

**AGREEMENT FOR  
PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES  
BETWEEN  
THE CITY OF CATHEDRAL CITY, CALIFORNIA  
AND  
FALCON ENGINEERING SERVICES INC.**

This Agreement for Professional Construction Management Services (“Agreement”) is entered into as of January 11, 2017 (“Effective Date”) by and between the City of Cathedral City, a municipal corporation (“City”) and Falcon Engineering Services Inc., a Corporation (“Consultant”). City and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

**RECITALS**

A. City has sought, by Request for Proposals, the performance of Construction Management services for the Date Palm Bridge Widening [Project], City Project Number 8914, defined and described particularly in Section 2 of this Agreement.

B. Consultant, following submission of a proposal for the performance of the services defined and described particularly in Section 2 of this Agreement, was selected by the City to perform those services.

C. Consultant was selected by the City on the basis of Consultant’s demonstrated competence and the professional qualifications necessary for the satisfactory performance of the services required.

D. Pursuant to the City of Cathedral City’s Municipal Code, City has authority to enter into this Consultant Services Agreement and the City Manager has authority to execute this Agreement.

E. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Section 2 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

**OPERATIVE PROVISIONS**

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

## **SECTION 1. TERM OF AGREEMENT.**

(a) Subject to the provisions of Section 28 "Termination of Agreement" of this Agreement, the Term of this Agreement is for 3 years commencing on the Effective Date, unless extended by contract amendment.

(b) Consultant is advised that any recommendation for award is not binding on City until the Agreement is fully executed and approved by City.

## **SECTION 2. SCOPE OF SERVICES & SCHEDULE OF PERFORMANCE.**

(a) Scope of Services. Consultant agrees to perform the services set forth in Exhibit "A" "Scope of Services" (hereinafter, the "Services") and made a part of this Agreement by this reference.

(b) Schedule of Performance. The Services shall be completed pursuant to the schedule specified in Exhibit "A." Should the Services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default of this Agreement. The City, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.

## **SECTION 3. ADDITIONAL SERVICES.**

Consultant shall not be compensated for any work rendered in connection with its performance of this Agreement that are in addition to or outside of the Services unless such additional services are authorized in advance and in writing in accordance with Section 35 "Administration and Implementation" or Section 37 "Amendment" of this Agreement. If and when such additional work is authorized, such additional work shall be deemed to be part of the Services.

## **SECTION 4. 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 Section 591 of the Vehicle Code, 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 Agreement, shall contain all of the provisions of this Section.

(d) Consultant must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 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 feet or deeper.

## **SECTION 5. COMPENSATION AND METHOD OF PAYMENT.**

(a) The method of payment for the Agreement will be based on actual cost plus a fixed fee. Subject to any limitations set forth in this Agreement, City agrees to reimburse Consultant for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead, and other direct costs) incurred by Consultant in the 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 specified in the approved Consultant's Cost Proposal, set forth in Exhibit "B" "Compensation" and made a part of this Agreement by this reference, unless additional reimbursement is approved in writing in accordance with Section 35 "Administration and Implementation" or Section 37 "Amendment" of this Agreement. 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 contract is required, the Term of Agreement or actual costs reimbursable by City shall be adjusted in accordance with Section 37 "Amendment" to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by amendment.

(b) In addition to the allowable incurred costs, City will pay Consultant a fixed fee amount of One Hundred Nine Thousand, Seven Hundred Fifty-Three dollars (\$109,753). The fixed fee is nonadjustable for the Term of Performance, except in the event of a significant change in the scope of work and such adjustment is made in accordance with Section 37 "Amendment" of this Agreement.

(c) Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.

(d) When milestone cost estimates are included in the approved Cost Proposal, Consultant shall obtain prior written approval for a revised milestone cost estimate in accordance with Section 35 "Administration and Implementation" of this Agreement before exceed such cost estimate.

(e) 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 the schedule set forth in Section 2 of this Agreement, City shall have the right to delay payment or terminate this Agreement in accordance with Section 28 "Termination of Agreement" of this Agreement.

(f) No payment will be made prior to approval of any work, nor for any work performed prior to approval of this Agreement.

(g) Consultant will be reimbursed, as promptly as fiscal procedures will permit upon receipt of itemized invoices in triplicate in accordance with Section 35 "Administration and Implementation" of this Agreement. Invoices shall be submitted no later than forty-five (45) 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 the City project number and title. Final invoice must contain the final cost and all credits due City including any equipment purchased under the provisions of Section 12 "Equipment Purchase" of this Agreement. The final invoice should be submitted within sixty (60) calendar days after completion of Consultant's work. Invoices shall be mailed to City as detailed in Section 33 "Notices" of this Agreement.

(h) The total amount payable by City, including the fixed fee, shall not exceed One Million, Six Hundred Seventy-Two Thousand, Six Hundred Twenty-Six dollars (\$1,672,626), unless additional compensation is approved in writing in accordance with Section 35 "Administration and Implementation" or Section 37 "Amendment" of this Agreement.

(i) Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by City in accordance with Section 35 "Administration and Implementation" of this Agreement. 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.

## **SECTION 6. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS.**

(a) Consultant agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.

(b) Consultant also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

(c) Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Consultant to City.

**SECTION 7.           AUDIT REVIEW PROCEDURES.**

(a) Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by Agreement, shall be reviewed by City's Chief Financial Officer.

(b) Not later than thirty (30) 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 ICR, are subject to audits or reviews such as, but not limited to, a contact audit, and incurred cost audit, and 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, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review, it is Consultants responsibility to ensure federal, state, or local government officials are allowed fully access to the CPA's work papers including making copies as necessary. The contract, Cost Proposal, and ICR shall be adjusted by Consultant and approved by City 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, state, or local governments have access to CPA work papers, will be considered a breach of Agreement terms and cause for termination of the Agreement pursuant to Section 28 "Termination of Agreement" and disallowance of prior reimbursed costs.

**SECTION 8.           DISPUTES.**

(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 Manager and City Engineer, who may consider written or verbal information submitted by Consultant.

(b) Not later than 30 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.

**SECTION 9. SUBCONTRACTING.**

(a) Nothing contained in this Agreement or otherwise, shall create any contractual relation between City and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to City for the acts and omissions of its subconsultant(s) 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 Consultant. Consultant's obligation to pay its subconsultant(s) is an independent obligation from City's obligation to make payments to Consultant.

(b) Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Agreement shall be subcontracted without written authorization in accordance with Section 35 "Administration and Implementation" of this Agreement, except that, which is expressly identified in the approved Cost Proposal.

(c) Consultant shall pay its subconsultants within ten (10) calendar days from receipt of such payment made to Consultant by City.

(d) All subcontracts entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.

(e) Any substitution of subconsultant(s) must be approved in writing by City in accordance with Section 35 "Administration and Implementation" of this Agreement prior to the start of work by the subconsultant(s).

**SECTION 10. RETENTION OF FUNDS.**

(a) Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

(b) No retainage will be withheld by the City from progress payments due the Consultant. Retainage by Consultant or subconsultants is prohibited, and no retainage will be held by Consultant from progress due subconsultants. Any violation of this provision shall subject the violating Consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the Consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultants and subconsultants.

## **SECTION 11. DISADVANTAGED BUSINESS ENTERPRISES (DBE).**

(a) This Agreement is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who obtain DBE participation on this Agreement will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

(b) The goal for DBE participation for this Agreement is 4.6%. Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1), or in the Consultant Contract DBE Information (Exhibit 10-O2) attached hereto under Exhibit B "Consideration" 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) DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement pursuant to Section 28 "Termination of Agreement" or such other remedy as City deems appropriate.

(d) Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

(e) A DBE firm may be terminated only with prior written approval from City and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting City consent for the termination, Consultant must meet the procedural requirements specified in 49 CFR 26.53(f).

(f) A DBE performs a Commercially Useful Function (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 contract, 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.

(g) A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, 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.

(h) 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.

(i) 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 prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

(j) Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by Consultant or Consultant's authorized representative and shall be furnished to the City with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to Consultant when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the City.

(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 within 30 days.

## **SECTION 12. EQUIPMENT PURCHASE.**

(a) Prior authorization in writing, by City in accordance with Section 35 "Administration and Implementation" of this Agreement shall be required before Consultant enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or 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 the approved Cost Proposal and exceeding \$5,000 prior authorization by City in accordance with Section 35 "Administration and Implementation" of this Agreement; three

competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

(c) Any equipment purchased as a result of this Agreement is subject to the following: "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 \$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 pursuant to Section 28 "Termination of Agreement" of this Agreement, 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." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

### **SECTION 13. INSPECTION AND FINAL ACCEPTANCE.**

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 Term of Agreement including review and inspection on a daily basis. City shall reject or finally accept Consultant's work within sixty (60) days after submitted to City. City shall reject work by a timely written explanation, otherwise Consultant's work shall be deemed to have been accepted. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Consultant's work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Section 24 "Indemnification" and Section 25 "Insurance."

### **SECTION 14. OWNERSHIP OF DOCUMENTS.**

(a) All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing the Services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Consultant. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

(b) If and to the extent that City utilizes for any purpose not related to this Agreement any maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents prepared, developed or discovered by Consultant in the course of providing the Services pursuant to this Agreement, Consultant's guarantees and warranties in Section 17 "Standard of Performance; Familiarity With Work" of this Agreement shall not extend to such use of the maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents.

#### **SECTION 15. CONSULTANT'S BOOKS AND RECORDS.**

(a) For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the Agreement pursuant to Government Code 8543.7, Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of the Services. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement. Any and all such documents or records shall be maintained for three (3) years from the date of final payment under this Agreement and to the extent required by laws relating to audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by City or its designated representative. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement. The state, State Auditor, City, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Consultant and its certified public accountants (CPA) work papers that are pertinent to the Agreement and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

(c) Where City has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of Consultant's business, City may, by written request, require that custody of such documents or records be given to the City. Access to such documents and records shall be granted to City, as well as to its successors-in-interest and authorized representatives.

**SECTION 16. INDEPENDENT CONTRACTOR.**

(a) Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Consultant shall have no authority to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

(b) 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 elected or appointed boards, officers, officials, employees or agents of City, 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 Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City.

(c) Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

**SECTION 17. STANDARD OF PERFORMANCE; FAMILIARITY WITH WORK.**

(a) Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to the Services required of Consultant under this Agreement, and shall use such skill, prudence, and diligence as other members of Consultant's profession commonly possess and exercise. In addition to the general standards of performance set forth this section, additional specific standards of performance and performance criteria may be set forth in Exhibit "A" "Scope of Work" that shall also be applicable to Consultants work under this Agreement. Where there is a conflict between a general and a specific standard of performance or performance criteria, the specific standard or criteria shall prevail over the general.

(b) Consultant warrants that (1) it has thoroughly investigated and considered the work to be performed, (2) it has investigated the issues, regarding the scope of services to be provided, (3) it has carefully considered how the work should be performed, and (4) it fully understands the facilities, difficulties and restrictions attending performance of the work under this Agreement.

**SECTION 18. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.**

Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

**SECTION 19. STATE PREVAILING WAGE RATES.**

(a) Consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.

(b) Any subcontract entered into as a result of this Agreement, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Section.

(c) When prevailing wages apply to the services described in Section 2 of this Agreement, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

**SECTION 20. NONDISCRIMINATION.**

Consultant shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

**SECTION 21. CONFLICTS OF INTEREST.**

(a) Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of the Services. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

(b) City may determine that Consultant must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests. If such a determination is made, Consultant shall file the subject Form 700 with the City Clerk's Office pursuant to the written instructions provided by the Office of the City Clerk within ten (10) days of the request.

