS  
AGREEMENT NUMBER \_\_\_\_\_**

This "Agreement" is made as of this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Santa Rosa, a municipal corporation ("City"), and Psomas, a California Corporation ("Consultant").

**R E C I T A L S**

A. City desires to provide Construction Management and Inspection Services for Llano Trunk-West Third Street, Brittain to Darla and Glenbrook Siphon Lining Project.

B. City desires to retain a qualified firm to conduct the services described above in accordance with the Scope of Services as more particularly set forth in Exhibit A to the Agreement.

C. Consultant represents to City that it is a firm composed of highly trained professionals and is fully qualified to conduct the services described above and render advice to City in connection with said services.

D. The parties have negotiated upon the terms pursuant to which Consultant will provide such services and have reduced such terms to writing.

**AGREEMENT**

**NOW, THEREFORE**, City and Consultant agree as follows:

**1. SCOPE OF SERVICES**

Consultant shall provide to City the services described in Exhibit A ("Scope of Services"), Exhibit B ("Construction Management Service Terms"), and Exhibit C ("All Inspector's General Duties"). Consultant shall provide these services at the time, place, and in the manner specified in Exhibit A. Exhibit A is attached hereto for the purpose of defining the manner and scope of services to be provided by Consultant and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In the event of any conflict between this Agreement and any terms or conditions of any document prepared or provided by Consultant and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the terms of this Agreement shall control and prevail.

**2. COMPENSATION**

a. City shall pay Consultant for services rendered pursuant to this Agreement at the rates, times and in the manner set forth in Exhibit D. Consultant shall submit monthly statements to City which shall itemize the services performed as of the date of the statement and set forth a progress report, including work accomplished during the period, percent of each task completed, and planned effort for the next period. Invoices shall identify personnel who have worked on the services provided, the number of hours each worked during the period covered by the invoice, the hourly rate for each person, and the percent of the total project completed, consistent with the rates and amounts shown in Exhibit D.















If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

Executed as of the day and year first above stated.

**CONSULTANT:**

**CITY OF SANTA ROSA**  
a Municipal Corporation

Name of Firm: Psomas

TYPE OF BUSINESS ENTITY (check one):

- Individual/Sole Proprietor
- Partnership
- Corporation
- Limited Liability Company
- Other (please specify: \_\_\_\_\_)

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

*Signatures of Authorized Persons:*

APPROVED AS TO FORM:

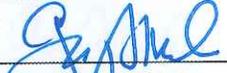
By: 

  
Jessica Mullan (Jun 11, 2020 14:19 PDT)

Print Name: Nick Tarditti

Office of the City Attorney

Title: CFO

By: 

Print Name: GARY SEIBEL

Title: VICE PRESIDENT

City of Santa Rosa Business Tax Cert. No.

06525311

Attachments:

- Attachment One - Insurance Requirements
- Exhibit A - Scope of Services
- Exhibit B - Construction Management Services Terms
- Exhibit C - All Inspector's General Duties
- Exhibit D - Compensation

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January 31, 2020

Exhibit A - Scope of Services

Erich Rauber  
City of Santa Rosa  
Transportation and Public Works Department  
69 Stony circle  
Santa Rosa, CA 95401

Subject: Proposal to provide Construction Management and Construction Inspection Services for the following capital improvement projects:

- C02285 – Llano Trunk Lining Phase 2 – Brittain Ln. to Darla Dr.
- C00308 – La Paloma Ave/East Haven Dr/Rogers Wy Sewer and Water Main Replacement
- C02252 – Pavement Preventive Maintenance 2020

Dear Mr. Rauber,

The City of Santa Rosa (City) of Santa Rosa is seeking qualified professional consultants to provide construction management (CM) and inspection services to support the delivery of a variety of capital improvement projects during its busy 2020 construction season. We are submitting a proposal for three of the projects identified in the Request for Proposal (RFP): The Llano Trunk Lining Phase 2 Project to rehabilitate 3,800 feet of sewer pipeline using CIPP lining, the La Paloma Av/East Haven Dr/Rogers Wy Sewer and Water Main Replacement Project, and the Pavement Preventive Maintenance 2020 Project. Given our experience with these types of specialized projects, we are well positioned to assist the City successfully meet its construction goals in the following ways:

- Psomas brings 25 years of Bay Area CM experience successfully delivering projects that are similar in size, scope, and complexity to the City’s Projects for Sonoma County, the Napa Sanitation District, Novato Sanitary District, Ross Valley Sanitary District, Vallejo Sanitation and Flood Control District, North Marin Water District, Marin Municipal Water District, and the City of Brentwood.
- Psomas has been a regional leader in providing CM services for transportation projects similar to the City’s Pavement Preventive Maintenance 2020 Project. With a majority of our work performed for public agencies with State and/or Federal funding sources, and often within the Caltrans right-of-way, we know how to efficiently manage projects such as yours.
- Our experienced Team includes **Project Manager Justin Seufert, PE, QSD** who has led construction management teams on a wide variety of projects including water resources and transportation projects, for over 19 years. A committed resident of Sonoma County, Justin has dedicated his career to serving public clients in the North Bay. His knowledge of Caltrans and County standards coupled with his relationships with local utilities and agencies will be a key asset in the successful delivery of these Projects. Justin will work closely with **Principal and Regional Manager Gary Skrel, PE** who brings 40 years of construction industry experience, including 30 years working for Greater Bay Area clients.

