PROFESSIONAL SERVICES AGREEMENT

BETWEEN THE CITY OF RIALTO AND

AECOM TECHNICAL SERVICES, INC.

THIS SERVICES AGREEMENT (herein "Agreement") is made and entered into this 14th day of September, 2021, by and between the City of Rialto, a municipal corporation and California general law city ("City"), and AECOM Technical Services, Inc., a California corporation, ("Consultant"). City and Consultant are sometimes individually referred to as "Party" or collectively as "Parties".

RECITALS

A. City has sought, by Request for Proposals No. 21-054, the performance of professional services related to Construction Management, Inspection, Community Outreach, Labor Compliance, and Geotechnical and Materials Testing Services for the City of Rialto 2020/2021 Street Overlay & Reconstruction Project (City Project No. 180807 & 210807), 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 perform those services.

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

D. 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.

In compliance with all terms and conditions of this Agreement, Consultant shall provide those professional services associated with Construction Management, Inspection, Community Outreach, Labor Compliance, and Geotechnical and Materials Testing Services for the City of Rialto 2020/2021 Street Overlay & Reconstruction Project specific only to City Project No. 210807 defined as Riverside Avenue from SR210 to Foothill Boulevard, and as specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. 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 first-class 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; (2) the Scope of Services; (3) the City's Request for Proposals No. 21-054; 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.

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 do 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. 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, 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 Contract Sum for the actual cost of the extra work or change, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or an amount not to exceed a total contract sum of Fifteen Thousand Dollars ($15,000), whichever is less, or any increase in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. Payment for additional services rendered by Consultant under this Agreement 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.

1.10 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Nine Hundred Seventy Two Thousand Four Hundred Forty Three Dollars and Zero Cents ($972,443.00) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.9.

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.

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.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively, pursuant to Section 1.9.

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.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect through completion of the services related to City of Rialto 2020/2021 Street Overlay & Reconstruction Project specific only to City Project No. 210807 defined as Riverside Avenue from SR210 to Foothill Boulevard, (the "Project"). For purposes of establishing a term, this Agreement shall terminate on June 30, 2023, unless further extended by the City Manager due to an extension in the construction schedule for the Project.

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:

Andres Roldan	Vice President
(Name)	(Title)
Chris Mockus	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.

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:
AECOM Technical Services, Inc.
300 South Grand Avenue, Suite 1100
Los Angeles, CA 90071
Attn: Andres Roldan – Vice President
Tel: (213) 593-8000
Fax: (213) 593-8178

With copy to:
AECOM Technical Services, Inc.
300 South Grand Avenue, Suite 1100
Los Angeles, CA 90071
Attn: Chris Mockus – Vice President
Tel: (213) 593-8000
Fax: (213) 593-8178

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:

CITY OF RIALTO, a municipal corporation

By: _____
Marcus Fuller, City Manager

ATTEST:

By: _____
Barbara A. McGee, City Clerk

APPROVED AS TO FORM:

Burke, Williams & Sorensen, LLP

By: _____
Eric S. Vail, City Attorney

CONSULTANT:

AECOM TECHNICAL SERVICES, INC.

By: _____
Signature

_____
Name

_____
Title

By: _____
Signature

_____
Name

_____
Title

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

EXHIBIT "A"

SCOPE OF SERVICES

Consultant shall provide Construction Management, Inspection, Community Outreach, Labor Compliance, and Geotechnical and Materials Testing Services for the City of Rialto 2020/2021 Street Overlay & Reconstruction Project specific only to City Project No. 210807 defined as Riverside Avenue from SR210 to Foothill Boulevard. Specifically, Consultant shall provide those services as outlined in its proposal dated July 20, 2021, included on the following pages.

B. Scope of Work

AECOM is ready to perform all the services as identified in the City's RFP. AECOM uses a standardized matrix, customized for each assignment, on all construction management projects as a proven tool to ensure complete services and total client satisfaction. The matrix below is the product of our robust understanding of the project and the City's needs.

Scope of Work Matrix

Pre-Construction Phase Task 1		
Activity	**AECOM Benefit**	**Deliverable**
Project Kick-Off Meeting	• Ensures open lines of communication and confirms project expectations from Day One.	• Meeting agenda and minutes.
Utility and 3rd Party Coordination	• Ensures all utility companies and 3rd parties completely understand their responsibilities in alignment with the project schedule. • Identifies City facilities to be protected at project start. • Complies with outlined Initial Study Mitigation Measure.	• Contact list for all parties, coordination meeting agenda/minutes. • Transit Coordination Plan with alternate bus stop locations and detours. • Includes adjacent cities, waste management, schools, and other stakeholders.
Photograph and Video Site	• Documents existing conditions in the event of site damage or other issue with claims potential for proactive claims prevention.	• Photos, dated, with labels and a video.
Pre-Construction Conference	• Addresses all concerns before the start of construction to avoid conflicts after starting work, protecting both schedule and budget.	• Meeting agenda/minutes.
Monthly Progress Reports	• Provides notification of job progress, tasks, deliverables, and anticipated tasks for the next month, and scheduled completion date.	• One hard copy and one electronic copy of the Monthly Progress Report.
Monthly Invoice (continues into future phases)	• Ensures control of consulting services budget for no cost surprises.	• Hard copy and electronic copy of the monthly invoice.
City Council Meetings (optional)	• Assists the City staff in swiftly responding to City Council requests.	• Attendance at the meetings.

Construction Phase Task 2		
Activity	**AECOM Benefit**	**Deliverable**
Bi-Weekly Progress Meetings	• Maintains ongoing effective communications among all stakeholders.	• Meeting agenda/minutes.
Process and/or Review Submittals	• Ensures that submittals are approved in a timely manner, without impact to schedule.	• Submittal approval log and approved submittals.
Track Quantities	• Provides a permanent record of work-in-place.	• Quantity calculation sheets for contractor progress payments, in City standard format.
Process RFIs	• Ensures that all questions are answered and documented quickly with no impact to the schedule.	• RFI Log.
Review CCOs and Resolve Disputes	• Ensures that only necessary CCOs are issued, eliminating unnecessary costs. • Utilizes available tools for dispute resolution, possibly including Partnering for swift response and eliminating unnecessary costs.	• Logs of potential and issued CCOs. • Approved CCOs and Partnering Session, if applicable.
Weekly Statements of Working Days (WSWDs)	• Provides a record of all working days, eliminating disputes.	• Weekly Statement of Working Days..
Environmental Compliance	• Ensures full compliance with environmental laws and regulations, keeping projects on schedule and without interruptions.	• Documentation of environmental compliance.
Labor Compliance	• Ensures compliance with labor laws and contract requirements, keeping projects on schedule and without interruptions.	• Verified certified payrolls, employee wage interviews, and liability insurance certificates.
Progress Payments	• Ensures contractor is paid only for completed, accepted work, including approved change orders, preventing issues impacting final closeout and acceptance.	• Certified payment request, in standard City format, including breakdown by project segment.
Project Document Control	• Meets City needs and passes all audit requirements. • Easy document retrieval for dispute resolution.	• Complete project files/logs in proper filing system. • File by project segment as required.
Contractor Schedule	• Ensures on-time project completion. • Provides documentation for dispute resolution.	• Progress schedules and correspondence.

