

## CITY OF MENIFEE

### PROFESSIONAL SERVICES AGREEMENT

#### CIP 13-04 BRADLEY ROAD BRIDGE OVER SALT CREEK (CONSTRUCTION MANAGEMENT AND INSPECTION 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 **ANSER ADVISORY MANAGEMENT, LLC**, a Limited Liability Company (LLC) (“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 **November 1, 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 **Two Million Two Hundred Fifty Three Thousand Six Hundred Nineteen Dollars and Forty Two Cents (\$2,253,619.42)** 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 13-04 BRADLEY ROAD BRIDGE OVER SALT CREEK (CONSTRUCTION MANAGEMENT AND INSPECTION 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 <Lucas Rathe> (“Consultant’s Representative”). The Consultant’s Representative shall have full authority to represent and act on behalf of Consultant for all purposes under this Agreement. The Consultant’s Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

10.8 City Contract Administration. This Agreement shall be administered by a City employee, <Carlos Geronimo>, **Engineering Manager** (“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:

ANSER ADVISORY MANAGEMENT, LLC  
Attn: Lucas Rathe  
2677 N. MAIN STREET, SUITE 400  
SANTA ANA, CA 92705

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

City of Menifee  
29844 Haun Road  
Menifee, CA 92586  
Attn: Carlos Geronimo, Engineering Manager

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.
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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

\_\_\_\_\_  
Lucas Rathe, Vice President

Attest:

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

\_\_\_\_\_  
Craig Halvorson, Regional Managing Director,  
EVP

Approved as to Form:

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

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

## **EXHIBIT A**

### **SCOPE OF SERVICES**

Services shall include **CIP 13-04 BRADLEY ROAD BRIDGE OVER SALT CREEK (CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES)** services in the amount not to exceed **Two Million Two Hundred Fifty Three Thousand Six Hundred Nineteen Dollars and Forty Two Cents (\$2,253,619.42)** as further detailed in the following page(s).

**EXHIBIT A.**



## SCOPE OF WORK & DETAIL

### 1 - PROJECT INFORMATION

Salt Creek is a major flood control Channel that runs east-west over the entire width of the City and discharges at Canyon Lake. Several major roads cross the Channel: Lindenberg Rd, Meniffee Road, Antelope Road, Bradley Road, Murrieta Road, Normandy Road, and Goetz Road. Of these, Bradley Road, Murrieta Road, and Normandy Road are at grade crossings which experience closures during moderate to heavy rain events, which leaves the City's north and south halves disconnected over a 4 mile gap during these events.

The CITY of Meniffee proposes to construct a new 335 feet long, 64' wide bridge over Salt Creek at Bradley Road. The project will construct support columns and abutments which will encroach into Slat Creek; because of this, the project is subject to environmental agency jurisdictional requirements and permits: Riverside County Flood Control, Army Corp of Engineers, California Fish and Wildlife, Water Regional Quality Control Board, and MSHCP. In addition, major utilities will have to be relocated prior to or during construction such as gas mainlines and domestic waters.

The project will re-construct a portion of the Salt Creek trail during construction which requires coordination with City and public notification. Lastly, the project will also start construction at the same time as a private development located south of Salt Creek and adjacent to the project limits. Coordination within the two projects must be carefully orchestrated in order to minimize conflicts.

Estimated construction costs are approximately \$13.5 million; with construction of the project anticipated to begin in the May 2024. The City would like this project to be completed in one (1) year; to accomplish this timeline, the City will completely close Bradley Road in both directions. The project uses federal and local funds for the construction of this project and is in the process of clearing NEPA. Note that federal funds are not used in the procurement of Construction Management Services.

For this Scope of Work, ENGINEER refers to the Firm providing Construction Management Services.

### 2 - CONSTRUCTION MANAGEMENT GENERAL SERVICES

#### 2.1- Project Controls System Development

##### Purpose:

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

The master schedule of the Project Controls System (PCS) will enable critical activities and interrelationships between the contractors, suppliers, the CITY, the CITY's Project Manager, design



engineers, environmental monitors, utility companies, biologist and construction manager (including its subcontractors) to be monitored efficiently during the construction phase of the project. The master schedule will identify permit constraints, work area restrictions and other known work and/or coordination constraints.

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

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

**Approach:**

ENGINEER will develop the PCS using software similar to Primavera P6 and Expedition, Microsoft Word and Excel software. A master schedule will be developed summarizing all significant activities of project related entities including the contractor, equipment suppliers, the CITY's project manager, design consultants, biologist, and the construction manager. The schedule will be structured to include the following:

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

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

**Assumptions:**

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

**Deliverables:**

- Implementation of Project Control System.
- Draft master project schedule.
- Initial master project schedule following review and approval by the CITY.

- Initial project cost.

## 2.2- Monthly Project Progress Meetings and Reports

### Purpose:

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

### Approach:

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

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

### Assumptions:

- The project monthly progress report will be provided throughout the contract period for an estimated duration of 20 months, which includes pre-construction activities (constructability reviews, utility relocation coordination), bidding, construction administration and inspection, project close-out, As-built preparation, final invoicing, and final reporting/submittals as required.
- A regular monthly meeting date and time will be established. Meeting date is typically the first week of each month, the same day of the week, i.e., Monday, Tuesday, etc.
- Written progress reports will be provided to the CITY at least 5 working days in advance of each progress meeting.
- CITY to submit proposed changes/amendments to the monthly progress reports, in writing, to ENGINEER for its use.
- Additional project budget expenditures determined to be the responsibility of the contractor will be addressed quarterly with adjustments being made to progress payments.

