

**CITY OF MENIFEE**

**PROFESSIONAL SERVICES AGREEMENT**

**CIP 19-15 CENTRAL PARK AMPHITHEATER PROJECT FOR CONSTRUCTION  
MANAGEMENT SERVICES**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and effective this \_\_\_\_\_ day of \_\_\_\_\_, 2023 (“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 **December 6, 2023** and shall end on **June 30, 2026** 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 Warranty. By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the Services, (ii) has carefully considered how the Services should be performed, and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the Services.

1.7 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 applicable 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 **Eight Hundred Fifty Five Thousand Ninety One Dollars and Zero Cents (\$855,091.00)** 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 Retention of Funds, Final Payment. Consultant hereby authorizes City to retain and deduct from any amount payable to Consultant not exceeding five percent (5%) of the total compensation. The retained funds shall be paid to Consultant within sixty (60) days after final acceptance of the Services by the City and after Consultant has furnished City with full release of all undisputed payments under this Agreement. In the event there are any claims specifically excluded by Consultant from the operation of the release, City may retain proceeds of up to one hundred fifty percent (150%) of the amount in dispute. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of Consultant to insure, indemnify, and protect City as provided in this Agreement. City shall pay the last five percent (5%) 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 or equipment 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 listed 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. Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which Consultant may be held responsible for the payment of damages to any persons or property resulting from Consultant activities or the activities of any person or persons for which Consultant is otherwise responsible nor shall it limit Consultant's indemnification liabilities as provided in Section 5.

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:

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

(ii) 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 in writing by City.

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

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

(ii) 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.

(iii) 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.

(iv) 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 19-15 CENTRAL PARK AMPHITHEATER PROJECT FOR 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. In the event any of said policies of insurance are cancelled, Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 4 to the Contract Administrator.

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, as that term is defined in Civil Code Section 2782.8, 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. This Subsection 5.3 shall only apply to Consultant if Consultant is a “design professional” as that term is defined in Civil Code Section 2782.8.

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. 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 Subsection 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 is or any of its officers, employees, or agents are 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. 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 Prevailing Wages. Consultant acknowledges and agrees that it shall be independently responsible for reviewing the applicable prevailing wage laws and regulations and effectuating compliance with such laws, including, but not limited to the prevailing wage and related requirements set forth in this Subsection 7.3. 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.

a. Public Work. Consultant hereby expressly acknowledges and agrees that City has never previously affirmatively represented to Consultant, its employees or agents in writing or otherwise that the Services are not a "public work," as defined in Section 1720 of the Labor Code. It is agreed by the Parties that, in connection with the development, construction (as defined by applicable law) and operation of the Services, including, without limitation, any public work (as defined by applicable law), if any, Consultant shall bear all risks of payment or non-payment of state and/or federal prevailing wages and/or the implementation of Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time,

and/or any other provision of law. To the extent applicable, City will enforce all penalties required by law for Consultant's failure to pay prevailing wages.

b. Labor Code of California. The Consultant's attention is directed to Division 2, Part 7, Chapter 1 of the Labor Code of the State of California and especially to Article 2 (Wages); and Article 3 (Working Hours), thereof.

(i) In accordance with Sections 1773 and 1773.2 of the Labor Code, City has found and determined the general prevailing rates of wages in the locality in which the public work is to be performed are those determined by the Director of Industrial Relations and available at <https://www.dir.ca.gov/OPRL/2022-1/PWD/Southern.html>. Copies of the prevailing rates of wages are maintained with City's principal office and are available to any interested party on request. Consultant shall post a copy of the prevailing rate of per diem wages at each job site.

(ii) Consultant is aware of and will comply with the provisions of Labor Code Section 1776, including the keeping of payroll records and furnishing certified copies thereof in accordance with said Section. Pursuant to Labor Code Section 1771.4, Consultant must submit certified payroll records to the Labor Commissioner using the Department of Industrial Relations' electronic certified payroll reporting (eCPR) system.

(iii) Pursuant to Labor Code Section 1810, it is stipulated hereby that eight (8) hours labor constitutes a legal day's work hereunder.

(iv) Pursuant to Labor Code Section 1815, work performed by employees of contractors in excess of eight (8) hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than 1 ½ times the basic rate of pay.

(v) Pursuant to Labor Code Section 1813, it is stipulated hereby that Consultant shall, as a penalty to City, forfeit twenty-five dollars (\$25) for each worker employed in the execution of this Agreement by Consultant or by any subcontractor hereunder for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions of Article 3 (commencing with Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.

(vi) Consultant is aware of and will comply with the provisions of Labor Code Sections 1777.5 and 1777.6 with respect to the employment of apprentices. Pursuant to Section 1777.5 it is hereby stipulated that Consultant will be responsible for obtaining compliance therewith on the part of any and all sub-consultants or subcontractors employed by Consultant in connection with this Agreement.

(vii) Pursuant to Labor Code Section 1775, it is hereby stipulated that Consultant shall, as a penalty to City, forfeit not more than two-hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for the Services by Consultant or any sub-consultant or subcontractor.

c. Bidding Eligibility. Pursuant to Labor Code Section 1771.1, no contractor or subcontractor (or consultant or subconsultant) may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations.

d. DIR Monitoring. Pursuant to Labor Code Section 1771.4, Consultant is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

e. Indemnification Related to Prevailing Wages. Section 5, Indemnification, specifically encompasses Claims 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 Labor Code Sections 1726 and 1781, 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, and/or any other similar law.

7.4 Licenses and Permits, Fees and Assessments. Consultant represents, warrants, and covenants 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, and perform the Services. Consultant represents, warrants, and covenants 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, and perform the Services. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City. Consultant shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Consultant's performance of the Services, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed, or imposed against City hereunder.

7.5 Conflicts of Interest, Political Reform Act. Consultant represents, warrants, and covenants that Consultant presently has no interest, direct or indirect, which would interfere with or impair in any manner or degree the performance of Consultant's obligations and responsibilities under this Agreement. Consultant further agrees that while this Agreement is in effect, Consultant shall not acquire or otherwise obtain any interest, direct or indirect, that would interfere with or impair in any manner or degree the performance of Consultant's obligations and responsibilities under this Agreement. Consultant acknowledges that pursuant to the provisions of the Political Reform Act (Government Code Section 87100 *et seq.*), City may determine the Consultant to be a "consultant" as that term is defined by 2 California Code of Regulations Section 18700.3. In the event City makes such a determination, Consultant agrees to complete and file a "Statement of Economic Interest" with the City Clerk to disclose such financial interests as required by City. In such event, Consultant further agrees to require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" to disclose such other person's financial interests as required by City.

7.6 Annual Appropriation of Funding. In accord with Article 16 Section 18 of the California Constitution, payment of compensation under this Agreement is contingent upon annual appropriation of funds by City for that purpose. Consultant acknowledges and agrees that to the extent that the Services extend beyond one (1) fiscal year, payment for such Services is expressly conditioned on City's annual appropriation of funds for such Services for each year. If no funds are appropriated then this Agreement shall be terminated. City pledges and agrees to process such appropriation requests annually and in good faith. Nothing in this Subsection shall be construed to limit the right of either Party to terminate this Agreement as provided herein.

## **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 Subsection 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 Subsection 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 laws of the State of California shall govern 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. Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing

and shall not be a waiver of any other default concerning the same or any other provision 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, **Nancy Rodriguez, Management Analyst** (“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: Nancy Rodriguez, Management Analyst

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. 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**

\_\_\_\_\_  
Rebekah Kramer, Acting City Manager

\_\_\_\_\_  
Amr Abuelhassan, Executive Vice President

Attest:

\_\_\_\_\_  
Sarah A. Manwaring, City Clerk

\_\_\_\_\_  
Jason Bennecke, Executive Vice President

Approved as to Form:

[Note: 2 officer's signatures required if  
Consultant is a corporation, unless provided  
with a certificate of secretary in-lieu]

\_\_\_\_\_  
Jeffrey T. Melching, City Attorney

## EXHIBIT A

### SCOPE OF SERVICES

Services shall include **CIP 19-15 CENTRAL PARK AMPHITHEATER PROJECT FOR CONSTRUCTION MANAGEMENT SERVICES** in the amount not to exceed **Eight Hundred Fifty Five Thousand Ninety One Dollars and Zero Cents (\$855,091.00)** as further detailed in the following page(s).

EXHIBIT A.

