



CITY OF  
**PALO  
ALTO**

**CITY OF PALO ALTO  
CITY COUNCIL  
Special Meeting**

**Monday, December 09, 2024  
Council Chambers & Hybrid  
5:30 PM**

<b>Agenda Item</b>
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11. Approval of 1) Amendment No. 7 to Contract No. C16163034A with Cumming Management Group, Inc. in the amount of \$827,418 for Additional Construction Management Services; 2) Increase of Construction Contingency for Contract No. C21178123B with Swinerton Builders in the Amount Not-to-Exceed \$3,000,000 for the New Public Safety Building Capital Improvement Program Project (PE- 15001); and 3) Budget Amendment in the Capital Improvement Fund; CEQA - Environmental Impact Report for the New Public Safety Building (Resolution No. 9772) *Consent Questions*



CITY OF  
**PALO  
ALTO**

## City Council Staff Report

**From: City Manager**

**Report Type: CONSENT CALENDAR**

**Lead Department: Public Works**

**Meeting Date: December 9, 2024**

Report #:2410-3658

### **TITLE**

Approval of 1) Amendment No. 7 to Contract No. C16163034A with Cumming Management Group, Inc. in the amount of \$827,418 for Additional Construction Management Services; 2) Increase of Construction Contingency for Contract No. C21178123B with Swinerton Builders in the Amount Not-to-Exceed \$3,000,000 for the New Public Safety Building Capital Improvement Program Project (PE- 15001); and 3) Budget Amendment in the Capital Improvement Fund; CEQA - Environmental Impact Report for the New Public Safety Building (Resolution No. 9772)

### **RECOMMENDATION**

Staff recommends that Council:

1. Approve and authorize the City Manager or their designee to execute Amendment No. 7 to Contract No. C16163034A with Cumming Management Group, Inc. to add \$827,418, increasing the not to exceed amount to \$10,475,243 for Construction Management Services for the New Public Safety Building project (PE-15001);
2. Approve an increase of construction contingency for Contract No. C21178123B with Swinerton Builders in an amount not-to-exceed \$3,000,000, for a total contract contingency amount not to exceed \$13,392,800; and
3. Amend the Fiscal Year 2025 Budget Appropriation for the Capital Improvement Fund by (requires a 2/3 vote):
  - a. Decreasing the Capital Fund Infrastructure Reserve by \$3,800,000; and
  - b. Increasing the New Public Safety Building project (PE-15001) appropriation by \$3,800,000.

### **BACKGROUND**

The New Public Safety Building (PSB) (PE-15001) is one of ten key projects included in the 2014 Council Infrastructure Plan. The PSB was identified as the plan's highest priority project, and its environmental impacts were analyzed with the 350 Sherman Avenue parking garage project for the purposes of complying with the California Environmental Quality Act (CEQA). The parking garage opened in December 2020. On February 1, 2021, Council approved the award of the

construction contract for the PSB to Swinerton Builders (Swinerton) and authorized execution and delivery of one series of Certificates of Participation (COPs) in an amount not to exceed \$120 million to finance PSB construction; ultimately, only \$101 million in debt was issued.<sup>1</sup>

On June 13, 2016, Council authorized a contract with Nova Partners, Inc. (Nova) for program management and construction management services for the Infrastructure Plan projects implementation.<sup>2</sup> On November 27, 2017, Amendment No. 1 to Nova's contract added construction management services for the Fire Station #3 replacement project.<sup>3</sup> On February 21, 2018, Amendment No. 2 to Nova's contract updated the hourly rate schedules for years 2018 and 2019. On December 10, 2018, Amendment No. 3 to Nova's contract added construction management, special inspection and testing for the California Avenue Parking Garage.<sup>4</sup> On February 1, 2021, Amendment No. 4 to Nova's contract added the construction management, special inspection and testing for the PSB.<sup>5</sup> On July 31, 2023, Amendment No. 5 to Nova's contract extended the time of the contract through January 2024. On February 26, 2024, Amendment No. 6 to Nova's contract extended the time of the contract through July 31, 2025 and added additional construction management, special inspection, and testing for the PSB.<sup>6</sup>

In July 2024, Nova merged with Cumming Management Group, Inc. ("CMGI") and CMGI assumed all duties and obligations of Nova.

In addition to the initial construction contingency of \$8,395,300 for the Swinerton contract, Council approved an additional \$1 million on June 17, 2024<sup>7</sup> and \$1 million on October 21, 2024<sup>8</sup>, for a total of \$2 million in additional construction contingency for Swinerton.

