

**AGREEMENT FOR CONSULTANT SERVICES BETWEEN CITY OF TEMECULA AND
FALCON ENGINEERING SERVICES, INC.**

PW16-01 I-15/FRENCH VALLEY PARKWAY IMPROVEMENTS – PHASE II

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ARTICLE I INTRODUCTION

- A. This AGREEMENT is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, CITY:

The name of the "CONSULTANT" is as follows:

FALCON Engineering Services, Inc.

a California "S" Corporation

Incorporated in the State of California

The Project Manager for the CONSULTANT will be Ashraf Mohamed, PE

The name of the "CITY" is as follows:

City of Temecula

a municipal corporation

The Contract Administrator for CITY will be Avlin R. Odviar, PE, Principal Civil Engineer

- B. The work to be performed under this AGREEMENT is described in Article III Statement of Work and the approved CONSULTANT's Cost Proposal dated 03/16/2023. The approved CONSULTANT's Cost Proposal is attached hereto as Attachment No. 01 – Cost Proposal and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.
- C. CONSULTANT agrees to the fullest extent permitted by law, to indemnify, protect, defend, and hold harmless CITY, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this AGREEMENT on the part of CONSULTANT, except such loss or damage which was caused by the sole negligence, or willful misconduct of CITY, as determined by a Court of competent jurisdiction. The provisions of this section shall survive termination or suspension of this AGREEMENT.
- D. CONSULTANT in the performance of this AGREEMENT, shall act in an independent capacity. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of City.
- E. CITY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the AGREEMENT, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the CITY as to the designation of tasks to be performed and the results to be accomplished.
- F. Any third party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds CITY harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.

- G. Except as expressly authorized herein, CONSULTANT's obligations under this AGREEMENT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the CITY. However, claims for money due or which become due to CONSULTANT from City under this AGREEMENT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the CITY.
- H. CONSULTANT shall be as fully responsible to the CITY for the negligent acts and omissions of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.
- I. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- J. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II CONSULTANT'S REPORTS OR MEETINGS

- A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the CITY's Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

ARTICLE III STATEMENT OF WORK

- A. CONSULTANT Services
Construction Management, Resident Engineer, Structures Representative, Inspection, Survey, Materials Sampling & Inspection, Source Inspection, Environmental Compliance, and Community Outreach from pre-construction to project closeout, as detailed in Attachment No. 02 – Scope of Services attached hereto and incorporated by reference.

ARTICLE IV PERFORMANCE PERIOD

- A. This AGREEMENT shall go into effect on April 11, 2023, contingent upon approval by CITY, and CONSULTANT shall commence work after notification to proceed by CITY'S Contract Administrator. The AGREEMENT shall end on June 30, 2025, unless extended by AGREEMENT amendment.
- B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on CITY until the AGREEMENT is fully executed and approved by CITY.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

- A. The method of payment for this AGREEMENT will be based on actual cost plus a fixed fee. CITY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds CITY's approved overhead rate set forth in the Cost Proposal. In the event, that CITY determines that a change to the work from that specified in the Cost Proposal and AGREEMENT is required, the AGREEMENT time or actual costs reimbursable by CITY shall be

adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I" of this Article shall not be exceeded, unless authorized by AGREEMENT amendment.

- B. The indirect cost rate established for this AGREEMENT is extended through the duration of this specific AGREEMENT. CONSULTANT's agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or AGREEMENT award.
- C. In addition to the allowable incurred costs, CITY will pay CONSULTANT a fixed fee of **Four Hundred Fifty Thousand Six Hundred Eighty-Nine Dollars and Sixty-Three Cents (\$450,689.63)**. The fixed fee is nonadjustable for the term of the AGREEMENT, except in the event of a significant change in the scope of work and such adjustment is made by AGREEMENT amendment.
- D. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- E. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- F. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, CITY shall have the right to delay payment or terminate this AGREEMENT.
- G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.
- H. CONSULTANT will be reimbursed promptly according to California Regulations upon receipt by CITY's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due CITY including any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be mailed to CITY's Contract Administrator at the following address:

*AVLIN R. ODVIAR, PE, PRINCIPAL CIVIL ENGINEER
CITY OF TEMECULA
41000 Main Street
Temecula, CA 92590*
- I. The total amount payable by CITY including the fixed fee shall not exceed **Eight Million Eight Hundred Eighty Thousand Two Hundred Seventy-Five Dollars and Seventy Cents (\$8,880,275.70)**.
- J. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

ARTICLE VI TERMINATION

- A. This AGREEMENT may be terminated by CITY, provided that CITY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, CITY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.
- B. CITY may temporarily suspend this AGREEMENT, at no additional cost to CITY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If CITY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.
- C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to CITY for damages sustained by City by virtue of any breach of this AGREEMENT by CONSULTANT, and City may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due City from CONSULTANT is determined.
- D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT. Upon termination, CITY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. The CONSULTANT agrees that 48 CFR 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
- B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR 31 or 2 CFR 200 are subject to repayment by the CONSULTANT to CITY.
- D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

ARTICLE VIII RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and CITY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. CITY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without

limitation.

ARTICLE IX AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by CITY'S Chief Financial Officer.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by CITY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by CITY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.
- D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, CITY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by CITY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by CITY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, CITY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
- E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the CITY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
 - 1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, CITY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by IOAI.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
 - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
 - c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
 3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.
 4. CONSULTANT may submit to CITY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of CITY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO CITY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between CITY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X SUBCONTRACTING

- A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the CITY and any Subconsultants, and no subagreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the CITY for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its Subconsultants is an independent obligation from the CITY's obligation to make payments to the CONSULTANT.
- B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the CITY Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.
- C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.
- D. CONSULTANT shall pay its Subconsultants within fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the CITY.

E. Any substitution of Subconsultants must be approved in writing by the CITY Contract Administrator in advance of assigning work to a substitute Subconsultant.

F. Prompt Progress Payment

CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

G. Prompt Payment of Withheld Funds to Subconsultants

No retainage will be held by the CITY from progress payments due to CONSULTANT. Any retainage kept by CONSULTANT or by a subconsultant must be paid in full to the earning subconsultant within 15 days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the CITY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

A. Prior authorization in writing by CITY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by CITY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.

C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:

1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, CITY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit CITY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established CITY procedures; and

credit CITY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by CITY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by CITY.

2. Regulation 2 CFR 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

ARTICLE XII STATE PREVAILING WAGE RATES

- A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.
- B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at CITY construction sites, at CITY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve CITY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.
- C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at <http://www.dir.ca.gov>.
- D. Payroll Records
 1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a. The information contained in the payroll record is true and correct.
 - b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
 2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by CITY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
 - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
 - b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made

available for inspection or furnished upon request to a representative of CITY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to CITY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.

- c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the CITY Contract Administrator by both email and regular mail on the business day following receipt of the request.
 3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
 4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by CITY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.
 5. The CONSULTANT shall inform CITY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
 6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to CITY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by CITY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.
- E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the CITY Contract Administrator.
- F. Penalty
1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the CITY a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
 2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code.

The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.

3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.
4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:
 - a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
 - c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.
 - d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.
5. Pursuant to Labor Code §1775, CITY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.
6. If CITY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if CITY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by CITY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the CITY, twenty-five dollars (\$25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants under him or her shall comply with all

applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

2. CONSULTANTs and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to-apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII CONFLICT OF INTEREST

- A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with CITY that may have an impact upon the outcome of this AGREEMENT or any ensuing CITY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing CITY construction project which will follow.
- B. CONSULTANT certifies that it has disclosed to CITY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise CITY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either CITY ordinance or State law.
- C. The CONSULTANT hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.
- D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any CITY employee. For breach or violation of this warranty, CITY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV PROHIBITION OF EXPENDING CITY, STATE, OR FEDERAL FUNDS FOR LOBBYING

- A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:
1. No State, Federal, or CITY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.
- C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

- A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.
- B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under(2

CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by CITY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

- D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the CITY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or CITY shall require to ascertain compliance with this clause.
- E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.
- I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the CITY components of the DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

- A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:
 - 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 - 2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
 - 3. Does not have a proposed debarment pending; and

4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to CITY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.
 - C. Exceptions to the Federal Government excluded parties (<https://sam.gov/content/home>) maintained by the U.S. General Services Administration are to be determined by FHWA.

ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. CONSULTANT, subrecipient (CITY), or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the CITY shows a contract goal for DBEs. CONSULTANT shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.

CONSULTANT shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal. It is CONSULTANT's responsibility to verify at date of proposal opening that the DBE firm is certified as a DBE by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes or work code applicable to the type of work the firm will perform on the contract. Additionally, the CONSULTANT is responsible to document the verification record by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at <https://dot.ca.gov/programs/civil-rights/dbe-search>.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONSULTANT purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

This AGREEMENT is subject to 49 CFR 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". CONSULTANTs who enter into a federally-funded agreement will assist the CITY achieve California's statewide overall DBE goal.

- B. The goal for DBE participation for this AGREEMENT is 19%. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in Attachment No. 03 Consultant Contract DBE Commitment attached hereto and incorporated as part of the AGREEMENT. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: DBE Information – Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

D. Contract Assurance Under 49 CFR 26.13(b):

CONSULTANT, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying CONSULTANT from future proposing as non-responsible

E. Termination and Substitution of DBE Subconsultants

CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONSULTANT or DBE subconsultant obtains the CITY's written consent. CONSULTANT shall not terminate or substitute a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the CITY. Unless the CITY's consent is provided, the CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02: Consultant Contract DBE Commitment form, included in the Bid.

The CITY authorizes a request to use other forces or sources of materials if CONSULTANT shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The CITY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the CITY's bond requirements.
3. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.

7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The CITY determines other documented good cause.

CONSULTANT shall notify the original DBE of the intent to use other forces or material sources and provide the reasons and provide the DBE with 5 days to respond to the notice and advise CONSULTANT and the CITY of the reasons why the use of other forces or sources of materials should not occur.

CONSULTANT's request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from CONSULTANT to the DBE regarding the request.
3. Notices from the DBEs to CONSULTANT regarding the request.

If a listed DBE is terminated or substituted, CONSULTANT must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal.

F. Commitment and Utilization

The CITY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The CITY shall request CONSULTANT to:

1. Notify the CITY's contract administrator or designated representative of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subconsultant
 - Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each business (see Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

If CONSULTANT is a DBE CONSULTANT, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify CONSULTANT in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONSULTANT in writing of the certification date. CONSULTANT shall submit the notifications to the CITY. On work completion, CONSULTANT shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form to the CITY within 30 days of contract acceptance.

Upon work completion, CONSULTANT shall complete Exhibit 17-F: Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the CITY within 90 days of contract acceptance. The CITY will withhold \$10,000 until the form is submitted. The CITY will release the withhold upon submission of the completed form.

In the CITY's reports of DBE participation to Caltrans, the CITY must display both commitments and attainments.

- G. A DBE is only eligible to be counted toward the AGREEMENT goal if it performs a commercially useful function (CUF) on the AGREEMENT. CUF must be evaluated on an agreement by agreement basis. A DBE performs a CUF when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the AGREEMENT is commensurate with the work it is actually performing, and other relevant factors.
- H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- K. If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to CITY's Contract Administrator within thirty (30) calendar days.
- L. After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant shall complete and email the Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to the Agency.
- M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

ARTICLE XIX INSURANCE

- A. CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, or employees.
- B. Minimum Scope of Insurance. Coverage shall be at least as broad as:
- 1) Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88.
 - 2) Insurance Services Office Business Auto Coverage form CA 00 01 06 92 covering Automobile Liability, code 1 (any auto). If the CONSULTANT owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.
 - 3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the CONSULTANT has no employees while performing under this Agreement, worker's compensation insurance is not required, but CONSULTANT shall execute a declaration that it has no employees.
 - 4) Professional Liability Insurance shall be written on a policy form providing professional liability for the CONSULTANT's profession.
- C. Limits of Insurance. CONSULTANT shall maintain limits no less than:
- 1) General Liability: Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - 2) Automobile Liability: Two Million Dollars (\$2,000,000) per accident for bodily injury and property damage.
 - 3) Worker's Compensation as required by the State of California; Employer's Liability: One Million Dollars (\$1,000,000) per accident for bodily injury or disease.
 - 4) Professional Liability Coverage: One Million Dollars (\$1,000,000) per claim and in aggregate.
- D. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions shall not exceed Twenty Five Thousand Dollars and No Cents (\$25,000).
- E. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
- 1) The City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees and volunteers are to be covered as insured's, as respects: liability arising out of activities performed by or on behalf of the CONSULTANT; products and completed operations of the CONSULTANT; premises owned, occupied or used by the CONSULTANT; or automobiles owned, leased, hired or borrowed by the CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees or volunteers.
 - 2) For any claims related to this project, the CONSULTANT's insurance coverage shall be primary insurance as respects the City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees and volunteers. Any insurance or self-insured maintained by the City of

Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, officials, employees or volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.

