

PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF RIALTO AND
BUREAU VERITAS NORTH AMERICA, INC.

THIS PROFESSIONAL SERVICES AGREEMENT (herein "Agreement") is made and entered into this 11th day of February, 2025, by and between the City of Rialto, a municipal corporation and California general law city ("City"), and Bureau Veritas North America, Inc., a Delaware 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 No. 25-016, the performance of professional services related to "On-Call" Construction Management, Inspection, and Materials Testing Services, as defined and described particularly in Article 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 architectural services associated with Statement of Qualifications No. 25-016 On-Call Construction Management, Inspection, and Materials Testing Services. 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 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. 25-016; 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 B ("**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. 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 the commencement 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 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. The Contract Officer's determination shall be final and conclusive upon the Parties to this Agreement. 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 four 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 six 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:

_____	_____
Peter Ho	Vice President
(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) Comprehensive 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 comprehensive 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. 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 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 amended or cancelled by the insurer or any Party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. 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 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. Consultant hereby acknowledges that the 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 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 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 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. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. 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. Except where the Consultant has initiated termination, the 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 the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating Party need not provide the non-terminating Party 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. 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: Bureau Veritas North America, Inc.
220 Technology Drive, Suite 100
Irvine, CA 92614
Attn: Jay Thakare, Vice President
Tel: (949) 600-8631

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

BUREAU VERITAS NORTH AMERICA, INC., a Delaware corporation

By: _____
Tanya Williams
Interim 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 Construction Management, Inspection, and Materials Testing Services. Specifically, Consultant shall provide those services as outlined in its proposal dated November 26, 2024, included on the following pages.



SECTION C – Understanding On-Call Construction Management, Inspection, and Materials Testing Services

1. Project Work Plan and Methodology

1.A. Task Order Approach

The task order process will start with City issuing a task order assignment and, in response, BVNA will prepare a technical proposal with: a scope of services, a list of deliverables, a delivery schedule, a breakdown of proposed work, and a cost proposal in accordance with standard City procedures. All responses will use City's templates for preparation of individual task orders, providing standardized submittals and cost-cutting process efficiency.

BVNA's background and extensive experience on On-Call Projects in Southern California will ensure timely delivery of task orders on schedule and within budget.

1.B. Task Order Scope, Schedule, and Fee Development

BVNA conducts all consulting services by adhering to clearly defined contractual and technical procedures that ensure traceability and accuracy at every step. We will carefully review each task order to ensure that specific and unique requirements are identified in advance and that the most appropriate, qualified staff members are assigned to provide services that lead to innovative and sustainable solutions. Project Management procedures will be utilized to ensure accountability, using a variety of tools to keep all tasks on schedule and within authorized budgets.

Upon receipt of a task order for a specific project from the City, BVNA's Project Manager, Jay Thakare will review the specific elements of each task order and assess in-house and subconsultant technical resources for suitability and availability. Jay and key personnel will gather project information; determine key issues; conduct a site visit, if appropriate; and coordinate with the City's Project and Task Order managers to confirm the scope of work (SOW) and identify deliverables and the required technical documents. In coordination with the City, BVNA will then prepare a technical SOW, a task order-specific schedule, and fee proposal for review and consideration by the City. The rates used is per the rate schedule previously approved by the City for the contract.

 BVNA Team has completed more than 100+ task orders for Caltrans, and Counties and Cities in the Southern California in the last 3 years. We will draw on this experience that benefits the City.

The schedule will indicate the start and completion dates of all anticipated work elements appropriate for the scope and anticipated duration, and it will be updated monthly, or as-needed, to show critical path activities, predecessor and successor relationships, overall progress, and percent completion by subtask.

1.C. Managing and Delivering Task Orders

BVNA shall provide all construction management-related services necessary in accordance with project task orders issued by the City, as needed. Our scope of services shall include, without limitation, the services set forth in this section and parallel the services defined by the contract.

In the course of every project, there can always be issues that may arise which can have potentially serious impacts on costs and / or schedules if not addressed appropriately and early in the project timeline. As noted, such issues should be anticipated and addressed during the final design process or prior to the beginning of construction, before advertisement, via constructability review(s). It is strongly suggested to allow for a 95% final design review followed by a constructability review prior to advertisement and award; or no later than the NTP / pre-construction conference. A pre-bid review of the contract documents is an option but would need to be addressed with the City and the contractor.



It will be the responsibility of BVNA's CM / RE and assigned Project Inspectors for each contract to recognize any issues should they arise, in as practicable a manner as possible and manage effectively as soon as possible. We will effectively communicate our concerns to the City and the design team immediately so that corrective steps are taken to minimize construction impacts or delay. We feel that our team's outstanding understanding of City processes, stakeholder relationships, experience with similar project management and procedures on this type of project(s) provides us with an excellent foundation for anticipating potential problems and developing solutions in partnership with the City.

