

PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF RIALTO AND
SOUTHSTAR ENGINEERING AND CONSULTING, 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 Southstar Engineering and Consulting, 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. 180807 defined as Riverside Avenue from I-10 to the City’s South Boundary, 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 "Cost Proposal" attached hereto as Exhibit "C" and incorporated herein by this reference. For the Initial Phase of Services (Pre-Construction), upon commencement of this Agreement the total compensation, including reimbursement for actual expenses, shall not exceed One Hundred Thousand Dollars and Zero Cents (\$100,000.00) (the "Contract Sum"). Subject to future City Council approval, the Contract Sum may be increased to the balance of the full amount of Consultant's Cost Proposal of One Million Two Hundred Forty Three Thousand Three Hundred Sixty Nine Dollars and Twelve Cents (\$1,243,369.12) by an amendment to this Agreement. The Contract Sum may also be increased for additional services 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. 180807 defined as Riverside Avenue from I-10 to the City's South Boundary, (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:

Jason Bennecke
(Name)

Executive Vice President
(Title)

Amr Abuelhassan
(Name)

Executive Vice President
(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: Jason Bennecke, Executive Vice President
 1945 Chicago Ave, Unit C-2
 Riverside CA 92507
 Tel: (951)342-3120
 Email: jason@southstareng.com

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:

**SOUTHSTAR ENGINEERING AND
CONSULTING, 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. 180807 defined as Riverside Avenue from I-10 to the City's South Boundary. Specifically, Consultant shall provide those services as outlined in its proposal dated July 20, 2021, included on the following pages.

B.1

Southstar key team members, under the leadership of Mr. Abuelhassan, PE, MS, QSD, have a clear understanding of the public contracting and capital improvement projects processes. Southstar has relevant construction management and inspection experience in the local area including the City of Corona, Moreno Valley, Riverside, Murrieta, Fontana, Ontario and as far as Palm Desert, Palmdale, La Quinta and Indio. Southstar provides a holistic approach that encompasses every detail of the project.

APPROACH AND MANAGEMENT PLAN

Our approach takes into consideration the traveling public, nearby residents, surrounding businesses, all stakeholders, and the environment to ensure complete satisfaction with the final product. **Our goal is to complete these projects in a safe, high quality, cost effective, and time efficient manner.** Meeting the project goals starts with early and effective communication with project stakeholders, local residents, local businesses, utility owners and other affected local agencies. Our team will develop a project specific communication plan for each project to maintain an effective and transparent level of communication with all the stakeholders. We will also develop a customized quality assurance plan (QAP), specific to meet the needs and requirements of these projects, Caltrans, and the City of Rialto, and we will ensure that uniform quality assurance procedures are adhered to. The plans will include procedures and designated responsibilities for construction management services including: project start-up, project organization, review of plans and specifications, constructability reviews, bid solicitation and award assistance, pre-construction meetings, document control, labor compliance, schedule reviews, construction inspection, community outreach, safety, inspection procedures, independent assurance testing and project close out - **all for both projects.** Southstar will provide services from the pre-construction through the post-construction phases of the projects all in conformance with the contract documents and all City, County, Federal, and State requirements. The proposed project approaches to each one of these stages is listed in the sequential order of activities and in the following pages.

SEQUENTIAL LIST OF ACTIVITIES

The tasks identified in the scope of work require, with varying time commitments (full time to once a month). The staffing of /Resident Engineer/ SWPPP (RE), Assistant RE/Office Engineer (AREOE), Lead Construction Inspector(s) (CI), and a Public Outreach Liaison (POL), Labor Compliance Manager (LC), Scheduler (S), Materials Testing and Source Inspection (MT), Utility Coordinator (UC) and Quality Assurance Manager (QAM) will be needed, and the same staff used for both projects. The staffing plan is presented with the ability to eliminate positions as the City prefers during the cost negotiation phase of the Contract. The personnel assigned to these roles are listed on the Organization Chart. Described below are the activities involved in delivering the tasks in the general order they will occur.