(c) City understands and acknowledges that Consultant is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Consultant is unaware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section.

(d) City understands and acknowledges that Consultant will, perform non-related services for other governmental agencies and private parties following the completion of the Services under this Agreement. Any such future service shall not be considered a conflict of interest for purposes of this section.

(e) 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. 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.

(g) Consultant hereby certifies that neither Consultant, its employees, nor any firm affiliated with Consultant providing services on this project prepared the Plans, Specifications, and Estimate for any construction project included within this Agreement. An affiliated firm is one, which is subject to the control of the same persons through joint- ownership, or otherwise.

(h) Consultant further certifies that neither Consultant, nor any firm affiliated with Consultant, will bid on any construction subcontracts included within the construction contract. Additionally, Consultant certifies that no person working under this Agreement is also employed by the construction contractor for any project included within this Agreement.

(i) Except for subconsultants whose services are limited to materials testing, no subconsultant who is providing service on this Agreement shall have provided services on the design of any project included within this Agreement.

**SECTION 22. REBATES, KICKBACKS, OR OTHER UNLAWFUL CONSIDERATION.**

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 the Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

**SECTION 23. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.**

(a) All financial, statistical, personal, technical, or other data and information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) 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 thereunder. City retains the right, but has no obligation, to represent Consultant 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, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

(e) 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.

(f) 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.

(g) 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.

(h) Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Section.

#### **SECTION 24. INDEMNIFICATION.**

(a) Indemnification by Consultant. As provided under Civil Code Section 2782.8, Consultant shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all claims, actions and proceedings (whether at law or equity, administrative or judicial), demands, orders, judgments, losses, liabilities, damages, costs and expenses, including attorney's fees and costs, (collectively "Claims") to the extent same arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, agents, employees or sub-consultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement, with the understanding that in the event Claims are found by the trier of fact to have been caused by the joint or concurrent negligence of the City and its contractors and Consultants, and Consultant, damages and expenses from both indemnity and duty to defend obligations shall be borne by each party in proportion to its negligence.

(b) Indemnification from Subcontractors. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every sub-consultant, subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement naming the Indemnified Parties as additional indemnitees. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement or this section.

(c) City's Negligence. The provisions of this section do not apply to Claims occurring as a result of City's sole negligence. The provisions of this section shall not release City from liability arising from gross negligence or willful acts or omissions of City or any and all of its officials, employees and agents.

#### **SECTION 25. INSURANCE.**

Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit "C" "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by City as to

form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager. Consultant agrees to provide City with copies of required policies upon request.

**SECTION 26. ASSIGNMENT.**

The expertise and experience of Consultant are material considerations for this Agreement. City has an interest in the qualifications and capability of the persons and entities who will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the City. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including termination of this Agreement pursuant to Section 28 "Termination of Agreement." City acknowledges, however, that Consultant, in the performance of its duties pursuant to this Agreement, may utilize subcontractors.

**SECTION 27. CONTINUITY OF PERSONNEL.**

Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the Services. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the Services prior to and during any such performance. There shall be no change in Consultant's Project Management or members of the project team, as listed in the approved Cost Proposal without prior written approval by City pursuant to Section 35 "Administration and Implementation" of this Agreement.

**SECTION 28. TERMINATION OF AGREEMENT.**

(a) City may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress.

(b) Consultant may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to City.

(c) If either Consultant or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Consultant, or City may terminate this Agreement immediately upon written notice.

(d) Upon termination of this Agreement by either Consultant or City, all property belonging exclusively to City which is in Consultant's possession shall be returned to City. Consultant shall furnish to City a final invoice for work performed and expenses incurred by Consultant, prepared as set forth in Section 5 "Compensation and Method of Payment" of this Agreement. This final invoice shall be reviewed and paid in

the same manner as set forth in Section 5 "Compensation and Method of Payment" of this Agreement.

(e) City may terminate this Agreement with Consultant should Consultant fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, City may proceed with the work in any manner deemed proper by City. If City terminates this Agreement with Consultant, City shall pay Consultant the sum due to Consultant under this Agreement prior to termination, unless the cost of completion to City exceeds the funds remaining in the Agreement. In which case, the overage shall be deducted from any sum to Consultant under this Agreement, and the balance, if any shall be paid to Consultant upon demand.

(f) In no event shall the maximum amount for which the City be liable if this Agreement is terminated exceed the total amount payable under Section 5 "Compensation and Method of Payment" of this Agreement.

#### **SECTION 29. DEFAULT.**

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under Section 28 "Termination of Agreement." Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

#### **SECTION 30. EXCUSABLE DELAYS.**

Consultant shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

#### **SECTION 31. 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.

**SECTION 32. COOPERATION BY CITY.**

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the Services shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the Services to be performed under this Agreement.

**SECTION 33. NOTICES.**

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To City:	City of Cathedral City Attn: City Manager 68-700 Avenida Lalo Guerrero Cathedral City, CA 92234
To Consultant:	Wael Faqih, PE, Vice President Falcon Engineering Services Inc. 371 Corporate Terrace, Suite 101 Corona, CA 92879

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

**SECTION 34. AUTHORITY TO EXECUTE.**

The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

**SECTION 35. ADMINISTRATION AND IMPLEMENTATION.**

This Agreement shall be administered and executed by the City Manager or his or her designated representative. The City Manager shall have the authority to issue interpretations and to make amendments to this Agreement, including amendments that commit additional funds, consistent with Section 37 "Amendment" and the City Manager's contracting authority under the Cathedral City Municipal Code.

**SECTION 36. BINDING EFFECT.**

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

**SECTION 37. AMENDMENT.**

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City. The City Manager shall have the authority to approve any amendment to this Agreement if the total compensation under this Agreement, as amended, would not exceed the City Manager's contracting authority under the Cathedral City Municipal Code. All other amendments shall be approved by the City Council. The Parties agree that the requirement for written modifications cannot be waived and that any attempted waiver shall be void. Consultant shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been issued.

**SECTION 38. WAIVER.**

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

**SECTION 39. LAW TO GOVERN; VENUE.**

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Riverside, California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

**SECTION 40. ATTORNEYS FEES, COSTS AND EXPENSES.**

In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing Party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

**SECTION 41. 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 contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

**SECTION 42. PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING.**

(a) Consultant certifies to the best of his or her knowledge and belief that:

(i) No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of Consultant to any person for influencing or attempting to influence an officer or employee of any 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 of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

(ii) 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 federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; 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 Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(c) 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 subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

**SECTION 43. DEBARMENT AND SUSPENSION.**

(a) Consultant's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and 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. Any exceptions to this certification must be disclosed to City.

(b) Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

(c) Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.

**SECTION 44. STATEMENT OF COMPLIANCE.**

(a) Consultant's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Consultant has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

(b) During the performance of this Agreement, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and

Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. 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.

(c) Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California 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.

(d) Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

#### **SECTION 45. NATIONAL LABOR RELATIONS BOARD CERTIFICATION.**

In accordance with Public Contract Code Section 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.

#### **SECTION 46. ENTIRE AGREEMENT.**

This Agreement, including the attached Exhibits "A" through "C", is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Consultant and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid and binding.

#### **SECTION 47. SEVERABILITY.**

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining

provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

**CONFLICTING TERMS.**

Except as otherwise stated herein, if the terms of this Agreement conflict with the terms of any Exhibit hereto, or with the terms of any document incorporated by reference into this Agreement, the terms of this Agreement shall control.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the date and year first-above written.

**CITY OF CATHEDRAL CITY**

**FALCON ENGINEERING SERVICES INC.**

\_\_\_\_\_  
Charles P. McClendon  
City Manager

\_\_\_\_\_  
By: Wael Faqih, PE  
Its: Vice President

**ATTEST:**

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

\_\_\_\_\_  
Gary F. Howell  
City Clerk

**APPROVED AS TO FORM**

\_\_\_\_\_  
Eric S. Vail  
City Attorney

**NOTE: CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ALL-PURPOSE ACKNOWLEDGMENT NOTARY FOR CALIFORNIA

STATE OF CALIFORNIA )
COUNTY OF RIVERSIDE )

On \_\_\_\_\_,
before me, \_\_\_\_\_,
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")
personally appeared \_\_\_\_\_,
Name of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alternation of the document or fraudulent reattachment of this form to an unintended document.

CAPACIT(IES) CLAIMED BY SIGNER(S)

DESCRIPTION OF ATTACHED DOCUMENT

Signer's Name: \_\_\_\_\_

- Individual
Corporate Officer

- Partner(s)
Attorney-In-Fact
Trustee(s)
Guardian/Conservator
Other: \_\_\_\_\_
Title(s)
Limited
General

Title or Type of Document

Number Of Pages

Date Of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

\_\_\_\_\_
\_\_\_\_\_

Signer(s) Other Than Named Above

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ALL-PURPOSE ACKNOWLEDGMENT NOTARY FOR CALIFORNIA

STATE OF CALIFORNIA )
COUNTY OF RIVERSIDE )

On \_\_\_\_\_,
before me, \_\_\_\_\_,
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")
personally appeared \_\_\_\_\_,
Name of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alternation of the document or fraudulent reattachment of this form to an unintended document.

CAPACIT(IES) CLAIMED BY SIGNER(S)

DESCRIPTION OF ATTACHED DOCUMENT

Signer's Name: \_\_\_\_\_

- .. Individual
.. Corporate Officer

\_\_\_\_\_  
Title(s)
.. Partner(s) .. Limited
.. General
.. Attorney-In-Fact
.. Trustee(s)
.. Guardian/Conservator
.. Other: \_\_\_\_\_

\_\_\_\_\_  
Title or Type of Document

\_\_\_\_\_  
Number Of Pages

\_\_\_\_\_  
Date Of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signer(s) Other Than Named Above

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

**Cathedral City Project No. 8914  
Date Palm Drive Bridge over Whitewater River  
Scope of Services**

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# 1. PROJECT DESCRIPTION

The existing structure was constructed in 1979 and consists of nine (9) spans of continuous precast pre-stressed concrete I-girders, eight (8) pier walls and seat abutments. The bridge is skewed at approximately 45 degrees to Whitewater Stormwater Channel. All abutments and pier walls are supported on concrete piles. The spans of the bridge are 75', 92.5', 81', 81', 92.5', 81', 81', 92.5', and 75' for a total length of 751.5 feet. The existing bridge width is 56 feet consisting of one five foot wide sidewalk and metal barrier on west side, four travel lanes and metal barrier on the east side.

This project will widen the bridge from 4 lanes to 6 lanes. The widening of the existing bridge will be about 20.25 feet on the west side, and about 31.67 feet on the east side, for a total bridge width of 108 feet. This will accommodate a total of six-12 feet lanes, 10 feet median and 2-6 feet sidewalks with Type 26 barriers.

The CITY shall endeavor to provide copies of all applicable permits and conditions of approval to the ENGINEER prior to commencement of the work contemplated by this Agreement.

## 1.1. Project Controls System Development

### **Purpose:**

To provide ENGINEER managers and CITY staff with cohesive and current information regarding schedule, budgets, expenditures, and change orders in an integrated cost and schedule information system.

The master schedule of the Project Controls System (PCS) will enable critical activities and inter-relationships between the contractors, suppliers, the City, the City's Project Manager, design engineers, utility companies, 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 can provide 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.