Utility and 3rd Party Coordination	• Promotes on-time project completion.	• Permits, easements, and relocated utilities.
Construction Inspection and Safety Program	• Ensures all work is in compliance with contract, including "US Green Book" and City standards and applicable codes, with proper documentation as proof, including OSHA safety requirements.	• Daily Inspection Reports, with work in progress, weather, and labor force. • Noncompliance Reports and Deficiency Log. • Daily reports logs submitted to City at least weekly.
Maintenance of Traffic Inspection	• Ensures that the City provides protection for the traveling public through the jobsite, including pedestrians and truck traffic. • Maintains access for businesses, residents, and schools. • Promotes good will for all stakeholders.	• Documentation of traffic handling.
Monthly Project Reports/Photos	• Provides proper project documentation in the event of a dispute, allowing for swifter dispute resolution.	• Project history and labelled pictures with a log.
Construction Staking	• Ensures adequate survey control for construction and a complete Record of Survey at the project completion, recorded with LA County Recorder's Office.	• Survey notes, replaced monuments, and recorded Record of Survey.
Material Testing	• Ensures materials comply with contract and documents.	• Material test reports, certificates of compliance, tester certifications, equipment calibrations, and lab certification.
Public Outreach Assistance	• Ensures adjacent project stakeholders, especially businesses and schools, are aware of the project schedule and potential impacts.	• Public Outreach Plan/project flyers/door-to-door meetings, list of stakeholders. • Contact for additional public information
Traffic Engineering	• Minimizes traffic impacts and ensures safety for the traveling public, including pedestrians and truck traffic. • Addresses emergency response times in TMP. • Complies with Initial Study Mitigation Measure.	• TMP. • Approved Contractor Traffic Control Plan. • Approved cat-tracking, signage, and striping.

Post-Construction Phase Task 3		
Activity	**AECOM Benefit**	**Deliverable**
Final Inspection	• Ensures that all work is in compliance with the contract and delivers the projects on schedule.	• Punch Lists and Notice of Completion at Punch List completion.
As-Built Drawings	• Provides documentation for changes to the plans for a permanent record.	• As-Built red line drawings from contractor and final as-builts from design consultant.
Final Payment Certificate of Completion, Project Report	• Provides proper documentation of project completion for the City.	• Final payment request, Certificate of Completion, and Final Project Report.
Claim Analysis, Dispute Resolution	• Ensures claims are resolved quickly and fairly without impacting projects closeout.	• Claims briefs, negotiations, and negotiated final change orders.
Project Files	• Provides a permanent project record for the City.	• Hard copy and electronic files.

Approach to Completing Scope Of Work

Our team has identified the critical issues and provided potential mitigations that allows AECOM and the City to decisively pivot and drive the project schedule. This critical issue document is a living document, which will be continuously updated throughout the life of the project as conditions change and new information is gathered though recurring meetings with the contractor and stakeholders.

In addition, AECOM has drawn on our experience with local agency and Caltrans projects to create effective controls that keep low-risk items from having large impacts on the project. To create those controls, we use an approach of understanding, planning, execution, and reassessment that allows us to adjust as necessary to be as effective and efficient as possible. Effectiveness and efficiency come from having the right people on the right tasks performing the right work.

EXHIBIT "B"

"SPECIAL REQUIREMENTS"

None.

EXHIBIT "C"

"SCHEDULE OF COMPENSATION"

Consultant shall be compensated for all of the tasks related to its scope of work in accordance with the Consultant's cost proposal document dated August 31, 2021, included on the following pages.

Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.9.

The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

The total compensation for the Services shall not exceed $972,443 as provided in Section 2.1 of this Agreement.

The Consultant's billing rates for all personnel are included in Consultant's cost proposal document.

Cost & Price Form

NAME OF CONSULTANT	TITLE OF PROJECT
AECOM Technical Services, Inc.	**City of Rialto - RFP No. 21-054 - Construction Management, Inspection, Community Outreach, Labor Compliance, and Geotechnical and Materials Testing Services for the 2020/2021 Street Overlay & Reconstruction Project. Project No. 210807**

1. LABOR	**2021**			**2022**		
	HOURS	**FULLY BURDENED RATE**	**COST**	**HOURS**	**FULLY BURDENED RATE**	**COST**
Construction Manager/Resident Engineer	328	$250.00	$82,000	670	$250.00	$167,500
Safety Coodinator	24	$179.63	$4,311	32	$179.63	$5,748
Office Engineer	328	$118.46	$38,855	670	$118.46	$79,368
Inspector 1	552	$147.41	$81,370	1,104	$147.41	$162,741
Inspector 2	140	$151.70	$21,238	300	$151.70	$45,510
OT, as needed for Inspectors	45	$215.01	$9,675	91	$215.01	$19,566
Schedule and Claims Supports	40	$217.24	$8,690	48	$217.24	$10,428
TOTAL	1,457		$246,139	2,915		$490,861
			TOTAL LABOR			$737,000

2. OTHER DIRECT COSTS				
	Quantity	Unit Rate	Unit	COST
Field Office Rent	10	$1,800	month	$18,000
Miscl Office Furnishings	Actual	LS		$2,500
Vehicle Usage	20	$973	month	$19,460
Field & Safety Equipments				$750
Field Office Supplies				$550
Printing & Reproduction				$550
Miscellaneous				$100
Mileage				$545
			TOTAL ODC	$42,455

3. SUBCONSULTANTS:	
Costin Public Outreach Group	$39,731
GUIDA Survey	$6,000
G3Quality, Inc.	$88,681
The Solis Group	$18,576
TOTAL SUBCONSULTANTS	$152,988

4. Task No. 4:	
Additional Services	$40,000
* Task Number 4 requires an additional written authorization from the City prior to start of work by AECOM	
TOTAL TASK NO. 4	$40,000

5. TOTAL PROPOSED PRICE (sum of lines 1, 2 and 3)	**$972,443**

DATE	SIGNATURE AND TITLE OF AUTHORIZED REPRESENTATIVE OF CONSULTANT
8/31/2021	 Andres Roldan, Vice President

AECOM Technical Services, Inc.

RFP No. 21-054 - Construction Management, Inspection, Community Outreach, Labor Compliance, and Geotechnical and Materials Testing Services for the 2020/2021 Street Overlay & Reconstruction Project

August 31, 2021

Assumptions:

1) Pre-Construction services projected to take 2 weeks
2) Construction projected to start in September 20, 2021.
3) Closeout projected to take 1 month.
4) Assume minimal overtime hours.
5) Straight time will be billed for all work performed on-site up to 8 hours each day, Monday through Friday. Overtime will begin after 8 hours, Monday through Friday and first 12 hours on Saturdays. Double time will begin after 12 hours, Monday through Saturday, and on Sundays and holidays.
   (a) Overtime - will be billed 1.5 times the Straight time billing rate
   (b) Sundays - will be billed 2.0 times the straight time billing rate
6) Night shift differential will be billed on night work.
7) Field vehicle will be assigned to Construction Manager/Resident Engineer and Inspectors. Vehicle cost will be pro-rated by hours worked per month.
8) Task No. 4: Additional Services - requires an additional written authorization from the City prior to start of work by AECOM

CITY PROJECT NO. 210807

LABOR HOUR

Construction Stages			PRE-CONSTRUCTION		CONSTRUCTION												POST-CONSTRUCTION				TOTAL
YEAR			2021						2022												
MONTH			J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	
Classification	Name	FIRM	-2	-1	1	2	3	4	5	6	7	8	9	10	11	12	+1	+2	+3	+4	
Construction Manager/Resident Engineer	Nazem Moussa	AECOM		0.0	40.0	96.0	96.0	96.0	96.0	96.0	96.0	96.0	96.0	96.0	64.0	30.0					998
Safety Coodinator	Devon Molitor	AECOM				8.0	8.0	8.0	4.0	8.0	4.0	8.0	4.0	4.0							56
Office Engineer	Hadi Haikal	AECOM		0.0	40.0	96.0	96.0	96.0	96.0	96.0	96.0	96.0	96.0	96.0	64.0	30.0					998
Inspector 1	Jonathan Le	AECOM			40.0	168.0	176.0	168.0	168.0	160.0	184.0	168.0	168.0	176.0	80.0						1656
Inspector 2	Brian Price	AECOM				50.0	50.0	40.0	50.0	50.0	50.0	50.0	50.0	50.0							440
OT, as needed for Inspectors		AECOM				15.0	15.0	15.0	16.0	15.0	15.0	15.0	15.0	15.0							136
Schedule and Claims Supports	Richard No	AECOM			8.0	16.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0							88
Task No. 4: Additional Services		AECOM	Allowance of $40,000, requires an additional written authorization from the City prior to start of work by AECOM																		0
Public Relations	TBD	Costin	Refer to Costin Public Outreach Group's Cost Proposal																		0
Surveying	TBD	GUIDA	Refer to GUIDA's Cost Proposal																		0
Materials Testing	TBD	G3Quality	Refer to G3Quality's Cost Proposal																		0
Labor Compliance	TBD	Solis	Refer to Solis Group's Cost Proposal																		0
TOTAL PERSONNEL			0.0	0.0	128.0	449.0	449.0	431.0	438	433	453	441	437	445	208	60	0	0	0	0	4372