## 1. LETTER OF INTRODUCTION

September 22, 2023

City of Menifee  
29844 Haun Road  
Menifee, CA 92586  
ATTN: Jennifer Christoffersen - Contract & Purchasing Specialist

**RE: City of Menifee - Construction Management Services for CIP No. 19-15:  
Central Park Amphitheater (RFP No. 2024-6)**

Dear Ms. Christoffersen and Selection Committee:

Southstar Engineering & Consulting, Inc. (Southstar) greatly appreciates the City of Menifee (City) for granting us the opportunity to submit this proposal and once again serve the City by constructing another key structure. Southstar is prepared to work under the direction of the City's Public Works Staff to support the *Central Park Amphitheater Project* by providing construction management support services for the City. Southstar is the one to choose (again) if you want a talented and experienced firm to deliver the quality, responsiveness, innovation, and value that the City expects.

This proposal will demonstrate the turn-key benefits of working with a professional construction management team with unparalleled qualifications and experience, especially when it comes to our depth of knowledge regarding important structures construction projects in Southern California. Southstar intends to surpass your expectations through dedication to quality, professional integrity, and service excellence. Selecting Southstar for this contract will result in a successfully completed project, on time and within budget. Not only will we successfully deliver the construction of the Central Park Amphitheater, but we will also exceed your expectations.

**Depth of Experience** | For the past 17 years, Southstar has provided top-notch CIP construction support services for a variety of agencies throughout Southern California including **Menifee**, *Caltrans*, *the Counties of San Bernardino, Orange, Riverside, and Los Angeles* and the cities of *Rialto, Bellflower, Huntington Park, Corona, Riverside, Murrieta, Temecula, Santa Fe Springs, South Gate, Downey, Norwalk, La Mirada, San Dimas, Fontana, Ontario, Palmdale, La Quinta, Palm Desert, Palm Springs, and Indio*. to name a few. The Southstar team has extensive experience working with these agencies to deliver federally funded and/or state/locally funded public works projects.

**Subconsultants** | The Southstar team is rounded out with top-level subconsultant firms. We have teamed with Blackhawk Environmental, RMA Group, LIN Consulting, TY Lin and Psomas as our subconsultants for this project. Details on each firm can be found in the **Meet Our Subconsultants** section of this proposal.

**Benefits to the City of Menifee** | Our proposed staff requires no learning curve and are ready to hit the ground running on day one of any tasks the project may require their services on. In addition to being the PIC, I am proposing myself as the Project Manager, which brings my fifteen years of PM experience, my General Building Contractor License (#B921267) and vertical construction experience, along with complex structures construction knowledge, and PMP certification to this critical project. *We look forward to utilizing these unique skills on this project for the benefit of the City similar to the way are currently on the I-215 Holland Road Overcrossing project for the City of Menifee.*

**Miscellaneous** | Southstar acknowledges Addendum No. 1 - 3 released via PlanetBids. Southstar has no exceptions and will adhere to the provisions described in the RFP without modification. Southstar understands that the proposal shall remain valid for a period of at least 90 days from the date of submittal. Southstar attests that all information submitted with this proposal is true and correct. Again, we appreciate the opportunity to submit our qualifications to you. As Southstar's Executive Vice President, I have the authority to bind the company in a contractual agreement with the City of Menifee. If you have any questions, please feel free to contact me via the information in the blue sidebar.

Sincerely,



Jason Bennecke, PE, MBA, PMP  
Principal-in-Charge/Project Manager  
Southstar Engineering & Consulting, Inc.

*Engineering Trust Into  
Every Project*

Southstar Engineering &  
Consulting, Inc.

DIR No: 100017294    EIN No: 20-5648626



Type of Business Entity:  
S-Corporation/  
100% Employee-Owned

Year Founded:  
2006

Years in Business:	Number of Employees:
17	25

Headquarters:  
1945 Chicago Avenue, Suite C-2  
Riverside, CA 92507

Phone: (951) 342-3120

Fax: (951) 342-3148

www.southstareng.com

Primary Contact:

Mr. Jason Bennecke, PE, MBA, PMP

Principal-in-Charge

Cell: (909) 556-8852

Email: jason@southstareng.com



Proposal for City of Menifee - Construction Management Services for  
CIP No. 19-15: Central Park Amphitheater (RFP No. 2024-6)

Page 1



## Project Understanding

Southstar understand that the City of Menifee is seeking to retain a highly qualified Professional Services Consultant to provide Construction Management (CM) Services for the CIP No. 19-15: Central Amphitheater Construction Project. The project location is in one of the newest public parks in Menifee. Central Park has hosted a number of community events such as the Menifee Moonlight Market series. The current location is anchored by a 65' x 35' concrete stage area, the 4.5 acre park site provides a beautiful outdoor setting for live entertainment. The City would like to enhance the park with the construction of an amphitheater that would feature the addition of a shade structure, lighting, and sound system.

Southstar also understands that the estimated construction cost is approximately \$4.8M and the City expects this project to be completed in one (1) year with construction of the project anticipated to begin in the late fall 2023. The Central Park Amphitheater has been designed explicitly for high quality stage productions and events. The visible structural beams will support sound and lighting, and the amphitheater will feature built-in storage and an accessible stage. *The amphitheater will consist of a shade structure (superstructure) to be built over the top of an existing stage with a separate (substructure) rear storage building.* The front shade structure will be a glulam structure covered with a PTFE roofing system sitting at 36' high and 51' deep. The rear stage storage room will be 2,080 Sq. Ft. and sit 16' high.

If selected, Southstar will be expected to provide full-service construction management and inspection services for the duration of the project. Southstar will also provide as-needed traffic control, environmental compliance, materials testing, surveying, public outreach and labor compliance as part of the construction management services. Our proposed Resident Engineer, Mr. Shaninpar, will be in charge of assigning any inspection, materials testing, surveying and environmental compliance services that need to be provided. *Mr. Shahinpar will be responsible for overseeing the team that will provide observation/inspection, labor compliance, material testing services, utility, and outside agency coordination, and monitoring and project close-out services.*

All services will be provided in accordance with the 2018 version of the "Standard Specifications for Public Works Construction" published by BNI Publications (the "Greenbook" or "SSPWC") and all amendments thereto will serve as the standard specifications for the project, except as modified herein by the Special Provisions.

Southstar understands that the Construction Contractor will required to provide a construction trailer/office facility with sanitary facility, water supply, and air conditioning for the use of CM staff and provide venue for weekly constructionprogress meetings, coordination meetings with local agencies, utility companies, local businesses, residents and other stake holders. The contractor will also supply furniture, phones, computers, fax machine, Internet services, copying/reproduction machine, file cabinets, and site safety equipment required for field staff to perform their work.

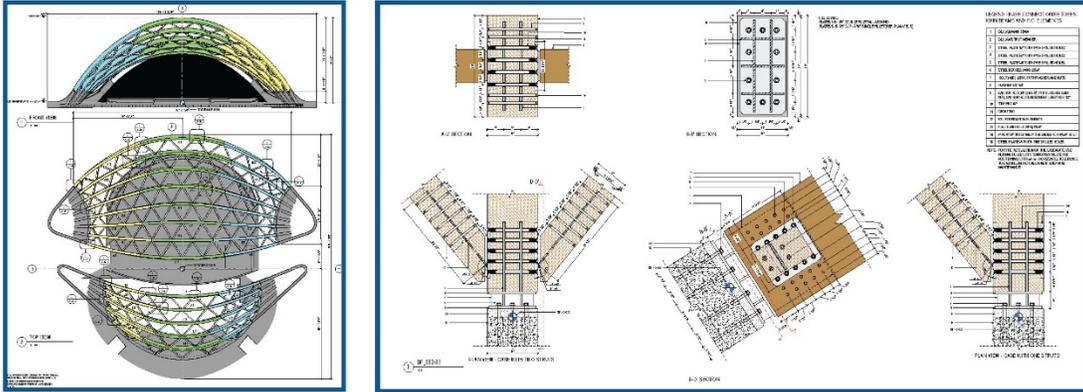
The approach to how the Southstar Construction Management Team intends to deliver this project can be found on the following pages.



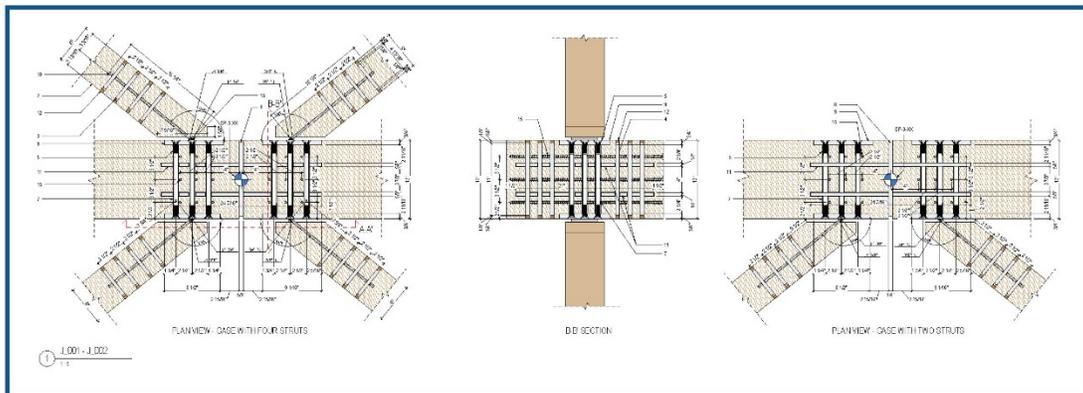
## 4. PROJECT APPROACH & WORK PLAN

### Structural Issues and Resolutions

Based on our site visit and review of the available project documents, Southstar has the following understanding of the Central Park Amphitheater project constructability. Overall, there will be typical issues with superstructure construction which can be solved but no major issues here that would impact constructability. The amphitheater structure consists of a very complex shell architectural design so special attention will need to be given to the following issues.