- 3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Temecula, the Temecula Community Services District, and the Successor Agency to the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees or volunteers.
- 4) The CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 5) Each insurance policy required by this agreement shall be endorsed to state in substantial conformance to the following: If the policy will be canceled before the expiration date the insurer will notify in writing to the CITY of such cancellation not less than thirty (30) days' prior to the cancellation effective date.
- 6) If insurance coverage is canceled or, reduced in coverage or in limits the CONSULTANT shall within two (2) 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.

F. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of A-:VII or better, unless otherwise acceptable to the CITY. Self insurance shall not be considered to comply with these insurance requirements.

G. Verification of Coverage. CONSULTANT shall furnish the CITY with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the CITY. All endorsements are to be received and approved by the CITY before work commences. As an alternative to the CITY's forms, the CONSULTANT's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

ARTICLE XX FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.
- B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to CITY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or CITY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.
- D. CITY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

ARTICLE XXI CHANGE IN TERMS

- A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by CITY’s Contract Administrator.
- C. There shall be no change in CONSULTANT’s Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by CITY’s Contract Administrator.

ARTICLE XXII CONTINGENT FEE

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, CITY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXIII DISPUTES

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

- A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of CITY’s Contract Administrator and CITY’s Director of Public Works, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than thirty (30) calendar days after completion of all work under the AGREEMENT, CONSULTANT may request review by CITY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

ARTICLE XXIV INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit CITY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

ARTICLE XXV SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by CITY Safety Officer and other CITY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Vehicle Code §591, CITY has determined that such areas are

within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.
- D. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in Labor Code §6500 and §6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.

ARTICLE XXVI OWNERSHIP OF DATA

- A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of CITY, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, CITY shall be entitled to, and CONSULTANT shall deliver to CITY, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to CITY which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by CITY.
- B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of CITY without restriction or limitation upon its use or dissemination by CITY.
- C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by CITY for another project or project location shall be at CITY's sole risk.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. CITY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXVII CLAIMS FILED BY CITY'S CONSTRUCTION CONTRACTOR

- A. If claims are filed by CITY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with CITY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that CITY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from CITY. Consultation or testimony

will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.

- C. Services of CONSULTANT's personnel in connection with CITY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

ARTICLE XXVIII CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to CITY's operations, which are designated confidential by CITY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by CITY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or CITY's actions on the same, except to CITY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by CITY, and receipt of CITY'S written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code §10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXX EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by CITY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

ARTICLE XXXI PROMPT PAYMENT FROM THE CITY TO CONSULTANT

The CITY shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONSULTANT on a professional service contract. If the CITY fails to pay promptly, the CITY shall pay interest to the contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied. Upon receipt of a payment request, the CITY shall act in accordance with both of the following:

- (1) Each payment request shall be reviewed by the CITY as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.
- (2) Any payment request determined not to be a proper payment request suitable for payment shall

be returned to CONSULTANT as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

ARTICLE XXXII TITLE VI ASSURANCES

APPENDICES A - E of the TITLE VI ASSURANCES

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

- a. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- b. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of CONSULTANT'S noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - ii. cancellation, termination or suspension of the Agreement, in whole or in part.
- f. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed, (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction.

APPENDIX C CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

APPENDIX E

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C.1681 etseq).

ARTICLE XXXIII NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this AGREEMENT and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT: FALCON Engineering Services, Inc.
Ashraf Mohamed, PE, Project Manager
41875 Enterprise Circle S, Suite A
Temecula, CA 92590

CITY: City of Temecula
Avlin R. Odviar, PE, Contract Administrator
41000 Main Street
Temecula, CA 92590

ARTICLE XXXIV CONTRACT

The two parties to this AGREEMENT, who are the before named CONSULTANT and the before named CITY, hereby agree that this AGREEMENT constitutes the entire AGREEMENT which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this AGREEMENT as evidenced by the signatures below.

ARTICLE XXXV SIGNATURES

CITY OF TEMECULA

FALCON Engineering Services, Inc.

Zak Schwank, Mayor

Date: _____

Attest:


Randi Johl, City Clerk


Date: _____

Approved as to Form:

Peter M. Thorson, City Attorney

Date: _____


Maha Faqih, President
Date: 3/16/2023


Wael Faqih, Vice President
Date: 3/16/2023

ATTACHMENT NO. 01 – COST PROPOSAL

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3
COST-PLUS-FIXED FEE OR LUMP SUM OR (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant: FALCON Engineering Services, Inc.

Project No. PW16-01

Contract No. _____

Date: March 16, 2023

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Manager	Ashraf Mohamed, PE *	232	\$110.00	\$25,520.00
Resident Engineer	Juan Rojas, PE *	3800	\$115.00	\$437,000.00
Lead Assist. Resident Engineer	Mohammad Khalaileh, PE	3448	\$104.00	\$358,592.00
Civil/Roadway	Crosby Romero **	3840	\$72.00	\$276,480.00
Civil/Roadway Inspector	Tim Dexter **	0	\$65.00	\$0.00
Civil/Roadway	Ziad Al-Dasouqi, PE **	2920	\$95.00	\$277,400.00
Structure Inspector	Syed Afzal Biyabani, EIT **	3600	\$68.38	\$246,168.00
Structure Inspector	Mohammad Al-Barqawi, EIT **	0	\$80.00	\$0.00
Structure Inspector	Ahmed Hamasha **	0	\$78.00	\$0.00
Structure Inspector	Yazan Alfaqih **	0	\$76.00	\$0.00
Construction Inspector	Salvador Orozco **	2040	\$80.00	\$163,200.00
Administration	Zaid Afanan, PE	0	\$95.00	\$0.00
Labor/Health/SWPPP/Safety	Dion Castro, ToR	880	\$85.00	\$74,800.00
Office Engineers	Sarah Alina	3440	\$68.00	\$233,920.00
Community Outreach/Drone	Sami Faqih	792	\$92.00	\$72,864.00
Management Support (As-Needed)	Tariq Malik, PE	0	\$115.00	\$0.00

LABOR COSTS

a) Subtotal Direct Labor Costs	\$2,165,944.00
b) Anticipated Salary Increases (see page 2 for calculation)	\$0.00
c) TOTAL DIRECT LABOR COSTS	[(a) + (b)] \$2,165,944.00

INDIRECT COSTS

d) Fringe Benefits (Rate: <u>0</u> %)	e) Total Fringe Benefits [(c) x (d)]	\$0.00
f) Overhead: (<u>108.08%</u>)	g) Overhead [(c) x (f)]	\$2,340,952.28
h) General and Administrative (Rate: <u>0%</u>)	i) Gen & Admin [(c) x (h)]	\$0.00
	j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]	\$2,340,952.28
	k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 10%	\$450,689.63

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add Additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	Included		\$	\$ -
<i>One Time Charge Field Office</i>				
Furniture				\$ -
Provided by Falcon except for office chairs				\$ -
Office Chairs	10		\$ 200.00	\$ 2,000.00
Laptops	4		\$ 700.00	\$ 2,800.00
<i>Monthly Charges Field Office</i>				
Monthly Rent	28		\$ 2,200.00	\$ 61,600.00
Electricity	28		\$ 300.00	\$ 8,400.00
Water	28		\$ 60.00	\$ 1,680.00
Internet	28		\$ 250.00	\$ 7,000.00
Office Cleaning	28		\$ 250.00	\$ 7,000.00
Printer/Photocopier	28		\$ 300.00	\$ 8,400.00
Stationary & Office Supplies	28		\$ 300.00	\$ 8,400.00
Computer licenses (Bluebeam) \$300/year (4EA)	28		\$ 100.00	\$ 2,800.00

l) TOTAL OTHER DIRECT COSTS \$110,080.00

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1:	Arellano Associates (DBE)	\$ 120,000.00
Subconsultant 2:	CL Surveying (DBE)	\$ 800,000.00
Subconsultant 3:	CMC Project Solutions (DBE)	\$ 100,000.00
Subconsultant 4:	Converse Consultants	\$ 340,000.00
Subconsultant 5:	Danken (Scott Walker [SR])*	\$ 600,000.00
Subconsultant 6:	Leighton Consulting	\$ 340,000.00
Subconsultant 7:	NV5	\$ 350,000.00
Subconsultant 8:	Psomas	\$ 250,000.00
Subconsultant 9:	Skyline Consultants (DBE)	\$ 744,836.89
Subconsultant 10:	Wood Environmental	\$ 67,772.91
Subconsultant 11:	ZT Consulting Group	\$ 100,000.00

m) TOTAL SUBCONSULTANTS' COSTS \$ 3,812,609.80

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)] \$3,922,689.80

TOTAL COST [(c) + (j) + (k) + (n)] \$8,880,275.70

NOTES:

- Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract
\$2,165,944.00	24992	=	\$0.00	Year 1 Avg

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly		Proposed Escalation			
Year 1	\$0.00	*	0%	=	0	Year 1 Avg Hourly Rate
Year 2	\$0.00	*	0%	=	0	Year 2 Avg Hourly Rate
Year 3	\$0.00	*	0%	=	0	Year 3 Avg Hourly Rate
Year 4	\$0.00	*	0%	=	0	Year 4 Avg Hourly Rate
Year 5	\$0.00	*	0%	=	0	Year 5 Avg Hourly Rate
Year 6	\$0.00	*	0%	=	0	Year 6 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed		Total Hours per Cost Proposal		Total Hours per	
Year 1	60.00%	*	24992	=	14995	Estimated Hours Year
Year 2	30.00%	*	24992	=	7498	Estimated Hours Year
Year 3	10.00%	*	24992	=	2499	Estimated Hours Year
Year 4	0.00%	*	0	=	0	Estimated Hours Year
Year 5	0.00%	*	0	=	0	Estimated Hours Year
Year 6	0.00%	*	0	=	0	Estimated Hours Year
Total	100%		Total	=	24992	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate		Estimated hours		Cost per	
	(calculated)		(calculated above)		Year	
Year 1	\$0.00	*	0	=	\$0.00	Estimated Hours Year
Year 2	\$0.00	*	0	=	\$0.00	Estimated Hours Year
Year 3	\$0.00	*	0	=	\$0.00	Estimated Hours Year
Year 4	\$0.00	*	0	=	\$0.00	Estimated Hours Year
Year 5	\$0.00	*	0	=	\$0.00	Estimated Hours Year
Year 6	\$0.00	*	0	=	\$0.00	Estimated Hours Year
	Total Direct Labor Cost with Escalation			=	\$0.00	
	Direct Labor Subtotal before Escalation			=	\$0.00	
	Estimated total of Direct Labor Salary Increase			=	0	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

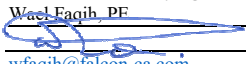
I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name:	<u>Wael Faqih, PE</u>	Title *	<u>Senior Vice President</u>
Signature :		Date of Certification:	<u>March 16, 2023</u>
Email:	<u>wfaqih@falcon-ca.com</u>	Phone Number :	<u>(951) 264-2350</u>
Address:	<u>41593 Winchester Rd, #120, Temecula, CA 92590</u>		

*An individual executive or financial officer of the consultant’s or subconsultant’s organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Project Manager/Resident Engineer /Civil Engineer/ Roadway Engineer/Structure Engineer/ Electrical/ Traffic Safety Office Engineer/Labor/Health/Safety/Administration/Inter-agency Coordination
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ATTACHMENT NO. 02 – SCOPE OF SERVICES

City of Temecula

I-15/French Valley Parkway Improvements – Phase II

Construction Management Scope of Services

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1 - Project Description

The I-15/French Valley Parkway Improvements – Phase II project will construct a two-lane northbound collector/distributor system along I-15 from the I-15/Winchester Road interchange northbound on-ramps to just north of the I-15/I-215 junction, providing connectors to I-15 and I-215 in the cities of Temecula and Murrieta. Construction will include freeway widening, bridge widening, new bridge, new retaining walls, new soundwalls, and modification to existing drainage, traffic signal and lighting systems, signs and pavement delineation.