Such issues would be best addressed prior to the approval of final PS&E for both and no later than the NTP or at the pre-construction meetings and / or at the early stages of construction:

- Public and worker safety
- Project scheduling and sequencing
- Utility verifications and protection
- Traffic control and staging
- Public notifications and awareness (advanced and ongoing)
- Environmental (SWPPP, NPDES, ESA Environmental Sensitive Areas, noise, light, glare, exhaust, etc.)
- Community Outreach
- Accessibility of residents/business's during construction
- Contractor / equipment accessibility and storage
- Haul routes and staging of the various site locales (directions)
- Ingress / egress to project streets (directions)
- Accessibility of narrow streets and selection of equipment
- Construction equipment access and planning, routing (ingress/ egress and notifications)
- Identifying all local stakeholders
- Temporary & Permanent ADA compliance

Scope of Services

BVNA's scope of services covers construction management and / or inspection services for the City. Our team will work under the direction of designated City staff to construct a safe, quality project(s) on time and within budget. Our construction management and inspection staff are well-trained to support our outlined approach. BVNA's comprehensive construction services to the City include providing expert staff to support the City in the following areas:

- Safety
- Quality Assurance
- Effective Communication
- Environmental and Project Stakeholder Stewardship
- Labor Compliance Reviews
- Pre-Construction Services
- Construction Services
- Post-Construction Services
- Claims Suppression
- Federal Funding Compliance

We have available a comprehensive roster of highly qualified staff that includes a Project Manager; Construction Managers; Resident Engineers; Bridge / Structure, Roadway, Civil and Electrical Inspectors; a SWPPP Coordinator; and Construction Administration OE and Public Outreach staff to supplement the City's resources. Our ORGANIZATION CHART - shown in Section B.4 - and staff's experience, includes staff that will be available to the City. Our specific planned approach and scope of services will generally follow the tasks as outlined below and can be modified to tailor the specific needs on the project based on each task as acceptable to the City.



Effective Communications

It is our goal to provide the City with the means to request construction support services and have that work take place in a timely, efficient manner. The process will be streamlined and effective to make it easy for the City to contract for services needed. Project Manager, Jay Thakare, PE, will maintain close contact with the City to look ahead and plan for the City's Task Order requirements. We understand that while the City aims to plan out its needed resources from time-to-time, emergency or last-minute requests for staff could arise. We are prepared to respond to all requests for staff quickly and with the best staff to fit the requirements.

Task Order Assignment Methodology

Jay Thakare, PE, will be the primary point-of-contact with the City and the focal point for BVNA resources. BVNA's Team collectively has decades of experience working with public agency construction management and related services. Prior to the start of work, BVNA will tailor our standard Construction Manager Procedural Manual (Project Manual) to be responsive to the City and compliant with the CT-LAPM and project funding requirements through our Quality Control Process led by Jay Thakare, PE. The Project Manual will set out how the team intends to perform the work and will include the following elements:

- Clearly defined management roles and responsibilities
- Interface with the City and participatory stakeholders
- Overall public communication protocols
- Contact information
- Quality control procedures
- Project management and inspection procedures
- Invoicing format
- Project documentation procedures
- Safety procedures
- Reporting standards and guideline

Task orders will be used to define the way work will be staffed and performed, how and when the staff is assigned, what deliverables will be required, the task schedule and budget, and the parameters for monitoring performance.



Construction Services Coordination

BVNA will assume all designated duties and oversight on behalf of the City, coordinating all inspection and testing activities for the assigned contract. BVNA typically involves the project manager, resident engineer, and / or assigned project roadway or bridge inspector early in the contract to organize and set the preliminary process for execution, administration and documentation of the project. We anticipate preliminary meetings with City representatives will begin shortly after receiving the Notice of Award of contract, and we will be able to begin mobilization of personnel and begin planning and staging of projects in a timely manner.

Task Order Approach

Unquestionably, we see ourselves as an extension of the City's staff and consequently our mission is to meet the City's needs at every level. The City will benefit from our prior and current on-call construction engineering, inspection and CPM scheduling services contracts where we provide construction professionals ranging from Office Engineers to Range B/C, Range D, Principal



Assistant RE (Senior) Engineers. Based on our recent positive feedback from Caltrans REs, Seniors, ACMs and Office Chiefs and Caltrans Contract Managers (04A4256, 59A0894, 59A0841 and 59A1000) we will continue to utilize our current high performing staffing work plan while continuously looking for ways to better ourselves to be the consultant of choice for the City. We have refined our approach and have broken the implementation down into four phases of the task assigned. In the first phase, initiating and planning, we will continue to work closely with the City's Project Managers to identify staffing requirements, unique aspects, schedule, budget, and acceptance of consultant personnel. During the second phase, staffing, execution and controlling, we will ensure the continuity of our staff that will be working on the City's task orders (TO) and then we will continue to maintain regular contact throughout each task order, to keep abreast of personnel needs, to provide guidance and continuous training and support to our assigned personnel, and to monitor and assure their performance met or exceed the City's expectations at every level. The third phase will be continuous checking, evaluating and improving our high-performance service. Not only highly qualified and trained personnel (right people for the right job) is a prerequisite for success but we must not overlook the importance of accurate accounting/budgeting and timely progress reporting and invoicing for each TOs. The administration task of TO budgeting/accounting is to ensure continuous monitoring of the status of the construction projects, whereby underutilized funds in the TO are timely accounted for and transferred out from the TO. The final phase will be the closeout of the task order, where we will ensure the TO is done timely and accurately. We have consistently received positive feedback from Caltrans Seniors, Office Chiefs, Resident Engineers, ACMs, Structures Reps, as well as Contract Managers and other project staff, on the effectiveness of this approach.

