

CITY OF MENIFEE
PROFESSIONAL SERVICES AGREEMENT
CIP 13-03: HOLLAND ROAD OVERPASS PROJECT
(CONSTRUCTION MANAGEMENT SERVICES)

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and effective this 3rd day of November, 2021 (“Effective Date”) by and between the CITY OF MENIFEE, a California municipal corporation, (“City”) and **SOUTHSTAR ENGINEERING & CONSULTING, INC.**, a California Corporation (“Consultant”). City and Consultant may sometimes herein be referred to individually as a “Party” and collectively as the “Parties.”

SECTION 1. SERVICES.

Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Services, attached hereto as Exhibit A and incorporated herein by this reference (the “Services”). Consultant will perform subsequent task orders as requested by the Contract Administrator (as defined below), in accordance with the Scope of Services. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

1.1 Term of Services. The term of this Agreement shall begin on **Novemeber 3, 2021** and shall end on **June 30, 2024** unless the term of this Agreement is otherwise terminated or extended as provided for in Section 8. The time provided to Consultant to complete the Services required by this Agreement shall not affect City’s right to terminate this Agreement, as provided for in Section 8.

1.2 Standard of Performance. Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the Services contemplated herein and, in light of such status and experience, Consultant shall perform the Services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession and to the sole satisfaction of the Contract Administrator.

1.3 Assignment of Personnel. Consultant shall assign only competent personnel to perform the Services pursuant to Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 Time. Consultant shall devote such time to the performance of the Services pursuant to this Agreement as may be reasonably necessary to satisfy Consultant’s obligations hereunder.

1.5 Authorization to Perform Services. Consultant is not authorized to perform any of the Services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

1.6 Covid-19 Safety. If Consultant enters City property or meets in person with City employees during the performance of the Services, Consultant shall comply with all State, County, and local emergency orders, directives, protocols, and best practices related to the COVID-19 pandemic, including, but not limited to: (A) wearing facial coverings, (B) maintaining adequate physical distancing when possible, (C) regular hand washing, and (D) regular hand sanitizing.

SECTION 2. COMPENSATION.

City hereby agrees to pay Consultant a sum not to exceed **THREE MILLION TWO HUNDRED FORTY EIGHT THOUSAND TWO HUNDRED THIRTY SEVEN DOLLARS AND FORTY THREE CENTS (\$3,248,237.43)** notwithstanding any contrary indications that may be contained in Consultant's proposal, for the Services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Exhibit A, regarding the amount of compensation, this Agreement shall prevail. City shall pay Consultant for the Services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for the Services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized in advance by City, Consultant shall not bill City for duplicate services performed by more than one person.

2.1 Invoices. Consultant shall submit invoices monthly during the term of this Agreement, based on the cost for the Services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- a. Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- b. The beginning and ending dates of the billing period;
- c. A "Task Summary" containing the original contract amount, the amount of prior billings, the total due this period, the balance available under this Agreement, and the percentage of completion;
- d. At City's option, for each item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person performing the Services, the hours spent by each person, a brief description of the Services, and each reimbursable expense;
- e. The total number of hours of work performed under this Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing the Services hereunder necessary to complete the Services described in Exhibit A;
- f. Receipts for expenses to be reimbursed;

g. The Consultant Representative's signature.

Invoices shall be submitted to:

City of Menifee
Attn: Accounts Payable
29844 Haun Road
Menifee, CA 92586

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for the Services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

2.3 Final Payment. City shall pay the last ten percent (10%) of the total amount due pursuant to this Agreement within sixty (60) days after completion of the Services and submittal to City of a final invoice, if all of the Services required have been satisfactorily performed.

2.4 Total Payment. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering the Services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entirety of the Services performed pursuant to this Agreement, unless this Agreement is modified in writing prior to the submission of such an invoice.

2.5 Hourly Fees. Fees for the Services performed by Consultant on an hourly basis shall not exceed the amounts shown on the fee schedule included with Exhibit A.

2.6 Reimbursable Expenses. Reimbursable expenses are included within the maximum amount of this Agreement.

2.7 Payment of Taxes. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any federal or state taxes.

2.8 Payment upon Termination. In the event that City or Consultant terminates this Agreement pursuant to Section 8, City shall compensate Consultant for all outstanding costs and reimbursable expenses incurred for Services satisfactorily completed and for reimbursable expenses as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs and reimbursable expenses incurred to that date.

SECTION 3. FACILITIES AND EQUIPMENT.

Except as otherwise provided, Consultant shall, at its sole cost and expense, provide all facilities and equipment necessary to perform the services required by this Agreement. City shall make available to Consultant only physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees

and reviewing records and the information in possession of City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be required to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

SECTION 4. INSURANCE REQUIREMENTS.

Before beginning any work under this Agreement, Consultant, at its own cost and expense, shall procure the types and amounts of insurance checked below and provide Certificates of Insurance, indicating that Consultant has obtained or currently maintains insurance that meets the requirements of this section and which is satisfactory, in all respects, to City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in Consultant's compensation. Consultant shall not allow any subcontractor, consultant or other agent to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Consultant acknowledges the insurance policy must cover inter-insured suits between City and other Insureds.

4.1 Workers' Compensation. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant pursuant to the provisions of the California Labor Code. Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident, ONE MILLION DOLLARS (\$1,000,000.00) disease per employee, and ONE MILLION DOLLARS (\$1,000,000.00) disease per policy. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against City and its officers, officials, employees, and authorized volunteers for loss arising from the Services performed under this Agreement.

4.2 Commercial General and Automobile Liability Insurance.

a. General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage, for risks associated with the Services contemplated by this Agreement, TWO MILLION DOLLARS (\$2,000,000.00) general aggregate, and TWO MILLION DOLLARS (\$2,000,000.00) products/completed operations aggregate. If a Commercial General Liability Insurance or an Automobile Liability Insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the Services to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection

against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from the Services contemplated under this Agreement, including the use of hired, owned, and non-owned automobiles.

b. Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 Code 2, 8, and 9. No endorsement shall be attached limiting the coverage.

c. Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

a. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

b. Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

4.3 Professional Liability Insurance.

a. General requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing the Services pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall be shown on the Certificate. If the deductible or self-insured retention exceeds TWENTY-FIVE THOUSAND DOLLARS (\$25,000), it must be approved by City.

b. Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

a. The retroactive date of the policy must be shown and must be no later than the commencement of the Services.

b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after the expiration or termination of this Agreement or completion of the Services, so long as commercially available at reasonable rates.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the Effective Date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five (5) years after the expiration or termination of this Agreement or the completion of the Services. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the Services under this Agreement. City shall have the

right to exercise, at Consultant's sole cost and expense, any extended reporting provisions of the policy, if Consultant cancels or does not renew the coverage.

d. A copy of the claim reporting requirements must be submitted to City prior to the commencement of the Services under this Agreement.

4.4 All Policies Requirements.

a. Acceptability of insurers. All insurance required by this Section is to be placed with insurers with a Bests' rating of no less than A:VII and admitted in California.

b. Verification of coverage. Prior to beginning the Services under this Agreement, Consultant shall furnish City with Certificates of Insurance, additional insured endorsement or policy language granting additional insured status complete certified copies of all policies, including complete certified copies of all endorsements. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. The Certificate of Insurance must include the following reference: **CIP 13-03: HOLLAND ROAD OVERPASS PROJECT (CONSTRUCTION MANAGEMENT SERVICES)**. The name and address for Additional Insured endorsements, Certificates of Insurance and Notice of Cancellation is: City of Menifee, 29844 Haun Road, Menifee, CA 92586. City must be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of Consultant.

c. Notice of Reduction in or Cancellation of Coverage. Consultant shall provide written notice to City within ten (10) working days if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.

d. Additional insured; primary insurance. City and its officers, employees, agents, and authorized volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of the Services performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant, as applicable; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by Consultant in the course of providing the Services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or authorized volunteers. The insurance provided to City as an additional insured must apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by City. Additional insured status shall continue for one (1) year after the expiration or termination of this Agreement or completion of the Services.

A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to City and its officers, officials, employees, and volunteers, and that no insurance or self-insurance maintained by City shall be called upon to contribute to a loss under the coverage.

e. Deductibles and Self-insured Retentions. Consultant shall obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the Services.

During the term of this Agreement, only upon the prior express written authorization of the Contract Administrator, Consultant may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Consultant procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

f. Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

g. Variation. The Contract Administrator may, but is not required to, approve in writing a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that City's interests are otherwise fully protected.

4.5 Remedies. In addition to any other remedies at law or equity City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- a. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Agreement;
- b. Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- c. Terminate this Agreement.

SECTION 5. INDEMNIFICATION.

5.1 Indemnification for Professional Liability. Where the law establishes a professional standard of care for performance of the Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend (with counsel selected by City), and hold harmless City and any and all of its officers, employees, officials, volunteers, and agents from and against any and all claims, losses, costs, damages, expenses, liabilities, liens, actions, causes of action (whether in tort, contract, under statute, at law, in equity, or otherwise) charges, awards, assessments, fines, or penalties of any kind (including reasonable consultant and expert fees and expenses of investigation, costs of whatever kind and nature and, if Consultant fails to provide a defense for City, the legal costs of counsel retained by City) and any judgment (collectively, "Claims") to the extent same are caused in whole or in part by any negligent or wrongful act, error, or omission of Consultant, its officers, agents, employees, or subcontractors (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

5.2 Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, protect, defend (with counsel selected by City), and hold harmless City, and any and all of its officers, employees, officials, volunteers, and agents from and against any and all Claims, where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

5.3 Limitation of Indemnification for Design Professionals. Notwithstanding any provision of this Section 5 to the contrary, design professionals are required to defend and indemnify City only to the extent permitted by Civil Code Section 2782.8. The term “design professional” as defined in Section 2782.8, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

5.4 Limitation of Indemnification. The provisions of this Section 5 do not apply to claims occurring as a result of City’s sole or active negligence. The provisions of this Section 5 shall not release City from liability arising from gross negligence or willful acts or omissions of City or any and all of its officers, officials, employees, and agents acting in an official capacity.