The anticipated construction contract time is 450 working days and contract value of \$71.5M.

The City of Temecula (CITY) is the Project Sponsor and Implementing Agency, with Caltrans providing full oversight. The Engineer of Record is T.Y.Lin International (EOR or Designer). The construction contract will be paid, in part, with Federal and State funds.

This Scope of Services summarizes activities to be performed by the Construction Management firm (CONSULTANT, CM, RE, Resident Engineer, or ENGINEER) and/or its sub consultants. It is not meant to be comprehensive. Generally, the CM firm shall perform activities, on behalf of and in conjunction with the CITY, as necessary to administer the construction contract.

All activities shall be performed in accordance with the guidelines and requirements of the CITY, Caltrans, and FHWA.

2 – Construction Management General Services

2.1 Project Controls System Development

Purpose:

To develop an integrated cost and schedule information system to provide up-to-date and accurate information regarding schedules, budgets, expenditures, and change orders to ENGINEER managers, contractors, Caltrans, and the CITY.

The master schedule of the Project Controls System (PCS) will enable critical activities and interrelationships between the contractors, suppliers, the CITY, the CITY's Project Manager, design engineers, environmental monitors, CHP, utility companies, Biologist and construction manager (including its subcontractors) to be monitored efficiently during the construction phase of the Project. The master schedule will identify permit constraints, work area restrictions and other known work and/or coordination constraints.

The cost-monitoring element of the PCS will enable project-wide monitoring of expenditures for comparison with the original budgets and budget updates resulting from change orders processed during the life of the Project. Monthly reporting will enable accurate cost forecasting at any time.

Automating the above information will enable timely analysis, intervention, and decision-making to efficiently control the Project.

Approach:

CONSULTANT will develop the PCS using available software. A master schedule will be developed summarizing all significant activities of project-related entities, including the Contractor, equipment suppliers, the CITY project manager, design consultants, the Biologist, and construction manager. The schedule will be structured to include the following:

- Primary contractor work activities, including major submittals, required accomplishing the work.
- Principal work activities of the CONSULTANT construction manager, the CITY's project manager, design consultants, Biologists, contractors, and suppliers.
- Activities necessary for regulatory compliance.
- Activities related to utility relocations.
- Relationships between submittals, approvals, procurement, and delivery of materials.
- Milestones associated with permitting and approvals.
- Any activity requiring coordination with the CITY, Caltrans Oversight, and other local utility/regulatory agencies.
- Substantial and final completion dates.

The cost accounting format will use a work breakdown structure and cost categories compatible with the CITY's cost accounting system. The work breakdown structure will be based on the Contractor's activities and will provide the basis for cost-loading activities in the schedule.

Assumptions:

1. The initial master project schedule will be developed based on information available before awarding the construction contracts.
2. The CITY will provide a description of the CITY invoicing requirements and guidelines for project work breakdown structure and cost reporting format.
3. CITY will provide copies of all consultant contracts including scope of services and budgets.

Deliverables:

1. Implementation of Project Control System.
2. Draft master project schedule.
3. Initial master project schedule following review and approval by the CITY.
4. Initial project cost.

2.2 Monthly Project Progress Meetings and Reports

Purpose:

To apprise CITY management and other stakeholders of CONSULTANT's activities under this contract via written report and monthly meeting.

Approach:

CONSULTANT will provide a brief written report covering a summary of the status and expenditures associated with each of the tasks described in this scope of work; including highlights of any unusual contractual issues that arise during the reporting period and a listing of approved work that is beyond the boiler plate scope with a determination of who is responsible for the associated additional costs (Contractor, Project, etc.).

CONSULTANT will schedule monthly progress meetings, which will provide for discussion of progress reports and issues related to (a) this agreement and (b) the construction agreements.

Assumptions:

1. The project monthly progress report will be provided throughout the contract period.
2. A regular monthly meeting date and time will be established. Meeting date is typically the first week of each month, the same day of the week.
3. Monthly Progress Reports will be provided to the CITY at the beginning of next month.
4. CITY to submit proposed changes/amendments to the monthly progress reports, in writing, to CONSULTANT for its use.
5. Additional project budget expenditures determined to be the responsibility of the Contractor will be addressed quarterly with adjustments being made to progress payments.

Deliverables:

1. Monthly project progress report.
2. Monthly progress review meetings with minutes/summaries.

2.3 Document Management System

Purpose:

To establish a system for the timely logging, filing, and tracking of Project related correspondence to assure timely responses and provide a record of communications to enable efficient retrieval and establish the chronology of events for use in dispute resolution.

Approach:

CONSULTANT will set up a document tracking system, using available software to maintain project files.

Assumptions:

1. Actual logging, filing, and tracking of project information will be performed under separate tasks and subtasks.
2. The CONSULTANT File Index will conform to the Caltrans filing numbering system.

Deliverables:

Implementation of a computerized document management system that includes written procedures for use of the ENGINEER project team.

2.4 Neighborhood Liaison Strategy

Purpose:

To provide a strategy for dealing with issues related to the impacts of construction on the residential neighborhoods and businesses located adjacent to and within the limits of the Project, to respond to

public inquiries regarding the Project, and to coordinate with the CITY, law enforcement, emergency services providers, transit agencies, school districts and others as needed regarding construction activities that may impact public safety.

As part of the public outreach effort, it is anticipated that the team will conduct public meetings before and during construction. The team will also need to attend local community meetings to provide updates and information as requested.

Approach:

CONSULTANT will develop in conjunction with the CITY a strategy for neighborhood and local community communication related to construction phase impacts and mitigation.

Assumptions:

CONSULTANT will be responsible for development of the neighborhood liaison strategy. However, the CITY will provide general guidelines for community and neighborhood affairs, dictate protocol, and initiate contact with local elected officials, as required. The CITY will be responsible for the review and approval of the overall plan.

Deliverables:

1. CONSULTANT: Draft Neighborhood Affairs Strategy memorandum.
2. CITY: Review and comment on draft Affairs Strategy memorandum.
3. CONSULTANT: Final Neighborhood Affairs Strategy memorandum.

2.5 Sub-Consultant Management

Purpose:

To coordinate and manage sub-consultant services contracted with CONSULTANT. Sub-consultants include inspectors, surveyors, landscape architects, materials testing consultants, biologists, and/or others, to be determined at a later date and secured at reasonable rates.

Approach:

CONSULTANT will coordinate and manage the utilization of sub-consultants for the CITY in order to comply with the terms of the contract documents and the requirements of regulatory agencies.

At the CITY's direction, CONSULTANT will negotiate and enter into sub-consultant agreements with select sub-consultants.

CONSULTANT will work with consultants contracted directly with the CITY. CONSULTANT will review and approve invoices provided by CITY consultants and forward said invoices to the CITY for processing and payment.

Assumptions:

1. The CITY will retain final approval rights over invoices for CITY contracted consultants.
2. All costs associated with CONSULTANT's sub-consultant services will be billed to the CITY in conjunction with CONSULTANT's services on a monthly basis.

Deliverables:

1. Copies of all sub consultant reports. Original reports will remain with CONSULTANT until project closeout, at which time all originals will be forwarded to the CITY with the project documentation.

2. Copies of all sub-consultant invoices billed through CONSULTANT.
3. Original invoices reviewed and approved by CONSULTANT for CITY contracted consultants.

3 – Pre-Construction Phase Services

CONSULTANT shall provide specialized services during the project Pre-Construction phase. These services are intended to involve the construction manager early in the Project and to provide advanced planning for construction phase activities.

3.1 Pre-Construction Coordination

Purpose:

In order to minimize the project construction time there will be a need to have a concentrated effort to do as much work in advance of the Contractor moving on site and to coordinate with other projects in the vicinity.

Approach:

The CONSULTANT will coordinate with other agencies, companies, local residents and the Contractor to ensure that there are no delays to the start of construction. This will involve close coordination with utility companies to ensure that any relocation work done prior to construction is properly managed. Also, the CONSULTANT needs to assist the utility companies to plan any relocation work scheduled during construction. Once the low bid contractor is selected the CONSULTANT is to work closely with the construction team to ensure that they obtain all necessary approvals, permits, supplies, etc.

CONSULTANT will need to be aware of other public and private construction projects in the vicinity and ensure that there is close coordination between the projects.

3.2 Construction Management Plan

Purpose:

To provide the CITY and CONSULTANT with uniform procedures and standards for the administration of the construction contract.

Approach:

CONSULTANT will develop a procedures manual that is usable for the construction project utilizing the Caltrans Construction Management Manual and portions of the Local Assistance Procedures Manual. The Manual will be a compilation of both manuals, using various parts from both manuals as appropriate and incorporating a section concerning emergencies. The CITY approved manual will be used by the CITY, as it deems appropriate.

Assumptions:

The final project manual will be bound in a three-ring binder to facilitate future revisions.

Deliverables:

1. Draft project manual for review by the CITY. CONSULTANT will provide two (2) copies of the draft.
2. After review and comments, provide two (2) copies of final project manual to the CITY.

3.1 Local Assistance Documentation / Federal Contract Management Requirements

Purpose:

To assist the CITY in field observation, testing and preparation of documentation required for compliance with FHWA Contract Management Requirements as detailed in the Caltrans's Local Assistance Procedures Manual.

Approach:

CONSULTANT in conjunction with the CITY will review the Local Assistance Procedures Manual to ensure that all contract administration procedures, documentations, and filing systems are in accordance with the Local assistance Procedures Manual. Subsections included in various chapters have been discussed in detail throughout the sections of the Scope of Services for this Project:

- Chapter 1, Introduction and Overview
- Chapter 5, Invoicing
- Chapter 7, Field Review
- Chapter 12, Plans, Specifications & Estimate
- Chapter 14, Utility Facility
- Chapter 15, Advertise and Award Project, including the following sections:
 - Approval for Local Agency to Administer Projects.
 - Project Advertisement,
 - Contract Bid Opening
 - Contract Award
 - Award Package
- Chapter 16, Administer Construction Contracts, including the following:
 - Project Supervision and Inspection
 - Pre-Construction Conference and Partnering
 - Contract Time
 - Subcontractors
 - Engineer's Daily Reports
 - Project Files
 - Construction Records and Accounting Procedures
 - Safety Provisions
 - Labor Compliance
 - Equal Employment Opportunity
 - Contract Change Orders
 - Quality Assurance Program
 - Contract Claims
 - Traffic Safety in Highway and Street Work Zones
 - Construction Engineering Review by the State.
- Chapter 17, Project Completion includes the following:
 - Final Inspection Procedures for Federal-Aid Projects
 - "As-Built" plans
 - Report of Expenditures
 - Consequences for Non-Compliance
- Chapter 19, Oversight and Process Reviews
- Chapter 20, Deficiencies and Sanctions

All the above Chapters and sections have specific formats, checklists, and procedures that must be implemented as required by the Local Assistance Procedures Manual and Contract Provisions.

The CITY and CONSULTANT will incorporate specific deliverables within the CONSULTANTs scope of services and designate the party or parties responsible.

Assumptions:

The CITY will review the CONSULTANT’s Contract scope of services and deliverables to ensure that all tasks required are identified and an individual party is assigned responsibility for that task.

Deliverables:

Individual tasks required for compliance with the Local Assistance Procedures Manual are identified as specific tasks including all required checklists, forms, filing system, procedures for progress payments, change orders, claims, correspondence, as-builts, reporting, permit compliance, permit renewals, final invoicing and claims mitigations and resolutions.

