

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into on this 18th day of November, 2014, by and between the City of Manhattan Beach, a municipal corporation ("City") and Hamilton & Associates, Inc., a California Corporation ("Contractor") (collectively, the "Parties").

RECITALS

A. City desires to obtain services of Contractor for Construction Management and Inspection for the City Yard Cover Project.

B. Contractor represents that it is qualified and able to perform the services ("Services") required by this Agreement.

NOW, THEREFORE, in consideration of the Parties' performance of the promises, covenants, and conditions stated herein, the Parties hereto agree as follows:

Section 1. Contractor's Services. Contractor shall perform the Services described in Exhibit A in a manner satisfactory to City and consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

Section 2. Term of Agreement. This Agreement shall apply to services rendered on or after November 18, 2014, and shall terminate when the work is completed, unless sooner terminated by the City.

Section 3. Time of Performance. Contractor shall commence its services under this Agreement upon receipt of a written notice to proceed from City in the manner described in Exhibit A. Contractor shall complete the services in conformance with the timeline set forth in Exhibit A, or as otherwise directed by the City's representative.

Section 4. Compensation.

(a) City agrees to pay Contractor in accordance with the fee schedule attached hereto as Exhibit B. In no event shall the Contractor be paid more than \$113,351.00 during the term of this Agreement. Any terms in Exhibit B, other than the payment rates and schedule of payment, are null and void.

(b) Unless expressly provided for in Exhibit B, Contractor shall not be entitled to reimbursement for any expenses. Any expenses incurred by Contractor that are not expressly authorized by this Agreement will not be reimbursed by City.

(c) The City Manager may authorize cumulative increases for additional work up to the lesser of \$20,000 or 10% of the amount of the Agreement. Any additional work in excess of this amount shall be approved by the City Council.

Section 5. Method of Payment. City shall pay Contractor said consideration in accordance with the method and schedule of payment set forth in Exhibit B, attached hereto and incorporated herein. Unless otherwise specified in Exhibit B, Contractor shall submit to City a detailed invoice on a monthly basis for the services performed pursuant to this Agreement. Each invoice shall describe in detail the services rendered during the period, the days worked, number of hours worked, the hourly rates charged, and the services performed for each day in the period, as applicable. Within 45 days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice.

Section 6. Independent Contractor. The Parties agree, understand, and acknowledge that Contractor is not an employee of the City, but is solely an independent contractor. Contractor expressly acknowledges and agrees that City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance or other employee benefits and that any person employed by Contractor shall not be in any way an employee of the City. As such, Contractor shall have the sole legal responsibility to remit all federal and state income and social security taxes and to provide for his/her own workers' compensation and unemployment insurance and that of his/her employees or subcontractors. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees. Contractor shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Contractor shall indemnify and hold harmless City and its elected officials, officers and employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from Contractor's personnel practices. City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this Section 6.

Section 7. Assignment. This Agreement shall not be assigned, in whole or in part, by Contractor without the prior written approval of City. Any attempt by Contractor to so assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect.

Section 8. Responsible Principals.

(a) Contractor's responsible principal, Mr. David Hamilton, shall be principally responsible for Contractor's obligations under this Agreement and shall serve as principal liaison between City and Contractor. Designation of another Responsible Principal by Contractor shall not be made without prior written consent of City.

(b) City's Responsible Principal shall be the City Manager, who shall administer the terms of the Agreement on behalf of City.

Section 9. Personnel. Contractor represents that it has, or shall secure at its own expense, all personnel required to perform the Services under this Agreement. All personnel engaged in the work shall be qualified to perform such Services.

Section 10. Permits and Licenses. Contractor shall obtain and maintain during the term of this Agreement all necessary licenses, permits, and certificates required by law for the provision of the Services, including a business license.

Section 11. Interests of Contractor.

(a) Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the Services, or which would conflict in any manner with the performance of the Services. Contractor further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Contractor shall avoid the appearance of having any interest, which would conflict in any manner with the performance of the Services. Contractor shall not accept any employment or representation during the term of this Agreement which is or may likely make Contractor "financially interested" (as provided in California Government Code §§ 1090 and 87100) in any decision made by City on any matter in connection with which Contractor has been retained.

(b) Contractor further warrants and maintains that it has not employed or retained any person or entity, other than a bona fide employee working exclusively for Contractor, to solicit or obtain this Agreement. Nor has Contractor paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for Contractor, any fee, commission, gift, percentage, or any other consideration contingent upon the execution of this Agreement. Upon any breach or violation of this warranty, City shall have the right, at its sole and absolute discretion, to terminate this Agreement without further liability, or to deduct from any sums payable to Contractor hereunder the full amount or value of any such fee, commission, percentage or gift.