SECTION 6. STATUS OF CONSULTANT.

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of the Services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes the Services rendered pursuant to this Agreement. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant’s exclusive direction and control. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents is in any manner officers, officials, employees, or agents of City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner. Except for the fees paid to Consultant as provided in this Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing the Services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing the Services hereunder. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (“PERS”) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

SECTION 7. LEGAL REQUIREMENTS.

7.1 Governing Law. The laws of the State of California shall govern this Agreement.

7.2 Compliance with Applicable Laws. Consultant and any subcontractor shall comply with all applicable local, state, and federal laws and regulations applicable to the performance of the work hereunder. Consultant shall not hire or employ any person to perform work within City or allow any person to perform the Services required under this Agreement unless such person is properly documented and legally entitled to be employed within the United States. Any and all work subject to prevailing wages, as determined by the Director of Industrial Relations of the State of California, will be the minimum paid to all laborers, including Consultant's employee and subcontractors. It is understood that it is the responsibility of Consultant to determine the correct scale. The State Prevailing Wage Rates may be obtained from the California Department of Industrial Relations ("DIR") pursuant to California Public Utilities Code, Sections 465, 466, and 467 by calling 415-703-4774. Appropriate records demonstrating compliance with such requirement shall be maintained in a safe and secure location at all times, and readily available at City's request. Consultant shall indemnify, defend, and hold City and its elected and appointed boards, members, officials, officers, agents, representatives, employees, and volunteers harmless from and against any liability, loss, damage, cost or expenses (including but not limited to reasonable attorneys' fees, expert witness fees, court costs, and costs incurred related to any inquiries or proceedings) arising from or related to (i) the noncompliance by Consultant or any party performing the Services of any applicable local, state, and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, the requirement to pay state prevailing wages and hire apprentices); (ii) the implementation of Section 1781 of the Labor Code, as the same may be amended from time to time, or any other similar law; and/or (iii) failure by Consultant or any party performing the Services to provide any required disclosure or identification as required by Labor Code Section 1781, as the same may be amended from time to time, or any other similar law. It is agreed by the Parties that, in connection with performance of the Services, including, without limitation, any and all public works (as defined by applicable law), Consultant shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law. Consultant acknowledges and agrees that it shall be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with such laws. Consultant shall require the same of all subcontractors.

7.3 Licenses and Permits. Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

SECTION 8. TERMINATION AND MODIFICATION.

8.1 Termination. City may cancel this Agreement at any time and without cause upon written notification to Consultant.

8.2 Termination by Consultant. Consultant may cancel this Agreement upon 30 days' written notice to City.

8.3 Consequences of Termination. In the event of termination, Consultant shall be entitled to compensation for the Services performed up to the date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or City in connection with this Agreement.

8.4 Extension. City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

8.5 Amendments. The Parties may amend this Agreement only by a writing signed by all the Parties.

8.6 Assignment and Subcontracting. City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in Consultant's proposal, without prior written approval of the Contract Administrator. In the event that key personnel leave Consultant's employ, Consultant shall notify City immediately.

8.7 Survival. All obligations arising prior to the expiration or termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the expiration or termination of this Agreement.

8.8 Options upon Breach by Consultant. If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, any or all of the following:

- a. Immediately terminate this Agreement;
- b. Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

c. Retain a different consultant to complete the Services described in Exhibit A; and/or

d. Charge Consultant the difference between the cost to complete the Services described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the Services.

SECTION 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Consultant's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of City. Consultant hereby agrees to deliver those documents to City upon the expiration or termination of this Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for City and are not necessarily suitable for any future or other use. Any use of such documents for other projects by City shall be without liability to Consultant. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports, and other documents are confidential and will not be released to third parties without prior written consent of both Parties unless required by law.

9.2 Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, rights of reproduction, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, test data, survey results, models, renderings, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings, digital renderings, or data stored digitally, magnetically, or in any other medium, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents and Data"). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents and Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents and Data. Consultant makes no such representation and warranty in regard to Documents and Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

9.3 Consultant's Books and Records. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for the Services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible.

9.4 Inspection and Audit of Records. Any records or documents that Section 9.3 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

SECTION 10. MISCELLANEOUS PROVISIONS.

10.1 Attorneys' Fees. If either Party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees and expenses including costs, in addition to any other relief to which that Party may be entitled; provided, however, that the attorneys' fees awarded pursuant to this Section shall not exceed the hourly rate paid by City for legal services multiplied by the reasonable number of hours spent by the prevailing Party in the conduct of the litigation. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 Applicable Law; Venue. The internal laws of the State of California shall govern the interpretation and enforcement of this Agreement. In the event that either Party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in Riverside County.

10.3 Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

10.4 Section Headings and Subheadings. The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

10.5 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.6 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

10.7 Consultant Representative. All matters under this Agreement shall be handled for Consultant by Jason Bennecke ("Consultant's Representative"). The Consultant's Representative shall have full authority to represent and act on behalf of Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

10.8 City Contract Administration. This Agreement shall be administered by a City employee, Carlos Geronimo, Principal Engineer (“Contract Administrator”). All correspondence shall be directed to or through the Contract Administrator or his designee. The Contract Administrator shall have the power to act on behalf of City for all purposes under this Agreement. Unless otherwise provided in this Agreement, Consultant shall not accept direction or orders from any person other than the Contract Administrator or his designee.

10.9 Notices. Any written notice to Consultant shall be sent to:

SOUTHSTAR ENGINEERING & CONSULTING, INC
Attn: Jason Bennecke
1945 Chicago Avenue, Suite C-2
Riverside, CA 92507

Any written notice to City shall be sent to the Contract Administrator at:

City of Menifee
29844 Haun Road
Menifee, CA 92586
Attn: Carlos Geronimo, Principal Engineer

with a copy to:

City Clerk
City of Menifee
29844 Haun Road
Menifee, CA 92586

10.10 Professional Seal. Where applicable in the determination of the Contract Administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled “Seal and Signature of Registered Professional with report/design responsibility,” as in the following example.

Seal and Signature of Registered Professional with report/design responsibility.

10.11 Rights and Remedies. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

10.12 Integration. This Agreement, including the scope of services attached hereto and incorporated herein as Exhibit A, represents the entire and integrated agreement between City and

Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

10.13 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

10.14 Execution of Contract. The persons executing this Agreement on behalf of each of the Parties hereto represent and warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said Party is bound.

10.15 Nondiscrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that in the performance of this Agreement there shall be no discrimination against or segregation of, any person or group of persons on account of any impermissible classification including, but not limited to, race, color, creed, religion, sex, marital status, sexual orientation, national origin, or ancestry.

10.16 No Third Party Beneficiaries. With the exception of the specific provisions set forth in this Agreement, there are no intended third-party beneficiaries under this Agreement and no such other third parties shall have any rights or obligations hereunder.

10.17 Nonliability of City Officers and Employees. No officer, official, employee, agent, representative, or volunteer of City shall be personally liable to Consultant, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

10.18 No Undue Influence. Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of City shall receive compensation, directly or indirectly, from Consultant, or from any officer, employee, or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement.

10.19 No Benefit to Arise to City Employees. No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or has responsibilities with respect to this Agreement during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for the Services to be performed under this Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties hereto have executed and entered into this Agreement as of the Effective Date.

CITY OF MENIFEE

CONSULTANT

DocuSigned by:



A96907ED91464C0...

Armando G. Villa, City Manager

Attest:

DocuSigned by:



276D93A0122A4CB...

Sarah A. Manwaring, City Clerk

Approved as to Form:

DocuSigned by:



DABE8080180C4BB...

Jeffrey T. Melching, City Attorney

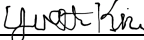
DocuSigned by:



0960CBD7A1734E3...

Amr Abuelhassan, Executive Vice President/CFO

DocuSigned by:



C8B1ADB791E0486...

Yvette Kirrin, President

[Corporation must have two signatures]

EXHIBIT A

SCOPE OF SERVICES

Services shall include Construction Management Services for CIP 13-03: Holland Road Overpass Project in amount not to exceed **THREE MILLION TWO HUNDRED FORTY EIGHT THOUSAND TWO HUNDRED THIRTY SEVEN DOLLARS AND FORTY THREE CENTS (\$3,248,237.43)** as further detailed in the following page(s).