Along with monitoring and assuring performance of our staff, key elements of managing the contract will be budget tracking, staffing forecasts, and timely progress reporting. We will work closely with the City's Project Manager to establish report and information tracking formats that will provide the management information necessary for oversight of our contract and budget status, and will not be different than our past and current Caltrans contracts. This approach will enable us to assist the City in managing the interaction of the four elements of any project through its lifecycle: Experience Personnel ▪ Knowledge of Processes ▪ Responsiveness ▪ Right PM Tools.

The following is a brief outline of our typical approach and scope of work.

Task 1- Pre-construction Services

Pre-Construction Documentation – BVNA shall review drawings and specifications to ensure completeness and clarity. Prior to breaking ground, BVNA's RE/SR or Construction Inspector shall use digital equipment to photograph and video the entire project including surrounding properties to develop an "as-is" condition record. The entire project shall have photos and video taken weekly.

Pre-Construction Meeting – The team will attend a pre-construction conference with the contractor and subcontractors to discuss the work involved, safety issues and to address issues that need to be discussed and resolved before work commences. During this conference, we will provide environmental awareness training regarding regulatory agency compliance measures.

We will prepare and distribute a comprehensive environmental compliance handout and associated checklist to ensure that contractors working onsite are aware of the primary issues of concern and the measures required. This compliance handout will contain field forms, including daily logs, phone records, emergency / action item forms, non-compliance reports and a list of emergency contacts, agencies and phone numbers for distribution to BVNA personnel and posting at the site.

Construction Meetings – During the coordination and pre-construction conference, the City, contractor and BVNA representative(s) will agree on scheduling of construction meetings to review progress, status and budget. These meetings will



provide data and input for future decision-making and alert the project principals of potential problems or deviations from the project budget, schedule or construction.

Contract Documents – As an extension and continuation of the pre-construction plan checks, we will utilize our field inspectors and project personnel to ensure compliance with the established specifications, material selection and contract requirements and implementation. Our resident engineers, construction manager(s), office engineers and / or construction inspectors (roadway and bridge) to be assigned are all experienced in the types of projects outlined in your RFP and CIP plus familiar with the requirements of various funding programs. Our project records shall be kept in accordance with CT-LAPM and City requirements in which utilize the Category File Management System.

Progress Reports – We will compile and prepare weekly and monthly progress reports from daily field observations and inspections. Our inspection team will use a daily diary; daily digital photos will be recorded and archived as project documents. BVNA's monthly reports will contain schedule progress, budget issues, phases of construction completed and potential problems that might affect the schedule. Finally, the reports will contain the projected schedule and anticipation of work for the next reporting period.

Stakeholder Coordination – Close schedule control and monitoring will assist in coordination with the utilities to work at the best times to affect utility service. Also, close identification of utility supply lines, cables or other associated items must be clear and accurate in order to avoid unforeseen accidents or damage to these utility items. Depending on the data gathered from the utility, plans can be made to schedule work in such a way as to minimize the impact to the delivery of services for each utility. Other stakeholder coordination will be implemented through a robust public outreach plan for project notifications and update to local residences and businesses.

Task 2- Construction Management Services during Construction

Quality Control – The development and evolution of our QC Plan is designed to be used on numerous projects to conform to both Caltrans and FHWA requirements and is designed to mirror the FHWA audit process. BVNA thus focuses on quality control and assurance in three main areas during construction on all projects:

- Quality control and quality assurance for materials used in projects and incorporating materials with all applicable specifications
- Contract administration and documentation quality control
- Construction safety

The BVNA Team will assure quality by adhering to the City's guidelines, addressing soils testing, aggregates, asphalt and other construction materials. Pay quantity documents are checked to ensure proper calculation. Pay quantity documents will be compared to material release forms to ensure that payment is made only for the released material amount. Contract change order payments will be checked to assure they concur with the change order.

Additionally, our corporate quality assurance/quality control representative will visit projects periodically to check diaries and pay quantity documents. These diaries are checked for complete information, which is an important tool in confirming the contractor's work is compliant with the contract, avoiding claims and protecting the City or other affected stakeholder(s).

Shop Drawings – Drawings will be compared for compliance to the accepted standards established for the project and submitted for approval from the appropriate party, including the City, regulatory agency, designer or other engineering consultants.



Project Submittals – Concise and clearly indicated documents will be established and maintained for any and all project submittals. These submittals will be closely reviewed and compared to established specifications and standards for the project. On any given project, there are project-specific items that will anticipate many submittals including the environmental and permitting portions of the project. All preparation of these submittals will be written with close coordination of the City, appropriate consultant or affected agency.