The automation of the above information will enable timely analysis, intervention, and decision making to enable efficient control of the project.

### **Approach:**

ENGINEER will develop the PCS using existing systems or software as supplied by Falcon. A master schedule will be developed summarizing all significant project activities including work by the contractor, long lead supplies/equipment suppliers, the CITY project manager, design consultants, and the 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 ENGINEER 's construction manager, the CITY's project manager, design consultants, contractors, and suppliers.
- Activities necessary for regulatory and FHWA compliance.
- Activities related to utility relocations.
- Relationships between submittals, approvals, procurement, and delivery of materials for critical activities.
- Milestones associated with permitting and approvals.
- Substantial and final completion dates.

**Assumptions:**

1. The initial master project schedule will be developed based on information available before the award of contracts for construction.
2. The CITY will provide a description of the CITY invoicing requirements and guidelines for the project.
3. CITY will provide copies of all utility and other agency agreements.

**Deliverables:**

1. Draft master project schedule.
2. Initial master project schedule following review and approval by the CITY.
3. Initial project cost breakdown.

## **1.2. Monthly Project Progress Meetings and Reports**

**Purpose:**

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

**Approach:**

ENGINEER will provide a brief written report each month 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, description of current critical path, approved and pending change orders and high lighting construction photographs for the current period.

As requested by the CITY, the ENGINEER will schedule monthly progress meetings, which will provide for additional discussion of progress reports and issues related to this agreement, the construction agreements, any other outstanding business.

**Assumptions:**

1. A regular weekly construction meeting will be held. If additional meetings are required, a monthly meeting can be established with the shareholders requested by the CITY.
2. If necessary, CITY to submit proposed changes, amendments or clarifications to the monthly progress reports, in writing, to ENGINEER.

**Deliverables:**

1. Monthly project progress report.
2. Monthly progress review meetings minutes as required.

### **1.3. Sub-Consultant Management**

**Purpose:**

To coordinate and manage sub-consultant services contracted with ENGINEER. Sub-consultants include inspectors, materials testing consultants, and others as required for successful completion of the contract.

**Approach:**

ENGINEER 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.

ENGINEER will work with consultants contracted directly with the CITY. ENGINEER will review and approve invoices provided by CITY consultants and forward said invoices to the CITY for processing and payment as requested including monitoring time and materials, performance and deliverables required for the project.

**Assumptions:**

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

**Deliverables:**

1. Copies of all sub consultant reports. Original reports will remain with ENGINEER 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 ENGINEER.
3. Original invoices reviewed and approved by ENGINEER for CITY contracted consultants or outside agencies.

## **2. PRE-CONSTRUCTION PHASE SERVICES**

ENGINEER shall provide specialized services during the project Pre-Construction phase, including the bidding periods of the project. These services are intended to involve the construction manager early in the project and to provide advanced planning for construction phase activities.

### **2.1. Constructability Review**

**Purpose:**

To provide the CITY and ENGINEER with reasonable assurance that project can be adequately constructed as indicated on the Design Plans and to endeavor to minimize contract change orders.

**Approach:**

ENGINEER will perform a constructability review of the project including analyzing the phasing and staging of project construction for conflicts. The constructability review will identify inconsistencies between the Project Plans, the Specifications, and applicable permits for the Project and the Engineer's Estimate. The ENGINEER will also perform an Independent Quantity Take-off of the major items of work on the Project. The ENGINEER will provide any cost saving measures identified for review by the CITY and/or discussion with the design engineer.

**Assumptions:**

The Project Plans and Project Specifications are essentially complete and ready for advertisement.

**Deliverables:**

Constructability comments and report for review by the CITY and Design Engineer. ENGINEER will provide two (2) copies of the comments and report.

### **2.2. Construction Management Plan**

**Purpose:**

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

**Approach:**

ENGINEER will develop a procedure that is usable for the construction project utilizing the Caltrans Construction Management Manual and required portions of the Local Assistance Manual, including referenced manuals and reports and required. The CITY approved manual may 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:**

ENGINEER to provide copies of the manual as required.

**2.3. 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:**

ENGINEER will review the SWPPP prepared by the Contractor for general conformance with the project topography, construction constraints, and staging. The ENGINEER will provide comments to the CITY along with a copy of the original SWPPP. Once all changes are incorporated and approved, the ENGINEER will observe the contractor's implementation and 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 in accordance with oversight requirements. The ENGINEER will also ensure all weekly, pre storm, post storm and monthly reports are being completed and corrections being made in accordance with the approved SWPPP and General Permit. ENGINEER will coordinate with the Contractor for a timely submittal of the annual report for input into the SMARTS system.

**Assumptions:**

1. ENGINEER will not be responsible for contractor(s) means and methods for complying with the BMP listed in the SWPPP.
2. ENGINEER will document site conditions with respect to SWPPP and BMP weekly and maintain a separate file for said reports.
3. SMARTS Systems input will be completed by the CITY'S LRP in accordance with established CITY protocols.

**Deliverables:**

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

**2.4. Local Assistance Documentation / Federal Contract Management Requirements**

*Purpose:*

To set-up the electronic and hard copy filing system for the documentation required for compliance with FHWA Contract Management Requirements as detailed in the Caltrans's Local Assistance Procedures Manual.

*Approach:*

ENGINEER in conjunction with the CITY will review the Local Assistance Procedures Manual to insure that all contract administration procedures, documentations, and filing system is set-up in accordance with Chapters 15, 16, and 17 of the Local Assistance Procedures Manual. All subsections included in these chapters have been discussed in details throughout various sections of this Scope of Services:

- Chapter 1, Introduction and Overview
- Chapter 5, Accounting/Invoices Contents
- 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, and Award Package
- Chapter 16, Administer Construction Contracts includes the following:
  - Project Supervision and inspection
  - Pre-construction meeting and partnering
  - Contract time
  - Sub-contractors
  - Engineer's daily reports
  - Project files
  - Construction records and procedures
  - Safety Provisions
  - Labor compliance
  - Equal employment opportunity
  - 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:
  - Acceptance procedures
  - As-built plans
  - Report of expenditures
  - Consequences
- Chapter 19, Progress Reviews

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

**Assumptions:**

The CITY has reviewed the attached scope of services and deliverables to ensure that all tasks required are identified and an individual party is assigned responsibility for that task.

**Deliverables:**

Electronic and hard copies of all files appropriately filed per the requirements set forth above will be provided at the end of this project. 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.

Also using the Caltrans Construction Manual, Traffic Manual, MUTCD, ADA Guidelines, CAL OSHA Safety Orders, SWPPP & PMP preparation Handbook, and all Bridge Manuals as applicable.

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

**2.5. Pre-construction walk**

**Purpose:**

To document existing project site and neighboring site conditions prior to the start of construction; to ensure that all parties are aware of and agree to the condition of existing project site and neighboring site conditions prior to the start of construction.

**Approach:**

Prior to the issuance of a Notice to Proceed, the ENGINEER will walk the entire project and record existing conditions via a written log, still photographs, and videotape where required. Photos will be logged and geo-tagged to allow for quick reference during the project. ENGINEER will provide copies of all documentation to the Contractor and the CITY. ENGINEER will keep documentation originals in the project files until project completion. The CITY and the contractor will be notified of the day and time of this survey.

**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:**

1. A written log of any major deviations from project plans noted during walk or existing damage

2. A geo-tagged photo log
3. Digital video of relevant project features.

## **2.6. Public Information Website**

### **Purpose:**

Provide and make accessible to the general public, a webpage on a generally accepted social networking site such as Facebook, dedicated to the Date Palm Drive Bridge Improvements.

### **Approach:**

ENGINEER will develop, in conjunction with the CITY a webpage to keep the general public informed of the status of the project.

### **Assumptions:**

Coordinate with the City to provide links from the social networking site to and from the City's webpage.

### **Deliverables:**

1. ENGINEER: Webpage
2. ENGINEER: Install and maintain a construction webcam to stream real time video of the bridge construction.

## **3. CONSTRUCTION MANAGEMENT SERVICES**

ENGINEER, on behalf of the CITY, will provide construction management services for a single construction contract. Construction Management services will encompass the Quality Assurance and enforcement of all construction contract requirements.

### **3.1. Pre-construction Conferences**

#### **Purpose:**

To provide a forum for all project participants to meet prior to the start of work. This meeting will outline the CITY's administration of the contract, introduce project participants, and outline project requirements for the start of construction. The ENGINEER and CITY will provide an overview of the procedures to be used on the project.

#### **Approach:**

ENGINEER will schedule the preconstruction conference, prepare the agenda, chair the meeting and take and distribute meeting minutes.

#### **Assumptions:**

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

**3.2. 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:**

ENGINEER will obtain all pertinent information as required to develop a living project directory of all key personnel working on the project and maintain this log in electronic and hard copy form. ENGINEER will develop a graphic chart indicating the proper flow of correspondence. ENGINEER will ensure control of correspondence by maintaining an effective electronic communications policy requiring Office Engineer inclusions on project e-mails. ENGINEER will log all information received from the Contractor and others, in relevant project logs as described above. Lastly, ENGINEER will prepare and/or forward appropriate responses, obtaining CITY approval when required.

**Assumptions:**

1. The ENGINEER 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. Electronic copies of letters and relevant project emails will be maintained in an organized and searchable system.
3. The ENGINEER project files will be turned over to the CITY upon the conclusion of the project.

**Deliverables:**

1. Communication flow chart.
2. Written logs of information received from the CITY, the Contractor, design consultants, biologist, testing firm, citizens and/or others.
3. Electronic Communications Log

### **3.3. Schedule Monitoring**

**Purpose:**

To monitor and review the Contractor's schedule, after acceptance of baseline schedule, to ensure project is on schedule and analysis the effect of any delays or changes.

**Approach:**

ENGINEER will develop procedures, using available software, to review the Contractor's monthly schedule updates for logic, duration, and resource changes that affect the project Critical Path. ENGINEER will notify the CITY of the Contractor's current construction schedule. If required or beneficial, the ENGINEER will develop an independent construction schedule for use on the project.

**Assumptions:**

Contract specifications will require the Contractor to use Critical Path Method (CPM) scheduling tools/software in accordance with Standard Specifications and industry standards. Contractor will be required to submit schedule narratives, and recovered schedules as required for project progress. To ensure project schedules are submitted in a timely manner, contract will permit withholding progress payment pending updated schedule receipt.

**Deliverables:**

1. ENGINEER will prepare and transmit to the Contractor schedule review comments.
2. Monthly review of contractor's schedule updates and provide 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. Ensure contractor has incorporated relocations and other utility windows in the schedule as required by the contract documents.

### **3.4. Progress / Coordination Meetings**

**Purpose:**

To provide a forum for the review of the project status, the look-ahead schedule, outstanding RFI's and submittals, and project issues.

**Approach:**

ENGINEER will conduct weekly progress/coordination meetings as required, to be attended by the CITY, the Contractor, ENGINEER and other invitees. ENGINEER will request the CITY and the Contractor to submit agenda items for the meetings. The ENGINEER will provide a sample outline for review by the CITY. Following each meeting, ENGINEER will distribute meeting minutes,

requesting either the concurrence of those who attended, or suggested corrections to the minutes, including applicable logs. 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 with minimal absences.
2. The meeting room will be able to seat a minimum of 15 people.
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 (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 RFC working logs.