AECOM TECHNICAL SERVICES, INC.
For City of Rialto - RFP No. 21-054
Construction Management, Inspection, Community Outreach, Labor Compliance, and Geotechnical and Materials Testing Services for the 2020/2021 Street Overlay & Reconstruction Project
Project No. 210807

Schedule of Fees and Charges

Classification	Office/ Field	Low/High	Unburdened Rate	Fully Burdened Hourly Billing Rate For 9/1/2021 9/30/2022
Principal-In-Charge	O	L H	$ 125.00 $ 155.00	$ 317.21 $ 393.34
Construction Manager/Resident Engineer	F	L H	$ 115.00 $ 135.00	$ 261.98 $ 307.54
Office Engineer	F	L H	$ 50.00 $ 85.00	$ 113.91 $ 193.64
Inspector	F	L H	$ 75.00 $ 125.00	$ 170.86 $ 284.76
Safety Coodinator	F	L H	$ 55.00 $ 100.00	$ 125.30 $ 227.81
Scheduler	F	L H	$ 55.00 $ 120.00	$ 125.30 $ 273.37
Claims Support	O	L H	$ 95.00 $ 155.00	$ 241.08 $ 393.34
Project Administrator	O	L H	$ 35.00 $ 70.00	$ 88.82 $ 177.64

Notes:

1. The fully burdened classification ranges were developed using the following:

Office Overhead Rate: 130.70%
Field Overhead Rate: 107.10%
Profit: 10.00%
Escalation: 0.00%

2. Rates are subject to a 3% annual escalation starting October 1st, 2022.

3. Straight time will be billed for all work performed on-site up to 8 hours each day, Monday through Friday. Overtime will begin after 8 hours, Monday through Friday and first 12 hours on Saturdays. Double time will begin after 12 hours, Monday through Saturday, and on Sundays and holidays.
(a) Overtime - will be billed 1.5 times the Straight time billing rate.
(b) Doubletime - will be billed 2.0 times the straight time billing rate.

3. Field vehicle will be assigned to Construction Manager/Resident Engineer and Inspectors. Vehicle cost will be pro-rated by hours worked per month.

4. All Other Direct Costs (ODCs) - to be billed 'at cost' with backup provided.

City of Rialto Street Overlay and Reconstruction Project - Outreach Estimated Budget 210807

Job Category	Task	Rate	Hours	Cost
Community Outreach Program				
Outreach Manager	Develop strategies for project communication, needs, and issues. Manage team and budget, resource allocation, QA/QC. Attend weekly PDT meetings as necessary. Assist with collateral/video development stakeholder relation strategies.	$150.70	45	**$6,781.50**
Senior Outreach Specialist	Manage day-to-day outreach program including stakeholder interaction with first responder, city staff, public, business. Attend weekly PDT meetings and prepare weekly construction notices inclusive of interactive Google Map of closures and detours. Participate in corridor business visits. Develop collateral including introduction postcard, fact sheet/FAQ, flyers for specific operations/canvass. Work with city to maintain project webpage and create weekly social media posts. Staff community information pop-ups in neighborhood to provide information about project (per social distancing guidelines). Development of operation-specific closure short videos (Biteables). Respond to stakeholder inquiries.	$139.10	100	**$13,910.00**
Outreach Specialist *(Bi-lingual)*	Provide support to the Project Manager and Senior Outreach Specialist. Conduct ascertainments to build and maintain project database. Assist with collateral development including translation and coordination with vendors for graphic design and print. Coordinate and conduct business walks/visits. Create database of residents and businesses visited and include business contact information with concerns for any street closures. Maintain stakeholder log/database. Monitor social media. Staff community information pop-ups in neighborhood to provide information about project (per social distancing guidelines). Respond to stakeholder inquiries. Provide written and vocal translation as needed.	$104.33	90	**$9,389.70**
Graphic Designer	Design and develop project collaterals such as postcard, fact sheet, eblast template, FAQs, assets for online meetings, PPT template, and operation-specific flyer template.	$90.00	20	**$1,800.00**
Other Direct Costs (ODCs)				
Translation	Collateral translation	*at cost*		**$850.00**
Project hotline	Vendor subscription and usage	*at cost*		**$750.00**
Reproduction	Collaterals including postcard, fact sheet/FAQ, flyers for specific operations/canvass.	*at cost*		**$2,000.00**
Mailing	Mail costs	*at cost*		**$1,500.00**
Eblast platform (Constant Contact)	Eblast platform to send weekly/as needed construction alerts sent to database	*at cost*		**$750.00**
Canvass	Neighborhood door knocks with information about sensitive operations (nightwork/weekend work, noise, dust, vibration)	*at cost*		**$2,000.00**
			Total Labor	**$31,881.20**
			Total ODCs*	**$7,850.00**
			Total Cost	**$39,731.20**
**ODCs are estimated only and will be charged at cost.*				
***Groundbreaking is not included in budget; based on event location, design and production needs e.g., chairs décor, A/V, stage, catering, tent, podium, etc. the groundbreaking could total up to $10,000 for labor and ODCs.*				

GUIDA SURVEYING INC.

AECOM

Attn: Nazem Moussa

999 W. Town and Country Rd.

Orange, CA 92868

RE: City of Rialto cost proposal (RFP 21-054) - City Project Number 210807

Nazem,

Based on your approach and what you outlined for surveys, I would suggest the following:

One 2-person survey crew @ $315.00 per hour; 2 days at 8 hours = 16 hours; 16 hours x $315 per hour = $5,040.00

Management/scheduling/process field data = Project Manager @ $215.00 per hour; 2 days at 1.5 hours per day = 3 hours; 3 hours x $215 per hour = $645.00

If you budget $6,000.00/2 = $3,000 per 8-hour day you should be good. We can also break those into half days (4 hours @ $1,500) and give you more site visits, if needed.

Sincerely,

7/14/2021

Bernie McInally, Executive Vice President

July 14, 2021
Revised August 27, 2021

G3 Proposal Number: 1922

AECOM
Nazem Moussa
999 W. Town and Country
Road Orange, CA. 92868

Subject: Proposal to Provide Professional Quality Assurance Field Testing and Material Testing Services for the City of Rialto 2020 / 2021 Street Overlay & Reconstruction Project 180807 and 210807

Dear Mr. Moussa:

G3 Quality, Inc. (G3) appreciates the opportunity to provide professional quality assurance inspection and materials testing services for the referenced project. G3 is a **California Certified Small Business** with over 20 years of extensive experience successfully implementing quality assurance programs throughout California. Our team of experts are leaders in materials innovation and sustainable design. G3 maintains multiple Caltrans, AMRL, and CCRL certified laboratories in California and maintains fully integrated mobile laboratories. We are signatory to the Operating Engineers Local 12 Union and continually train, support, and employ highly experienced field inspectors and technicians.