**ISSUE | Complex Glulam beams and bolting plates/structure:** The design requires the assembly of a complex Glulam beam and bolting plates/structure. The constructability will be impacted by the fact that there will be a lot of different pieces, segments, parts and bolts required to construct the complex structure. Since there will be a lot of different Glulam beams involved in building this structure, the measurements will need to be precise. During the process of erecting the structure, the contractor might have a hard time fitting beams together. The beams will likely deflect differently when they are supported and lifted into place. Beams will probably have to be bent, twisted, and/or adjusted to install bolts properly. The team will need to be prepared to have additional supports/falsework/shoring to install beams during the construction process. The construction team will need to work closely together with the design firm in order to figure out what major beams need to be installed first and the process of how to complete the installation.



#### RESOLUTION

Quality materials need to be on top of the list for all the pieces purchased for the construction of this structure. A good beam erecting plan will also need to be established for the safety of everyone involved and to make sure there are no avoidable delays during the construction phase. The team will need to work with designers and temporary support staff during the installation process. To successfully complete the building of the structure, the contractor will need to adjust bolts and bolt holes to fit the beams together with plates and foundation as designed.

## 4. PROJECT APPROACH & WORK PLAN

### Non-Structural Potential Project Issues and Resolutions

In addition to the superstructure constructability issues/resolutions, Southstar has visited the project location to look for any issues that could potentially delay the execution of the project if not addressed properly. We like to think about these in advance to take appropriate precautions and avoid any negative impact on the time, quality, and project cost. The following items are the existing conditions issues and resolutions discovered during the review process:

**ISSUE | Utility Conflicts:** Several utilities exist within the Project limits. Many potential conflicts are evident. Some utilities need to be protected in place or relocated. Several of the existing utility poles and overhead lines may need to be relocated to allow for the improvements. Southstar team will maintain early and sustained communication lines with all impacted utility owners and will ensure project is minimally impacted by utilities.



#### RESOLUTIONS

The Southstar Team will proactively coordinate with existing utilities and evaluate the requirements.

Early and sustained communication with all impacted utilities and the contractor will be implemented by the Southstar team. Thereby, eliminating or reducing potential delay risks.

**PROJECT BENEFIT:** Eliminate/minimize CCOs and potential time impact delays.

**PROJECT BENEFIT:** Prevents potential negative traffic impact due to outages of traffic management systems.

**ISSUE | Drainage:** Contractor will need to properly grade all excavated surfaces to provide positive drainage and prevent ponding of water. Drainage of surface water needs to be controlled to avoid damage to adjoining properties or to finished work on the site. The Southstar team will collaborate with contractor and City to investigate the drainage components, determine the existing location, elevation, and coordinate with project engineer for any required modifications. The Southstar Team will work with City to have more specific details of the structure. Existing facility will need to be modified and/or reconstructed to maintain function and still accommodate future rain events and eliminate area flooding. Existing drainage structures to remain functional during construction. While attempts will be made to schedule work in the drier months, water in channel will be unavoidable and will need to be managed with a dewatering plan and project protection plan.



#### RESOLUTION

The Southstar Team will work with the contractor to maintain the drainage facility during construction while ensuring full compliance with the project SWPPP.

**ISSUE | Construction Noise Mitigation and Dust Control:** Construction activities are expected to generate elevated noise levels, especially at night (if work is scheduled), as well as create dust in the project area.

**ISSUE | Public Outreach:** Southstar feels this project requires a strong community outreach and will work with City of Menifee to notify the community, through Brochures and mailers, media releases, paid advertising, public meetings, internet, e-mail, social media, and hand delivered notices to vicinity will be used to inform motorists about all construction activities including noise and vibration, road closure and etc.

#### RESOLUTIONS

The Southstar Team will work with the contractor to inform residents and of construction activities and to provide timely notifications. Southstar will also ensure the contractor will implement all dust control provisions listed in the project's SWPPP.



## 4. PROJECT APPROACH & WORK PLAN

**ISSUE** | Nesting Birds: Discovering nesting birds and other species during construction. The mitigation and relocation of them will cost and time for the project. Our CM team will make sure the Environmental survey shall be done ahead of construction to make sure that is not the case, if trees and vegetation are required to be taken down for the project, it is possible in the non-nesting season and to make sure this is not an issue.



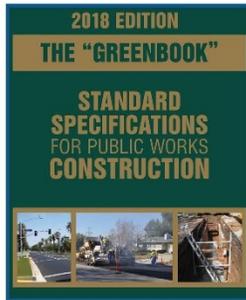
### RESOLUTION

The Southstar team will ensure that all required pre-construction surveys are performed prior to the start of any field activities. It will be necessary to take down the marked trees and vegetation outside of the nesting season.

### Existing Conditions



## Approach and Work Plan



Southstar follows a comprehensive methodology consisting of dozens of time-tested and proven strategies for ensuring contractors working on public works capital projects for municipal agencies stay on schedule and under budget. *The following tasks will be performed as part of the overall approach to providing oversight of the prime contractor to anticipate issues that may lead to unintended CCO's and/or project delays.*

Southstar can provide additional value-added specialties including resident engineering, construction management, construction administration, scheduling, labor compliance, public outreach, and construction observation/inspection. As principal-in-charge, Mr. Jason Bennecke, will be responsible for coordinating with the City's PM to provide the staff needed for any assignment, and to execute tasks on behalf of Southstar. All services will be provided in accordance with the **2018 version of the "Standard Specifications for Public Works Construction"** published by BNI Publications (the "Greenbook" or "SSPWC") and all amendments thereto will serve as the standard specifications for the project, except as modified herein by the Special Provisions.

### TASK 1 - CONSTRUCTION MANAGEMENT GENERAL SERVICES

**Project Management** | Southstar enjoys a reputation for delivering quality projects on time and within budget. A key component of this effective project delivery is the regular use of a series of project control tools, procedures and methods as a basis for planning, scheduling, monitoring of the scope and budget, document control, cost estimating, and accommodating project variables or changes. Our project controls are accomplished through a combination of an effective system involving not only tracking tools, but also effective management activities.

As needed, Southstar would work closely with the contractor and City staff throughout all phases of construction to ensure all operations and improvements comply with the contract drawings and specifications. Southstar would manage the contract to ensure the contractor is performing the work in accordance with contract documents, coordinate work with public outreach team and other agency departments, calculate pay quantities, develop and manage payment process, and take contractual action, as delegated by the City. Should any questions arise in the field, Southstar would provide clarification of the drawings and specifications and respond to any requests for information to quickly resolve the matter. Any proposed modifications or deviations from the original design would be reviewed with City staff for concurrence, prior to responding to the contractor. Southstar would also review all shop drawings, manufacturer specifications and material design submittals for suitability and compliance with the contract documents.

**Quality Assurance/Control** | Southstar ensures that only quality work will be performed by the team. Southstar's Quality Control starts with hiring and selecting highly experienced and qualified staff for construction management and inspection. Careful inspection prevents re-work, thereby assisting with meeting both schedule and budget. Southstar independently performs quality assurance (QA) reviews of the Project documents and all its files to ensure that the team is 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. Standards of quality are thoroughly discussed, including the expectations of the City and the requirements of the project's Plans, Specifications and other City requirements. Proper inspection will yield expected quality of materials and workmanship along with the proper testing of the materials both prior to and after entering the work.

**Master Project Schedule | Base-Line Schedule Review** - Our proposed Resident Engineer, Mr. Cyrus Shaninpar, will review the contractor's initial baseline schedule to make sure it is reasonable, practical, and includes a comprehensive plan for accomplishing the work. The Resident Engineer, Project Manager, and Office Engineer will verify whether the contractor has provided the appropriate schedule to interface with other activities, such as submittal reviews, material deliveries, traffic management, and agency reviews. If the initial submittal is not acceptable, we work with the contractor to develop a schedule that is achievable and meets contract requirements.