1660 Olympic Boulevard  
Suite 300  
Walnut Creek, CA 94596

Tel 925.933.2300  
[www.Psomas.com](http://www.Psomas.com)

City of Santa Rosa  
Proposal to Provide Construction Management and Construction Inspection Services  
Page 2 of 2  
February 7, 2020

- Proximity to the City for meetings with Staff and to manage Projects is a principal factor in the success of any project. In addition to our Greater Bay Area regional office located in Walnut Creek, we currently have a field office in San Rafael.
- The following Proposal addresses the requirements of the RFP and the criteria for selection of a consultant and demonstrates why Psomas should be considered to provide construction management and inspection services. The success of our clients is our number one priority and we look forward to the opportunity to serve the City and help you achieve your capital improvement program goals.

Sincerely,

**P S O M A S**



Gary Skrel, PE  
Principal and Regional Manager  
1660 Olympic Boulevard  
Suite 300  
Walnut Creek, CA 94596  
925.766.1130 cell  
[gary.skrel@psomas.com](mailto:gary.skrel@psomas.com)

*Authorized to bind the firm for a period up to 90 days after the proposal is submitted*



Justin Seufert, PE QSD/P  
Project Manager  
1660 Olympic Boulevard  
Suite 300  
Walnut Creek, CA 94596  
530.966.7901 cell  
[justin.seufert@psomas.com](mailto:justin.seufert@psomas.com)

*Individual to whom correspondence and other contact should be directed*

## C02285 - LLANO TRUNK LINING PHASE 2 - BRITTAIN LN. TO DARLA DR.

Our Team members were selected with careful consideration of the requirements of the Llano Trunk Lining Phase 2 - Brittain Ln. to Darla Dr. Project (Project) based on their strong technical knowledge and experience working on similar projects. Our proposed construction management and inspection Team is introduced below. The Team member roles and reporting structure are shown graphically in the Organization Chart in Figure 1. Brief biographies of each Team member, identifying their background, education, and the experience that qualifies them for their assigned roles, is included in the next section. Resumes are included in Appendix A.

### Justin Seufert, PE - Project Manager

In his role as Project Manager, Justin will be the primary contact for the City's Engineer on all issues related to the Project, he will lead and manage all construction management services, supervise our inspection Team, and be responsible for schedule, budget, safety, and compliance with all plans and specifications. He will also be responsible for meeting the Construction Management Services requirements as outlined in Exhibit A of the RFP including Pre-Construction, Project Coordination and Correspondence During Construction, Reporting, Submittal Management, and Change Order and Claims Management.

#### Time Commitment

As an extension of City Staff, Justin will be allocating his time to the Project to contribute to its success. Over the project duration, he will be spend 20% of his time on the Project while the remainder of his time will be spent on various other projects.

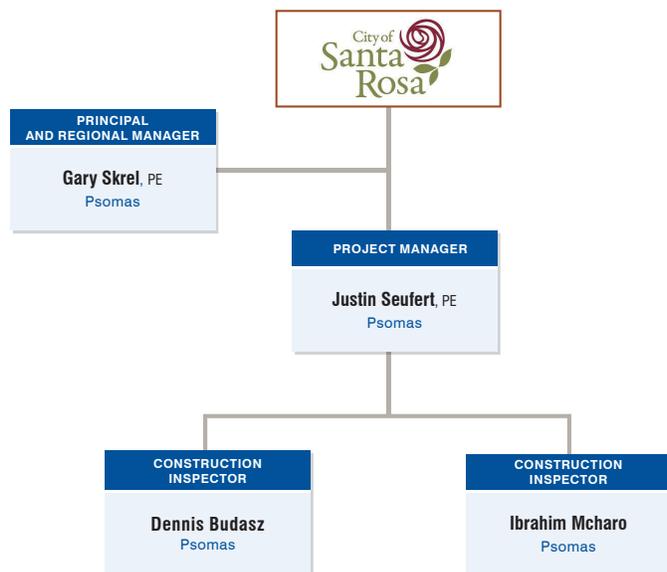
### Construction Inspectors

Inspection services will be provided by **Dennis Budasz** and **Ibrahim Mcharo**. Dennis has over 30 years of inspection experience in the construction industry working on water resources projects. Ibrahim has more that 23 years of experience in construction inspection on various types of infrastructure projects from transportation to water resources. Dennis and Ibrahim will provide inspection services for the City's Project and be responsible for contractor compliance with the plans and specifications, preparation of daily inspection reports, maintenance of project records, monitoring project safety, and coordinating communication with all Project stakeholders. Dennis and Ibrahim will be responsible for meeting the Inspector General Duties outlined in Exhibit B of the RFP.

### Gary Skrel, PE - Principal and Regional Manager

Gary will be responsible for the performance of the entire Team, be the City's main contact for all contract matters, and act as a resource for all construction related activities.

Figure 1: Organization Chart



## Justin Seufert, PE, QSD/P

### Project Manager

Registration: 2009/CA/Professional Engineer/#73718

Education: 2000/BS/Environmental Engineering/California Polytechnic State University, San Luis Obispo

Justin has led projects from initial planning through construction for 19 years. His portfolio includes a broad range of water/wastewater conveyance projects. Justin's approach to monitoring project progress, safety, schedule, and budget has resulted in numerous successful projects.

#### Experience

- Project Manager - 2018-2019 Large Diameter Gravity Sewer II-3B (CIPP) - Ross Valley Sanitary District
- Project Manager - 2016-2017 Gravity Sewer Rehabilitation Project (CIPP) - Ross Valley Sanitary District
- Project Manager - 2015-2016 Gravity Sewer Rehabilitation Project (CIPP), Ross Valley Sanitary District

## Dennis Budasz

### Construction Inspector

Education: See resume for Training/Certifications

Dennis has worked in the construction industry on water resources projects since 1989. As a contractor, he has experience with the installation, and as an consultant with the inspection, of CIPP from 6-inch to 60-inch diameter. He is well versed in the means and methods for quality CIPP installations including CCTV, robotic cutting, construction scheduling, safety, preventive maintenance, and troubleshooting.