We have assembled a strong team consisting of experienced materials and soils engineers and materials testing field and laboratory technicians. Our team will be led by project manager, Jordan Roper, PE a leader in municipality and agency developments. Jordan has extensive material testing experience, including projects for the Los Angeles County Department of Public Works, Los Angeles, Ontario, San Bernardino, and Redlands.

We sincerely appreciate your invitation to propose our services to you on this important project. If you have any questions or would like further information, feel free to contact our project manager directly at 562.321.9840 or jroper@g3quality.com.

Best Regards,

G3 Quality, Inc.

Chris C. Gerber
President

Jordan Roper, PE,
Project Manager

Enclosed:
Project Understanding and Scope of Services
Attachment A: Cost File
Attachment B: Standard Terms and Conditions
Attachment C: Additional Services Schedule of Fees

SBE Certified Number: 1753245 | DIR Registration Number: 1000005181

PROJECT UNDERSTANDING

Based on our review of the project plans and specifications, the project consists of pavement reconstruction and overlay along Riverside Avenue within the City of Rialto. The City's 2020 / 2021 Overlay and reconstruction program is split into two projects. Project 180807 includes the reconstruction and overlay of Riverside Avenue South of I-10 to the City Limit. Project 210807 includes the reconstruction and overlay of Riverside Avenue South of SR-210 to Foothill Blvd. Both projects consist of similar scope and size and include Cold Central Plant Recycling (CCPRACP) of the existing pavement, Full Depth Reclamation (FDR), Asphalt Rubber interlayer application (ARAM), Asphalt Rubber Hot Mix overlay (ARHM), isolated full depth dig outs (HMA) and minor concrete pavement repair (JPCP).

SCOPE OF SERVICES

G3 is proposing to provide Quality Assurance as-needed technical consulting, materials sampling and testing services for CCPRACP, FDR, ARAM, ARHM, HMA and JPCP materials. The scope of services for these bid items required by the project plans have been organized into the task items presented in the following Cost File (Attachment A).

QUALITY ASSURANCE MATERIAL TESTING SERVICES FEE

The estimated fee to implement and perform the quality assurance sampling and testing services for the subject projects is included in the Cost File (Attachment A). The Schedule of Values itemizes each professional services scope item and is presented as either a per shift daily rate, unit rate, or hourly rate. The attached schedule of values should serve as a guide only. All services including technical consulting and laboratory testing will be billed in accordance with the approved schedule of fees. The cost estimate presented shall be treated as a not to exceed without prior written authorization. G3's services will be billed as "time and expense" for all work performed as authorized.

SCOPE OF SERVICES LIMITATIONS

G3's Standard Terms and Conditions (Attachment B) are incorporated into and are an integral part of the professional services agreement. The cost file is based on an 8 hour standard work day. Overtime, as defined in Attachment B, extending beyond the proposed standard work schedule will be billed at 1.5x the hourly labor rate. Double-time, as defined in Attachment B, extending beyond the proposed standard work schedule will be billed at 2.0x the hourly labor rate. Services requested that are not specifically outlined in this proposal will be billed upon authorization on a time and expense basis in accordance with our Standard Schedule of Fees (Attachment C).

ATTACHMENT A: COST FILE

CITY PROJECT 210807

ATTACHMENT A. COST FILE
City of Rialto
2020/2021 Street Overlay and Reconstruction Project (Project No. 210807 RFB No. 21-049) RIVERSIDE AVE SOUTH OF 210 TO FOOTHILL BLVD.

DATE: 8/27/2021
BID #: 1922

SECTION 1: ATTEND PRE-CONSTRUCTION AND OCCASIONAL WEEKLY CONSTRUCTION PROGRESS MEETINGS

PROFESSIONAL SERVICE	RELATED PROVISIONS:	DIRECT LABOR - CLASSIFICATION / TITLE	ESTIMATED QUANTITY			
			AMOUNT	UNITS	UNIT RATE	FEES
Preconstruction Meeting Attendance, Materials Submittal Reviews and Site Visit, JITT Attendance	Assumed at one Precon Meeting, Materials Submittal Reviews and three PM site visit.	Project Engineer / Project Manager	**18**	HR.	$ 176.00	$ 3,168.00
Periodic Construction Meeting Attendance	Assumed at five 2 hour construction progress meeting attendance.	Project Engineer / Project Manager	**8**	HR.	$ 176.00	$ 1,408.00
					Subtotal:	**$ 4,576**

SECTION 2: PROVIDE QUALITY ASSURANCE MATERIAL INSPECTION AND TESTING DURING CONSTRUCTION

PROFESSIONAL SERVICE	RELATED PROVISIONS:	DIRECT LABOR - CLASSIFICATION / TITLE	ESTIMATED QUANTITY			
			AMOUNT	UNITS	UNIT RATE	FEES
Provide Caltrans Certified Materials Technician during - **Cold Central Plant Production**	Based on 8 hour field sampling and testing days. Overtime conditions apply.	Materials Tester - Group 1	**112**	HR.	$ 117.00	$ 13,104.00
Provide Caltrans Certified Materials Technician during - **Full Depth Reclamation**	Based on 8 hour field sampling and testing days. Overtime conditions apply.	Materials Tester - Group 1	**64**	HR.	$ 117.00	$ 7,488.00
Provide Caltrans Certified Materials Technician during - **Full Depth AC Base Course Reconstruction**	Based on 8 hour field sampling and testing days. Overtime conditions apply.	Materials Tester - Group 1	**16**	HR.	$ 117.00	$ 1,872.00
Provide Caltrans Certified Materials Compaction Technician during - **ARAM, ARHM and HMA Production**	Based on 8 hour field sampling and testing days. Overtime conditions apply.	Materials Tester - Group 1	**96**	HR.	$ 117.00	$ 11,232.00
Provide Caltrans Certified Plant Inspector / Tester - **ARAM, ARHM and HMA Production**	Based on 8 hour field sampling and testing days. Overtime conditions apply.	Materials Tester - Group 1	**48**	HR.	$ 117.00	$ 5,616.00
Provide Soil/ACI Concrete Tester - **Miscellaneous Subgrade and Aggregate Base Compation or Minor Concrete Field Tester**	Based on 8 hour field sampling and testing days. Overtime conditions apply.	Materials Tester - Group 1	**40**	HR.	$ 117.00	$ 4,680.00
Materials Control Engineer (Daily Project Management, Materials Testing Schedules, Report Review and Submittal).	Based on 1 Hour per day inspection or testing is performed	Project Manager	**40**	HR.	$ 176.00	$ 7,040.00
Internal Quality Manager - Final Materials Acceptance Report Submittal	Based on 2 Hours per month inspection or testing is performed	Internal Quality Manager	**4**	HR.	$ 165.00	$ 660.00
Quality Principal QA Review	Based on 2 total hours during construction	Principal	**2**	HR.	$ 202.00	$ 404.00
					Subtotal:	**$ 52,096**

SECTION 3: OTHER DIRECT COSTS

PROFESSIONAL SERVICE	RELATED PROVISIONS:	OTHER DIRECT COST	ESTIMATED QUANTITY			
			AMOUNT	UNITS	UNIT RATE	FEES
Laboratory Allowance for Required Materials Acceptance Testing	Based on LAPM and Greenbook Specification Acceptance Testing Frequencies. Billed on a per test basis.	See Appendix A - Laboratory Schedule of Fees	**1**	EA.	$ 24,217.00	$ 24,217.00
Nuclear Density Gauge	Per Technician during field compaction activities	Expense Item Billed per Unit	**324**	HR.	$ 8.00	$ 2,592.00
Concrete / Asphalt Coring Equipment	Per Technician during concrete or asphalt pavement work	Expense Item Billed per Unit	**6**	Day	$ 115.00	$ 690.00
Field Vehicles	Per Field Inspector or Technician	Vehicle Per Day	**41**	EA.	$ 110.00	$ 4,510.00
					Subtotal:	**$ 32,009**

SECTION 4: CONTINGENCIES OPTION

PROFESSIONAL SERVICE	RELATED PROVISIONS:	ESTIMATED QUANTITY			
		AMOUNT	UNITS	UNIT RATE	FEES
Overtime Contingency Allowance	Based on 10% Overtime. Overtime billed at 1.5 x hourly rate and Double-time billed at 2.0 x hourly rate	**0**	HR.	$ -	$ -
				Subtotal:	**$ -**
				QUALITY ASSURANCE MATERIALS TESTING BUDGET	**$ 88,681**

ATTACHMENT B: STANDARD TERMS AND CONDITIONS

STANDARD TERMS AND CONDITIONS

Working Conditions: Contractor to provide site access to inspection/testing locations.