Construction Inspection – BVNA inspectors have experience providing on-call and project-specific inspection of transportation and infrastructure projects for counties, cities, Caltrans, transportation agencies and other municipalities throughout the state. All inspectors will be fully briefed on the project, key environmental constraints and requirements, and the construction objectives. Our construction engineers and inspectors ensure compliance with contract documents and safety regulations on transportation and other infrastructure projects.

Our inspection support work includes earthwork, excavation, pavement rehabilitation, improvements and / or overlays, grading, paving repair, electrical, landscaping, pavement delineation, retaining walls, seismic rehabilitation, transmission pipelines, storm drainage, utilities, traffic signals and electrical items, form work, reinforcing and structural steel, concrete placement, and various bridge improvements. Our construction engineers have extensive experience with submittals, contract change orders, pay estimates, and as-built drawings. Additionally, they are cognizant of critical airport operations and work with all team members to ensure these operations are not disrupted. Our specialty inspectors are also trained in QSP and / or QSD, ICBO, ICC, OSHPD, OSHA, and Cal / OSHA 10-hour.



Materials Testing – BVNA shall implement the City’s pre-approved Quality Assurance testing program and the Caltrans Construction Manual for the assigned project. The resident engineer shall be responsible for supervising and coordinating the materials testing program. Material test results will be reviewed, logged and filed within the projects FHWA approved filing system. Any failed tests shall be addressed and corrected with the contractor and appropriate correction measures will be taken and documented. A passed test will be coordinated with the inspector, to allow the contractor to proceed.

Testing shall be performed by subconsultant, Ninyo & Moore, that will provide Caltrans certified technicians and testing lab. Sampling and testing activities shall be conducted in accordance with the City Quality Assurance Plan. Shop inspection shall be based on the fabrication schedule of the contractor’s fabricator. Consultant’s RE/SR shall coordinate directly with the fabricator’s QC Manager throughout fabrication.

Ninyo & Moore will submit field reports of testing and observation every day they are on the project. Interim reports of test results shall be submitted quarterly. A summary report of the field observations and testing, and laboratory testing shall be provided upon the conclusion of the project. Unless otherwise noted, Ninyo & Moore will submit a reproducible copy of the interim and summary reports in PDF format. All materials testing will be recorded and logged by BVNA’s RE/SR and Construction Inspector.



Source Inspection – BVNA is ready to support the City with any ICC field welding or source inspection needs that may be required on a project. BVNA has more than 15 inspectors and 10 engineers with current or past experience at working as consultants to the Caltrans Office of Structural Materials as welding inspectors, source inspectors and / or Structural Materials Representatives (SMRs).



Traffic Control – The Traffic Plan and Control procedures will be reviewed by the construction manager / resident engineer in coordination with the assigned lead inspector. The continuous and safe movement of traffic through the specific project corridor and adjacent connecting city, county, rural, agricultural and /or public roads during construction for both AM and PM traffic, will be incorporated into the staging efforts. This effort should include assessment of any haul and delivery routes, farming access, maintaining emergency vehicle access at all times, ingress / egress to the project, pedestrian travel, detours or delays that may affect public or business safety and convenience. Safe and continuous travel through any of the affected corridor(s) must be ensured at all times, taking into consideration a wide variety of factors and users such as, school children, commuters, ranchers / farmers, equestrian, tourists, seasonal variations, delivery schedules, business access and adjacent residential flows. Traffic flows for both vehicular and pedestrian of adjacent local streets and trails will be monitored continuously over the course of construction and adjustments made as necessary in order to minimize or avoid localized impacts. Prescience will assure that all temporary striping & lighting does not affect the local motoring public or existing traffic patterns.

Specific review and oversight work will typically include:

- Review and analyze the project Traffic Management Plan during pre-construction review of the PS&E.
- Review staging plans and make recommendations for amendments, if needed.
- Coordinate with City staff and contractor to review the project and contractor’s baseline schedule to identify conflicts with the staging, haul routes, business activities, public safety and traffic management plans.
- Review the traffic management plan and staging plan for potential conflicts with adjacent or nearby projects that are under construction and / or with emergency vehicular accesses and recommend revisions to the project construction baseline schedules, as necessary.

Safety – We recommend adopting a safety program that establishes a protection performance goal for the City construction management engineering services. In the event of accidents, our staff will record, photograph and document the mishap and follow procedures to notify all proper agencies and authorities. In addition, we will be responsible for the enforcement of all state and federal regulations for construction activities including those identified in the Occupational Health and Safety Administration, and ensuring we are in compliance with the LAPM.