**Monthly Schedule Updates** - The Resident Engineer will review the contractor's schedule updates for accuracy and runs claim digger reports to compare with previous approved schedule update and verify the schedule is not being manipulated. We run reports based on the monthly update that indicate activities that have not started by their early start date, allowing us to discuss methods of recovering lost days. **3-Week Look Ahead Schedule:** The RE will track the contractor's progress using the start and finish dates shown on the 3-week look-ahead schedule submitted by the contractor each week and compare with the monthly schedule update. The actual dates on the 3-week look head schedule are verified against inspector diaries. Any discrepancies in start and finish dates between the 3-week look-ahead schedule, monthly schedule updates, and inspector diaries are discussed during monthly schedule review meetings with a strategy to manage the project within contract duration.

**Parallel / Shadow Schedule** - The Resident Engineer will maintain an as-built (parallel) schedule using the most accurate as-built information provided through monthly schedule updates and inspector diaries. Additionally, the RE incorporates RFIs, job memos, notice of non-compliance, CCOs, equipment breakdowns, material shortages, and other issues that could cause delays in completing an activity.

## 4. PROJECT APPROACH & WORK PLAN

**Time Impact Analysis** - CCOs may have an impact on the schedule's critical path. Should impacts occur, the contractor is required to submit a time impact analysis (TIA) immediately in accordance with the special provisions. The Resident Engineer immediately analyzes the TIA for accuracy and confirmed the delay is not concurrent with other critical path activities. If the TIA is found to be credible are commendation for time extension are made.

**Project Schedule** | 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 ahead of any delay.

**Monthly Activity Summary Report** | Southstar will provide the City with project status reports on a monthly basis and as requested. The monthly reports will discuss contract issues, procedures, progress, problems, change orders, submittals, request for information (RFIs), deficiencies and schedules. This report will describe the status of the project's budget, schedule, construction activity, accomplishments, submittals, change orders, claims in process, issues of concern, and current and anticipated work progress.

**Project Filing System** | Southstar's OE or Inspector will ensure all hard copy files are scanned as PDF files and stored digitally on a server with a filing structure that duplicates the hardcopies. Additionally, the construction engineer will upload, on a weekly basis, the electronic data documentation to the City's preferred location. The OE or Inspector will file based on City policies/guidelines, City Quality Assurance Plan (QAP) Caltrans Local Assistance Procedures Manual and/or Caltrans Construction Manual.

**Neighborhood Liaison Strategy** | *Southstar's in-house public outreach team is currently working with the Community of Menifee on the I-215 Holland Rd Overpass Project.* Led by Vanessa Barrientos, our team will provide community outreach and public meeting support for the project. Our team will ensure that accurate information regarding this project reaches targeted businesses and the community in a timely, cost-effective manner. Communication platforms are always tailored to the needs of the community and businesses. Our goal is to minimize inconveniences to the community and traveling public as they all play an important role in the success ant project. Ms. Barrientos's ability to communicate about design, engineering, traffic, and diverse communities makes her an asset throughout the life of the contract.

**Stakeholder Communication** | Early and effective communication with Project stakeholders, subconsultants, local residents, local businesses, utility owners and other affected local agencies is another essential component for meeting this project's goals. In addition to the project specific Public Outreach plan to be developed by Vanessa prior to the start of the Project, our team will develop a project specific communication plan to maintain an effective and transparent level of communication with the City and all the stakeholders.

### TASK 2 - CONSTRUCTION MANAGEMENT SERVICES

**Constructability Review** | To assist the City in implementing its goals, Southstar will review the contract documents (PS&E) prior to advertisement for constructability and biddability. Our proven approach includes, but is not limited to:

- Visiting the project site to check the site and
- Examin conditions against the site plans for conflicts, including utilities that need to be relocated.
- Determining if the site accommodates the contract staging requirements.
- Reviewing the site to determine the impacts to the adjacent residents and newly developed businesses.
- Coordinating with & making sure that necessary plan check review results are communicated and incorporated.
- Reviewing notes on the plans and checking conflicts between design disciplines.
- Verifying contract unit prices and seeing that they are clearly defined in the contract documents and identifying if constraints and permit requirements are identified and easily understood by the Contractor.
- Identified discrepancies, based on review, are brought to attention of the City Project Manager and Design Engineer.
- Determining if the various permits for all utility requirements are met

**Pre-Construction Meetings** | Our construction manager, Mr. Shaninpar, will prepare a pre-construction meeting agenda, invite the City, contractor, project partners and other stake holders. Mr. Shahinpar will also prepare meeting minutes for distribution to all attendees. These meetings will be conducted and lead by Mr. Shaninpar bi-weekly to discuss construction progress, and he will also prepare minutes for the City's approval. During construction, Southstar's construction inspector can lead or assist 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. During these meetings, the status of submittals, RFIs, CCOs and project issues will be reviewed and updated.

**Utility and Outside Agency Coordination** | Mr. Shaninpar can be responsible for alerting all affected utility companies, school administrators, Water District, Police Department, Fire Department, Trash Services, and Public Transportation Agency for the pre-construction meeting and during construction. *Additionally, Mr. Shaninpar can review the scope of work with each utility company at the pre-construction meeting, review possible conflicts, and work with each utility to ensure that specific needs of the project are understood.* He can also coordinate with utility companies to expedite the identification of any unknown utilities found during exaction, and he will coordinate any relocation work by utility companies after notifying the City.



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**Contract Bidding Support** | As-needed, Southstar can assist City Staff with the overall solicitation of bids, bidder's questions, bid 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 tabulation and analysis by reviewing all bids submitted for completeness, balance and responsiveness and if directed, will prepare a recommendation of award letter to the City. Our construction engineer will ensure the project is administered using the City policies/procedures, the City Quality Assurance Plan (QAP) and/or Caltrans Construction Manual.

**DBE Verification** | If needed, Southstar will support the City in the Preconstruction/Bid Solicitation Phase. This will include, but is not limited to, conducting pre-bid meeting w/prospective bidders, answers to bidder's questions, issue contract addenda, bid opening, bid evaluation, DBE participation verification and Good Faith Effort evaluation and Award.

**Federal Contract Management & Documentation (if necessary)** | Southstar has successfully managed 100% Federally funded projects under close oversight from Caltrans District 7 and 8 Construction Divisions. Southstar supported many agencies in the preparation of all invoicing and needed documentation of the Local Assistance Procedures Manual for proper reimbursement of funds. All applicable LAPM chapters will be followed including Chapter 16 for project implementation and Chapter 17 for Project Closeout with all applicable forms signed by our RE.

**Construction Management Plan** | The Southstar team will prepare and implement a Project Specific Construction Management Plan. The Construction Management Plan will fully adhere to the Caltrans Construction Manual and the City's Standards. The purpose of the Plan is to provide guidance to the Team on the implementation of the Contract Documents and proper lines of communication are established among team members and the contractor. A properly implemented Plan will always lead to a successful delivery of a project with the least time and cost impacts.

**Project Records** | Southstar's team will establish and maintain a filing system in hard copy files as well as in electronic form for the project using the City's filing system, consistent with Caltrans Construction Manual Logs to maintain submittals. The files included are: correspondence, memoranda, project personnel, schedules, materials data, certificates of performance, daily reports & pictures, Labor compliance & EEO records, certified payrolls, Disadvantaged Business Enterprise (DBE) records, permits/agreements, contract documents, change orders, claims, City directives, meeting minutes, shop drawings, supplementary drawings, request for payment, names addresses, telephone and fax numbers of the Contractor, subcontractors and principal material suppliers.

**Review Traffic Control Plans** | Southstar will review the traffic control plan submitted by the Contractor to ensure the proposed traffic control measures provide proper notification and delineation to allow safe passage through/around the construction zone. Southstar will also focus on ensuring the plan will provide reasonable access to properties with minimal interruption and inconvenience to the traveling public. Southstar will prepare a list of recommended modifications, as applicable. Such recommended modifications will be discussed with the City to confirm compliance with requirements prior to sharing with the Contractor. Once a final traffic control plan is approved, the Contractor will be closely monitored by Southstar to verify compliance and make necessary improvements in the field.

**Pre-Construction Walk-Through** | It is standard practice for the Southstar Team to perform a pre-construction walk-through. The purpose of the walk-through is to document all pre-construction site conditions. Also, any operational condition of existing facilities will be documented. This will include landscaping, irrigation, power and street lighting or other existing utilities. A walk-through will be documented with appropriate City staff and the Contractor to document all field conditions from the onset. The pre-construction walk-through will be documented in video and photo digital files in addition to written description and will be filed in the project's permanent files

**Office Engineering** | Throughout the project, the OE acts as the right hand of the Resident Engineer. Duties of the OE include issuing the Weekly Statement of Working Days, preparing weekly meeting agenda, distributing minutes, reviewing, and approving lane closures, reviewing extra work bills and verifying labor and rental equipment rates, creating Weekly Status of Contractors, drafting change orders, coordinating testing and surveys requests, and communicating with all parties of the team. SWPPP reports are also reviewed and tracked. OE also ensures that all appropriate submittals are submitted on time. OE will coordinate all meetings necessary for specific operations. OE is the focal point for proper and accurate project documentation on all construction projects. This role is supervised the RE.