#### Experience

- Inspector - Large Diameter Gravity Sewer Rehabilitation Project II-2 (CIPP) - Ross Valley Sanitary District
- Inspector - Felt Street and 17th Avenue Sewer Replacement Project (CIPP) - Santa Cruz county Sanitation District

- Inspector - Airport Freedom-Trunk Sewer Replacement Project - City of Watsonville

## Ibrahim Mcharo

### Construction Inspector

Education: See resume for Training/Certifications

Ibrahim has 23 years of experience in construction inspection on various type water and transportation infrastructure projects. As an inspector, he understand the importance of developing a positive working relationship with all project stakeholders, including the contractor so that the projects are built according to plans and specifications and to avoid potential delays.

#### Experience

- Large Diameter Gravity Sewer Rehabilitation Project II-3A - Ross Valley Sanitary District

## Gary Skrel, PE

### Principal and Regional Manager

Registration: 1987/CA/Professional Engineer/Civil/43547

Education: BS/Civil Engineering/University of Michigan

Gary has worked in the engineering profession with an emphasis in construction since 1979. He has experience in constructability reviews, dispute resolution and claims analysis, scheduling, construction management, program management, and design of public water resources facilities for various municipals agencies.

#### Experience

- Project Manager - Large Diameter Gravity Sewer Rehabilitation Program (Multiple Projects) - Ross Valley Sanitary District
- Project Manager - Felt Street and 17th Avenue Sewer Replacement Project - Santa Cruz County Sanitation District
- Mare Island Sewer and Water Main Replacement Project - City of Vallejo

# A.4 Work Plan

## A. PROJECT UNDERSTANDING

The Llano Trunk Lining Phase 2 - Brittain Ln. to Darla Dr. (Project) will rehabilitate approximately 3,800 LF of 54-inch diameter sanitary sewer trunk line within the West 3rd Street corridor from Brittain Lane to Darla Drive in Santa Rosa using cured-in-place pipe (CIPP) technology. The Project will also rehabilitate the Glenbrook Sewer Siphon which crosses Santa Rosa Creek approximately 200 yards west of Stony Point Road. The Glenbrook Sewer Siphon is a four barrel (12-inch, 18-inch, 27-inch and 36-inch diameter) siphon. The Project will line the 18-inch, 27-inch, and 36-inch diameter barrels using CIPP and abandon the 12-inch diameter barrel. Also included in the Project is the rehabilitation of six manholes via epoxy lining.

After a review of available project documents, a recent site visit, and based on our experience, Psomas has identified several key challenges and potential solutions for which an experienced construction manager and field inspector(s) will be important to the success of the Project. Psomas will have a full-time presence on site to monitor each of the activities identified and to facilitate and coordinate necessary changes and document the activities of the contractor.

### Challenges

#### Over the hole Wet-Out

**Challenge:** On sheet C-2 of the project plans (90% Submittal), Note S13 states in part “Contractor shall be allowed to perform on-site wet-out and liner insertion at MH17 only...” The weight and physical size of an individual CIPP liner has a direct effect on the success of installation. While the ultimate liner weight will be dependent on the approved liner design, it was noted in the Special Provisions that liner design shall assume fully deteriorated pipe. Based on experience with liners of similar size, we anticipate a liner weight exceeding 100 lbs/ft. If the intent is for liners to be installed strictly from MH17, this results in an approximate 1,400 foot inversion upstream to MH56 and an inversion of approximately 2,500 feet downstream to MH52.

The longer inversion is approaching a length and weight exceeding typical install limits and has a high potential to stretch beyond acceptable limits.

**Solution:** To increase the number of bidding contractors and the chances of successful liner installation and to minimize the opportunity for contractor claims related to restricting means and methods; Psomas suggests the City consider allowing an additional over the hole wet-out location at MH52. Doing so will permit an inversion from MH17 to MH46 of approximately 1500 feet and an inversion from MH52 to MH46 of approximately 1,000 feet.

#### Glenbrook Sewer Siphon Bypassing

**Challenge:** A key to successful completion of the Glenbrook Sewer Siphon rehabilitation will be implementation of a successful bypass. Sheet BP-2 of the Project plans provides several proposed bypass routes using the Santa Rosa Creek Trail. The routes proposed appear practical; however, surface bypasses constructed near waterways can be problematic, both from a construction and regulatory perspective. While we concur the proposed routes are workable, Psomas believes a more viable solution may exist.

**Solution:** Psomas has prior success working with contractors to bypass siphon flows using the existing inlet/outlet structures and siphon barrels; creating a ‘partial’ shutdown of the siphon to permit lining of individual barrels while avoiding the necessity of overland bypassing. Experience has taught us that diverting flows within the inlet structure can lead to a significant cost savings in addition to providing improved reliability.

## B. DETAILED PROJECT APPROACH

Psomas uses a flexible management approach to construction management which capitalizes on the strengths of each team member to deliver projects safely, cost effectively, and on time. Under Justin’s leadership, our team will inspect and administer the contract in compliance with the plans and specifications and the City’s procedures and

standards which will form the foundation of our contract administration.