### **3.5. 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 stored on hand (if allowed).

**Approach:**

ENGINEER will review and approve the Contractor's monthly progress based on the actual amount of work activities complete. The Contractor will submit a certified application for payment to ENGINEER for final review. Once approved, FALCON will prepare a payment application certificate, using software similar to Excel, 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.
2. The software is acceptable to the CITY for preparing progress payment application certificates.

**Deliverables:**

1. Contractor's certified application for payment.
2. Independent bid item calculations for all pay items completed by the ENGINEER's staff.
3. Progress payment request documents suitable for approval and execution by the CITY.

### **3.6. 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:**

ENGINEER will observe contractors' work area. Contractors 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. ENGINEER 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. ENGINEER assumes no responsibility for safety of Contractor's work areas.
4. ENGINEER assumes no responsibility for implementation of Contractor safety program or its construction means and methods.

#### **Deliverables:**

1. Accident reports from Contractor.
2. Bi-weekly safety meeting minutes
3. Copies of safety issues discussed during contractor's tailgate meetings.

### **3.7. Permits**

#### **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:**

ENGINEER will review and enforce requirements stipulated in permits issued by regulatory agencies.

#### **Assumptions:**

1. All permits will be provided to ENGINEER for review.

2. All permits will be included in the contract documents.

**Deliverables:**

1. 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.
2. Monitor that the all trash will be placed in containers and promptly removed from the site
3. Monitor is to insure compliance with any U.S. Army Corps of Engineers 404 permit authorization and the California Regional Water Quality Control.

### **3.8. Environmental Mitigation and Monitoring Plan**

**Purpose:**

Provide required cultural, archaeological and paleontological monitoring to comply with the requirements outlined within Mitigation Monitoring and Reporting Program.

**Approach:**

Provide a Native American monitor on-site during ground disturbing activities associated with the Project to observe the archaeological work, and report observations to the represented Tribe(s). Provide a Paleontological monitor during grading, boring and trenching operations for the road improvements. A qualified biologist shall perform a nesting raptor survey within seven days prior to any construction activities. A qualified biologist shall perform a burrowing owl survey within 14 days prior to any construction activities. If clearing is done between February 1<sup>st</sup> and June 30<sup>th</sup> a qualified biologist shall perform a nesting bird survey prior to clearing and grubbing activities.

**Assumptions:**

1. The Engineer will follow the qualified biologist recommendations for protecting bird species identified within the Mitigation Monitoring and Reporting Program.
2. The Engineer will follow the directives of the Paleontologist and Cultural Monitor during ground disturbing activities.

**Deliverables:**

Monitor, review and provide recommendations for compliance with the Mitigation Monitoring and Reporting Program.

### **3.9. 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. Verify Contractor compliance with approved traffic control plans.

**Approach:**

ENGINEER will provide the necessary expertise to evaluate and modify temporary traffic controls, including signal timing as necessary to ensure the safe and efficient handling of traffic through the project site. ENGINEER will verify Contractor compliance with traffic control plans. Work with the CITY's, traffic engineering Department.

**Assumptions:**

Any CITY desired changes to the traffic handling will be communicated to ENGINEER in a timely manner.  
City Staff will have ultimate control of signal timing.

**Deliverables:**

Monitor, review and provide recommendations for modifications to traffic handling during the course of construction.

### **3.10. Submittal Management and Review**

**Purpose:**

To provide an efficient means of processing and reviewing submittals, including working drawings submitted by the Contractor, and forwarding applicable submittals to the Project Designer as may be appropriate.

**Approach:**

ENGINEER will develop a comprehensive submittal list for managing receipt, review and return of submittals. ENGINEER will update and submit status submittal logs for review at each coordination meeting. ENGINEER will work with the Contractor and Designer and outside agencies (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, ENGINEER will perform the engineering reviews and approvals for working drawings and calculations provided by the Contractor in accordance with applicable sections of the contract documents and specifications and within the review timeframes.

The following steps will be taken in reviewing the Contractor's submittals:

1. Log all submittals and assign responsibility.
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 or outside agency for review as required. Submittal status is logged.
5. ENGINEER follows up on all delegated submittals on a weekly basis to ensure timely return and avoid schedule impacts.

6. ENGINEER to perform engineering review of submittals consisting of working drawings and calculations. Such submittals shall be reviewed and approved by ENGINEER's Resident Engineer in accordance with applicable sections of the Standard Specifications for Public Works Construction (Greenbook), State Standard Specifications and the City Standard Plans.
7. Approved submittals are returned to the Contractor for use in work. Submittal status is logged.
8. ENGINEER to inform Contractor if a re-submittal is required.

**Assumptions:**

1. ENGINEER 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. ENGINEER will forward to the Designer submittals designated by the CITY to be reviewed and approved by Designer.
4. CITY will be responsible to approve all architectural submittals and colors.

**Deliverables:**

1. Submittal status log, maintained electronically and distributed with weekly meeting minutes
2. Calculations and independent analysis, where required.
3. Copy of all approval letters, approved working drawings, submittals and final submittal log.

### **3.11. Request for Information (RFI) Management and Review**

**Purpose:**

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

**Approach:**

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

**Deliverables:**

Comprehensive log of all outstanding RFIs and their status maintained electronically and distributed with weekly meeting minutes.

**3.12. 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:**

ENGINEER will use electronic filing system and the ENGINEER 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. ENGINEER will use cloud based electronic filing system.
2. The CITY will have access to the electronic filing system.

**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 Statement of Working Days
  - Monthly progress report and monthly progress pay estimate
  - RFI's, Submittals
  - Correspondences with Contractor, 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 concrete and asphalt

**3.13. Construction Change Order Assistance****Purpose:**

To provide a comprehensive, logical and rational method for addressing and processing changes as they occur in the field. To address unforeseen conditions and/or additional work required to complete the contract in a cost and schedule effective manner. To provide independent analysis of costs submitted by the Contractor.

**Approach:**

ENGINEER 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. ENGINEER will forward a Request for Quote (RFQ) to the Contractor for pricing. The RFQ shall contain a description of the extra work to fairly price the work.
2. ENGINEER will prepare an independent cost estimate of the extra work.
3. ENGINEER 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 ENGINEER 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. ENGINEER will review requests of proposed cost and/or time impacts for merit. If ENGINEER determines the request fails on merit, the Contractor will be informed of the reasons why the request is denied.
2. ENGINEER will prepare an independent cost estimate and schedule analysis of the work.
3. ENGINEER will negotiate extra work cost and time extensions with the Contractor.
4. ENGINEER will prepare change order documents for approval and execution by the CITY.

**Assumptions:**

1. ENGINEER will have authority to make minor changes to work that it determines to have no cost or time impacts to the construction project.
2. The contract will require the Contractor to submit a project schedule time impact analysis to demonstrate critical path impact to the project's schedule in order to substantiate any/all Contractor requests for contract time extension.
3. Extra work costs successfully negotiated between ENGINEER and the Contractor will be submitted to the CITY for approval.

**Deliverables:**

1. Perform quantity and cost analysis as required for negotiation of change orders
2. Change order documentation ready for approval and execution by the CITY.

**3.14. 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 the certified payroll reports contain information required by the Labor Code.

**Approach:**

ENGINEER will collect, receive and review certified payrolls from the Contractor and each of its subcontractors. ENGINEER will check for the "Statement of Compliance" from the Contractor and/or subcontractors, and spot-check wages for each classification of laborer or craftsperson. ENGINEER will notify the CITY and the Contractor of all discrepancies and/or errors and request a corrected Certified Payroll. In the case of errors or omissions, ENGINEER will notify the contractor and ensure proper remediation. All deficiencies will be logged along with corrections. In accordance with requirements, ENGINEER staff will conduct field interviews for verification of compliance, interviews shall be a minimum of one interview per trade per contractor on site per month.

**Assumptions:**

1. ENGINEER will not be held responsible for enforcement of the Labor Code, ENGINEER will provide recommended actions to the CITY for review
2. ENGINEER will maintain a weekly list of subcontractors working on the project.
3. ENGINEER will not be responsible for identifying workers on site.

**Deliverables:**

1. Hardcopies of the Contractor's certified payrolls maintained.in the project files.
2. Log of Contractors on Site
3. Log of non compliance notices and corrections.
4. Wage Determinations used for the contract period.

**4. CONSTRUCTION INSPECTION SERVICES**

**4.1. 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:**

ENGINEER will provide the CITY with knowledgeable staff, familiar with construction activities to be performed on the project. ENGINEER will document the Contractors' daily activities, manpower, on-site equipment and items considered pertinent to the project including safety, SWPPP, traffic control and other peripheral considerations. ENGINEER will ensure all inspection staff is provided with sufficient training and safety equipment to successfully complete required inspections.

**Assumptions:**

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

**Deliverables:**

1. ENGINEER Resident Engineer's reports and Inspector's daily and/or special inspection reports maintained in the ENGINEER project files and turned over to the CITY at the completion of the project. Copies of these daily reports will be maintained in the electronic filing system for review as required.
2. Digital photographs and videos as necessary to provide documentation of construction activities. All photos will be logged, dated and titled in accordance with electronic file system conventions for retrieval and archival purposes.
3. Field measurements sheets for quantity calculations for progress payment.
4. As-Built set of plans and review contractor's marked set.
5. Certificate of compliance for all material accepted on basis of COC
6. Weigh Master certificates, tags and other field documents collected by inspection staff

**4.2. 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:**

ENGINEER 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. The Engineer will provide a log of all materials requiring source inspection and coordinate with the CITY to ensure compliance with FHWA and local assistance requirements for tagging and inspection.

**Assumptions:**

1. ENGINEER shall provide material testers and laboratory technicians who are experienced and qualified for the inspection required.
2. ENGINEER will insure the implementation of the Quality Assurance Program for source inspections, materials acceptance, and special inspections as required by the contract.
3. All material testing, materials acceptance and special inspections will be within the project limits or as required by the contract.

**Deliverables:**

1. Laboratory test reports maintained in the ENGINEER project files and turned over to the CITY at the completion of the project.
2. Laboratory and technician certifications
3. Summary sheet of all test reports submitted by others to substantiate compliance with contract documents.
4. 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.
5. Coordinate source inspections and special inspections as required by the contract document and the Quality Assurance Program.

### **4.3. Surveying**

**Purpose:**

To provide construction survey staking services for the construction of storm drains, curb & gutters, other utilities, street sections, sub-grades, bridge, walls and for monitoring settlement and other appurtenances as may be required for completion the Date Palm Drive Bridge Widening.

**Approach:**

ENGINEER will manage and provide all survey staking services necessary for the construction of this project. Resident Engineer will review contractor's survey staking request for completeness and schedule survey staking in a timely manner.

The survey staking services shall conform to Section 11 "Engineering Surveys" of the Caltrans Survey Manual and the following requirements:

1. Construction staking shall begin no later than two working days after the initial request is made through the ENGINEER's Resident Engineer.
2. ENGINEER will insure that all survey-staking services are coordinated to meet the contractor's operations schedule; staking requests are submitted and reviewed in a timely manner.

3. ENGINEER will provide field office support and office space to the survey crews and check field staking notes after staking.
4. ENGINEER 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.

**Assumptions:**

ENGINEER will provide the Survey services on this contract under the direction of the CM.