Scheduling: Dispatch for services to be made minimum 24 hours in advance.

Completion: G3 Quality shall continue performance of the Scope of Work until completion or other termination pursuant to the terms of this Agreement.

Cancellation: Client may cancel or reschedule work anticipated to be performed the following day without charge by giving notice thereof before 4:00 p.m. of the preceding day for local inspections within 75 miles radius of the closest G3 Quality facility.

Insurance: G3 Quality agrees to procure and maintain at its sole expense worker's compensation insurance as required by law, automobile liability insurance, commercial general liability insurance and professional liability insurance for claims arising from the performance of this Agreement to the extent caused solely by the negligent acts, errors and omissions for which G3 Quality is legally liable. Upon request, Client shall be named as an additional insured on commercial general liability and automobile liability insurance for the parties set forth on Page 1 of this Agreement for claims covered by G3 Quality's insurance, subject to the limitation of liability set forth in these Terms and Conditions.

Minimum Charges (Inspection and Technician Personnel Only - Other Personnel Charged on Portal-to-Portal Basis)

2-Hour Minimum:	Inspector arrives at jobsite, no work to perform
4-Hour Minimum:	1 to 4 hours of inspection
8-Hour Minimum:	Over 4 hours of inspection

Regular Time: The first 8 hours worked Monday through Friday between 5:00 a.m. and 5:00 p.m.

Time and One-Half (All Types of Inspection): Any portion past 8 hours through 12 hours worked Monday through Friday and the first 12 hours on Saturday. Time and One – Half will be billed at a base fully loaded hourly rate multiplied by 1.35.

Double Time (All Types of Inspection): After the first 12 hours worked Monday through Saturday, all day Sunday, holidays, and the first Saturday following the first Friday in June and December. Holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day. Double Time will be billed at a fully loaded base rate multiplied by 1.78.

Shift Differential: For additional requested services, a $1.00 per hour shift differential premium will be charged for all inspection hours outside Regular Time of 5:00 a.m. to 5:00 p.m. Client agrees to provide 48-hour notice to G3 Quality prior to requiring a shift that will include hours falling outside this time period. Failure to provide such notice will result in that entire shift being billed at the Overtime Rate.

Meal Period: When personnel are required by their duties to work more than five consecutive hours without a one-half hour uninterrupted meal period, one half hour at double time rate will be charged in addition to any applicable overtime for actual hours worked.

Reimbursable Expenses: Parking, air fare, car rental, food, and lodging, etc. will be charged at cost plus 15% per processed invoice unless provided by client.

Subsistence: Subsistence on remote Projects will be charged per quotation.

Saturday Sample Pickups: Strict conformance with testing standards may require G3 Quality to perform certain work on Saturday. For example, concrete specimens cast on Friday must be picked up on Saturday in order to conform with ASTM C31, which requires specimens to be moved to their final curing location within 48 hours of casting. In the event of Saturday work, the rates and charges applicable to such work as set forth in Attachment "C" shall apply. G3 Quality shall not be responsible for negative test results, implications or outcomes in the event Client fails to approve and pay such charges.

Additional Requested Laboratory Testing Hours and Rush Testing: Laboratory testing will be billed on an hourly basis for non-standard tests. If testing is required to be performed on Saturdays, Sundays, holidays, or before 5:30 a.m. or after 4:00 p.m. on weekdays, an additional hourly charge with a minimum of one hour will be applied for the laboratory technician. 1.5 times regular test rate will be charged for rush testing.

Charges for Subcontracted Services: Subcontract services will be billed at cost plus 20%.

Fees, Billing and Payment. Charges for all services will be invoiced by G3 Quality and must be paid by Client in accordance with the Schedule of Values set forth in Attachment "A". Payment is due upon receipt of invoice and Client agrees that payment shall be made within thirty (30) days of receipt of invoice. If this Agreement or any part thereof is cancelled by Client after receipt of an oral report of findings, Client agrees that eighty (80) percent of the total fee shall be due and owing. Sums not paid within thirty (30) days shall be subject to a late payment charge equal to the greater of one and one half (1/12) percent per month or the maximum amount allowed by law. If Client disputes a portion of the fee owed, Client shall pay all remaining amounts due and owing pending resolution of the dispute. G3 Quality may suspend performance of or terminate this Agreement or any part of the Scope of Work upon reasonable notice for non-payment. The prevailing party in any action in connection with the enforcement of this Paragraph shall be entitled to recover its attorneys' fees. Jurisdiction and venue of all such actions and any other actions arising from this Agreement shall be in Los Angeles County, State of California.

Escalation Clause: The prices quoted herein for G3 Quality's services are binding until the 30th day of June of the year during which this Agreement is entered into. On July 1 of each year, the cost for the Scope of Work shall be increased by 3.5%. The charges for laboratory tests will be adjusted to cover escalations in G3 Quality's direct labor, general administrative and overhead expenses, on as-needed basis. Such adjusted charges shall become the agreed-upon basis for the continuation of work by G3 Quality.

Anticipated Costs: Client recognizes and agrees that any pricing indicated in this Schedule of Fees as anticipated costs, budget estimates, or the like are NOT guaranteed costs or maximums, lump sums or not-to-exceed totals. Client will be invoiced for all work performed.

Standard of Performance: The standard of care for the Scope of Work and all professional engineering, consulting and related services performed or furnished by G3 Quality under this Agreement shall be the care and skill ordinarily used by members of G3 Quality's profession practicing under the same or similar circumstances and in the same locality and at the same time the Scope of Work is performed. G3 QUALITY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, UNDER THIS AGREEMENT OR OTHERWISE IN CONJUNCTION WITH ITS SCOPE OF WORK OR OTHER PROFESSIONAL SERVICES.

Indemnification: Client shall indemnify, defend, and hold harmless G3 Quality from and against all claims, suits, damages, losses, expenses, costs, fees, obligations, liabilities, recoveries and deficiencies, including interest, penalties and reasonable attorneys' fees, that G3 Quality shall incur or suffer which arise or result from or relate

to the breach of or failure by Client to perform this Agreement, or any representation, warranty, covenant, duty or promise given or made by Client.