Holland Road / I-215 Overpass Project
Proposed Budget for Construction Management & Inspection Services
SOUTHSTAR ENGINEERING & CONSULTING, INC.
15-Oct-21

Construction Manager		Pre-Construction (6 months)			Construction (12 months)			Post Construction (6 months)			Total	
		Hours	Billing Rate	Total Cost	Hours	Billing Rate	Total Cost	Hours	Billing Rate	Total Cost	Hours	Total Cost
Prime												
Jason Bennecke	Project Director	48.00	\$ 269.00	\$ 12,912.00	168.00	\$ 269.00	\$ 45,192.00	24.00	\$ 269.00	\$ 6,456.00	240.00	\$ 64,560.00
Amr Abuelhassan	Resident Engineer	120.00	\$ 269.00	\$ 32,280.00	1,920.00	\$ 269.00	\$ 516,480.00	120.00	\$ 269.00	\$ 32,280.00	2,160.00	\$ 581,040.00
Philip Hannawi	ARE/OE	60.00	\$ 229.00	\$ 13,740.00	1,200.00	\$ 229.00	\$ 274,800.00	180.00	\$ 229.00	\$ 41,220.00	1,440.00	\$ 329,760.00
Michael Smith	Senior Construction Inspector	60.00	\$ 189.00	\$ 11,340.00	2,016.00	\$ 189.00	\$ 381,024.00	48.00	\$ 189.00	\$ 9,072.00	2,124.00	\$ 401,436.00
Tyler Garrison	Construction Inspector	-	\$ 165.00	\$ -	1,280.00	\$ 165.00	\$ 211,200.00	-	\$ 165.00	\$ -	1,280.00	\$ 211,200.00
Daniela Hegedes	Contract Administration Support	12.00	\$ 85.00	\$ 1,020.00	480.00	\$ 85.00	\$ 40,800.00	120.00	\$ 85.00	\$ 10,200.00	612.00	\$ 52,020.00
	B/C review	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -
Vanessa Barrientos	Public Affairs Director	120.00	\$ 149.00	\$ 17,880.00	420.00	\$ 149.00	\$ 62,580.00	30.00	\$ 149.00	\$ 4,470.00	570.00	\$ 84,930.00
	Public Affairs Technician/Graphics	60.00	\$ 95.00	\$ 5,700.00	600.00	\$ 95.00	\$ 57,000.00	24.00	\$ 95.00	\$ 2,280.00	684.00	\$ 64,980.00
SUBTOTAL		480.00		\$ 94,872.00	8,084.00		\$ 1,589,076.00	546.00		\$ 105,978.00	9,110.00	\$ 1,789,926.00
Inspection Subconsultants		Pre-Construction			Construction			Post Construction			Total	
		Hours	Billing Rate	Total Cost	Hours	Billing Rate	Total Cost	Hours	Billing Rate	Total Cost	Hours	Total Cost
Structural Engineering (TY Lin)												
	Senior Structures QA	40.00	\$ 249.00	\$ 9,960.00	80.00	\$ 249.00	\$ 19,920.00	2.00	\$ 249.00	\$ 498.00	122.00	\$ 30,378.00
	Structures Representative	40.00	\$ 249.00	\$ 9,960.00	1,420.00	\$ 249.00	\$ 353,580.00	80.00	\$ 249.00	\$ 19,920.00	1,540.00	\$ 383,460.00
	Asst. Structures Representative	20.00	\$ 219.00	\$ 4,380.00	1,150.00	\$ 219.00	\$ 251,850.00	80.00	\$ 219.00	\$ 17,520.00	1,250.00	\$ 273,750.00
SUBTOTAL		100.00		\$ 24,300.00	2,650.00		\$ 625,350.00	162.00		\$ 37,938.00	2,912.00	\$ 687,588.00
		Pre-Construction			Construction			Post Construction			Total	
		Hours	Billing Rate	Total Cost	Hours	Billing Rate	Total Cost	Hours	Billing Rate	Total Cost	Hours	Total Cost
Environmental Support (ICF)												
	Project Director	10	\$230.00	\$2,300.00	1	\$230.00	\$230.00	1	\$230.00	\$230.00	12	\$2,760.00
	Project Archaeologist	40	\$180.00	\$7,200.00	25	\$180.00	\$4,500.00	2	\$180.00	\$360.00	67	\$12,060.00
	Environmental Compliance Manager/Senior	52	\$150.00	\$7,800.00	25	\$150.00	\$3,750.00	2	\$150.00	\$300.00	79	\$11,850.00
	Project Support	4	\$115.00	\$460.00	0	\$115.00	\$0.00	2	\$115.00	\$230.00	6	\$690.00
	Field Staff (Biologist/Archaeologist)	80	\$90.00	\$7,200.00	200	\$90.00	\$18,000.00	40	\$90.00	\$3,600.00	320	\$28,800.00
SUBTOTAL		186.00		\$24,960.00	251.00		\$26,480.00	47.00		\$4,720.00	484.00	\$56,160.00
Other Direct Costs (Environmental Support)												
	Equipment, Vehicles, Phones, etc.			\$4,334.20			\$6,500.00					\$10,834.20
	Paleontological Monitor and Support			\$7,436.00			\$15,000.00			\$5,000.00		\$27,436.00
	SUBTOTAL (ODCs Environmental Support)			\$11,770.20			\$21,500.00			\$5,000.00		\$38,270.20
SUBTOTAL (Environmental Support)				\$36,730.20			\$47,980.00			\$9,720.00		\$94,430.20
		Pre-Construction			Construction			Post Construction			Total	
		Hours	Billing Rate	Total Cost	Hours	Billing Rate	Total Cost	Hours	Billing Rate	Total Cost	Hours	Total Cost
Materials Testing (RMA)												
	Soils and Material Technician	-	\$ -	\$ -	1,200.00	\$ 125.00	\$ 150,000.00	-	\$ -	\$ -	1,200.00	\$ 150,000.00
	Plant Inspection	-	\$ -	\$ -	100.00	\$ 125.00	\$ 12,500.00	-	\$ -	\$ -	100.00	\$ 12,500.00
	Project Engineer	-	\$ -	\$ -	160.00	\$ 170.00	\$ 27,200.00	-	\$ -	\$ -	160.00	\$ 27,200.00
	Office/Admin	-	\$ -	\$ -	160.00	\$ 80.00	\$ 12,800.00	-	\$ -	\$ -	160.00	\$ 12,800.00
	Direct Expense (Laboratory Testing)	-	\$ -	\$ -	1.00	\$ 55,000.00	\$ 55,000.00	-	\$ -	\$ -	1.00	\$ 55,000.00
SUBTOTAL		-		\$ -	1,621.00		\$ 257,500.00	-		\$ -	1,621.00	\$ 257,500.00
		Pre-Construction			Construction			Post Construction			Total	
		Hours	Billing Rate	Total Cost	Hours	Billing Rate	Total Cost	Hours	Billing Rate	Total Cost	Hours	Total Cost

Source Inspection (ZT Consulting)												
	Structural Material Representative	40	\$ 184.80	\$ 7,392.00	190	\$ 184.80	\$ 35,112.00	0	\$ 184.80	\$ -	230	\$ 42,504.00
	Source Inspector	0	\$ 115.50	\$ -	450	\$ 115.50	\$ 51,975.00	0	\$ 115.50	\$ -	450	\$ 51,975.00
	Travel Expense		\$ -	\$ -			\$ 7,000.00		\$ -	\$ -		\$ 7,000.00
	Other Direct Expense (Specialized Testing)		\$ -	\$ -			\$ 15,100.00		\$ -	\$ -		\$ 15,100.00
SUBTOTAL		40.00		\$ 7,392.00	640.00		\$ 109,187.00	-		\$ -	680.00	\$ 116,579.00
		Pre-Construction			Construction			Post Construction			Total	
		Hours	Billing Rate	Total Cost	Hours	Billing Rate	Total Cost	Hours	Billing Rate	Total Cost	Hours	Total Cost
Electrical Inspection (DESI)												
	Project Director	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -
	Resident Engineer	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -
	ARE/OE	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -
	Senior Inspector	50.00	\$ 164.36	\$ 8,218.00	1,340.00	\$ 164.36	\$ 220,242.40	-	\$ 164.36	\$ -	1,390.00	\$ 228,460.40
	Contract Administration Support	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -
	B/C review	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -
SUBTOTAL		50.00		\$ 8,218.00	1,340.00		\$ 220,242.40	-		\$ -	1,390.00	\$ 228,460.40
		Pre-Construction			Construction			Post Construction			Total	
		Hours	Billing Rate	Total Cost	Hours	Billing Rate	Total Cost	Hours	Billing Rate	Total Cost	Hours	Total Cost
Construction Surveying (DEA)												
	Survey Manager	4	\$240.00	\$960.00	4	\$240.00	\$960.00	2	\$240.00	\$480.00	10	\$2,400.00
	Project Surveyor	20	\$190.00	\$3,800.00	24	\$190.00	\$4,560.00	4	\$190.00	\$760.00	48	\$9,120.00
	Survey Analyst	20	\$125.00	\$2,500.00	40	\$125.00	\$5,000.00	4	\$125.00	\$500.00	64	\$8,000.00
	Survey Coordinator	2	\$110.00	\$220.00	2	\$110.00	\$220.00	2	\$110.00	\$220.00	6	\$660.00
	Survey Crew - 2 person (Prev Wage)	20	\$320.00	\$6,400.00	40	\$320.00	\$12,800.00	8	\$320.00	\$2,560.00	68	\$21,760.00
Other Direct Costs (Environmental Support)		Miles	Rate	Total Cost	Hours	Billing Rate	Total Cost	Hours	Billing Rate	Total Cost	Hours	Total Cost
	Equipment, Vehicles, Phones, etc.	400	\$0.56	\$224.00								\$224.00
SUBTOTAL		66.00		\$14,104.00	110.00		\$23,540.00	20.00		\$4,520.00	196.00	\$42,164.00
		Pre-Construction			Construction			Post Construction			Total	
		Hours	Billing Rate	Total Cost	Hours	Billing Rate	Total Cost	Hours	Billing Rate	Total Cost	Hours	Total Cost
Public Outreach Coordination (Connect & Company)												
	Assistant Public Affairs Director	45.00	\$ 170.02	\$ 7,650.90	100.00	\$ 170.02	\$ 17,002.00	-	\$ 170.02	\$ -	145.00	\$ 24,652.90
	Public Affairs office admin	22.00	\$ 90.09	\$ 1,981.98	55.00	\$ 90.09	\$ 4,954.95	-	\$ 90.09	\$ -	77.00	\$ 6,936.93
	Graphics	-	\$ 110.00	\$ -	-	\$ 110.00	\$ -	-	\$ 110.00	\$ -	-	\$ -
SUBTOTAL		67.00		\$ 9,632.88	155.00		\$ 21,956.95	-		\$ -	222.00	\$ 31,589.83
		Pre-Construction			Construction			Post Construction			Total	
		Hours	Billing Rate	Total Cost	Hours	Billing Rate	Total Cost	Hours	Billing Rate	Total Cost	Hours	Total Cost
TOTAL PROJECT COST		989.00		\$ 195,249.08	14,851.00		\$ 2,894,832.35	775.00		\$ 158,156.00	16,615.00	\$ 3,248,237.43