**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 place at 100-foot intervals; intermediate slope stakes will not be required. 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 for curb and gutter and edge pavement will be placed at all grade breaks, at 50-foot intervals on straight sections, and 25-foot intervals on curved sections, and at the beginning and end of curves.
7. Utilities and storm drains will be staked at 25-foot intervals, ends of pipes, and at appurtenances, drop inlets shall be staked with two 5-foot offset stakes parallel to curb, showing offset to curb line.
8. Waterline and Appurtenances will be staked at 50-foot intervals, at grade breaks, and at appurtenances (valves, crosses, ends, etc.)
9. Retaining walls, bridge abutments and bents: one set of stakes will be provided for bridge construction as follows: Three stakes will be provided at each abutment, pier or bent. 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. The Contractor shall provide retaining wall staking and additional survey controls as required to construct the structure to the grades and tolerances required by the Standard Specifications and Special provisions.
10. Other improvements such as permanent delineation, signs, lighting, signals, traffic detector loops, guard rails, etc., will be staked by the Construction Engineer.
11. CITY to provide a minimum of 4 control points at designated locations for the construction survey staking.

**4.4. 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. To coordinate final inspections by CITY, permitting agencies, Utilities and others to ensure all work has been accepted and deficiencies noted and corrected.

**Approach:**

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

**Assumptions:**

Contractor will provide a preliminary punch list of outstanding work items for review by ENGINEER 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.

## **5. CONSTRUCTION CLOSEOUT ACTIVITIES**

### **5.1. Contract Closeout**

**Purpose:**

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

**Approach:**

ENGINEER 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 CITY.

2. Notices of Completion for any Permits, including “duplicate” permits for project.
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.
5. CITY's LRP to file NOC with RWQCB for closing out the SWPPP.

## **5.2. Project As-Built Drawings**

### **Purpose:**

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

### **Approach:**

ENGINEER will monitor Contractor required record drawings on a monthly basis. In addition to monitoring the Contractor's drawings, ENGINEER will maintain a copy of up-to-date contract plans and a log of all changes 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 for review by the designer
2. ENGINEER will assist the Designer in review of the record drawings.
3. Designer will be required to submit final As built drawings in electronic and reproducible format.

### **Deliverables:**

1. One set of contract drawings indicating recorded changes to the contract, as maintained by ENGINEER. 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.
2. Electronic and hard copy log of all changes.

## **5.3. 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:**

ENGINEER will review the project documents and prepare a written report for the CITY. As a minimum, the report will include the following:

1. 1. Names of all organizations involved with the Projects, i.e., CITY, contractor and any other parties that may have a significant part in the construction of the projects.
2. Chronological history of the construction effort, to include all significant dates.
3. Change order history, to include summary statement about each change, negotiated cost of each change and other information deemed necessary by ENGINEER and the CITY's Project Manager.
4. Summary of Requests for Information, in tabular or matrix form.
5. Summary of outstanding claims not resolved when the notice of completion is filed.
6. Summary of final contract amount.
7. Final DBE Report.
8. Final Report of Structures
9. Project photographs.

**Assumptions:**

CITY will provide input to ENGINEER 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.

#### **5.4. Final Payment, Final Report of Expenditure Checklist**

**Purpose:**

To provide the CITY with the final contract cost and final balance due the Contractor.

**Approach:**

Following completion of the contract work, ENGINEER 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. ENGINEER 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 ENGINEER. Once approved, ENGINEER 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 prepare and 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

## **6. FIELD OFFICE AND EMPLOYEE EQUIPMENT**

Reference Section 8 of the General Project Requirements titled "Facilities for Agency Personnel"

Activity ID	Activity Name	Original Duration	Predecessor	Start	Finish	2017												2018										
						Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct
<b>20160502</b>	<b>Date Palm Drive Bridge</b>	315		01-Dec-16	14-Feb-18	14-Feb-18, 20160502 Date Palm Drive Bridge																						
0100	Contract Award (12/1/2016)	0		01-Dec-16*	01-Dec-16	Contract Award (12/1/2016)																						
<b>20160502.0</b>	<b>Pre-Construction Stage</b>	60		02-Jan-17	24-Mar-17	24-Mar-17, 20160502.0 Pre-Construction Stage																						
0200	NTP (1/02/2017) Construction Must start within or on the 15th. Day from NTP	0	0100	02-Jan-17*	02-Jan-17	NTP (1/02/2017) Construction Must start within or on the 15th. Day from NTP																						
0300	Submittal Review/ approval of Baseline Schedule & SWPPP	10	0200	02-Jan-17	13-Jan-17	Submittal Review/ approval of Baseline Schedule & SWPPP																						
0400	Submit shop drawings, QCMP, and PCPS Girder Fabrication Details	10	0200	02-Jan-17	13-Jan-17	Submit shop drawings, QCMP, and PCPS Girder Fabrication Details																						
0500	Submit 24" dia. CIDH Piling QCMP, Concrete Mix Design, (Work Plan in the White Water	10	0200	02-Jan-17	13-Jan-17	Submit 24" dia. CIDH Piling QCMP, Concrete Mix Design, (Work Plan in the White Water																						
0600	Submit Concrete Mix Designs (various structures), AC Mix Design	10	0200	02-Jan-17	13-Jan-17	Submit Concrete Mix Designs (various structures), AC Mix Design																						
0700	Submit Bridge Deck Falsework/formwork Shop Drawings	5	0200	02-Jan-17	06-Jan-17	Submit Bridge Deck Falsework/formwork Shop Drawings																						
0800	Submit detailed workplan in the Channel "Shoring Plans for Pier Walls & Abut., Channel Diversion, etc."	10	0200	02-Jan-17	13-Jan-17	Submit detailed workplan in the Channel "Shoring Plans for Pier Walls & Abut., Channel Diversion, etc."																						
0900	Submit Partial Bridge Demolition Plans & Channel Protection	10	0200	02-Jan-17	13-Jan-17	Submit Partial Bridge Demolition Plans & Channel Protection																						
1000	Submit Bridge Lighting & Street Lighting Plans, Signal Poles/equipment/controllers at both intersections	15	0200	02-Jan-17	20-Jan-17	Submit Bridge Lighting & Street Lighting Plans, Signal Poles/equipment/controllers at both intersections																						
1100	Source Inspection (Formliner, PC Panels, Lights, Rebar couplers, RCP/VCP pipes for Drainage/Sewer systems, Bearing Pads	10	0200	02-Jan-17	13-Jan-17	Source Inspection (Formliner, PC Panels, Lights, Rebar couplers, RCP/VCP pipes for Drainage/Sewer systems, Bearing Pads																						
1200	Submit shop drawings, work plan and shoring shop drawing for trenching/relocating Water line and Sewer pipe	10	0200	02-Jan-17	13-Jan-17	Submit shop drawings, work plan and shoring shop drawing for trenching/relocating Water line and Sewer pipe																						
1300	Obtain Permits rider form all relevant Regulatory & Permitting Agencies	15	0200	02-Jan-17	20-Jan-17	Obtain Permits rider form all relevant Regulatory & Permitting Agencies																						
1400	Complete relocating utilities (Edison, CVWD, Gas, Water, Sewer, AT&T, Communications lines) *By others	20	0200	02-Jan-17	27-Jan-17	Complete relocating utilities (Edison, CVWD, Gas, Water, Sewer, AT&T, Communications lines) *By others																						
1500	Submit CVWD water line relocation details (pipe materials, fitting schedule, installation under bridge deck details	10	0200	02-Jan-17	13-Jan-17	Submit CVWD water line relocation details (pipe materials, fitting schedule, installation under bridge deck details																						
1600	Relocate 18" CVWD Water Line into the Existing Bridge(Contractor to provide Traffic Control Plan)	50	1500	16-Jan-17	24-Mar-17	Relocate 18" CVWD Water Line into the Existing Bridge(Contractor to provide Traffic Control Plan)																						
1700	Relocate Conflicting section of Sewer Line (contractor shall provide Traffic Control Plan)	25	1200	16-Jan-17	17-Feb-17	Relocate Conflicting section of Sewer Line (contractor shall provide Traffic Control Plan)																						
<b>20160502.1</b>	<b>Stage 1: Raised median Cu</b>	14		16-Jan-17	02-Feb-17	02-Feb-17, 20160502.1 Stage 1: Raised median Curb Removal & Constructing Temporary AC Pavement (Night Work)																						
1800	Install construction area signs along Date Palm Drive between N of Gerald Ford and S of Tahquitz Channel. Install ESA F	5	0900	16-Jan-17	20-Jan-17	Install construction area signs along Date Palm Drive between N of Gerald Ford and S of Tahquitz Channel. Install ESA F																						
1900	Remove Existing Raised Median and place temp AC pavement (Northern approach)(0.4'AC over 0.4' CMB) Night Work	5	1800	23-Jan-17	27-Jan-17	Remove Existing Raised Median and place temp AC pavement (Northern approach)(0.4'AC over 0.4' CMB) Night Work																						
2000	Restripe traffic lanes along Date Palm Drive for Stage-2 work	2	1900	30-Jan-17	31-Jan-17	Restripe traffic lanes along Date Palm Drive for Stage-2 work																						
2100	Set temporary K-railing along Date Palm Drive between S of Perez Dr. and to Gerald Ford Drive. (provide 2-Lanes NB and 1	2	2000	01-Feb-17	02-Feb-17	Set temporary K-railing along Date Palm Drive between S of Perez Dr. and to Gerald Ford Drive. (provide 2-Lanes NB and 1																						
<b>20160502.2</b>	<b>Stage 2: Construct Bridge</b>	215		03-Feb-17	30-Nov-17	30-Nov-17, 20160502.2 Stage 2: Construct Bridge Widening Easterly & Westerly sides. (One Stage)																						
2190	Channel Lining	15	2100	03-Feb-17	23-Feb-17	Channel Lining																						
2200	Partial bridge demolition (existing barriers/railings, sidewalk, Abut/Pier Walls partial demo.) W. side	10	2100	03-Feb-17	16-Feb-17	Partial bridge demolition (existing barriers/railings, sidewalk, Abut/Pier Walls partial demo.) W. side																						
2210	Partial bridge demolition (existing barriers/railings, sidewalk, Abut/Pier Walls partial demo.) E. side	10	1600, 1700	27-Mar-17	07-Apr-17	Partial bridge demolition (existing barriers/railings, sidewalk, Abut/Pier Walls partial demo.) E. side																						
2300	Bridge Footing Excavation (Abutments and Pier Walls)	25	2100	03-Feb-17	09-Mar-17	Bridge Footing Excavation (Abutments and Pier Walls)																						
2500	Drill 24" CIDH Piles at West Side	20	2300	17-Feb-17	16-Mar-17	Drill 24" CIDH Piles at West Side																						
2510	Drill 24" CIDH Piles at East Side	30	2500	17-Mar-17	27-Apr-17	Drill 24" CIDH Piles at East Side																						
2600	Construct Abutment 1 and Abutment 10 (West Side)	20	2500	24-Feb-17	23-Mar-17	Construct Abutment 1 and Abutment 10 (West Side)																						
2700	Construct Abutment 1 and Abutment 10 (East Side)	20	2510	31-Mar-17	27-Apr-17	Construct Abutment 1 and Abutment 10 (East Side)																						
2800	Construct Pier Walls (West Side)	50	2500	10-Mar-17	18-May-17	Construct Pier Walls (West Side)																						
2900	Construct Pier Walls (East Side)	60	2510	31-Mar-17	22-Jun-17	Construct Pier Walls (East Side)																						
3000	Erect PCPS Girders (West Side)	10	2600, 2800	19-May-17	01-Jun-17	Erect PCPS Girders (West Side)																						
3010	Construct Intermediate Diaphragm (West)	15	3000	02-Jun-17	22-Jun-17	Construct Intermediate Diaphragm (West)																						
3100	Erect PCPS Girders (East Side)	15	2900, 2700	23-Jun-17	13-Jul-17	Erect PCPS Girders (East Side)																						
3110	Construct Intermediate Diaphragm (East)	20	3100	04-Jul-17	31-Jul-17	Construct Intermediate Diaphragm (East)																						
3200	Construct Bridge Deck (Form / Rebar/Pour) Westerly side	20	3010	23-Jun-17	20-Jul-17	Construct Bridge Deck (Form / Rebar/Pour) Westerly side																						
3210	Construct Cable Restrainer at Bent 4 and Bent 7 (West Side)	10	3200	21-Jul-17	03-Aug-17	Construct Cable Restrainer at Bent 4 and Bent 7 (West Side)																						
3300	Deck Cure - Water Cure (Westerlyside)	5	3200	21-Jul-17	27-Jul-17	Deck Cure - Water Cure (Westerlyside)																						