Limitation of Liability: IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE SCOPE OF WORK AND THIS AGREEMENT TO BOTH CLIENT AND G3 QUALITY, THE RISKS HAVE BEEN ALLOCATED SUCH THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOT WITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT, THE TOTAL LIABILITY, IN THE AGGREGATE, OF G3 QUALITY AND ITS OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES AND SUBCONSULTANTS, AND ANY OF THEM, TO CLIENT AND ANYONE CLAIMING BY OR THROUGH CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES, INCLUDING ATTORNEYS' FEES AND EXPERT COSTS, OF ANY NATURE WHATSOEVER OR CLAIMS EXPENSES RESULTING FROM OR IN ANY WAY RELATED TO THE SCOPE OF WORK OR THE AGREEMENT, SHALL NOT EXCEED THE TOTAL COMPENSATION RECEIVED BY G3 QUALITY UNDER THIS AGREEMENT, OR THE TOTAL AMOUNT OF $10,000, WHICHEVER IS GREATER. IT IS INTENDED THAT THIS LIMITATION SHALL APPLY TO ANY AND ALL DAMAGE, LIABILITY OR CAUSE OF ACTION HOWEVER ALLEGED OR ARISING. HOWEVER, IN NO EVENT SHALL G3 QUALITY BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES. G3 QUALITY SHALL HAVE NO DUTY, RESPONSIBILITY OR LIABILITY IN CONNECTION WITH THE SCOPE OF WORK OR THIS AGREEMENT UNTIL PAID IN FULL.

Reliance. Client understands and agrees that the Scope of Work governed by this Agreement is for Client's sole use and benefit and agrees not to authorize any third party to rely on the Scope of Work or any other work product of G3 Quality without the prior written consent of G3 Quality. G3 Quality acknowledges that Client may wish to allow others to rely on the work product of G3 Quality and agrees to extend reliance to others conditioned upon the execution of an appropriate agreement and collection of additional fees. Client acknowledges that the terms and conditions offered to others in connection with such reliance may differ from those set forth herein. Except as expressly provided for in a writing executed by G3 Quality, there shall be no third-party beneficiaries of this Agreement.

Employment Conditions: In consideration of this Agreement and other valuable consideration, the adequacy and receipt of which is acknowledged, Client agrees that during the term of this Agreement and for one year following the completion of the Scope of Work or other termination hereof, Client will not directly or indirectly, solicit, induce, or attempt to solicit or induce any employee, vendor, or independent contractor of, or consultant to, G3 Quality (an "Affiliate") to leave their employment or assignment with G3 Quality. Should any Affiliate of G3 Quality become an employee, temporary employee, vendor, independent contractor, or consultant of client or clients' subsidiaries, a placement fee equal to 40% of the full effective annual compensation package such Affiliate will be assessed and payable by Client to G3 Quality.

Termination. This Agreement may be terminated by G3 Quality immediately as set forth in Exhibit "B" (Fees, Billing and Payment") and if Client breaches a material provision of this Agreement upon reasonable notice to Client. Client may terminate this Agreement for cause if G3 Quality breaches a material provision of this Agreement and such breach remains uncured for a period of seventy-two (72) hours after receipt of written notice by G3 Quality. If this Agreement is terminated by Client other than for cause, Client shall be liable for and pay to G3 Quality all sums due for services provided to the date of termination, G3 Quality's lost profit for the Scope of Work and the reasonable cost of demobilizing the project in addition to any damages or remedies to which G3 Quality may be entitled under law or in equity.

Ownership of Work Product. Client acknowledges that all original papers, documents, maps, surveys, and any other work product of G3 Quality, and any of its employees, subcontractors or agents, produced pursuant to this Agreement shall remain the property of G3 Quality. G3 Quality shall have the unrestricted right to use any such work product for any purpose whatsoever without the consent of Client. Client further acknowledges that Client's right to utilize the services and work product created pursuant to this Agreement will continue only so long as Client is not in default pursuant to the terms of this Agreement and Client has performed all obligations under this Agreement. Client further agrees that the work product produced of G3 Quality shall not be reproduced or altered in any way nor used on any other project or for any purpose other than as specifically authorized by G3 Quality.

Binding and Superseding Effect: The provisions of this Agreement, including these Terms and Conditions, shall prevail over any additional, differing, conflicting or inconsistent terms and conditions which may appear in Client's, contract, agreement, purchase order, approval, acceptance, or the like. Any such terms and conditions are not part of the Agreement between G3 Quality and Client and are not binding upon G3 Quality. This Agreement may not be modified, altered, varied, or changed, nor any of its provisions waived, except by written agreement, signed by an authorized representative of G3 Quality.

Accepted by and Between:

AECOM	**G3 Quality, Inc.**
Client	Consultant
Signature	Signature
Print Name/Title	Print Name/Title
Date	Date

ATTACHMENT C: ADDITIONAL SERVICES SCHEDULE OF FEES

STANDARD SCHEDULE OF FEES

Equipment Usage Per Hour Unless Otherwise Noted	
Equipment/Vehicle	
Classification	**Rate**
Air Meter	$37.00
Drilling/Sampling Equipment	By quote
Nuclear Gauge (per day)	$8.00
Concrete/Asphalt Coring Equipment (per hour)	$115
Ground penetrating radar (per hour)	$95.00
Magnetic Imaging Technology Scanner (MIT dowel bar Scanner) (per hour)	$200.00
Pavement Inertial Profiling truck (per hour)	$225.00
Field Truck (per day)	$110.00
Onsite Project Mobile Laboratory	
By Quotation	

Laboratory Sample Handling Per Hour Unless Otherwise Noted	
Sample Pick-Up	
Classification	**Rate**
Standard Sample: Concrete Cylinders (each)	$19.00
Oversize Sample: Masonry Prisms, Shotcrete Panels, Flexural Beams (each)	$31.00
Technician for Specimen Pick-Up/Sampling (Soils, Aggregates, Bases, HMA) (per hour, 2-hour minimum plus mileage)	$85.00
Technician for Specimen Pick-Up/Sampling Before 5:00 a.m. or After 5:00 p.m. Monday thru Friday, or all Day Saturday (per hour, 2-hour minimum plus mileage)	$163.00
Extended Sample Storage Fee (beyond standard 30 day from date of report) per month	$50.00
Rush Charges for Laboratory Services Note: Available for Certain Tests at the Following Premiums Above List Price	
Classification	**Rate**
Same Day Service (dependent on availability)	100%
1 Day Turnaround	80%
2 Day Turnaround	60%
3 Day Turnaround	40%
4 Day Turnaround	25%

Laboratory Testing Services

Concrete Tests (Field Made Specimens)

Test	Test Method	Invoice Code	Rate
Coefficient of Thermal Expansion	AASHTO T-336	5000	$700.00
Core Compression (including trimming)	ASTM C42/C39	5001	$91.00
Cylinder: Compression Strength - 6" x 12" or 4" x 8"	ASTM C39, CTM 521, AASHTO T22	5002	$41.00
Cylinder: Tested out of Sequence - 6" x 12" or 4" x 8"	ASTM C39, CTM 521, AASHTO T22	5003	$46.00
Density, Absorption, and Voids in Hardened Concrete	ASTM C642	5004	$370.00
Flexural Beams Not Exceeding Ref. Size of 6"x6"x18"	ASTM C78, CTM 523, AASHTO T97, ASTM C1609	5005	$79.00
Modulus of Elasticity Test	ASTM C469	5006	$226.00
Splitting Tensile Strength: Cylinders	ASTM C496	5007	$110.00
Unit Weight Including Lightweight Concrete	ASTM C567	5008	$76.00
Drying Shrinkage (28 Days), 5 Readings up to 28 Dry Days	AASHTO T160 / ASTM C157 Modified	5009	$578.00
• Additional Reading, Per Set of Three Bars	AASHTO T160 / ASTM C157 Modified	5009.1	$57.00
• Storage over Ninety (90) Days, Per Set of Three Bars, Per Month	AASHTO T160 / ASTM C157 Modified	5009.2	$34.00

Concrete Specimen Preparation

Test	Test Method	Invoice Code	Rate
Coring of Test Panels in Lab (Each)		5100	$58.00
Diamond Sawing of Cores or Cylinders (Each)		5101	$39.00