(c) Contractor warrants and maintains that it has no knowledge that any officer or employee of City has any interest, whether contractual, non-contractual, financial, proprietary, or otherwise, in this transaction or in the business of Contractor, and that if any such interest comes to the knowledge of Contractor at any time during the term of this Agreement, Contractor shall immediately make a complete, written disclosure of such interest to City, even if such interest would not be deemed a prohibited "conflict of interest" under applicable laws as described in this subsection.

Section 12. Insurance.

(a) Contractor shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1. A policy or policies of Comprehensive General Liability Insurance, with minimum limits of \$2,000,000 for each occurrence, combined single limit, against any personal injury, death, loss, or damage resulting from the wrongful or negligent acts by Contractor.

2. A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of \$1,000,000 per occurrence combined single limit, covering any vehicle utilized by Contractor in performing the Services required by this Agreement.

3. Workers' compensation insurance as required by the State of California.

4. A policy or policies of Professional Liability Insurance (errors and omissions) with minimum limits of \$2,000,000 per claim and in the aggregate. Any deductibles or self-insured retentions attached to such policy or policies must be declared to and be approved by City. Further, Contractor agrees to maintain in full force and effect such insurance for one year after performance of work under this Agreement is completed.

(b) Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. City, its officers, officials, employees, designated volunteers and agents serving as independent contractors in the role of City officials, are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no limitations on the scope of protection afforded to City, its officers, officials, employees, designated volunteers or agents serving as independent contractors in the role of City officials which are not also limitations applicable to the named insured.

2. For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance as respects City, its officers, officials, employees, designated volunteers and agents serving as independent contractors in the role of City officials. Any insurance or self-insurance maintained by City, its officers, officials, employees, designated volunteers or agents serving as independent contractors in the role of City officials shall be excess of Contractor's insurance and shall not contribute with it.

3. Contractor'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.

4. Each insurance policy, except for the professional liability policy, required by this clause shall expressly waive the insurer's right of subrogation against City and its elected officials, officers, employees, servants, attorneys, designated volunteers, and agents serving as independent contractors in the role of City officials.

5. Each insurance policy required by this Agreement shall be endorsed to state: should the policy be canceled before the expiration date, the issuing insurer shall mail 30 days' prior written notice to the City.

6. If insurance coverage is canceled or reduced in coverage or in limits, Contractor shall within two business days of notice from insurer, phone, fax and/or notify the City via certified mail, return receipt requested, of the changes to or cancellation of the policy.

(c) The City's Risk Manager may, in writing, amend and/or waive any or all of the insurance provisions set forth herein. In such case, the Contractor shall comply with the insurance provisions required by the City's Risk Manager.

(d) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A-;VII in the latest edition of Best's Insurance Guide, unless waved in writing by City's Risk Manager.

(e) Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Contractor's expense, the premium thereon.

(f) All insurance coverages shall be confirmed by execution of endorsements on forms approved by City. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by City before services commence. As an alternative to City forms, Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

(g) Any deductibles or self-insured retentions must be declared to and approved by City.

(h) Contractor shall require each of its sub-contractors (if any) to maintain insurance coverage that meets all of the requirements of this Agreement.

Section 13. Indemnification. Contractor shall defend, indemnify, and hold harmless the City, its officials, and every officer, employee and agent of City (collectively "City") from any claim, liability or financial loss (including, without limitation, attorneys fees and costs), injuries to property or persons (including without limitation, attorneys fees and costs) arising out of any acts or omissions of Contractor, its officials, officers, employees or agents in connection with the performance of this Agreement, except for such claim, liability or financial loss or damage arising from the sole negligence or willful misconduct of the City, as determined by final arbitration or court decision or by the agreement of the Parties. Contractor shall defend City, with counsel of City's choice, at Contractor's own cost, expense, and risk, and shall pay and satisfy any judgment, award, or decree that may be rendered against City. Contractor shall reimburse City for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by

Contractor or City. All duties of Contractor under this Section shall survive termination of this Agreement.

Section 14. Termination.

(a) City shall have the right to terminate this Agreement for any reason or for no reason upon five calendar days' written notice to Contractor. Contractor agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) City may at any time, for any reason, with or without cause, suspend this Agreement, or any portion hereof, by serving upon the Contractor written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends only a portion of this Agreement, such suspension shall not make void or invalidate the remainder of this Agreement.