BVNA has extensive experience in developing and implementing project safety plans. Much of our experience is based on Caltrans requirements that consist of regular safety meetings and training. We will be responsible for the enforcement of all state and federal regulations for construction activities including those identified in the Occupational Health and Safety Administration, and ensuring we follow Chapter 16 of the CT-LAPM. BVNA recommends that we and the City collectively:



- Provide the project with guidelines for uniform safety system implementation that ensure strict compliance with statutory requirements
- Strive to eliminate personal injury and property damage, thus eliminating human suffering and reducing monetary loss
- Establish communication lines, responsibility, and accountability for the safety system
- Develop safety policies for areas and activities not covered by federal, state, or local standards



The BVNA Team can assist with safety program development and contract surveillance, as needed. The BVNA Construction Health and Safety Manual are available for use. It defines BVNA's guidelines for developing site-specific safety procedures and implementing compliance and enforcement stages of the safety program. Proposed BVNA staff members completed an in-house safety training program. Every 10 days, we will convene a safety tailgate meeting. Meeting minutes will be maintained in the project files. The traveling public's safety through construction zones and detour routes will remain BVNA's priority. Our construction personnel will review detours and partial closures to make sure signs are clear, merging distances and lighting during night operations is adequate and safe bike and pedestrian access is provided, where necessary.

Change Orders – No change order will be issued to the contractor without the City's prior approval. For any changes made within a City or Caltrans ROW, all change orders will be submitted to the respective agency in coordination with the City for their review and approval prior to issuance to the contractor.

The Construction manager / resident engineer will prepare a "Finding of Fact" statement that details the reason for the change or claim, chronology of events, schedule impacts, cost estimating and documents supporting the change or claim for distribution within the CCO package.

Claims Avoidance / Management – Should issues arise requiring a claim to be filed, the project manager or assigned resident engineer or project Inspector will review the merits of the claim and advise the City accordingly of such, if warranted. In the event of a dispute, our staff will always pursue resolutions in the best interest of the City, which is fair and will prevent further claim and / or subsequent litigation. Constant communication between the project manager / resident engineer or assigned Inspector and the contractor's representative will help to prevent the further risk of claims and greatly minimize the owner's risk. Most of the claims that arise should be resolved at the jobsite. We will prepare all documentation necessary for use in dispute resolution hearings.

Progress Payments – The project manager, resident engineer or assigned project inspector will provide the overall administration management for the construction management team commensurate on their assigned responsibility, with the specific responsibilities for administration, preparation, and approval of the construction contractor's monthly pay application in accordance with the contract documents and City procedures. The project manager, resident engineer or assigned project inspector will prepare quantities and estimates of work carried out before the 20th day of each month and recommend approval to the City. Cost accounting records such as progress payments and CCO status will be kept in accordance with the Caltrans Local Assistance procedures for consistency and audit.



Documentation of Quantities – The construction management team will maintain a complete and documented electronic set of records for each contract pay item in accordance with the approved schedule of values. It shall include all necessary data to support the respective quantity installed and paid to date. The pay records which can be subject to audit, will be maintained in a neat, orderly manner and kept up to date at all times.

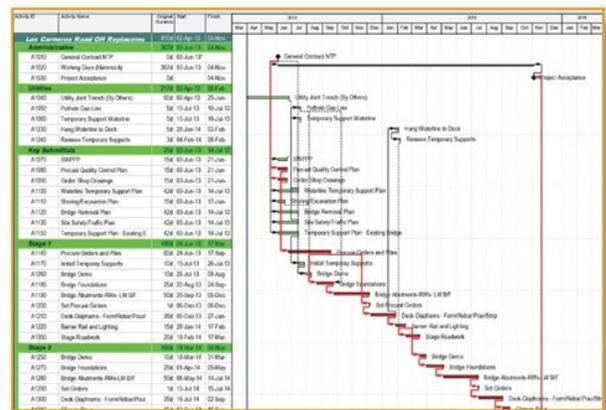
The construction management team will file monthly pay estimate forms and contractor monthly request-for-payment forms in pay folders for each month. For example, the backup information for each pay item will be filed in Category 48, “Contract items.” The construction management team will then be able to go to Category 48 to research individual histories for each item. The construction management team is responsible for having at least one pay sheet per item per month as work proceeds.

Schedule Control (Construction Management Responsibilities) – The project manager, construction manager/resident engineer or assigned project inspector will review the contractor’s baseline schedule and monthly updates using the latest version of Primavera P6 and Claim Digger software. The review and acceptance of the contractor’s progress schedule is for compliance with the requirements of the contract documents only. Project schedule review activities include:

- Baseline schedule reviews
- Stakeholder coordination
- Utility conflicts / relocations
- Unforeseen conditions
- Clearance issues / conflicts / safety issues
- Environmental mitigation / permitting
- Delays in procurement
- Third Party coordination /cooperation

The project manager, resident engineer or assigned project inspector will not allow the contractor to change future logic, activity durations, etc., in a monthly update. The only allowable changes to the schedule will be as-built updates (Time Impact Analysis) allowed by contract provisions.