Concrete Mix Design and Laboratory Trial Batch

Test	Test Method	Invoice Code	Rate
Concrete Laboratory Trial Batch	ASTM C192	5200	By Quote
Concrete Laboratory Mix Study	ASTM C192	5201	By Quote
Lab Drying Shrinkage (28 days Wet/28 Day Dry), 5 Readings	ASTM C157	5202	$625.00
Lab Drying Shrinkage (Up to 28 days), 5 Readings	AASHTO T160 / ASTM C157 Modified	5203	$578.00
• Additional Reading, Per Set of Three Bars	AASHTO T160 / ASTM C157 Modified	5203.1	$57.00
• Storage over Ninety (90) Days, Per Set of Three Bars, Per Month	AASHTO T160 / ASTM C157 Modified	5203.2	$34.00
Time of Set (Up to 8 hours)	ASTM C403	5204	$151.00
Laboratory Concrete Mix Study	ASTM C192	5205	By Quote

Masonry, Prisms, Mortar, and Grout

Test	Test Method	Invoice Code	Rate
Absorption of Masonry Block (set of 3)	ASTM C140	5300	$110.00
Compressive Strength of Composite Prism, 8"x8"x16"	ASTM C1314	5301	$150.00
Compressive Strength of Composite Prism, 8"x12"x16"	ASTM C1314	5302	$235.00
Compression Strength of Masonry Block (set of 3)	ASTM C140	5303	$242.00
Compressive Strength of Masonry Cores, 6"	ASTM C39	5304	$79.00
Grout Compressive Strength, 2"x2"x2" Cube	ASTM C109	5305	$50.00
Grout Compressive Strength, 3"x3"x6" Prism	UBC STD 21-18, ASTM C1019	5306	$65.00
Linear Shrinkage of Masonry Block (set of 3)	ASTM C426	5307	$289.00

Laboratory Testing Services			
Test	**Test Method**	**Invoice Code**	**Rate**
Mortar Compressive Strength 2"x4", 3"x6" Cylinder	UBC STD 21-16, ASTM C780	5309	$110.00
Mortar Compressive Strength 2"x2"x2" Cube	UBC STD 21-16, ASTM C780	5310	$50.00
Shear Test of Masonry Cores, 6"	DSA	5311	$110.00
Tension Test		5312	$200.00
Unit Weight of Masonry Block (set of 3)	ASTM C140	5313	$110.00
Web and Face Shell Measurements			$68.00
Soils and Aggregate Tests			
Test	**Test Method**	**Invoice Code**	**Rate**
Abrasion: Los Angeles Rattler	ASTM C131, CTM 211, AASHTO T96	2000	$302.00
Abrasion: Los Angeles Rattler, Large-Size Coarse Agg.	ASTM C535, CT 211	2001	$334.00
Atterberg Limits/Plasticity Index	ASTM D4318, CTM 204, AASHTO T90	2002	$271.00
California Bearing Ratio Excluding Maximum Density	ASTM D1883, AASHTO T193	2003	$454.00
Chloride and Sulfate Content	CTM 417, CTM 422	2004	$175.00
Clay Lumps and Friable Particles	ASTM C142	2005	$260.00
Cleanness Value: 1" x #4	CTM 227	2006	$237.00
Cleanness Value: 2.5" x 1.5" or 1.5" x .75"	CTM 227	2007	$475.00
Corrosivity Series: Sulfate, Cl, pH, Resistivity	CTM 643, 417, 422	2008	$347.00
Crushed/Fractured Particles	ASTM D5821, CTM 205, T335	2009	$231.00
Durability Index: Per Method – A, B, C, or D	ASTM D3744, CTM 229, AASHTO T210	2010	$292.00
Expansion Index	ASTM D4829	2011	$217.00
Flat Particle and Elongated Particle	ASTM D4791, CTM 235	2012	$236.00
Flat or Elongated Particle	ASTM D4791, CTM 235	2013	$243.00
Full Depth Reclamation (FDR) Mix Design	Project Specified	2014	By Quote
Material Finer than #200 Sieve by Washing	ASTM D1140, CTM 202, AASHTO T11	2015	$111.11
Moisture and Density: Ring Sample	ASTM D2937	2016	$57.00
Moisture and Density: Shelby Tube Sample	ASTM D2937	2017	$82.00
Organic Impurities	ASTM C40, CTM 213, AASHTO T21	2018	$116.00
Permeability of Granular Soil	ASTM D2434, CTM 220, AASHTO T215	2019	By Quote
R-Value: Soil	ASTM D2844, CTM 301, AASHTO T190	2020	$353.00
R-Value: Aggregate Base	ASTM D2844, CTM 301, AASHTO T190	2021	$491.00
Relative Compaction of Soils (California Method)	CTM 216	2022	$243.00
Sand Equivalent	ASTM D2419, CTM 217, AASHTO T176	2023	$153.00
Sieve w/ Hydrometer: 3/4" Gravel to Clay	ASTM D422, CTM 203, AASHTO T88	2024	$273.00
Sieve w/ Hydrometer: Sand to Clay	ASTM D422, CTM 203, AASHTO T88	2025	$273.00
Sieve Analysis with Wash	ASTM C136, CTM 202, AASHTO T27	2026	$153.00
Sieve Analysis w/out Wash	ASTM C136, CTM 202, AASHTO T27	2027	$129.00
Split Sieve Analysis (coarse/fine aggregates)	ASTM C136, CTM 202, AASHTO T27	2028	$225.00
Sieve Analysis w/o Wash: W/ Cobbles	ASTM C136, CTM 202, AASHTO T27	2029	$248.00
Soil Cement Treated Mix Design	Project Specified	2030	By Quote
Soil Max. Density & Optimum Moisture: Standard Effort	ASTM D698, AASHTO T99, T180	2031	$258.00
Soil Max. Density & Optimum Moisture: With Rock Correction	ASTM D698, D1557, AASHTO T99, T180	2032	$340.00
Soil Max. Density & Optimum Moisture Density: Check Point	ASTM D698, D1557, AASHTO T99, T180	2033	$111.00
Max. Density & Optimum Moisture: Modified Effort	D1557, AASHTO T99, T180	2034	$276.00