- 1) Cost Proposal is based on Average 160hrs/month for the entire project duration of a **30 Month** construction contract with consultant **NTP on 10/20/2021** - Holidays include New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving (2 days), Christmas (2 days)
- 2) Costs for job-site construction management office, office equipment, and office furniture **are** included in this estimate (refer to Item 7 of the Scope of Work). Other Direct Costs are estimates, based on project duration. Invoicing will be based on submitted hourly rates with Overhead and Fee multipliers included.
- 3) Overtime, weather, holidays and potential time extensions or delays may result in additional construction management services. Surveying costs are an estimated. Salary escalations during the term of this contract will reflect County of Riverside increases.
- 4) **Prevailing Wage - Wages for inspection subject to Calif. Labor Code Section 1772. Overtime will be paid in accordance with applicable labor laws.**

SECTION 3. DETAILED WORK PLAN



- 1. CIDH Pile Construction**
36-inch CIDH Piles varying in length to approximately 70 feet require pre-construction and keen QA during construction.

2. Utilities

 - a. Coordination between EMWD and SCE with overlapping easements and phasing (sewer, then water, then electrical).
 - b. EMWD is also reviewing proposed water lines on the bridge, which could trigger re-review by Caltrans and delay schedule.

3. Constructability

 - a. MSE Wall on north side of proposed road at Antelope and Holland - close to apartments and ROW line require noise and dust mitigation and coordination with apartment complex.
 - b. TCEs and coordination with local businesses and residents.
 - c. Accessibility for community southeast of Holland and Antelope - maintain Willowood Way access or detour.
 - d. Maintain accessibility for businesses during construction of cul-de-sac or utilities.

4. Temporary Shoring
Shoring will likely be required at the 10-foot excavations at the freeway median (bent 2). Most likely system is a soldier pile and lagging system. Considerations include structural capacity to resist lateral earth pressures and traffic loads, safety railing, adequate space for k-rail, and anchoring k-rail into the pavement.

5. Falsework
The contractor's plan to erect and remove falsework will be reviewed against the lane closure charts. Equipment and methods will be reviewed to assure safe practices for the public and project personnel. TYLI will assure that minimum vertical clearances are achieved and make 30-day advance notifications to Caltrans Permitting in advance of horizontal or vertical restrictions to the existing I-215 lane configuration.

6. Deck Placement & Curing
The most common practice for meeting deck curing requirements is to provide a system to lightly mist the bridge deck for 7 days following the placement. Immediately following the cure period and prior to post-tensioning the bridge, the deck will be closely inspected to assure there is no cracking. Any cracking shall be remedied by the contractor.
- 7. Concrete Placement in Hot Weather**
Proper and controlled concrete placement is critical; local weather conditions can be less than ideal for large concrete placements in spring, summer, and fall months. Contingency plans will be required for any large bridge pours during hot or windy conditions.

The stem and soffit pour can be split into two placements or double crews can be mobilized to work from both ends of the structure. These measures will allow concrete placement in a single night with cooler temperatures and lighter wind.

8. Waterlines
Installing the waterlines in the bridge superstructure requires coordination with EMWD for a full review of material submittals and pressure testing and field inspection.

9. SCE Powerlines
Coordination with SCE to relocate the powerlines and obtain a power source to feed the new traffic signal and lighting systems is critical to project schedule. DESI is familiar with the utility relocation process and experience in utility coordination.

10. MSE Wall Fabrication & Construction
ZTC will perform plant inspections to assure that panels meet specifications for dimensions, concrete strength, reinforcing layout, and all elements as identified in the approved shop drawings. Field inspections will ensure the panels are placed in the specified sequence to achieve the planned architectural mountain patterns.

11. Survey Management
QA/QC surveyor will verify the contractor's layout and controls, perform independent survey checks of line and grade, spot check reference points, and verify location and preservation of the critical baseline survey points prior to and after construction.

12. Environmental
This project is known to contain special-status wildlife and plant species and there are specific measures and monitoring required. The project is also in an area of archaeological sensitivity and is located in the vicinity of known archaeological resources that are important to the Pechanga Band of Mission Indians. ICF will ensure the project is in compliance with the requirements of the permits and approvals.



SECTION 3. DETAILED WORK PLAN

CIDH Pile Construction

The piles for the Holland Road Bridge are 36-inch-diameter CIDH. Wet pile conditions are not anticipated, and we do not foresee any potential pile issues. However, TYLI has extensive experience in CIDH construction, can recognize potential field issues, and offer corrective measures to assure that the installed piles meet project specifications and provide a sound and durable foundation for the structure. Table 2 highlights TYLI's broad experience in CIDH pile construction. Additionally, TYLI will review the pile placing plans and QA measures necessary to evaluate the homogeneity of the placed concrete and satisfactory installation. All appropriate safety measures will be adhered to, including fall protection, safety barriers around open holes, and monitoring the swing of cranes and booms.

The table below shows issues our team has identified and their proposed resolutions, as well as examples of how they were implemented in our experience:

POTENTIAL ISSUES	RESOLUTIONS
SKEWED/DISTORTED PILES & INCORRECT LOCATION/DEPTH OF DRILLED HOLES	<ul style="list-style-type: none"> Accurate measurement of depth and plumbness during drilling. Perform QC procedures including inspection and survey.
UNCONSOLIDATED CONCRETE	<ul style="list-style-type: none"> Provide full-time inspection.
PILES IN WET CONDITIONS (i.e. water in hole)	<ul style="list-style-type: none"> Be prepared for wet-method construction conditions Enforce wet-method specifications and quality control practices
PILE REJECTION	<ul style="list-style-type: none"> Ensure pile installation plan and mitigation plan are submitted and approved Hold a pre-construction meeting before start of pile construction

Table 1. TYLI Standard Procedures: Construction Inspections of Small Diameter Drilled Shafts (2-4 feet)

EVALUATE PRE-CONSTRUCTION PREPARATION ITEMS (AS APPLICABLE)	
<ul style="list-style-type: none"> Review contract requirements Hold & document pre-construction meeting Submitted & approved drilled shaft installation plan Location of inspection tubes identified on plans Approved concrete mix design Trial mix designed & concrete slump loss test run Procedures for existing structures protection Completed site preparation (in accordance with plans) Coffer dam inspection procedures 	<ul style="list-style-type: none"> On-Site Equipment & tools (per approved drilled shaft installation plan) Correct size(s) casing Correct slurry mixing equipment Desanding equipment Proper tremies Rebar Splice Prequalification (QC and QA testing performed) Proper drilled shaft inspection forms Verify contract requirements are met Positive revisions to installation technique/equipment problems
VERIFY PRODUCTION DRILLED SHAFT EXCAVATION AND CLEANING PROCEDURES (AS APPLICABLE)	
<ul style="list-style-type: none"> Shafts constructed in the correct location and within horizontal tolerances A benchmark is available and used to record shaft elevations Slurry levels, tests, and test reports conducted according to specifications. Soil/rock excavation inspections forms completed Permanent/temporary casings meet specifications Belling meets specifications Excavation logs for each shaft maintained Shafts are completed within vertical alignment tolerances and to proper depths Shaft excavation time meets specified time limit Shaft over-reaming performed in accordance with specifications Shaft bottoms meet cleanliness requirements Shaft inspection forms completed 	<ul style="list-style-type: none"> Inspect reinforcing cages to ensure: <ul style="list-style-type: none"> » Correct size, configuration, & tying of reinforcing steel » Use of proper spacers » Correct length of splices » Positive method to secure cages during concrete placement to avoid settling or floating » Proper elevation of the cage top Ensure during concreting operations: <ul style="list-style-type: none"> » Slurry tested prior to concrete placement (if applicable) » Temporary casings removed in accordance with specifications » Verify concrete is deposited down center of hole » Concrete placement occurs within specified time limit » Concrete placement and volume forms completed for each shaft » Contaminated concrete overflows shafts until good concrete appears » Concrete is finished at cut-off elevation » Concrete acceptance tests performed as required, including gamma-gamma logging and cross-hole sonic » Logging, if drilling fluid is used or if casing is used to control water
VERIFY POST-INSTALLATION STEPS	
<ul style="list-style-type: none"> Shafts in open water protected for seven days or until concrete reaches specified strength Permanent casing is cut-off at proper elevation Nondestructive evaluations completed (if required) 	<ul style="list-style-type: none"> Shafts meet all applicable construction tolerances Drilled shaft logs completed All pay items documented

TYLI has overseen hundreds of CIDH piles of varying size and have dealt with most issues that occur with this portion of bridge construction. This experience will help allow the foundation work on the Holland Road Overcrossing **go efficiently without delays.**



SECTION 3. DETAILED WORK PLAN

Table 2. TYLI Partial List of CIDH Pile Inspection Experience

DIAMETER (INCHES)	DEPTH (FEET)	#	WET/DRY	PROJECT NAME	LOCATION
16	27	32	Dry	Ramona Avenue Grade Separation (GS)	Montclair, CA
16	35	74	Dry	Newport Road Overcrossing (OC)	Menifee, CA
16	10	61	Dry	I-15/Limonite Avenue Interchange	Eastvale, CA
24	59	48	Wet	Salt Creek Bridge	Menifee, CA
24	35	4	Dry	Salt Creek Bridge	Menifee, CA
24	39	60	Dry (wet method)	Scott Road OC	Menifee, CA
24	55	104	Dry	Limonite Avenue Interchange	Eastvale, CA
30	66	20	Wet	Willow Street Bridge	Chula Vista, CA
30	35	56	Dry	Adams Street Bridge Improvements	La Quinta, CA
42	30	126	Dry	Roripaugh North Loop	Temecula, CA
42	30	26	Dry	Roripaugh South Loop	Temecula, CA
60	35	43	Dry	Roripaugh North Loop	Temecula, CA
60	35	10	Dry	Roripaugh South Loop	Temecula, CA

Identifying and Mitigating Risk

Mr. Haley and resource specialists will review the permit conditions and approvals and incorporate them into the project schedule and an overall compliance tracker. Mr. Haley will review these conditions with the Resident Engineer (RE) as part of a construction feasibility review to ensure the RE is aware of the environmental requirements. Mr. Haley will conduct or coordinate the necessary pre-construction surveys and submittals, biological, cultural, and paleontological monitoring (as-needed), weekly biological site inspections (as dictated by permits), as well as submitting monitoring reports and updating RE on status of ECR measures throughout the pre-construction and construction phases.