### Deliverables:

- Monthly project progress report.
- One page summary report.
- Monthly progress review meetings with minutes/summaries.

## 2.3- Document Management System

### Purpose:

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

**Approach:**

ENGINEER will set up a document tracking system; using software similar to Primavera Expedition or as recommended by the ENGINEER to maintain project files.

**Assumptions:**

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

**Deliverables:**

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

## 2.4- Neighborhood Liaison Strategy

**Purpose:**

To provide a strategy for dealing with issues related to the impacts of construction on the residential neighborhoods and businesses located adjacent to and within the limits of the project, to respond to public inquiries regarding the project, and to coordinate with the City, Meniffee Police Department, emergency services providers, transit agencies, school districts and others as needed regarding construction activities that may impact public safety.

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

**Approach:**

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

**Assumptions:**

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

**Deliverables:**

- ENGINEER: Draft Neighborhood Affairs Strategy memorandum.
- CITY: Review and comment on draft Affairs Strategy memorandum.
- Cities: Review and comment on draft Affairs Strategy memorandum.
- ENGINEER: Final Neighborhood Affairs Strategy memorandum.

## 2.5- Sub-Consultant Management:

**Purpose:**

To coordinate and manage sub-consultant services contracted with ENGINEER. Sub-consultants include inspectors, special item inspectors, surveyors, materials testing consultants, biologists, and/or others secured at reasonable rates.

**Approach:**

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

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

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

**Assumptions:**

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

**Deliverables:**

- Copies of all sub consultant reports. Original reports will remain with ENGINEER until project closeout, at which time all originals will be forwarded to the CITY with the project documentation.
- Copies of all sub-consultant invoices billed through ENGINEER.
- Original invoices reviewed and approved by ENGINEER for CITY contracted consultants.

### **3 - PRE-CONSTRUCTION PHASE SERVICES**

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

#### **3.1- Constructability Review**

**Purpose:**

To provide the CITY and ENGINEER with reasonable assurance that project can be adequately constructed as indicated on the Design Plans and to endeavor to minimize contract change orders and reduce the project schedule to the extent possible. To enable changes to be made to the Project Documents by the Design Engineer before the construction contract bids are due.

**Approach:**

ENGINEER will perform a constructability review of the project, analyzing the phasing and staging of project construction for conflicts and to minimize the disruption to traffic. Review of the Project



Plans (including construction notes), the Project Specifications, Estimates, and applicable permits technical reports for the Project is required for a thorough understanding of the project. The ENGINEER will also perform an Independent Quantity Take-off of the major items of work on the Project.

**Assumptions:**

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

**Deliverables:**

- Constructability comments and report for review by the CITY and Design Engineer. ENGINEER will provide two (2) copies of the comments and report.
- The Independent Quantity Take-off with comments and supporting calculations, wet stamped and signed by the ENGINEER's Engineer in Responsible Charge.

After CITY and Design Engineer have reviewed and/or made changes, log changes made, and changes not made in the project records.

### 3.2- Pre-Construction Coordination

**Purpose:**

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

**Approach:**

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

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

### 3.3- Construction Management Plan

**Purpose:**

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

**Approach:**

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

**Assumptions:**

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

**Deliverables:**

- Draft project manual for review by the CITY in electronic (pdf) form.
- After review and comments, provide one (1) copy of final project manual and electronic (pdf) copy to the CITY.

### 3.4- Contract Bidding Support

**Purpose:**

To provide support to the CITY during the Bidding Phase of the project to ensure bid documents are satisfactory and complete, and selection of the contractor follows proper standards and procedures.

**Assumptions:**

ENGINEER will be available as needed to coordinate activities, review documents, provide recommendations and attend meetings during the Bid document preparation and Contract Bidding phase.

**Deliverables:**

ENGINEER will:

- Assist the CITY to pre-qualify bidders and major sub-bidders and develop bidder's interest in the project. Assist the CITY in issuing bidding documents.
- Attend pre-bid conferences and provide information to bidders regarding City's expectations of them throughout the project duration and familiarize bidders with the bidding documents, proposed management techniques and with any special systems, materials or methods.
- Assist the CITY and Design Engineers with the receipt of questions and timely responses to bidders.
- Assist in the review and preparation of Addenda to be issued to the Bidders.
- Assist in the bid analysis including accuracy of bids, identifying the lowest responsive bidder, checking references and other bid forms and make recommendations to the CITY for the award of contracts and/or rejection of bids.
- Conduct a pre-construction "kick-off meeting" that includes all agencies, utilities, and contractors that will be participating in the Project. Attend any other pre-construction meetings that may be required.

### 3.5- Local Assistance Documentation / Federal Contract Management Requirements

The construction budget for this project is partially funded with federal moneys. ENGINEER shall assist the City to determine if compliance with Local Assistance Project Manual (LAPM) is required for this project and assist the City in providing the required submittals and documents. If required, ENGINEER shall ensure compliance with LAPM.

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

### 3.6- Pre-construction Walk Through.

**Purpose:**

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

**Approach:**

Prior to the issuance of a Notice to Proceed, ENGINEER, the Contractor, utility company representatives, biologist, archeologists, CITY will walk the entire project and record existing conditions via a written log, still photographs, and videotape where required. ENGINEER will provide copies of all documentation to the Contractor and the CITY. ENGINEER will keep documentation originals in the project files until project completion.