**Communications and Correspondence** | Southstar will prepare a communication protocol as approved by the City. Our OE will log all communication, provide timely responses as stated by the communication protocol, seek approval from the City when appropriate, certify contract compliance, and communicate all submittals. Typically, such correspondence is logged in Category 5 of the Caltrans Filing System. All correspondence to and from the Contractor and others will be filed electronically in CMS and made available anytime for review by the City.

**Change Orders** | Change Orders 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 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. The team will attempt to avoid all unnecessary contract change orders, and when necessary, we will consult with the City prior to its preparation. The City's preferred method of payment for contract change orders should begin by agreeing on a price, identifying all potential claims, tracking and monitoring unresolved claims, and implementing claims avoidance processes.



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**Progress Reporting and Daily Reports** | The Southstar team will provide the City with project status reports on a weekly and monthly basis and as requested by City. The weekly reports 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 also includes any field conflicts and issues that may have arisen during the week. The monthly construction management reports describe the status of the project's budget, schedule, submittals, change orders, claims in process and current and anticipated work progress. Project inspectors are required to complete daily inspector reports (DIRs) within a 24-hour period of witnessing the work performed. These DIRs include field activities; which are tracked by contract bid item, labor, and equipment; a narrative of the work; and related photographs. Each report is signed by the inspectors and then reviewed and signed and reviewed by the Resident Engineer. RE and inspectors meet with the contractor daily to seek out issues and help resolve them. All issues are tracked through our project controls system (system specified by the City). Retrieving project documents related to a specific issue is critical to keeping the City informed. All concerns are evaluated and resolved at the lowest level possible to help minimize claims. These issues become the backbone of our weekly job site construction meeting.

**Schedule Control** | Schedule control starts with the Contractor's submittal of a baseline construction schedule, approval of the schedule and the subsequent schedule updates. Once activities are approved, they will be checked against actual activities in the field and any discrepancies will be noted. Contractor will be required to submit a narrative for all changes in the monthly schedule updates and the Southstar team will carefully scrutinize them. The team will also require the contractor to provide a 2-4-week look-ahead schedule that will allow for weekly planning of inspections, material testing and for planning off-site inspections, if needed. Any issues will be discussed in the weekly meetings with the Contractor. To avoid a project schedule impact, Southstar will review the contract documents and identify long lead materials to ensure that their procurement and delivery are performed diligently. Southstar will alert the City if the Contractor makes any construction changes that may lead to delays in completion and/or construction cost changes of the project.

**Cost Control System** | Realizing and documenting construction issues early in the project as they arise and resolving them is every team member's responsibility, particularly the inspectors in the field. Each month, team will prepare progress payments for all work completed by the Contractor for review and processing by City. Team will also review progress reports and inventory of materials-on-hand. Effective change order administration is imperative for controlling cost and schedule on any 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 City. The Southstar team has an excellent record of resolving construction issues at the lowest possible level and prior to completion of the project. The team is skilled at examining issues and maintaining detailed project documentation which mitigate potential Contractor claims.



**Progress/Coordination Meetings** | Southstar's construction manager will coordinate meetings with the Contractor, Designer, the City's construction surveyor, the City's materials inspector, and utility companies. During construction, Southstar's CM can lead or assist 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. During these meetings, the status of submittals, RFIs, CCOs and project issues will be reviewed and updated.

**Contractor Progress Payments** | As-needed, Southstar team can administer Contractor's progress payments, based on measurements and quantities calculated in the field, subject to the City audit and delegation of approval. Team inspectors will prepare daily quantity sheets for all payable items installed on any given day. These quantity sheets will provide specifics on each pay item performed on that day with location and measured units in place.

**Site Safety** | *Nothing is more important than the safety of the construction team and the general public.* The Southstar team will review the Contractor's Safety Plan and Injury and Illness Prevention Program (IIPP) for compliance and applicability to the Project conditions. While the Contractor has sole responsibility for compliance with safety requirements, Southstar continuously monitors the Contractor's compliance during construction activities and will document and report any deficiencies and will direct the Contractor for immediate correction. Additionally, Southstar team monitor and enforce debris handling and disposal plans, hazardous materials communication plans, emergency action plans, job hazard analysis, incident and inquiry reports and monthly safety reports. We conduct weekly tailgate safety meetings and attend the Contractor's scheduled safety meetings. Our efforts focus on prevention to make sure we maintain a safe work environment for the contractor, subcontractors, inspectors, field personnel, visiting City staff, and the public at large. Southstar commitment to total safety excellence throughout all projects was instituted by establishing safety as a core value. To achieve Southstar goal of zero incidents, all employees are required to actively participate in Southstar Safety Trainings as required by individual projects. Additionally, the Southstar Team will develop a Code of Safe Practices specific to the project. This document is intended to cover all aspects of project safety, including personal protective equipment (PPE) and work in and around traffic. All project personnel are required to read and sign-off on the Project Specific Code of Safe Practices. Weekly safety tailgate meetings are conducted in accordance with California Division of Occupational Safety and Health (Cal/OSHA) regulations, and meeting minutes are kept on file.

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### Neighborhood Communication/Public Information (Bilingual)

**Purpose |** The scale of this project will warrant the need for a Public Outreach Plan (Plan), which will be the road map for stakeholders to navigate through construction and support the project. It is intended to become a working document detailing new developments, tracking the progress, and ultimately serving as the primary resource to assist the agency in successfully keeping the public informed about the project through to project construction.

**Community Outreach Goals and Objectives |** This public awareness plan will help share project/closure information, identify significant project issues, concerns and expectations. The goal of community outreach is to build trust and secure public support. Specific objectives are to:

- Provide a regional-bilingual public awareness of the project and develop bilingual collateral material
- Provide a consistent, two-way communications approach.
- Ensure that the community understands the project need and benefits
- Improve the understanding of specific stakeholder concerns by partnering with local agencies

**Work Plan Approach |** While it would seem practical to duplicate other successful public outreach programs we have delivered for other clients, our team does not believe in the "cookie-cutter" approach. We understand each project has a unique community with varying needs, and require a public outreach program that is customized to fit the community. This approach includes research, planning, strategic implementation, and thorough evaluation with measurable objectives; all with a personal, humanized approach.

**Research:** Our team will research, as-needed, the project's target audience because a strong communication is key to obtaining trust. Our communication plan will correspond to the character of the project area's community. Collateral materials will be developed to communicate efficiently to stakeholders and ensure that methods of communication meet the needs of those individuals/groups.

**Planning:** Based on the research above, our team will develop a draft outreach plan with effective communication tools that will be utilized as the schedule progresses. The plan will be a living document that will adjust according to the schedule and needs.

**Implementation:** Upon the approval of the public awareness campaign plan, our team will implement elements of the outreach plan as directed by the agency. The implementation process will be primarily in the beginning of the project as it continues to develop collateral material and disseminate according to the schedule.

**Evaluation:** As the project moves forward, task elements of the outreach plan will be evaluated from different perspectives - the level of need and the value to the project. Our monthly logs and reports will assist the agency in making this decision.

**Neighborhood Affairs Strategy Memorandum (NAS):** The NAS will be organized into the following sections - Community Outreach Goals and Key Messages, The Team: Construction, Contractor, City and Public Outreach, Project Overview/Need, Project stakeholders, Outreach Roles and Responsibilities, Public Outreach Plan Tasks, Communication Platforms - Website, Email, Text to Sign up, Videos, Hotline and Email Communication Flow Chart, Emergency Response Plan and Communication and Collateral Material.

**Traffic Control |** Southstar will coordinate with our subconsultant, LIN Consulting, Inc., to provide Traffic Engineering services. Maintenance of Traffic (MOT) is one of the critical path components of the project. LCI staff shall work with the City of Menifee staff and/or the contractor to provide safe and efficient movement of road users through and around work zones while reasonably protecting users, workers, and equipment in accordance with the most recent version of all applicable standards, including but not limited to Caltrans Standard Plans and Specifications, California Manual of Uniform Traffic Control Devices, CA MUTCD, Part 6 (Latest Edition), and the City of Menifee standards. In addition, when considering the public, attention will be given to all aspects of travel through the work zone i.e., vehicular, bicycle, and pedestrian. LCI staff shall monitor, review, and provide recommendations for modifications to traffic handling and detour plans during construction.