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<sup>1</sup> City Council, February 1, 2021; Agenda Item #3, SR #11752

<https://portal.laserfiche.com/Portal/DocView.aspx?id=97913&repo=r-704298fc>

<sup>2</sup> City Council, June 13, 2016; Agenda Item #5, SR #6809

<https://portal.laserfiche.com/Portal/DocView.aspx?id=51191&repo=r-704298fc>

<sup>3</sup> City Council, November 27, 2017; Agenda Item #7, SR #8561

<https://portal.laserfiche.com/Portal/DocView.aspx?id=50867&repo=r-704298fc>

<sup>4</sup> City Council, December 10, 2018; Agenda Item #15, SR #9688

<https://portal.laserfiche.com/Portal/DocView.aspx?id=99464&repo=r-704298fc>

<sup>5</sup> City Council, February 1, 2021; Agenda Item #3, SR #11752

<https://portal.laserfiche.com/Portal/DocView.aspx?id=97913&repo=r-704298fc>

<sup>6</sup> City Council, February 26, 2024; Agenda Item #6, SR #2310-2130

<https://portal.laserfiche.com/Portal/DocView.aspx?id=70485&repo=r-704298fc>

<sup>7</sup> City Council, June 17, 2024; Agenda Item #17, SR #2404-2929

<https://portal.laserfiche.com/Portal/DocView.aspx?id=73965&repo=r-704298fc>

<sup>8</sup> City Council, October 21, 2024; Agenda Item #10, SR #2410-3550

<https://portal.laserfiche.com/Portal/DocView.aspx?id=103789&repo=r-704298fc>

## **ANALYSIS**

The PSB is one of the most complex projects that the City has constructed to date. Given its complexity, since the PSB construction contract was awarded in early 2021, there have been change orders addressing issues of unforeseen site conditions, owner requested changes, design clarifications, and required changes due to the authorities having jurisdiction, which are agencies that are responsible for enforcing codes and regulations. In addition, since change order costs are based on current construction costs rather than bid amounts, the significant escalation of construction costs since award of the construction contract has impacted the project and the use of contingency.

Due to the length of time it has taken to construct the PSB, additional funding is needed for the construction manager, CMGI. Staff recommends approval of Amendment No. 7 (Attachment A) to the contract with CMGI, which provides additional funding for continued construction management services including project close-out through April 2025. Specifically, it includes funding for four scopes of work including construction management services (performed by CMGI), specialty scheduling services (performed by Rowecon, LLC.), special testing & inspection services (performed by Consolidated Engineering Laboratories), and Photo-Documentation (performed by Multi-Vista). This contract amendment includes \$752,198 for base services and \$75,220 for additional services.

Since June 2024, Council has approved \$2 million in additional contingency for the PSB construction contract beyond the initial \$8,395,300 contingency. As of November 2024, that contingency has been nearly fully used on multiple change orders including smoke control for the detention area, sally port coiling doors, and a number of other items needed to address code compliance and American with Disabilities Act (ADA) matters that are required to receive a Temporary (initial) Certificate of Occupancy (TCO). Staff expects to receive a TCO in December and an additional \$3,000,000 is recommended to provide enough contingency authorization to continue to evaluate and process valid change orders for work already completed and work required for TCO as the project nears completion.

## **FISCAL/RESOURCE IMPACT**

Staff recommends increasing the Fiscal Year 2025 budget appropriation for the New Public Safety Building project (PE-15001) by \$3,800,000 using the Capital Fund Infrastructure Reserve to award the attached contract amendment and to provide additional contingency to the construction contract. Staff presented the FY 2024 Annual Comprehensive Financial Report (ACFR) and Year-End budget adjustments in various funds<sup>9</sup>. In the ACFR, staff recommended that the amount above the 18.5% target for the General Fund Budget Stabilization Reserve (BSR) be allocated to the Capital Fund Infrastructure Reserve (\$3.0 million) and the Budget

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<sup>9</sup> December 3, 2024 Finance Committee, Item #1B:

<https://cityofpaloalto.primegov.com/Portal/Meeting?meetingTemplateld=14543>

Uncertainty Reserve (\$5.9 million). Consistent with current practice, the budget actions to allocate BSR funds above the 18.5% target level will be included in the FY 2025 Mid-Year Revenue (February 2025). General fund savings of \$3 million will be transferred to the Capital Improvement Fund during Fiscal Year 2025 midyear covering the majority of this recommended budget amendment to PSB. If the budget amendment is approved, the revised PSB project budget (without salaries and benefits) will be \$119,432,064.