**EXHIBIT "B"**  
**COMPENSATION**

DATE PALM DRIVE BRIDGE IMPROVEMENT PROJECT, CITY PROJECT No. 8914, FEDERAL AID PROJECT No. BHLS 5430

PERSONNEL HOURS

STAGE OF CONSTRUCTION (MAJOR WORK PERFORMED)	SECTION	ESTIMATED DURATION (MONTHS)	FALCON	FALCON	FALCON	FALCON	FALCON	FALCON	FALCON	DESI	CONVERSE	DAVID EVANS	EARTHSPECTIVES	FALCON	TBD	TBD	TBD
			PROJECT MANAGER W. FAQIH	RESIDENT ENGINEER S. WALKER	STRUCTURE REP / INSPECTOR D. JOHNSON	LEAD INSPECTOR R. ORITO	OFFICE ENGINEER A. GRIFFIN	DOCUMENT CONTROL A. ARIEF	SWPPP REVIEW / INSPECTION D. CASTRO	ELECTRICAL INSPECTION	SOILS / MATERIALS TESTING	SURVEY STAKING	CIDH PILE TESTING	WEBPAGE A. ARIEF	CULTURAL MONITOR	BIOLOGIST	PALEONTOLOGICAL MONITOR
<b>PRE---CONSTRUCTION PHASE SERVICES</b>	<b>2</b>	<b>3</b>	<b>28</b>	<b>140</b>	<b>0</b>	<b>0</b>	<b>88</b>	<b>40</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>240</b>	<b>0</b>	<b>0</b>	<b>0</b>
Constructability Review	2.1		8	80			24										
Construction Management Plan	2.2		8	32			40										
Storm Water Pollution Prevention Plan	2.3								8								
Local Assistance Documentation	2.4		8	24			20	40									
Pre---construction Walk	2.5		4	4			4										
Public Information Website	2.6													240			
<b>CONSTRUCTION MANAGEMENT SERVICES</b>	<b>3</b>	<b>15</b>	<b>120</b>	<b>1148</b>	<b>584</b>	<b>580</b>	<b>688</b>	<b>944</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ 10,000.00</b>	<b>\$ 5,000.00</b>	<b>\$ 5,000.00</b>
Pre---construction Conference	3.1		4	8	4	4	8	4	4								
Communications and Correspondence	3.2		20	24			40										
Schedule Monitoring	3.3			144			80										
Progress / Coordination Meetings	3.4		80	200	140	160	160	180									
Payment Recommendations	3.5			180	160	176	80										
Safety	3.6			80	120	120											
Permits	3.7			24													
Environmental Mitigation & Monitoring	3.8														\$ 10,000.00	\$ 5,000.00	\$ 5,000.00
Traffic Control and Signal Timing	3.9			40		40											
Submittal Management and Review	3.10			140	80	40	40										
Request for Information (RFI)	3.11			80	40		40										
Document Management	3.12		16	40			160	520									
Construction Change Order Assistance	3.13			188	40	40	80										
Review Certified Payrolls	3.14							240									
<b>CONSTRUCTION INSPECTION SERVICES</b>	<b>4</b>	<b>15</b>	<b>0</b>	<b>224</b>	<b>1520</b>	<b>1852</b>	<b>32</b>	<b>0</b>	<b>264</b>	<b>\$ 20,994.76</b>	<b>\$ 111,900.38</b>	<b>\$ 165,000.00</b>	<b>\$ 5,000.00</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Inspection and Documentation	4.1			120	1480	1772			264	\$ 20,994.76			\$ 5,000.00				
Testing & Quality Assurance Program	4.2			80			32				\$ 111,900.38						
Surveying	4.3											\$ 165,000.00					
Final Acceptance --- Punch List Assistance	4.4			24	40	80											
<b>CONSTRUCTION CLOSE---OUT ACTIVITIES</b>	<b>5</b>	<b>1</b>	<b>4</b>	<b>96</b>	<b>0</b>	<b>0</b>	<b>48</b>	<b>56</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Contract Close---out	5.1		4	24			16	56									
Project As---Built Drawings	5.2			8			16										
Final Project Report	5.3			16			16										
Final Payment	5.4			48													
<b>PROJECT LABOR TOTAL HOURS</b>			<b>152</b>	<b>1608</b>	<b>2104</b>	<b>2432</b>	<b>856</b>	<b>1040</b>	<b>276</b>	<b>\$ 20,994.76</b>	<b>\$ 111,900.38</b>	<b>\$ 165,000.00</b>	<b>\$ 5,000.00</b>	<b>160</b>	<b>\$ 10,000.00</b>	<b>\$ 5,000.00</b>	<b>\$ 5,000.00</b>

**DATE PALM DRIVE BRIDGE WIDENING PROJECT COSTS**

PERSONNEL	COMPANY	HOURLY PAY RATE	SUB--- CONSULTANT COST	OVERHEAD FACTOR	ODC's	TOTAL DIRECT LABOR COST	TOTAL INDIRECT COSTS	FEE (9%)	TOTAL LABOR COST	HOURLY BILLING RATE	ESTIMATED PROJECT HOURS	ESTIMATED COST W/ ODC's
Wael Faqih, P.E.	FALCON	\$ 110.00		0.80	\$ --	\$ 16,720.00	\$ 13,376.00	\$ 2,708.64	\$ 32,804.64	\$ 215.82	152	\$ 32,804.64
Scott D. Walker, P.E.	FALCON	\$ 105.00		0.80	\$ --	\$ 168,840.00	\$ 135,072.00	\$ 27,352.08	\$ 331,264.08	\$ 206.01	1608	\$ 331,264.08
Darius Johnson, P.E.	FALCON	\$ 82.00		0.80	\$ --	\$ 172,528.00	\$ 138,022.40	\$ 27,949.54	\$ 338,499.94	\$ 160.88	2104	\$ 338,499.94
Rey Orito, P.E.	FALCON	\$ 79.00		0.80	\$ --	\$ 192,128.00	\$ 153,702.40	\$ 31,124.74	\$ 376,955.14	\$ 155.00	2432	\$ 376,955.14
Amy Griffin, P.E.	FALCON	\$ 78.00		0.80	\$ --	\$ 66,768.00	\$ 53,414.40	\$ 10,816.42	\$ 130,998.82	\$ 153.04	856	\$ 130,998.82
Amelia Arief	FALCON	\$ 38.00		0.80	\$ --	\$ 45,600.00	\$ 36,480.00	\$ 7,387.20	\$ 89,467.20	\$ 74.56	1200	\$ 89,467.20
Dion Castro	FALCON	\$ 54.00		0.80	\$ --	\$ 14,904.00	\$ 11,923.20	\$ 2,414.45	\$ 29,241.65	\$ 105.95	276	\$ 29,241.65
Electrical Inspection	DESI		\$ 20,994.76									\$ 20,994.76
Soils & Materials Testing	CONVERSE		\$ 111,900.38									\$ 111,900.38
Construction Surveying	DAVID EVANS		\$ 165,000.00									\$ 165,000.00
CIDH Pile Testing	EARTHSPECTIVES		\$ 5,000.00									\$ 5,000.00
Cultural Monitor												\$ 10,000.00
Biologist												\$ 5,000.00
Paleontological Monitor												\$ 5,000.00

<b>TOTAL ESTIMATED COSTS</b>	<b>\$</b>	<b>1,652,126.00</b>
<b>TOTAL ESTIMATED COSTS FOR CONSTRUCTION WEBCAM</b>	<b>\$</b>	<b>18,000.00</b>
<b>TOTAL ESTIMATED FIELD OFFICE SUPPLY COSTS</b>	<b>\$</b>	<b>2,500.00</b>
<b>TOTAL ESTIMATED PROJECT COSTS</b>	<b>\$</b>	<b>1,672,626.00</b>

**COST PROPOSAL** Page 1 of 2

**ACTUAL COST-PLUS-FIXED FEE CONTRACTS**

Note: Mark-ups are Not Allowed

Consultant FALCON Engineering Services, Inc. Contract No. 8914 Date 10/03/2016

**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
(Project Manager)	Wael Faqih, PE	152	\$ 110.00	\$ 16,720.00
(SR/ARE)	Scott Walker, PE	1608	\$ 105.00	\$ 168,840.00
(Construction Insp.)	Darius Johnson, PE	2104	\$ 82.00	\$ 172,528.00
(Construction Insp.)	Rey Orito, PE	2432	\$ 79.00	\$ 192,128.00
(Construction Insp.)	Amy Griffin, PE	856	\$ 78.00	\$ 66,768.00
(Construction Insp.)	Ameilia Arief	1200	\$ 38.00	\$ 45,600.00
(SWPPP)	Dion Castro	276	\$ 54.00	\$ 14,904.00

**LABOR COSTS**

- a) Subtotal Direct Labor Costs \$ 677,488.00  
 b) Anticipated Salary Increases (see page 2 for sample) \$ 0.00

c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** **\$ 677,488.00**

**FRINGE BENEFITS**

- d) Fringe Benefits (Rate: 0.00%) e) **TOTAL FRINGE BENEFITS**  
[(c) x (d)] **\$ 0.00**

**INDIRECT COSTS**

- f) Overhead (Rate: \_\_\_\_\_%) g) Overhead [(c) x (f)] **\$ 0.00**  
 h) General and Administrative (Rate: 80%) i) Gen & Admin [(c) x (h)] **\$ 541,990.40**

j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** **\$ 541,990.00**

**FEE (Profit)**

- q) (Rate: 9%) k) **TOTAL FIXED PROFIT [(c) + (j) x (q)]** **\$ 109,753.00**

**OTHER DIRECT COSTS (ODC)**

Description	Unit(s)	Unit Cost	Total
l) Travel/Mileage Costs (supported by consultant actual costs)	_____	\$ _____	\$ 0.00
m) Equipment Rental and Supplies (itemize)	<u>2</u>	\$ 9,000	\$ 18,000.00
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc. (binders for the filing system, reproducing plans and specifications for all team members, any incidental costs incurred before the Contractor sets up the construction office)			\$ 2,500.00
q) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for subconsultant:			
	DESI		\$ 20,994.76
	Converse		\$ 111,900.38
	David Evans		\$ 165,000.00
o) CIDH Pile Testing			\$ 5,000.00
p) Environmental Monitoring			\$ 20,000.00
			<b>\$ 322,895.14</b>
p) <b>TOTAL OTHER DIRECT COSTS [(l) + (m) + (n) + (o)]</b>			<b>\$ 343,395.00</b>

**TOTAL COST [(c) + (j) + (k) + (p)]** **\$ 1,672,626.00**

**NOTES:**

- Employees subject to prevailing wage requirements to be marked with an \*.
- ODC items should be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered "tools of the trade" are not reimbursable.
- ODC items should be consistently billed directly to all clients, not just when client will pay for them as a direct cost.
- ODC items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in overhead rate.