Compliance with the Caltrans Construction Manual, Traffic Manual, MUTCD, ADA Guidelines, CAL OSHA Safety Orders, SWPPP & PMP preparation Handbook, and all Bridge Manuals is also required, as applicable.

3.3 Pre-construction Walk Through

Purpose:

To review, document and agree to the existing conditions of the project site and neighboring area conditions prior to the start of construction.

Approach:

Prior to start construction, CONSULTANT will walk the entire project and record existing conditions via a written log, photographs, and videotape where required. CONSULTANT will provide copies of all documentation to the CITY. CONSULTANT will keep documentation originals in the project files until project completion.

Assumptions:

Project walk will not take longer than two days with approximately the same amount of time to log, file and copy the information.

Deliverables:

A written log, still photographs and any videotape depicting existing site conditions, as recorded prior to the start of construction.

3.4 Environmental Compliance Prior to Start of Construction

Purpose:

To maintain compliance with permitting agency guidance and Special Provisions. Please see individual permits for more detailed information regarding activities, submittals, and reporting.

Assumptions:

That these activities will occur prior to the start of construction.

Deliverables:

1. Submit to USFWS and CDFW name of Project Biologist(s) prior to project construction start for approval by USFWS and CDFW.
2. Notify permitting agencies of start of construction as per individual permit conditions.
3. Project Biologist shall implement Worker Environmental Awareness Program to educate on-site workers about sensitive environmental issues. Project Biologist shall provide interpretation for non-English speaking workers.
4. Project Biologist shall conduct all pre-construction surveys in accordance with the environmental document, MMRP and permits for Project within their specific survey time frames. This includes least Bell's vireo, nesting birds, burrowing owl and bats.
5. Project Biologist shall oversee delineation of work boundary with appropriate fencing or flagging. Biologist shall determine and clearly delineate avoidance or buffer areas.

4 – Construction Management Services

CONSULTANT, on behalf of the CITY, will provide Construction Management (CM) services for administration of the construction contract in conformance with the requirements set forth in the State's Construction Manual, State's Local Programs and Procedures Manual, State's Encroachment Permit and the CITY's requirements. Construction Management services will encompass the Quality Assurance and enforcement of all construction contract requirements. It can be expected that the Contractor will be working on site 24 hours per day. CM services are to be provided to enforce construction contract requirements.

4.1 Pre-construction Conferences

Purpose:

To provide a forum for all essential project participants to meet prior to the start of work. This meeting will outline the CITY's administration of the contract, introduction of the participants, and record all comments and questions submitted by the Contractor. Provides an understanding of the procedures to be used on the Project and what the Contractor can expect from the CITY and its consultants.

Approach:

CONSULTANT will schedule, prepare the agenda, chair and take minutes of the pre-construction meeting. The meeting will outline project specifics and inform the Contractor of project administration procedures.

Assumptions:

1. The CITY will provide the meeting venue.
2. The CITY will assist CONSULTANT in developing the attendee list.
3. CONSULTANT will prepare a draft agenda for CITY approval prior to the meeting.

Deliverables:

1. Written agenda and minutes of pre-construction conference.
2. Electronic copies of pre-construction meeting minutes to the attendees.
3. Review and comment on Contractor's base-line schedule.
4. Establish ground rules of coordination & communications with Contractor and designer concerning the processing and reviewing of submittals and RFI's.
5. Maintain construction documents per federal requirements and as detailed in Chapters 15, 16, 17 and other relevant Chapters of the Local Assistance procedures Manual.

6. Enforcement of DBE requirements.
7. Enforcement of Labor Compliance Requirements, including completion federal Labor Compliance Pre-job Checklist.
8. Enforcement of Quality Assurance Program
9. Completion of the Federal Resident Bridge Engineer's Construction Contract Administration Checklist, including all necessary attachments as detailed in Local Assistance Procedures Manual.
10. Discussion of environmental permits requirements.
11. Discussion of water quality requirements.
12. Discussion of utility company requirements.
13. Preparation of invoices for federal reimbursement.

4.2 Communications and Correspondence

Purpose:

To provide for and/or facilitate effective communication, on behalf of the CITY and among all stakeholders in the administration of the construction contract.

Approach:

CONSULTANT will obtain all pertinent information as required to develop a project directory of all key personnel and stakeholders working on the Project. CONSULTANT will log all information received from the Contractor and others. Lastly, CONSULTANT will prepare and/or forward appropriate responses, obtaining CITY approval when required.

Assumptions:

1. The CONSULTANT's Correspondence Log will be used for all correspondence received from the CITY, the Contractor, and others.
2. All original correspondence will remain with the ENGINEER project files. Only copies will be distributed, with the exception of shop drawing submittals.
3. The CONSULTANT'S project files will be turned over to the CITY upon the conclusion of the Project.

Deliverables:

1. Communication files.
2. Written logs of information received from the CITY, the Contractor, design consultants, Biologist, testing firm, citizens and/or others.

4.3 Project Changes and Construction Change Order Management

Purpose:

To reviewing proposed changes to the Project and determine if the change is necessary and/or beneficial to the Project, and if such changes constitute a change order.

To provide a system for logging and tracking all changes on the Project.

To provide the CITY with assurance that the Contractor is not presenting requests to be paid for additional work included in the original contract.

To assure the CITY that the associated extra work costs and time extension requests are fair and reasonable to both the CITY and the Contractor.

Approach:

CONSULTANT will review potential changes to the Project for contractual and technical merit, prepare independent cost estimates and schedule analysis of work, discuss proposed changes with

CITY, and negotiate change order costs with the Contractor. CONSULTANT will prepare change orders with all required support documentation for execution by the CITY. CONSULTANT will keep the CITY apprised of cumulative changes in project cost and project duration. CONSULTANT will negotiate change orders on behalf of the CITY and will use the following approach in assisting & coordinating the process with the CITY:

Requests for Changes by the CITY

1. CONSULTANT will forward a Request for Quote (RFQ) to the Contractor for pricing and stipulation of proposed time extension, if requested work can be shown to impact the Project's critical path. The RFQ shall contain a description of the extra work (normally provided by the Designer) to fairly price the work.
2. CONSULTANT will prepare an independent cost estimate of the extra work.
3. CONSULTANT will review the cost quote from the Contractor for completeness, negotiate cost and time extension requests as required and obtaining CITY concurrence throughout the process. Obtain CITY authorization for proceeding with the change, based on definitive cost and time extension values.
4. Should CONSULTANT and the Contractor be unable to negotiate a reasonable price, the CITY will be consulted prior to directing the work via alternative contract change options such as proceeding on a time and material basis or proceeding by force account.

Requests for Changes by Contractor

1. CONSULTANT will review requests of proposed cost and/or time impacts for merit. If CONSULTANT determines the request fails on merit, the Contractor will be informed of the reasons why the request is denied. Should CONSULTANT determine the request has merit; CONSULTANT will proceed with steps 2 and 3.
2. CONSULTANT will prepare an independent cost estimate and schedule analysis of the work.
3. CONSULTANT will negotiate extra work cost and time extensions with the Contractor.
4. CONSULTANT will prepare change order documents for approval and execution by the CITY.

Assumptions:

1. CONSULTANT will have authority to make minor changes to work that it determines to have no cost or time impacts to the construction project.
2. CONSULTANT will be allowed to use their own judgment regarding how best to handle cost negotiations with the Contractor but will keep the CITY informed throughout the process.
3. CONSULTANT will prepare official change order documentation to be processed with the Contractor's regular application for payment.
4. CONSULTANT will transmit electronic copies (MS Word *.docx files) of change order documentation to the CITY's capital project construction group.
5. CONSULTANT will obtain final approval of all project cost and/or project time changes from the CITY, and Caltrans prior to authorizing the Contractor to proceed with changes.

Deliverables:

1. Perform quantity and cost analysis as required for negotiation of change orders
2. Analyze additional compensation claims that are submitted during the construction period and prepare responses.
3. Perform claims administration including coordinating and monitoring claim responses, logging claims and tracking claim status.
4. Change order documentation ready for approval and execution by the CITY.

4.4 Monthly Construction Progress Reports

Purpose:

To keep the CITY apprised of the project status during the prescribed construction period.

Approach:

CONSULTANT will prepare a monthly report that provides construction status to the CITY and other involved parties. The monthly report shall contain the following:

1. Description of activities completed in the past month.
2. Description of anticipated work on next period.
3. Identify actual and potential problems associated with the construction project.
4. Potential Issues, pending change orders and executed change orders.
5. Update of public relations, notifications.
6. Update of safety issues, concerns.
7. Photographs to show construction activities and for clarity regarding special issues.
8. Other information deemed necessary for the CITY to have a concise understanding of the construction Projects.
9. Project status, percentage of work completed, dollar amount of work completed, status of contingency money.

Assumptions:

The CITY will assist CONSULTANT in the initial formatting of the first report.

Deliverables:

1. Monthly progress report.

4.5 Schedule Monitoring

Purpose:

To monitor and review the Contractor's schedule, after acceptance of the baseline schedule, so that the Project is not being delayed over issues within the control of the Contractor.

Approach:

CONSULTANT will develop procedures, using available software, to review the Contractor's monthly schedule updates for logic, duration, and resource changes. CONSULTANT will notify the Contractor of discovered changes and document the Contractor's response, for the record. CONSULTANT will keep the CITY apprised of the Contractor's current construction schedule.

Assumptions:

Contract specifications will require the Contractor to use Critical Path Method (CPM) scheduling tools/software. The preferred scheduling software is P6 or SureTrak by Primavera. Gant charts will be strictly forbidden.

Deliverables:

1. CONSULTANT will prepare and transmit to the Contractor schedule review comments.
2. Monthly review of Contractor's schedule updates and provide a summary to CITY on schedule status and impact of changes to completion date.
3. Monitor and facilitate utility coordination with various utility companies and the Contractor. Incorporate relocations in the schedule and report any delays and impacts to the completion date.

4.6 Cost Monitoring

Purpose:

To provide the CITY with a system that is easy to understand and provides up-to-date cost information for making timely decisions.

Approach:

CONSULTANT will generate spreadsheets and graphs for the purpose of monitoring anticipated and actual cost outlays.

Assumptions:

The CITY will provide direction regarding desired cost monitoring information and report formats.

Deliverables:

1. Monthly cost monitoring reports in a format to be determined.
2. Monthly progress report for the CITY describing key issues, cost vs. budget status, and schedule status.

4.7 Progress / Coordination Meetings

Purpose:

To provide a forum for the review of the project status, the look-ahead schedule including activity sequence and duration, schedule for delivery of long lead items, outstanding RFIs, submittals, and other project issues.

Approach:

CONSULTANT will conduct weekly progress/coordination meetings, to be attended by the CITY, the Contractor, CONSULTANT and other invitees. CONSULTANT will request the CITY and the Contractor to submit agenda items for the meetings. Using the proposed agenda items and agenda items developed in house, CONSULTANT will prepare a comprehensive agenda for the meeting and distribute the agenda to all parties scheduled to attend. Following the meeting, CONSULTANT will distribute meeting minutes, requesting either the concurrence of those who attended, or suggested corrections to the minutes. Minutes will be filed as either approved or amended.

Assumptions:

1. The CITY's and Contractor's staffs will be able to meet on a regular basis.
2. Meeting room will be available.
3. Meetings will not take place more than once a week and will not last longer than one hour.
4. The Contractor will submit a look-ahead schedule (2 or 3 week) at each meeting.

Deliverables:

1. Agenda with status of open items from previous meetings.
2. Meeting minutes, for review, with action items noted.
3. Amended meeting minutes, if required.
4. Submittal, Issues log, Change Order log and RFI and RFQ working logs.

4.8 Payment Recommendations

Purpose:

To verify that the Contractor's request for payment does not represent more than an amount that is reasonable for the work done on a monthly basis. To prepare progress payment recommendations on behalf of the CITY for work completed and materials on hand (if allowed).