Table 3. Risks

	RISK	EXPLANATION	MITIGATION STRATEGY(IES)
ENVIRONMENTAL RISKS	Construction start date	Burrowing owls were found on site during prior surveys. If the project starts during their nesting season, construction may be delayed	Conduct surveys and any translocation prior to nesting season ahead of construction start date. This may require an early NTP.
	Construction start date	Nesting birds. If project starts during nesting season, construction may be delayed in the area surrounding any active nest	Remove as much nesting habitat as possible prior to nesting season. Perhaps issue separate purchase order (prior to contract execution) to tree removal company
	Construction start date	Pre-construction rare plant surveys are a mitigation measure for three specific plants. They have specific blooming periods, and, if the construction start date falls outside of that season, then delays may occur	Conduct rare plant surveys and collect seeds (if certain species present) in season ahead of construction start date. This may require an early NTP
STRUCTURES CONSTRUCTION RISKS	CIDH Pile (Slurry Displacement)	<ul style="list-style-type: none"> Limited working area in the median for the slurry (Baker) tanks, minimum of 2 tanks, plus additional cranes and pumps for operation due to slurry displacement Limited storage space for soil spoils 	<ul style="list-style-type: none"> May require night work, under lane closure Trucking out soil materials, night work for public safety recommended
	Setting CIDH Reinforcing Cages next to live Traffic.	<ul style="list-style-type: none"> Perception to the traveling public of the cages falling on to traffic 	<ul style="list-style-type: none"> Night work operation, under lane closure
	MSE Backfill Material	<ul style="list-style-type: none"> Soils report addresses of possible corrosive soil material at MSE wall Location 	<ul style="list-style-type: none"> Provide timely testing of material and procure non corrosive material for backfill material, and provide proper testing during the operation
	Utilities in sidewalk	<ul style="list-style-type: none"> Severe sidewalk cracking due to additional utility ducts in the sidewalk. Concrete coverage will be minimal in a large surface area created. This is common and will become a maintenance issue in the future 	<ul style="list-style-type: none"> Limit utilities in sidewalk, and place throughout the structure, and or provide thicker sidewalk with additional reinforcement
	Detour during falsework, bridge demo operations	<ul style="list-style-type: none"> Traffic on residential streets, and effect on businesses 	<ul style="list-style-type: none"> Outreach to residents and businesses, assure operation plans are fail safe to assure proper opening of closures



SECTION 3. DETAILED WORK PLAN

PROJECT APPROACH

Sequential Outline of Activities Supported by Key Personnel

The tasks identified in the scope of work require, with varying time commitments (full time to once a month), the staffing of Construction Manager/Resident Engineer (RE), Construction Inspector(s) (CI), Office Engineer/Administrative Aide (OE), a Public Outreach Liaison (POL), a Structures Representative (SR), Labor Compliance Manager (LC), Scheduler (S), Environmental Compliance (EC), Landscape Architect (LA), Utility Coordinator (UC) and Quality Assurance Manager (QAM). The staffing plan is presented with the ability to eliminate positions as the City prefers during the cost negotiation phase of the Contract. The personnel assigned to these roles are listed on the Organization Chart. Described below are the activities involved in delivering the tasks in the general order they will occur.

ACTIVITY	PERFORMED BY
Phase I - Pre-Construction Activities	
Detailed Constructability and Value Engineering review of the 100% PS&E package with in-depth field review to identify possible scope and schedule enhancements	RE/SR/OE/CI
Review RE Pending File and Project History and Background with Designer	RE/SR
Set up and maintain all project files in accordance with the Caltrans Construction Manual	OE
Coordinate utility relocations with private owners and confirm completion before issuing the NTP	RE/UC
Conduct meetings with affected stakeholders and utility companies	RE/UC
Conduct Community Meetings and perform Public Outreach activities	POL/RE
Phase II - Construction Support Activities	
Pre-Construction Activities	
Assemble staff, prepare project specific Safety Plan and Quality Management Plan and conduct safety training	RE
Support the City in Selecting a Materials Testing Consultant	RE/OE
Support the City in Selecting a Source Inspection Consultant	RE/OE
Conduct pre-construction meeting	RE/CI/OE
Administer construction contract between City and Contractor, Source Inspection and materials testing firms	RE
Submittals and samples review and approval	RE/SR/CI/OE
SWPPP Review and Approval	RE/OE
Construction Activities	
SWPPP Inspection	RE/CI
Environmental Mitigation Plan compliance inspection	CI
Lane Closures Requests Coordination with Caltrans	RE/OE
COZEPP Units Scheduling and Coordination	RE/CI
Daily field inspection	CI
Field activity documentation and reporting	RE/CI
Measure item quantities for progress payment	RE/OE
Structures and roadway plan review and analysis	RE/SR/OE
Falsework and shoring calculation review	SR
Traffic Control Monitoring	CI
Coordination of surveying and materials testing requests and reports	RE/CI
Project site meetings	RE/OE
Records filing and control	OE
Processing construction change orders	RE/OE/CI
Coordination construction activities with Utility Owners, Local Agencies and the Public	RE/CI/POL
Conduct public outreach activities	POL/RE
Budget review, monitoring and cost control	RE
Respond to Contractor's Requests for Information	RE



SECTION 3. DETAILED WORK PLAN

ACTIVITY	PERFORMED BY
Project photo and video diary and documentation	CI/POL
Monthly Activities	
Labor Compliance Verification, EEO Verification and UDBE Verification	LC/OE
Prepare Consultant Progress Report (weekly and monthly)	RE
Review Contractor's CPM schedule	RE/OE
Prepare monthly progress payment	RE/CI/OE
As applicable, assist with reimbursement requests to Caltrans Local Assistance and other Federal Agencies	RE/OE
Conduct Quality Assurance audits	QAM
Post-Construction Activities	
Prepare punch list	RE/CI
Final estimates and payment to Contractor	RE/CI/OE/QAM
Prepare as-built plans	RE/CI/QAM
Archive project records	RE/OE

Construction Management General Services

DOCUMENT MANAGEMENT SYSTEM

Southstar follows a Caltrans compliant standardized filing and document control system. The team will document all communications with the contractor in correspondence and daily diaries. The team will receive all correspondence, prepare and transmit responses and coordinate with applicable parties as required. All project filing will be in compliance with the Caltrans Local Assistance Procedures Manual, Caltrans Construction Manual and with any City filing system requirements.

Pre-Construction Phase Services

CONSTRUCTABILITY REVIEW

If requested by the City, the Southstar team of experienced construction inspectors and managers will perform a detailed Constructability Review of the project plans, specifications, and bid list. We are looking for anything that will improve the quality of the bid package to the contractors. Typical issues found are: inconsistencies with project quantities, staging issues, specifications that don't match the bid list, and anything out of the ordinary for industry standards. In addition, the review involves the review of existing geotechnical reports and maps, proposed project schedule and number of contract days, site drainage adequacy, ADA compliance, permits and environmental commitments requirements, constructability and bid-ability, bid schedule and engineer's estimate and traffic control. The detailed review will also include possible consolidation of construction stages to allow for early completion of the project.

PRE- CONSTRUCTION COORDINATION

Our goal is to complete the project in a safe, high quality, cost effective and time efficient manner. Southstar's approach takes into consideration the traveling public, local and surrounding residents, surrounding businesses, all stakeholders and the environment to ensure full satisfaction with the final product. Meeting the project's goal starts with providing the most qualified construction management team members. Our team members have worked and successfully delivered similar size projects with similar aspects and components and are capable of being productive on day one. Early and effective communication with project stakeholders, local residents, local businesses, utility owners and other affected local agencies is another essential component for meeting the project's goal.

We will develop a customized quality assurance plan (QAP), specific to meet the needs and requirements of this project and the Caltrans Construction Cooperative Agreement and we will ensure that uniform quality assurance procedures are adhered to. The plan will include procedures and designated responsibilities for project start-up, project organization, review of plans and specifications, constructability reviews, bid solicitation and award assistance, pre-construction meeting, document control, labor compliance, schedule reviews, safety, inspection procedures, materials testing, surveys, independent assurance testing and project close out.

The project plans, specifications and estimates have been prepared in accordance with Caltrans Specifications and Standards, the City of Corona Standards, Standard Specifications for Public Works Construction (Greenbook), including compliance with FHWA requirements.