#### **STAKEHOLDER ENGAGEMENT**

Public Works has coordinated with key staff from departments whose operations will be dependent upon the PSB.

#### **ENVIRONMENTAL REVIEW**

An Environmental Impact Report for the PSB and the New California Avenue Area Parking Garage was prepared and certified by Council on June 11, 2018 (ID #8967), by adoption of Resolution No. 9772.<sup>10</sup>

#### **ATTACHMENTS**

Attachment A: Cumming Management Group, Inc. Contract No. C16163034A Amendment No. 7

#### **APPROVED BY:**

Brad Eggleston, Director Public Works/City Engineer

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<sup>10</sup> Resolution 9772, <https://portal.laserfiche.com/Portal/DocView.aspx?id=18240&repo=r-704298fc>

**AMENDMENT NO. 7 TO CONTRACT NO. C16163034A  
BETWEEN THE CITY OF PALO ALTO AND  
CUMMING MANAGEMENT GROUP, INC.**

This Amendment No. 7 (this “Amendment”) to Contract No. C16163034A (the “Contract” as defined below) is entered into as of December 2, 2024, by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and CUMMING MANAGEMENT GROUP, , INC., a California corporation, located at 25220 Hancock Avenue, Suite 440, Marietta, CA 92562 (“CONSULTANT”). CITY and CONSULTANT are referred to collectively as the “Parties” in this Amendment.

**RECITALS**

A. The Contract (as defined below) was entered into by and between the Parties hereto for the provision of providing Project and Program Management Services to complete the infrastructure plan for nine major projects approved by City Council in 2014 (“Project”), as detailed therein.

B. The CITY and NOVA Partners, Inc. entered into the Contract (defined below). Pursuant to the Consent to Novation (detailed below) executed between NOVA Partners, Inc., Cumming Management Group, Inc., and CITY, wherein Cumming Management Group, Inc. was transferred the obligations of the CONSULTANT under the Contract and Cumming Management Group, Inc. thereby became the CONSULTANT under the Contract.

C. The Parties entered into Amendment No. 1 to add Construction Management (CM) services for the Fire Station 3 Replacement Project to the scope of services and to increase the compensation by Three Hundred Fifty-Nine Thousand Two Hundred Sixty-Four Dollars (\$359,264) from Four Million Two Hundred Thousand Four Hundred Seventy-One Dollars (\$4,200,471) to Four Million Five Hundred Fifty-Nine Thousand Seven Hundred Thirty-Five Dollars (\$4,559,735), as detailed therein.

D. The Parties entered into Amendment No. 2 to include the Hourly Rate Schedule for years 2018 and 2019, as detailed therein.

E. The Parties entered into Amendment No. 3 to add Construction Management (CM) services for the New California Avenue Area Parking Garage Project to the scope of services and to increase the compensation by One Million Two Hundred Forty-Nine Thousand One Hundred Ninety-Three Dollars (\$1,249,193), from Four Million Five Hundred Fifty-Nine Thousand Seven Hundred Thirty-Five Dollars (\$4,559,735) to a new not-to-exceed amount of Five Million Eight Hundred Eight Thousand Nine Hundred Twenty-Eight Dollars (\$5,808,928), as detailed therein.

F. The Parties entered into Amendment No. 4 to add Construction Management (CM) services for the New Public Safety Building Project to the scope of services and to increase the compensation by Three Million Seventy-One Thousand Nine Hundred Seventy-Eight Dollars (\$3,071,978), from Five Million Eight Hundred Eight Thousand Nine Hundred Twenty-Eight Dollars (\$5,808,928) to a new total not-to-exceed amount of Eight Million Eight Hundred Eighty Thousand Nine Hundred Six Dollars (\$8,880,906), as detailed therein.

G. In accordance with Palo Alto Municipal Code section 2.30.290, the Parties entered into Amendment No. 5 to extend the contract term for six months, through January 31, 2024 at no additional cost to the City, as detailed therein.