ACTIVITY - (ALL ACTIVITIES APPLY TO BOTH PROJECTS)	PERFORMED BY
Phase I - Pre-Bid Activities	
Detailed Constructability review of the 100% PS&E package with in-depth field review to determine constructability	RE/ARE/OE/ CI
Review RE Pending File and Project History and Background with Designer	RE/ARE
Set up and maintain all project files in accordance with the Caltrans Manual	ARE/OE
Coordinate utility relocations with private owners and confirm completion before issuing the NTP	RE/UC
Conduct coordination meetings with Stake Holders	RE/POL
Conduct meetings with affected stakeholders and utility companies	RE/UC
Conduct Community Meetings and perform Public Outreach activities	POL/RE
Pre-construction Utilities Relocation Coordination	RE/UC
Phase II - Construction Bid Support Activities (if requested by the City)	
Prepare documentation in accordance with City Guidelines and Caltrans LAPM for advertisement, award and construction (if required by the City)	RE/OE
Respond to bidder's questions and issue addenda	RE/OE

B. SCOPE OF WORK

ACTIVITY - (ALL ACTIVITIES APPLY TO BOTH PROJECTS)	PERFORMED BY
Conduct Pre-bid meeting with prospective bidders	RE/OE
Attend the bid opening and analyze the bids for accuracy and compliance	RE/OE
Recommend the award of the construction contract and attend Authority meetings, as required	RE/OE
Phase III - Construction Support Activities	
Pre-Construction Activities	
Assemble staff, prepare project specific Safety Plan and Quality Management Plan and conduct safety training	RE
Conduct pre-construction meeting	RE/CI/OE
Administer construction contract between City and Contractor and material testing firm	RE/ARE
Submittals and samples review and approval	RE/SR/CI/OE
SWPPP Review and Approval	RE/ARE/OE
Construction Activities	
SWPPP Inspection	RE/CI
Environmental Mitigation Plan compliance inspection	CI
Daily field inspection	CI
Field activity documentation and reporting	RE/CI
Measure item quantities for progress payment	RE/CI/OE
Traffic Control Monitoring	CI
Coordination of surveying and materials testing requests and reports	RE/CI
Project Site Meetings	RE/ARE
Records filing and control	ARE/OE
Processing construction change orders	RE/ARE
Coordination of construction activities with Utility Owners, Local Agencies and the Public	RE/ARE/POL
Conduct public outreach activities	RE/POL
Budget review, monitoring and cost control	RE
Respond to Contractor's Requests for Information	RE/ARE
Project photo and video diary and documentation	CI/POL
Monthly Activities	
Labor Compliance Verification, EEO Verification and UDBE Verification	LC/ARE
Prepare Consultant Progress Report (weekly and monthly)	RE/ARE
Review Contractor's CPM schedule	RE/ARE
Prepare monthly progress payment	RE/ARE/OE/CI
Assist with reimbursement requests to Caltrans Local Assistance and other Federal Agencies if Required	RE/ARE/OE
Conduct Quality Assurance audits	PIC
Post-Construction Activities	
Prepare punch-list	CI/RE
Final estimates and payment to Contractor	RE/ARE
Prepare as-built plans	CI/ARE/RE
Archive project records	RE

SCHEDULE OF TASKS

The schedule on the following page outlines how the proposed work can be accomplished within a reasonable duration for the various major items to be accomplished.

PHASE I – PRE-CONSTRUCTION REVIEW OF PLANS, SPECIFICATIONS, AND ESTIMATE

It is understood that the City will award two separate contracts — one for each of the Projects along Riverside Avenue. During this time Mr. Abuelhassan will lead the required staff to perform the necessary pre-construction services.

If the construction contract is not awarded before this phase starts, Mr. Abuelhassan will lead the team members and be involved as needed to provide pre-construction constructability review services. These services will, at a minimum, include participation in a detailed independent review of the 100% PS&E package with an in-depth field review to determine constructability and include a detailed review of all available documents and reports on the project. This involves the review of existing geotechnical reports and maps, proposed project schedule and number of contract days, site drainage adequacy, ADA compliance, permits and environmental commitments requirements, constructability and bid-ability, bid schedule and engineer's estimate and traffic control. The detailed review will also include possible consolidation of construction stages to allow for early completion of the project.

