

**AGREEMENT FOR CONSULTANT SERVICES BETWEEN  
CITY OF TEMECULA AND NV5, Inc.**

**MARGARITA RECREATION CENTER, PROJECT NO. PW17-21**

**THIS AGREEMENT** is made and effective as of **February 26, 2019** between the **City of Temecula**, a municipal corporation hereinafter referred to as "**City**"), and **NV5, Inc, a Corporation**, (hereinafter referred to as "**Consultant**"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

**1. TERM**

This Agreement shall commence on **February 26, 2019**, and shall remain and continue in effect until tasks described herein are completed, or 3 years, whichever occurs first, unless sooner terminated pursuant to the provisions of this Agreement.

The City may, upon mutual agreement, extend the contract.

If Agreement is extended beyond the original term, the Agreement price shall be adjusted at the beginning of each calendar year in accordance with the changes in the Consumer Price Index for all Urban Consumers in the Los Angeles-Anaheim-Riverside Area published monthly by the United States Bureau of Labor Statistics (CPI).

**2. SERVICES**

Consultant shall perform the services and tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

**3. PERFORMANCE**

Consultant shall at all times faithfully, competently and to the best of his or her ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

**4. PREVAILING WAGES**

Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Contractor from the Director of the Department of Industrial Relations. Copies may be obtained from the California Department of Industrial Relations Internet website at <http://www.dir.ca.gov>. Contractor shall provide a copy of prevailing wage rates to any staff or sub-contractor hired, and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of Sections 1720, 1725.5, 1771.1(a), 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the

Labor Code, Contractor shall forfeit to the City, as a penalty, the sum of \$200.00 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this Agreement, by him or by any subcontractor under him, in violation of the provisions of the Agreement. This project, work, or service will be subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR) pursuant to Labor Code Section 1771.4.

## **5. REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS**

Registration with the Department of Industrial Relations (DIR) is mandatory as a condition for bidding, providing certain services, and working on a public works project as specified in Labor Code Section 1771.1(a). Contractor and any subcontractors must be registered with the Department of Industrial Relations to be qualified to bid, or provide a proposal and/or time and material quote or be listed in a bid, proposal or quote, subject to the requirements of Public Contract Code Section 4104; or engage in the performance of any contract that is subject to Labor Code Section 1720 et seq., unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor and subcontractors will be required to provide proof of registration with the DIR. For more information regarding registration with the Department of Industrial Relations, refer to <http://www.dir.ca.gov/Public-Works/PublicWorks.html>

## **6. PAYMENT**

a. The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B, other than the payment rates and schedule of payment, are null and void. This amount shall not exceed **Eight Hundred Eighty Thousand Three Hundred Sixty Five Dollars (\$880,365.00)** for the total term of this agreement and a contingency amount of **Eighty Eight Thousand Thirty Six Dollars and Fifty Cents (\$88,036.50)** for a total not to exceed Agreement amount of **Nine Hundred Sixty Eight Thousand Four Hundred One Dollars and Fifty Cents (\$968,401.50)** unless additional payment is approved as provided in this Agreement.

b. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

The City Manager may approve additional work up to ten percent (10%) of the amount of the Agreement as approved by City Council. Any additional work in excess of this amount shall be approved by the City Council.

c. Consultant will submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. For all reimbursements authorized by this Agreement Consultant shall provide receipts on all reimbursable expenses in excess of fifty dollars (\$50) in such form as approved by the Director of Finance.



**7. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE**

a. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

b. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City, pursuant to Section entitled "**PAYMENT**" herein.

**8. DEFAULT OF CONSULTANT**

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

b. If the City Manager or his delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Consultant with written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

**9. OWNERSHIP OF DOCUMENTS**

a. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts there from as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

b. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files containing data generated for the work, Consultant shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

c. With respect to the design of public improvements, the Consultant shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit A, without the written consent of the Consultant.