(c) In the event of termination or cancellation of this Agreement by City, due to no fault or failure of performance by Contractor, Contractor shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor for the full performance of the Services required by this Agreement. Contractor shall have no other claim against City by reason of such termination, including any claim for compensation.

Section 15. City's Responsibility. City shall provide Contractor with all pertinent data, documents, and other requested information as is available for the proper performance of Contractor's Services.

Section 16. Information and Documents.

(a) Contractor covenants that all data, documents, discussion, or other information (collectively "Data") developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed or released by Contractor without prior written authorization by City. City shall grant such authorization if applicable law requires disclosure. Contractor, its officers, employees, agents, or subcontractors, shall not without written authorization from the City Manager or unless requested in writing by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary," provided Contractor gives City notice of such court order or subpoena.

(b) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any

project or property located within the City. City retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, the City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

(c) All Data required to be furnished to City in connection with this Agreement shall become the property of City, and City may use all or any portion of the Data submitted by Contractor as City deems appropriate. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the Services shall become the sole property of the City and may be used, reused or otherwise disposed of by City without Contractor's permission.

(d) Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to City, its designees and representatives at reasonable times, and shall allow City to examine and audit said books and records, to make transcripts therefrom as necessary, and to inspect all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of 3 years after receipt of final payment.

(e) Contractor's covenants under this Section shall survive the termination of this Agreement.

Section 17. Default

(a) Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate this Agreement immediately by written notice to Contractor. If such failure by Contractor to make progress in the performance of work hereunder arises out of causes beyond Contractor's control, and without fault or negligence of Contractor, it shall not be considered a default.

(b) If the City Manager or his delegate determines that the Contractor is in default in the performance of any of the terms or conditions of this Agreement, City shall serve the Contractor with written notice of the default. The Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of

this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

Section 18. Changes in the Services. City shall have the right to order, in writing, changes in the Services or the services to be performed. Any changes in the Services requested by Contractor must be made in writing and approved by both Parties.

Section 19. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses set forth below, or to such other addresses as the Parties may, from time to time, designate in writing pursuant to this section.

If to City: City of Manhattan Beach – Engineering Division
3621 Bell Avenue
Manhattan Beach, California 90266
Attn: Gilbert Gamboa, Senior Civil Engineer

With a copy to: City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, California 90266
Attn: City Manager

If to Contractor: Hamilton & Associates, Inc.
1641 Border Ave
Torrance, CA 90501
Attn: David Hamilton, President

Section 20. Attorneys' Fees. If a party commences any legal, administrative, or other action against the other party arising out of or in connection with this Agreement, the prevailing party in such action shall be entitled to have and recover from the losing party all of its attorneys' fees and other costs incurred in connection therewith, in addition to such other relief as may be sought and awarded.

Section 21. Entire Agreement. This Agreement represents the entire integrated agreement between City and Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both City and Contractor.

Section 22. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 23. Venue. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Manhattan Beach.

Section 24. City Not Obligated to Third Parties. City shall not be obligated or liable under this Agreement to any party other than Contractor.

Section 25. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 26. Corporate Authority. The persons executing this Agreement on behalf of the Parties warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by their execution, the Parties are formally bound to the provision of this Agreement.

Section 27. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

EXECUTED on the date first written above at Manhattan Beach, California.

CITY OF MANHATTAN BEACH:

HAMILTON & ASSOCIATES, INC.:

MARK DANAJ
City Manager




David T. Hamilton, President

ATTEST:

LIZA TAMURA
City Clerk

APPROVED AS TO FORM:



QUINN M. BARROW
City Attorney

EXHIBIT A

SCOPE OF SERVICES

Contractor shall provide construction management and inspection services for the City Yard Cover Project. The project consists of structural, pavement, sewer and storm drain improvements to the construction and landscaping bulk material upper level storage area of the City maintenance yard as shown on the City's Plan No. D-892, Sheets 1 through 12, and Specifications prepared thereof, which are on file with the City's Department of Public Works.

The construction inspection services are generally performed in accordance with the provisions of the latest edition of the Standard Specifications for Public Works Construction (the "Greenbook") as amended by the City Specifications for the subject project; the City Standard Drawings; and, the Public Works Inspector's Manual. The applicable building code for the subject project is the 2010 California Building Code. Following is a listing of the inspection services, which will be applied to the project:

Pre-construction Phase

1. Review plans, specifications and all other project related construction documents.
2. Conduct a field investigation of the project site.
3. Document pre-construction project site conditions.
4. Attend pre-construction meeting and provide meeting minutes.
5. Review contractor submittals for traffic control, construction schedule, materials, etc.

