



REPORT TO CITY COUNCIL

DATE: FEBRUARY 28, 2018

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: GREG RAMIREZ, CITY MANAGER 

BY: RAMIRO ADEVA, DIRECTOR OF PUBLIC WORKS 

SUBJECT: REQUEST TO APPROVE A CONSULTANT SERVICES AGREEMENT WITH MNS ENGINEERS, INC., FOR CONSTRUCTION MANAGEMENT SERVICES RELATED TO THE U.S. 101/PALO COMADO CANYON ROAD (AT CHESEBRO) INTERCHANGE PROJECT

On November 8, 2017, the City Council authorized staff to solicit proposals for construction management services related to the U.S.101/Palo Comado Canyon Road (at Chesebro) Interchange Project.

The scope of work for the services includes:

- Provide contract administration
- Provide public outreach
- Ensure compliance with all Caltrans/Federal requirements
- Ensure various permit compliance
- Coordination with utility companies
- Coordinate execution of contract and provide schedule monitoring
- Ensure proper progress payments by contractor
- Provide change order management
- Provide construction observation, inspection, and material/soil testing
- Review contractor traffic plans and handling
- Conduct weekly progress meetings
- Provide final punch list, as-built drawings, and ensure project closeout
- Provide claims assistance, if necessary.

On January 18, 2018, the City received proposals from three (3) prospective firms: Filippin Engineering, Inc., MNS Engineers, Inc. (MNS), and TRC. A selection committee was formed, comprised of City staff and the City of Malibu's Director of Public Works. After the selection committee reviewed and evaluated the proposals, staff determined that all three firms would be invited back for oral interviews.

The selection committee conducted oral interviews on February 13, 2018, and MNS was unanimously selected as the most experienced and qualified to complete this work. MNS has an exceptional construction management reputation with interchange projects, which includes the Lindero Canyon Road Bridge Improvements in the City of Westlake Village. While not part of the criteria used to score the firms, MNS's cost proposal was \$2,309,514, which will be covered entirely by Measure R and/or Measure M Funds that were allocated

to the City for this project. If approved, MNS is prepared to begin immediately with a constructability review of the plans and specifications, as well as, starting public outreach to residents and businesses regarding the impending construction.

The proposed agreement has been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

Staff respectfully recommends the City Council:

1. Approve the consultant services agreement with MNS Engineers, Inc., for construction management services related to the U.S.101/Palo Comado Canyon Road (at Chesebro) Interchange Project; and,
2. Authorize the Mayor to sign the agreement on behalf of the City Council.

Attachment: Consultant Services Agreement

**AGREEMENT FOR CONSULTANT SERVICES
WITH THE CITY OF AGOURA HILLS**

NAME OF CONSULTANT:	MNS Engineers, Inc.
RESPONSIBLE PRINCIPAL OF CONSULTANT:	Attn: Greg Chelini, P.E.
CONSULTANT'S ADDRESS:	4580 E. Thousand Oaks Blvd. Suite 101 Westlake Village, CA 91362
CITY'S ADDRESS:	City of Agoura Hills 30001 Ladyface Court Agoura Hills, CA 91301 Attn: City Manager
PREPARED BY:	Kelly Fisher
COMMENCEMENT DATE:	March 1, 2018
TERMINATION DATE:	July 31, 2020
CONSIDERATION:	Contract Price Not to Exceed: \$2,309,514.00

**AGREEMENT FOR CONSULTANT SERVICES BETWEEN
THE CITY OF AGOURA HILLS AND MNS ENGINEERS,
INC.**

THIS AGREEMENT is made and effective as of March 1, 2018, between the City of Agoura Hills, a municipal corporation ("City") and MNS Engineers, Inc. ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on March 1, 2018, and shall remain and continue in effect until tasks described herein are completed, but in no event later than July 31, 2020, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

3. PERFORMANCE

In meeting its obligations under this Agreement, Consultant shall at all times faithfully and competently perform all tasks described herein in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

4. PREVAILING WAGES

A. Prevailing wages are required on all CITY agreements involving construction, design, and preconstruction phases of construction (including, but not limited to, inspection and land surveying work), and maintenance (except for janitorial or security guards) for work on CITY property.

B. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute by this Consultant from the Director of the Department of Industrial Relations. Copies may be obtained from the California Department of Industrial Relations Internet website at <http://www.dir.ca.gov>. Consultant shall provide a copy of prevailing wage rates to any staff or sub-consultant hired, and shall pay the adopted prevailing wage rates as a minimum. Consultant shall comply with the provisions of Sections 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Consultant shall forfeit to the City, as a penalty, the sum of \$50.00 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates

for any work done under this contract, by him or by any sub-consultant under him, in violation of the provisions of the Agreement..

5. PAYMENT

A. The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B other than the payment rates and schedule of payment are null and void. This amount shall not exceed Two Million Three Hundred Nine Thousand Five Hundred Fourteen Dollars and Zero Cents (\$2,309,514) ("Contract Price") for the initial Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

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

7. DEFAULT OF CONSULTANT

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

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

8. OWNERSHIP OF DOCUMENTS

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

B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used or reused. In such circumstances, the CITY shall be solely liable and the CONSULTANT shall be removed completely of any and all liabilities associated if reused for anything other than the Palo Comado Interchange Project. The City may dispose of all documents without the permission of the Consultant. With respect to computer files containing data generated for the work, Consultant shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

9. INDEMNIFICATION

To the fullest extent permitted by law, Consultant agrees to indemnify, and hold the City, its officials, officers, employees, agents and independent Consultants serving in the role of City officials, and volunteers (collectively "Indemnitees") free and harmless from any and all claims, demands, causes of action, proceedings, costs, expenses, liabilities, losses, damages or injuries, in law or equity, to property or persons, including wrongful death (collectively "Claims"), in any manner arising out of or incident to any acts or omissions of Consultant, its officials, officers, employees, agents or sub-consultants in connection with the performance of this Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses, except for such Claims arising out of the sole negligence or willful misconduct of the Indemnitees. With respect to any and all such Claims, Consultant shall defend Indemnitees at Consultant's own cost, expense, and risk and shall pay and satisfy any judgment, award, or decree that may be rendered against Indemnitees. Consultant shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant or Indemnitees. All duties of Consultant under this Section shall survive termination of this Agreement.

10. INSURANCE REQUIREMENTS

Prior to commencement of work, Consultant shall procure, provide, and maintain, at Consultant's own expense, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

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

1) Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88, or equivalent.

2) Insurance Services Office Business Auto Coverage form CA 00 01 06 92, or equivalent, covering Automobile Liability, code 1 (any auto). If the Consultant owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.

3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the Consultant has no employees while performing under this Agreement, worker's compensation insurance is not required, but Consultant shall execute a declaration that it has no employees.

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

1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage, including without limitation, limited contractual liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage for all activities of the Consultant arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rental vehicles.

3) Worker's Compensation as required by the State of California; Employer's Liability: One million dollars (\$1,000,000) per accident for bodily injury or disease.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City Manager. At the option of the City Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Vendor maintains higher limits than the minimums shown above, the Agency requires and shall be entitled to coverage for the higher limits maintained by the Vendor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Agency.

E. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1) The City, its officers, officials, employees and volunteers are to be covered and named as additional insureds in respect to: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

2) For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the City, its officers, officials,

employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

4) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the City. Consultant agrees to oblige its insurance agent or broker and insurers to provide City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

F. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City. Self insurance shall not be considered to comply with these insurance requirements.

