

ON-CALL PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF RIALTO AND
PSOMAS

THIS ON CALL PROFESSIONAL SERVICES AGREEMENT (herein “Agreement”) is made and entered into this 15th day of November, 2022, by and between the City of Rialto, a municipal corporation and California general law city (“City”), and PSOMAS, a California corporation, (“Consultant”). City and Consultant are sometimes individually referred to as “Party” or collectively as “Parties”.

RECITALS

A. City has sought, by request for qualifications the performance of the services defined and described particularly in Section 1 of this Agreement.

B. Following the submission of a proposal for the performance of the services defined and described particularly in Article 1 of this Agreement, Consultant was selected by the City to be eligible to perform those services as needed and requested by the City.

C. During the Term of this Agreement, the City may initiate or continue various projects for which Consultant’s services may be used. For a given project, the City may solicit proposals from Consultant and other firms to perform services on that project, and the City may award a Task Order for the project based on availability, schedule, and cost proposal. Consultant understands and acknowledges that this Agreement provides no guarantee that Consultant will be selected to perform any volume or work for the City.

D. Pursuant to Chapter 2.48 of the Rialto Municipal Code, City has authority to enter into and execute this Agreement.

E. The Parties desire to formalize the selection of Consultant for the performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

Scope of Services. Consultant agrees to perform On-Call Professional Civil Engineering services (hereinafter, the “Scope of Services” or “Services”) as requested and authorized by the City. The Scope of Services are more particularly described in Exhibit A attached hereto and incorporated herein. When the City desires to utilize Consultant for the Scope of Services, the City will issue a Task Order, in a form that is

substantially similar to Exhibit B, that includes a Scope of Services to be performed and the compensation to be paid for the Services within the Task Order. Upon the issuance of a Task Order, that Task Order shall immediately be incorporated into this Agreement as part of Exhibit "A" (e.g., the first Task Order will be Exhibit "A-1", the second Exhibit "A-2," etc.). Each Task Order is made a part of this Agreement by this reference and encompassed within the Scope of Services of this Agreement.

As a material inducement for City to enter into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent, and professional manner, it meets all local, state, and federal requirements in performing the Services, and it is experienced in performing the work and Services contemplated herein. Consultant shall at all times faithfully, competently, and to the best of its ability, experience, and talent, perform all Services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and Services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more professional firms performing similar work under similar circumstances.

1.2 Consultant's Proposal.

The Agreement between the Parties shall consist of the following: (1) this Agreement, including the Recitals; (2) the Scope of Services, including all Task Orders; (3) the City's Request for Qualifications No. 22-049; and, (4) the Consultant's signed, original proposal submitted to the City ("Consultant's Proposal"), (collectively referred to as the "Contract Documents"). The Contract Documents and Accepted Proposal shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the Scope of Services, Consultant's Proposal, and/or this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all Services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any federal, state, or local governmental entity having jurisdiction in effect at the time service is rendered. In addition to the terms, conditions, and performance obligations for the Work set forth in this Contract, Consultant must also comply with the federal contract terms, conditions, rules, and regulations set forth in the attached Exhibit D ("**Federal Contract Terms, Conditions, and Regulations**").

1.4 Licenses, Permits, Fees, and Assessments.

Consultant shall obtain, at its sole cost and expense, such licenses, permits, and approvals as may be required by law for the performance of the Services required by this Agreement. 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 the Consultant's performance of the Services required by this Agreement, 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.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of Services to be performed, (ii) has carefully considered how the Services should be performed, and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of Services hereunder. If Consultant discovers any latent or unknown conditions that will materially affect the performance of the Services hereunder, then Consultant shall immediately inform the City of such fact and shall not proceed except at City's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies, and/or other components thereof, to prevent losses or damages, and shall be responsible for all such damages to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Prevailing Wages.

Consultant is aware of the requirements of California Labor Code Section 1720, *et seq.* and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 1600, *et seq.*, ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. It is the understanding of City and Consultant that the Prevailing Wage Laws may not apply to this Agreement because the Agreement does not involve any services subject to prevailing wage rates pursuant to the California Labor Code or regulations promulgated thereunder. However, Consultant shall defend, indemnify, and hold City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

1.8 Further Responsibilities of Parties.

Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless specified in this Agreement, neither Party shall be responsible for the service of the other.

1.9 Additional Services.

City shall have the right at any time during the performance of the Services under an individual Task Order, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such extra work or change may be undertaken unless a written order is first given by the Contract Officer to the Consultant, describing in detail the extra work or change and the reason(s) therefor and incorporating therein any adjustment in (i) the Task Order sum for the actual cost of the extra work or change, and/or (ii) the time to perform the Task Order, which said adjustments shall be reflected in an amendment to the Task Order subject to the written approval of the Parties. Any amendment to a Task Order shall be reviewed and approved by the City Manager. In accordance with Rialto Municipal Code section 2.48.180, increases in compensation for a Task Order may be approved by the City Manager provided: (a) the initial Task Order amount was less than One Hundred Thousand Dollars (\$100,000) and the amended Task Order sum when considering any or all amendments will not exceed One Hundred Thousand Dollars (\$100,000); or (b) the Task Order was approved by the City Council and the increases in compensation taken either separately or cumulatively do not exceed One Hundred Thousand Dollars (\$100,000). Any greater increases, taken either separately or cumulatively must be approved by the City Council. Payment for additional services rendered by Consultant under a given Task Order requires the submission of the actual costs of Consultant's performance of the extra work with the invoice(s) for the extra work claim(s), as provided in Section 2.4. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors.

No claim for an adjustment in the contract amount or time for performance shall be valid unless the procedures established in this Section are followed.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT

2.1 Contract Sum.

City and Consultant acknowledge and agree that the Services required by this Agreement will vary dependent upon the number, type, and extent of the Services the Consultant shall provide; and no guarantee of the extent or the type of Services required of Consultant under the terms of this Agreement is made by the City. The annual or total level of Services required by this Agreement is unknown, and may significantly increase or decrease from year to year. In acknowledgement of the fact that the number and type of projects requiring the Consultant's Services has not been identified for this Agreement, City and Consultant acknowledge and agree that a specific "Maximum Contract Amount" shall be imposed on each separate project that the City may assign Consultant as provided in Section 1.9 and in this Section 2.1. Each such separate project shall be identified as a Task Order authorized by the City Manager or designee as provided in this Section 2.1. The Maximum Contract Amount of this Agreement is undefined, and is subject to the number and type of projects requiring the Consultant's Services throughout

the duration of the term of this Agreement, if any. Consultant's compensation shall be limited to the Maximum Contract Amount identified on each separate, individually authorized Task Order corresponding to a project requiring the Services of the Consultant in accordance with the Schedule of Compensation set forth in the attached Exhibit C. Subsequent approval of individual Task Orders shall be approved in accordance with the provisions of Chapter 2.48 of the Rialto Municipal Code.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the Services; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that time estimates are provided for the performance of sub tasks, but not exceeding the Contract Sum; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the Services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Unless otherwise specified by the Task Order, each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate Services performed by more than one person.

City may independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission.

2.5 No Waiver.

Review and payment by City to Consultant of any invoice for work performed by Consultant pursuant to this Agreement shall not be deemed a waiver of any defects in work performed by Consultant or of any rights or remedies provided herein or any applicable law.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

The Services authorized by each Task Order shall be completed pursuant to the schedule stated in the Task Order. Should the Services not be completed pursuant to that schedule, the Contractor shall be deemed to be in Default of this Agreement. The City, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Contractor to continue performing the Services.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the Services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall, within ten (10) days of becoming aware of such delay, notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the reasonable judgment of the Contract Officer such delay is justified. The Contract Officer shall extend the time for performance in accordance with the procedures set forth in Section 1.9. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Subject to the termination provisions of this Agreement, the Term of this Agreement is for three years commencing on the date first ascribed above. City may extend the Term of this Agreement two times for one year each time, for a total potential term of five years.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant (“Principals”) are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

<u>Arief Naftali</u>	<u>Vice President and Contract/Project Manager</u>
(Name)	(Title)
_____	_____
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability, and reputation of the foregoing Principals were a substantial inducement for City to enter into this Agreement. Therefore, the Principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the Services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform Services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant’s staff and subcontractors, if any, assigned to perform the Services required under this Agreement. Consultant shall notify City of any changes in Consultant’s staff and subcontractors, if any, assigned to perform the Services required under this Agreement, prior to and during any such performance. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires to reassign any staff or subcontractor of Consultant, Consultant shall, immediately upon a Reassign Notice from City of such desire of City, reassign such persons or persons.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant’s officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant’s officers, employees or agents, shall obtain any rights to retirement, health care, or any other benefits which may otherwise accrue to City’s employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be the City Manager or other such person designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the Services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode, or means by which Consultant, its agents or employees, perform the Services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service. Consultant shall perform all Services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability, and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the Services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees, and agents of City:

(a) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury, and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure, and provide legal defense for both the Consultant and the City against any loss, claim, or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or Services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of commercial automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, and hired cars.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability to the extent such liability would exist in the absence of this agreement. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of, or related to Services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's Services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements.