Approach:

CONSULTANT will review and approve the Contractor's monthly progress based on the percentage of work activities complete. Once approved, CITY will prepare a payment application certificate for approval and execution by the CITY.

Assumptions:

1. The CITY will make payments in accordance with the contract stipulations and State Law to the Contractor once each month.

Deliverables:

1. Contractor's certified application for payment.
2. Progress payment request documents suitable for approval and execution by the CITY.

4.9 Safety

Purpose:

To review the Contractor's work site safety and notify the Contractor of unsafe conditions, as observed. Implement the Cal OSHA Safety Orders requirements for providing safe work site conditions.

Approach:

CONSULTANT will observe contractors' work area. Contractor is to be informed if unsafe work conditions and/or areas are observed. Immediate shutdown of contractors' work may be required if conditions endanger property and/or life. Random attendance of Contractor's tailgate meeting. CONSULTANT will conduct its own bi-weekly staff safety meeting to discuss specific safety procedures and issues relating to current or upcoming construction activities requiring unique safety procedures.

Assumptions:

1. Contract document requires Contractor to submit its safety program and safety officer prior to the start of work
2. Contract documents or Contractor's safety program requires Contractor to submit accident reports.
3. CONSULTANT assumes no responsibility for safety of Contractor's work areas.
4. CONSULTANT assumes no responsibility for implementation of Contractor safety program, or its construction means and methods.

Deliverables:

1. Accident reports from Contractor.
2. Regular safety meeting minutes.
3. Copies of safety issues discussed during contractors' tailgate meetings.

4.10 Environmental Coordination & Biological Monitoring

Purpose:

To verify the Contractor has copies of applicable permits and that the work activities abide by the requirements of the permits granted by regulatory agencies. All permits shall be kept current and renewed prior to expiration throughout the project duration.

Approach:

CONSULTANT will review and enforce requirements stipulated in permits issued by regulatory agencies. CONSULTANT will mobilize the services of its sub-consultant for Biological Monitoring who will provide a certified Biologist (Monitor).

Assumptions:

1. All permits will be provided to CONSULTANT for review.
2. All permits will be included in the contract documents.
3. Project Biologist will ensure compliance with permits and Stewardship Section of the Project's Special Provisions.
4. Consultant's sub-consultant will provide a certified Biologist. This Biologist shall be knowledgeable and experienced in biology of wildlife resources present at the Project.
5. The USFWS must approve the Biological Monitor. Biological Monitor will be responsible for oversight of Programmatic Biological Opinion for any listed or protected species within or adjacent to the PROJECT site.

Deliverables:

The CONSULTANT's sub-consultant Biological Monitor will:

1. Develop a Worker Environmental Awareness Program. Each employee (including temporary, contractors, and subcontractors) will receive a training/awareness program. Interpretation for non-English speaking workers will be provided. They will be advised of the potential impact to the listed species and the potential penalties for taking such species. At a minimum, the program will include the following topics: occurrence of the listed and sensitive species in the area, their general ecology, sensitivity of the species to human activities, legal protection afforded these species, penalties for violation of Federal and State laws, reporting requirements, and project features designed to reduce the impacts to these species and promote continued successful occupation of the project area environs. Included in this program will be color photos of the listed species, which will be shown to the employees. Following the education program, the photos will be posted in the resident engineer's office and Contractor's office, where they will remain throughout the duration of the Project. The RESIDENT ENGINEER, CONTRACTOR, and USFWS-approved biological monitor will be responsible for ensuring that employees are aware of the listed species.
2. Ensure that ESAs will be designated by erecting protective fencing delineating the project impact boundary and sensitive habitats and that this barrier fencing will be constructed in such a way as to restrict the movement of fauna into impacted areas but not trap wildlife within project construction area. Be present for all ESA fence construction. Inform all parties associated with this Project to strictly avoid these areas and that no construction activities, materials, or equipment will be permitted in the ESAs. ESA fencing shall be monitored daily.
3. Relocate any specified animals using traps or other methods acceptable to the USFWS if necessary. Relocation sites must be identified by the USFWS.
4. Be present at all pre-construction and pre-grade meetings and on-site during vegetation removal.

5. Will have the authority to halt all associated project activities that may be in violation of any biological opinion. In such an event, the Biologist will contact the USFWS within 24 hours.
6. Monitor that the construction work areas are delineated and marked clearly in the field prior to any habitat removal, and the marked boundaries are maintained and clearly visible to personnel on foot and heavy equipment operators. Shall strictly limit contractor personnel from activities and vehicles outside the proposed project areas, staging areas, and routes of travel.
7. Monitor construction to ensure that vegetation removal, Best Management Practices (BMPs), ESA fencing, and all avoidance and minimization measures are properly constructed, maintained and observed.
8. Monitor that all equipment maintenance, cleaning, staging, and dispensing of fuel, oil, or any other such activities, will occur in designated upland areas 50 feet from any channel. The designated upland areas will be located in such a manner as to prevent any runoff from entering waters of the United States, including wetlands.
9. Monitor that the typical erosion control measures, BMPs, in the vicinity of streams will be employed in accordance with the conditions in the 401 Water Quality Certification requirements of the Regional Water Quality Control Board.
10. Monitor the restriction of the use of invasive exotic plant species in landscaped areas adjacent to or near sensitive vegetation communities. In compliance with Executive Order 13112, impacted areas will be revegetated with plant species native to the area.
11. Monitor that all construction equipment will be inspected and cleaned prior to use in the proposed project footprint to minimize the importation of non-native plant material per the Vehicle Equipment Treatment Plan. Also monitor/verify that all mulch, topsoil and seed mixes used during post construction landscaping activities and erosion control BMPs will be free of invasive plant species propagules. Ensure that a weed abatement program will be implemented should invasive plant species colonize the area within the project footprint post-construction per Weed Abatement Plan.
12. Monitor that no off-road vehicle activity from construction personnel or other persons affiliated with the Project will occur outside of the project footprint.
13. Monitor that all trash will be placed in covered containers and removed from the site daily.
14. Monitor that no pets or firearms will be permitted inside the Project's construction boundaries or other associated work areas.
15. Monitor least Bell's vireo and other bird species per Nesting Bird Management Plan and Burrowing Owl Protection Plan.
16. Biologist shall ensure that Environmental Commitments Record (ECR) activities are conducted and assist CONSULTANT in filling out ECR.
17. Monitor that all soil/rock removal and storage activities will be restricted to the project footprint, including staging and detour locations, and that no activities will be authorized that extend beyond the boundaries of the project footprint.

18. A Paleontological Mitigation Plan has been prepared for Project. A paleontological monitor will monitor all subsurface-disturbing activities during construction. The Monitor will attend the preconstruction meeting. Monitor will provide paleontological resource awareness training prior to construction for one hour. A final summary report shall be prepared by monitor.
19. Monitor that proper signage be implemented to advise motorists that the vehicle speeds on unpaved construction access roads will be restricted to a maximum of 25 MPH Speed limits must be reduced to 5 MPH within wildlife corridors during nighttime construction.
20. Monitor that all culverts, bridges, and associated water passage structures will be maintained such that water and sediment may pass between upstream and downstream locations and so as not to block the passage of wildlife.
21. Bat Surveys: CDFW approved biologist will conduct an additional nighttime survey during June-August. Results of the survey will be submitted to CDFW for review. If a maternity colony is discovered Biologist will develop measures and buffers to be submitted to CDFW for review and approval. A Bat Avoidance, Monitoring, and Protection Plan will be prepared that details these measures and buffers, among others detailed in the 1600 permit. Included in these measures will be the inspection and removal of swallow nests in the fall to prevent bats from wintering over in them. Biologist shall oversee the removal of mature trees and snags by the two-step process.
22. Biologist shall monitor construction and removal of water diversion in accordance with Avoidance Management Plan.
23. At the end of each workday, Biologist or designee shall oversee the securing of all open trenches so that animals are unable to enter and become trapped.
24. Monitor is to ensure compliance with any U.S. Army Corps of Engineers 404 permit authorization, California Department of Fish and Wildlife 1600 permit, and the California Regional Water Quality Control Board 401 permit.
25. Monitor shall wear Class II or Class III safety vest and hard hat at all times on the job site and shall be aware of the location of all heavy equipment in the vicinity as they may not be visible to the equipment operator.
26. All materials submitted will become the property of the CITY.

4.11 Neighborhood Communication /Public Information

Purpose:

To provide an efficient means for keeping traveling public, adjacent residents and businesses apprised of the work activities they will encounter during construction. To provide a local contact telephone number that residents and businesses may contact to pose questions and discuss concerns.

Approach:

Using the Neighborhood affairs strategy memorandum, developed per Section 2 of this scope, CONSULTANT will prepare “Dear Neighbor” letters and door hangers as a means to communicate with adjacent residents and businesses. Attending and facilitating public meetings, responding to citizens and business owner’s inquiries. Working with the CITY and Caltrans public information offices.

Assumptions:

All information for public use is to be reviewed for concurrence by the CITY and provided to the CITY as requested.

Deliverables:

1. Attend CONSULTANT's Neighborhood/Business meetings on an as needed basis.
2. Minutes of any meetings listing questions posed by residents and business owners.
3. Work progress flyers (Dear Neighbor letters).
4. Door hangers if not provided by the Contractor.
5. Local contact number for CONSULTANT.
6. 24-hour hot line
7. Installation of a construction site video camera
8. Project web page maintenance and updates including current schedule, progress updates, costs, public meeting information, camera feed, and project exhibits
9. Provide Draft "Friday" report items to the CITY and draft news releases as needed.
10. Coordinate with CHP, law enforcement, emergency services, transit, schools, etc. regarding construction activities that may impact public safety.

4.12 Traffic Control and Signal Timing

Purpose:

To provide an efficient means for keeping traffic flowing through the site to adjacent residents and businesses during construction.

Approach:

Using a Traffic Engineer, CONSULTANT will provide the necessary expertise to evaluate and modify permanent and temporary traffic controls, including signal timing as necessary to ensure the safe and efficient handling of traffic through the project site. Work with the CITY traffic engineering offices.

Assumptions:

Any CITY desired changes to the traffic handling will be communicated to CONSULTANT in a timely manner.

Any Contractor desired changes to the traffic handling plans will be handled per Section 4.3 of this scope and require CITY concurrence prior to implementation.

Deliverables:

1. Monitor, review and provide recommendations for modifications to traffic handling during the course of construction.
2. Prepare signal timing charts for traffic signals within and adjacent to project site as necessary to promote improved traffic flow for the various phases of construction and maintain coordinated timing to the extent possible (i.e., time-based coordination/GPS or wireless communication).
3. Work with the CITY to implement those signal timing charts.
4. Provide a recommended signal timing chart for implementation at project completion based on the ultimate configuration.

4.13 Submittal Management and Review

Purpose:

To provide an efficient means of processing and reviewing submittals, including working drawings, shop drawings, product data, sample and other items furnished in accordance with Sections 5-1.02 and 5-1.02A of the State Standard Specifications, from the Contractor and forwarding applicable submittals to the Project Designer as may be appropriate.

Approach:

CONSULTANT will develop a comprehensive submittal list for distribution to the Contractor and the Designer. CONSULTANT will update and submit status submittal logs for review at each coordination meeting. CONSULTANT will work with the Contractor and Designer (where applicable) to encourage timely submission, review and approval of submittals as outlined in the Contract Documents, prior to inclusion of submitted materials in the progress of the work. In addition, CONSULTANT will perform the engineering reviews and approvals for working drawings and calculations provided by the Contractor in accordance with Sections 5-1.02 and 5-1.02A of the State Standard Specifications and within the review timeframes as specified in the applicable sections of the contract documents and specifications. The following steps will be taken in reviewing the Contractor's submittals:

1. Log all submittals by Specification Section.
2. Ensure that the Contractor has provided a complete submittal, coordinated with the work of other trades, and that all deviations have been noted. Submittal is returned to the Contractor if it is not complete.
3. Construction Manager reviews submittal for general compliance with the specification.
4. Applicable Submittals are forwarded to Designer for formal review. Submittal status is logged.
5. Submittals sent to Designer are returned to CONSULTANT. Submittal status is logged.
6. CONSULTANT to perform engineering review of submittals consisting of working drawings and calculations furnished in accordance with Sections 5-1.02 and 5-1.02A of the State Standard Specifications. Such submittals shall be reviewed and approved by CONSULTANT's Resident Engineer in accordance the above sections, other applicable sections of the State Standard Specifications and the Caltrans Inspection Manuals for the associated work (i.e., Falsework, Prestressing, Trenching and Shoring, etc.).
7. Approved submittals are returned to the Contractor for use in work. Submittal status is logged.
8. CONSULTANT to inform Contractor if a re-submittal is required.