Southstar will also provide schedule management and monitoring during this phase. Southstar will maintain all project files in accordance with Caltrans guidelines and as directed by the City Project Manager. The Southstar team will also coordinate all necessary field and office project meetings during this phase including agenda preparation, inviting attendees, meeting minute's preparation and distribution and issues follow up and resolution.

During this phase, as required by the City, our team will provide support in the preparation of Requests for Proposals (RFP's) for any additional specialized services for the Project.

PHASE II – CONSTRUCTION MANAGEMENT APPROACH

Tasks included in this phase will include: resident engineering, construction management, construction administration, scheduling, construction observation/inspection, materials testing, source inspection, environmental monitoring, and public outreach. Mr. Abuelhassan will be responsible for coordinating all materials testing and source inspection services during construction. All services shall be in accordance with City of Rialto Guidelines and the Caltrans Local Assistance Procedures Manual, the Los Angeles County Special Provisions, the Caltrans Construction Manual, and the Caltrans Construction Manual Supplement for Local Agency Resident Engineer.

Safety | Nothing is more important than the safety of the construction team and the public. The team will ensure conformity to all safety provisions in the OSHA Construction and Safety Manual. A project specific safety plan will be prepared prior to start of construction and every team member will be required to read, sign and implement the Project Safety Plan. In addition, weekly tailgate safety meetings will be held for the project team and topics relevant to ongoing and upcoming construction activities will be covered at those meetings.

SWPPP | Mr. Abuelhassan is a registered QSD and Mr. Mike Smith is a registered QSP. They will be responsible for verifying water pollution control regulations, erosion and sedimentation processes, BMP installation and maintenance, dewatering operations, sampling and analysis, contract administration for water pollution control, and reviewing storm water pollution prevention plans. Team members are required by Mr. Abuelhassan to provide recommendations for improvements to the BMP installation and functionality on a daily basis during their regular inspection activities.

Environmental Compliance | Mr. Abuelhassan will coordinate with the approved environmental consultant for all environmental compliance and inspections depending on the requirements needed in the Projects' environmental document.

Reporting | The Southstar team will provide the City with project status reports on a weekly and monthly basis and as requested by the City. The weekly reports will provide a summary of the activities completed the previous week, ongoing activities for the current week and scheduled activities for the following week. This report will also include any field conflicts and issues that may have arose during the week. The monthly reports will describe the status of the project's budget, schedule, submittals, change orders, claims in process and current and anticipated work progress. Earned Value reports will be available to the City **as part of project tracking in order to maintain both schedules and move to completion.**



Coordination Meetings | *The best way to resolve conflicts is to prevent them with effective communication.* During the construction phase, Mr. Abuelhassan will coordinate meetings with the City, design engineer and all stake holders leading up to the pre-construction meeting. Agendas of meetings will be prepared and distributed as well as meeting minutes. Mr. Abuelhassan will conduct weekly progress meetings with the contractor to address the status of the project and project issues. The team will prepare and distribute agendas, minutes, and an issues log. The meeting will be attended by representatives from the City, Contractor, Caltrans (when applicable), utility owners, and other stake holders as applicable. Some attendants will not be required to attend every meeting and will only be invited when their respective input is required. During these meetings, the status of submittals, RFIs, CCOs and project issues will be reviewed and updated.

Submittals | The Southstar team will review project submittals, such as the Storm Water Pollution Prevention Plan (SWPPP), asphalt and concrete mix designs, excavation plans, shoring plans, shop drawings, material suppliers, material sites, etc. The team will also approve or recommend approval of, subject to delegation of authority from the City, other documents requiring review and approval.

Requests for information | The Southstar team will respond to Contractor's Requests for Information (RFI's) or forward them to the design engineers as necessary. A weekly tracking report listing new, resolved, and outstanding RFI's will be prepared by the team, submitted to the City, and will be discussed at the weekly progress meeting with the contractor.

Labor Compliance | The Southstar team will verify compliance with Federal and State labor laws by reviewing contractor's certified payroll records, and performing worker interviews. Our proposed labor compliance officer, Mr. Ramon Carlos, has extensive experience working with various local cities and public agencies. He understands the significance of protecting the wages, benefits, and employment rights of staff on the project.