(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.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and, except Professional Liability and Workers Compensation, shall name the City, its elected and appointed officers, employees, and agents as additional insureds, and any insurance maintained by City or its officers, employees, or agents shall apply in excess of, and not contribute with, Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees, and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may

satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be cancelled by the insurer or any Party hereto without providing thirty (30) days prior written notice by mail to the City, ten (10) days if cancellation is due to non-payment of premium. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer. No work or Services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

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

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations, or activities provided herein of Consultant,

its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable (“indemnitors”), arising from Consultant’s reckless or willful misconduct, or arising from Consultant’s or indemnitors’ negligent performance of or failure to perform any term, provision, covenant, or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys’ fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents, or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents, or employees, any and all costs and expenses incurred by the City, its officers, agents, or employees in such action or proceeding, including but not limited to, legal costs and attorneys’ fees.

Consultant shall incorporate similar, indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional Services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City’s sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City’s negligence, except that design professionals’ indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness, or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

Notwithstanding the foregoing, to the extent that the Consultant’s Services are subject to California Civil Code Section 2782.8, the above indemnity, including the cost to defend, shall be limited to the extent required by Civil Code Section 2782.8.

5.4 Sufficiency of Insurer or Surety.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated “A” or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City (“Risk Manager”) due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the Risk Manager

determines that the work or Services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager Consultant.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and Services performed hereunder (the "books and records"), as shall be necessary to perform the Services required by this Agreement and enable the Contract Officer to evaluate the performance of such Services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the Services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Services required by this Agreement as the Contract Officer shall require. City is greatly concerned about the cost of work and Services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or Services contemplated herein or, if Consultant is providing design services, the cost of its portion of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for its portion of the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without

liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed, and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of San Bernardino, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, Eastern Division.

7.2 Disputes; Default.

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

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's negligent acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision 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.

7.5 Rights and Remedies are Cumulative.

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.

7.6 Legal Action.

In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct, or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. Upon receipt of any notice of termination, Consultant shall immediately cease all Services hereunder except such as may be specifically approved by the Contract Officer. Consultant shall be entitled to compensation for all Services rendered prior to the effective date of the notice of termination and for any Services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event of termination without cause pursuant to this Section, the City need not provide the Consultant with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any

amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

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

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

Additionally, pursuant to Rialto Municipal Code section 2.48.145, Consultant represents that it has disclosed whether it or its officers or employees is related to any officer or employee of the City by blood or marriage within the third degree which would subject such officer or employee to the prohibition of California Government Sections 87100 et. seq., Fair Political Practices Commission Regulation Section 18702, or Government Code Section 1090. To this end, by approving this Agreement, Consultant attests under penalty of perjury, personally and on behalf of Consultant, as well its officers, representatives, that it/they have no relationship, as described above, or financial interests, as such term is defined in California Government Section 87100 et. seq., Fair Political Practices Commission Regulation Section 18702, or Government Code Section 1090, with any City of Rialto elected or appointed official or employee, except as specifically disclosed to the City in writing.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, gender identity, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, sexual orientation, gender, gender identity, marital status, national origin, ancestry, or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or Services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorney's fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Facilities and Equipment.

Except as otherwise provided, Consultant shall, at its own 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 ("City Facilities"), 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, quality, and time of furnishing of City Facilities shall be in the sole discretion of City. In no event shall City be required to furnish any facilities that may involve incurring any direct expense, including but not limited to computer, long distance telephone, network data, internet, or other communication charges, vehicles, and reproduction facilities.

9.2 Payment of Taxes.

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

9.3 Notices.

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by pre-paid First Class U.S. Mail, registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by facsimile with attached evidence of completed transmission, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) three (3) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by facsimile. Any notice, request, demand, direction, or other communication sent by facsimile must be confirmed within forty-eight (48) hours by letter mailed or delivered. Other forms of electronic transmission such as e-mails, text messages, instant messages are not acceptable manners of notice required hereunder. Notices or other communications shall be addressed as follows:

If to City: City of Rialto
 150 S. Palm Ave.
 Rialto, CA 92376
 Attn: City Manager

Tel: (909) 820-2525
Fax: (909) 820-2527

With copy to: Burke, Williams & Sorensen, LLP
1770 Iowa Avenue, Suite 240
Riverside, CA 92507
Attn: Eric S. Vail, City Attorney
Tel: (951) 788-0100
Fax: (951) 788-5785

If to Consultant: PSOMAS
1650 Spruce Street, Suite 400
Riverside, CA 92507
Steve Margaroni, President/CEO
Tel: (951) 787-8421

Either Party may change its address by notifying the other Party of the change of address in writing.

9.4 Interpretation.

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.

9.5 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.6 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the Parties. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.7 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and

shall be interpreted to carry out the intent of the Parties hereunder unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

9.8 Corporate Authority.

The persons executing this Agreement on behalf of the Parties hereto 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) the entering into this Agreement does not violate any provision of any other Agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Agreement on the date first written above.

CITY:

CONSULTANT:

CITY OF RIALTO, a municipal corporation

PSOMAS, a California corporation

By: _____
Marcus Fuller
City Manager

By: _____
Name
Title

ATTEST:

By: _____
Barbara A. McGee
City Clerk

By: _____
Name
Title

APPROVED AS TO FORM:

Burke, Williams & Sorensen, LLP

By: _____
Eric S. Vail
City Attorney

****Two signatures are required if a corporation****

EXHIBIT "A"

SCOPE OF SERVICES

Consultant shall provide On-Call Professional Civil Engineering Services more described herein.

Consultant shall provide first-rate professional civil engineering services on an as-needed basis for various City projects as assigned. Responsibilities may include, but are not limited to, the following:

1. Preliminary planning and cost estimating for capital improvement projects.
2. Project management and preparation of feasibility studies.
3. Preparation and completion of design and construction documents (plans, specifications and engineering estimates) for:
 - a. Street improvement projects
 - b. Sewer improvement projects
 - c. Storm drainage projects
 - d. Water delivery, conveyance, and storage systems
 - e. Complex structures (short span bridges, culverts, retaining walls, sound walls, etc.)
4. Right of way acquisition services (and other efforts necessary to acquire right of way and easements for public infrastructure)
5. Pre-construction outreach services
6. Appraisal services
7. Evaluation of existing infrastructure and facilities for compliance with Americans with Disabilities Act (ADA) requirements and preparation of transition plans.
8. Performing contract administration functions, negotiations on behalf of the City, and recommending change orders when applicable.
9. Representing the City in meetings with contractors, developers, consultants, utility agencies, and others

Specifically, Consultant shall provide those Services as outlined in its proposal dated March 24, 2022, included on the following pages.

Civil Engineering Design Methodology

As a partner with the Public Works Department, we take our role and responsibility seriously and prioritize responsiveness. Every task order we receive from the City will be responded to as if it was a proposal. In the event we are unable to submit, proper notice and reason(s) with plenty of lead time before the due date will be provided. Our marketing group collaborates with the entire team shown and presented herein to make sure we provide a full and complete response to the City. Our work plan, which is summarized and elaborated in the following pages, also includes being proactive about prospective on-call tasks.

At the beginning of each project, the Psomas team will initiate a project meeting with the City, review the proposed scope of work, and integrate the requirements and objectives of the identified project. The kick-off meeting will include Psomas team members, City staff, relevant subconsultants and other affected parties and agencies. At that meeting, we will provide the forum to identify clear lines of communication and review the final scope, schedule, milestones and other pertinent project details.

The kick-off meeting is often followed by a field visit to the project site to review existing conditions and determine all of the issues, concerns and considerations that are relevant to proposed improvements.

General Approach

In accordance with the City's request, Psomas, with our understanding of the vision, environment, and priorities of the City, is proposing to provide on-call professional civil engineering services to the City of Rialto.

Psomas understands the City will notify the selected consultants of future projects, at which time Psomas and other consultants will submit letter proposals, including scope of work, cost, and schedule, to the City.

Upon being selected by the City for preparation of a future project, Psomas will initiate the process by meeting with the City and project team to define the project and coordinate on the technical approach. Subsequently, the Psomas team will conduct research and gather data, prepare technical studies, as necessary, and peer review the technical studies prepared by the applicant's consultants. Upon completion of the technical studies or peer review of the City- or Applicant-provided technical studies, Psomas will prepare administrative or screencheck drafts and a final draft for review and approval by the City prior to distribution for public review. Upon receipt of comments from the public, Psomas will prepare a draft and final responses to comments and final document for review and approval by the City prior to distribution to the commenters and the decision makers.