CONTRACT BIDDING SUPPORT

During this phase, Southstar will assist City Staff with the overall solicitation of bids, bidder's questions, conduct pre-bid conference, bids review and recommendation of award, including detailed coordination of responses to bidders' questions, review and discussions with applicable stakeholders and/or designer and preparation of necessary addenda to the project documents, as needed. As directed by the City, our team will perform bid analysis by reviewing all bids submitted for completeness, balance and responsiveness and if directed, will prepare a recommendation of award letter to the City.



SECTION 3. DETAILED WORK PLAN

Construction Management Services

COMMUNICATION AND CORRESPONDENCE

The Office Engineer, in coordination with the Resident Engineer, is the focal point for proper and accurate project documentation on all construction projects. Mr. Abuelhassan will be supervising Mr. Hannawi, PE, our team's proposed Assistant RE/Office Engineer. Mr. Hannawi will be performing the office engineering responsibilities in addition to potential construction inspection activities if the need arises for additional inspection staff. Mr. Abuelhassan will be applying his decades of experience in the construction of transportation projects to achieve proper and accurate documentation of all project activities.

QUALITY CONTROL

Quality work is performed by our inspectors by making sure that they are fully trained and prepared for their assigned tasks. Prior to start of construction, Mr. Abuelhassan will coordinate with our team's Quality Control Manager, Mr. Daniel Ciacchella, PE, the preparation a Project Specific Quality Control Plan where standards of quality are thoroughly discussed, including the expectations of Resident Engineer and requirements of the specifications, plans, and Caltrans Construction Manual. The plan will be shared and reviewed with the Caltrans construction oversight team before it is finalized and implemented. Once finalized, every team member will be required to review and sign the Quality Control Plan and Mr. Abuelhassan will ensure that all team members strictly adhere to quality requirements. Proper inspection will yield expected quality of materials and workmanship along with the proper testing of the materials.

Our methods start with hiring and selecting excellent staff for construction inspection, continue through a comprehensive training program that can get inspectors up to speed on any work assignment and conclude with our quality maintenance processes.

Our team's assigned Quality Control Manager independently reviews the documents in our project files to make sure that we are accurately documenting the work and have all of the quality processes in place including test results, daily reports and back up for estimates and monthly progress payments to the contractor. We will verify that all materials have been inspected or released prior to incorporation and that all testing frequencies are met for the variety of materials used. We will perform independent checks of quantities for estimates to make sure proper payments are made and cross check the materials certifications or releases match the quantities placed and eventually paid for. In the following tabulation, a summary of the quality control program as envisioned by our team is presented.

QCP FOR THE I-215/HOLLAND OVERCROSSING PROJECT	
QCP Elements	QCP Protocol
QCP Communication	
<ul style="list-style-type: none"> City of Menifee PM Resident Engineer and Inspectors Materials Testing Subconsultant Contractor 	Southstar's RE will be the single point of contact with the City of Corona PM for day-to-day administration of the project(s) and will be responsible for all formal construction contract communication with the contractor. Correspondence concerning sensitive issues, change orders, additional costs, and claims will be reviewed with the City of Menifee PM before issuance to the contractor.
QCP Submittal Review	
<ul style="list-style-type: none"> Maintain Submittal Log Review Submittal Log at Pre-construction and Weekly Meetings Update Submittal Activities on CPM Progress Schedule Monthly Updates Identify Submittal Review Routing Path – City, Designer and Agencies Clearly and Contractually Define Submittal Review Acceptance and All Non-compliance Issues 	The RE will require the contractor to use City approved submittal and review routing forms for the record, processing and status of all submittals. When a submittal is received from the contractor, and logged by the office engineer our RE/SR will perform an initial review of the submittal for completeness, conformance to the contract, number of copies, and inclusion of correct coding on the tracking form. If incomplete, our RE/SR will issue a response letter to the contractor which bullets each issue, contractually, without delay. The CM team will clearly note the reasons for the return of the submittal and highlight that the submittal is outstanding during each weekly meeting.
QCP Materials Field and Source Inspection	
<ul style="list-style-type: none"> Verification of Contractor's QC Process Verification Inspection Methods Confirm Test Methods Ensure Testers are Properly Certified Ensure Lab Tech and Lab is Caltrans Approved Provide Witness Test to Verify Sampling and Testing 	<p>The CM team will coordinate with the contractor for all necessary quality assurance materials testing and inspection for the project, including material sampling/testing services at the source, in order to ensure compliance with the special provisions of the project. The construction management staff will maintain files of all material sampling and testing records and log all test results.</p> <p>Materials deemed non-compliance will be documented, tagged and will not be allowed in the work until proven acceptable.</p>



SECTION 3. DETAILED WORK PLAN

QCP FOR THE I-215/HOLLAND OVERCROSSING PROJECT	
QCP Elements	QCP Protocol
QCP Audit	
<ul style="list-style-type: none"> • Ensure Sampling and Testing is being Performed Per Contract Requirements • Verify Sampling and Test Methods • Verify Technicians and Lab are properly certified • Make Recommendations for QCP Improvement • Meet with City PM and Review Audit Findings • Ensure the City that Our Records and Procedures Pass Caltrans Federal Audit 	Throughout the work, the Quality Control/Assurance Manager, Mr. Daniel Ciacchella, PE will frequently review project records to ensure that the CM team and field office operations are operating in accordance with the project contract, policy, and procedures. Further this audit will ensure our QCP will pass a Caltrans federal audit and confirm the contractor is performing the work in strict accordance with the contract documents. Southstar's RE/SR will discuss all issues as they occur with the City PM and implement the QAM audit recommendations.

PROJECT CHANGES AND CONSTRUCTION CHANGE ORDER MANAGEMENT

Contract Change Orders (CCO's) can be requested by the contractor after the discovery of a field conflict or can be initiated by the City for a change of scope. The team will determine the merit, scope, estimated cost and schedule impacts to the project as a result of potential contract change orders requested by the contractor; and provide recommendations to the City. The team will also negotiate change orders as directed by the City in case there is addition or change in scope by the City or Caltrans. All change orders will be monitored and logged in the CCO Log that will be created and updated by Mr. Hannawi under the supervision of Mr. Abuelhassan.

MONTHLY CONSTRUCTION PROGRESS REPORTS

The Southstar team will provide the City with project status reports on a weekly and monthly basis and as requested by the City. The weekly reports will provide a summary of the activities completed the previous week, ongoing activities for the current week and scheduled activities for the following week. This report will also include any field conflicts and issues that may have arisen during the week. The monthly reports will describe the status of the project's budget, schedule, submittals, change orders, claims in process and current and anticipated work progress. Earned Value reports will be available to the City if requested.

SCHEDULE MONITORING

The Southstar team will review and approve the Contractor's Critical Path Method (CPM) schedule. Southstar is fully able to use Primavera P6 and Microsoft Project software to review, monitor, and analyze the contractor's schedule. Updates to the schedule will be reviewed monthly against the project baseline schedule, progress will be verified and any potential issues causing delay to the project will be identified and mitigated.

Schedule control starts with the contractor's submission of a baseline schedule, approval of this schedule and then the subsequent timely schedule updates. Once these are approved, they will be checked against actual activities in the field and any discrepancies noted. The contractor must have a narrative for any changes between monthly updates and we will carefully scrutinize these. We will also ask the contractor to provide a 2-4 week look-ahead schedule that will allow for weekly planning of inspections, materials testing and plans for off-site inspections if needed. All of these activities will be discussed in our weekly meeting with the contractor.

Our field team will monitor the contractor's operations, noting any deviation from the planned work so that the Resident Engineer will be able to determine any potential schedule impacts and have the opportunity to mitigate any impacts and costs. Catching issues early and maintaining a strong partnering relationship with the Contractor can make the difference in keeping a project within schedule and within budget. Inspectors will be responsible for monitoring the quantities of materials placed and will incorporate that with the monthly estimate, noting the progress of the work and percent complete for each item that they are responsible for. This information will assist the RE in determining the progress of the project. Additional reports are available to determine the earned value progress of the project, a truer sense of progress than just dollars versus time. All the information as it is compiled and becomes available will be shared with the City Project Manager and will be included in the monthly Progress Report provided to the City.

COST MONITORING

The team will monitor and manage the initiation, preparation, review, and justifications for project cost reduction proposals submitted by the contractor, design engineer, City, or Southstar to affect the most desirable benefit to the project. Any proposal will be thoroughly reviewed by the team and discussed with the City for potential implementation after establishment of merit.

Catching issues early and resolving them will be every team member's responsibility, particularly the inspectors in the field. This proactive mindset will assist in keeping the project within budget and schedule because problems are not hidden and impacts can be anticipated in advance.

Each month we prepare progress payments for all work completed by the contractor for review by the Resident Engineer and the City Project Manager. Each progress payment is linked to the previous payment, and we verify that the Contractor only receives payment for pay items or change order extra work bills that the contractor is entitled to. Likewise, we will review certified payrolls, DBE reports and EEO records as applicable to ensure labor compliance. We also review progress reports, lien waivers, inventory of materials-on-hand, quantity surveys and monthly schedule updates. Retention and other applicable deductions are reviewed to verify they are properly recorded on each progress pay estimate. All bid items over/under runs will be closely monitored and shared with the City before any item approaches the 25% increase/decrease mark.