Progress Payments | The Southstar team will administer contractor's progress payments, based on measurements and quantities calculated in the field, subject to the City's audit and delegation of approval. *Team inspectors are required by Mr. Abuelhassan to prepare daily quantity sheets for all payable items installed on any given day.* These quantity sheets will provide specifics on each pay item performed on that day with location and measured units in place. Any progress estimate prepared by our team will be a comprehensive stand alone document with all necessary backup documentation authorizing the expenditure on each bid item.

Project Schedule | The Southstar team will review and approve the Contractor's Critical Path Method (CPM) schedule. Southstar is fully able to use Primavera P6 and Microsoft Project software to review, monitor, and analyze the contractor's schedule. Updates to the schedule will be reviewed monthly against the project baseline schedule, progress will be verified and any potential issues causing delay to the project will be identified and mitigated ahead of the delay actually occurring.

B. SCOPE OF WORK

Document Control | Southstar follows a Caltrans compliant standardized filing and document control system. The team will document all communications with the contractor in correspondence and daily diaries. The team will receive all correspondence, prepare and transmit responses and coordinate with applicable parties as required. All project filing will be in compliance with the Caltrans Local Assistance Procedures Manual, Caltrans Construction Manual and with any City filing system requirements.

Cost Reduction Proposals | The team will monitor and manage the initiation, preparation, review, and justifications for project cost reduction proposals. Any proposal will be thoroughly reviewed by the team and discussed with the City for potential implementation after establishment of merit.

Change Orders | Contract Change Orders (CCO's) can be requested by the contractor after the discovery of a field conflict or can be initiated by the City for a change of scope. The team will determine the merit, scope, estimated cost and schedule impacts to the project as a result of potential contract change orders requested by the contractor, and provide recommendations to the City. The team will also negotiate change orders as directed by the City in case there is addition or change in scope by the City. All change orders will be monitored and logged in the CCO Log that will be created, maintained and updated by Mr. Abuelhassan.

Claims | Southstar team members have successfully managed hundreds of projects without contractor claims. The team will partner with the contractor to ensure that excellent communications and working relationships are established at the beginning of the project and will continue during the life of the project among all project stakeholders. The team will focus on solving and documenting issues to avoid the need for the contractor to file claims. In the event that claims become unavoidable, the team has the ability to tap into expert resources to eliminate or minimize impacts to the project's cost and schedule.

Office Engineering | The Office Engineer, is the focal point for proper and accurate project documentation on all construction projects. Mr. Abuelhassan will be supervising Mr. Philip Hannawi, PE, QSD our team's proposed Office Engineer. Mr. Hannawi will be performing the office engineering responsibilities as he done so on recent and relevant projects. Mr. Hannawi, PE, QSD, is a former City of Riverside Principal Engineer and during his 40 year tenure at the City of Riverside, Mr. Hannawi participated in 4 major grade separation projects. He provided project management and office engineering services on many recent projects working hand in hand with Mr. Abuelhassan. Mr. Hannawi will be applying his decades of experience to achieve proper and accurate documentation of all project activities. Additionally, Mr. Shuhui (Steve) Liu, PE will be also be available to assist on any office engineering tasks, as-needed.

Construction Observation and Inspection | *As part of the quality control process*, field Inspectors are the first line of defense on any construction project. It is important to have seasoned and experienced field inspectors in the lead of any field activities to ensure contractor's compliance with the plans and specifications and to provide a quality product to the City, Caltrans and the motoring public. *It is also critical for proper documentation of all field activities to maintain accurate measurement and payment records on all Contract Items.* The Southstar team is comprised of seasoned construction management personnel with many years of individual experience on projects such as this one. Our proposed senior inspector, Mr. Mike Smith, have completed complex interchange projects of their own and have supported Mr. Abuelhassan in delivering successful projects. Mr. Smith will be engaged in the construction phase from day 1 and will be on the projects until the completion of construction.