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**Request for Information/Submittal Management Review** | The Southstar team will review and evaluate RFIs to determine if a response from the field team is possible. When the RFI has no impact to schedule, budget, or quality of along the way, the RFI are tracked in our system so responses are available for design engineers and project team review as soon as possible. Responses are expedited to avoid Contractor delays. To keep RFIs moving towards resolution, a status review is performed in our weekly job site meeting. Resolution of RFIs by the field staff helps keep projects within budget and schedule.

Any changed field condition is tracked through the RFI process. On the Presidents' Plaza Improvements Project, the Southstar team tracked the discovery of numerous buried manmade objects/utilities that required ongoing field design of existing and new facilities. This on our feet thinking, allowed us to work around many of the underground facilities and saved the Agency \$500,000.

Southstar is in the habit of turning around submittals, especially those on the critical path, within a few days in assisting the Contractor in keeping on schedule. This allows early acquisition of materials and other offsite procurements, so materials are available when required. We develop a list of required submittals early, and regularly compare our list to that of the Contractor to make sure all items are identified with anticipated delivery/completion dates denoted on our schedule. A distribution list is used to verify key staff have reviewed and accepted key submittals. Our database is used to log and manage the shop drawings and sample/submittal process, allowing review of submittal status during the weekly progress meeting.

Southstar will provide technical and administrative management services for the project, provide coordination and oversight of all activities related to the construction of the project, maintain a close relationship with the Client's Project Manager and Design Engineer, and send copies of all correspondence to the Client Project Manager. Southstar will process and track project files at the job site utilizing the filing system provided by the agency. At a minimum, project files shall include the following:

- RFIs, Submittals, Proposed change orders and revisions
- Cost accounting records on authorized work performed under contract unit costs and additional work performed based on actual costs of time (labor) and materials (T&M).
- All contract documents including: Special Provisions; Contract / Agreement; Subcontractors Listing; Bonds; Non-Collusion Affidavit; Construction Quality Assurance (CQA); correspondence, etc.
- Disadvantaged Business Enterprises (DBE) Compliance
- Relevant permits and requirements from local governments or regulatory agencies
- Appropriate reference specifications, standards, and standard plans
- Notice to Proceed and contract time accounting procedure and documentation
- Equipment and material submittal log. The construction contract shall be reviewed for submittal requirements, and due dates shall be established based on the construction schedule.
- Correspondence log
- Progress payment format in compliance with City standards
- Project personnel and emergency phone numbers
- Contract change order documentation and approval procedures
- Daily construction report, supplemented by daily materials sampling and testing reports prepared on printed forms
- Required safety documentation and equipment
- Project photograph log
- Record drawing format
- Progress meeting format
- Pre-construction meeting format

**Document Control** | 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.

**Drainage** | Proper on-site 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 local streets and to construct the new facilities with the ultimate conditions in mind. The projects propose to construct/modify drainage systems with various pipe sizes and materials and drainage structures. Members of our team are heavily experienced in the construction of drainage facilities and systems in accordance with the City of Menifee Standards, Caltrans Standard Plans, GreenBook and the contract documents.

**SWPPP** | If need, a certified Southstar Inspector 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. The team provides recommendations for improvements to the BMP installation and functionality on a daily basis during their regular inspection activities.



## 4. PROJECT APPROACH & WORK PLAN

### TASK 3 - CONSTRUCTION INSPECTION SERVICES

**Construction Observation and Inspection** | *As part of the quality control process*, 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 and the general 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 contracts such as this one.



Our inspectors are not your typical construction inspectors, because they were cross-trained as inspectors for building and facility improvements, electrical and lighting improvements, landscaping improvements, sewage improvements, storm drainage improvements, traffic signal improvements. Additionally, all of Southstar inspectors have performed inspection services for projects including storm drain and pipeline relocation, street improvements, traffic signal improvements, roadway widening, striping, traffic control, utility protection (with relocation if required) project quality control, and various types of concrete work. They are intimately familiar with the Caltrans Standard Specifications, Caltrans Standard Plans, and the Standard Specifications for Public Works Construction ("Green Book") State of California Construction Safety Orders (CalOSHA) and traffic control practices as specified in the Work Area Traffic Control Handbook (WATCH). Inspectors will ensure that appropriate agencies (including, but not limited to), City, resource (environmental) agency, and local agency personnel are notified and present as required throughout the project. They will notify the agency immediately regarding any directives, recommendations, notices, etc. received from agencies other than the City. In the field, the Southstar team will make all reasonable efforts to guard the City against defects and deficiencies in the contractor's work.

Responsibilities of the construction inspectors include, but are not limited to:

- Performing daily on-site observations of the progress and quality of construction to determine if work being performed is in general conformance with contract documents, all applicable laws, codes, and ordinances.
- Identifying actual and potential problems associated with Project and recommending sound engineering solutions
- Reviewing plans, specification, and other contract and construction-related documents. Inspectors will intimately study these documents along with traffic control plans, construction schedules, sequences, and permit requirements. Understanding all the details of these resources will guide the inspectors when ensuring the contractor's compliance.
- Maintain photographs of the pre-construction phase, during the construction phase, and the post-construction phase
- Attend pre-construction meetings, weekly and monthly (if necessary) meetings, and discuss any concerns that may lead to budget or scheduling issues. Inspectors will create and submit a "Weekly Statement of Calendar/Working Days" as requested by City.
- Coordinate with the Contractor to discuss the plans, specifications, and regulations to ensure the contractor is complying.
- Provide inspections to ensure encroachment permittees about non-compliance and correct compliance problems as they arise. Inspector will then notify the encroachment permittees when these problems arise.
- 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 agency against contractor claims and costly contract change orders. Per the City's request, the daily diaries will include site and weather conditions; traffic control measures taken by contractors; labor, equipment and materials used; quantity of work performed; and major incidents/safety violations.
- Consistently review construction progress schedules to verify the project is on track and within budget. The inspectors will notify the Contractor should any deviations occur, and they will formulate a plan to bring the project back on track.
- Monitoring the contractor's daily work for safety, quality, public convenience, and compliance with contract documents.
- Coordination with the Materials Testing unit to review soil compaction and materials testing certifications of compliance. The Inspector will also coordinate with the City's Acceptance Testing and Independent Assurance Program firms to ensure the quality of work once completed. Monitoring of change order work.
- Monitor utility relocation , minimize utility conflict delays, and potent relocations. Inspectors will report any potential delays or relocations to the agency.
- Coordinate with the Contractor and Public Outreach Liaison to discuss access to surrounding businesses and residential areas
- Ensure safety compliance in the field, for the surrounding public, and report any failing safety measures to the City.
- Monitor and maintain compliance with the City's National Pllutant Discharge Elimination System (NPDES). Ensure environmental compliance of other local Cities, County, State, and Federal regulations.
- Maintaining data for change orders and tracking the time of dispute , the time of the contractor's notification, and what the inspector will do.
- Provide technical support, prepare and submit necessary documentation for approval by the City and attend meetings as required in order to receive authorization from the City to construct the project.

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- Maintaining awareness of water discharge requirements. Monitoring Contractors compliance with applicable regulations and applicable required construction contract provisions.
- Coordinate with the Contractor and construction manager to provide complete measurements and calculations to administer progress payments and make recommendations for payments
- Performing field measurements of the contractor's work and recording them in quantity calculation sheets that will be the basis for contractor's payments.
- Ensure the Contractor submits all certified payroll reports with monthly progress payment requests. The inspector will also coordinate with the labor compliance officer to ensure these reports are compliant with both federal and state prevailing wage regulations. Also, the inspector will verify the labor and hours reported by the Contractor's based on their daily diaries and inspection reports.
- Submit as-built plans to the City once the project is completed
- Making punch-lists, conducting final inspections and close-out encroachment and construction/excavation permits

**Materials Testing** | Southstar will coordinate with our Materials Testing subconsultant, RMA, to provide quality assurance material sampling and testing services to support the project as needed. *The RMA field inspector will provide periodic or continuous observation and perform sampling and testing of in strict accordance with published standard testing procedures, the project Technical Specifications, and as directed by the City. During construction, their field inspector will meet each shift with the Southstar's lead inspector to discuss the day's operations.* The test results for each material will be processed into a standard report format and sent to the Resident Engineer within the timeline established by the project Technical Specifications. A summary of all acceptance testing will be maintained and updated throughout the project. Constant coordination between Southstar field inspector and laboratory personnel ensures that time-sensitive tests are performed and reported promptly.

**Surveying** | Southstar will coordinate with our subconsultant, Psomas, to provide surveying services. Psomas understands the City of Menifee is seeking a professional land surveying firm to provide construction surveying quality assurance services to support the construction management team for the Central Park Amphitheater Project under the agreement with the City of Menifee.