H. The Parties entered into Amendment No. 6 to extend the contract term for eighteen months through July 31, 2025 and increase compensation by Seven Hundred Sixty-Six Thousand Nine Hundred Nineteen Dollars (\$766,919) from Eight Million Eight Hundred Eighty Thousand Nine Hundred Six Dollars (\$8,880,906) to a new not-to-exceed amount of Nine Million Six Hundred Forty-Seven Thousand Eight Hundred Twenty-Five Dollars (\$9,647,825) in order to provide continued services to manage the Public Safety Building, as detailed therein.

I. The Parties now wish to amend the Contract to increase compensation by Eight Hundred Twenty-Seven Thousand Four Hundred Eighteen Dollars (\$827,418) from Nine Million Six Hundred Forty-Seven Thousand Eight Hundred Twenty-Five Dollars (9,647,825) to a new not-to-exceed amount of Ten Million Four Hundred Seventy-Five Thousand Two Hundred Forty-Three Dollars (\$10,475,243) in order to provide continued services to manage the Public Safety Building, as detailed herein.

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and provisions of this Amendment, the Parties agree:

**SECTION 1. Definitions.** The following definitions shall apply to this Amendment:

a. **Contract.** The term "Contract" shall mean Contract No. C16163034A between CONSULTANT and CITY, dated June 13, 2016, as assigned to Cumming Management Group, Inc. pursuant to the Consent to Novation to Contract No. C1616034A between NOVA Partners, Inc., Cumming Management Group, Inc., and CITY, wherein Cumming Management Group, Inc. was transferred the obligations of the CONSULTANT under the Contract and Cumming Management Group, Inc thereby became the CONSULTANT under the Contract, as amended by:

Amendment No.1, dated November 27, 2017  
Amendment No.2, dated February 21, 2018  
Amendment No.3, dated December 10, 2018  
Amendment No.4, dated February 1, 2021  
Amendment No.5, dated July 31, 2023  
Amendment No. 6, dated February 26, 2024

a. **Other Terms.** Capitalized terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Contract.

**SECTION 2.** Section 4, "NOT TO EXCEED COMPENSATION," of the Contract is hereby amended to read as follows:

"The compensation to be paid to CONSULTANT for performance of the Services shall be based on the compensation structure detailed in Exhibit "C," entitled "COMPENSATION," including any reimbursable expenses specified therein, and the maximum total compensation shall not exceed **Nine Million Five Hundred Twenty-Two Thousand Nine Hundred Forty-Eight Dollars (\$9,522,948)**. The hourly schedule of rates, if applicable, is set out in Exhibit "C-1," entitled "SCHEDULE OF RATES," Exhibit "C-2," entitled "SCHEDULE OF RATES, AMENDMENT NO.3," or Exhibit "C-3," entitled "SCHEDULE OF RATES, AMENDMENT NO.4," as applicable. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum compensation set forth in this Section 4 shall be at no cost to the CITY.

Optional Additional Services Provision (This provision applies only if checked and a not-to-exceed compensation amount for Additional Services is allocated below under this Section 4.)

In addition to the not-to-exceed compensation specified above, CITY has set aside the not-to-exceed compensation amount of **Nine Hundred Fifty-Two Thousand Two Hundred Ninety-Five Dollars (\$952,295)** for the performance of Additional Services (as defined below). The total compensation for performance of the Services, Additional Services and any reimbursable expenses specified in Exhibit "C," shall not exceed **Ten Million Four Hundred Seventy-Five Thousand Two Hundred Forty-Three Dollars (\$10,475,243)**, as detailed in Exhibit "C."

"Additional Services" means any work that is determined by CITY to be necessary for the proper completion of the Project, but which is not included within the Scope of Services described at Exhibit "A," entitled "SCOPE OF SERVICES"; Exhibit "A-1", entitled "SCOPE OF SERVICES, AMENDMENT NO. 1"; Exhibit "A-2", entitled "SCOPE OF SERVICES, AMENDMENT NO. 3, ADDED"; and Exhibit "A-3", entitled "SCOPE OF SERVICES, AMENDMENT NO. 4, ADDED" (collectively, also referred to in this Agreement as the "Basic Services"). CITY may elect to, but is not required to, authorize Additional Services up to the maximum amount of compensation set forth for Additional Services in this Section 4. CONSULTANT shall provide Additional Services only by advanced, written authorization from CITY as detailed in this Section. Additional Services, if any, shall be authorized by CITY with a Task Order assigned and authorized by CITY's Project Manager, as identified in Section 13 (Project Management). Each Task Order shall be in substantially the same form as Exhibit "A-1," entitled "PROFESSIONAL SERVICES TASK ORDER". Each Task Order shall contain a specific scope of services, schedule of performance and maximum compensation amount, in accordance with the provisions of this Agreement. Compensation for Additional Services shall be specified by CITY in the Task Order, based on whichever is lowest: the compensation structure set forth in Exhibit "C," the hourly rates set forth in Exhibit "C-1," entitled "SCHEDULE OF RATES", Exhibit "C-2," entitled "SCHEDULE OF RATES, AMENDMENT NO.3," or Exhibit "C-3," entitled "SCHEDULE OF RATES, AMENDMENT NO.4," as applicable, or a negotiated lump sum provided such a sum is less costly to the CITY.