Additionally, Psomas will attend study sessions, Planning Commission, and City Council hearings, as appropriate. Psomas will also be responsible for preparing all the notices required for that particular type of environmental document and distributing the environmental document for public review.

Psomas will provide quality control for each draft of the document. Our in-house quality assurance/quality control process will ensure that all deliverables are accurate and legally defensible.

Civil Engineering

Psomas' depth and breadth of expertise cover a wide spectrum of facilities from local roadway to highways, interchanges and expressways, as well as active transportation and transit facilities in Southern California. Over more than three decades, Psomas has delivered every phase of transportation projects delivery from planning, funding, permitting, and conceptual design through final design and construction services. Our proposed services in meeting the City's needs include, but are not limited to:

- ▶ Preliminary planning and cost estimating for capital improvement projects.
- ▶ Project management and preparation of feasibility studies.
- ▶ Preparation and completion of design and construction documents (plans, specifications and engineering estimates) for:
 - Street improvement projects
 - Sewer improvement projects
 - Storm drainage projects
 - Water delivery, conveyance, and storage systems
 - Complex structures (short span bridges, culverts, retaining walls, sound walls, etc.)
- ▶ Right of way acquisition services (and other efforts necessary to acquire right of way and easements for public infrastructure)
- ▶ Pre-construction outreach services
- ▶ Appraisal services
- ▶ Evaluation of existing infrastructure and facilities for compliance with Americans with Disabilities Act (ADA) requirements and preparation of transition plans.
- ▶ Performing contract administration functions, negotiations on behalf of the City, and recommending change orders when applicable.
- ▶ Representing the City in meetings with contractors, developers, consultants, utility agencies, and others.

Preliminary Engineering

Based on review of the City's Capital Improvement Program, transportation improvement projects out of this on-call will most likely involve roadway rehabilitation and/or reconstruction. With such projects, preliminary engineering would often involve the vetting of rehabilitation alternatives based on desired pavement design life, which is typically 20 years. Recommended pavement sections are a function of traffic loading, existing pavement and subgrade conditions, and available budget. It is fitting for preliminary cost estimates to be included to determine whether or not a mitigation measure fulfills what the City would like to accomplish, while balancing it with other improvement needs such as curb/gutter, sidewalk replacements, curb ramp reconstruction, and potential safety improvements considered.

Parks or active transportation facilities, accessibility, safety and connectivity are paramount considerations. Often, preliminary engineering consists of alternative alignments, layouts that are designed to optimize and encourage usage of the facilities once constructed. Proximity of crossings, access roads and safety/security are weighed at this stage where enhancements, which could include security lighting, high visibility crosswalks, and sight distance corrections by way of parking restrictions, are proposed. A few practical considerations in a parking lot/ADA-related design apply, as shown below:

- ▶ Locate ADA stalls with the shortest path of travel to facility/building
- ▶ Review the number of stalls required per City of Rialto Municipal Code
- ▶ Consider ratio of ADA stalls to the number of total parking spaces per ADA requirements. For instance, a 1-to-6 ratio of required ADA van stalls to regular ADA stalls is typically required
- ▶ Running slopes generally need to be flatter than <5% and no more than 2% cross-slope, which is required for ADA compatibility

Research and Data Collection

In addition to the field review, any preliminary plans, studies, and reports that may exist regarding the project or project area will be researched and obtained from the City, County, and pertinent local utility providers. Available site infrastructure will be collected. Such data may include right-of-way maps, as-built plans, preliminary planning or studies, hydrology/hydraulic calculations in the case of drainage improvements, utility plans, and other data.

Additionally, Psomas will review relevant design considerations for existing conditions, and assess deficiencies and the need for corrective action.

Project Management

The project management scope will apply to every aspect of the project. Execution of good project management includes not just the efforts of the Supervisor/Administrator, but the technical and non-technical team of people who ensure procedures are followed, administrative tasks are completed, and documentation is conducted. For our project this scope will primarily use Psomas staff for the project level management, and sub-consultants for many of the task level management. While it is not likely, we foresee the possibility that Psomas management may be called upon to manage other consultant efforts in case there is a contractual capacity constraint within another selected team. Psomas can then act as a "pass-through" contract vehicle. Our team has been formed to cast a wide net within our team and sub-consultants but could be used in this manner if necessary.

Feasibility Studies

Feasibility studies can and should be performed at two levels of effort. The first level is to evaluate for the obvious issues and readily available data. It would not require costly or time consuming studies; rather, it would use available research and review of the major and obvious constraints. This would include a review of publicly available data for topography, assessor's maps, easement information, ESHA maps, previous geotechnical and flood studies, etc. The deliverable would be a report prepared with a fatal flaw analysis and a major potential constraints discussion. Based on the findings of this report, and the City's concurrence to continue, the next level of analysis would be to focus on the targeted areas of most concern. For our example, this would include two primary concerns of geotechnical feasibility, and habitat mitigation. Our team would then conduct a tailored geotechnical report and limited physical biological habitat survey. A final deliverable would be an expanded feasibility report including the focused studies.

Design Engineering Services

Once the planning and analysis has been completed, the Environmental Documentation has been approved, and the City has elected to proceed to the design and permitting phase, a work plan would be prepared for its completion. The sequence of design will follow a percent complete basis using 30, 60, 90, 100% complete, and "Ready to Issue" as the major milestones with intermediate milestones as applicable for sub-tasks which may include Envision deliverables, presentation materials, specialty reports, etc. The schedule would follow a four month cycle per major milestone for a total design duration of 20 months. This design duration is necessary due to the complexity of this example project. Durations can vary between six to 36 months. In addition,

for a project of this magnitude, support during bidding and construction may or may not be included. For our example, they have been included.

We have estimated bidding as a four month duration, followed by a 24 month construction schedule, and a three month project acceptance and close-out phase. Deliverables during design would include plans, specifications, reports, and estimates at each major milestone, along with meeting agendas and minutes. Deliverables during bidding and construction would include logs of RFI's addressed, BMP inspection reports, and meeting minutes, but could be based more closely with either time spent, or a monthly percent complete based on schedule. Close-out milestones would include as-builts and certifications. Our team has the staff resources and expertise to conduct these studies throughout the majority of the team.

Pre-Design Phase

During pre-design, we will be responsible for procuring design consultants to prepare the necessary construction document for the project. Services can include:

- ▶ **Preparation of Requests for Proposal and Procurement of Design Consultants:** To obtain high quality plans and specifications, a clear understanding of all components of the project needs to be outlined and included in the RFP.
- ▶ **Providing Staff Support:** Staff support will be one of our key functions during the life of the program. We will be in regular contact with City staff through project meetings and progress reports. Information and recommendations will be provided whenever required for staff decision-making. We will prepare reports, charts, estimates, and supplemental information required for reporting to the City Council. We will prepare staff reports, and make Council presentations, as these are functions we have performed for numerous cities.

Design Phase

The primary focus during the design phase is to design projects that meet the City's expectations of cost, schedule, quality, efficiency, maintainability, and utility. Our plan is to increase the value of dollars spent by reducing potential problems and claims before they occur during the design or construction process. Key design phase tasks are shown below:

- ▶ **Provide Designer Oversight:** This will include review of designer's work compared to the scope of work, budget, and design schedule.
- ▶ **Create Project Filing System:** A paper and electronic project filing system will be established to track all documents, reports, letters, spreadsheets, schedules, contracts, meeting agendas, meeting minutes and other documents.

- ▶ **Utility Coordination/Clearance:** Coordinate the appropriate dissemination of utility location to verify information is considered/incorporated into design of the project. Oversee efforts to verify appropriate plans/information are forwarded to utility companies and to ascertain timing/schedules of utility relocation work (prior to or during construction work).
- ▶ **Coordinate Right-of-Way Acquisition and Right of Entry Easements:** For projects requiring land rights acquisitions and for projects impacting private property, the program managers may have many responsibilities. This ranges from creating a list of all impacted property owners, schedule preparation, field visits, determining acquisition requirements (configuration, property limits, land rights sought), final location surveys coordination if required for legal descriptions, appraisal, acquisition and any relocation services, arranging for the filing of condemnation action(s) and, if deemed appropriate, to preparing needed correspondence to obtain right of entry easements during construction.
- ▶ **Coordination with Environmental Agencies:** Facilitation of the flow of project information to other agencies and jurisdictions, including review and enforce requirements stipulated in permits.
- ▶ **Value Engineering (VE) Review of Conceptual Design Documents:** A VE team can review the conceptual plans and use established techniques for developing cost- saving alternatives.
- ▶ **Review Documents for Constructability, Biddability, and Maintainability:** Typically performed at the completion of the Design Development Phase and midway through the Contract Documents Phase, the purpose of these reviews is to provide a means and methods that will simplify construction and maintainability of the project without affecting design integrity, reduce disputes and claims, and provide the basis for good competitive bids.
- ▶ **Revisions to City's standard specifications:** We will develop additional provisions needed for effective construction management.
- ▶ **Construction Strategies:** We will explore various strategies for bidding and building the projects that could result in lower project costs. Strategies that we will explore include combining construction bid packages for projects that could be built simultaneously, pre-purchasing specialized equipment or materials, identifying possible City-built elements, or pre-qualify contractors.
- ▶ **Develop Cost Estimates:** We will prepare construction cost estimates of the various design submissions, provide analysis, and make recommendations on items that may be over budget.