The survey project approach to quality assurance and quality for Psomas consists of a project kickoff meeting, develop a work plan, scheduling and communication, submittal review process, quality control and quality assurance, and developing a safety plan. The project kickoff meeting will be to discuss scope of work, schedule, deliverables, reviewing current construction plans in CAD and PDF format, and identify key points of contacts for survey requests and project information. A work plan will be generated after the assessment of existing horizontal and vertical survey control is provided and verified in the field at key locations prior to first survey request for the project. If needed, durable secondary control will be established at this time that can be used during the duration of the project. After control is verified and densified, an updated coordinate list and field notes will be distributed to the project team.

A project construction schedule will need to be provided by the construction management team and weekly meetings will need to be scheduled to track survey requests being issued and completed. The construction management team will identify a registered engineer (RE) who will submit survey request form to Psomas and assist with additional information needed to perform survey requests along with informing Psomas of design and construction plans changes. Psomas project manager will field the survey requests, provide adequate field and office resources to complete task, and track progress and deadlines to meet project schedule. Also, no work will be performed unless we are in receipt of a staking request form. Psomas has a policy that we will respond within 48 hours after receipt of a staking request. Psomas also understands that things can happen, and a timelier response may be needed. We are equipped to handle quicker responses and will handle this on a case-by-case basis. Psomas will adhere to Caltrans Section 11 - Engineering Surveys and Section 12 - Constructions Surveys, and the Land Surveyor's Act. All work will be in compliance with known industry standards, the latest Caltrans standards, and our internal Psomas standards. Submittals of as-built survey data and cut sheets will be within 2 to 3 days after completion of work and is subject to change pending size and quantity of the survey request. Quality control and quality assurance will be performed in the field and office. The field staff will back check cut sheets prior to submitting to the office staff. Office staff will perform an independent QC review of as-built survey data collected and cut sheets provided with a final QC review by or overseen by a professional licensed land surveyor prior to submitting to the RE in charge.

Psomas will develop a safety plan at the project kickoff stage and each mobilization to confirm site conditions match plan. Psomas takes safety seriously and we have developed plans and procedures to ensure that the health and safety will be managed on the jobsite. Psomas has adopted an Injury and Illness Prevention Program (IIPP) that describes specific goals, responsibilities, compliance, communications, hazard assessment, accident/exposure investigations, hazard correction, training, and recordkeeping for all employees to follow. For each Psomas project a Site Specific Health and Safety Plan (SSSP) is developed reflecting the specific safety preparations and references. As part of the SSSP, Psomas conducts a Job Hazard Analysis (JHA) to study the job specifically for any hazards for each project. Psomas has a Corporate Director of Safety who oversees our Employee Safety Program and is responsible for the enforcement of all OSHA, CalOSHA and local safety codes and regulations. The field crews will hold weekly and, if needed, daily "Tail Gate" safety meetings to review project related safety issues and plan survey activity to ensure a safe working environment. Site hazard assessments are filed for all new project assignments. Safety issues are also reviewed during our monthly survey meetings with all survey sta , where surveyors have an opportunity to learn from past experiences and make recommendations for additional safety.



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**Daily Reports** | The Southstar Inspector will provide the City with daily diaries of the construction progress. Here, the inspector will prepare a daily report using the Caltrans format found in the Caltrans Local Assistance Procedures Manual. The report will discuss quantities of materials, photos of construction progress, any issues that may have occurred throughout the day, construction activity, accomplishments, status of project budget and schedule, and any other components that should be brought the City's attention.

**Photo Documentation** | All our team members are equipped with iPhones and iPads for proper photo/video and written documentation of all project activities. We will document the job site existing conditions with complete and comprehensive job-site photos and video prior to construction. During construction activities and after completion of project elements, project photos and videos will be taken and stored on a common project cloud server to document progress. City staff will have access to Project cloud server at any time.

**Environmental Coordination & Biological Monitoring** | Preconstruction survey must be conducted 7 days before start of work if construction falls within the identified nesting windows. Our team is prepared to provide all necessary surveys as well as all required monitoring during construction as delivered by our Environmental subconsultant, Blakchawk.

*The Site Biologist will be responsible for ensuring the oversight of biological and aquatic resources and the proper execution of all Contractor-related actions included in the Project plans, documents, as well as federal, state, and local law. These documents may include the Project Categorical Exclusion mitigation measures, Storm Water Pollution and Prevention Plan (SWPPP), nesting bird management plans, bat avoidance plans, spill response and notification plans, cultural and historic resources management plans, species-specific resource protection plans, fire prevention and protection plans, and other Project documents that pertain to biological and aquatic resources.*

Such actions may include receiving site-specific environmental constraints from the City, tracking and managing new constraints communicated by the City representatives (i.e., nesting birds), and developing site-specific work plans in coordination with the Contractor that will allow the timely execution of construction activities in compliance with said constraints. The Site Biologist will maintain a log of unanticipated Project delays or schedule impacts related to environmental compliance and disseminate this information in a concise format to Contractor representatives.

The Site Biologist will provide support to the Contractor through the drafting and submittal of environmental compliance related deliverables and any required compliance reporting. Site Biologist may assist with required Contractor-furnished environmental plans, permits, or reports which may include Spill Prevention Control and Countermeasure Plans, Hazardous Materials Business Plans, Dewatering Plans, site-specific work plans, and any non-compliance reporting.

### Task 4 - Construction Closeout Activities

The following includes activities that typically take place during the post construction phase of work.

**Final Inspection and Punch-list** | Southstar will deliver a final completed project to City in compliance with the plans, specifications, and estimate (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 and other stake holders, 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.

**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, the 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 the City's signature and transmitted for archiving.

**Proposed Final Estimate** | The Southstar Resident Engineer and Project Inspector can lead or assist in the preparation the Proposed Final Estimate and obtain Contractor's concurrence. This document shall be provided after resolution of any open claims.

**Final Project Report** | A Final Project Report will be created 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 Walk-Through** | Southstar will perform final inspections and issue punch-lists of incomplete or deficient work. Southstar will monitor punch-list completion, and issue a notice of substantial completion. Subject to delegation of authority by the City, Southstar will schedule and conduct a final walkthrough with the City, Contractors, and design engineers. Southstar will coordinate the execution of any required corrections resulting from the final walkthrough. Once all corrections are addressed, Southstar will coordinate final project acceptance with City and applicable local agencies and utilities.

**Final Acceptance** | Southstar will recommend for final acceptance of the Project after the contractors have corrected deficient work and satisfied all contract conditions. Then will deliver a final completed project to the City which is in compliance with the plans, specifications, and estimate (PS&E) package, and all applicable codes, permits and standards.



## 4. PROJECT APPROACH & WORK PLAN

**Audit Support** | Southstar understands the importance of meeting the funding agency's guidelines to ensure full reimbursement of project costs. Passing every audit starts with the proper set up of Project Files. Our team is trained to follow the Caltrans Local Assistance Procedures Manual (LAPM). Depending on the size of the project, we are prepared to set up the Project books in the standard Caltrans 63 filing categories or the reduced 18 categories for projects less than \$10 million in capital cost. Once filing categories are set up, they will all be populated as applicable for proper document control and project financial records. Our team members have been audited numerous times by Federal and State auditors that have always been successful and resulted in full project reimbursement to the agency.

We understand that the City may be audited one or more times following project close-out. We also understand that the City may issue a future task order to pay for support services during any such audits, should they request these services. Our staff have undergone both in person and remote/virtual audits. Our team is prepared to undergo audits in any format required by the auditors and at any location required. There's potential for up to 3 audits to be performed on the Project. Preconstruction, During Construction and Post Construction audits may take place. For a successful preconstruction audit, it is very important that the bid process and DBE participation is closely monitored and properly implemented during the preconstruction phase. For the during and post construction audits, following the proper document control process is key to successful audits and final and full reimbursement to the agency.