**Assumptions:**

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

**Deliverables:**

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

## 4 - CONSTRUCTION MANAGEMENT SERVICES

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

### 4.1- Pre-construction Conferences

**Purpose:**

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

**Approach:**

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

**Assumptions:**

- The CITY will provide the meeting venue.
- The CITY will assist ENGINEER in developing the attendee list.
- ENGINEER will prepare a draft agenda for CITY approval prior to the meeting.

**Deliverables:**

- Written agenda and minutes of pre-construction conference.
- Electronic copies of pre-construction meeting minutes to the attendees.
- Review and comment on contractor's base-line schedule.
- Establish ground rules of coordination & communications with contractor and designer concerning the processing and reviewing of submittals and RFI's.
- Maintain construction documents.
- Enforcement of DBE requirements (if applicable).
- Enforcement of Labor Compliance Requirements.
- Enforcement of Quality Assurance Program.
- Completion of the Federal Resident Bridge Engineer's Construction Contract Administration Checklist (if applicable).
- Discussion of environmental permits requirements.
- Discussion of utility company requirements.
- Preparation of invoices for WRCOG reimbursement.

#### 4.2- Communications and Correspondence

**Purpose:**

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

**Approach:**

ENGINEER will obtain all pertinent information as required to develop a project directory of all key personnel and stakeholders working on the project. ENGINEER will develop a graphic chart indicating the proper flow of correspondence. ENGINEER will log all information received from the Contractor and others, in Expedition. Lastly, ENGINEER will prepare and/or forward appropriate responses, obtaining CITY approval when required.



Assumptions:

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

Deliverables:

- Communication flow chart.
- Written logs of information received from the CITY, the Contractor, design consultants, biologist, testing firm, citizens and/or others.

#### 4.3- Project Changes and Construction Change Order Management

Purpose:

- To reviewing proposed changes to the project and determine if the change is necessary and/or beneficial to the project, and if such changes constitute a change order.
- To provide a system for logging and tracking all changes on the project.
- To provide the CITY with assurance that the Contractor is not presenting requests to be paid for additional work included in the original contract.
- To assure the CITY that the associated extra work costs and time extension requests are fair and reasonable to both the CITY and the Contractor.

Approach:

ENGINEER will review potential changes to the project for contractual and technical merit, prepare independent cost estimates and schedule analysis of work, discuss proposed changes with CITY, and negotiate change order costs with the Contractor. ENGINEER will prepare change orders with all required support documentation for execution by the CITY. ENGINEER will keep the CITY apprised of cumulative changes in project cost and project duration.

ENGINEER will negotiate change orders on behalf of the CITY and will use the following approach in assisting & coordinating the process with the CITY:

Requests for Changes by the CITY

- A. ENGINEER will forward a Request for Quote (RFQ) to the Contractor for pricing and stipulation of proposed time extension, if requested work can be shown to impact the project's critical path. The RFQ shall contain a description of the extra work (normally provided by the Designer) to fairly price the work.
- B. ENGINEER will prepare an independent cost estimate of the extra work.
- C. ENGINEER will review the cost quote from the Contractor for completeness, negotiate cost and time extension requests as required and obtaining CITY concurrence throughout the process. Obtain CITY authorization for proceeding with the change, based on definitive cost and time extension values.
- D. Should ENGINEER and the Contractor be unable to negotiate a reasonable price, the CITY

will be consulted prior to directing the work via alternative contract change options such as proceeding on a time and material basis or proceeding by force account.

Requests for Changes by Contractor

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

Assumptions:

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

Deliverables:

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

**4.4- Monthly Construction Progress Reports**

Purpose:

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

Approach:

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

- Status of contractor's schedule and what the contractor is doing to maintain or catch up if the schedule has slipped. While the focus will be on critical path items, other items that might become critical will be discussed in the report.
- Construction and construction manager's costs incurred for the month.

- Cash flow projections for both the contractor and Construction manager.
- Identify actual and potential problems associated with the construction project and consult with the Project Manager and design engineer.
- Evaluate Cost Reduction Incentive Proposals (CRIP) and provide recommendations to the Engineer for acceptance or denial.
- Potential Issues, pending change orders and executed change orders.
- Photographs to show construction activities and for clarity regarding special issues.
- Other information deemed necessary for the CITY to have a concise understanding of the construction Projects.

**Assumptions:**

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

**Deliverables:**

- Monthly progress report.
- One page summary report for distribution to Senior CITY staff or elected officials.

#### 4.5- Schedule Monitoring

**Purpose:**

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

**Approach:**

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

**Assumptions:**

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

**Deliverables:**

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

#### 4.6- Cost Monitoring

**Purpose:**

To provide the CITY with a system that is easy to understand and provides up-to-date cost

information for making timely decisions.

**Approach:**

Using a combination of software like Expedition and Excel, ENGINEER will generate spreadsheets and graphs for the purpose of monitoring anticipated and actual cost outlays.

**Assumptions:**

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

**Deliverables:**

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

#### 4.7- Progress / Coordination Meetings

**Purpose:**

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

**Approach:**

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

**Assumptions:**

- The CITY's and Contractor's staffs will be able to meet on a regular basis with minimal absences.
- The meeting room will be able to seat a minimum of 15 people.
- Meetings will not take place more than once a week and will not last longer than one hour.
- The Contractor will submit a look-ahead schedule (2 or 3 week) at each meeting.