- ▶ **Monitor Project Budget:** We will review and advise on the overall project costs and their consequent impacts. Potential shortfalls or problems will be vigorously addressed.

Bid/Award Phase

- ▶ **Develop Contractor Interest:** We will keep the contracting community apprised of the project status, thus maintaining a competitive bidding climate.
- ▶ **Select Bid Date:** We will help to select a bid opening date that does not compete with other major projects, thus not losing bidders.
- ▶ **Organize Pre-Bid Conference:** We will arrange the pre-bid conference, prepare the agenda, and distribute minutes to planholders and attendees.
- ▶ **Answer Questions During Preparation of Bids:** All questions will be required in writing to our office and we will transmit technical questions to the designer, if not Psomas. Bid questions will be logged.
- ▶ **Review Bids and Recommend Awards:** We will evaluate low bids for responsiveness and make recommendations for award in an expedient manner.

Peer Review of Construction Documents

The Psomas team will work with the designer-of-record to meet the City's expectations of cost, schedule, quality, efficiency, maintainability, and utility. We will work hand-and-hand with them, not to redesign a project, but to increase the value of dollars spent by reducing potential problems and claims before final design and/or construction. Some of the tasks we will perform as part of our peer review services include:

- ▶ **Provide Designer Oversight:** Confirm the designer's work is in alignment with the agreed to scope of work, budget, and design schedule.
- ▶ **Review Utility Information:** Verify all utility information is considered/ incorporated into design of the project.
- ▶ **Value Engineering (VE) Review of Conceptual Design Documents:** A VE team can review the conceptual plans and use established techniques for developing cost-saving alternatives.
- ▶ **Review Documents for Constructability, Biddability, and Maintainability:** Typically performed at the completion of the Design Development Phase and midway through the Contract Documents Phase, the purpose of these reviews is to provide a means and methods that will simplify construction and maintainability of the project without affecting design integrity, reduce disputes and claims, and provide the basis for good competitive bids.

- ▶ **Revisions to City's Standard or Supplemental Specifications:** We will develop additional provisions needed for effective construction management.
- ▶ **Construction Strategies:** We will explore various strategies for bidding and building the projects that could result in lower project costs. Strategies that we will explore include combining construction bid packages for projects that could be built simultaneously, pre-purchasing specialized equipment or materials, identifying possible City-built elements, or pre-qualifying contractors.
- ▶ **Develop Cost Estimates:** We will prepare construction cost estimates of the various design submissions, provide analysis, and make recommendations on items that may be over budget.

Street Improvements

Psomas' experience and expertise includes roadway widening, reconstruction, and rehabilitation design. Our experience includes heavy involvement of utility design and coordination, relocation, right-of-way acquisition, value engineering to optimize options, hydrology/hydraulic analysis, water quality, and geotechnical investigation, as well as design of minor structures, such as custom drainage structures and retaining walls. Design for this contract will adhere to local, state, and federal standards.

Bikeway Engineering/Active Transportation Facility:

Psomas' related experience and expertise in bikeway engineering and active transportation facility more broadly encompass many years of planning and development of various bicycle facilities which include shared use paths (Class I), striped and buffered bike lanes (Class II), shared lanes and bicycle boulevards (Class III), and protected/separated bike lanes (Class IV). Not only have Psomas' professional managers and staff provided environmental planning and engineering services for such facilities, they have also developed planning documents such as Active Transportation Plans and Pedestrian Safety Plans, and facilitated public engagement which ultimately aids short- and long-term programming of those facilities for our clients.

Sewer Improvements

For sewer rehabilitation projects, Psomas' NASSCO-certified PACP and MACP engineers will review videos of the sewers and manholes to determine the appropriate means of rehabilitation, including lining, spot repairs, or replacement. Capacity calculations will be prepared to verify any lining will not compromise the design capacity of pipeline segments. The recommendations will be documented in a Preliminary Design Report for review and approval by City staff.

For sewer capacity studies, downstream pipeline(s) would be flow monitored to determine existing flow, or if a calibrated hydraulic model exists that model would be utilized. Additional flow from the proposed development project would be estimated and loaded to the model at the appropriate manhole. The model would provide results of average and peak flow in the downstream system along with the depth-to-Diameter ratios and those would be analyzed to determine if downstream capacity constraints are triggered. If the City does not have an existing hydraulic model, as-builts for the downstream facilities would be collected and a model would be constructed, and flow monitoring data would be utilized to calibrate the model and the above analysis would be conducted. Results would be documented in a Sewer Study Technical Memorandum and presented to City staff for review and comment.

For infrastructure capital improvement projects, solutions will be offered to renew aging infrastructure while minimizing impacts to residents and the environment.

Storm Drainage

Psomas recommends preparation of a Preliminary Drainage Study (PDS) where consensus on key design elements is typically reached. The PDS typically consists of geometric approval drawings, a review of utility constraints and possible relocations, alternative pipe materials/construction methods (pre-cast versus cast-in-place), and costs for various alternatives. In relation to water quality, the City of Rialto is required to comply with the prevailing Municipal NPDES Storm Water Permit, which is part of the Lahontan Regional Board. Preliminary and Final WQMP and SWPPP requirements per said permit will be followed.

Water Improvements

Psomas offers a full suite of water solutions which revitalizes and renews our aging infrastructure while minimizing impacts to residents and the environment. Our solutions for potable water, and recycled water are creative yet practical. They include but are not limited to:

- ▶ Water/Wastewater Master Planning
- ▶ Design of Water/Recycled Water/Wastewater Systems
- ▶ Hydrology/Hydraulics analysis of water/wastewater infrastructure
- ▶ Urban Water Management Plans
- ▶ Water Supply Assessments
- ▶ Utility Research and Permitting

Managing urban runoff quality and quantity is an area where we are recognized for providing functional and restorative solutions that respect stormwater as a resource, spanning California and beyond.

Psomas' depth of education and local experience combined with our Southern California experience supports our ability to do so. Our job is to prepare a design which reflects the District's stormwater policies and goals, specific to each and every project. We will use the City templates as guidelines to determine requirements for and to design both post construction and temporary BMPs, and hydromodification controls as applicable. In addition, we will work closely with the City project managers to understand what standards are meant to be achieved beyond the minimum for compliance, such as LEED Certification or Collaborative for High Performance Schools (CHPS) as well as any maintenance guidelines or limitations.

If the City does not have an existing hydraulic model, as-builts for the downstream facilities would be collected and a model would be constructed, and flow monitoring data would be utilized to calibrate the model and the above analysis would be conducted. Results would be documented in a Sewer Study Technical Memorandum and presented to City staff for review and comment.

Structural Engineering

Psomas provides structural design services to cities and counties throughout California. Our structural designers have successfully and economically delivered a wide-range of projects matching the needs of the City, such as:

- ▶ Vehicular, pedestrian, and utility bridges
- ▶ Flood walls using US Army Corps of Engineers and local criteria
- ▶ Concrete, CMU, and pile-supported retaining walls
- ▶ Utility supports on existing bridges
- ▶ Pipe stress calculations for reduced cover
- ▶ Special box culvert designs
- ▶ Peer review of consultant designs

The team also provides condition evaluation of existing structures, bridge asset management, maintenance plans, technical specifications preparation, and cost estimating.

Psomas is familiar with the US Army Corps of Engineers criteria well, having successfully obtained three USACE 408 permits in the last five years.

Our engineers have over 50 years of combined experience on Caltrans structures, including new bridges, retrofits, and widenings for roadway, railroad, and water crossings.

For all structure types, the same principles apply: understand the client's needs, know the review agency's criteria, determine economical solutions, and provide on-schedule deliverables.