Assumptions:

1. CONSULTANT will not be responsible for errors or omissions in submittal lists.
2. Coordination and submission of submittals in accordance with requirements of the contract is the responsibility of the Contractor.
3. CITY will provide a listing of submittals to be reviewed by the Designer or others including CITY staff.
4. CONSULTANT will not make an exhaustive review of Contractor's submittals except as noted above.
5. CONSULTANT will forward to the Designer all submittals designated by the CITY to be reviewed and approved by Designer. These submittals are typically for pre-manufactured materials and assemblies specified in the Contract.

Deliverables:

1. Submittal status log.
2. Check Calculations, where required.
3. Copy of all approval letters, approved working drawings, submittals, and final submittal log.
4. Request for Information (RFI) Management

4.14 Request for Information (RFI) Management and Review

Purpose:

To provide an efficient means of processing Requests for Information (RFIs) submitted by the Contractor. The efficient management of RFIs permits timely communication between the Designer and the Contractor.

Approach:

CONSULTANT will receive, log, and review all RFIs for completeness and verify the question is reasonable and understandable. CONSULTANT will provide a short technical review of the RFI to determine if the issue is addressed adequately in the contract documents. CONSULTANT will return the RFI if the question is unclear or, in the opinion of CONSULTANT staff, the answer is contained in the contract documents, noting where the requested information can be found in the contract documents. CONSULTANT will track RFIs and facilitate the timely response from the Designer.

Assumptions:

The Designer will respond with an answer to all RFIs within the contract stipulated time period for response. Facsimile or e-mail will be used to forward RFIs to the Designer and return responses to the Contractor, with original documents to follow.

Deliverables:

1. Comprehensive log of all outstanding RFIs and their status.
2. Prepare responses to RFI's related construction issues
3. Transmit design related RFI's to design engineer and copy CITY Project Manager.
4. Conduct meetings with the Contractor and other parties as needed to discuss and resolve RFI's.

4.15 Document Management

Purpose:

To provide the CITY with an electronic means of tracking all documents exchanged between the parties involved in the construction of the Project.

Approach:

CONSULTANT will use File Index modified to conform to the Caltrans filing system to log all documents in the project field office. Documents will be scanned into the document control system and attached to the file index categories. All documents will be filed as an electronic file and hardcopy.

Assumptions:

1. CONSULTANT will file all documents following Caltrans log Index.

Deliverables:

1. Comprehensive logs of all documents in the project files (electronic and hardcopy). Electronic

- files shall not require special software to read or access.
2. All hardcopy project documents exchanged on the Project between the various parties.
 3. Establish and process project control documents to include:
 - Daily inspection and Resident Engineer’s diaries
 - Weekly Newsletter and Weekly Statement of Working Days
 - Monthly progress report and monthly progress pay estimate
 - RFI’s, Submittals
 - Correspondences with Contractor, Caltrans, Permitting Agencies, Utility Companies, Regulatory Agencies, and other stake holders
 - Survey requests and survey notes
 - Materials receipts, materials testing results, and certificate of compliance
 - Mix designs for PCC, CTPB, AC, AB

4.16 Review Certified Payrolls

Purpose:

To verify the Contractor provides certified payroll reports in conformance with the provisions of the contract and applicable State and Federal Law. To verify certified payroll reports contain information required by the Labor Code.

Approach:

CONSULTANT will receive and review certified payrolls from the Contractor and each of its subcontractors. CONSULTANT will check for the “Statement of Compliance” from the Contractor and/or subcontractors and spot-check wages for each classification of laborer or craftsperson. CONSULTANT will notify the CITY and the Contractor of all discrepancies and/or errors and request a corrected Certified Payroll.

Assumptions:

1. CONSULTANT will conduct employee interviews, for the purpose of verifying payment of prevailing wages. CONSULTANT will perform a minimum of one interview per trade, per Contractor per month.
2. CONSULTANT will not be held responsible for enforcement of the Labor Code.
3. CONSULTANT will maintain a weekly list of subcontractors working on the Project.
4. CONSULTANT will not be responsible for identifying every worker on site.

Deliverables:

Hardcopies of the Contractor’s certified payrolls maintained in the project files.

4.17 Storm Water Pollution Prevention Plan (SWPPP)

Purpose:

To protect the CITY from potential fines from regulatory agencies by monitoring contractors' activities regarding pollution prevention controls and/or activities for general compliance with the Contractor’s SWPPP Best Management Practices (BMP).

Approach:

CONSULTANT will observe the Contractor’s work area for general compliance with the SWPPP Best Management Practices (BMP) and notify the Contractor if the pollution prevention controls are not in

accordance with the SWPPP. Failure to revise and correct conditions will be caused to have the CITY take corrective action. Immediate shutdown of the Contractor's work may be required, if conditions are in non-compliance with the SWPPP or other permit conditions.

Assumptions:

1. CONSULTANT will not provide full time inspections of Contractor's work areas for compliance with the Contractor (s) SWPPP and BMP.
2. CONSULTANT will not be responsible for Contractor (s) means and methods for complying with the BMP listed in the SWPPP.
3. CONSULTANT will not be responsible for costs incurred by the Contractor (s) for its failure to comply with its SWPPP.
4. CONSULTANT will document site conditions with respect to SWPPP and BMP weekly and maintain a separate file for said reports.

Deliverables:

Contractor(s)' SWPPP monitoring reports and CONSULTANT documentation of site conditions kept in project file for the record.

5 – Construction Inspection Services

5.1 Inspection and Documentation

Purpose:

To provide the CITY with documentation of construction activities, duration of activities, manpower and equipment allocation, inspections, and work conditions.

Approach:

CONSULTANT will provide experienced and qualified inspectors (qualified by the State of California Department of Transportation) acceptable to the CITY, Caltrans, and other surrounding cities. Inspectors will document the Contractors' daily activities, manpower loading, on-site equipment and items considered pertinent to the Project. Construction contractor may be working on site 24 hours per day. CM services are to be provided to enforce the construction contract requirements.

CONSULTANT will coordinate and manage the utilization of CONSULTANT's inspectors for the purpose of providing daily inspections and/or special inspections as deemed necessary and beneficial for proper completion of the Project, or, at the CITY's direction, CONSULTANT will negotiate and enter into sub-consultant agreements with qualified inspectors including special inspectors, as needed, and defined in Task 2.5.

Assumptions:

1. CONSULTANT shall provide inspectors who are experienced and qualified for the inspection required.
2. All inspections will be within the project limits.

Deliverables:

1. The Inspectors will ensure compliance with all aspects of this construction contract by continuously monitoring, evaluating, approving, or rejecting the Contractor's work in accordance with the approved construction contract and Caltrans requirements.

2. CONSULTANT Inspector's daily and/or special inspection reports maintained in the CONSULTANT project files and turned over to the CITY at the completion of the Project. Copies of these daily reports will be submitted upon request.
3. Take and maintain digital photographs and videos as necessary to provide documentation of construction activities. All photos will be logged, dated, and kept in project files.
4. Verify field measurements for compliance with contract plans and specifications and provide quantity calculations for progress payments.
5. Continue to update an As-Built set of plans and review contractor's marked set.
6. Conduct weekly project meetings, prepare, and distribute to all designated parties.
7. Review the updated construction schedule and maintain record.
8. Review laboratory, shop and mill test reports of materials and equipment, and coordinate with design engineers as required, to ensure compliance with contract and Caltrans requirements to guard against defects and deficiencies in the project work.
9. As appropriate, require special inspection or testing, or make recommendations to the CITY regarding special inspections or testing of work not in accordance with the provisions of the contract documents whether or not such work is fabricated, installed or completed. Subject to review by the CITY and Caltrans Inspectors may reject work which does not conform to the provisions of the contract and approving agencies.
10. Establish and process job control documents including:
 - Daily inspection diaries
 - Resident Engineers daily.
 - Monthly construction progress payment
 - Request for information
 - Survey requests
 - Materials receipts
 - Weigh master certificates
 - Materials submittals
 - Weekly statements of working days
 - Construction change orders
 - Review of certified payrolls

5.2 Materials Testing, Construction Testing & Quality Assurance Program (QAP)

Purpose:

To provide project site and laboratory testing of construction materials used in the Project for the purpose of determining quality and acceptability of materials and workmanship incorporated into the Project and in compliance with the contract documents.

Approach:

CONSULTANT will coordinate and manage the utilization of the materials and testing laboratory for the purpose of providing laboratory and field-testing of materials in accordance with test methods and frequencies specified in the contract documents, as required by the California Test Methods, and Caltrans' Quality Assurance Manual.

Assumptions:

1. It is assumed that the CITY will not provide the Materials Testing services on this contract under the direction of the CM.
2. CONSULTANT shall provide material testers and laboratory technicians who are experienced and

- qualified for the inspection required.
3. CONSULTANT will ensure the implementation of the Quality Assurance Program for source inspections, materials acceptance, and special inspections as required by the contract.
 4. All material testing, materials acceptance and special inspections will be within the project limits or as required by the contract.
 5. Contractor must formally request testing in writing. If no formal request is made (at what time), the CM will ensure the Contractor will stop the effected work until testing is complete and materials are deemed acceptable.

Deliverables:

1. Laboratory test reports maintained in the CONSULTANT project files and turned over to the CITY at the completion of the Project.
2. Summary sheet of all test reports submitted by others to substantiate compliance with contract documents.
3. Summary sheets of all Certificates of Compliance or source release tags furnished by the Contractor along with the applicable delivered materials at the job site.
4. Testing summary sheets.
5. Coordinate source inspections and special inspections as required by the contract document and the Quality Assurance Program.

5.3 Surveying

Purpose:

To provide construction survey staking services for the construction of storm drains, curb & gutters, other utilities, street sections, sub-grades, bridges, walls and for monitoring settlement and other appurtenances as may be required for completion of the I-15/French Valley Parkway Improvements – Phase II Project.

Approach:

CONSULTANT will manage all survey staking services necessary for the construction of this Project. Resident Engineer will review Contractor's survey staking request for completeness and adherence to the boiler plate of approved survey activities (including interval spacing) and schedule survey staking in a timely manner.

The survey staking services shall conform to Section 11 "Engineering Surveys" and Section 12 "Construction Surveys", both Caltrans Survey Manual, the Land Surveyors Act and the following requirements:

1. Responsible Charge for the work shall reside with a Registered Civil Engineer possessing a license issued prior to January 1, 1982, or a licensed Land Surveyor, issued by the State of California.
2. Construction staking shall begin no later than two working days after the initial request is made through the CONSULTANT's Resident Engineer and received by the Land Surveyor; working days will be determined by the Land Surveyor's standard work week.
3. CONSULTANT will ensure that all survey-staking services are coordinated to meet the Contractor's operations schedule; staking requests are submitted and reviewed in a timely manner. Any penalties associated with time delays that are a result of a failure to provide approved staking requests to the Land Surveyor in a timely manner will be borne by the CONSULTANT.
4. CONSULTANT will provide field office support and office space to the survey crews and check field staking notes after staking.
5. CONSULTANT survey staking sub-consultant, if required and approved by the CITY, shall provide all labor, tools, equipment, and other miscellaneous items necessary to perform their

- work, and providing one set of construction stakes as required by the construction contract.
6. Where conflicts between Caltrans guidance and CITY guidance occurs, the CITY guidance will be followed. For example, the CITY does not support Automated Machine Guidance (AMG) activities.

Assumptions:

1. It is assumed that the CITY will not provide the Survey services on this contract under the direction of the CM.
2. A minimum standard of survey quality shall be that of similar surveys performed by CITY and Caltrans.