**Deliverables:**

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

#### 4.8- Payment Recommendations



**Purpose:**

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

**Approach:**

ENGINEER will review and approve the Contractor's monthly progress based on the percentage of work activities complete. The Contractor will submit a certified application for payment to ENGINEER for final review. Once approved, CITY will prepare a payment application certificate, using software similar to Excel, for approval and execution by the CITY.

**Assumptions:**

- The CITY will make payments in accordance with the contract stipulations and State Law to the Contractor once each month.
- The ENGINEER will use software that is acceptable to the CITY for use preparing progress payment application certificates.

**Deliverables:**

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

**4.9- Safety**

**Purpose:**

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

**Approach:**

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

**Assumptions:**

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

**Deliverables:**

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

**4.10- Environmental Coordination & Biological Monitoring**

**Purpose:**

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

**Approach:**

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

**Assumptions:**

- All permits will be provided to ENGINEER for review.
- All permits will be included in the contract documents.
- A certified Biologist will be provided by ENGINEER's sub-consultant.
- The USFWS must approve the Biological Monitor. Biological Monitor will be responsible for oversight of Programmatic Biological Opinion for any listed or protected species within or adjacent to the PROJECT site.
- A certified Archeologist will be provided by the ENGINEER's subconsultant.

**Deliverables:**

- The ENGINEER's sub-consultant Biological Monitor will ensure environmental compliance and monitoring as described in Appendix E – Mitigation, Monitoring, and Reporting Program of the approved Initial Study with Mitigated Negative Declaration (ISMND), permit agency requirements (CDFW, WQRCB, ACOE).
- The ENGINEER's sub-consultant Archeological Monitor will ensure archaeological compliance and monitoring as described in Appendix E – Mitigation, Monitoring, and Reporting Program of the approved Initial Study with Mitigated Negative Declaration (ISMND), and coordination with the appropriate tribe(s).

**4.11- Neighborhood Communication /Public Information**

**Purpose:**

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

**Approach:**

ENGINEER will prepare letters and door hangers to communicate with adjacent residents and businesses. Attending and facilitating public meetings, responding to citizens and business owner's inquiries. Working with the CITY public information office.

**Assumptions:**

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

**Deliverables:**

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

#### 4.12- Traffic Control and Signal Timing

**Purpose:**

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

**Approach:**

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

**Assumptions:**

- Any CITY desired changes to the traffic handling will be communicated to ENGINEER in a timely manner.
- Any Contractor desired changes to the traffic handling plans will be handled per Section 4.3 of this scope and require CITY concurrence prior to implementation.

**Deliverables:**

- Monitor, review and provide recommendations for modifications to traffic handling during construction.
- Prepare signal timing charts for traffic signals within and adjacent to project site as necessary

to promote improved traffic flow for the various phases of construction and maintain coordinated timing to the extent possible (i.e., time-based coordination/GPS or wireless communication).

- Work with the City to implement those signal timing charts.
- Provide a recommended signal timing chart for implementation at project completion based on the ultimate configuration.

#### 4.13- Submittal Management and Review

**Purpose:**

To provide an efficient means of processing and reviewing submittals, including working drawings, shop drawings, product data, sample and other items furnished from the Contractor and forwarding applicable submittals to the Project Designer as may be appropriate.

**Approach:**

Using software similar to Expedition, ENGINEER will develop a comprehensive submittal list for distribution to the Contractor and the Designer. ENGINEER will update and submit status submittal logs for review at each coordination meeting. ENGINEER will work with the Contractor and Designer (where applicable) to encourage timely submission, review and approval of submittals as outlined in the Contract Documents, prior to inclusion of submitted materials in the progress of the work. In addition, ENGINEER will perform the engineering reviews and approvals for working drawings and calculations provided by the Contractor in accordance with Sections 5-1.23 of the State Standard Specifications and within the review timeframes as specified in the applicable sections of the contract documents and specifications. The following steps will be taken in reviewing the Contractor's submittals:

- A. Log all submittals by Specification Section.
- B. Ensure that the Contractor has provided a complete submittal, coordinated with the work of other trades, and that all deviations have been noted. Submittal is returned to the contractor if it is not complete.
- C. Construction Manager reviews submittal for general compliance with the specification.
- D. Applicable Submittals are forwarded to Designer for formal review. Submittal status is logged.
- E. Submittals sent to Designer are returned to ENGINEER. Submittal status is logged.
- F. ENGINEER to perform engineering review of submittals consisting of working drawings and calculations furnished in accordance with Sections 5-1.23 of the State Standard Specifications. Such submittals shall be reviewed and approved by ENGINEER's Resident Engineer in accordance the above sections, other applicable sections of the State Standard Specifications and the Caltrans Inspection Manuals for the associated work (i.e. Falsework, Prestressing, Trenching and Shoring, etc.).
- G. Approved submittals are returned to the Contractor for use in work. Submittal status is logged.
- H. ENGINEER to inform Contractor if a re-submittal is required.

**Assumptions:**



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

**Deliverables:**

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

**4.14- Request for Information (RFI) Management and Review**

**Purpose:**

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

**Approach:**

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

**Assumptions:**

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

**Deliverables:**

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

#### 4.15- Document Management

**Purpose:**

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

**Approach:**

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

**Assumptions:**

- ENGINEER will use software similar to Primavera Expedition.
- The CITY may not use the chosen software.