Right-of-Way Acquisition

As the right-of-way acquisition subconsultant to Psomas, EPIC will perform on-call title services, appraisal, real property acquisition/negotiation, and escrow coordination on an as-needed basis for the City of Rialto. Property acquisition requires that EPIC negotiate with property owners or appointed representatives for the purchase of property rights in good faith. EPIC will perform the property acquisition process in close coordination with the City and its consultants in accordance with county, state, and federal policies and procedures wherever applicable including Title VI of the Civil Rights Act of 1964, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the URA regulations that became effective in February 2005.

Pre-Construction Outreach

The future of the City's planned projects will be firmly rooted in a community-driven vision representing the whole community and includes a range of diverse voices, priorities, and concerns. For that reason, a key element to the project's success is the strategic outreach plan. This plan is critical to identify and include key stakeholders, decision-makers, and outreach opportunities to include comments in the design. Our team recognizes that stakeholders will have a wide range of preferences and comfort when considering traditional or technical outreach. Our team will utilize both conventional outreach methods, including an initial public mailing, in-person meetings, and the integration of online tools to achieve high response rates and participation throughout the process. The goal of public outreach for this on-call contract is to engage the public and identify community needs, goals, and concerns, and incorporate them into the project at the early stages in the design. Psomas will provide regular communications and status updates, including regular status calls, and submit monthly invoices and progress reports.

ADA and Transition Plans

Psomas evaluates sidewalks, parkways, curb returns, driveways, crosswalks and other pedestrian facilities within the public right-of-way for conformance with current ADA requirements, including grades, cross slopes, the existence and placement of truncated domes and pedestrian pushbuttons, and other pertinent features. The Psomas team will evaluate observable features to provide an opinion of the existence of potential accessibility barriers or deficiencies that may affect access and usability of this pedestrian facility within the site limits. Work elements include:

- ▶ Perform visual assessment of observable conditions to document non-compliant conditions, together with measurements.

- ▶ Document general location and condition data (including non-compliant slopes and cross slopes, non-compliant vertical discontinuities, non-compliant openings between walking surfaces, and non-compliant obstructions and dimensions).
- ▶ Create a table of inventory data.
- ▶ Provide accompanying photos taken at a quality of 5 megapixels or higher to depict the general condition of the site area and to facilitate a desk review of observable site conditions, including photos showing measurements to assess accessibility of observable features and elements under the Accessibility Standards.

Surveying Services

Psomas has extensive experience in executing and managing "on-call" survey contracts of this nature. This project team has successfully provided recent "on-call" survey contracts to the City of Yucaipa, City of Moreno Valley, Riverside County, Caltrans District 8, and other public agencies. The team is familiar with all the scope of work items being requested, along with the schedule and budget components commensurate with an "on-call" type of assignment. Psomas is a full-service surveying firm with extensive knowledge of all aspects of surveying which include:

- ▶ Control Surveys
- ▶ Design Surveys
- ▶ Monumentation/Records of Survey/Corner Records
- ▶ Construction Surveys/Staking
- ▶ Boundary Surveys
- ▶ Ground Control for Aerial Survey
- ▶ Right-of-Way
- ▶ 3D Laser Scanning (HDS)
- ▶ Subsurface Utility Engineering and Detection (SUE)
- ▶ Quality Assurance/Quality Control (QA/QC) Approach

Psomas prides itself on the quality of work produced and has a reputation for trouble-free documents and an absence of survey-related change orders. For our clients, this helps to eliminate construction cost overruns and protracted negotiation over contractor claims.

Ability to Dispatch Multiple Crews

When selecting Psomas, you will have access to a firm with the capability to dispatch multiple survey crews based on the City's needs.

- ▶ The Psomas Survey and Mapping Team has adequate staff to take on any number of task assignments under this contract. Firm-wide, Psomas has 54 licensed land surveyors and the ability to dispatch 30 fully equipped survey crews from our California offices.

Utility Notification, Research, and Mapping

Working together with our subconsultant, EPIC Land Solutions, we will perform a detailed utility investigation of the project site. As the utility coordination subconsultant to Psomas, EPIC will coordinate with the City, utility companies and applicable stakeholders for all work involved in identifying, protecting, removal and/or relocation of utility facilities necessary for on-time project certification. EPIC is unique among right of way consultants by providing a fully staffed Utility Services department. The EPIC Utility Services Manager is an expert in identifying utility conflicts and coordinating facility relocations in accordance with Caltrans Local Agency Procedures Manual (LAPM) and Caltrans District 8 procedures. EPIC meets early-on in the project with utility surveyors to determine liability and identify which utilities will be moved to accommodate the proposed project. This is critical as determination of liability is becoming more of an issue in today's projects and can cause major delays or increase expense due the involvement of legal counsel.

Psomas will perform a detailed utility investigation of the project site. This will include a request through Dig Alert and an investigation of available records for data needed to avoid design conflicts. Available plans from the City's Public Works Department will also be obtained. Notices will be sent out to utility companies known to be present within the project limits requesting utility locations, atlas maps and plans. A project log of all utilities will be generated showing the status of each information request. The log will be updated during the life of the project.

Psomas' full-service Subsurface Utility Engineering (SUE) team will pothole and locate utilities that are deemed to be critical and may be impacted by the proposed underground construction. Considering the gravity nature of either a storm drain or sewer pipeline, the importance of utility conflict detection and resolution cannot be overstated.

Upon completion and approval of Preliminary Engineering work (prior to Draft submittal), a second utility notice with preliminary plans will be sent, requesting verification of facilities and required coordination of anticipated relocation or protection of existing facilities. Final improvement plans will be transmitted to all utility companies whose facilities are within the project site, informing them of the anticipated bidding period, anticipated construction schedule, and proposed time-frame of any relocation required of them.

Environmental Planning

With the support of our in-house Environmental services team, Psomas will prepare pertinent environmental documentation to meet the requirements of CEQA and NEPA for local, state, and federally funded projects. If necessary, the team will submit environmental findings to Caltrans'

environmental section, subject to the approval of City Council. Technical studies for the project will be prepared.

For qualified projects, Psomas staff typically provides a project description and graphic, as well as fills out the City's environmental/project information form and a notice of exemption for City staff to process. Public meetings and workshops may be part of the environmental process and documentation.

Geotechnical Investigation

Working with Geocon our subconsultant, Psomas will perform soil testing which may include bearing, trench/backfill constraints, groundwater presence, and other types of testing to gather information and characterize subsurface soil for purposes of pavement design, trench excavations, bedding, backfill materials, and slopes and embankment construction.

Landscape Architecture

Working with our subconsultant, VDLA, Psomas will conduct field investigation to assess the existing site condition, including existing landscape improvements, irrigation systems and equipment, and other existing features relevant to our work, such as topographical data, right-of-way information, available as-built drawings, utility information, and providing assistance to the project design team in evaluating and coordinating potential P.O.C. locations and utility conflicts.

VDLA prepares Conceptual Landscape Plans as a way to communicate the initial design intent with the project design team and agencies involved. Included with the concept plans is a plant palette, images of key landscape design components, and preliminary construction budget based on the design concepts. A Basis of Design report with an emphasis on providing specific narrative descriptions for each design alternative may be included as an option.

VDLA's design approach will minimize planting and increase the use of inert materials to reduce water usage and lower maintenance. Other water conservation requirements such as using native/drought tolerant plant materials, reclaimed water, drip or point-source irrigation, and irrigation systems that utilize flow sensors, master remote control valves, rain shut-off devices, SMART capable irrigation controllers, and the ability to be monitored and adjusted from a centralized control system, will also be included into the overall design consistent with the applicable Landscape Design Standards. Best Management Practices (BMPs), where applicable, will also be integrated into the landscape design to enhance storm water management methods through strategic use of plant and inert materials.

Temporary Traffic Control

Psomas' broad technical expertise in traffic engineering and transportation planning, coupled with our commitment to sustainability, results in a team dedicated to developing innovative solutions to fit your project needs. Psomas' expertise and experience to support the City includes work in the following areas:

- ▶ Traffic design, including signal, signing/stripping, and lighting
- ▶ Traffic signal timing and coordination
- ▶ Intelligent transportation systems
- ▶ Worksite traffic control
- ▶ Active transportation (pedestrian and bicycle) facility design
- ▶ Peer and plan reviews
- ▶ Transit (bus and light rail) stations and facilities design
- ▶ Access management and corridor analysis
- ▶ Road safety analysis and audit
- ▶ Traffic impact and operation studies

Whether it is a small traffic study, corridor improvements involving various traffic engineering designs, multi-modal/complete street design, or a larger interchange project, our professionals have the knowledge and skills required to navigate through the steps and procedures necessary for a successful project outcome.

Construction Document Preparation Phase

Final design will commence upon approval of Preliminary Engineering by the City. Changes or additions required as a result of the preliminary design review will be incorporated into the final design as deemed necessary. Final calculations and studies will also be performed and completed, and 'preferred' alternative alignments, structures, and materials will be developed.