#### **10. INDEMNIFICATION, HOLD HARMLESS, AND DUTY TO DEFEND**

a. Indemnity for Design Professional Services. In the connection with its design professional services, Consultant shall hold harmless and indemnify City, and its elected officials, officers, employees, servants, designated volunteers, and those City agents serving as independent contractors in the role of City officials (collectively, "Indemnitees"), with respect to any and all claims, demands, damages, liabilities, losses, costs or expenses, including reimbursement of attorneys' fees and costs of defense (collectively, "Claims" hereinafter), including but not limited to Claims relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate in whole or in part to the negligence, recklessness, or willful misconduct of Consultant or any of its officers, employees, sub-contractors, or agents in the performance of its professional services under this Agreement.

b. Other Indemnities. In connection with any and all claims, demands, damages, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense (collectively, "Damages" hereinafter) not covered by Paragraph 9.a. above, Consultant shall defend, hold harmless and indemnify the Indemnitees with respect to any and all Damages, including but not limited to, Damages relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to acts or omissions of Consultant or any of its officers, employees, subcontractors, or agents in the performance of this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the City, as determined by final arbitration or court decision or by the agreement of the parties. Consultant shall defend Indemnitees in any action or actions filed in connection with any such Damages with counsel of City's choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant duty to defend pursuant to this Section 9.b. shall apply independent of any prior, concurrent or subsequent misconduct, negligent acts, errors or omissions of Indemnitees."

#### **11. INSURANCE REQUIREMENTS**

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.

a. Minimum Scope of Insurance. Coverage shall be at least as broad as:

i. Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88.

ii. 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.

iii. 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.

iv. Professional Liability Insurance shall be written on a policy form providing professional liability for the Consultant's profession.

b. Minimum Limits of Insurance. Consultant shall maintain limits no less than:

1. General Liability: One million (\$1,000,000) 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: One million (\$1,000,000) 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.

Worker's Compensation insurance is required only if Consultant employs any employees. Consultant warrants and represents to the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency that it has no employees and that it will obtain the required Worker's Compensation Insurance upon the hiring of any employees.

4. Professional Liability Coverage: One million (\$1,000,000) per claim and in aggregate.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions shall not exceed Twenty Five Thousand Dollars and No Cents (\$25,000).

d. 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's 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 insurance coverage shall be primary insurance as respects the City, 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/or 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: should the policy be canceled before the expiration date the issuing insurer will endeavor to mail thirty (30) days' prior written notice to the City.

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.

e. 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.

f. 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.

## **12. INDEPENDENT CONTRACTOR**

a. Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

b. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

## **13. LEGAL RESPONSIBILITIES**

The Consultant shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the

performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

#### **14. RELEASE OF INFORMATION**

a. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents or subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

b. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

#### **15. NOTICES**

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

**Mailing Address:** City of Temecula  
Attn: City Manager  
41000 Main Street  
Temecula, CA 92590

**To Consultant:** NV5, Inc.  
Attn: Peter Salgado  
9890 Irvine Center Drive,  
Irvine, CA 92618

#### **16. ASSIGNMENT**

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Upon termination of this

Agreement, Consultant sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Consultant.

**17. LICENSES**

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

**18. GOVERNING LAW**

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Temecula. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

**19. PROHIBITED INTEREST**

No officer, or employee of the City of Temecula that has participated in the development of this agreement or its approval shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Consultant, or Consultant's sub-contractors for this project, during his/her tenure or for one year thereafter. The Consultant hereby warrants and represents to the City that no officer or employee of the City of Temecula that has participated in the development of this agreement or its approval has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, the proceeds thereof, or in the business of the Consultant or Consultant's sub-contractors on this project. Consultant further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

**20. ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

**21. AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he or she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder. The City Manager is authorized to enter into an amendment on behalf of the City to make the following non-substantive modifications to the agreement: (a) name changes; (b) extension of time; (c) non-monetary changes in scope of work; (d) agreement termination.



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

**CITY OF TEMECULA**

**NV5, Inc.**


*(Two Signatures of corporate officers required unless corporate documents authorize only one person to sign the agreement on behalf of the corporation.)*

By: \_\_\_\_\_  
Michael S. Naggar, Mayor

By:  \_\_\_\_\_  
Todd George, P.E. Senior Vice-President

**ATTEST:**

By: \_\_\_\_\_  
RANDI JOHL, CITY CLERK

By:  \_\_\_\_\_  
Jeff Cooper, P.E. Director of Infrastructure

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Peter M. Thorson, City Attorney

Consultant

NV5, Inc.