Psomas believe strongly in partnering and the promotion of open communication between the client, our project staff, the contractor, and project stakeholders. This collaborative atmosphere encourages broad support for our client's goals and produces measurable results - cost effective solutions to project challenges, implementation of best management practices, and projects completed on time. We will implement and maintain this philosophy through all phases of the Project starting with pre-construction, continuing through construction, and ending with post-construction. This approach will provide the framework for meeting the day-to-day challenges that could arise on the Project.

### Pre-Construction Phase

During the pre-construction phase, the emphasis will be on establishing lines of communication, clearly understanding all stakeholders' concerns, conducting community outreach, reviewing permits for compliance requirements, and processing early submittals, including the Storm Water Pollution Prevention Plan (SWPPP) and the critical path method (CPM) baseline schedule, to make sure the Project begin smoothly.

### Construction Phase

During the construction phase, Psomas will represent the City in all Project related communications and activities. This includes contract administration, inspection, preparation of draft staff reports, change orders, review of progress billings, and coordination with project stakeholders. We will provide continuity during pre-CIPP inspections and cleaning, CIPP installations, and post CIPP activities. We will also be available to meet with any homeowners, school representatives, or other civic groups that may desire or request information on the Project.

### Closeout Phase

During the closeout phase, a final walk-through will be conducted with the City to generate a final punch list. Upon completion of the final punch list, we will prepare a staff report recommending final acceptance of the project and filing of the notice of completion. Lastly, all project documentation,

including record drawings and a summary of lessons learned will be provided to the City.

## C./D. PROJECT SCHEDULE AND ABILITY TO MEET TIME SCHEDULES

Psomas has reviewed the time allotted for this Project and believes the 77 working days suggested in the RFP are appropriate. Key staff, including Dennis Budasz and Ibrahim Mcharo, will remain dedicated to the Project, as necessary, for the duration of field operations. Justin Seufert will allot a minimum of 20% of his time to the Project. Their tenure on the Project will begin with preparation prior to the pre-construction meeting and last through construction closeout as appropriate.

### Project Photos Llano Trunk Lining Phase 2 Brittain Ln. to Darla Dr.





# Scope of Services

The City's RFP states that the Proposal shall include a detailed scope of services identifying specific tasks and any specific considerations and assumptions. Since a complete Scope of Work requires more pages than the RFP prescribed page limit, we are presenting an outline of our scope of work below and including our expanded scope of work in Appendix B – Expanded Scope of Work.

## Pre-Bid Period

1. Biddability/Constructability (B/C) Reviews.

## Bid/Award Period

1. Pre-Bid Meeting
2. Addendum
3. Bid Review

## Construction Period

1. Notice to Proceed
2. Pre-Construction Conference (Meeting)
3. Administration and Office Set-Up
4. Pre-Construction Walk/Photos/Video
5. Construction Administration
6. Meetings
7. Outside Agency Coordination
8. Utility Coordination
9. Public Outreach
10. Submittals
11. Clarification Process
12. Change Order Preparation, Negotiation & Processing
13. Progress Payment
14. Scheduling
15. Field Quality Control
16. System Outages
17. Means and Methods of Construction
18. Safety
19. Spare Parts
20. Operation and Maintenance (O&M) Manuals
21. Testing and Training
22. Corrective Work Item List
23. Substantial Completion

## Post-Construction Period

1. Warranty Coordination
2. Project Closeout
3. Dispute Resolution

# **E | APPENDIX B**

## **Extended Work Approach**

**Modifications to Appendix B – Extended Work Approach**  
**City of Santa Rosa**  
**Construction Management and Construction Inspection Services Proposal (dated 02.02.2020)**  
**Llano Trunk Lining Phase 2 – Brittain Ln. To Darla Dr.**

**May 29, 2020**

**PRE-BID PERIOD**

~~1. Biddability/Constructability (B/C) Reviews.~~

~~a. Meetings:~~

~~1. Psomas will participate in a 100% design submittal meeting to be attended by Owner staff and Design Consultant (DC). DC will summarize the design and any critical areas that should be focused on during the review~~

~~2. Review Meeting: Psomas will meet with the Owner and DC to review the B/C findings.~~

~~b. Psomas will review and provide comments on the 100% Documents for the following:~~

~~1. Sequence, constraints, and schedule developed by the DC/Owner~~

~~2. Conflicts, omissions, and ambiguities within the plans and specifications.~~

~~3. Completeness of the bidding documents.~~

~~4. Coordination between the design disciplines.~~

~~5. Constructability of the project's facilities.~~

~~6. Potential claim areas based on our experience with this type of work.~~

~~7. Review of the electrical and instrumentation specifications and drawings will be provided by a Subconsultant~~

~~a. The B/C reviews will not include a comprehensive review of all technical specifications or plans but will concentrate on the areas where our past experience has shown the greatest potential for value is generally found. The B/C reviews will not include a review for building code compliance, design peer review, design plan check or value engineering. We also do not guarantee that all deficiencies in the bidding documents will be found during the B&C review. The main purpose of a B/C review is to mitigate potential costly problems and changes during construction. The review can reduce and minimize contractual disputes that often arise during the actual construction of the project. Elimination of changes, design errors or omissions, and conflicts in the design are never completely achieved.~~

~~b. Detailed written review comments will be provided in both hard copy and electronic format. Review comments will include plan number and specification number, comment and/or suggestion, Psomas reviewer, space for DC's response, weighted system (critical, general or editorial), and space for including follow up notes.~~

~~c. Owner/Design Consultant Response: Psomas requests that the Owner/Design Consultants provide written response to Psomas' comments.~~