As part of the Construction Document PS&E package, final construction plans and details will be prepared which will show all of the proposed improvements to successfully complete projects. The plans will be concise and constructible showing the disposition of all existing facilities within the project area and limits of all proposed improvements so the project can be bid and constructed with a minimal number of questions/requests for information. Base plans of the project site will be prepared at the appropriate scale and final plans can be provided to the City digitally. Base plans will display existing topographic features and accumulated data, including pipe stationing, rights-of-way, surface features, pertinent street or other reference alignment stationing, and existing utilities.

Based on the approved Preliminary Engineering, utility research, base mapping, and topographic survey prepared during the preliminary engineering phase, Psomas will prepare plans, profiles and details for a proposed

improvement project and any utility line relocations. PS&E packages will be prepared for submittal to the City at Draft, Final Draft, and Final (100%) completion levels. Depending on project improvements at hand, the PS&E package may include the following:

- ▶ Title Sheet including Index Map
- ▶ Typical Section and/or Details
- ▶ Street Plans and Profiles
- ▶ Grading and Drainage Plans (for parking lot/ADA projects)
- ▶ Signal/Striping and Geometric Plans
- ▶ Details Sheets (including curb ramp details)
- ▶ Construction Staging/Traffic Control Plans
- ▶ Water Quality Management Plan, as applicable
- ▶ Storm Water Pollution Prevention Plan, as applicable
- ▶ Landscape Planting and Irrigation Plans, as applicable

Special Provisions

Psomas will also prepare special provisions to be incorporated into the boilerplate project specifications provided by the City, which are assumed to provide the notice inviting bids, instructions to bidders, bidder's information, agreement, bond and insurance forms, general conditions, and other applicable information. Final specifications, including special provisions and references to supplement the Standard Specifications for Public Works Construction (Green Book) and/or the Caltrans Standard Specifications, will be prepared and will include Federal provisions, as required.

Technical specifications may include dewatering requirements. Standard specifications will be included, as needed. Standard plans, special permitting requirements, potholing and geotechnical reports, and a sample contract, will be provided in the Appendix.

A final construction quantity estimate and bid schedule will be incorporated into the contract documents and an Estimate of Probable Construction Costs will be submitted. The final design package will then be submitted to the City and appropriate agencies for review and approval.

Calculation Backups

As required, Psomas will submit calculation backups pertinent to a PS&E submittal that may include hydrology, drainage, curb return, profile, and sight distance calculations.

Opinion on Probable Cost (Engineer's Estimates)

Psomas will furnish an accompanying Opinion on Probable Cost (also known as an Engineer's Estimate) for bidding and construction. Appropriate labor and material unit costs, recent bids and available databases such as Caltrans' Construction Cost Data will be used.

It is important the estimate resembles how bid items are to be organized to facilitate construction bidding and tabulation and final bid analysis for award.

Project Meetings and Coordination

Psomas strives to meet with project stakeholders on a regular basis to provide project status reports, updated schedules, and a list of outstanding issues and coordination required. The project status reports will identify the status of tasks, possible issues, and proposed solutions.

Biddability/Constructability Review

As a multidisciplinary firm, Psomas has found the most efficient method of managing project costs, minimizing schedule delays, and avoiding contractor claims is the Biddability/Constructability review (B/C review) performed before the project goes out to bid. The B/C review is performed by experienced construction managers who approach the project from the contractor's point of view. We monitor both the cost of the B/C review, and the savings achieved from that review, and find that on average **we are able to save our clients 20 times the cost of performing the B/C review when the project goes to construction.**

Bidding and Construction Phase Services

Assistance will be provided to City staff during construction bidding, including review and recommendation for approval of addenda and clarification to the plans and specifications. Our proposed Project Manager will typically attend the pre-bid meetings, respond to RFIs and addenda, and assist in bid evaluation. Psomas can also attend pre-construction meetings with the construction contractor and will be available to answer any questions that may arise. Our project team will review shop drawings and material submittals and make comments and recommendations as required. Informal field investigations, including the marking of removal areas, will be performed. Our project team will be available on short notice for on-site reviews of construction. Working with Geocon, inspection and testing services will be performed by soils technicians, deputy inspectors, and special inspectors as required. In order to be as cost-effective as possible, we will provide simultaneous inspections and testing services for different disciplines (geotechnical/deputy/special inspections) with a single, highly-qualified inspector, eliminating the need for a second inspector whenever possible. A Deputy Inspector will be provided for oversight and inspection as required. Field reports will be prepared and submitted on a daily basis and will be reviewed by Geocon's project manager, Lisa Battiato, CEG.

Geocon will prepare reports summarizing all observations, test results, analyses, and recommendations for services in a timely manner. Copies of the reports will be provided in electronic and/or hard copy format to allow projects to keep moving forward within the construction schedule. Based upon red-lined as-builts furnished by the City/Contractor, Psomas will revise the original construction drawings to reflect "Record Drawing" conditions and furnish final drawings in the format requested by the City.

EXHIBIT B

MODEL TASK ORDER

TASK ORDER NO. ___

CITY OF RIALTO

AND

[_____]

SECTION 1 – PURPOSE

The purpose of this Task Order is to authorize and direct [ADD CONSULTANT NAME] (“Consultant”) to perform with the Scope of Work specified in Section 2 below, in accordance with the provisions of the On-Call Services Agreement between the City of Rialto (“CITY”) Consultant dated [ADD DATE] (“Agreement”). This Task Order shall be incorporated into Exhibit A of the Agreement.

SECTION 2 – SCOPE OF WORK

The services authorized by this Task Order are presented in Attachment “A” – Scope of Services, which is attached hereto and incorporated by this reference.

SECTION 3 – COMPENSATION AND PAYMENT

Compensation shall be paid as provided in the Agreement. The total compensation for Scope of Services as set forth in Section 2 shall be as set forth in Attachment “B” – Compensation, which is attached hereto and incorporated by this reference. Total compensation for all services provided under this Task Order shall not exceed [ADD MAXIMUM TASK ORDER AMOUNT].

SECTION 4 – TIME OF PERFORMANCE

The services described in Section 2 of this Task Order shall be completed in accordance with the schedule set forth in Attachment “C” – Schedule of Completion, which is attached hereto and incorporated by this reference.

SECTION 5 – ITEMS AND CONDITIONS

All terms and conditions contained in the Agreement are incorporated by reference and remain in full force and effect.

Approved this _____ day of _____ 202_.

[SIGNATURES ON NEXT PAGE]

CITY OF RIALTO

By: _____
 Marcus Fuller
 City Manager

Date: _____

PSOMAS

By: _____
 Name
 Title

Date: _____

By: _____
 Name
 Title

Date: _____

ATTEST:

By: _____
 Barbara A. McGee
 City Clerk

APPROVED AS TO FORM

By: _____
 Eric S. Vail
 City Attorney

ATTACHMENT "A"
SCOPE OF SERVICES

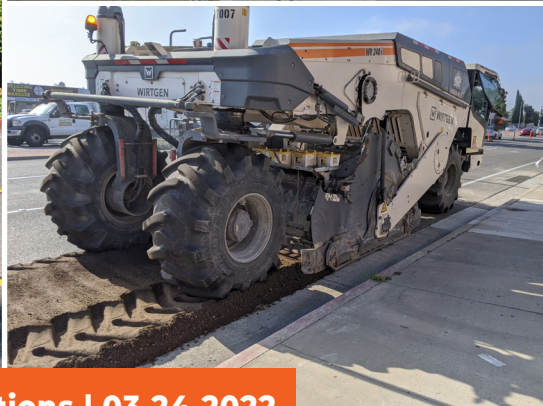
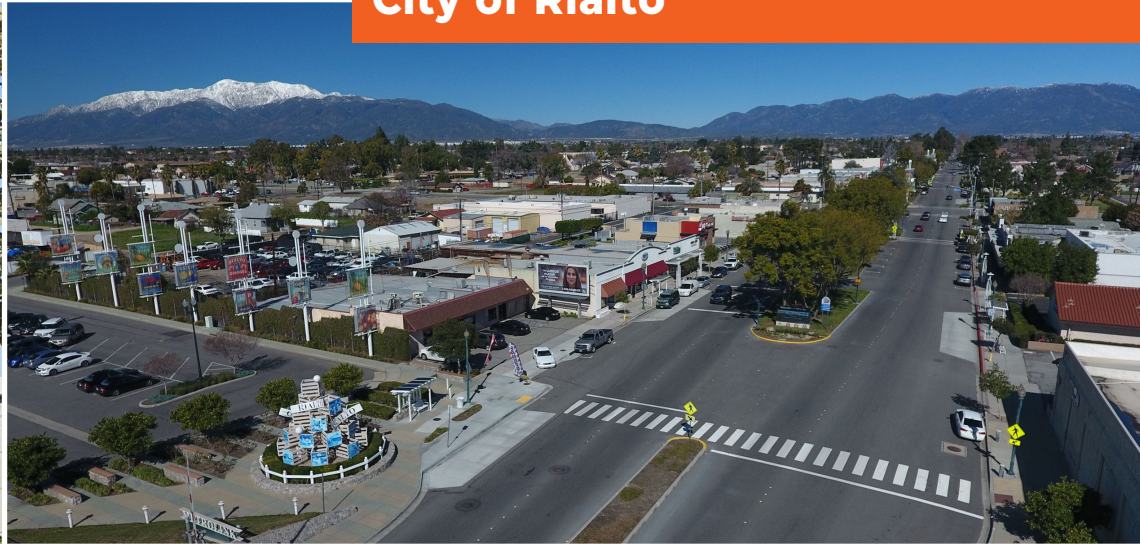
ATTACHMENT "B"
COMPENSATION