Peter Salgado

9890 Irvine Center Drive

Irvine, CA 92618

Fax: 949-585-0433

Email: [peter.salgado@nv5.com](mailto:peter.salgado@nv5.com)

PM Initials:
Date:

## **EXHIBIT A**

### **TASKS TO BE PERFORMED**

*The specific elements (scope of work) of this service include:*

*All tasks to be performed are per the proposal provided by the Contractor attached hereto and incorporated herein as though set forth in full.*

## MARGARITA RECREATION CENTER PW17-21

### PROPOSED SCOPE OF WORK

#### I. Finalizing the Program, Project Budget and Preparation of Bridging Documents

- a. NV5 will work with City staff to confirm and refine the City's Needs Assessment and Architectural Program as required, based upon project budget.
- b. NV5 will prepare a preliminary geotechnical report as required for a 1-2 story structure and a pool.

**Deliverable:** Preliminary geotechnical report

**Fee = \$15,000**

- c. NV5 will conduct a boundary and topographic survey and prepare a base map indicating site topography (1 foot contours), existing utilities, improvements and easements. This document will then be used for proposed architectural site plan options.

**Deliverable:** Boundary and topographic survey with 1 foot contours showing all existing utilities, improvements and easements

**Fee = \$7,210**

- d. This refinement of the Program discussed above will be an iterative process and will involve up to (3) three options and associated concept designs. It would be expected that an Advisory Committee would be formed that best represents the users' interests and NV5 will produce a concept design that is feasible within the project budget as well as meets the goals/objectives of the Advisory Committee. Each of the three options will include a cost estimate and preliminary schedule that can be utilized for decision-making purposes.

Upon approval and selection of a conceptual design, NV5 will prepare the Bridging Documents and Design Guidelines, including schematic designs and technical specifications for Architectural, Civil, Structural, Mechanical, and Electrical improvements. The package will also include a detailed project estimate outlining all soft costs (design, permits, fees, and other consultants), and hard costs (off-site and on-site construction, FF and E, and contingencies); as well as an overall CPM schedule covering acquisition of the Design Build Team (DBT), design, permitting, construction, post-construction and closeout. The Bridging Documents and Design Guidelines will establish and define the various requirements the DBT must adhere to as final design documents are prepared.

**Fee = \$15,180**

**Deliverables:**

- 1) Three (3) concept design options with associated budgets and schedules

Architectural Fee = \$47,250

Civil fee = \$22,520

Mechanical, Electrical and Structural Engineering = \$30,000

Concept design estimate = \$2,640

- 2) One (1) schematic design including architectural, mechanical electrical and civil and technical specifications = \$44,625

- 3) Detailed schematic design estimate including all hard and soft costs = \$8,250

**TOTAL FEE Task I = \$192,675**

## **II. CEQA Compliance**

NV5 will assist the City with CEQA and permitting pathway decisions based on the 30% project footprint. NV5 will prepare a Focused Initial Study Checklist (Focused Checklist) in order to identify potential resource issues and impacts, and if needed, the technical studies that may be needed to support the City's CEQA decision. Based on the Focused Checklist, NV5 will develop and provide a CEQA Determination Memo that would summarize and document the recommendations.

### **Deliverables:**

- 1) Initial Study Checklist = \$2,625
- 2) CEQA Determination memo = \$2,625

**TOTAL FEE Task II = \$5,250**

## **III. Design-Build Team (DBT) Prequalification**

- a. NV5 will assist the City (or prepare on behalf of the City depending on what is needed) in the preparation of the DBT Request for Qualifications (RFQ). This document will contain the various categories (company experience, claims history, safety history, financial stability, design/build experience, experience of the design firm that is proposing with the DBT, etc) and the associated points on which the proposing firms will be rated.
- b. NV5 will assist the City in the advertisement of the RFQ.
- c. NV5 will work with the City as part of a panel to rate the various firms proposing to determine which firms are prequalified to receive the Request for Proposals (RFP) and submit associated design-build proposals.