Weekly Statement of Working Days will be used to track contract time. Contract provisions hold the contractor to liquidated damage penalties for not finishing with the allocated time. The work shall be executed to completion in accordance with the specified schedule, subject to adjustment in accordance with the requirements of the contract documents

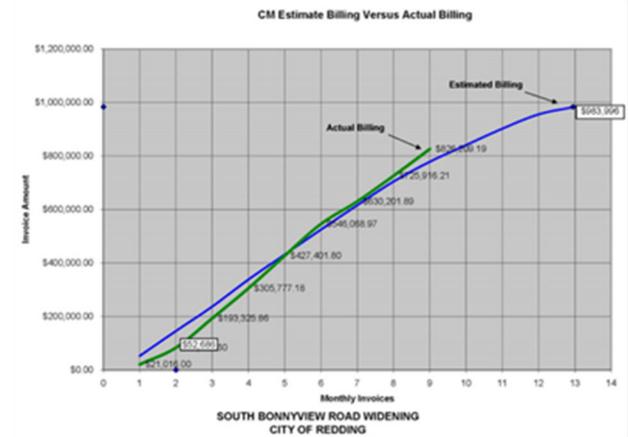


Budget Tracking – Our Cost and Budget Control Plan will include validating the assigned project budget, recognizing any uncertainty within the budget with line item contingencies, and providing descriptions of those uncertainties, all within a clear reporting structure. Special attention will be given to value engineering from level prior to the final PS&E (or advertisement) and to potential cost drivers on the project. Equally important, after construction is awarded, the BVNA Team will require the contractor to provide work plans for critical activities, as necessary, and will review each plan for optimal production, using techniques like early procurement, concurrent submittals, reduced submittal review times and concurrent construction activities.



We will continually track the progress of the work, including changes, and verify that the contractor’s invoices are accurate and complete through the tracking process. Furthermore, we will create various allowances for unanticipated issues. The BVNA Team will keep the City and all affected stakeholders fully informed of all changes through regular reports on the status of the project budget.

Labor Compliance – Labor Compliance and review of certified payroll shall be carried out by BVNA’s Office Engineer who will review, track and organize certified payroll received from the contractor. BVNA’s construction inspector shall provide assistance by conducting field interviews and record accurate diaries to identify worker classifications and hours on the project



Public Information – BVNA shall disseminate information on the construction schedule, driving safety, and possible detours to the affected communities and the traveling public. The RE/SR shall coordinate with the City’s Public Affairs Department to inform them of road detours and changes that may be necessary. The RE/SR shall assist in all future public meetings as a forum for dissemination of information and proactive solutions prior to start of construction and during the course of construction.

QSD / QSP Water Quality Monitoring and SWPPP Support – BVNA highly trained staff includes certified QSD / QSP certifications for water quality monitoring, oversight and SWPPP support as needed. The assigned QSD for the specific project will prepare a site-specific Construction Site Monitoring Plan (CSMP) pursuant to the Construction General Permit (2009-0009-DWQ as amended by 2010-0041-DWQ). This work includes runoff and run-on monitoring. Preparation of a Rain Event Action Plan (REAP) every time NOAA predicts a 50% chance or more of a storm event is also required.

BVNA Team members have extensive understanding of the Construction General Permit (Order No. 2009-0009- DWQ, NPDES No. CAS000002). Team members have implemented the Construction General Permit (CGP) from all perspectives and types of construction, giving BVNA a well-rounded approach to stormwater compliance. We will review the Plans and Specifications per assigned task order or project, to determine the appropriate Risk Level for potential sediment impacts. The daily monitoring of all construction activity is an important responsibility that must be effectively enforced at all times.

BVNA can also assist the City for filing the NOI and NOT through the SMART system – the termination of the permit (NOT) is dependent on how the project is designed. Our QSP / QSD will provide the necessary guidance to meet these requirements.

Task 3 - Post Construction Services (Closeout)

Final Inspection – Our key team members and local inspection team will conduct the final inspection of all construction and issue either via Deficiency or Final Punchlist of outstanding items necessary for completion or repair in effort to obtain acceptance of work. Developments and production of documents attesting to project conformance with plans, specifications and approved change orders will be completed and submitted to the City. We will also maintain communication and interaction with any affected regulatory agencies to ensure permits can be closed out with the respective permitting agencies.

Project Closeout – All applicable documents listed in the RFP will be prepared, inventoried, reviewed and submitted to the City for review and accepting. Should a project be federally, or state funded, BVNA is familiar with Caltrans LAPM, Chapter 17 and will assist the City in completing all required forms to ensure full reimbursement for the project is obtained. Our core team members



have executed project close out numerous times. The RE/SR shall prepare and submit the following documents in accordance with Chapter 17 of the Caltrans Local Assistance Procedures Manual:

- Final Detail Estimate
- Change Order Summary (Exhibit 17-E)
- Final Report – Utilization of Disadvantage Businesses and Women-Owned Business Enterprises (Exhibit 17-F)
- Disadvantaged Business Enterprises Certification Status Change (Exhibit 17-O)
- Statement of Materials and Labor Used by Contractors Involving Federal Funds (Exhibit 17-H)
- Materials Certificate (Exhibit 17-G)

As-Built Plans – We will coordinate the recording and compilation of a record set of as-built drawings. We will provide a check on the drawings for completeness and accuracy, and make sure that the changes are properly noted and legible.

Contract Record Audits – BVNA ensure the City that our construction management approach will satisfy any project record audit conducted either by the City and / or Caltrans. We follow CT-LAPM Chapter 19 and conduct our own internal audit during (pre, during and post) construction phases.