ATTACHMENT "C"
SCHEDULE OF COMPLETION

EXHIBIT "C"
SCHEDULE OF COMPENSATION

COST PROPOSAL: ON-CALL PROFESSIONAL CIVIL ENGINEERING SERVICES

City of Rialto



Statement of Qualifications | 03.24.2022

Submitted To:
City of Rialto, Public Works,
150 S. Palm Avenue, Rialto, California

P S O M A S

City of Rialto On-Call Professional Civil Engineering Services

3-Year Rate Sheet (est. April 2022 - December 2023)

ENGINEERING

Contract Manager/Project Manager	\$260
Project Manager II	\$245
Project Manager I	\$235
Assistant Project Manager	\$225
Sr. Project Engineer III	\$215
Sr. Project Engineer II	\$200
Sr. Project Engineer I	\$185
Project Engineer/Traffic Engineer III	\$170
Project Engineer/Traffic Engineer II	\$155
Project Engineer/Traffic Engineer I	\$140
Assistant Civil Designer	\$120
Civil Engineering Designer	\$135
Project Assistant/Administration	\$110

LAND SURVEY

Contract Manager/Project Manager	\$220
Construction Survey Manager	\$220
Project Surveyor III	\$190
Project Surveyor II	\$180
Project Surveyor I	\$170
Office Surveyor III	\$160
Office Surveyor II	\$150
Office Surveyor I	\$140
Staff Surveyor II	\$125
Staff Surveyor I	\$115
Photo Compiler	\$155
Land Surveyor - Prevailing Wage Party Chief	\$180
Land Surveyor - Prevailing Wage Chainman	\$170
Project Assistant/Administration	\$110

ENVIRONMENTAL

Contract Manager/Project Manager	\$255
Environmental Project Manager	\$230
Sr. Environmental Planner III	\$205
Sr. Environmental Planner II	\$195
Sr. Environmental Planner I	\$180
Environmental Planner III	\$175
Environmental Planner II	\$160
Environmental Planner I	\$138
Environmental Analyst	\$130
Environmental Technician	\$100
Biological Resources Manager	\$215
Sr. Biologist III	\$205
Sr. Biologist II	\$190
Sr. Biologist I	\$175
Biologist III	\$160
Biologist II	\$150
Biologist I	\$135
Field Technician	\$128
GIS Technician	\$100
GIS Manager	\$155
Project Assistant/Administration	\$110

CONSTRUCTION MANAGEMENT

Contract Manager/Project Manager	\$240
Senior Construction Manager III	\$240
Senior Construction Manager II	\$230
Senior Construction Manager I	\$210
Structure Representative III	\$200
Structure Representative II	\$190
Structure Representative I	\$180
ADA Compliance/Access Specialist	\$168
Construction Manager III	\$190
Construction Manager II	\$180
Construction Manager I	\$170
Construction Inspector III	\$195
Construction Inspector II	\$185
Construction Inspector I	\$175
Constructability Reviewer	\$210
Office Engineer	\$150
Scheduler	\$165
Estimator	\$165
Project Assistant/Administration	\$110

Reimbursable:

Mileage at \$0.505 per mile (or current IRS allowable rate) and parking expenses incurred by office employees are charged at cost. Prints, plots, messenger service, subsistence, air travel, and other direct expenses will be charged at cost plus ten percent. The services of outside consultants will be charged at cost with no markup.



DATE SUBMITTED:	3/24/2022
QVL:	City of Rialto On-Call Professional Civil Engineering Design Services - RFQ No. 22- 49
FIRM NAME:	Epic Land Solutions, Inc.
Overhead Rate %:	164.93%
Fee/Profit %:	10.0%

#	Classification Title - Name	Hourly Loaded Rate - June 30, 2022 to June 29, 2023	Prevailing Wage
1	Advisory Manager	210.17	
2	Senior Project Manager	154.10	
3	Project Manager	151.31	
4	Assistant Project Manager	101.59	
5	Senior Right of Way Agent	110.74	
6	Right of Way Agent	88.27	
7	Utility Coordination Lead	161.13	
8	Utility Coordinator	98.06	
9	Accounting	138.72	
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			

#	Direct Cost	Unit	Amount
1			
2			
3			
4			
5			
6			
7			

Notes	
1	The rates above reflect the direct salary rates for individuals that are currently anticipated to participate in work under this contract. The actual rate billed shall be based on the direct salary of the individual having performed the work, plus overhead and profit . These rates will be re-calculated at the beginning of each calendar year.
2	Staff billing rates provided include the Federal Acquisition Regulations (FAR) approved overhead rate for Epic Land Solutions, Inc. and are suitable for state and federally funded projects.
3	If the NTP is received after 120 days from this proposal, fees and billing rates may require revision.
4	There will be no markup for direct costs or subconsultant fees.



2021 SCHEDULE OF FEES

PROFESSIONAL SERVICES

Word Processor/Non-Technical Assistant/Draftsman/Dispatcher	\$90/hr
Engineering Assistant/Lab Technician.....	90/hr
Engineering Field Technician (Earthwork/Compaction Testing/Backfill).....	*80/hr
Special Inspector (Concrete, Rebar, Masonry, Welding, etc.).....	*85/hr
Engineering Inspector (Bottom Approval / Shoring / Foundations / Piles).....	*105/hr
LA City Deputy Grading Inspector (Bottom Approval / Shoring / Foundations / Piles).....	*120/hr
Staff Engineer/Geologist.....	*120/hr
Project Engineer/Geologist	*140/hr
Senior Project Engineer/Geologist.....	*150/hr
Senior Engineer/Geologist	*170/hr
Associate Engineer/Geologist	*195/hr
Principal Engineer/Geologist/Litigation Support.....	250/hr
Attorney Fees (General).....	350/hr
Deposition or Court Appearance.....	400/hr
Overtime/Saturday Rate/Night Rate (7pm – 6am w/ 8-Hr minimum per call out).....	1.5 X Regular Hourly Rate
Sunday and Holiday Rate.....	2 X Regular Hourly Rate
Minimum Field Services Fee (per day or per call-out)	4 Hours
Short-Notice Cancellation (after 4 pm of the day prior to the scheduled inspection time)	4 Hours
Short-Notice Cancellation (upon or after arrival at jobsite).....	4 Hours

*Prevailing Wage (PW) California Labor Code §1720, et. Seq add \$50/hr

TRAVEL

Personnel.....	Regular Hourly Rate
Subsistence (Per Diem).....	\$200/day
Vehicle Mileage	0.60/mile