G. Verification of Coverage. **Consultant shall furnish the City with original endorsements, specifically naming the City of Agoura Hills, its officers, officials, employees and volunteers as additional insured, effecting coverage required by this clause.** The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms acceptable to the City. Insurance certificates and endorsements must be received and approved by City's Risk Manager prior to commencement of performance. Current insurance certificates and endorsements shall be kept on file with the City at all times during the term of this agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

H. Mailing Instructions. Insurance documents shall be mailed with the signed Agreement to the attention of the staff person indicated on the cover sheet of this Agreement, to the City of Agoura Hills, 30001 Ladyface Court, Agoura Hills, CA 91301. Executed Agreement(s) cannot be released nor may any work commence on a project until the signed Agreement and appropriate insurance documents are on file with the City Clerk.

11. INDEPENDENT CONSULTANT

A. Consultant is and shall at all times remain as to the City a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents except as set forth in this Agreement. Consultant shall not at any time or in any

manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

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

12. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

13. RELEASE OF INFORMATION

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

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

14. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by: (i) personal service, (ii)

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

To City: City of Agoura Hills
30001 Ladyface Court
Agoura Hills, California 91301
Attention: City Manager

To Consultant: MNS Engineers, Inc.
4580 E. Thousand Oaks Blvd. Ste. 101
Westlake Village, CA 91362
Attention: Greg Chelini, P.E.

15. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Consultant.

16. LICENSES

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

17. GOVERNING LAW

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

18. PROHIBITED INTEREST

No officer, or employee of the City of Agoura Hills shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Consultant, or Consultant's sub-consultants for this project, during his/her tenure or for one year

thereafter. The Consultant hereby warrants and represents to the City that no officer or employee of the City of Agoura Hills has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the Consultant or Consultant's sub-consultants on this project. Consultant further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

19. ENTIRE AGREEMENT

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

20. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

CITY OF AGOURA HILLS

William D. Koehler
Mayor

ATTEST:

Kimberly M. Rodrigues, MMC
City Clerk
Date Approved by City Council: _____

APPROVED AS TO FORM:

Candice K. Lee,
City Attorney

CONSULTANT

MNS Engineers, Inc.
4580 E. Thousand Oaks Blvd., Suite 101
Westlake Village, CA 91362
Greg Chelini, P.E.
805-648-4840
805-692-6931 (fax)

By: _____
Name:
Title:

By: _____
Name:
Title:

[Signatures of Two Corporate Officers Required]

EXHIBIT A
TASKS TO BE PERFORMED

EXHIBIT A

TASKS TO BE PERFORMED

A.1 Pre-Construction Phase Services

Task A.1.1 Constructability Review – At the time of execution of the professional services agreement (Agreement) for this RFP, it is expected that 100% plans will be available for review. The review shall consist of the following:

- a. A completeness and accuracy check to discover possible conflicts, discrepancies, and errors or omissions in the plans and specifications.
- b. A review to validate the reasonableness of the specified schedule, that the contract documents are coherent and effective, and that site conditions, work areas, permit and utility requirements, and other contractor constraints are clearly addressed.
- c. Identification of areas where time and cost can be minimized.
- d. A check to determine that no extraneous requirements are included.
- e. Verification that the contract documents contain sufficient provisions to effectively manage the contract.

Any discrepancies found in the constructability review will be brought to the attention of City and the Design Engineer.

Task A.1.2 Kick-Off Meeting – Consultant will arrange and participate in a kick-off meeting to establish a Project Management Team consisting of involved Consultant staff, City staff, and Design Consultant personnel. The purpose of this meeting is to review the construction contract documents, clarify issues, establish working relationships, and review and verify mutual understanding of contract administration issues.

Task A.1.3 Review Contract Documents – Consultant will review the construction contract documents to verify that obligations placed upon the contractor are consistent with the needs and expectations of City and that these obligations are sufficient to allow Consultant to work effectively with the contractor in the best interest of City.

Task A.1.4 Contract Administration – Consultant will establish record keeping, documentation, and contract administration systems which will generally follow Caltrans and Federal Highway Administration procedures. Upon approval by City, the systems will be implemented on the Project. The procedures will reference the applicable sections of the Project Special Provisions (SP); the Standard Specifications for Public Works Construction (SSPWC), Latest Edition; the Standard Specification (SSS) issued by the State of California Department of Transportation, Latest Edition, as indicated in the contract documents; Construction Records and Procedures; Survey Manuals; and other City, County, and Caltrans manuals as they may apply.