**Deliverables:**

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

#### 4.16- Review Certified Payrolls

**Purpose:**

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

**Approach:**

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

**Assumptions:**

- ENGINEER will conduct employee interviews, for the purpose of verifying payment of prevailing wages. ENGINEER will perform a minimum of one interview per trade, per contractor per month.
- ENGINEER will not be held responsible for enforcement of the Labor Code.
- ENGINEER will maintain a weekly list of subcontractors working on the project.
- ENGINEER will not be responsible for identifying every worker on site.

**Deliverables:**

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

**4.17- Storm Water Pollution Prevention Plan (SWPPP)**

**Purpose:**

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

**Approach:**

ENGINEER will observe the contractor's work area for general compliance with the SWPPP Best Management Practices (BMP) and notify the contractor if the pollution prevention controls are not in accordance with the SWPPP. Failure to revise and correct conditions will be cause to have the CITY take corrective action. Immediate shutdown of the contractor's work may be required if conditions are in non-compliance with the SWPPP or other permit conditions.

**Assumptions:**

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

**Deliverables:**

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

**5 - CONSTRUCTION INSPECTION SERVICES**

**5.1- Inspection and Documentation**

**Purpose:**

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

**Approach:**

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

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

**Assumptions:**

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

**Deliverables:**

- The Inspectors will ensure compliance with all aspects of this construction contract by continuously monitoring, evaluating, approving, or rejecting the contractor's work in accordance with the approved construction contract and Caltrans requirements.
- ENGINEER Inspector's daily and/or special inspection reports maintained in the ENGINEER project files and turned over to the CITY at the completion of the project. Copies of these daily reports will be submitted on a weekly basis or upon request.
- Take and maintain digital photographs and videos as necessary to provide documentation of construction activities. All photos will be logged, dated and kept at the field office in a bound folder (hard copies and CD copy).
- Verify field measurements for compliance with contract plans and specifications and provide quantity calculations for progress payments.
- Continue to update an As-Built set of plans and review contractor's marked set.
- Conduct weekly project meetings, prepare, and distribute to all designated parties.
- Review the updated construction schedule and maintain record.
- Review laboratory, shop and mill test reports of materials and equipment, and coordinate with design engineers as required, to ensure compliance with contract and Caltrans requirements to guard against defects and deficiencies in the project work.
- As appropriate, require special inspection or testing, or make recommendations to the CITY regarding special inspections or testing of work not in accordance with the provisions of the contract documents whether or not such work is fabricated, installed or completed. Subject to review by CITY, Inspector may reject work which does not conform to the provisions of the contract and approving agencies.
- Establish and process job control documents including:



- Daily inspection diaries
- Weekly Resident Engineers News Letter
- Monthly construction progress payment
- Request for information
- Survey requests
- Materials receipts
- Weigh master certificates
- Materials submittals
- Weekly statements of working days
- Construction change orders
- Review of certified payrolls

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

### Purpose:

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

### Approach:

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

### Assumptions:

- It is assumed that the CITY will not provide the Materials Testing services on this contract under the direction of the CM.
- ENGINEER shall provide material testers and laboratory technicians who are experienced and qualified for the inspection required.
- ENGINEER will ensure the implementation of the Quality Assurance Program for source inspections, materials acceptance, and special inspections as required by the contract.
- All material testing, materials acceptance and special inspections will be within the project limits or as required by the contract.
- Contractor must formally request testing in writing. If no formal request is made (at what time), the CM will ensure the contractor will stop the effected work until testing is complete and materials are deemed acceptable.

### Deliverables:

- Laboratory test reports maintained in the ENGINEER project files and turned over to the CITY at the completion of the project.
- Summary sheet of all test reports submitted by others to substantiate compliance with contract documents.
- Summary sheets of all Certificates of Compliance or source release tags furnished by the Contractor along with the applicable delivered materials at the job site.

- Testing summary sheets.
- Coordinate source inspections and special inspections as required by the contract document and the Quality Assurance Program.

### 5.3-Surveying

**Purpose:**

To provide construction survey services for Quality Assurance of the construction of the project and other appurtenances as may be required for completion of the project.

**Approach:**

ENGINEER will perform and be responsible for the accuracy of surveying adequate for construction. Engineer shall provide survey services necessary for Quality Assurance. Construction staking, control, line and grade will be the responsibility of the contractor. Resident Engineer will review contractor's survey staking request for completeness and adherence to the boiler plate of approved survey activities (including interval spacing) and schedule survey staking in a timely manner.

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

- Responsible Charge for the work shall reside with a Registered Civil Engineer possessing a license issues prior to January 1, 1982, or a licensed Land Surveyor, issued by the State of California.
- ENGINEER will ensure that all survey-staking requests are submitted and reviewed in a timely manner.
- Replacing and establishing survey monuments and benchmarks must be done only under the direction of the ENGINEER by a Licensed Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the State of California.
- ENGINEER survey sub-consultant shall provide all labor, tools, equipment and other miscellaneous items necessary to perform their work, and providing one set of construction stakes as required by the construction contract.
- Where conflicts between Caltrans guidance and City guidance occurs, City guidance will be followed.

**Assumptions:**

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

**Deliverables:**

- Maintain log of construction staking requests.
- Maintain a construction-staking plan set provided by contractor in the field office for review, reference, and document any as-built changes.

- Maintain files of all field notes for review and reference.