**Deliverable: RFQ for DBT = \$7,980**

**TOTAL FEE Task III = \$7,980**

## **IV. Solicit DBT Proposals and Award Contract**

- a. NV5 will assist the City (or prepare RFP "draft" in its entirety should City need) in the preparation of the DBT RFP. This document will include a request for design fees, DBT's general conditions, insurance and fee (overhead and profit).
- b. NV5 will work with the City and the City's attorney to prepare the Design-Build Agreement that will be an attachment to the RFP.
- c. NV5 will provide "as-needed" assistance during the RFP solicitation period (preparing addenda, answering questions during RFP process, etc.)
- d. NV5 will assist the City in the evaluation of the proposals, participate in panel interviews, assist in establishing selection criteria and make a recommendation for award (determination of "best value")
- e. NV5 will attend City Council meetings as necessary for Council approval

### **Deliverables:**

- 1) RFP for DBT = \$8,040
- 2) Design Build Agreement = \$2,640
- 3) Proposal tabulation and recommendation for award of DBT contract = \$3,300

**TOTAL FEE Task IV = \$13,980**



## **V. Design and Permitting**

- a. NV5 will oversee the design during the various stages to ensure that the requirements of the contractual Bridging Documents are being met or exceeded.
- b. NV5 will conduct regular monthly meetings with DBT to monitor progress.
- c. NV5 will conduct a design kick-off meeting with DBT, City staff and other stakeholders who are a part of the project. At this meeting, we will establish lines of communication and protocol between team members, and we will establish ourselves as the main point of contact between all parties.
- d. NV5 will attend meetings with City staff to review/ensure that proposed design is in accordance with the Bridging Documents and Design Guidelines for the project. We will ensure that design reviews by City Staff and other stakeholders are conducted in a timely manner and that all comments are addressed.
- e. NV5 will review DBT's estimates at completion of 60%, 90% and 100% Construction Documents and provide input as necessary for value engineering options and decisions. In addition, NV5 will perform independent cost estimates at all three stages above. This will help ensure (independently from the DBT's estimate) that the project's budget is not being exceeded.
- f. NV5 will perform constructability reviews of DBT's plans at 60%, 90% and 100% Construction Documents and coordinate and oversee all plan check and permitting with authorities having jurisdiction
- g. NV5 will assist in resolving Code-related issues that arise as plan check corrections from the City's various department's having jurisdiction including Fire, County Health, Public Works, Riverside County Flood Control & Water Conservation District, NPDES, California State Water Resources Control Board, U.S. Army Corps of Engineers, California Department of Fish and Wildlife and Building Departments.

### **Deliverables:**

#### **1) Monthly design review meeting minutes**

#### **2) Three (3) cost estimates at 60%, 90% and 100% construction documents**

60% estimate = \$8,250

90% estimate = \$10,725

100% estimate = \$10,725

#### **3) Three (3) constructability reviews at 60%, 90% and 100% construction documents**

60% review = \$7,500

90% review = \$10,000

100% review = \$7,500

CM fee = \$50,300

Architectural fee = \$15,750

Civil fee = \$5,000

**TOTAL FEE Task V = \$125,750**

**VI. Establishment of GMP (Guaranteed Maximum Price)**

- a. NV5 will oversee the DBT's bidding of the various project bid packages to assemble and finalize the contract GMP.
- b. NV5 will assist City staff in negotiating the GMP.
- c. NV5 will work in conjunction with City staff to prepare the staff report required prior to City Council action/approval.
- d. NV5 will attend Council meeting(s) as required and make presentations for recommended contract award.

**Deliverable:** Recommendation for GMP contract price in staff report for City Council

**Fee = \$6,960**

**TOTAL FEE Task VI = \$6,960**

**VII. Project Schedule**

- a. Project Schedule – As mentioned above, NV5 will prepare an overall project schedule that includes the various phases of the work required including DBT prequalification, preparation of Design/Build RFP and solicitation of DBT proposals, design/permitting, construction, post-construction, and closeout.