**ACTUAL COST-PLUS-FIXED FEE CONTRACTS**

Consultant FALCON Engineering Services, Inc. Contract No. 8914 Date 10/03/2016

**1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)**

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	<b>5 Year Contract Duration</b>
\$250,000.00	5000		\$50.00	Year 1 Avg Hourly Rate

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

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$50.00	+	2%	=	\$51.00	Year 2 Avg Hourly Rate
Year 2	\$51.00	+	2%	=	\$52.02	Year 3 Avg Hourly Rate
Year 3	\$52.02	+	2%	=	\$53.06	Year 4 Avg Hourly Rate
Year 4	\$53.06	+	2%	=	\$54.12	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year		Total Hours per Cost Proposal	=	Total Hours per Year	
Year 1	20.0%	*	5000	=	1000	Estimated Hours Year 1
Year 2	40.0%	*	5000	=	2000	Estimated Hours Year 2
Year 3	15.0%	*	5000	=	750	Estimated Hours Year 3
Year 4	15.0%	*	5000	=	750	Estimated Hours Year 4
Year 5	10.0%	*	5000	=	500	Estimated Hours Year 5
Total	100%		Total	=	5000	

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)	=	Cost per Year	
Year 1	\$50.00	*	1000	=	\$50,000.00	Estimated Hours Year 1
Year 2	\$51.00	*	2000	=	\$102,000.00	Estimated Hours Year 2
Year 3	\$52.02	*	750	=	\$39,015.00	Estimated Hours Year 3
Year 4	\$53.06	*	750	=	\$39,795.30	Estimated Hours Year 4
Year 5	\$54.12	*	500	=	\$27,060.80	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$257,871.10	
	Direct Labor Subtotal before Escalation			=	\$250,000.00	
	Estimated total of Direct Labor Salary Increase			=	<b>\$0.00</b>	Transfer to Page 1

**NOTES:**

- 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.
- 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)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.

EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #1) Page 1 of 2

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS  
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Consultant Dynamic Engineering Services, Inc. Contract No. 8914 Date 10/3/2016

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Electrical Inspector	John Kannor or Leon Fuentes	136	\$ 57.50	\$ 7,820.00
			\$	\$ 0.00
			\$	\$ 0.00
			\$	\$ 0.00
			\$	\$ 0.00

LABOR COSTS

a) Subtotal Direct Labor Costs \$ 7,820.00  
 b) Anticipated Salary Increases (see page 2 for sample) \$ 0.00  
 c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$ 7,820.00

FRINGE BENEFITS

d) Fringe Benefits (Rate: 43.33%) e) TOTAL FRINGE BENEFITS  
 [(c) x (d)] \$ 3,388.41

INDIRECT COSTS

f) Overhead (Rate: 70.65%) g) Overhead [(c) x (f)] \$ 5,524.83  
 h) General and Administrative (Rate: 10.00%) i) Gen & Admin [(c) x (h)] \$ 782.00  
 j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$ 9,695.24

FEE (Profit)

q) (Rate: 10.00%) k) TOTAL FIXED PROFIT [(c) + (j)] x (q) \$ 1,751.52

OTHER DIRECT COSTS (ODC)

Description	Unit(s)	Unit Cost	Total
l) Travel/Mileage Costs (supported by consultant actual costs)	3200	\$ 0.54	\$ 1,728.00
m) Equipment Rental and Supplies (itemize)		\$	\$ 0.00
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc.		\$	\$ 0.00
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)		\$	\$ 0.00
p) TOTAL OTHER DIRECT COSTS [(l) + (m) + (n) + (o)]			\$ 1,728.00

TOTAL COST [(c) + (j) + (k) + (p)] \$ 20,994.76

NOTES:

- Employees subject to prevailing wage requirements to be marked with an \*.
- ODC items should be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered "tools of the trade" are not reimbursable.
- ODC items should be consistently billed directly to all clients, not just when client will pay for them as a direct cost.
- ODC items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in overhead rate.

EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #1) Page 2 of 2

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

Consultant Dynamic Engineering Services, Inc. Contract No. 8914 Date 10/3/2016

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
<u>\$ 19,624.25</u>	<u>136</u>		\$ 144.30	Year 1 Avg Hourly Rate

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

	Avg Hourly Rate		Proposed Escalation			
Year 1	<u>\$ 144.30</u>	+	<u>0.00%</u>	=	<u>\$ 144.30</u>	_____
Year 2	<u>\$ 144.30</u>	+	<u>0.00%</u>	=	<u>\$ 144.30</u>	_____
Year 3	<u>\$ 144.30</u>	+	<u>0.00%</u>	=	<u>\$ 144.30</u>	_____
Year 4	<u>\$ 144.30</u>	+	<u>0.00%</u>	=	<u>\$ 144.30</u>	_____

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

	Estimated % Completed Each Year		Total Hours per Cost Proposal	=	Total Hours per Year	
Year 1	<u>0.0%</u>	*	_____	=	0	_____
Year 2	<u>0.0%</u>	*	_____	=	0	_____
Year 3	<u>0.0%</u>	*	_____	=	0	_____
Year 4	<u>0.0%</u>	*	_____	=	0	_____
Year 5	<u>0.0%</u>	*	_____	=	0	_____
Total	<u>0%</u>		_____	=		

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)	=	Cost per Year	
Year 1	<u>\$ 144.30</u>	*	<u>0</u>	=	\$ 0.00	_____
Year 2	<u>\$ 144.30</u>	*	<u>0</u>	=	\$ 0.00	_____
Year 3	<u>\$ 144.30</u>	*	<u>0</u>	=	\$ 0.00	_____
Year 4	<u>\$ 144.30</u>	*	<u>0</u>	=	\$ 0.00	_____
Year 5	<u>\$ 144.30</u>	*	<u>0</u>	=	\$ 0.00	_____
	Total Direct Labor Cost with Escalation			=	\$ 0.00	
	Direct Labor Subtotal before Escalation			=	\$ 19,624.25	
	Estimated total of Direct Labor Salary Increase			=	0.00	Transfer to Page 1

NOTES:

- 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.
- 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)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.

**COST PROPOSAL** Page 1 of 2

**ACTUAL COST-PLUS-FIXED FEE CONTRACTS**

Consultant Converse Consultants Contract No. 8914 Date 10-03-16

**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
(PIC)	<u>Hashmi Quazi</u>	<u>10</u>	<u>\$ 129.01</u>	<u>\$ 1,290.10</u>
(Project Manager)	<u>Jordan Roper</u>	<u>80</u>	<u>\$ 33.65</u>	<u>\$ 2,692.00</u>
(Field Engineer)	<u>Antonio Maciel</u>	<u>40</u>	<u>\$ 23.08</u>	<u>\$ 932.20</u>
(Field Tech/Insp.)	<u>William Kowalski</u>	<u>150</u>	<u>\$ 42.63</u>	<u>\$ 6,394.50</u>
(Field Tech/Insp.)	<u>William Kowalski</u>	<u>150</u>	<u>\$ 44.41</u>	<u>\$ 6,661.50</u>
(Field Tech/Insp.)	<u>Gerardo Portea</u>	<u>120</u>	<u>\$ 42.63</u>	<u>\$ 5,115.60</u>
(Field Tech/Insp.)	<u>Gerardo Portea</u>	<u>120</u>	<u>\$ 44.41</u>	<u>\$ 5,329.20</u>
(Lab Tech.)	<u>Michael Padgett</u>	<u>40</u>	<u>\$ 25.70</u>	<u>\$ 1,028.00</u>
(Lab Tech.)	<u>Sony Pheng</u>	<u>40</u>	<u>\$ 13.50</u>	<u>\$ 540.00</u>
(Office Admin.)	<u>Danielle Ertl</u>	<u>30</u>	<u>\$ 28.32</u>	<u>\$ 849.60</u>

**LABOR COSTS**

- a) Subtotal Direct Labor Costs \$ 30,823.70  
 b) Anticipated Salary Increases (see page 2 for sample) \$ 0.00

c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)] \$ 30,823.70

**FRINGE BENEFITS**

- d) Fringe Benefits (Rate: 31.24%) e) **TOTAL FRINGE BENEFITS**  
 [(c) x (d)] \$ 9,629.32

**INDIRECT COSTS**

- f) Overhead (Rate: 117.92%) g) Overhead [(c) x (f)] \$ 36,347.31  
 h) General and Administrative (Rate: 28.24%) i) Gen & Admin [(c) x (h)] \$ 8,704.61

j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] \$ 45,051.92

**FEE (Profit)**

- q) (Rate: 9.00%) k) **TOTAL FIXED PROFIT** [(c) + (j)] x (q)] \$ 7,695.44

**OTHER DIRECT COSTS (ODC)**

Description	Unit(s)	Unit Cost	Total
l) Travel/Mileage Costs (supported by consultant actual costs)	_____	\$ _____	\$ <u>0.00</u>
m) Laboratory Testing Services Costs	_____	\$ _____	\$ <u>18,700.00</u>
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc.	_____	\$ _____	\$ <u>0.00</u>
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)	_____	\$ _____	\$ <u>0.00</u>

p) **TOTAL OTHER DIRECT COSTS** [(l) + (m) + (n) + (o)] \$ 18,700.00

**TOTAL COST** [(c) + (j) + (k) + (p)] \$ 111,900.38

**NOTES:**

- Employees subject to prevailing wage requirements to be marked with an \*.-
- ODC items should be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered "tools of the trade" are not reimbursable.
- ODC items should be consistently billed directly to all clients, not just when client will pay for them as a direct cost.
- ODC items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in overhead rate.

**ACTUAL COST-PLUS-FIXED FEE CONTRACTS**

Consultant Converse Consultants Contract No. 8914 Date 10-03-16

**1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)**

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	<b>5 Year Contract Duration</b>
\$250,000.00	5000		\$50.00	Year 1 Avg Hourly Rate

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

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$50.00	+	2%	=	\$51.00	Year 2 Avg Hourly Rate
Year 2	\$51.00	+	2%	=	\$52.02	Year 3 Avg Hourly Rate
Year 3	\$52.02	+	2%	=	\$53.06	Year 4 Avg Hourly Rate
Year 4	\$53.06	+	2%	=	\$54.12	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.0%	*	5000	=	1000	Estimated Hours Year 1
Year 2	40.0%	*	5000	=	2000	Estimated Hours Year 2
Year 3	15.0%	*	5000	=	750	Estimated Hours Year 3
Year 4	15.0%	*	5000	=	750	Estimated Hours Year 4
Year 5	10.0%	*	5000	=	500	Estimated Hours Year 5
Total	100%		Total	=	5000	

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$50.00	*	1000	=	\$50,000.00	Estimated Hours Year 1
Year 2	\$51.00	*	2000	=	\$102,000.00	Estimated Hours Year 2
Year 3	\$52.02	*	750	=	\$39,015.00	Estimated Hours Year 3
Year 4	\$53.06	*	750	=	\$39,795.30	Estimated Hours Year 4
Year 5	\$54.12	*	500	=	\$27,060.80	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$257,871.10	
	Direct Labor Subtotal before Escalation			=	\$250,000.00	
	Estimated total of Direct Labor Salary Increase			=	<b>\$0.00</b>	Transfer to Page 1

NOTES:

- 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.
- 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)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.