Drainage | Proper on-site drainage is critical for the safety of the public and the constructed facilities. It is very important to maintain working drainage facilities during construction to prevent flooding of the project site local streets and to construct the new facilities with the ultimate conditions in mind. The projects propose to construct/modify drainage systems with various pipe sizes and materials and drainage structures. Mr. Mike Smith is heavily experienced in the construction of drainage facilities and systems in accordance with the Caltrans Standard Plans, Green Book and the contract documents.

PHASE IV – POST CONSTRUCTION SUPPORT

Southstar will perform all construction management and administration necessary for closing out the project to assure contract compliance and Federal reimbursement as outlined in Caltrans Local Assistance Procedures Manual. The following is a brief description of some of the major aspects of this work:

Item Close-Out | All open contract items will be closed out and balanced. Item overruns and underruns will be resolved with the Contractor. Contract Change Orders to adjust item prices will be created if necessary.

Claims Report | Mr. Abuelhassan will prepare a Claims Report, in accordance with the Caltrans Construction Manual, for each claim that is outstanding and unresolved at the end of the construction project.

Proposed Final Estimate | Mr. Abuelhassan will prepare the Proposed Final Estimate and obtain Contractor's concurrence. This document shall be provided after resolution of any open claims.

Project Report | Mr. Abuelhassan will create a Project Report that identifies the construction of the project, the final cost of construction including construction management and administration, a list of all Contract Change Orders, a list of Construction Claims and the result of each after resolution, and photo and video documentation of construction.

As-Built Drawings | The Southstar team will maintain a red-lined set of "As-Built" plans in the construction field office documenting as-built conditions. At the end of construction, our team will coordinate with the Designer the preparation of a set of original As-Built corrections in accordance with Caltrans Local Assistance Procedures Manual and City Requirements. As- Built plans for roadway items shall be in accordance with Caltrans standards. As-Built drawings will be reviewed to confirm all changes to the plans are accurately documented. They will then be transmitted to the designer to be updated into the electronic plan set with Mr. Abuelhassan's signature and transmitted to the City for archiving.

Project files | Project files will be transmitted to the City along with a final project report. Project files will be neatly arranged, labeled and boxed for storage. All electronic files from the field office server will also be transferred to an external storage drive and will be provided to the City for retention with the Project records.

Project Close-out | The Southstar team will deliver a final completed project to the City which is in compliance with the plans, specifications, and estimate (PS&E) package, and all applicable codes, permits and standards. The team will perform final inspections and issue punch-lists of incomplete work, monitor punchlist completion, coordinate final project acceptance with the City and other stake holders, close out the projects' files and turn them over to the City with the projects' as-built plans and work with the City in coordinating and filing all invoicing to ensure proper and full reimbursement of funds.

QUALITY CONTROL PROGRAM

Pre-construction Phase | Mr. Abuelhassan will prepare a Project Specific Quality Control Plan where standards of quality are thoroughly discussed, including the expectations of the Resident Engineer and requirements of the specifications, plans, and Caltrans Construction Manual. The plan will be shared with the Caltrans construction oversight team before it is finalized. Once finalized, every team member will be required to review and sign the Quality Control Plan and Mr. Abuelhassan will ensure that all team members strictly adhere to quality requirements and fully comply with such plan.



Construction Administration Phase | Our team will independently review the documents in our project files to make sure that we are accurately documenting the work and have all of the quality processes in place including test results, daily reports and back up for estimates and monthly progress payments to the contractor. We will verify that all materials have been inspected or released prior to incorporation and that all testing frequencies are met for the variety of materials used. We will perform independent checks of quantities for estimates to make sure proper payments are made and cross check the materials certifications or releases match the quantities placed and eventually paid for.

Schedule Control | Schedule control starts with the contractor's submittal of a baseline schedule, approval of this schedule and then the subsequent timely schedule updates. Once these are approved, they will be checked against actual

B. SCOPE OF WORK

activities in the field and any discrepancies noted. The contractor must have a narrative for any changes between monthly updates and we will carefully scrutinize these. We will also require the contractor to provide a 2-4 week look-ahead schedule that will allow for weekly planning of inspections, materials testing and plans for off-site inspections if needed. All of these activities will be discussed in our weekly meeting with the contractor and during the work week.