### TASK 5 - LABOR COMPLIANCE

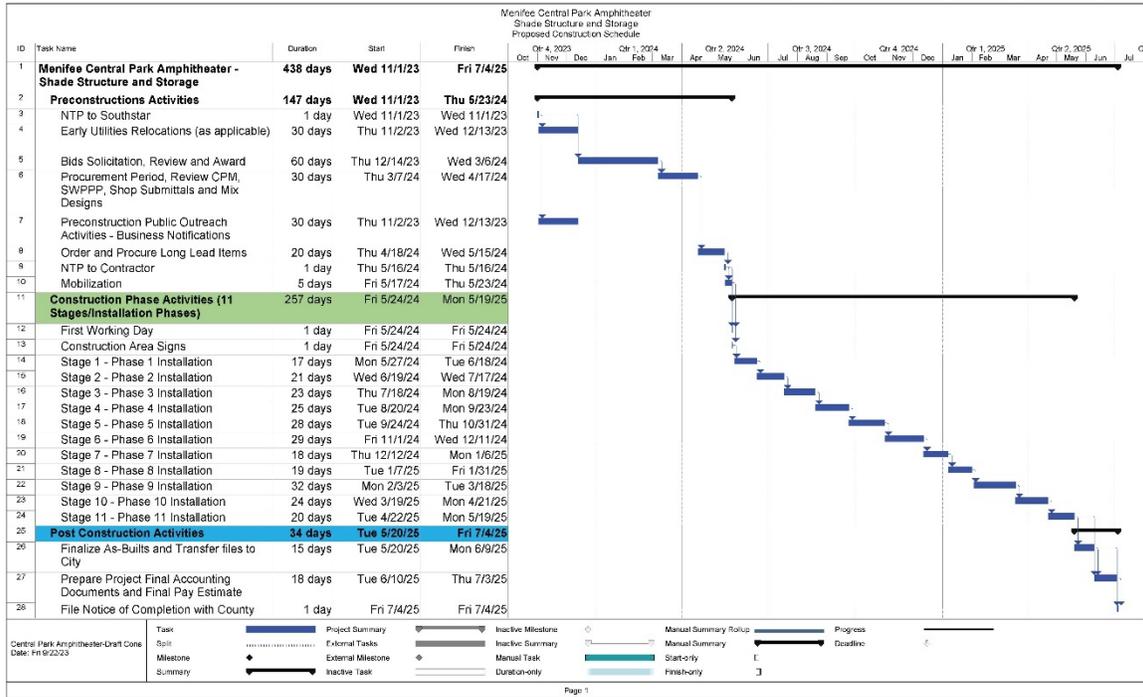
**Labor Compliance** | Southstar's labor compliance officer, Mr. Ramon Carlos, offers over 16 years of experience in construction labor compliance regulation, record keeping and submission requirements, with labor code requirements on public works projects. He will verify labor compliance through review of the contractor's certified payrolls, including fringe benefit statements, in accordance with prevailing wage rates set by the California Labor Code and Federal guidelines for reporting of federalized projects. The labor compliance review will also include verification of DBE utilization, subcontractor utilization, and labor compliance interviews with workers.

### Project Schedule

The Southstar team has reviewed the plans provided with the RFP to determine an approximate schedule for various activities to be performed by the construction management team, that identifies the milestones of major tasks of the Project. The schedule showing how this may be accomplished can be found on the following page.



5. PROJECT TIMELINE & OVERALL IMPLEMENTATION SCHEDULE



Attachment A



ATTACHMENT A: ACCEPTANCE OF PROPOSED AGREEMENT

(PLEASE READ AND MARK EACH CHECKBOX CONFIRM ACKNOWLEDGEMENT AND AGREEANCE WITH THE INDICATED STATEMENTS)

- Checkboxes for: Proposal Cost, additional addendum(s), and signature certification.

ACCEPTANCE OF PROPOSED AGREEMENT/CONTRACT:

- Checkbox for: Submittal of this proposal indicates we have reviewed the proposed written agreement...

Southstar Engineering & Consulting, Inc.
Company Name
1945 Chicago Ave Unit C-2
Address
Riverside CA 92507
City State Zip Code
(951) 342-3120 (951) 342-3148
Telephone Number Fax Number
Company Type:
[X] Corporation [ ] Partnership [ ] Trust/Estate [ ] Limited Liability Company (LLC)
[ ] Individual/Sole Proprietor or single member LLC [ ] Other:

Signed By
Jason Bennecke, PE, MBA, PMP
Executive Vice President/CAO
Print Name Title

Attachment B.1



**ATTACHMENT B.1: ACKNOWLEDGMENT OF INSURANCE REQUIREMENTS AND CERTIFICATION OF ABILITY TO PROVIDE COVERAGES SPECIFIED**

I, Jason Bennecke, PE, MBA, PMP (Print Name), the Executive Vice President/CAO (President; Secretary; Owner or Representative) of the Southstar Engineering & Consulting, Inc. (Company Name or Corporation, or Owner), certify that the Insurance Requirements set forth in Attachment B and the Proposed Agreement have been read and understood that our insurance company(ies) NFP Property & Casualty Services, Inc. (Name(s) of insurance company(ies)) (is/are) able to provide the coverages specified.

  
Signature of President, Secretary, Partner, Owner or Representative

09/22/2023  
Date

Attachment C - Southstar



ATTACHMENT C: CERTIFICATION OF NON-COLLUSION

Made to: City of Menifee

(a) By submitting this proposal, each proposer and each person signing on behalf of any firm certifies, and in the case of a joint proposal, each party therefore certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

- (1) The fees and terms in this proposal have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such fees and terms with any other proposer or with any other competitor; and
(2) Unless otherwise required by law, the fees and terms which have been quoted in this proposal have not been knowingly disclosed by the proposer prior to the opening, directly or indirectly, to any other proposer or to any competitor; and
(3) No attempt has been made by the proposer or will be made to induce any other persons, partnership or corporation to submit or not submit a proposal for the purpose of restricting competition.

Jason Bennecke, PE, MBA, PMP
- Executive Vice President/CAO

[Handwritten Signature]

Printed Name and Title

Signature

Southstar Engineering & Consulting, Inc.
Name of Firm/Company/Corporation

951-342-3120
Telephone Number

1945 Chicago Ave. Unit C2
Street Address

Riverside, CA 92507
City, State, Zip

jason@southstareng.com
Email Address

09/22/2023
Date



Attachment C - Blackhawk



ATTACHMENT C: CERTIFICATION OF NON-COLLUSION

Made to: City of Menifee

(a) By submitting this proposal, each proposer and each person signing on behalf of any firm certifies, and in the case of a joint proposal, each party therefore certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

- (1) The fees and terms in this proposal have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such fees and terms with any other proposer or with any other competitor; and
(2) Unless otherwise required by law, the fees and terms which have been quoted in this proposal have not been knowingly disclosed by the proposer prior to the opening, directly or indirectly, to any other proposer or to any competitor; and
(3) No attempt has been made by the proposer or will be made to induce any other persons, partnership or corporation to submit or not submit a proposal for the purpose of restricting competition.

Form fields for signature and contact information: Seth Reimers, President; Printed Name and Title; Signature; Blackhawk Environmental, Inc.; Name of Firm/Company/Corporation; Telephone Number; 619-972-7932; 1720 Midvale Drive; Street Address; San Diego, CA 92105; City, State, Zip; seth@blackhawkenv.com; Email Address; 9/22/23; Date

Attachment C - RMA



ATTACHMENT C: CERTIFICATION OF NON-COLLUSION

Made to: City of Menifee

(a) By submitting this proposal, each proposer and each person signing on behalf of any firm certifies, and in the case of a joint proposal, each party therefore certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

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(3) No attempt has been made by the proposer or will be made to induce any other persons, partnership or corporation to submit or not submit a proposal for the purpose of restricting competition.

Form fields for signature, name, RMA Group, telephone number, street address, city/state/zip, email address, and date.

Attachment C - Psomas



ATTACHMENT C: CERTIFICATION OF NON-COLLUSION

Made to: City of Meniffee

(a) By submitting this proposal, each proposer and each person signing on behalf of any firm certifies, and in the case of a joint proposal, each party therefore certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

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(3) No attempt has been made by the proposer or will be made to induce any other persons, partnership or corporation to submit or not submit a proposal for the purpose of restricting competition.

Signature block containing fields for Printed Name and Title, Signature, Name of Firm/Company/Corporation, Telephone Number, Street Address, City, State, Zip, Email Address, and Date.

Attachment C - LIN Consulting



ATTACHMENT C: CERTIFICATION OF NON-COLLUSION

Made to: City of Menifee

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(3) No attempt has been made by the proposer or will be made to induce any other persons, partnership or corporation to submit or not submit a proposal for the purpose of restricting competition.

Signature block containing fields for Printed Name and Title, Signature, Name of Firm/Company/Corporation, Telephone Number, Street Address, City, State, Zip, Email Address, and Date.

Attachment C - TY Lin



ATTACHMENT C: CERTIFICATION OF NON-COLLUSION

Made to: City of Menifee

(a) By submitting this proposal, each proposer and each person signing on behalf of any firm certifies, and in the case of a joint proposal, each party therefore certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

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(2) Unless otherwise required by law, the fees and terms which have been quoted in this proposal have not been knowingly disclosed by the proposer prior to the opening, directly or indirectly, to any other proposer or to any competitor; and
(3) No attempt has been made by the proposer or will be made to induce any other persons, partnership or corporation to submit or not submit a proposal for the purpose of restricting competition.

Form fields for signature and contact information: Printed Name and Title (Joseph Smith, Vice President), Signature (Handwritten), Name of Firm/Company/Corporation (T.Y. Lin International), Telephone Number (619.908.3306), Street Address (3633 E. Inland Empire Blvd. Suite 700), City, State, Zip (Ontario, CA 91764), Email Address (joseph.smith@tylin.com), Date (September 22, 2023)