Construction Phase

1. Provide construction inspection over a 120-working day construction period, including full-time inspector to verify construction materials and methods are in compliance with and performed according to contract.
2. Monitor contractor's and subcontractor's compliance with the "Occupational Safety and Health Regulations" of the U.S. Department of Labor and with the State of California Department of Industrial Relations "Construction Safety Orders" (Cal-OSHA).
3. Monitor contractor's compliance with and implementation of Storm Water Pollution Prevention Program (SWPPP) and National Pollutant Discharge Elimination System (NPDES) best management practices (BMP).
4. Monitor contractor's compliance with Underground Service Alert (U.S.A.) notification and any project permit requirements.
5. Review and evaluate contractor's daily performance and address deficiencies as they occur. Emphasize requirement for updating schedules and maintaining appropriate progress of the work.
6. Coordinate progress meetings, as required, with associated parties to review, discuss and track work progress to date, schedule, requests for information, field

EXHIBIT A (continued)

directives, change orders, potential claims, progress payments, old and new business items.

7. Prepare and keep detailed construction inspection daily progress reports, and maintain a comprehensive working file (construction documentation) during construction. Include further detail in circumstances involving potential changes and/or claims.
8. Review and respond to Requests for Information (RFI) on a timely basis.
9. Assist in the evaluation of Extra Work Reports and preparation of proposed Change Orders on a timely basis.
10. Provide testing and specialty inspection as required by the plans and specifications.
11. Monitor testing results and manage corrective measures to achieve compliance.
12. Assist with the coordination of survey work and specialty observation by the City and/or others.
13. Monitor conformance with design survey alignments and grades.
14. Check and record daily measurements of agreed upon quantities of work (pay items).
15. Review and verify calculations, material tickets and operations for monthly progress payment.
16. Assist in the distribution of construction notices and daily communication with adjacent residents, as necessary.
17. Maintain a clean set of as-built plans updated with corrections clearly marked in red.

Post-Construction Phase

1. Assist City staff with completion of construction close-out documentation.
2. Prepare and keep a master punch list at the time of substantial completion and track the completion progress.
3. Schedule final inspection(s) with the City and/or applicable agencies or others in order to recommend final acceptance of the project.
4. Review and verify calculations, material tickets and operations for Final Progress Payment Report (note: final payment will necessitate formal approval by the City Council).
5. Deliverables shall include, but not limited to:
 - a. Provide a project file workbook(s) including: pre-construction meeting; submittals; permits; schedule; working day statements; notices; progress meetings; daily reports; quantity sheets; progress payment reports; field directives/memos; survey sheets; testing reports; material tickets; etc.
 - b. Pre-construction, construction and post-construction photos and/or videos.
 - c. As-built marked plan set.

EXHIBIT B

CONSIDERATION AND METHOD OF PAYMENT

Hamilton & Associates' proposed fee and fee schedule are provided herein.

The cost of Services depends mainly on the number required trips to the site, site time, and the time span needed to complete the project. Time requirements are variable and depend largely on the contractor's methodology, pace and performance. The basis for the cost assumptions are outlined in the detailed breakdown for each task and can be adjusted to meet the needs of the City and the project. This cost estimate is based on our experience on similar projects; however, we will provide only those services approved by the City.

Hamilton & Associates' goal is to provide cost effective, professional and skilled representation and aptly meet the needs of the City for this project.

In accordance with the RFP, the following Cost Breakdown includes a Do-Not-Exceed-Contract Amount of \$113,351.

Summary of Costs

Task	Hourly Rate	Principal Engineer / Technical Review	Construction Inspector	Soils & Asphalt Technician	Special Inspector (Welding & Bolting)	Special Inspector (Reinforced Concrete)	Technical Typist/ Project Administrator	Total Labor	Total ODC's	Total Lab/Testing	Total Costs
Task 1	Preconstruction Phase	\$ 700	\$ 3,136	\$ -	\$ -	\$ -	\$ 450	\$ 4,286	\$ -	\$ -	\$ 4,286
Task 2	Construction Phase	\$ 2,800	\$ 94,080	\$ 1,900	\$ 1,900	\$ -	\$ -	\$ 100,680	\$ -	\$ 1,865	\$ 102,545
Task 3	Post-Construction Phase	\$ 1,400	\$ 3,920	\$ -	\$ -	\$ -	\$ 1,200	\$ 6,520	\$ -	\$ -	\$ 6,520
Total		\$ 4,900	\$ 101,136	\$ 1,900	\$ 1,900	\$ -	\$ 1,650	\$ 111,486	\$ -	\$ 1,865	\$ 113,351
Do-Not-Exceed Contract Amount											\$ 113,351