~~2. Attend Public Outreach Meetings~~

~~a. Psomas will attend public outreach meetings when requested by Owner.~~

~~b. Owner will conduct the meetings and respond to questions. JS~~

**BID/AWARD PERIOD**

~~1. Prebid Meeting~~

~~a. Psomas will attend the prebid meeting. Owner/DC will facilitate the meeting.~~

~~b. Psomas will review Record of Discussions prepared by DC prior to issuance as a Bid Addendum.~~

~~2. Addendum~~

~~a. DC will review Bidders' questions and prepare addenda.~~

~~b. Psomas will assist with review of addenda, prior to issuance, as requested by the Owner.~~

~~c. DC and Owner will manage the fielding of questions from Bidders and issuance of addenda.~~

- ~~3.—Bid Review: Psomas will assist the Owner with evaluating and reviewing the bid proposals for completeness, responsiveness, alternate prices and unit prices (if applicable), and determining the lowest responsive, responsible bidder. DC will provide review assistance for technical considerations such as named equipment manufacturers. Psomas will make a recommendation to the Owner regarding award of the Contract.~~
- ~~4.—Psomas will assist Owner with examination, organization, and inventory the escrow bid documents of the two lowest bidders.~~ 

## CONSTRUCTION PERIOD

1. Notice to Proceed – Psomas will assist with the Owner’s preparation and issuance of the Notice to Proceed.
2. Preconstruction Conference (Meeting)
  - a. Psomas 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 Owner, DC, and Contractor’s team will attend the meeting. The DC will address design issues.
  - b. As an extension of the meeting Psomas will facilitate a Team Building discussion to include ‘rocks in the road’ (project challenges) and development of a Dispute Resolution Matrix.
3. Administration and Office Set-Up
  - a. Psomas will setup the files for the project prior to commencement of construction, ~~and coordinate with the Owner and Contractor for office trailer set-up.~~ 
  - b. ~~Owner/Contractor will provide office trailer, copier, phone/service, and internet service.~~  Psomas will coordinate with project documents.
4. Preconstruction Walk/Photos/Video
  - a. Psomas will conduct preconstruction inspections documenting conditions using digital photographs and video.
5. Construction Administration
  - a. Project Coordination: Psomas will act as the project coordinator and the point of contact for all communications with the Contractor. Psomas will coordinate activities of the Owner, DC, and Contractor
  - b. Document Tracking System: Psomas will establish, implement and maintain an online system for tracking all correspondence and documents on the Project. Psomas will route all submittals/RFI’s to the Owner’s other consultants.
  - c. Construction Administration Services: Psomas will provide administrative and management services. Psomas will receive all correspondence from the Contractor and address all inquiries from the contractor and construction related correspondence. The DC will be responsible for providing any design input.
6. Meetings
  - a. Psomas will prepare the agenda for progress meetings and other construction meetings required during the Project. Progress meetings will generally be held weekly. Other construction meetings will be scheduled as needed which may include submittal review meetings, critical activity coordination meetings, schedule review meetings, SCADA planning/coordination meetings, and startup and testing planning meetings.
  - b. Psomas will facilitate and prepare records of discussions for the progress meetings and other construction related meetings.
7. Outside Agency Coordination: Owner/Contractor will obtain necessary permits. Psomas will coordinate with outside agencies and review Contractor’s compliance with permit requirements.
8. Utility Coordination: Construction related coordination with utilities (PG&E) will be the responsibility of Contractor. Psomas will attend meetings and facilitate modification to the Contract Documents. Engineer/Owner responsible for modifying Contract Documents if necessary. Psomas will not be responsible for schedule or timely performance of non-Psomas parties.

9. Public outreach
  - a. Psomas will review project notices prepared by the Contractor and obtain Owner's approval prior to the Contractor distributing the notices.
  - b. Meetings with public will be facilitated by Owner. Psomas will assist Owner by providing project information as requested by Owner and attend meetings as requested by Owner.
  - c. Psomas will assist Owner with responding to public inquiries.
  - d. Psomas will refer all media inquiries to the Owner.
10. Submittals
  - a. Psomas will establish, implement and coordinate the submittal processing.
  - b. Psomas will receive the submittals from the Contractor, check the submittals for general conformity with the Contract requirements, and return the submittal to the Contractor for correction if needed prior to forwarding to the DC.
  - c. Psomas will route the submittal to the DC for review and will route the reviewed submittal back to the Contractor. Psomas will review DC comments on to determine if additional follow-up with the DC and/or contractor is warranted and to identify any scope changes.
  - d. Psomas will maintain an online log and tracking system for submittals. Psomas will track the status of submittal review with the DC and the status of resubmittals with the Contractor.
11. Clarification Process
  - a. Psomas will establish, implement and coordinate an online system for processing and tracking clarifications.
  - b. Psomas will receive all requests for information (RFIs) from the Contractor and determine if the request is a valid RFI; if not, Psomas will return the RFI to the Contractor.
  - c. Psomas will provide a response to the Contractor for any administrative and general RFIs.
  - d. Psomas will route all other RFIs to the DC for review and provide design response.
  - e. Psomas will review the DC's response for acceptability of response and transmit the Clarification Response to the Contractor.
  - f. The DC will prepare Design Clarifications where design issues are identified by Psomas, the DC, or the Owner. Psomas will transfer Design Clarifications to the Contractor.
12. Change Order Preparation, ~~Negotiation~~ & Processing. (Refer to Exhibit B)
  - a. The DC will prepare design details for change requests. Psomas will prepare and issue the change request to the Contractor with the appropriate design documents per Exhibit B.
  - b. Psomas will prepare an independent cost estimate and/or review the acceptability of the Contractor's cost proposal for each change request. The DC's input may be requested for specific equipment and material costs.
  - c. In the event the Contractor encounters a time sensitive problem ~~where time is not available to negotiate a settlement~~, Psomas will issue a field order. All work done under a field order will be completed on a time and material basis. Psomas will advise Owner of issuance of field order and Owner will review and authorize Psomas to execute the field order, have authority for issuing field orders to a maximum value of (TBD) without prior notice or approval from the Owner only if Psomas can't reach the Owner's Representative via cellular phone or office phone. As soon as practical, dependent on field conditions, Psomas will advise the Owner of the issuance of such field order, and the Owner will execute the field order. Field orders with an allowance greater than (TBD) will be reviewed and approved with the Owner prior to issuance.
  - ~~d. Psomas will negotiate change orders with the Contractor and will prepare change orders for execution by the Owner and Contractor.~~