Task A.1.5 Submittal Processing – Consultant will establish, with the assistance of the Design Engineer, a list of the submittals that will be required of the contractor with due dates to support expected schedule activities.

Task A.1.6 NPDES Permit – Consultant will verify that City and/or contractor have obtained the required permits by the Regional Water Quality Control Board, and monitor compliance throughout the Project with the provisions of the NPDES plan.

Task A.1.7 Bid Management – Consultant will assist City in receiving and evaluating submitted bids. Consultant assigned Resident Engineer (RE) will assist with the determination of the apparent low bidder for the bid package.

Task A.1.8 Pre-Construction Conference – Consultant will conduct a pre-construction conference with all involved agencies, utilities, and the contractor as they prepare to mobilize for the Project. The RE will review with the contractor, on an overall basis, the plans and specifications for the contractor's work, and its interrelationship with other work that will take place in the construction vicinity, in an effort to gain the contractor's full understanding of the Project. The RE will review the contractor's plan and schedule for construction of the Project, including equipment, labor, and supervision planning. The RE will determine that the contractor has a clear understanding of its responsibility for general condition items, labor compliance, material staging, parking, access to the site, location of contractor's field office, and housekeeping responsibilities, including specific responsibilities for removal of debris and trash. The RE will apprise the contractor of any contract requirements regarding security matters such as fences, lighting, guard services, and posting of signs.

Task A.1.9 Public Outreach – Consultant will provide public relations/outreach (PR) services on the Project. Prior to construction, public outreach to the community, including adjacent communities and businesses, will be needed to help those affected prepare for construction and the anticipated activities associated with construction of the Project. The Consultant shall also help coordinate a groundbreaking ceremony with the City. Key public outreach deliverables should include: community meetings/workshops, press releases, flyers, newsletters (both paper and electronic), and webpage.

Vehicles, Communications – Consultant will provide vehicles and communication devices required for its personnel.

A.2 Construction Phase Services

Task A.2.1 Coordination of Contract Execution – Consultant will mobilize the RE to the Project site as soon as the Agreement is approved and will mobilize the field staff to the Project site as soon as construction is ready to begin. The RE and the field staff will be housed in the field office provided by the contractor and located near the Project site. City will provide temporary facilities for the RE until the field office is ready for use. The RE will implement the record keeping documentation and contract administration systems developed during the pre-construction phase.

Task A.2.2 Communication – Consultant will be City's focal point for correspondence related to the design and construction of the Project. Consultant shall provide continued public outreach to the community as the Project progresses and as needed. Consultant will provide information as requested by City for the local community and other agencies, as directed by City.

Task A.2.2.a Public Outreach – Consultant will represent the City and be the focal point for public outreach, public information, and coordination with City staff, utility companies, media, businesses and property owners regarding progress of the work and schedules, lane and road closures, change in traffic handling stages, detours, noise and other associated matters.

Task A.2.3 Scheduling – Consultant will monitor the contractor's compliance with the agreed upon scheduling requirements. Consultant's major task associated with the overall scheduling requirements will be to:

- a. Review the contractor's schedule to determine that it is properly prepared, that the milestone dates meet the overall schedule, and that no major conflicts exist.
- b. Review progress attained against the approved schedule to adequately record work-in-place, detect any potential delays, and review the contractor's plan for implementation of remedial measures, when appropriate, to recover or maintain progress.
- c. In conjunction with City, negotiate schedule adjustments with the contractor that may be required due to weather, change orders, or other impacts requiring schedule adjustments.

Task A.2.4 Progress Pay Estimate – Consultant will review the contractor's progress pay estimates in accordance with the contractor's contract. Payments on progress estimates will be supported by source documents that represent measured quantities. A complete and accurate pay estimate will be forwarded to City for payment. Consultant will maintain a current estimate of overall construction costs.