SECTION 3. DETAILED WORK PLAN

Effective change order administration is imperative for controlling cost and schedule on a construction project. The goal is to provide timely direction to the contractor while assuring that the costs of changes are fair and reasonable to both the contractor and the City. Issues may arise that have the potential for leading to claims. We minimize and avoid potential disputes by staying involved with the project and listening to the concerns of all project stakeholders. Our intent is to meet with the contractor and resolve issues without delay and at the lowest possible level. We also recognize the importance of maintaining proper documentation pertaining to any dispute. If a dispute develops into a claim, we will review the dispute or claim, determine additional analysis to be performed, decide on merit and provide recommendations to the City. We have a history of resolving issues prior to completion of the project and we are skilled at examining issues along with related specifications and maintaining detailed project documentation which mitigates potential claims from the Contractor. All relevant information as it is compiled and becomes available will be shared with the City Project Manager and will be included in the monthly Progress Report provided to the City.

PROGRESS/COORDINATION MEETINGS

During the construction phase, Mr. Abuelhassan will coordinate meetings with the City, design engineer, and all stakeholders leading up to the pre-construction meeting. Agendas will be prepared and distributed as well as meeting minutes. Mr. Abuelhassan will conduct weekly progress meetings with the contractor to address the status of the project and project issues. The team will prepare and distribute agendas, minutes, and an issues log. The meeting will be attended by representatives from the City, Contractor, Caltrans, utility owners, and other stakeholders as applicable. Some attendants will not be required to attend every meeting and will only be invited when their respective input is required. During these meetings, the status of submittals, RFIs, CCOs, and project issues will be reviewed and updated.

SAFETY

Nothing is more important than the safety of the construction team and the public. The team will ensure conformity to all safety provisions in the OSHA Construction and Safety Manual. A project specific safety plan will be prepared prior to start of construction and every team member will be required to read, sign and implement the Project Safety Plan. In addition, weekly tailgate safety meetings will be held for the project team and topics relevant to ongoing and upcoming construction activities will be covered at those meetings.

DRAINAGE

Proper onsite drainage is critical for the safety of the public and the constructed facilities. It is very important to maintain working drainage facilities during construction to prevent flooding of the project site and to construct the new facilities with the ultimate conditions in mind. The project proposes to construct new drainage systems with various pipe sizes and materials and drainage structures. Mr. Smith is well-versed in the construction of drainage facilities and systems in accordance with the Caltrans Standard Plans and the Green Book.

ELECTRICAL INSPECTION

Electrical work on this project consists of installing new Traffic Signals and Lighting Systems at two City Intersections: Holland Road/Huan Road and Holland Road/Hannover Road; installing Street Lighting along Holland Road, installing decorative Bridge Lighting, and Fiber Optic communication system, and to modify traffic signal at Holland Road and Antelope Road.

Per our field review, Edison overhead powers are currently located on the west side of I-215 south of the proposed Holland Road extension roughly 40 feet above the existing dirt grade and is parallel to I-215 on the west. In addition, there is no visible Southern California Edison (SCE) vaults near the project site. It is understood that part of the SCE line will be underground and part of it will still be overhead. Coordination with SCE to relocate the power line and to **obtain power source to feed the new traffic signal and lighting systems in a timely manner is a major risk to the project schedule.** It is recommended to coordinate with SCE on relocation plans in the early stage of project development phase to obtain mutually agreeable timeline for relocation prior to start of construction. All of our team members are familiar with the utility relocation process and are very experienced in utility coordination. **Completing SCE relocation plans with the contract plans will help minimize risk by avoiding any confusion, ambiguity and delay.**

In November 2012, Governor Brown issued a Directive that directs the Department of Transportation, Caltrans, to establish a policy and procedure to certify all projects on State Highway System meet the current ADA requirements. Our team members are currently working on several projects that are under this new policy. DESI inspectors are familiar with the ADA requirements specifically in relationship to electrical elements such traffic signal poles, light poles, push-button systems, temporary pedestrian route, permanent pedestrian facilities and the new Caltrans project buy-off policies. DESI team members have experience in verifying grades and performing quality assurance inspection of the curb ramps to ensure compliance and requirements. DESI staff have completed all required training for the temporary ADA pedestrian route.

ENVIRONMENTAL COORDINATION & BIOLOGICAL MONITORING

Preparation for the construction phase will involve a variety of tasks requiring close coordination between the Construction Management Team, Environmental Compliance Manager (ECM), Project Archaeologist, and Project Paleontologist. The ICF team has a proven track record in managing large multidisciplinary projects, and will bring that experience and a proven project management system to the project. Coordinating with the CM team will require a thorough understanding of potential issues that can affect project schedules, and the ability to develop creative solutions.



SECTION 3. DETAILED WORK PLAN

ICF's ECM and cultural team lead Mr. Vargas have worked on many construction compliance projects, and are extremely familiar with the biology and archaeology of the region and strategies and methods for successfully managing compliance monitoring projects. Both Mr. Haley and Mr. Vargas have coordinated with CM teams to develop strategies for dealing with biological constraints and unanticipated discoveries, safety issues, and other circumstances that arise during monitoring fieldwork.

Pre-Construction Phase

Mr. Haley and Mr. Vargas will review all compliance requirements in the ECR and will ensure all relevant documentation is provided to the RE for inclusion in the compliance file, such as approved work plans, monitoring logs, monthly monitoring reports, and final monitoring reports. We will prepare a cultural resources monitoring plan and paleontological monitoring plan to inform and guide archaeologists and paleontologists on monitoring processes and procedures throughout the construction phase of the project. An overall WEAP training will be prepared that includes biological, cultural, and paleontological requirements. We will also review design plans and provide the RE with recommendations on potential biological, archaeological, and paleontological constraints in the field. We will also work with the Contractor to determine the construction monitoring schedule and also schedule the timing of the pre-construction burrowing owl, nesting bird, and rare plant surveys as well as the ESA fence installation.

Construction Phase

The ICF team will work with the CM team to ensure that all monitoring staff are qualified and that all applicable safety training is completed and in good standing. Mr. Vargas will administer the cultural resources portion of the WEAP training to all field personnel and a biological monitor will administer the biological resources portion. Timely and accurate communication between field staff, the biological/cultural/paleontological resource specialist, the ECM, and the CM team is critical to successful completion.

Mr. Haley and Mr. Vargas will be responsible for compliance with the overall biological, cultural, and paleontological measures, as presented in the ECR. Mr. Vargas will work closely with the ECM to review the weekly project construction schedule and coordinate scheduling for archaeological, paleontological, and Native American monitors to ensure the appropriate level of effort is achieved each week during construction. Mr. Haley and Mr. Vargas will identify the appropriate level of monitoring effort, any unforeseen issues and identify actions to resolve those issues. Mr. Vargas will provide all relevant cultural and paleontological resources documentation and recordkeeping to the ECM, and will provide detailed information for monthly progress reports, including milestones completed, any issues encountered and their resolution, and anticipated future actions. Mr. Haley will provide regular updates to the RE in order to keep the ECR up to date.

Post Construction Phase

Upon conclusion of ground-disturbing activities, Biological, Cultural, and Paleontological Resources Monitoring Reports will be prepared to document the methods and results of the construction monitoring and any additional studies such as unanticipated finds recovery and analysis. The reports will describe any newly-identified resources and the procedures implemented to evaluate and treat the finds.

From Southstar

Mr. Abuelhassan will study and implement the Environmental Commitment Record (ECR) for the Project. All pre, during and post construction requirements will be closely adhered to and implemented. The proposed Environmental sub-consultant, ICF, prepared the initial ECR and will be on-board to ensure full compliance of each and every item listed.

NEIGHBORHOOD COMMUNICATION/PUBLIC INFORMATION

Robust and inclusive community engagement is a vital component of the Neighborhood Affairs Strategy memorandum (NAS). The public awareness plan will include multiple elements to keep the traveling public, adjacent residents and businesses apprised of the work activities they will encounter during construction. The local community is currently being impacted by the six Capital Improvement projects and with 21 more projects in design, the utmost preparation and execution of this project is essential to support Menifee's more than \$100 million in traffic related construction planned. [Visit, presidentsplazavision.com to view an active Pubic Awareness Plan.](http://presidentsplazavision.com)

Local Experience

With nearly 10 years of experience working with and for the City of Menifee, Connect & Company has developed long-term relationships with key city staff, community members, elected officials and local media.

In addition to advising the city on communications needs and community outreach from 2012 through 2017, they provided internal outreach support for the Newport Road Widening project and then secondary support for the Newport Road/I-215 Interchange project. They also served as the Community Outreach Director for the Scott Road/I-1215 Interchange project. They are currently providing communications and outreach services to the design team for the McCall Interchange project. Each of these projects has allowed the Connect & Company team to work with city staff, business owners and community members to provide information and solve problems.



SECTION 3. DETAILED WORK PLAN

Their combined community knowledge and experience working in Menifee makes Connect & Company a known quantity and provides a strong level of trust built from our established track record. City leadership knows their team will make decisions based on experience to provide the least community impact from construction activities. They understand how to be great partners with the City of Menifee, the importance of working with community stakeholders, and how to meet communication expectations.

Proven Public Outreach Experience with Construction Staging Impacts

In world of construction, each construction stage or phase impacts the entire project or a focused area. Attending the weekly construction meetings is valuable time to review the 3-week schedule and ask questions about the work, sidewalk walk access, ADA access, and alternate methods. Our team are experts in identifying the potential **impacts by reading, understanding staging plans and traffic control plans. We partner and work alongside the technical team and the contractor to find solutions that will minimize the impacts to the community.** We bring our extensive freeway interchange experience with Caltrans, Counties, and Cities to this project.