Laboratory Testing Services			
Test	**Test Method**	**Invoice Code**	**Rate**
Soils and Aggregates: Moisture Content	ASTM D566, CTM 226, AASHTO T255	2035	$36.00
Soundness: Sodium or Magnesium Sulfate, 5 Cycles, Per Sieve Size	ASTM C88, CTM 214, AASHTO T104	2036	$158.00
Specific Gravity and Absorption: Coarse Aggregate	ASTM C127, CTM 206, AASHTO T85	2037	$128.00
Specific Gravity and Absorption: Fine Aggregate	ASTM C128, CTM 207, AASHTO T84	2038	$200.00
Specific Gravity of Soils	ASTM D854, CTM 209, AASHTO T100	2039	$125.00
Standard Specification for Concrete Aggregates (C33)	ASTM C33	2040	By quote
Uncompacted Void Content - Fine Aggregate	ASTM C1252, CTM 234, AASHTO T304	2041	$183.00
Unconfined Compression of Soils	ASTM D2166, CTM 221, AASHTO T208	2042	$271.00
Unit Weight of Aggregates	ASTM C29, CTM 212, AASHTO T19	2043	$118.00
Voids in Aggregate	ASTM C29, CTM 212, AASHTO T19	2044	$118.00
Lightweight Particles	ASTM C29, CTM 212, AASHTO T19	2045	$100.00
Hot Mix Asphalt (HMA), Warm Mix Asphalt (WMA), Tests			
Test	**Test Method**	**Invoice Code**	**Rate**
SSD: Bulk Specific Gravity of Compacted HMA Sample or Core	ASTM D2726, CTM 308C, AASHTO T166	3000	$61.00
Coated: Bulk Specific Gravity Compacted HMA Sample or Core	ASTM D1188, CTM 308A, AASHTO T275	3001	$88.00
Draindown Characteristics in Uncompacted HMA	ASTM D6390, AASHTO T305	3002	$182.00
Lab Mixed-Effect of Moisture on HMA	ASTM D4867, AASHTO T283	3003	$1,425.00
Lab Mixed-Effect of Moisture on HMA, 1 Freeze Thaw	ASTM D4867, AASHTO T283	3004	$1,740.00
Plant Mixed-Effect of Moisture on HMA Mix	ASTM D4867, AASHTO T283	3005	$1,031.00
Plant Mixed-Effect of Moisture on HMA, 1 Freeze Thaw	ASTM D4867, AASHTO T283	3006	$1,425.00
Extraction: % Bitumen by Ignition	ASTM D6307, CTM 382, AASHTO T308	3007	$234.00
Extraction: % Bitumen by Ignition & Gradation	ASTM D6307/D5444, CTM 382/202, AASHTO T308/T27	3008	$323.00
Gyratory Compacted Bulk Sp. Gr. (set of 3)	ASTM D6925, AASHTO T312	3009	$333.00
Plant Mixed - Hamburg Wheel Track Test	AASHTO T234	3010	$1,370.00
Lab Mixed - Hamburg Wheel Track Test	AASHTO T234	3011	$2,324.00
HMA Ignition Oven Correction Factor	ASTM D6307, CTM 382, AASHTO T309	3012	$875.00
HMA Moisture Content	CTM 370, AASHTO T329	3013	$67.00
Hveem Mix Design	Project Specified	3014	By quote
Hveem Compacted Bulk Sp, Gr. (set of 3): Paraffin	ASTM D1188, CTM 308A, AASHTO T275	3015	$236.00
Hveem Stabilometer Test - Lab Mixed (set of 3)	ASTM D1560/1561, CT 304/366, AASHTO T246/247	3016	$405.00
Hveem Stabilometer Test - Plant Mixed (set of 3)	ASTM D1560/1561, CT 304/366, AASHTO T246/247	3017	$248.00
Lab Mixed - Indirect Tensile Strength of HMA	ASTM D6931	3018	$394.00
Plant Mixed - Indirect Tensile Strength of HMA	ASTM D6931	3019	$267.00
4" Marshall Compacted Bulk. Sp. Gr. (set of 3)	ASTM D2726, CTM 308C, AASHTO T166	3020	$265.00
6" Marshall Compacted Bulk Sp. Gr. (set of 3)	ASTM D2726, CTM 308C, AASHTO T166	3021	$273.00
Marshall Mix Design	Project Specified	3022	By quote

Laboratory Testing Services			
Test	**Test Method**	**Invoice Code**	**Rate**
Max. Theoretical Specific Gravity [RICE]	ASTM D2041, CTM 309, AASHTO T209	3023	$182.00
Open Grade Mix Design	Project Specified	3024	By Quote
Quantitative Extraction: % Bit. & Sieve Analysis	ASTM D2172, AASHTO T164	3025	$341.00
RAP Quality Testing - Total of 3 Samples	CTM 384, MS-2	3026	$2,788.00
Lab Mixed - Resistance of Compacted HMA to Moisture Damage	CTM 371	3027	$2,181.00
Resistance to Plastic Flow - 4" Marshall of Cored Sample	ASTM D6926/6927, AASHTO R68/T245	3028	$175.00
Resistance to Plastic Flow - 4" Marshall Test, Plant Mix	ASTM D6926/6927, AASHTO R68/T245	3029	$267.00
Resistance to Plastic Flow - 4" Marshall Test Lab Mixed	ASTM D6926/6927, AASHTO R68/T245	3030	$394.00
Resistance to Plastic Flow - 6" Marshall Test Lab Mixed	ASTM D5581	3031	$515.00
Resistance to Plastic Flow - 6" Marshall Test, Premixed	ASTM D5581	3032	$411.00
Superpave Mix Design	Project Specified	3033	By Quote
Rutting Susceptibility of HMA using the APA Lab Mixed	AASHTO T340	3034	$2,182.00
Rutting Susceptibility of HMA using the APA - Plant Mixed	AASHTO T340	3035	$1,822.00
Lab Mixed - IDEAL -CT (Set of 4)	ASTM 8225	3036	$1,800.00
Plant Mixed – IDEAL -CT (Set of 4)	ASTM 8225	3037	$1,620.00
Emulsion Tests			
Test	**Test Method**	**Invoice Code**	**Rate**
Emulsion Residue, Evaporation	ASTM D244	3100	$137.00
Emulsion Sieve Test	ASTM D244	3101	$133.00
Furol Viscosity @ 77°F	ASTM D7496	3102	$139.00
Furol Viscosity @ 122°F	ASTM D7496	3103	$146.00
Penetration	ASTM D5	3104	$127.00
Residue by Evaporation	ASTM D6934	3105	$133.00
Sieve Test	ASTM D6933	3106	$104.00
Storage Stability, 1 Day	ASTM D6930	3107	$164.00
Storage Stability, 5 Day	ASTM D6930	3108	$188.00
Wet Track Abrasion	ASTM D3910	3109	$175.00
Binder Tests			
Test	**Test Method**	**Invoice Code**	**Rate**
Cone Penetration	ASTM D217	3200	$116.00
Haake Viscosity	LP-11	3201	$151.00
Resilience @ 77°F	ASTM D5329	3202	$116.00
Rubber Binder Profile	Project Specified	3203	$3,938.00
Softening Point	ASTM D36	3204	$127.00
PG Binder Specification Compliance	AASHTO M320	3205	$825.00
PG Grade Determination	AASHTO R29 / AASHTO M332	3206	$1,050
Pavement Preservation			
Test	**Test Method**	**Invoice Code**	**Rate**
Wet Track Abrasion	ASTM D3910	3109	$175.00

--END OF SCHEDULE OF FEES--

The Solís Group

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July 13, 2021

Nazem Moussa, AECOM

RE: Proposal to Provide Labor Compliance Services for the
City of Rialto Street Overlay and Reconstruction Projects #180807 and #210807

Dear Mr. Nazem,

The Solís Group (TSG) is pleased to submit our cost proposal to provide Labor Compliance Services for AECOM on the City of Rialto Street Overlay and Reconstruction Projects.

We have developed our fixed-fee cost proposal based on project information you provided; a significant change to these assumptions could affect our fee. Should any project's actual duration extend beyond its planned duration, we will continue providing labor compliance services at the stated monthly fee through actual project closeout.

Services to be provided: Labor Compliance Services Street Overlay & Reconstruction Project #180807	
Construction value	$7,300,000
Planned construction duration *(months)*	6
Estimated number of subcontractors	N/A
Fixed fee cost proposal	$18,576
Lump sum monthly invoice *(Construction duration plus two months)*	$2,322
Services to be provided: Labor Compliance Services Street Overlay & Reconstruction Project #210807	
Construction value	$6,300,000
Planned construction duration *(months)*	6
Estimated number of subcontractors	N/A
Fixed fee cost proposal	$18,576
Lump sum monthly invoice *(Construction duration plus two months)*	$2,322

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Thank you for the opportunity to present our proposal. We look forward to working with you. If you have any questions, you may contact me at (626) 685-6989 or by email at ghamm@thesolisgroup.com.

Sincerely,

Gary A. Hamm
Senior Vice President

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

I. Consultant shall perform all Services timely in accordance with the schedule included in the Consultant's work proposal dated July 20, 2021 and Consultant's cost proposal document dated August 31, 2021.

II. Consultant's delivery of tangible work products to the City shall be in accordance with the schedule included in Consultant's work proposal dated July 20, 2021 and Consultant's cost proposal document dated August 31, 2021.

III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.