Task A.2.5 Submittal Management – Consultant will maintain a log of, and manage, the shop drawings and sample/submittal process to determine that:

- a. All short-term look ahead schedules contain critical submittal dates, and the logs reflect the same.
- b. Submittals from the contractor are received, logged, and processed timely.
- c. Submittals are reviewed in a timely fashion by the Design Consultant and returned to the contractor to minimize lost production time.
- d. Logs are updated on a regular basis.
- e. Shop drawings have been approved and returned before associated work has begun.
- f. Copies of all submittals are maintained in the file.

Task A.2.6 Change Order Management – Consultant will investigate all proposed change orders submitted by the contractor. Change order submittals will include supporting records. Consultant’s investigation will include the impacts on the Project schedule and budget and will include a recommendation for approval or disapproval.

Consultant will review necessary and desirable changes to the Project, advise City of change order impacts, and, when required, make recommendations regarding the resulting change order costs.

Consultant will:

- a. Assemble documentation to include such items as inspection reports, test reports, drawings, sketches, photographs, and other materials as required.
- b. Prepare change order estimates, consisting of a detailed cost estimate conforming to City and Caltrans procedures and forms; assess the impacts of the proposed change on the contractor’s schedule and operations; and prepare a written report summarizing the impact of the proposed change in terms of extra costs, cost savings, schedule, and effect on contractor’s obligations.
- c. Evaluate the contractor’s price proposals for reasonableness and accuracy of construction quantities, rates and unit prices, and time and schedule impacts.
- d. Maintain a change order log as a means to tracking change order proposals through the review and approval process. Consultant will establish files for potential change orders or claims such as to accumulate documentation should the issues result in a change order or claim.

Task A.2.7 Construction Observation/Inspection – Consultant will implement inspection guidelines for monitoring the quality of the contractor’s work. Each member of the Consultant’s construction management staff will be familiar with the construction drawings and specifications, as well as the industry and Caltrans codes, City requirements, and standards and specifications that are incorporated into the design by reference. Consultant will be familiar with a variety of other information, including permit and license terms and conditions, any applicable provisions of environmental protection plans and procedures, and the Project schedule.

Consultant will be responsible for inspection and documentation of all bridge and roadway construction tasks, including, but not limited to: detours, construction staging, utility coordination, traffic access, pedestrian access, drainage, embankment construction, clearing and grubbing, lead handling, NPDES requirements, freeway closures, lane closures, base and surfacing, pavement delineation, signing, traffic signals, lighting, landscaping and erosion control.

Consultant will also provide retaining wall construction inspections, keeping separate inspection reports/

Consultant will, upon witnessing any materials, erection or installation process, or levels of quality that do not meet the requirements of the construction contract documents, issue

a Non-Conformance Report notifying the contractor of such deviation and inquire about the contractor's proposed corrective action. Copies will be forwarded to City.

Task A.2.7.a Permits/Easements – Consultant will coordinate with permitting agencies, City, Caltrans, Los Angeles County, law enforcement, first responders and property owners.

Task A.2.7.b Utilities – Consultant will coordinate utility work with various utility companies, and minimize disruption of services and minimize impact of trenching in private properties.

Task A.2.7.c Environmental Commitments – Consultant will verify that the Environmental Commitments for the Project are implemented during construction, which includes coordination with City Staff and/or City's environmental consultants when required for inspection and/or services.

Task A.2.8 QA/Materials Testing – Consultant will provide materials sampling and testing which will include all testing normally required by City and Caltrans. These tests will be conducted in accordance with City and Caltrans minimal frequencies and approved procedures in accordance with the construction contract plans and specifications. Testing will be performed in accordance with the applicable materials testing manuals. Consultant will review the results of all testing materials quality inspections and will then make recommendations to City regarding the remedial actions required to correct unacceptable portions of the contractor's work.