Inspectors will be responsible for monitoring the quantities of materials placed and will incorporate with the monthly estimate, noting the progress of the work and percent complete for each item that they are responsible for. Additional reports are available to determine the earned value progress of the project, a truer sense of progress than just dollars versus time. All the information as it is compiled and becomes available will be shared with the City Project Manager and will be included in the monthly Progress Report provided to the City.

Budget Control | Catching issues early and resolving them will be every team member's responsibility. This proactive mindset will assist in keeping the project within budget and schedule because problems are not hidden and impacts can be anticipated in advance. Each month we prepare progress payments for all work completed by the contractor for review by the Resident Engineer and the City Project Manager.

Each progress payment is linked to the previous payment, and we verify that the Contractor only receives payment for pay items or change order extra work bills that the contractor is entitled to. Likewise, we will review certified payrolls, DBE reports and EEO records as applicable to ensure labor compliance. We also review progress reports, lien waivers, inventory of materials-on-hand, quantity surveys and monthly schedule updates. Retention and other applicable deductions are reviewed to verify they are properly recorded on each progress pay estimate. All bid items over/under runs will be closely monitored and shared with the City before any item approaches the 25% increase/decrease mark. Proper inspection will yield expected quality of materials and workmanship along with the proper testing of the materials. Our methods start with hiring and selecting excellent staff for construction inspection continues through a comprehensive training program that can get inspectors up to speed on any work assignment and concludes with our quality maintenance processes.

Effective change order administration is imperative for controlling cost and schedule on a construction project. The goal is to provide timely direction to the contractor while assuring that the costs of changes are fair and reasonable to both the contractor and the City. Issues may arise that have the potential for leading to claims. We minimize and avoid potential disputes by staying involved with the project and listening to the concerns of all project stakeholders. Our intent is to meet with the contractor and resolve issues without delay and at the lowest possible level. We also recognize the importance of maintaining proper documentation pertaining to any dispute. If a dispute develops into a claim, we will review the dispute or claim, determine additional analysis to be performed, decide on merit and provide recommendations to the City. We have a history of resolving issues prior to completion of the project and we are skilled at examining issues along with related specifications and maintaining detailed project documentation which mitigates potential claims from the Contractor. All relevant information as it is compiled and becomes available will be shared with the City Project Manager and will be included in the monthly Progress Report provided to the City.

Quality Assurance | Mr. Abuelhassan will review the documents in our project files to make sure that we are accurately documenting the work and have all of the quality processes in place including test results, daily reports and back up for estimates and monthly progress payments to the contractor. We will verify that all materials have been inspected or released prior to incorporation and that all testing frequencies are met for the variety of materials used. We will perform independent checks of quantities for estimates to make sure proper payments are made and cross check the materials certifications or releases match the quantities placed and eventually paid for. In the following tabulation, a summary of the quality control program as envisioned by our team is presented.

PUBLIC OUTREACH

Southstar is proposing public outreach support with unrivaled experience in community outreach and public education and awareness programs. Lead by Vanessa Barrientos, bilingual, our team will provide community outreach support for the project. Our team will ensure that accurate information regarding this project reaches targeted businesses and the community in a timely, cost-effective manner. "An informed public is generally a cooperative public." Communication platforms are always tailored to the needs of the community.

B. SCOPE OF WORK

Purpose | We understand that this project warrants a Public Outreach Plan (Plan) that will be the road map for stakeholders to navigate through construction and support the project. It is intended to become a working document detailing new developments, tracking the progress, and ultimately serving as the primary resource to assist the agency in successfully keeping the public informed about the project through to project construction.

Community Outreach Goals and Objectives | This public awareness plan will help share project/closure information, identify significant project issues, concerns and expectations. The goal of community outreach is to build trust and secure public support. Specific objectives are to:

- Provide a regional-bilingual public awareness of the project
- Provide a consistent, two-way communications approach.
- Ensure that the community understands the project need and benefits
- Improve the understanding of specific stakeholder concerns.
- Develop bilingual collateral material
- Partner with local agencies

Work Plan Approach | While it would seem practical to duplicate other successful public outreach programs we have delivered for other clients, our team does not believe in the “cookie-cutter” approach. We understand the project has a unique community with varying needs, and require a public outreach program that is customized to fit the community. This approach includes research, planning, strategic implementation, and thorough evaluation with measurable objectives; all with a personal, humanized approach.