Deliverables:

1. Maintain log of construction staking requests.
2. Maintain a construction-staking plan set in the field office for review, reference, and document any as-built changes.
3. Maintain files of all field notes for review and reference.
4. Limits of clearing and grubbing will be flagged at 100-foot intervals.
5. Slope Stakes will be placed at 50-foot intervals. Rough grade will be staked at all grade breaks and at 50-foot intervals. Slope stakes will be provided for roadway.
6. Finished grading stakes will be provided at all grade breaks and points of curvature (BC, EC, PRC, PCC, etc.) with curb and gutter stakes placed at 25-foot intervals, and edge pavement stakes placed at 50-foot intervals. Additional stakes at intermittent intervals can be provided where project conditions require, such as tight radius curves, etc.
7. Utilities will generally be controlled by adjacent construction staking or adjacent facilities with the Land Surveyor providing staking of project features and/or project right-of-way in the vicinity of the utility in question. Storm drains will be staked at 50-foot intervals. Water and sewer lines, when required, will be staked at grade breaks, angle points, appurtenances (valves, crosses, ends, etc.) and at 50-foot intervals; 25-foot interval spacing will be used when the grade is less than 0.3 percent. Stakes will be provided at the ends of pipes (with a corresponding “Line Only Point” stake) and at appurtenances, drop inlets shall be staked with two 5-foot offset stakes parallel to curb, showing offset to curb line; the local depression is the Contractor’s responsibility.
8. Retaining walls, bridge abutments and bents: one set of stakes will be provided for bridge construction as follows: At each abutment, pier or bent the corners of each footing will be staked, and three stakes will be provided: One stake will be provided at the intersection of the control line and abutment/bent/pier centerline. The other two stakes will be placed on the centerline of the abutment/pier/bent, one on either side of the structure, offset as requested by the Contractor. Approach slabs will be established at limits of slabs, with one set of stakes to offset requested by the Contractor. Retaining wall staking will be provided at not less than 20-foot intervals or exceed 50-foot intervals. The Contractor shall provide retaining wall intermediate staking and additional survey controls as required to construct the structure to the grades and tolerances required by the Standard Specifications and Special provisions.
9. Other improvements such as permanent delineation, signs, lighting, signals, traffic detector loops, guard rails, etc., will be staked by the Construction Engineer.
10. Monuments established by the CONSULTANT shall be marked by the CONSULTANT with State furnished disks, plugs, or tags. In addition, the CONSULTANT shall identify CONSULTANT established monuments by tagging or stamping the monuments with the license or registration number of the CONSULTANT’s surveyor who is in “responsible charge” of the work. Replacement of Survey monuments shall be the responsibility of the CONSULTANT. All new monuments shall be set in accordance with current Caltrans, CITY and Land Surveyors Act requirements.

5.4 Review and Maintain “As Constructed Schedule”

Purpose:

To track Contractor’s progress during construction of the Project.

Approach:

CONSULTANT will use the daily inspection reports prepared by CONSULTANT inspectors, the contractors’ schedule, site observations, and other sources of information, to track and document the Contractor’s actual progress. The Contractor’s baseline critical path schedule or most recent accepted update will be used as a basis for comparing planned versus actual progress. The CPM software described in Section 3 will be used to track the Contractor’s progress and build a schedule based on the Contractor’s activities.

Assumptions:

Monitoring will be on a continuous basis and the “as constructed” schedule will be updated monthly.

Deliverables:

An “As Constructed Schedule” with one electronic file (readable by software used by the CITY) and one hardcopy.

5.5 Maintain Photographic and Video Records of Construction Progress

Purpose:

To provide the CITY with a photographic record of the Project, before, during and after construction.

Approach:

Using digital photography, and construction video recording cameras, CONSULTANT will record the Contractor's progress during construction on a daily basis or otherwise as approved by the CITY. Care will be taken to record all items and/or conditions that have or may have a bearing on claimed extra work.

Assumptions:

All photographs will remain at the CONSULTANT office until the end of the Project. Video will be recoded and saved as part of the project records. Video will also be made available to the public via the Project web site.

Deliverables:

1. A detailed photographic history of all phases of the Project will be maintained in project files.
2. Construction video cameras, with pan, zoom, tilt capabilities are to be installed prior to construction start and maintained throughout the Project. Camera(s) will be placed so as to capture the widest range of activity and clearest views of the Project to the extent possible. Cameras may be required to be relocated as project phases change. Coordination with CITY to provide live video feed via the CITY’s website is required. CONSULTANT is responsible for providing an appropriate power source for the cameras. Solar power may be considered.

5.6 Review and Maintain “As Built” Drawings

Purpose:

To provide the CITY with accurate record drawings for the Project.

Approach:

CONSULTANT will monitor the Contractor’s required record drawings on a monthly basis. In addition to monitoring the Contractor’s drawings, CONSULTANT will maintain a copy of the contract plans for the Project. CONSULTANT will ensure that items that may not normally be shown on the Contractor’s set of record drawings but are of importance to the CITY and Caltrans are included in the as-built drawings. This information is not necessarily construction related, but is Project related and may be important in future maintenance and/or construction projects.

Assumptions:

1. Contract documents will require Contractor to prepare redline as-built drawings to reflect as-built conditions during the course of construction.
2. The CONSULTANT will be responsible for ensuring the contractor maintains red line changes and will be responsible for making redline changes to one complete set of plans.
3. CONSULTANT will assist in answering questions regarding the red line drawings, providing sketches or other clarifications to the design engineers for preparation of final as built record drawings.

Deliverables:

One set of marked up contract drawings. This set will be in addition to the Contractor’s marked up set of contract drawings.

5.7 Final Inspection and Punch-list

Purpose:

To identify elements of construction requiring correction prior to final acceptance by the CITY.

Approach:

CONSULTANT will perform a project inspection of the completed construction following substantial completion. During the inspection, the CONSULTANT will develop a list of contract work requiring correction or rework. The written list of deficient work (punch-list) will be delivered to the CITY and CONTRACTOR. The final punch-list will include items to be corrected that were identified previously during the course of construction.

Assumptions:

1. The CITY will identify any key or other permitting agency (City) personnel to be included in the final inspection.
2. CONSULTANT will contact and schedule all required final inspection.
3. CONSULTANT will prepare the final punch-list.

Deliverables:

Final punch-list

5.8 Final Acceptance – Punch List Assistance

Purpose:

To provide the CITY with reasonable assurance that the work of the Project has been completed in compliance with the general intent of the contract documents.

Approach:

CONSULTANT will coordinate a walk-through with the CITY, the Designer, and the Contractor. CONSULTANT, with assistance from the CITY and the Designer will prepare a punch list indicating all deficiencies and/or omissions noted in the walk-through. CONSULTANT will then forward the punch list to the Contractor for correction of the work in accordance with timelines defined in the contract. CONSULTANT, in conjunction with the CITY as necessary, will inspect items on the punch list once the Contractor has notified the CONSULTANT that the work is complete. Completed items on the punch list will be signed off by the CONSULTANT. Upon completion of the punch list work the CONSULTANT will notify the CITY that the work is complete and forward a copy of the completed punch list.

Assumptions:

CONSULTANT will provide a preliminary punch list of outstanding work items to the Contractor. CONSULTANT will ensure all punch list items are completed prior to requesting a final walk-through from the CITY and the Designer.

Deliverables:

Completed and signed-off punch-list submitted to the CITY with the closeout documents.

6 – Construction Closeout Activities

6.1 Contract Closeout

Purpose:

To provide the CITY with final closeout documentation, including any permit completion documentation.

Approach:

CONSULTANT will turn over all project files, contract correspondence and documents including final logs at time of project completion.

Assumptions:

CITY will file final Notice of Completion and Acceptance of Work.

Deliverables:

1. Notice of Completion form for the CITY.
2. Notices of Completion for any Permits, including “duplicate” permits for Project and documentation showing the NOT has been recorded.
3. Copy of the Contractor’s performance bond, good for the warranty period.
4. Final project documentation in accordance with the requirements of the Caltrans local assistance manual and FHWA requirements.

6.2 Project As-Built Drawings

Purpose:

To provide the CITY with accurate record drawings indicating all changes and as- built conditions.

Approach: In addition to monitoring the Contractor's record drawings, CONSULTANT will maintain a copy of up-to-date contract plans for the purpose of aiding the Designer in final review of the record drawings.

Assumptions:

1. The Contractor will be responsible for preparing the record drawings in both reproducible and electronic formats.
2. CONSULTANT will assist the Designer in review and final approval of the as-built record drawings.

Deliverables:

One set of contract drawings indicating recorded changes to the contract, as maintained by CONSULTANT. This set will be in addition to the Contractor's marked up set of contract drawings. Provide one copy of the revised Mylar drawings. The design consultant will prepare the record drawings for the Project.

6.3 Final Project Report

Purpose:

To provide the CITY with a written history of the construction contract. The contents of the final report are to fulfill federal requirements for federal financial participation.

Approach:

CONSULTANT will review the project documents and prepare a written report for the CITY.

Assumptions:

CITY will provide input to CONSULTANT regarding the form of the final report and federal required documents to be included in the report.

Deliverables:

One hard copy and one electronic file will be provided.

6.4 Final Payment, Final Report of Expenditure Checklist

Purpose:

To provide the CITY with the final contract cost and final balance due the Contractor. Also prepare Report of Expenditure Checklist for federal reimbursement including all necessary attachments.

Approach:

Following completion of the contract work, CONSULTANT will, in accordance with the Designer, determine the final quantities and cost of all outstanding unit price work and all outstanding approved change order work. CONSULTANT will prepare for the CITY and the Contractor, a final balancing change order quantifying the final contract amount. Contractor will include amount of final balancing change order in submission of last certified application for payment, submitted to CONSULTANT.

Once approved, CONSULTANT will forward application for payment to the CITY for final approval and processing.

Assumptions:

1. There are no outstanding issues or claims.
2. The CITY is responsible for filing Notice of Completion and addressing all subcontractor claims prior to release of final payment. The CITY will file the Report of Expenditure Checklist for federal reimbursement.

Deliverables:

1. Final Pay Estimate including finalized bid items, claims, change orders, punch-list items, and corrected shop drawings.
2. Contractor's last certified application for payment with application certificate.
3. Report of Expenditure Checklist with attachments
4. Federal final report including all attachments.

6.5 Audit Support

Purpose:

To assist CITY during any future audits of the Project.

Assumptions:

CITY may be audited one or more times following project close-out. The CITY will issue a future task order to pay for support services during any such audits, should they request these services.

Deliverables:

CONSULTANT will participate in the audit process at the CITY offices and provide any and all documentation from the Project as requested by the auditors, and attend meetings as needed.

7 – Field Office and Employee Equipment

CONSULTANT will have a field office which include furniture, phones, computers, fax machine, Internet services, copying/reproduction machine, file cabinets, and site safety equipment required for field staff to perform their work.