#### 5.4-Review and maintain "As Constructed Schedule"

**Purpose:**

To track contractor's progress during construction of the project.

**Approach:**

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

**Assumptions:**

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

**Deliverables:**

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

#### 5.5-Maintain Photographic and Video Records of Construction Progress

**Purpose:**

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

**Approach:**

Using 35mm and/or digital photography, and construction video recording cameras, ENGINEER will record the Contractor's progress during construction on a daily basis or otherwise as approved by the CITY. Care will be taken to record all items and/or conditions that have or may have a bearing on claimed extra work. Still photographs will be labeled with captions indicating subject matter, date taken, and any description required to further clarify the item/issue being photographed.

**Assumptions:**

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

**Deliverables:**

- A detailed photographic history of all phases of the project will be maintained in an album and the photographs will be indexed for ease of retrieval. Each photograph will be labeled as to location, direction of view, date, time, and description of work. Photos will include, but

not be limited to, the following:

- Showing existing conditions prior to construction
  - When opening or changing a detour
  - Barricade placement
  - Disputed work item
  - Work that has to be duplicated, replaced or removed
  - Completed work
  - Extra work
- 
- Construction video cameras, with pan, zoom, tilt capabilities are to be installed prior to construction start and maintained throughout the project. One camera in each quadrant of the interchange shall be placed to capture the widest range of activity and clearest views of the project to the extent possible. Cameras may be required to be relocated as project phase's change. ENGINEER is responsible for an appropriate power source for the cameras. Solar power may be considered.

#### 5.6-Review and Maintain "As Built" Drawings

**Purpose:**

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

**Approach:**

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

**Assumptions:**

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

**Deliverables:**

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

#### 5.7-Final Inspection and Punch-list



**Purpose:**

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

**Approach:**

ENGINEER will perform a project inspection of the completed construction following substantial completion. During the inspection, the ENGINEER will develop a list of contract work requiring correction or rework. The written list of deficient work (punch-list) will be delivered to the CITY and CONTRACTOR within three (3) working days of the final inspection. The final punch-list will include items to be corrected that were identified previously during the course of construction.

**Assumptions:**

- The CITY will identify any key CITY or other permitting agency personnel to be included in the final inspection.
- ENGINEER will contact and schedule all required final inspection personnel 48 hour prior to the final inspection.
- ENGINEER will prepare the final punch-list.

**Deliverables:**

Final punch-list

#### 5.8-Final Acceptance – Punch List Assistance

**Purpose:**

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

**Approach:**

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

**Assumptions:**

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

**Deliverables:**

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

## 6 - CONSTRUCTION CLOSEOUT ACTIVITIES

### 6.1-Contract Closeout

**Purpose:**

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

**Approach:**

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

**Assumptions:**

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

**Deliverables:**

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

### 6.2-Project As-Built Drawings

**Purpose:**

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

**Approach:**

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

**Assumptions:**

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

**Deliverables:**

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

### 6.3-Final Project Report

**Purpose:**

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

**Approach:**

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

- Names of all organizations involved with the Projects, i.e., CITY managers, construction manager, contractor and any other parties that may have a significant part in the construction of the projects.
- Chronological history of the construction effort, to include all significant dates.
- Contract amounts at bid time with all other bids in tabular form.
- Change order history, to include summary statement about each change, negotiated cost of each change and other information deemed necessary by ENGINEER and the CITY's Project Manager.
- Summary of Requests for Information, in tabular or matrix form.
- Summary of outstanding claims not resolved when the notice of completion is filed.
- Summary of final contract amount.
- Final DBE Report (if required).
- Project photographs.
- "Lessons learned"

**Assumptions:**

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

**Deliverables:**

One hard copy and one electronic file will be provided.

**6.4-Final Payment, Final Report of Expenditure Checklist**

**Purpose:**

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

**Approach:**

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

**Assumptions:**

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

**Deliverables:**

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

**6.5-Audit Support**

**Purpose:**

To assist CITY during any future audits of the project.

**Assumptions:**

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

**Deliverables:**

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

**7 - FIELD OFFICE AND EMPLOYEE EQUIPMENT**

The Construction Contractor will 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 construction progress meetings, coordination meetings with local agencies, utility companies, local businesses, residents and other stake holders. Supplies to be provided by the contractor include furniture, phones, computers, fax machine, Internet services, copying/reproduction machine, file cabinets, and site safety equipment required for field staff to perform their work.