Task A.2.9 Traffic and Signal – Consultant will review contractor's traffic control, stage construction, freeway closure, and detour plans for capacity and traffic safety. Traffic control shall conform to the latest version of the California Manual of Uniform Traffic Control Devices (CA MUTCD), State Standard Specifications (SSS) and State Standard Plans (SSP). Traffic signals and lighting will be coordinated with City, Caltrans, and SCE for approval.

Task A.2.10 Reporting and Record Keeping – Consultant will provide reports and keep records in accordance with City requirements and Caltrans standards.

Task A.2.11 Safety – The contractor has sole responsibility for compliance with safety requirements on the construction contract. Consultant's staff will monitor the contractor's compliance with its safety program and advise City of observed deficiencies. The Construction Safety Orders and the contractor's safety plan will guide Consultant's field safety monitoring program.

Task A.2.12 Jobsite Progress Meetings – Consultant will determine an appropriate schedule for conducting Project progress meetings. This schedule will be influenced by the level of Project activities and direction received from City. The principal purpose of the Project progress meetings will be to review progress and quality, notify the attendees of any contractor deficiencies, determine availability of labor, material, and equipment for upcoming work, coordinate utility outages and site disruptions, and address coordination

matters. Additional special meetings may be required to address special issues and conditions and to address special coordination conditions.

The RE will chair these meetings, conduct each meeting according to a published agenda, and have Minutes prepared and promptly distributed. Minutes will detail action items and pertinent discussions, and announce the time and date of the next meeting.

Task A.2.13 Survey – Contractor will perform all construction surveys for the Project. Contractor will coordinate with Consultant during the performance of survey activities as it relates to maintenance of traffic.

A.3 Post-Construction Phase Services

Task A.3.1 Final Inspection and Punchlist – Consultant will, in conjunction with City, inspect the near-completed facilities to identify discrepancies and deficiencies in the work performed by the contractor, and will subsequently prepare the necessary punchlist to identify such items. Upon correction and re-inspection of omissions and deficiencies, the RE will report to City on the completion of the Project, recommend acceptance and approval of final payment to the contractor. If, before the final completion of the work, it is necessary for City (or a utility user) to take over, use, occupy, or operate any part of the completed or partly completed work, the RE will inspect that part of the work and complete punchlists detailing omissions and deficiencies.

Task A.3.2 As-Built Drawings – Consultant will regularly review the Project as-built drawings produced by the contractor and require that the as-built drawings reflect the current Project conditions. Consultant will provide City and the Design Engineer with a copy of the contractor's as-built drawings and sufficient additional information to prepare certified final record as-built drawings.

Task A.3.3 Project Closeout – Consultant will prepare and submit, in accordance with the direction of City, the final payment package to the contractor. Consultant will also submit all final Project records and reports (including laboratory and plant testing reports), manufacturer's certificates and videos of various phases of construction. Consultant will collect the release of any liens and forward them to City. Consultant will prepare and provide all standard reports required by Caltrans, including, but not limited to, material certification letters. Consultant shall prepare the Notice of Completion as part of Project closeout. Consultant shall coordinate with Caltrans and City for acceptance of improvements.

Task A.3.4 Claims Assistance (if required) – If Project-related disputes cannot be resolved in a manner acceptable to both contractor and City, Consultant will assist City with a three-phase approach to claims resolution.

- a. Information Gathering, "Finding of Facts" – Consultant will examine pertinent documentation, field conditions, and other related details necessary to determine the facts of the dispute. Consultant will provide City with a written status report

that analyzes the facts of the dispute and make recommendations as to the contractor's claim.

- b. Analysis, Strategy Formulation – If "Findings of Facts" does not result in a resolution of the matter, Consultant will perform a technical analysis of the "Findings of Facts" documents and recommend a strategy for resolving the situation.
- c. Negotiation, Resolution, Arbitration or Litigation – Consultant to provide City with support to the extent requested by City.

Task A.3.5 Public Outreach – Consultant will provide final project updates to the community. Consultant shall also coordinate with the City a "Ribbon Cutting" ceremony to open up the finished Project to the Public.

EXHIBIT B
PAYMENT RATES AND SCHEDULE