To accept a Task Order, CONSULTANT shall sign the Task Order and return it to CITY's Project Manager within the time specified by the Project Manager, and upon authorization by CITY (defined as counter-signature by the CITY Project Manager), the fully executed Task Order shall become part of this Agreement. The cumulative total compensation to CONSULTANT for all Task Orders authorized under this Agreement shall not exceed the amount of compensation set forth for Additional Services in this Section 4. CONSULTANT shall only be compensated for Additional Services performed under an authorized Task Order and only up to the maximum amount of compensation set forth for Additional Services in this Section 4. Performance of and payment for any Additional Services are subject to all requirements and restrictions in this Agreement."

SECTION 3. The following exhibit(s) to the Contract is/are hereby amended or added, as indicated below, to read as set forth in the attachment(s) to this Amendment, which is/are hereby incorporated in full into this Amendment and into the Contract by this reference:

- a. Exhibit "B" entitled "EXHIBIT B-3 SCHEDULE OF PERFORMANCE, AMENDMENT NO. 7", AMENDED, REPLACES PREVIOUS.
- b. Exhibit "C" entitled "EXHIBIT C COMPENSATION, AMENDMENT NO. 7", AMENDED, REPLACES PREVIOUS.

**SECTION 4. Legal Effect.** Except as modified by this Amendment, all other provisions of the Contract, including any exhibits thereto, shall remain in full force and effect.

**SECTION 5. Incorporation of Recitals.** The recitals set forth above are terms of this Amendment and are fully incorporated herein by this reference.

*(SIGNATURE BLOCK FOLLOWS ON THE NEXT PAGE.)*

**SIGNATURES OF THE PARTIES**

IN WITNESS WHEREOF, the Parties have by their duly authorized representatives executed this Amendment effective as of the date first above written.

**CITY OF PALO ALTO**

**CUMMING MANAGEMENT GROUP, INC.**

\_\_\_\_\_  
City Manager

**Officer 1**

Signed by:  
By: Robert Olson, Senior Vice President  
413F7EE2B931435

Name: Robert Olson, Senior Vice President

Title: Senior Vice President

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney or Designee

**Officer 2**

Signed by:  
By: A. Al Jajeh, CFO  
A65E46ACBE4B432

Name: A. Al Jajeh, CFO

Title: CFO

**Attachments:**

Exhibit "B" entitled "EXHIBIT B-3 SCHEDULE OF PERFORMANCE, AMENDMENT No. 7", (AMENDED, REPLACES PREVIOUS)

Exhibit "C" entitled "EXHIBIT C COMPENSATION, AMENDMENT NO. 7" (AMENDED, REPLACES PREVIOUS)

**EXHIBIT "B-3"**  
**SCHEDULE OF PERFORMANCE, AMENDMENT NO. 7**  
**(AMENDED-REPLACES PREVIOUS)**

CONSULTANT shall commence performance of Task 5.3 (Construction Management Services for the New Public Safety Building) of Exhibit "A-3", upon issuance of Notice to Proceed through the duration of the project unless earlier terminated by CITY in its sole discretion. For information purposes, Task 5.3 is expected to be performed from January 1, 2021 through December 31, 2025 and consist of a total duration of 60 months from commencement of construction; however, that timeframe may be modified by CITY as project needs require.

**EXHIBIT "C"**  
**COMPENSATION, AMENDMENT NO. 7**  
**(AMENDED, REPLACES PREVIOUS)**

The CITY agrees to compensate the CONSULTANT for Services performed in accordance with the terms and conditions of this Agreement, and as set forth in the budget schedule below. Compensation shall be calculated based on the schedule of rates attached as Exhibit "C-1", Exhibit "C-2", and/or Exhibit "C-3," as applicable, up to the not to exceed budget amount for each task set forth below.