Capability of Developing Innovative Techniques

BVNA Team is always at the forefront of employing innovative techniques within the confines of applicable codes and standards. The innovation can be a product, a process, an idea or other avenues, which can be used in design and construction that results in a benefit or improvement over existing procedures.

In the ensuing paragraphs, we briefly present the experience profile of a few of BVNA Team Members describing their capability of developing innovative or advance techniques.

Innovation Approach at during PS&E Development and CM. It's important to point out the BVNA Team brings a construction savvy innovated approach to our constructability reviews and construction management approach by being on the cutting edge of construction technologies and procedures. Our PS&E reviews will ensure that the most current specifications are being used. As an example:

- **Green Roads** - CalRecycle's Green Roads program promotes waste tires as a valuable resource and environmentally sound solution to solve engineering problems. Scrap tires can be ground and mixed with asphalt to pave roads, or shredded for use in landslide repair and embankments. These uses keep thousands of tires out of landfills with every project. Additionally, using tire-derived products frequently results in significant economic and energy savings and is the first step in helping the state reach its goal to recycle 90 percent of its unneeded tires.
- **Quite Decks** –Caltrans has prepared a Memo to Designer (MTD) 8-8 to modify the deck finish from transverse tinning to longitudinal tinning to dramatically reduce noise levels. Further Caltrans now included a quite deck specification in the 2015 Standard Specification 51-1.03F(5)(b). The specification requires decks to be either longitudinally tined or longitudinally ground and grooved. Both approaches reduce noise levels but the grooving and grinding specification produces the quietest deck. Given the location and the desire to minimize noise throughout the corridor, we would suggest consideration be given to requiring grinding and grooving to achieve the best possible noise reduction on the new 91/241 Toll Express Lane Connector and Oso Parkway Bridge. Though there is additional cost associated with grooving and grinding, however experience has shown this treatment consistently reduces noise to the lowest possible level.



- **Deck Crack Prevention** – Caltrans has recently issued CPD 16-13 to address bridge deck crack prevention. This directive allows for implementing a new specification to prevent premature bridge deck cracking. The specifications will modify the 28-day shrinkage requirement, require polymer fibers in the concrete mix, and revise the concrete curing methods.
- **Schedule and Cost Management** - Projects that will be administered in accordance with the Caltrans Construction Manual, as well as current policies and procedures will be required to utilize Caltrans standard forms for printing and filing. One technical innovation BVNA has successfully used on several previous Local Agency and Caltrans projects is the use of Primavera Contract Manager software that is fully customized to the Caltrans Construction Manual and 63 category filing system.
- **Cost Estimating** - BVNA uses Heavy Bid 2016, which is a powerful program commonly used in the construction industry. The software can combine labor, equipment, construction materials, permanent materials and subcontractor costs rolled up into standard bid items. Our construction background allows us to combine the right pieces of equipment, crew sizes and historical production rates in order to produce an estimated cost. This software will be able to provide an output which will be easily comparable to your Contractor's and Engineer's Estimate. In this format it will be easy to identify potential differences between team members, and where to focus the teams' effort during reconciliation meetings. The goal of which will be to find the most cost effective solution for the City.
- **Aerial Photography** - BVNA includes aerial photography and videos during the course of the project. These photos offer a tremendous display of the project for the City to use on the City's web page and social media (i.e. Facebook and twitter). As an example, BVNA invites City to our City of Larkspur Bon Air Bridge Replacement web page at <https://bonairbridge.com/>.

2. Defaulted/Terminated Projects

BVNA has never defaulted on a contract or had worked on any projects that were terminated.

EXHIBIT "B"

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. 7401-7671 q.) 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).

EXHIBIT "C"

"HOURLY RATE SCHEDULE"

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS) (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant Bureau Veritas North America, Inc. Prime Consultant Subconsultant 2nd Tier Subconsultant

Project No. _____ Contract No. RFP #25-016 Participation Amount \$ TBD Date 11/26/2024

For Combined Rate	Fringe Benefit % + General & Administrative %	=	147.63%
			Fee = 10%