## Appendix E

Bradley Road Bridge Over Salt Creek, CIP 13-04											
Anser Advisory Proposed Budget Template for Construction Management & Inspection Services											
Construction Manager			Pre-Construction			Construction - Assumes 12 Months			Post-Construction		
Anser Advisory Management			Hours	Billing Rate	Total Cost	Hours	Billing Rate	Total Cost	Hours	Billing Rate	Total Cost
Project Manager	Tyson Atwood, PE		24	\$ 260.00	\$ 6,240.00	48	\$ 260.00	\$ 12,480.00	8	\$ 260.00	\$ 1,580.00
Resident Engineer	Lucas Rathe, PE		180	\$ 260.00	\$ 46,800.00	900	\$ 260.00	\$ 234,000.00	80	\$ 260.00	\$ 20,800.00
Roadway Inspector (PVM)	Michael Chevalier		-	\$ 189.00	\$ -	1,820	\$ 189.00	\$ 362,880.00	-	\$ 189.00	\$ -
Roadway Inspector (PVM)	Wendi Carducci, EIT		-	\$ 189.00	\$ -	280	\$ 189.00	\$ 52,920.00	-	\$ 189.00	\$ -
ARE/Office Engineer	Wendi Carducci, EIT		130	\$ 150.00	\$ 19,500.00	1,640	\$ 150.00	\$ 246,000.00	240	\$ 150.00	\$ 36,000.00
Labor Compliance	Jackie Melton		20	\$ 96.00	\$ 1,920.00	96	\$ 96.00	\$ 9,216.00	30	\$ 96.00	\$ 2,880.00
Electrical Inspector (PVM)	Leo Alvarez		-	\$ 189.00	\$ -	412	\$ 189.00	\$ 77,868.00	-	\$ 189.00	\$ -
ODC	Vehicles/Software				\$ -			\$ 57,672.50			\$ -
SUBTOTAL			354		\$ 74,460.00	5,296		\$ 1,053,036.50	356		\$ 61,240.00
Subconsultants			Hours	Billing Rate	Total Cost	Hours	Billing Rate	Total Cost	Hours	Billing Rate	Total Cost
Connect & Company			Hours	Billing Rate	Total Cost	Hours	Billing Rate	Total Cost	Hours	Billing Rate	Total Cost
Outreach Manager	Andrea Suarez		45	\$ 170.00	\$ 7,650.00	102	\$ 170.00	\$ 17,340.00	-	\$ 170.00	\$ -
Sr. Outreach Specialist	Jessica Sanchez		70	\$ 90.00	\$ 6,300.00	195	\$ 90.00	\$ 17,550.00	-	\$ 90.00	\$ -
Graphic Designer	Christine Feldman		14	\$ 110.00	\$ 1,540.00	60	\$ 110.00	\$ 6,600.00	-	\$ 110.00	\$ -
Outreach Coordinator	Jenessa Sanchez		45	\$ 51.00	\$ 2,295.00	110	\$ 51.00	\$ 5,610.00	-	\$ 51.00	\$ -
ODC	Website/Hotline/Mileage				\$ -			\$ 23,000.00			\$ -
SUBTOTAL			174		\$ 17,795.00	467		\$ 70,100.00	-		\$ -
Guida Survey			Hours	Billing Rate	Total Cost	Hours	Billing Rate	Total Cost	Hours	Billing Rate	Total Cost
Senior Project Surveyor	Mark Petrie, PLS		4	\$ 290.00	\$ 1,160.00	24	\$ 290.00	\$ 6,960.00	-	\$ 290.00	\$ -
Survey Analyst	Survey Analyst		9	\$ 165.00	\$ 1,320.00	24	\$ 165.00	\$ 3,960.00	-	\$ 165.00	\$ -
2-Person Survey Crew	2-Person Survey Crew		16	\$ 400.00	\$ 6,400.00	96	\$ 400.00	\$ 38,400.00	-	\$ 400.00	\$ -
ODC	Mileage				\$ -			\$ 750.00			\$ -
SUBTOTAL			29		\$ 8,880.00	144		\$ 50,070.00	-		\$ -
ICF			Hours	Billing Rate	Total Cost	Hours	Billing Rate	Total Cost	Hours	Billing Rate	Total Cost
Project Manager/Project Biologist	Brad Haley		10	\$ 180.00	\$ 1,800.00	94	\$ 180.00	\$ 16,920.00	4	\$ 180.00	\$ 720.00
Project Biologist	James Hickman		8	\$ 165.00	\$ 1,320.00	200	\$ 165.00	\$ 33,000.00	8	\$ 165.00	\$ 1,320.00
Project Biologist	Vincent Baker		4	\$ 125.00	\$ 500.00	200	\$ 125.00	\$ 25,000.00	-	\$ 125.00	\$ -
Lead Project Archaeologist	Benjamin Vargas		20	\$ 210.00	\$ 4,200.00	10	\$ 210.00	\$ 2,100.00	-	\$ 210.00	\$ -
Project Archaeologist GAGC	Karen Crawford		1	\$ 260.00	\$ 260.00	1	\$ 260.00	\$ 260.00	-	\$ 260.00	\$ -
ODC	N/A				\$ -			\$ -			\$ -
SUBTOTAL			43		\$ 8,080.00	505		\$ 77,280.00	12		\$ 2,040.00
TY Lin International			Hours	Billing Rate	Total Cost	Hours	Billing Rate	Total Cost	Hours	Billing Rate	Total Cost
Structures Representative	Brian Rochelle, PE		100	\$ 220.16	\$ 22,016.00	1060	\$ 220.16	\$ 237,772.80	40	\$ 220.16	\$ 8,806.40
Structures Inspector	Alejandro Ammendariz		-	\$ 182.73	\$ -	1760	\$ 182.73	\$ 321,604.80	0	\$ 182.73	\$ -
Structures Inspector	Curtis Musashi		-	\$ 176.70	\$ -	0	\$ 176.70	\$ -	0	\$ 176.70	\$ -
ODC	Vehicles/Profilograph				\$ -			\$ 34,050.00			\$ -
SUBTOTAL			100		\$ 22,016.00	2,840		\$ 593,427.60	40		\$ 8,806.40
Leighton			Hours	Billing Rate	Total Cost	Hours	Billing Rate	Total Cost	Hours	Billing Rate	Total Cost
Project Manager	Simon Said, PE, GE		-	\$ 341.12	\$ -	16	\$ 341.12	\$ 5,457.92	-	\$ 341.12	\$ -
Materials Engineer	Roderick Marcia, PE		-	\$ 287.04	\$ -	14	\$ 287.04	\$ 4,018.56	-	\$ 287.04	\$ -
Sr. Staff Geologist	Jeffery DeLand		-	\$ 183.04	\$ -	12	\$ 183.04	\$ 2,196.48	-	\$ 183.04	\$ -
Sr. Staff Engineer	Jaosn Choi, EIT		-	\$ 183.04	\$ -	22	\$ 183.04	\$ 4,026.88	-	\$ 183.04	\$ -
Staff Engineer	Daniel Molina		-	\$ 168.48	\$ -	12	\$ 168.48	\$ 2,021.76	-	\$ 168.48	\$ -
Field Supervisor	Avi Schwartz, PG		-	\$ 163.28	\$ -	18	\$ 163.28	\$ 2,939.04	-	\$ 163.28	\$ -
Dispatcher	Jamies Munroe		-	\$ 99.44	\$ -	18	\$ 99.44	\$ 1,609.92	-	\$ 99.44	\$ -
Sr. Admin Support	Debbie Meggers		-	\$ 99.84	\$ -	12	\$ 99.84	\$ 1,198.08	-	\$ 99.84	\$ -
Admin Support - Finance	Vika Malu		-	\$ 128.96	\$ -	12	\$ 128.96	\$ 1,547.52	-	\$ 128.96	\$ -
Soils/Asphalt/concrete testers	Multiple		-	\$ 170.00	\$ -	344	\$ 170.00	\$ 58,480.00	-	\$ 170.00	\$ -
Inspectors	Multiple		-	\$ 175.00	\$ -	-	\$ 175.00	\$ -	-	\$ 175.00	\$ -
ODC	Lab Testing Fees/Gamma Gamma				\$ -			\$ 57,500.00			\$ -
SUBTOTAL			-		\$ -	480		\$ 140,996.16	-		\$ -
ZTC Consulting			Hours	Billing Rate	Total Cost	Hours	Billing Rate	Total Cost	Hours	Billing Rate	Total Cost
Senior Quality Engineer	Farzad Tasbihgoo		-	\$ 206.30	\$ -	20	\$ 206.30	\$ 4,126.00	-	\$ 206.30	\$ -
Quality Engineer	Derick Hobbs		-	\$ 128.36	\$ -	80	\$ 128.36	\$ 10,268.80	-	\$ 128.36	\$ -
QA Inspector	Andrew Soria		-	\$ 136.39	\$ -	264	\$ 136.39	\$ 36,006.96	-	\$ 136.39	\$ -
ODC	Brief Description of ODC				\$ -			\$ 15,000.00			\$ -
SUBTOTAL			-		\$ -	364		\$ 65,401.76	-		\$ -
TOTAL PROJECT COST			Hours	Billing Rate	Total Cost	Hours	Billing Rate	Total Cost	Hours	Billing Rate	Total Cost
			699		\$ 131,221.00	10,096		\$ 2,050,312.02	408		\$ 72,066.40
1) Cost Proposal is based on Average 160hrs/month for the entire project duration of a 24 Month construction contract with consultant NTP on 10/2023 Construction Phase estimate is based on a 12 Month Duration from May 6, 2024 (WD #768) Start Date and completion date of April 24, 2025 (WD #12). 240 Working Day - Holidays include New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving (2 days), Christmas (2 days) 2) Costs for job-site construction management office, office equipment, and office furniture are included in this estimate (refer to Item 7 of the Scope of Work). Other Direct Costs are estimates, based on project duration. Invoicing will be based on submitted hourly rates with Overhead and Fee multipliers included. 3) Overtime, weather, holidays and potential time extensions or delays may result in additional construction management services. Surveying costs are an estimated. 4) Prevailing Wage - Wages for inspection subject to Calif. Labor Code Section 1712. Overtime will be paid in accordance with applicable labor laws.											