**Deliverable:** Updates of project schedule as needed

**Fee = \$3,960**

**TOTAL FEE Task VII = \$3,960**

**VIII. Public Outreach**

- a. Public Outreach during the design phase will help facilitate and resolve community concerns and complaints during construction, promote ownership of and support for the project, and foster a more cooperative relationship with the surrounding residents and business owners. We will work with City staff to conduct public outreach events to provide general information on the project (scope, cost and schedule) and solicit input from concerned residents. Community focus groups and question-and-answer sessions have worked well for our team in the past. We can assist City in conducting these types of events.
- b. If the City requires assistance in preparation of the notification, we have an in-house graphic designer that can format notifications/flyers to the City's satisfaction.
- c. If the City desires, NV5, as a part of its construction support services, can establish a 24-hour toll-free project hotline. We can also create a recorded message that includes project information and updates and give callers the option to leave messages.

**Fee = \$5,735**

**TOTAL FEE Task VIII = \$5,735**

## **IX. Pre-Construction Phase**

NV5 views construction management not simply as a list of tasks grouped by category but as a sequential and thorough process. We will provide all of the following tasks we believe may be required to meet the project objectives.

This phase is essential to establishing communications, setting protocols, and building the procedural framework for the project. In particular, we establish communications between the project team, including the construction management team, City staff, the engineering design team, the contractor, utility companies, and other interested parties, to the resolution of construction issues. Our pre-construction services can include:

- a. Review funding with the City to affirm the special requirements affecting the work and identify accounting and reporting requirements that will be followed.
- b. Develop a project-specific management plan that outlines the procedures for all team communications, reporting, review and approval of critical submittals, protocol for weekly meetings, distribution of documentation, change order procedures, and other necessary procedures in order to streamline the project. Ensure buy-in from all project members prior to the start of construction.
- c. Establish and ensure implementation of a coordination plan to coordinate work (e.g. utility facility relocations) and work impact (e.g. traffic and access) with all affected agencies including utilities, Police and Fire departments, home owner associations, and special districts.
- d. Prepare a master project schedule and follow up with DBT on a regular basis to make sure completion is in accordance with project milestones.
- e. Ensure that each member of our project team will have access to a mobile office, which includes a laptop, Internet/e-mail access, mobile phone, mobile project files, digital cameras and other required materials. Our construction managers are always available via mobile phone for easy access and continuous communication.

### **Deliverables:**

- 1) Procedural management plan for construction
- 2) Final project master schedule

**Fee: \$2,040**

**TOTAL FEE Task IX = \$2,040**

## **X. Construction Phase**

NV5 will focus on the daily tasks that are required to ensure the DBT is executing the work according to the accepted CPM baseline schedule, the budget is maintained, and the City is informed and involved on all decisions and aspects as the project is delivered. Timing is critical, and expedient managerial procedures will be a key factor for staying on schedule and within budget. Our construction phase services can include:

- a. Facilitate a pre-construction meeting to cover, at a minimum, the overall project objectives, responsibilities of key personnel and agencies, schedules, schedule of values, submittal procedures, correspondence, utility relocations, local agency permit requirements, RFI processes, progress payments, change orders, safety issues, emergency response requirements, and all other pertinent topics. NV5 will provide opportunities to have the DBT's questions answered and will collect all of the required submittal items at that time. Meeting agendas and minutes will be prepared and distributed to all attendees.