EXHIBIT B (continued)

EXHIBIT B (continued)

Task 1 Preconstruction Phase					
#	Description	Quantity	Unit	Unit Price	Total Price
1	Construction Document Review Construction Inspector	8	hr	\$98.00	\$784.00
2	Field Investigation of Project Site Construction Inspector	4	hr	\$98.00	\$392.00
3	Documentation of Site Conditions Construction Inspector	4	hr	\$98.00	\$392.00
	Pre-construction Meeting				
4	Principal/ Technical Review	4	hr	\$175.00	\$700.00
4	Construction Inspector	4	hr	\$98.00	\$392.00
4	Technical Typist/ Project Administrator	6	hr	\$75.00	\$450.00
	Review Contractor Submittals				
5	Construction Inspector	12	hr	\$98.00	\$1,176.00
Notes					
1	Based on one (1) day to review plans, specifications and all other project related construction documents.				
2	Based one (1) part-time site visit to conduct a field investigation of the project site.				
3	Based on four (4) hours to document pre-construction site conditions.				
4	Based on a 4-hour pre-construction meeting with Principal Engineer, Construction Inspector and Technical Typist in attendance. Technical typist will provide meeting minutes.				
5	Based on three (3) part-time days to review contractor submittals for traffic control, construction schedule, materials, etc. Additionally it is assumed there will be submittals submitted in the 120-day construction with no additional charge to the City.				
Task 1 Preconstruction Phase				Subtotal	\$4,286.00

EXHIBIT B (continued)

Task 2 Construction Phase					
#	Description	Quantity	Unit	Unit Price	Total Price
1	Construction Inspection (120-working days)				
	Construction Inspector	960	hr	\$98.00	\$94,080.00
	Principal Engineer / Technical Review	16	hr	\$175.00	\$2,800.00
2	Soils & Asphalt Observation and Testing				
	Soils & Asphalt Technician	20	hr	\$95.00	\$1,900.00
3	Geotechnical Laboratory Testing				
	Maximum Density (Proctor)	2	test	\$170.00	\$340.00
4	Maximum Density (Marshall)	1	test	\$310.00	\$310.00
5	Special Inspection				
	Special Inspector (Reinforced Concrete)	0	hr	\$95.00	
6	Special Inspector (Welding & Bolting)	20	hr	\$95.00	\$1,900.00
7	ODC's				
	Vehicle Mileage	No Charge			
7	Field Vehicle	No Charge			
7	Non-Destructive Testing (UT testing of welds)	0	hr	\$125.00	
8	Laboratory Materials Testing				
	Concrete Compression Testing	51	ea	\$15.00	\$765.00
9	Grout/Mortar Compression Testing	1	set	\$50.00	\$50.00
10	Reinforcing Steel, Tensile and Bend Tests	4	test	\$100.00	\$400.00
Notes					
1	Based on 120-working day construction period and 16-hours for Principal Engineer, as needed.				
2	Based Construction Inspector observing grading and drilling operations and 5 part-time site visits by Soil Technician to perform compaction testing.				
3	Based on one (1) maximum density test for site soil and one (1) maximum density test for base.				
4	Base on one (1) maximum density (Marshall) for one day of asphalt paving.				
5	ICC certified Construction Inspector to performing this task at no additional cost to City.				
6	Based on the Certified Public Infrastructure Inspector (Construction Inspector) working with the ICC certified welding & bolting inspector for this task.				
7	Based on no full penetration welds therefore UT testing of welds will not be required.				
8	Based on 11 concrete pours and the number of concrete specimens for each pour to be per the Project Specifications. Includes one additional hold per set.				
9	Based on one (1) set of grout cubes.				
10	Based on one (1) set of each size reinforcing bars. Assumed four (4) different size bars.				
Construction Phase				Subtotal	\$102,545.00

EXHIBIT B (continued)

Task 3 Post-Construction Phase					
#	Description	Quantity	Unit	Unit Price	Total Price
1	Project Close-Out & Deliverables Construction Inspector	40	hr	\$98.00	\$3,920.00
2	Principal Engineer / Technical Review	8	hr	\$175.00	\$1,400.00
3	Technical Typist/ Project Administrator	16	hr	\$75.00	\$1,200.00
Notes					
1	Based on two (2) part-time weeks for Construction Inspector to perform the duties outlined in Section 3 of the Scope of Services.				
2	Based on eight (8) for engineering review and approvals.				
3	Based on 16-hours for preparation of construction material testing data sheets for engineers review and signature.				
Task 3 Post-Construction Phase				Subtotal	\$6,520.00