**ATTACHMENT B - Page 2 of 2**

Consultant or Subconsultant

**Converse Consultants**

Contract No. **8914**

Date **5/5/2016**

**SCHEDULE OF OTHER DIRECT COST ITEMS**

Description of Items	Unit	Unit Cost	Total
A. Reproduction and Binding	5	\$ 150.00	\$ 750.00
B. Mail/Courier	0	\$ 30.00	\$ -
C. Mileage	1200	\$ 0.58	\$ 690.00
D. AASHTO T304 - Uncompacted Void Content of Fine Aggregate	2	\$ 150.00	\$ 300.00
E. ASTM C128 - Standard Test Method for Density, Relative Density (Specific Gravity), and Absorption of Fine Aggregate	4	\$ 160.00	\$ 640.00
F. Caltrans Lab Test 202 - Method of Test for Sieve Analysis of Fine and Coarse Aggregates	15	\$ 160.00	\$ 2,400.00
G. Caltrans Lab Test 205 - Method of Test for Determining Percentage of Crushed Particles	2	\$ 175.00	\$ 350.00
H. Caltrans Lab Test 211 - Abrasion of Coarse Aggregate by Use of the Los Angeles Abrasion Testing Machine	2	\$ 230.00	\$ 460.00
I. Caltrans Lab Test 214 - Method of Test for Soundness of Aggregates by Use of Sodium Sulfate	2	\$ 200.00	\$ 400.00
J. Caltrans Lab Test 216 - Method of Test for Relative Compaction of Untreated and Treated Soils and Aggregates	8	\$ 180.00	\$ 1,440.00
K. Caltrans Lab Test 217 - Method of Test for Sand Equivalent	4	\$ 110.00	\$ 440.00
L. Caltrans Lab Test 226/370 - Method of Test for Determination of Moisture Content of Soils and Aggregates	4	\$ 50.00	\$ 200.00
M. Caltrans Lab Test 227 - Method of Test for Evaluating Cleanness of Coarse Aggregate	1	\$ 135.00	\$ 135.00
N. Caltrans Lab Test 229 - Method of Test for Durability Index	2	\$ 180.00	\$ 360.00
O. Caltrans Lab Test 301 - Method of Test for Determining the Resistance "R" Value of Treated and Untreated Bases, Subbases and Basement Soils by the Stabilometer	1	\$ 310.00	\$ 310.00
P. Caltrans Lab Test 304 - Method of Preparation of HMA for Test Specimens	1	\$ 260.00	\$ 260.00
Q. Caltrans Lab Test 308 - Method of Test for Determining Bulk Specific Gravity and Density of Compacted Hot Mix Asphalt	1	\$ 95.00	\$ 95.00
R. Caltrans Lab Test 309 - Method of Test for Theoretical Maximum Specific Gravity and Density of Hot Mix Asphalt	1	\$ 175.00	\$ 175.00
S. Caltrans Lab Test 366 - Method of Test for Stabilometer Value	1	\$ 345.00	\$ 345.00
T. Caltrans Lab Test 367 - Method of Test for Determining Optimum Bitumen Content (OBC)	2	\$ 50.00	\$ 100.00
U. Caltrans Lab Test 371 - Method of Test for Resistance of Compacted Bituminous Mixture to Moisture Induced Damage	0	\$ 2,300.00	\$ -
V. Caltrans Lab Test 382 - Determination of Asphalt Content of Bituminous Paving Mixtures by the Ignition Method	2	\$ 230.00	\$ 460.00
W. Caltrans Lab Test 382 - Determination of Asphalt Content of Bituminous Paving Mixtures by the Ignition Method (Correction Factor)	1	\$ 690.00	\$ 690.00
X. Caltrans Lab Test 521 - Method of Test for Compressive Strength of Molded Concrete Cylinders	260	\$ 25.00	\$ 6,500.00
Y. Caltrans Lab Test 523 - Method of Test for Flexural Strength of Concrete	10	\$ 105.00	\$ 1,050.00
Z. Caltrans Lab Test 643 - Method for Determining Field and Laboratory Resistivity and pH Measurements for Soil and Water	1	\$ 150.00	\$ 150.00
<b>TOTAL ODC's =</b>			<b>\$ 18,700.00</b>

**IMPORTANT NOTES:**

- List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
- Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.
- Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in overhead rate.
- Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice)
- Items listed above that would be considered "tools of the trade" are not reimbursable as other direct costs.
- Travel related costs should be pre-approved by the contracting agency. The rates should not exceed the State Department of Personnel Administration (DPA) requirements.
- If mileage is claimed, the rate should be supported by the consultants calculation of their actual costs for company vehicles. In addition, the claimed should be supported by mileage logs.
- If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is their standard procedures for all of their contracts and that they do not own any vehicles that could be used for the same purpose.

**EXHIBIT 10-H COST PROPOSAL**  
**ACTUAL COST-PLUS-FIXED-FEE CONTRACTS**  
(Construction Management- Surveying)

Consultant: David Evans and Associates, Inc. Contract No.: 8914 Date: 10/2/2016

**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Survey Manager	Robert D. Vasquez	15	\$64.80	\$972.00
Survey Party Chief *	Jerry Woodrow	525	\$49.83	\$26,160.75
Survey Party Chief *	Duane Balderston		\$46.11	\$0.00
Survey Instrumentman*	David Figueredo	490	\$43.61	\$21,368.90
Survey Instrumentman*	Jeffrey Bolton		\$43.61	\$0.00
Survey Analyst	Ken Murto		\$41.00	\$0.00
Survey Analyst	John "Jay" Bentley	90	\$46.50	\$4,185.00
Sr Survey Analyst	David Crosswhite	4	\$54.60	\$218.40
Project Coordinator	Dolores Moriera	10	\$30.80	\$308.00
Project Admin	Teresa Nelson	4	\$31.16	\$124.64

**LABOR COSTS**

a) Subtotal Direct Labor		<u>\$53,337.69</u>	
b) Anticipated Salary Increases	<u>1.00%</u>	<u>\$533.38</u>	
			c) <b>TOTAL DIRECT LABOR COSTS</b> <u>\$53,871.07</u>

**FRINGE BENEFITS**

d) Fringe Benefits:	<u>61.39%</u>		e) <b>TOTAL FRINGE BENEFITS</b> <u>\$33,071.45</u>
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**INDIRECT COSTS**

f) Overhead Rate:	<u>120.10%</u>	g) Overhead	<u>\$64,699.15</u>
h) General and AdminRate:	<u>0.33%</u>	i) Gen & Admir	<u>\$177.77</u>
		j) <b>TOTAL INDIRECT COSTS</b>	<u>\$64,876.93</u>

**FIXED FEE (Profit)**

n) Rate:	<u>8.00%</u>	k) <b>TOTAL PROFIT</b>	<u>\$12,145.56</u>
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**TOTAL LABOR COSTS** \$163,965.00

**OTHER DIRECT COSTS (ODC)**

l) Travel/Mileage/Vehicle	<u>\$1,035.00</u> *
m) Equipment - Scanner	<u>                    </u>
n) Permit Fees	<u>                    </u>
o) Subconsultant Costs	<u>                    </u>

p) **TOTAL OTHER DIRECT COSTS** \$1,035.00

**TOTAL COST** \$165,000.00

\* Mileage is based on the current IRS rate of \$0.54/mile. (~1,916 X \$0.54)

NOTES:

- Employees subject to prevailing wage requirements to be marked with an \*.
- ODC items should be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered “tools of the trade” are not reimbursable.
- ODC items should be consistently billed directly to all clients, not just when client will pay for them as a direct cost.
- ODC items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in overhead rate.
- Travel related costs should be pre-approved by the contracting agency. The rates should not exceed the State Department of Personnel Administration (DPA) requirements.

## **EXHIBIT "C" INSURANCE**

A. Insurance Coverages. Service Provider shall provide and maintain insurance, acceptable to the City, in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services by Service Provider, its agents, representatives or employees. Service Provider shall procure and maintain the following scope and limits of insurance:

**Only the following “marked” requirements are applicable:**

**X** **Commercial General Liability (CGL):** Insurance written on an occurrence basis to protect Service Provider and City against liability or claims of liability which may arise out of this Agreement in the amount of one million dollars (\$1,000,000) per occurrence and subject to an annual aggregate of two million dollars (\$2,000,000). Coverage shall be at least as broad as Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG 0001). There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. additional insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

**X** **Vehicle Liability Insurance:** Vehicle liability insurance in an amount not less than \$1,000,000 for injuries, including accidental death, to any one person, and subject to the same minimum for each person, in an amount not less than one million dollars (\$1,000,000) for each accident, and property damage insurance in an amount of not less than one million dollars (\$1,000,000). A combined single limit policy with aggregate limits in an amount of not less than \$2,000,000 shall be considered equivalent to the said required minimum limits. Coverage shall be at least as broad as Insurance Services Office form number CA 0001 covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to the approval of the City.

**X** **Workers' Compensation Insurance:** Workers' Compensation insurance that includes a minimum of one million dollars (\$1,000,000) of employers' liability coverage. Service Provider shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives. In the event a claim under the provisions of the California Workers' Compensation Act is filed against City by a bona fide employee of Service Provider participating under this Agreement, Service Provider is to defend and indemnify the City from such claim.

**X** **Professional Liability Insurance:** Professional liability insurance appropriate to the Service Provider's profession in an amount not less than one million dollars \$1,000,000 per occurrence. This coverage may be written on a “claims made” basis,

and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to Services performed under this Agreement. The insurance must be maintained for at least three (3) consecutive years following the completion of Service Provider's services or the termination of this Agreement. During this additional three (3) year period, Service Provider shall annually and upon request of the City submit written evidence of this continuous coverage.

B. Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

1. All Coverages.

a. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either Party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by certified mail, return receipt requested, has been given to City.

b. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

2. Commercial General Liability and Automobile Liability Coverages.

a. City, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities Service Provider performs; products and completed operations of Service Provider; premises owned, occupied or used by Service Provider; or automobiles owned, leased, hired or borrowed by Service Provider. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, or employees.

b. Service Provider's insurance coverage shall be primary insurance with respect to City, and its respective elected and appointed, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by City, and its respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, Service Provider's insurance.

c. Service Provider'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.

d. Any failure to comply with the reporting or other provisions of the insurance policies, including breaches of warranties, shall not affect coverage

provided to City, and its respective elected and appointed officers, officials, employees or volunteers.

e. The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees or agents.

3. Workers' Compensation Coverage. Unless the City Manager otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against City, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by Service Provider.

C. Other Requirements. Service Provider agrees to deposit with City, at or before the effective date of this Agreement, certificates of insurance necessary to satisfy City that the insurance provisions of this contract have been complied with. The City may require that Service Provider furnish City with copies of original endorsements effecting coverage required by this Exhibit "C". The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. City reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

1. Service Provider shall furnish certificates and endorsements from each sub-contractor identical to those Service Provider provides.

2. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers, or the Service Provider shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

3. The procuring of such required policy or policies of insurance shall not be construed to limit Service Provider's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.