e-d. Psomas will implement and maintain a system for logging and tracking changes.

13. Progress Payment
  - a. Psomas will review and approve the initial cost breakdown prepared by the Contractor.
  - b. Psomas 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.
  - c. Psomas will perform the appropriate administration, preparation and processing of the monthly progress payments so the Owner can respond in accordance with the time periods set forth in the Public Contract Code.
  - d. Psomas will prepare the summary cover sheet for the progress payments which will be executed by Psomas, the Contractor and the Owner.
  - e. Psomas will make recommendations regarding assessment of liquidated damages or withholding from payments to the Contractor.
14. Scheduling
  - a. Psomas 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, sequence and constraints, and Substantial Completion dates meet the overall schedule and that no major conflicts exist.
  - b. Psomas will review the schedule updates and provide written comments to the submitted update and facilitate a meeting with Contractor as necessary.
  - c. Psomas will review and evaluate the Contractor's requests for Contract Time extension and make written recommendations to the Owner regarding entitlement and the number of days, if any, to be added to the Contract Time(s).
15. Reporting and Owner Board/Council/Commission Meetings: ~~Psomas will prepare quarterly reports that will include information on progress, budget, schedule, submittal and RFI status, change order status, representative construction photos and other pertinent information requested by Owner and will attend Owner Board/Council/Commission meetings when requested by the Owner to assist the Owner's staff in updating the Owner's Board/Council/Commission on the status of construction. Weekly and monthly reporting shall be in accordance with Exhibit 4 Reporting. All project documentation, including but not limited to submittals, daily inspection reports, weekly statements of work days, RFIs, field orders, schedule, progress payments, photographs, and schedules and budgets shall be made available to Owner at all times.~~ 
16. Field Quality Control
  - a. Psomas will provide periodic field inspection/observation services to monitor compliance with the contract documents and will prepare daily inspection reports documenting observed field activities, field crews, contractor equipment, and field problems when on site. Owner to have access to daily reports.
  - b. ~~No~~ Allowance is included in the budget for overtime inspection
  - c. Psomas will provide and maintain photographs attached to Daily Reports of relevant field activities for status monitoring of the project and historical record.
  - d. Psomas will monitor record documents on a monthly basis to determine if they are being maintained by the contractor and are in substantial conformance with Psomas' information.
  - e. Special Inspections: Psomas will contract with a separate firm to furnish the materials testing and Special Inspections required to be performed for the Project. Special Inspection and materials testing will include soils and asphalt compaction and relevant testing, Concrete sampling and testing, periodic observation of coatings and linings, and pipe welding.
    1. Cathodic protection inspections provided by others.
    2. Psomas will schedule and coordinate the material testing services and have oversight responsibility for the specialty inspections and testing services.

- f. Psomas will retain a subconsultant for technical support, assistance and periodic observation of the installation and testing of the critical components of the electrical and instrumentation portions of the Work.
  - g. No provision has been included in the scope of work or budget for observation, testing and handling of hazardous material.
17. System Outages
- a. Psomas will facilitate/coordinate shutdowns with the Contractor, Owner, and Designer.
  - b. Owner is responsible for reviewing system outage requests, confirming the outage is properly planned, implementing the outage, and bringing services back on line after the outage.
18. Means and Methods of Construction: Psomas 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.
19. Safety
- a. Psomas will comply with appropriate regulatory, project and Owner regulations regarding necessary safety equipment and procedures used during performance of Psomas' work and shall take necessary precautions for safe operation of Psomas' work, and the protection of Psomas' personnel from injury and damage from such work.
  - b. Neither the professional activities of Psomas, nor the presence of Psomas' 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, Owner regulations, and any health or safety precautions required by any regulatory agencies. Psomas 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.
20. Spare Parts: Psomas 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 owner.
21. Operation and Maintenance (O&M) Manuals: Psomas 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 Owner.
22. Testing and Training
- a. The Scope and Budget do not include Psomas' participation in factory witness testing.
  - b. Psomas will facilitate the development of the Startup Plan with the Contractor, Design Consultant and the Owner.
  - c. Psomas will provide oversight, coordination, and administration of training and testing. The DC will provide design assistance during testing operations.
  - d. Psomas will observe start-up and testing as the Owner's representative and maintain copies of start-up documentation in an organized binder that will be turned over at the end of the project.
  - e. Psomas will attend training sessions and collect attendance sheets and copies of training material.
23. Corrective Work Item List
- a. Psomas will prepare the Corrective Work Item list with the input from the Owner and DC.
  - b. Psomas will confirm that the items identified in the Corrective Work Item List are completed in preparation for issuance of Substantial Completion Certificate.
24. Substantial Completion
- a. Psomas will prepare the Substantial Completion Certificate for execution by the Owner and the Contractor when the Corrective Work Items are completed to the Owner's and Psomas' satisfaction. The Substantial Completion Certificate will include the Punchlist as an attachment.
  - b. Punchlist: Psomas will prepare the list of outstanding deficiencies and issue the punchlist(s) from the list of deficiencies.
  - c. Final Inspection and Payment