8 – Responsibility Matrix

PRE-CONSTRUCTION			
Activity	Description	Deliverables	Team Experience
Project Schedule	Review project baseline schedule provides recommendations and ensures efficiency. Advise if a recovery schedule is required to overcome delays.	Schedules, Correspondence Communication	Ashraf, Juan
Coordinate with Utility Agencies	Meet with all utility companies responsible for relocating their lines and equipment.	Meeting agenda minutes	Ashraf, Juan
Project Schedule/ Long Lead Items	Evaluate the Design Engineer’s proposed schedule for construction duration and cost. Provide a plan for the procurement of long-lead items.	Construction Schedule for on-time completion	Ashraf, Juan
Conforming to City/ Caltrans Standards	Review and assist in staging and traffic management plans for compliance with the law and project specifications.	Review and monitor plans	Ashraf, Juan
DURING CONSTRUCTION			
Activity	Description	Deliverables	Team Experience
Pre-construction Meetings	Arrange a pre-construction meeting with agencies, contractors, the design engineer, and utility companies and address all concerns. Review contract administrative items. Meetings will be conducted principally in person or video conferencing as per request.	Meeting agenda and minutes	Juan, Scott, Sarah
Project Administration	Administer Project Construction Contracts using Caltrans Construction Manual, Permit conditions, the City’s standards/permit conditions, State and relevant City procedures, and permits.	Conformance to City and compliance with LAPM Chapter 16 filing system	Ashraf, Juan, Sarah
Construction Coordination Meetings	Conduct regular project coordination meetings with the City and Caltrans. Meetings will be conducted principally in person or video conferencing as per request.	Meeting agenda and minutes	Juan, Scott, Sarah
Project Management Plan	Prepare and implement a Project Management Plan.	Project Management Plan	Juan
Construction Inspection	Coordinate all required inspections necessary for the Project.	Perform & Document daily on-site inspections	Juan, Scott, Inspectors
Progress Payments	Prepare Contractor's progress payments and maintain records and supporting documentation. The City to review and approve.	Certified Pay Request	Juan, Scott
Project Record Document	Maintained filing system by the City and Caltrans LAPM for project documentation.	Electronic files, project files/logs	Juan, Scott, Sarah
Construction Schedule	Review project schedule, provide recommendations, and ensure efficiency.	Evaluate proposed schedule	Juan, Scott, Eric
Weekly Progress Meetings Cost & Schedule	Conduct weekly meetings to discuss schedule, change orders, extra work, contract pay item, submittal status, RFI's, safety, deficiencies, cost, project budget, etc. It will be conducted principally in person or video conferencing as per request.	Meeting agenda and minutes	Juan, Sarah

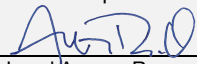

DURING CONSTRUCTION			
Activity	Description	Deliverables	Team Experience
Monthly Project Report (MPR)	Prepare and submit a monthly report, i.e., SWPPP updates, RFIs, CCOs, potential claims, construction activities update, the project budget and schedule status, highlights, and critical issues.	List of critical issues, CCO summary, schedule impact, work progress forecast	Juan, Sarah
Certified Payroll	Review certified payroll records and ensure compliance.	Accurate documentation	Juan, Mohammad, Sarah
Labor Compliance	Monitor compliance with the applicable labor laws and contract requirements, such as prevailing wage requirements. Coordinate with the City.	Verify Payrolls, Employee Interviews	Juan, Mohammad, Sarah
SWPPP	Assist and review, approve and monitor the Contractor's SWPPP. Review, monitor, document, and enforce contractor safety procedures for compliance with laws and regulations.	SWPPP review and updates	Dion, Juan
Construction Coordination	Ensure coordination with the City, Contractor, surveyor, material inspector and utility companies, design engineer, US Army Corp of Engineers, California Department of Fish and Wildlife, cities, and the public.	Monitor/Track/Coordinate	Ashraf, Juan, Scott, Sarah, Inspectors
Shop Drawings and RFI	Coordinate review of shop drawings and RFI with the designer.	Log and track submittal request	Juan, Scott
Deficiency Log	Maintain a log of non-compliant work items. Assist in the implementation and processing of change orders.	Deficiency Log	Juan, Sarah
Daily Inspection Report	Document contractor's daily operations. Provide daily diaries.	Daily reports, field measure	Juan, Inspectors
Shoring Plans	Review and approve shoring plans.	Review and approve	Scott, Juan
Document Control	Adhere to City procedures, maintain a hard-copy file, and maintain a construction filing system.	Accurate documentation	Juan, Sarah
Process Submittals Weekly / Working Days	Review and track all submittals for completeness and constructability. Issue a weekly statement of working days, showing days remaining, rain days, etc.	Submittal Approvals & Log	Juan, Scott, Sarah
Construction Safety Health Safety Program/ Monitoring	Review, monitor, document, and enforce contractor safety procedures for compliance with laws and regulations. Safety requirements, training, certification, the City/OSHA Requirements, Caltrans Construction Manual, and State of CA Construction Safety orders. Implement all new guidelines associated with the COVID-19 Pandemic for personal safety & social distancing.	Conduct regular safety/tailgate/ meetings	Ashraf, Juan, Dion, Scott, Inspector
"As-Built" Drawings	Review the Contractor's red line drawings submitted to the designer.	As-Built Redline	Juan, Scott, Inspector
Permits /Easements, Utility Relocation	Continuation of pre-construction activities. Assist in the coordination and scheduling of utility work.	Permits, Easements	Ashraf, Juan
Cost Review Contract Change Orders /Claims (CCO)	Perform claims administration, coordination and monitoring claims, response preparation, logging claims, and tracking claims status. Review CCOs proposed by the Contractor. Recommend needed CCOs, and track cash flow for CCOs.	Claims assistance and Logs of Potential and Issued CCOs	Ashraf, Juan, Scott
CHP-COZEPP & Caltrans Coordination	Coordinate activities and closures with the City, Caltrans, and CHP	Notifications/form s submittals/budget s	Ashraf, Juan, Sarah, Inspectors

OUTSOURCED PROJECT SUPPORT			
Activity	Description	Deliverables	Team Experience
Construction Survey	Perform survey and monitor survey requirements. Establish control /grade stakes for basic line and grade.	Survey Staking, Record of Survey	Juan, Sarah, CL Survey, Psomas
Right-of-Way Lines / Special Design	Perpetuate existing monumentation. Final monumentation. Identify the location, which includes drainage, utility, and survey.	Restoring, Renewing, resetting	Juan, Sarah, CL Survey, Psomas
Material Sampling and Testing /Geotechnical	Provide and monitor material testing, and review geotechnical reports that conform to Caltrans standards, specifications, and special provisions.	Testing Results	Juan, Sarah, Converse, Leighton
Quality Assurance / Inspection	Inspect work to ensure compliance with contract documents. Reject unacceptable work using Deficiency Log. Observe the work of special inspectors when required.	Daily Inspection Reports, NCR, and Deficiency Log	Juan, Sarah, ZTC, Leighton
Environmental Compliance	Monitor, develop, review, and ensure environmental commitment report requirements compliance. Review and enforce requirements stipulated in permits issued by regulatory and environmental agencies. Maintain/update the master Environmental Commitments Record (ECR) for project compliance /audit. Establish an Archaeological Monitoring Area (AMA) and an Environmentally Sensitive Area (ESA) plan.	Reports and Inspection	Ashraf, Juan, Sarah, Wood
Community Outreach Drone Services Progress Photos	Holding an open house community meeting, a groundbreaking event, a coordinating community meeting, and a ribbon-cutting event. Take pre-construction photos and videotape conditions. (Flyer, web page, social media). Daily photos, Drone flights, Aerial photos and videos. Provide extensive photography, social media, app development, FAA drone laws, and 3D modeling experience.	Photo log, Daily, Weekly and Monthly Reports	Juan, Sami, Kevin, Sarah, Arellano
POST CONSTRUCTION			
Activity	Description	Deliverables	Team Experience
Project Closeout	Conduct final inspection and walk-through, including maintenance and service personnel, and issue preliminary and final punch list. Coordinate with the City, design engineer, US Army Corp of Engineers, California Department of Fish and Wildlife, Caltrans, and utility companies.	Punch List and Notice of Completion	Ashraf, Juan, Scott, Sarah, Inspectors
"As-Built" Drawings	Review the Contractor's red line drawings and submits them to the designer.	As-Built Redline Drawings	Ashraf, Juan, Scott, Sarah
Final Walk-through	Conduct a final walk-through with the City, Caltrans, local agencies, contractors, and design engineers.	Walk-through	Ashraf, Juan, Scott, Sarah
Final Pay Request Certificate of Completion	Process the Contractor's final payment request, issue a Certificate of Completion, and obtain applicable permits and a Project Final Report.	Final pay request, Certificate of Completion	Ashraf, Juan, Sarah

ATTACHMENT NO. 03 – CONSULTANT CONTRACT DBE COMMITMENT

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: City of Temecula 2. Contract DBE Goal: 19%
 3. Project Description: I-15/French Valley Parkway Improvements, Phase II PW 16-01
 4. Project Location: Along I-15 from Winchester Road/I-15 Interchange north of the I-15/I-215 Junctions
 5. Consultant's Name: FALCON Engineering Services, Inc. 6. Prime Certified DBE:

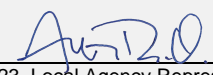

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Community Outreach	41199	Arellano Associates, Genoveva Arellano, President 5851 Pine Avenue, Suite A, Chino Hills, CA 91709 909.627.2974, garellano@arellanoassociates.com	1%
Construction Survey	38284	CL Surveying, Daniel Calvillo, President 400 East Rincon St. Suite 202, Corona, CA 92879 909.484.4200, Dan@cl-survey.com	9%
Scheduling	50602	CMC Project Solution, Chrissy Constantino, President 11761 Clover Lane, Garden Grove, CA 92841 877.778.2337, ccostantino@cmcprojectsolutions.com	1%
Roadway/Structure Inspection	50918	Skyline Consultants, Maliha Malik, President 2900 Crestview Drive, Norco, CA 92860 951.316.6408, mmalik@skylineconsults.com	8%
Local Agency to Complete this Section			
17. Local Agency Contract Number: <u>PW16-01</u> 18. Federal-Aid Project Number: <u>INFRALUL-5459(031)</u> 19. Proposed Contract Execution Date: <u>04/11/2023</u> 20. Consultant's Ranking after Evaluation: <u>1</u> Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			11. TOTAL CLAIMED DBE PARTICIPATION 19 %
21. Local Agency Representative's Signature: <u></u> 22. Date: <u>03/06/2023</u> 23. Local Agency Representative's Name: <u>Avlin R. Odviar, PE</u> 24. Phone: <u>951-693-3969</u> 25. Local Agency Representative's Title: <u>Principal Civil Engineer</u>			IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required. 12. Preparer's Signature: <u></u> September 1, 2022 13. Date 14. Preparer's Name: <u>Maha Faqih</u> (951) 768-9419 15. Phone 16. Preparer's Title: <u>President</u>

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: City of Temecula 2. Contract DBE Goal: 19%
 3. Project Description: I-15/French Valley Parkway Improvements, Phase II PW 16-01
 4. Project Location: Along I-15 from Winchester Road/I-15 Interchange north of the I-15/I-215 Junctions
 5. Consultant's Name: FALCON Engineering Services 6. Prime Certified DBE: 7. Total Contract Award Amount: \$8,880,275.70
 8. Total Dollar Amount for **ALL** Subconsultants: \$3,812,609.80 9. Total Number of **ALL** Subconsultants: 11

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount	
Community Outreach	41199	Arellano Associates, Genoveva Arellano, President 5851 Pine Avenue, Suite A, Chino Hills, CA 91709 909.627.2974, garellano@arellanoassociates.com	\$120,000	
Construction Survey	38284	CL Surveying, Daniel Calvillo, President 400 East Rincon St. Suite 202, Corona, CA 92879 909.484.4200, Dan@cl-survey.com	\$800,000	
Scheduling	50602	CMC Project Solution, Chrissy Constantino, President 11761 Clover Lane, Garden Grove, CA 92841 877.778.2337, ccostantino@cmcprojectsolutions.com	\$100,000	
Roadway/Structure Inspection	50918	Skyline Consultants, Maliha Malik, President 2900 Crestview Drive, Norco, CA 92860 951.316.6408, mmalik@skylineconsults.com	\$744,836.89	
Local Agency to Complete this Section				
20. Local Agency Contract Number: <u>PW16-01</u>			14. TOTAL CLAIMED DBE PARTICIPATION \$ 1,764,836.89 19 %	
21. Federal-Aid Project Number: <u>INFRALUL-5459(031)</u>				
22. Contract Execution Date: <u>04/11/2023</u>				
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.	
	<u>03/06/2023</u>			<u>11/30/2022</u>
23. Local Agency Representative's Signature	24. Date	15. Preparer's Signature		16. Date
<u>Avlin R. Odviar, PE</u>	<u>951-693-3969</u>	Maha Faqih		<u>951.768.9419</u>
25. Local Agency Representative's Name	26. Phone	17. Preparer's Name		18. Phone
<u>Principal Civil Engineer</u>		President		
27. Local Agency Representative's Title		19. Preparer's Title		

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

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