Research: Our team will research, as-needed, the project’s target audience because a strong communication is key to obtaining trust. We understand the City has 73% Hispanic or Latino Origin community members. Our communication plan will correspond to the character of the project area’s community. Collateral materials will be developed to communicate efficiently to stakeholders and ensure that methods of communication meet the needs of those individuals/groups.

1. Riverside Avenue - South of I-10 to Santa Ana River Project No. 180807
 - a. Commercial Businesses
 - b. High truck traffic - dispatchers.
 - c. Blue Birds - School business
 - d. Shopping Center
 - e. Coordination with City of Colton
2. Riverside Avenue - South of SR-210 to Foothill Avenue
 - a. Residential
 - b. Omnitrans Transit
 - c. Shopping Center
 - d. Fire Station 202
 - e. Church
3. Riverside Avenue S/O Galway Street to N/O East Street
 - a. Shopping Center
 - b. Residential
 - c. Coordination with Caltrans PIO
 - d. Fire Station 202



B. SCOPE OF WORK

Planning: Based on the research above, our team has developed a draft outreach plan with effective communication tools that will be utilized as the schedule progresses. The plan will be a living document that will adjust according to the schedule and needs.

Implementation: Upon the approval of the public awareness campaign plan, our team will implement elements of the outreach plan as directed by the agency. The implementation process will be primarily in the beginning of the project as it continues to develop collateral material and disseminate according to the schedule.

Evaluation: As the project moves forward, task elements of the outreach plan will be evaluated from different perspectives - the level of need and the value to the project. Our monthly logs and reports will assist the agency in making this decision.

Quality Control | Collateral material and internet content is the face of the project and agency goals. Our team utilizes the flowchart below to deliver technical quality, with qualified professionals overseeing specific and well-defined project assignments. Our partnering approach that improves communication and respect between all project parties.



PUBLIC Outreach PLAN (P)

DRAFT

PARTNERSHIP



Our team has the expertise in building partnerships with the project team, contractor and City Representatives.

EMERGENCY RESPONDERS



This briefing will be scheduled weeks before the start of construction and notices will be provided.

DATABASE



Developing/updating the database is an ongoing effort throughout the life of the project

PROJECT HELPLINE



Answering a helpline is the first step in answering questions or concerns from the public. Our team will be prepared and knowledgeable of the latest construction activities.

60 SEC VIDEOS



Develop videos to provide simple project information using construction photos and the notice.

CONSTRUCTION MEETINGS



Attend weekly construction meetings, review the schedule, provide PR update/issues and ask question.

DEDICATED EMAIL



A dedicated email allows the public to email questions or concerns to the project team. Our team has maintained multiple dedicated emails.
Info@cityofrialtoPW.com

TRAFFIC ADVISORIES



Develop accurate notices with construction activities, dates, lane closures, detour maps. English and Spanish

SOCIAL MEDIA



Provide content for the City's social media accounts.

COLLATERAL MATERIAL



Develop easy to reach project information in both English and Spanish

NEIGHBORHOOD MEETINGS



Provide an opportunity to ask questions to the team and view a PPT.

EXHIBIT "B"
"SPECIAL REQUIREMENTS"

None.

EXHIBIT "C"

"COST PROPOSAL"

Consultant shall be compensated for the initial Pre-Construction Phase services a not-to-exceed fee amount of \$100,000. For purposes of progress billings, the scope of work as authorized with commencement of this Agreement will be related to:

Phase 1: Perform Constructability Review:	\$ 28,330
Phase 2, Item 14: Interface with Designer, Contractor, and City Consultants:	\$ 12,000
Initiate Public Outreach & Coordination:	\$ 25,000
Other Pre-Construction Phase Services as requested by City:	\$ 34,670

EXHIBIT "D"

"PERFORMANCE SCHEDULE"

Consultant shall provide a performance schedule at the time a construction contract is awarded for City Project No. 180807 defined as Riverside Avenue from I-10 to the City's South Boundary.