BILLING INFORMATION	CALCULATION INFORMATION							
Name/Job Title/Classification ¹	Hourly Billing Rates			Effective Date of Hourly Rate From To		Actual or Avg. Hourly Rate ²	% or \$ Increase	Hourly Range - for Classifications Only
	Straight	OT (1.5x)	DT (2X)					
Jay Thakare, PE / Project Manager * Exempt, Non-Prevailing Wage	\$339.18	\$339.18	\$339.18	01/01/2025	12/31/2025	\$124.52	3%	
Janet Lee, PE / Construction Manager/Resident Engineer * Exempt, Non-Prevailing Wage	\$295.44	\$295.44	\$295.44	01/01/2025	12/31/2025	\$108.46	3%	
Elmo Delos Santos, PE / Construction Manager/Resident Engineer Exempt, Non-Prevailing Wage	\$289.77	\$289.77	\$289.77	01/01/2025	12/31/2025	\$106.38	3%	
Solomon Choi, PE, QSD,CCM / Construction Manager/Resident Exempt, Non-Prevailing Wage	\$286.37	\$286.37	\$286.37	01/01/2025	12/31/2025	\$105.13	3%	
David Cooper, PE, QSD / Construction Manager/Resident Exempt, Non-Prevailing Wage	\$267.87	\$267.87	\$267.87	01/01/2025	12/31/2025	\$98.34	3%	
Jim Adair, PE / Construction Manager/Resident Engineer Exempt, Non-Prevailing Wage	\$256.19	\$256.19	\$256.19	01/01/2025	12/31/2025	\$94.05	3%	
Andres Moreira, EIT / Construction Inspector Exempt, Non-Prevailing Wage	\$214.89	\$214.89	\$214.89	01/01/2025	12/31/2025	\$78.89	3%	
Armando Contreras / Construction Inspector Exempt, Non-Prevailing Wage	\$190.68	\$190.68	\$190.68	01/01/2025	12/31/2025	\$70.00	3%	
Mark Guillen / Civil / Structure inspectors * Non-Exempt, Non-Prevailing Wage	\$216.17	\$324.26	\$432.34	01/01/2025	12/31/2025	\$79.36	3%	
Reginald Agunwah, EIT / Civil / Structure inspectors * Non-Exempt, Non-Prevailing Wage	\$204.32	\$306.48	\$408.64	01/01/2025	12/31/2025	\$75.01	3%	
Ramon Mantuano / Civil / Structure inspectors Non-Exempt, Non-Prevailing Wage	\$208.33	\$312.49	\$416.65	01/01/2025	12/31/2025	\$76.48	3%	
Michael Nguyen, EIT / Civil / Structure inspectors Exempt, Non-Prevailing Wage	\$201.33	\$201.33	\$201.33	01/01/2025	12/31/2025	\$73.91	3%	
Rick Jensen / Civil / Structure inspectors Exempt, Non-Prevailing Wage	\$207.24	\$207.24	\$207.24	01/01/2025	12/31/2025	\$76.08	3%	
Hamid Boroomand / Civil / Structure inspectors Non-Exempt, Non-Prevailing Wage	\$258.77	\$388.16	\$517.55	01/01/2025	12/31/2025	\$95.00	3%	
Omid Khazari / Civil / Structure inspectors Non-Exempt, Non-Prevailing Wage	\$167.60	\$251.41	\$335.21	01/01/2025	12/31/2025	\$61.53	3%	
Jaroen Young / Civil / Structure inspectors Exempt, Non-Prevailing Wage	\$254.22	\$254.22	\$254.22	01/01/2025	12/31/2025	\$93.33	3%	
Danh Thai, PE / Electrical inspectors Exempt, Non-Prevailing Wage	\$277.21	\$277.21	\$277.21	01/01/2025	12/31/2025	\$101.77	3%	
Vidal Vellegas Zabala / Office Engineer * Exempt, Non-Prevailing Wage	\$163.44	\$163.44	\$163.44	01/01/2025	12/31/2025	\$60.00	3%	
Nicole Fierro / Office Engineer Exempt, Non-Prevailing Wage	\$130.61	\$130.61	\$130.61	01/01/2025	12/31/2025	\$47.95	3%	
Norie Corpuz, PE / Scheduler Exempt, Non-Prevailing Wage	\$254.44	\$254.44	\$254.44	01/01/2025	12/31/2025	\$93.41	3%	
Cheryl Brown / Office Engineer Exempt, Non-Prevailing Wage	\$104.19	\$104.19	\$104.19	01/01/2025	12/31/2025	\$38.25	3%	

- NOTES:
1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
 2. The cost proposal format shall not be amended.
 3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
 4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS) (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant : Bureau Veritas North America, Inc. _____

Prime Consultant Subconsultant

Project No. _____

Contract No. RFQ #25-016

Date 11/26/2024

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs for personal vehicle (IRS rate)		mile	\$	\$
Facilities Captital Cost of Money (FCCM)		0.16% of DL	\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
Subconsultant 1:				\$
Subconsultant 2:				\$
Subconsultant 3:				\$
Subconsultant 4:				\$
Subconsultant 5:				\$

Note: Add additional pages if necessary.

NOTES:

- List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
- Proposed ODC items should be consistently billed regardless of client and contract type.
- Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
- Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
- Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
- Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
- If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
- If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
- Add additional pages if necessary.
- Subconsultants must provide their own cost proposals.

Local Assistance Procedures Manual

EXHIBIT 10-H2

Cost Proposal

EXHIBIT 10-H2 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the

- Generally Accepted Accounting Principles (GAAP)
- Terms and conditions of the contract
- [Title 23 United States Code Section 112](#) - Letting of Contracts
- [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
- [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
- [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: Jay Thakare, PE

Title *: Vice President

Signature: 

Date of Certification (mm/dd/yyyy): 11/26/2024

Address: 125 Columbia, Ste A, Aliso Viejo, CA 92656

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who List services the consultant is providing under the proposed contract:

Construction Management/ Inspection