- b. Coordinate weekly progress meetings with City staff and the DBT to update the status of the project and discuss the schedule, near-term activities, clarifications and problems that need resolution, coordination with other contractors, change order/submittal/RFI status, safety issues, and OSHA visits and citations. Coordination will also include preparation of agendas and meeting minutes. Meeting minutes will be distributed to the contractor and City staff for comments within three (3) days and the final and approved minutes within two working days of receipt of comments.
- c. Immediately document and notify the City of any defects or hazardous conditions observed in the vicinity of the project site prior to, during, or after the construction work.
- d. Provide project coordination for project control during the construction period by monitoring the DBT's work progress, personnel, equipment and materials to ensure that adequate resources are available to meet the project schedule and that the DBT's work is in compliance with the contract documents. Coordination will include ensuring that City activities (such as bus routes, street sweeping and trash pick-up) and responsibilities are addressed and appropriately scheduled so as not to affect the progress of the work.
- e. Require the DBT to maintain an updated set of drawings, specifications, addenda, bulletins, change orders, or other document updates at the jobsite. Updates shall incorporate modifications and changes from all sources such as submittals, RFIs, field orders, etc.
- f. Process RFIs and ensure timely distribution to and response by appropriate project team members (City staff, engineer, other agencies). Response to RFIs will take no longer than seven (7) calendar days. We will coordinate all technical support and constructability reviews during preparation of responses to RFIs and maintain an RFI log to track closed and outstanding RFIs.
- g. Ensure an efficient submittal process, beginning with the DBT delivering a submittal schedule for review within 10 calendar days after the effective date of the construction contract. NV5 will provide technical support during review of the submittal schedule (and at a minimum weekly thereafter) to ensure compliance with the contract documents and note any matters of concern to the City, such as potential impacts to schedule. We will monitor, process, and forward for approval all submittals and ensure timely distribution to and review by appropriate project team members (City staff, engineer, and other agencies).
- h. Review and recommend for approval the DBT's CPM baseline schedule and, upon acceptance, adopt for the remainder of the project. Monitor work progress in accordance with this baseline schedule on a daily, weekly, and monthly basis to ensure the contractor maintains all milestone and critical-path dates. Indicated slippage will be addressed during the project meetings and written reports.
- i. Review and respond to requests for design revisions by the DBT. Provide recommendations and forward all responses for approval to the City and/or design engineer prior to transmitting to the DBT.
- j. Coordinate evaluation of and provide recommendations for "or-equal" or product substitution requests with the design engineer, City, vendors, manufacturers, and others.
- k. Initiate and review field orders when a change in the work is needed. We will issue field orders to the DBT and monitor the work for compliance. Changes will be logged and recorded in the record specifications and plans. If required, we will follow-up with a change order within 14 calendar days of mutual agreement with the DBT on pricing and conditions.
- l. Receive, evaluate for reasonableness and cost effectiveness, negotiate, and recommend for approval any submitted change orders by applying knowledge of prevailing wage rates, material unit cost guide publications, quantity take-offs, or other measures required in order to substantiate and/or negotiate change orders. Maintain a change order log to track executed and potential change orders and monitor the amounts against the total construction contract.



- m. Develop a cost control system to monitor actual versus estimated costs, differences will be included in weekly status meetings. For authorized work, accounting records will be maintained and for any additional work, accounting records will reflect actual costs of time and materials.
- n. Review DBT's Safety Program for compliance with City standards as well as any OSHA regulations. Recommend contractor(s) submit site-specific safety plans that identify the risks and liability arising from specific operations relating to the project.
- o. Maintain a safe working environment. All NV5 personnel will wear hard hats, safety vests, and rubber-soled shoes at all times while on site.
- p. Create and maintain a daily account of all construction activities. Request, review, analyze, and use for reporting, the daily construction reports as generated by the DBT. This will be a vital source of information for identifying and reviewing potential delays, weather impacts, labor shortages, untimely deliveries of long lead items, and other factors that can lead to schedule and cost impacts. Adverse findings will be included in weekly status meetings.
- q. Review and forward for approval the DBT's payment applications. Conduct the monthly "pencil draft" review with the DBT to review the progress to date and verify that payment applications represent work in place and are in compliance with the accepted Schedule of Values and the requirements of the construction documents. Once the payment applications are reviewed and approved, and once we have verified that the DBT's record drawings are current, the construction schedule is updated, and weekly certified payroll reports are submitted, we will forward to the City for approval.
- r. Inspection Services – we will provide all inspections not provided by the City Building Department including inspection of work to ensure conformance with plans and specifications as well as Code-required Special Testing & Inspection as provided by a Testing Lab (these services include, but are not limited to, reinforcing steel and concrete placement, welding of structural steel, reinforced masonry and shear panels (if required))