## **Exhibit B**

### **Construction Management Services Terms**

The City of Santa Rosa (City) requires construction management services to manage and expedite completion of construction projects within schedule and budget, and to the quality standards described in the project specifications. The City's Construction Manager shall at a minimum achieve the following requirements:

#### **1. General**

- a. Be a licensed architect, registered professional engineer, or licensed general contractor.
- b. Be the primary point of contact and responsible for the contract administration, construction engineering, and engineering integrity of the project. The CM shall ensure Contractor complies with the requirements of the contract documents.
- c. Report directly to City Engineer and act as a liaison between the City and all project stakeholders in order to accomplish the full project services intended by the City.

#### **2. Pre-Construction (project specific)**

- a. Provide specialized advice to both City and designer during planning and design, identify and evaluate alternative methods and materials, perform value engineering, and overall assistance with developing a cost-effective project.
- b. Assist in evaluating contractor bids, as necessary

#### **3. Project Coordination and Correspondence During Construction**

- a. Oversee and ensure that all measures of the specific project's scope of services are completed in a timely and professional manner with an emphasis on providing the City with a high-quality project.
- b. Coordinate project activities with Contractor, City staff, consultant inspector, special inspector, designer, utility companies, and other parties as required.
- c. Provide, manage, coordinate, and ensure timely completion/approvals in response to all Requests for Information (RFI), shop drawings, product data samples, submittals, and Change Orders.
- d. Receive, process and distribute all Contractor correspondence. Coordinate with City (and other applicable parties as necessary) to develop, prepare and transmit responses.
- e. Maintain logs of requests for information, submittals, plan clarifications, claims, proposed change orders, final change orders. Maintain all documents generated for the project including daily reports, requests for information, submittals, transmittals, O & M Manuals, warranties, etc. Ensure City Staff receives copies of these documents.
- f. Establish and maintain project controls and provide administrative, management, and related services necessary to coordinate the work of the Contractor and all subcontractors in order to facilitate timely completion of the project in accordance with contract documents and City objectives.

- g. Review and approve Contractor's monthly progress report and payment request.
- h. Provide status updates to City on significant issues as they arise.
- i. Provide any contract administration documentation required by City, State, or Federal authorities.
- j. Lead pre-construction conference with the Contractor and stakeholders including preparation of meeting agenda and minutes; and distribute to applicable entities (not just attendees).
- k. Lead progress meetings (regularly scheduled or otherwise) with Contractor and City staff. Prepare agenda and minutes.
- l. Coordinate testing with City Materials Engineering and project team.
- m. Contract for and manage non-City supplied material testing and special inspection services.
- n. Coordinate testing and startup including efforts by Contractor, manufacturers, and City staff.

#### **4. Reporting**

- a. Prepare short (1 page) weekly progress reports including a list of key items of work completed during the week and expected work the following week. Include approximately 2 photos. Submit to the City by Monday 9:00 am the following week. Weekly reports may be posted to the City's public website.
- b. Prepare and submit a monthly progress report describing key issues, status of schedule, budget, payments, RFI's, submittals, claims, potential change orders, and change orders. The monthly progress report shall be due to City Engineer on the tenth (10th) of every month.
- c. Review Inspector's daily construction reports and suggest edits where applicable. Initial (to show that document was reviewed and approved) and submit copies of previous week's daily reports to City by Monday 9:00 am the following week.
- d. Review/Prepare Weekly Statement of Working Days and submit to City for review by Monday morning at 9:00 a.m. the following week.
- e. Complete all documentation and coordination required for final acceptance and closeout of construction contracts.

#### **5. Submittal Management**

- a. Receive, stamp, and log submittals, and distribute for review by the design team.
- b. Monitor review of submittals to foster timely review and return of submittals to Contractor.
- c. Review administrative submittals for conformance with Contract plans and specifications requirements and City standards.
- d. Transcribe reviewer's comments and prepare duplicate copies for return to Contractor and distribution to project team.

- e. Ensure all reviewed submittals are returned to Contractor and include the following language:

*CITY OF SANTA ROSA*

*No exceptions*
 *Make Corrections Noted*

*Revise and Resubmit*
 *Not Reviewed*

\_\_\_\_\_

*Submittal was reviewed for general conformance to Contract plans and specifications only. Contractor is responsible for confirming and correlating full compliance with contract plans and specifications. Notations neither relieve Contractor from Contract plans and specifications compliance nor authorize changes to contract amount. This review does not relieve Contractor from responsibility for any errors, omission or deviations from the Contract plans whether or not such errors, omissions or deviations are noted on this drawing.*

By \_\_\_\_\_ Date \_\_\_\_\_

**6. Change Order and Claims Management**

- a. Analyze requested change orders for validity, cost, and schedule impacts. Provide information to City Engineer necessary to review the requested change order. City Engineer shall be responsible for the consideration, negotiation and resolution of all requests for change orders. At the request of City Engineer, draft and forward proposed change orders to City Engineer using City-provided change order format. City staff will formally process, transfer draft change orders to City letterhead, obtain signatures, and distribute accordingly.
- b. Analyze claims for validity, cost, and schedule impacts. Provide information to City Engineer necessary to review and resolve the claim. City Engineer shall be responsible for the consideration, negotiation and resolution of all claims. If requested by City Engineer, Consultant shall draft responses to claims for review and approval by City Engineer. City staff will obtain final signatures and distribute responses to claims.