CONSULTANT shall perform the tasks and categories of work as outlined and budgeted below. The CITY's Project Manager may approve in writing the transfer of budget amounts between any of the tasks or categories listed below provided the total compensation for Basic Services, including specified reimbursable expenses, and the total compensation for Additional Services, do not exceed the amounts set forth in Section 4 of this Agreement.

**REIMBURSABLE EXPENSES**

The administrative, overhead, secretarial time or secretarial overtime, word processing, photocopying, in-house printing, insurance and other ordinary business expenses are included within the scope of payment for services and are not reimbursable expenses. CITY shall reimburse CONSULTANT for the following reimbursable expenses at cost up to the not-to-exceed amount of: \$36,000. Expenses for which CONSULTANT shall be reimbursed are:

- A. Travel outside the San Francisco Bay area, including transportation and meals, will be reimbursed at actual cost subject to the City of Palo Alto's policy for reimbursement of travel and meal expenses for City of Palo Alto employees.
- B. Long distance telephone service charges, cellular phone service charges, facsimile transmission and postage charges are reimbursable at actual cost.

All requests for payment of expenses shall be accompanied by appropriate backup information. Any expense anticipated to be more than \$1,000 shall be approved in advance by the CITY's project manager.

(CONTINUED ON THE NEXT PAGE)

**BUDGET SCHEDULE: NOT-TO-EXCEED COMPENSATION**

BASIC SERVICES	Year 1	Year 2	Year 3	Amend 4	Amend 6	Amend 7	Total
Task 1.1: Project Management, Planning, and Coordination (Projects 1-9)	\$140,898	\$140,898	\$140,898	\$0	\$0	\$0	\$422,694
Task 1.2: Project Management System (Projects 1-9)	\$175,000	\$100,000	\$100,000	\$0	\$0	\$0	\$375,000
Task 2: Acquisition and management of project consultants (Projects 1-3)	\$144,975	\$144,975	\$144,975	\$0	\$0	\$0	\$434,925
Task 3: Design/Document reviews (Projects 1-3)	\$206,762	\$206,762	\$206,762	\$0	\$0	\$0	\$620,286
Task 4: Pre-Construction services (Projects 1-3)	\$283,650	\$283,650	\$283,650	\$0	\$0	\$0	\$850,950
Task 5.1: Construction Management services for Fire Station 3 Replacement	\$0	\$326,604	\$0	\$0	\$0	\$0	\$326,604
Task 5.2: Construction Management services for New California Avenue Area Parking Garage	\$0	\$0	\$1,135,630	\$0	\$0	\$0	\$1,135,630
Task 5.3: Construction Management services for New Public Safety Building	\$0	\$0	\$0	\$2,792,707	\$697,199	\$752,198	\$4,242,104
Task 6: Budget and schedule management (Projects 1-9)	\$63,985	\$63,985	\$63,985	\$0	\$0	\$0	\$191,955
Task 7.1: On-call services for Transportation Projects	\$333,400	\$253,400	\$0	\$0	\$0	\$0	\$586,800
Task 7.2: On-call services (allowance)	\$100,000	\$100,000	\$100,000	\$0	\$0	\$0	\$300,000
<b>TOTAL BASIC SERVICES</b>	<b>\$1,448,670</b>	<b>\$1,620,274</b>	<b>\$2,175,900</b>	<b>\$2,792,707</b>	<b>\$697,199</b>	<b>\$752,198</b>	<b>\$9,486,948</b>

REIMBURSABLE EXPENSES	\$12,000	\$12,000	\$12,000	\$0	\$0	\$0	\$36,000
<b>TOTAL BASIC SERVICES AND REIMBURSABLES</b>	<b>\$1,460,670</b>	<b>\$1,632,274</b>	<b>\$2,187,900</b>	<b>\$2,792,707</b>	<b>\$697,199</b>	<b>\$752,198</b>	<b>\$9,522,948</b>
ADDITIONAL SERVICES 10% OF ABOVE	\$146,067	\$163,227	\$218,790	\$279,271	\$69,720	\$75,220	\$952,295

<b>TOTAL NOT-TO-EXCEED AMOUNT</b>	<b>\$1,606,737</b>	<b>\$1,795,501</b>	<b>\$2,406,690</b>	<b>\$3,071,978</b>	<b>\$766,919</b>	<b>\$827,418</b>	<b>\$10,475,243</b>
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