**Deliverables:**

- 1) **Weekly project meeting minutes**
- 2) **Field Orders as needed**
- 3) **Review negotiate and submit recommended change orders for approval**
- 4) **Daily site reports with weather conditions, manpower, work activities, progress and special concerns**
- 5) **Track and summarize as necessary and change order work performed on a time & material basis**
- 6) **Special testing and inspection reports and results = \$50,000**
- 7) **Geotechnical testing and inspection reports = \$15,000**
- 8) **Labor Compliance = \$30,135**

**CM, Admin and Resident Inspection Fee = \$413,400**

**TOTAL FEE Task X = \$508,535**

## **XI. Post-Construction**

NV5 is committed to executing an expedient closeout schedule. We have had considerable success in outlining the requirements during the initial start of construction and monitoring progress on a monthly basis with milestones. Our philosophy on such projects is "closeout starts during pre-construction." Our efforts will begin at the outset to outline and anticipate all project closeout deliverables. Financial

closeout is a critical activity and it is best to have the DBT negotiate final contract amounts once their subcontractors' scope of work is complete. Our post-construction phase services can include:

- a. Compile detailed punch-lists with City, consultants and DBT. NV5 will conduct a preliminary walk-through with the DBT to ensure there are no blatant issues and to generate a preliminary punch-list. After completion of the preliminary punch-list items, NV5 will conduct a punch-list walkthrough with the City, consultants and DBT consultants to generate a punchlist. All punch-lists generated will include schedules for completion and we will verify completion of all items.
- b. In the event DBT's claims arise, NV5 will act on behalf of the City to review, evaluate, negotiate and recommend rejection/approval of such claims by our in-house expertise. All potential claims will be identified, logged, monitored and reported immediately to the City. Monitor the collection and completeness of the closeout packages for all components, and then turn in the final project records and documents to the City.
- c. Investigate any claims for damages by private parties and respond in writing within two calendar days of receipt of claim. Responses will be coordinated with the City's project manager.
- d. Advise the City when it is appropriate to file the Notice of Completion based on all expired time and other conditions required.
- e. Review the DBT's final application for payment for completeness and forward to City for approval.
- f. Maintain all relevant records for a minimum three (3) years. Allow all authorized federal, state, county, and City officials access to all relevant contract records pertinent to these projects.

**Deliverables:**

- 1) Final application for payment recommended for processing
- 2) Final punchlist and final punchlist completion status when 100% complete

**Fee = \$7,500**

**TOTAL FEE Task XI = \$7,500**

**GRAND TOTAL FEE = \$880,365**

ID	Task Mode	Task Name	Duration	Start	1st Half	Qtr 1
1		City Council approval of NV5 contract	1 day	Tue 2/26/19		
2		NTP	1 day	Wed 2/27/19		
3		Kickoff meeting	1 day	Tue 3/5/19		
4		Finalize Program and Prepare 3 concept plan options and budgets by NV5 (Task I)	40 days	Wed 3/6/19		
5		City review and selection of preferred option (Task I)	20 days	Wed 5/1/19		
6		CEQA Determination by NV5 (Task II)	20 days	Wed 5/29/19		
7		Schematic design and budget by NV5 (Task I)	60 days	Wed 5/29/19		
8						
9		NV5 Assist City to prepare/issue DBT RFQ (Task III)	20 days	Thu 3/14/19		
10		DBT prepare responses	20 days	Thu 4/11/19		
11		City and NV5 review and prequalify DBT's (Task III)	15 days	Thu 5/9/19		
12		NV5 Assist City to prepare DBT RFP (Task IV)	25 days	Thu 5/30/19		
13		Issue RFP and DBT submit DB proposals (Task IV)	30 days	Thu 7/4/19		
14		Review proposals and recommend award (Task IV)	10 days	Thu 8/15/19		
15		Staff Report and Council DBT contract approval	15 days	Thu 8/29/19		
16						
17		Design Development and Construction Documents by DBT (Task V)	110 days	Thu 9/19/19		
18		Public Outreach by NV5 (Task VIII)	191 days	Wed 5/29/19		
19		Plan Check and Permits (Task V)	50 days	Thu 2/20/20		
20		Advertise, Bid and finalize GMP (Task VI)	30 days	Thu 4/30/20		
21		Council approval of GMP	10 days	Thu 6/11/20		
22						
23		Mobilize (Task IX)	10 days	Thu 6/25/20		
24		Demo (Task X)	15 days	Thu 7/9/20		
25		Construction (Task X)	260 days	Thu 7/30/20		
26		Post-Construction and Project Close-Out (Task XI)	20 days	Thu 7/29/21		
27		PROJECT COMPLETION	0 days	Thu 8/26/21		