## **Exhibit C**

### **An Inspector's General Duties**

- Ensure contractor compliance with the plans, specifications, and other contractual requirements throughout the course of the work.
- Review the plans and specifications prior to the start of construction.
- Review shop drawings, materials samples, schedules, and other items submitted by the contractor.
- Prepare and preserve a complete, accurate diary and inspection reports (daily and other).
- Maintain project records (materials certificates, shop drawings, catalog items, manuals, and related items).
- Review right-of-way documents for conditions and restrictions.
- Monitor project progress and maintaining the schedule(s).
- Arrange and conduct regular project progress meetings.
- Coordinate communications between all parties.
- Maintain contact with adjacent property owners and others affected.
- Promptly advise higher authorities regarding any schedule or other progress problems or variances from the contract requirements.
- Coordinate and monitor completion of review and approval of submittal and testing required under the contract.
- Make a record of any disputes.
- Monitor project safety and promptly report life-threatening conditions.
- Review payrolls and other labor documents for compliance with the contract.
- Conduct, coordinate and/or arrange required testing to ensure compliance.
- Reject work which does not comply with contract requirements.
- Issue notice to the contractor of deficiencies requiring correction.
- Advise higher authority when basic contractual commitments are not being met and/or continued work will be substandard; recommend or issue stop work orders as provided in agency/owner policy or regulations.
- Administer approved change orders.
- Prepare, review and/or process progress and final payments as provided by agency/owner procedures and policies.
- Record work progress and other relevant data on the site drawing set.
- Prepare and/or assist in preparation of final acceptance documents.
- Arrange and conduct the final inspection and prepare the punch list, and monitor completion or correction of items on the List.

Exhibit D - Compensation



## Llano Trunk / Glenbrook Siphon Lining Project

### Fee Proposal for Construction Management and Inspection Services for the Llano Trunk (Brittain to Darla) and Glenbrook Siphon Lining Project (Contract No. C02285)

Revised April 1, 2020

| PERSONNEL/SERVICE (Note 1)                  | HOURS AND HOURLY RATES |           |                 | Level of Effort (hours) |        |                                |        |        |        |           |        |  |
|---------------------------------------------|------------------------|-----------|-----------------|-------------------------|--------|--------------------------------|--------|--------|--------|-----------|--------|--|
|                                             | Total Hours            | 2020 Rate | Base Bid Amount | SUBMITTALS / PRECON     |        | CONSTRUCTION (77 Working Days) |        |        |        | CLOSE OUT |        |  |
|                                             |                        |           |                 | Jun-20                  | Jul-20 | Aug-20                         | Sep-20 | Oct-20 | Nov-20 | Dec-20    | Jan-21 |  |
| <b>Psomas Labor</b>                         |                        |           |                 |                         |        |                                |        |        |        |           |        |  |
| Gary Skrel - Principal in Charge            | 40                     | \$ 240    | \$ 9,600        | 4                       | 4      | 8                              | 8      | 8      | 8      | 0         | 0      |  |
| Justin Seufert - Construction Manager       | 360                    | \$ 190    | \$ 68,400       | 16                      | 80     | 40                             | 40     | 40     | 40     | 80        | 24     |  |
| Dennis Budasz - Construction Inspector      | 456                    | \$ 165    | \$ 75,240       | 0                       | 40     | 40                             | 40     | 168    | 168    | 0         | 0      |  |
| Ibrahim Mcharo - Construction Inspector     | 808                    | \$ 165    | \$ 133,320      | 0                       | 40     | 176                            | 176    | 168    | 168    | 80        | 0      |  |
| Construction Inspection - Overtime (Note 2) | 364                    | \$ 205    | \$ 74,620       | 0                       | 0      | 0                              | 176    | 168    | 20     | 0         | 0      |  |
| Office Support                              | 176                    | \$ 110    | \$ 19,360       | 0                       | 24     | 24                             | 24     | 24     | 24     | 40        | 16     |  |
| <b>Other Direct Costs (Note 3)</b>          | Monthly Allowance      | \$        | -               |                         |        |                                |        |        |        |           |        |  |
| <b>Contingency - (Note 4)</b>               | 10%                    | \$        | 38,054          |                         |        |                                |        |        |        |           |        |  |
| <b>Total</b>                                |                        | \$        | 418,594         |                         |        |                                |        |        |        |           |        |  |
|                                             | Total Not To Exceed    | \$        | 418,594         |                         |        |                                |        |        |        |           |        |  |

Notes:

- Staffing and level of effort is based on our proposed approach, and using the project schedule duration provided in the final Project Specifications.
- Construction Inspection - Overtime anticipates rotating 12hr shift during wet-out and cure for each CIPP liner installation.
- The Budget does not include any other direct costs. All normal operating expenses are included in hourly billing rates.
- We are proposing a Budget Contingency to address unanticipated construction related events that could affect our services. As examples, our services could be affected by the experience and conduct of the low-bid contractor, material procurement issues, differing site conditions, etc. Budget Contingency will not be used without prior written authorization from the City.
- Revision dated April 1, 2020 acknowledges project start will be delayed due to COVID-19, as such an escalation in rates may occur in January of 2021.
- Revision dated May 28, 2020 adjusts the project start date based on best available information at the time of revision.

# PSA with Psomas for Llano Trunk

Final Audit Report

2020-06-11

|                 |                                              |
|-----------------|----------------------------------------------|
| Created:        | 2020-06-11                                   |
| By:             | Joyce Brandvold (JBrandvold@srcity.org)      |
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