Bradley Road Bridge Over Salt Creek, CIP 13-04  
PRIME CONSULTANT - ANSER ADVISORY

Please Note: Consultant completes all applicable items and deletes what is not applicable

1. "N/C" denotes No Charge  
 2. Pre-approved travel and Per Diem will be reimbursed in accordance with the current Caltrans Travel Guide for consultants, and detailed in executed Task Order Cost Estimates. No charge will be invoiced for employee relocation costs.  
 3. Actual costs are based on prices from appropriate vendors and should be competitive in their respective industries. The costs will be supported with appropriate documents detailed in executed Task Order Cost Estimates. Proposed vendors shall be presented in the Task Order Cost Estimate for each project. Pre-approval by the Caltrans Contract Manager will be required and shall be submitted along with the actual invoice.  
 4. Parking, tolls and local transportation cost resulting from commuting to and from the employee's residence to the job site as assigned in the Task Order are not reimbursable.  
 5. Other Direct Cost (ODC) items claimed shall be in compliance with 48 Code of Federal Regulation, Chapter 1, part 31 (Federal Acquisition Regulation – FAR cost principles) and shall be consistent with the firm's company-wide allocation policies and charging practices with all clients including federal government, state governments, local agencies and private clients.  
 6. Proposed items shall be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.  
 7. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.  
 8. For those items listed here as "tools of the trade" that is part of indirect cost and not applicable as a direct cost, note as Not Applicable (NA).