Table 4: Draft Public Awareness Plan and Milestone Timeline

PROJECT MILESTONES	OUTREACH ITEM	TARGET AUDIENCE
NTP	Communication tools: Develop email database, collateral material, website content, hotline, email, logo, and Neighborhood Affairs Strategy memorandum	All Project Stakeholders
15-30 days prior to start of work	Pre-construction doorhangers	All Project Stakeholders
15 days prior to the start of work	Informative briefings, community meetings, and focus groups	City Council, Chambers of Commerce, CHP, Menifee PD, Fire Department, Emergency Services, and All Project Stakeholders
Start of Construction, updated weekly	Public inquiry and response tracking using standard City format and including documentation of follow-up actions	All Project Stakeholders
Throughout construction period	On-going/real-time responses to community inquiries (in appropriate format based on original inquiry - phone, email, etc.)	All Project Stakeholders
Throughout construction period	Weekly construction notices with detour maps and disseminated through multiple communication tools	All Project Stakeholders
1 week prior to start of work in each area, phase, or major work items	Pre-construction notices via doorhangers and e-blast; ensure webpage updated with the current project schedule	Impacted Stakeholders
Two mid-course milestones (timing TBD)	In-progress construction update meetings (noticed by preferred format: hardcopy or e-blast)	Stakeholders impacted by current work phase
Throughout construction, if work in delayed beyond timing indicated by prior notices/doorhangers	Notices with updated construction timing (in preferred format: hardcopy or e-blast)	Stakeholders impacted by current work phase

SUBMITTAL MANAGEMENT & REVIEW

The Southstar team will review project submittals, such as the Storm Water Pollution Prevention Plan (SWPPP), asphalt and concrete mix designs, excavation plans, falsework plans, shoring plans, shop drawings, material suppliers, material sites, etc. The team will also approve or recommend approval of, subject to delegation of authority from the City, other documents requiring review and approval.

RFI MANAGEMENT & REVIEW

The Southstar team will respond to Contractor's Requests for Information (RFIs) or forward them to the design engineers as deemed necessary. A weekly tracking report listing new, resolved and outstanding RFIs will be prepared by the team and submitted to the City and will be discussed at the weekly progress meeting with the contractor. Follow up on all outstanding RFIs will be conducted by Mr. Abuelhassan to resolve issues efficiently. Mr. Hannawi will create and maintain and RFI Log that will track any RFI from inception to closure.

REVIEW CERTIFIED PAYROLLS

The Southstar team will verify compliance with Federal and State labor laws by reviewing contractor's certified payroll records, and performing worker interviews. Labor compliance is an important part of the construction manager's effort to protect the wages, benefits and employment rights of staff on the project.

SWPPP

This project is certified as a Risk Level I. Mr. Abuelhassan is a registered QSD and Mr. Smith is a registered QSP. They will be responsible for verifying water pollution control regulations, erosion and sedimentation processes, BMP installation and maintenance, dewatering operations, sampling and analysis, contract administration for water pollution control, and reviewing storm water pollution prevention plans. Team members are required by Mr. Abuelhassan to provide recommendations for improvements to the BMP installation and functionality on a daily basis during their regular inspection activities.



SECTION 3. DETAILED WORK PLAN

Construction Inspection Services

INSPECTION & DOCUMENTATION

Field Inspectors are the first line of defense on any construction project. It is important to have seasoned and experienced field inspectors in the lead of any field activities to ensure contractor's compliance with the plans and specifications and to provide a quality product to the City, Caltrans and the motoring public. It is also critical for proper documentation of all field activities to maintain accurate measurement and payment records on all Contract Items. The Southstar team is comprised of seasoned construction management personnel with many years of individual experience on projects such as this one. Our proposed senior inspector, Mr. Smith, has completed complex interchange projects of his own and has supported Mr. Abuelhassan in delivering multiple successful projects in recent history and to the present. Mr. Smith will be engaged in the construction phase from day 1 and will be on the project until the completion of construction. In the field, our team will make all reasonable efforts to guard the City against defects and deficiencies in the Contractor's work. The field inspector's daily diaries will contain full documentation and photographs of the work performed. Consistent and accurate written and photo documentation of all field activities is of paramount importance in protecting the City against contractor claims and costly contract change orders.

MATERIALS TESTING, CONSTRUCTION TESTING & QUALITY ASSURANCE PROGRAM

Document Control

Documentation of RMA's testing activities will be performed in accordance with the Caltrans procedures. The filing system will follow the Caltrans Construction Manual, Chapter 5, which details the process for organizing project records and reports. Files will be maintained for each contract bid item. The files for each individual bid item will contain the results of Category 37 Initial and Acceptance Tests, as well as summaries within each individual file which are updated monthly.

Sampling and Testing of Materials

Materials testing for the acceptance of various construction elements will be required on projects constructed under the local assistance program. Materials testing will be required in both the field and the laboratory to verify that the materials utilized during the construction of the project meet Caltrans and the City of Menifee's Quality Assurance Plan. The primary role of the consultant selected for this project will be to provide the staff and facilities to complete all of the required tests and to document those activities in a manner acceptable to Caltrans. Therefore, all of the materials testing performed will be performed certified testers that participate in and are certified by the Independent Assurance Sampling and Testing (IAST) program sponsored by Caltrans.

Tests will be performed using procedures outlined in the Caltrans Manual of Test and the projects special provisions. The frequency of testing will be as directed by the Resident Engineer and conform to:

- City of Menifee QAP
- Caltrans Construction Manual, Chapter 6
- Standard Specifications
- Standard Plans, Bridge Construction Records and Procedures Manual
- Quality Assurance Program Manual
- Project specific plans and special provisions

Southstar will schedule and coordinate source inspection with ZTC. ZTC will develop and manage the project SIQMP based on project specifications, Title 23 CFR 637 requirements, Caltrans Construction Manual, and Caltrans Source Inspection guideline for review and approval.

ZTC will provide source QA inspection including steel inspectors, non-destructive testing (NDT) structural steel inspectors, coating inspectors, precast concrete inspectors, and other source inspectors as needed. ZTC Structural Materials Representative (SMR) will deploy precast concrete inspectors (PCI), certified welding inspectors (CWIs), and coating/paint inspectors to the project's various materials manufacturers and suppliers based on the quality assurance requirements set forth in the approved SIQMP and as discussed with Client. Acceptance will range from Certificate of Compliance acceptance to full source inspection by one of ZTC's certified material QA inspectors. They will perform all required source QA inspections for precast girders, structural steel material, pre-stressing components, concrete materials, and all other materials identified in the SIQMP. ZTC will make sure that all files, QC records, material test reports (MTRs), documents, test results, and engineering reviews are documented and are in conformance with the approved SIQMP.

SURVEYING

Preserving centerline monuments and other surveying points of control is a required task to be performed prior to and upon completion of all construction activities. This requirement to locate corners and monuments that may be destroyed in the project construction limits, also require the surveyor to document said findings by preparing a Corner Record document or Record of Survey Map and have it recorded or files with the County of Riverside. DEA will ensure this is requirement is properly performed for pre and post construction monumentation preservation and that a Corner Record or Record of Survey Map for compliance with the California Business and Professions Codes is filed.

DEA understands the process required by the agency for compliance with the appropriate standards and specifications necessary for providing construction survey services. In addressing the methodology for a typical construction staking project, DEA understands that the Caltrans Survey Manual and the Standard Plans and Specifications for Public Works Construction (Greenbook) are the governing documents by which all surveying services will be performed. DEA will follow the local agency standard in the event the agency has a preferred and documented procedure for construction survey staking.



SECTION 3. DETAILED WORK PLAN

REVIEW AND MAINTAIN “AS BUILT” DRAWINGS

The Southstar team will maintain a red-lined set of “As-Built” plans in the construction field office documenting as-built conditions. At the end of construction, our team will coordinate with the Designer on the preparation of a set of original structure tracings with As-Built corrections in accordance with Caltrans Local Assistance Procedures Manual. As-Built plans for roadway items shall be in accordance with Caltrans standards. As-Built drawings will be reviewed to confirm all changes to the plans are accurately documented. Following the review, they will be transmitted to the designer to be updated into the electronic plan set with Mr. Abuelhassan's signature and transmitted to Caltrans for archiving.

FINAL INSPECTION AND PUNCH-LIST

The Southstar team will deliver a final completed project to the City and Caltrans which is in compliance with the PS&E package, and all applicable codes, permits and standards. The team will perform final inspections and issue punch-lists of incomplete work, monitor punch list completion, coordinate final project acceptance with the City, Caltrans and other stakeholders, close out the project's files and turn them over to the City with the project's as-built plans and work with the City in coordinating, completing and filing all invoicing and necessary documentation to ensure proper and full reimbursement of funds.

Construction Closeout Activities

CONTRACT CLOSEOUT

Southstar will perform all construction management and administration necessary for closing out the project to assure contract compliance and Federal reimbursement as outlined in Caltrans Local Assistance Procedures Manual. All open contract items will be closed out and balanced. Item overruns and underruns will be resolved with the Contractor. Contract Change Orders to adjust item prices will be created if necessary.

FINAL PROJECT REPORT

Mr. Abuelhassan will create a Project Report that identifies the construction of the project, the final cost of construction including construction management and administration, a list of all Contract Change Orders, a list of Construction Claims and the result of each after resolution, and photo and video documentation of construction.

FINAL PAYMENT, FINAL REPORT OF EXPENDITURE CHECKLIST

Item Closeout | All open contract items will be closed out and balanced. Item overruns and underruns will be resolved with the Contractor. Contract Change Orders to adjust item prices will be created if necessary.

Claims Report | Mr. Abuelhassan will prepare a Claims Report for each claim that is outstanding and unresolved at the end of the construction project. Claim Reports shall be in accordance with the Caltrans Construction Manual.

Proposed Final Estimate | Mr. Abuelhassan will prepare the Proposed Final Estimate and obtain Contractor's concurrence. This document shall be provided after resolution of any open claims.