EQUIPMENT, MATERIALS, & ANALYTICAL TESTS

Nuclear Density Gauge	\$10/hr	55-Gallon Drum65/ea
Sand Cone Testing Equipment.....	10/hr	Visqueen (6 mil 20X100').....	135/roll
Vehicle.....	10/hr	Traffic Cones/Barricades	35/day
Special Inspection Equipment5/hr	TPHg(EPA 8015B)	70/ea
Asphalt Cold Patch/Concrete (60-lb.), Cement (94-lb.).....	20/bag	TPHd/TPHmo.....	(EPA 8015M) 75/ea
GPS Unit.....	160/day	TPH Carbon Chain Breakdown	(EPA 8015M) 110/ea
Pick-up Truck	125/day	Methanol and/or Ethanol (EPA 8015M)	110/ea
Direct-Push Rig/Operator	165/190(PW)*/hr	Volatile Organic Compounds	(EPA 8260B) 110/ea
Direct-Push Sample Liner.....	10/ea	Semi-Volatile Organic Compounds.....	(EPA 8270) 180/ea
Hand-Auger	40/day	PAHs (EPA 8270SIM)	160/ea
Soil Sample Tube (Brass or Stainless)	10/ea	CAM 17 Metals (EPA 6010B)	170/ea
Bailer (Reusable)	33/day	Single Metal	(EPA 6010B) 20/ea
Bailer (Disposable)	15/ea	Hexavalent Chrome (EPA 7199)	60/ea
Stainless Sampling Pump	\$150/day	Organochlorine Pesticides (EPA 8081)	110/ea
Battery-Powered Pump	75/day	Organophosphorus Pesticides (EPA 8141)	125/ea
Water Level Indicator	40/day	Chlorinated Herbicides (EPA 8151)	125/ea
Interface Probe	85/day	PCBs (EPA 8082)	75/ea
Photo-Ionization Meter	125/day	Soil pH (EPA 9045C).....	20/ea
Combustible Gas Meter	125/day	WET or TCLP Extraction	75/ea
pH/Conductivity/Temperature Meter	50/day	EPA 5035 Sample Kits	25/ea
Turbidity Meter	80/day	Asbestos (PLM)	20/ea
Air Sampling Pump	80/day	Asbestos (400-point count).....	45/ea
Level D PPE/Decon Rinse Equipment	50/day	Sample Compositing	20/composite
Concrete Coring Equipment	165/day	48-hour Turnaround Time60% surcharge
Generator or Air Compressor	100/day	72-hour Turnaround Time40% surcharge
Distilled Water (5-gallon)	15/ea		



**Collaborative Access Studio, Inc.
2022/2023 Cost/Rate Schedule of Charges for
Architects, Engineers and Consultants
City of Rialto**

<u>classification</u>	<u>rate</u>
Principal Architect (CA) / Certified Access Specialist (CASp)	\$ 270
Senior Architect (CA) / Certified Access Specialist (CA CASp)	\$ 230
Certified Access Specialist (CA CASp) / Senior Building Code Consultant	\$ 215
Senior Project Manager, Certified Access Specialist (CA CASp)	\$ 200
Project Manager I	\$ 165
Senior Technical/GIS Project Manager	\$ 165
Accessibility Specialist / Site Evaluator	\$ 165
Technical Staff II	\$ 135
Technical Staff I	\$ 110
Architect I (CA)	\$ 195
Intermediate Technical/GIS Analyst	\$ 150
CADD Operator	\$ 135
Accessibility Specialist / Programs Consultant	\$ 185
Professional Engineer (CA PE)	\$ 240
Clerical Staff	\$ 90

Notes:

- These rates apply to regular time, including telework, to be billed by CAS Inc. for hourly work to be performed by CAS Inc. and its Subconsultants.
Note: A federal, state, or local governmental agency may put into place travel restrictions due to the COVID-19 pandemic to minimize non-essential travel and to resume non-essential travel only in accordance with state and local regulations and guidance. Accordingly, the CAS Team' may elect to use remote technology to promote hygiene and social distancing (e.g., telework and virtual meetings), consistent with governmental COVID-19 pandemic-related health guidance.
- For CAS Team personnel based in the Los Angeles Metro area, travel to and from home or office location where personnel are based to project site is not a chargeable expense to the City of Rialto.
- Expenditures on behalf of the City of Rialto that are not for hourly work to be performed by CAS Inc. and its Subconsultants shall be considered a reimbursable expenditure, and such costs are to be reimbursed as a "direct expense" at actual costs (invoice/receipts required).



LANDSCAPE
ARCHITECTS

2022 Hourly Rates

Landscape Architectural Services

Principal	\$200
Associate	\$150
Project Manager	\$130
Landscape Designer	\$110
Agency Plan Checker	\$130
Agency Landscape / Irrigation Inspector	\$130
Administrative	\$100

Reimbursable Expenses

Travel

Employee Mileage *IRS Rate*

In-House

Reprographics

<i>In-House Black and White Bond Plots</i>	<i>\$0.39 per sq.ft.</i>
<i>In-House Black and White Mylar Plots</i>	<i>\$2.82 per sq.ft.</i>
<i>In-House Color Bond Plots</i>	<i>\$4.60 per sq.ft.</i>
<i>In-House 8.5 x11 Black and White Printing</i>	<i>\$0.06 per each</i>
<i>In-House 8.5 x11 Color Printing</i>	<i>\$0.55 per each</i>
<i>In-House 11 x17 Black and White Printing</i>	<i>\$0.12 per each</i>
<i>In-House 11 x17 Color Printing</i>	<i>\$1.10 per each.</i>
<i>Outsourced Laminating</i>	<i>cost plus 15%</i>
<i>Outsourced Mounting Drawings onto Boards</i>	<i>cost plus 15%</i>
<i>Outsourced Printing, Copying, Photography</i>	<i>cost plus 15%</i>
<i>Outsourced Messenger Services</i>	<i>cost plus 15%</i>

***CA State Sales Tax will be added to any applicable charges or invoices.*

Other

Approved Sub-Consultants *cost plus 15%*

*There is a 15% administrative fee on all reimbursables.
Invoices are due in 30 days.*

462 Stevens Avenue, Suite 107, Solana Beach, CA 92075-2042

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Landscape Architecture

Planning

Water Management

Graphic Communications

Principals: Mitch Phillippe, ASLA, CA LLA #3781 • Yale Hooper, CID, CLIA

Associates: Ling Chan, ASLA, CA LLA #5435, LEED AP • Denise Armijo, ASLA

Brett Allen, ASLA, CA LLA #6595, CID, CLIA, RWSS

EXHIBIT D

FEDERAL CONTRACT TERMS, CONDITIONS, AND REGULATIONS

As used in this Exhibit F, this Agreement may be referred to as the “contract,” and Consultant may be referred to as “contractor.” In performing its Work under the Contract, Contractor must conform to all applicable federal, state, and local codes, laws, ordinances, rules and regulations, which will have full force and effect as though printed in full in the Contract. In addition to the terms, conditions, performance obligations, and other requirements set forth in the Contract, Contractor must comply with the following federal contract terms, conditions, and regulations, which are incorporated by reference in the Contract:

1. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

41 CFR 60–1.4(b) provides:

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction Work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action will include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision will not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of Workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or Workers' representatives of the contractor's commitments under this section, and must post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction Work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in Work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. **Davis–Bacon Act, as amended (40 U.S.C. 3141–3148)**. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non– Federal entities must include a provision for compliance with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non–Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non–Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti–Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public Work, to give up any part of the compensation to which he or she is otherwise entitled. The non–Federal entity must report all suspected or reported violations to the Federal awarding agency.
3. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708)**. Where applicable, all contracts awarded by the non–Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard Work week of 40 hours. Work in excess of the standard Work week is permissible provided that the Worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours Worked in excess of 40 hours in the Work week. The requirements of 40 U.S.C. 3704 are applicable to construction Work and provide that no laborer or mechanic must be required to Work in surroundings or under Working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
4. **Rights to Inventions Made Under a Contract or Agreement**. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research Work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms

Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

5. **Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non–Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
6. **Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
7. **Byrd Anti–Lobbying Amendment (31 U.S.C. 1352).** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non–Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non–Federal award.
8. **2 CFR § 200.322 Procurement of Recovered Materials.** A non–Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

9. Certification for Contracts, Grants, Loans, and Cooperative Agreements. The parties to this Contract agree to comply with the provisions of 43 CFR 18, New Restrictions on Lobbying, including the following certification requirements:

In accordance with 43 C.F.R. § Part. 18, Appendix A, each of the parties to this Contract certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the parties, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the parties must complete and submit Standard Form–LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The parties must require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients must certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification must be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

10. Executive Order 13513 of October 1, 2009, Federal Leadership On Reducing Text Messaging While Driving. Text Messaging While Driving by Government Contractors, Subcontractors, and Recipients and Subrecipients. Each Federal agency, in procurement contracts, grants, and cooperative agreements, and other grants to the extent authorized by applicable statutory authority, entered into after the date of this order, must encourage contractors, subcontractors, and recipients and subrecipients to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or GOV, or while driving POV when on official Government business or when performing any Work for or on behalf of the Government. Agencies should also encourage Federal contractors, subcontractors,

and grant recipients and subrecipients as described in this section to conduct initiatives of the type described in section 3(a) of this order.

- 11. Drug-Free Workplace (2 CFR §182 and §1401).** The Department of the Interior regulations at 2 CFR 1401—Government-wide Requirements for Drug-Free Workplace (Financial Assistance), which adopt the portion of the Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq., as amended) are hereby incorporated by reference and made a part of this Contract. By entering into this Contract, the Contractor agrees to comply with 2 CFR 182.
- 12. Copeland Anti-Kickback Act (18 U.S.C. 874).** Contractor agrees to comply with the Copeland Anti-Kickback Act as supplemented by Department of Labor regulations (29 CFR part 5).