Project: MRC.contract.project.sch  
Date: Wed 2/6/19

Task		Project Summary		Inactive Milestone
Split		External Tasks		Inactive Summary
Milestone		External Milestone		Manual Task
Summary		Inactive Task		Duration-or

## **EXHIBIT B**

### **PAYMENT RATES AND SCHEDULE**

***Cost for services shall be as per Consultant's proposal attached hereto and incorporated herein as though set forth in full but in no event shall the total cost of services exceed \$968,401.50 for the total term of the Agreement unless additional payment is approved as provided in the Payment section of this Agreement.***



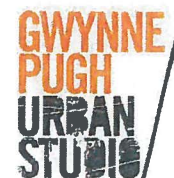
# Fee Schedule

Effective January 1, 2019 through December 31, 2019. If contract assignment extends beyond that date, a new rate schedule will be added to the contract.



ENGINEERING SERVICES		HOURLY RATE
Principal		\$230
Project Manager		\$215
Quality Assurance Manager		\$160
Senior Engineer		\$150
Project Engineer		\$135
Assistant Engineer		\$110
Designer		\$110
Engineering Technician		\$90
CADD Technician		\$90
Administration		\$90
CONSTRUCTION SERVICES		HOURLY RATE
Senior Construction Manager		\$165
Office Engineer		\$120
Project Controls Engineer		\$120
Construction Inspector (Prevailing Wage)		\$150
Construction Inspector (Non Prevailing Wage)		\$125
Building Inspector (Non-Prevailing Wage)		\$110
GEOTECHNICAL SERVICES		HOURLY RATE
Principal Engineer		\$190
Senior Engineer/Geologist		\$150
Staff Engineer/Geologist		\$110
Drilling Subcontractor Move On/Off		\$500
Drill Subcontractor		\$350
Plan Check Engineer		\$120
ENVIRONMENTAL SERVICES		HOURLY RATE
Environmental Manager		\$165
Environmental Planner		\$135
SURVEY SERVICES		HOURLY RATE
Survey Manager		\$180
Senior Surveyor		\$165
Associate Surveyor		\$130
Assistant Surveyor		\$100
Junior Surveyor		\$80
Project Assistant		\$75
2-Person Survey Crew (Party Chief & Inst. Person)		\$260
1-Person Survey Crew (GPS) Party Chief		\$155

\*Assumes prevailing wages are applicable for field work.



2800 28<sup>th</sup> Street, Ste  
171

Santa Monica, CA  
90405

T: +1 310 396 4540

## CIVIC FEE SCHEDULE

Principal Architect/Engineer	\$ 240.00 per hour
Senior Project Manager	\$ 175.00 per hour
Senior Designer	\$140.00 per hour
Designer	\$100.00 per hour
Draftsperson	\$100.00 per hour
Junior Designer	\$80.00 per hour
Intern	\$60.00 per hour
Office Manager/Staff	\$75.00 per hour

## FEES AND RATES

Pacific Resources Services prefers that a negotiated not-to-exceed project budget before commencing work, based on the following rates:

PACIFIC RESOURCES SERVICES – LABOR RATES 2018	
Principal	\$112.33
Senior Analyst	\$103.68
Analyst	\$78.63
Staff Support	\$56.16

All hourly costs are fully burdened. There are no additional costs (such as mileage, communication, etc.) to our client.

The expected fee for labor compliance monitoring services, based on an estimated construction amount of \$8,0000.00, the expected fee is \$25,600.00 **(Twenty-five thousand six hundred Dollars and no cents).**