

SERVICES AGREEMENT
BETWEEN THE CITY OF RIALTO AND
BERG CM CORPORATION

THIS SERVICES AGREEMENT (herein "Agreement") is made and entered into this 12th day of February , 2019 by and between the City of Rialto, a municipal corporation ("City"), and Berg CM Corporation, a California Corporation ("Consultant"). City and Consultant are sometimes individually referred to as "Party" or collectively as "Parties".

RECITALS

A. City has sought, by issuance of a Request for Proposal or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Following the submission of a proposal or bid 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 services 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.

This Agreement shall include the Request for Proposal or Invitation for Bids ("Contract Documents"), and the Scope of Services shall include Consultant's scope of work or Consultant's accepted bid proposal ("Accepted Bid"). The Contract Documents and Accepted Bid shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the Contract Documents, Accepted Bid, 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.

Contractor 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. Contractor 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 Five Hundred Eighty Four Thousand, Two Hundred Ninety Two Dollars and Forty Cents (\$584,292.40) (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 for one year, except as otherwise provided in the Schedule of Performance (Exhibit "D").

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:

Deborah Berg (Name)	Chief Executive Officer (Title)
Wendy Crawford (Name)	Treasurer (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 Administrator or other such person designated by the City Administrator. 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 Administrator, 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 Liquidated Damages

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, Consultant and its sureties shall be liable for and shall pay to City the sum of Zero Dollars (\$0.00) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). City may withhold from any monies payable on account of services performed by the Consultant any accrued liquidated damages.

7.8 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.

7.9 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.

7.10 Attorneys' Fees.

If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing Party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a Party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

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

With copy to: Aleshire & Wynder, LLP
 18881 Von Karman Ave., Suite 1700
 Irvine, CA 92612
 Attn: Fred Galante, City Attorney
 Tel: (949) 223-1170
 Fax: (949) 223-1180

If to Consultant: Deborah Berg
302 West 5th St, Suite 210
San Pedro, CA 90731
Tel: (310)548-9292
Fax(310)548-9195

With copy to: City of Rialto-Public Works
335 W. Rialto Avenue
Rialto, CA
Tel: (909) 820-2602
Fax: (909) 421-7210

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 Council. 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 this Agreement on the date and year first-above written.

CITY:

CITY OF RIALTO, a municipal corporation

By: _____
Deborah Robertson, Mayor

ATTEST:

By: _____
Barbara A. McGee, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Fred Galante, City Attorney

CONSULTANT:

BERG CM CORPORATION

By: _____

Name: Deborah Berg

Title: Chief Executive Officer

By: _____

Name: Wendy Crawford

Title: Treasurer

Two signatures are required if a corporation.

EXHIBIT “A”**SCOPE OF SERVICES****Berg CM**

The Consultant shall provide qualified construction management and inspection and materials testing for the Alder Avenue Street Improvements & Randall Avenue Street Improvements Projects as described in the City’s Request for Qualifications.

Staff will include: California licensed Civil Engineer Project Manager, Construction Manager, Office Engineering/ Inspection support, Materials Testing Technicians. Replacement of approved personnel will occur only with approval from the City. The typical workday includes all hours worked by the construction Contractor. Overtime Consultant will be pre-approved by the City.

B.1 Detailed Scope of Work Tasks

The first outline is exactly as listed in the cost proposal and the second is identical but with explanations of what each task entails.

Task 1 Pre-construction Services

- 1.1 Plan Review(N/A)
- 1.2 Bid Assistance(N/A)
 - 1.2.1 Pre-bid meeting /Bidder Questions
 - 1.2.2 Bid Evaluation Assistance
- 1.3 Pre-construction Meeting (Applicable)

Task 2 Construction Period Services

- 2.1 Project Administration
- 2.2 Meetings
- 2.3 Progress Payment Review
- 2.4 Project Records
- 2.5 Schedule Review and Maintenance
- 2.6 Reports
- 2.7 Partnering (Optional)
- 2.8 Labor Compliance
- 2.9. Change Management
- 2.10 Inspection
 - 2.10.1 Traffic Control
 - 2.10.2 Safety
 - 2.10.3 Quality Assurance
 - 2.10.4 Coordinate testing
 - 2.10.5 Daily reports
 - 2.10.6 Maintain as-builts
- 2.11 Environmental Permit Monitoring
- 2.12 Materials Testing
- 2.13 Public Relations (Optional)

2.14 Project Close-out

Task 1 Pre-construction Services

1.4 Plan Review(N/A)

If the Construction Management contract is executed sufficiently prior to bid period, we will review plans, specifications, technical reports provided by the City to check for consistency, completeness, and clarity.

1.5 Bid Assistance(N/A)

1.5.1 During the Bid period, we can assist as necessary with bidder questions, pre-bid meeting and job walk.

1.5.2 If necessary, consultant can assist with bid tabulation, analysis and verification.

1.6 Pre-construction Meetings- **Applicable**

The Consultant will participate in and chair as necessary coordination meetings and pre-construction meeting with the construction contractor.

Task 2 Construction Period Services

2.3 Project Administration

Coordination with the City, the Contractor, the Designer and third-parties, project oversight and management, communications

2.4 Meetings

The CM will conduct weekly progress meetings with the Construction contractor, the City, and third parties as necessary.

2.3 Progress Payment Review

The CM will review, verify and recommend for payment the Contractor's monthly payment application

2.4 Project Records

The CM with Administrative assistance shall maintain project files to include all submittals, logs, correspondence, notices drawings, and meeting minutes in electronic and hard-copy using Caltrans LAPM Directory. Document management software utilized will be approved by the City.

2.5 Schedule Review and Maintenance

The CM shall review and with the City approve the Contractor's baseline schedule and monthly updates and three-week look-aheads thereafter. The CM will alert the Contractor and the City should schedule slippage occur and assist with development of a recovery schedule if necessary.

2.6 Reports

A monthly report will be filed to document work progress, issue resolution, budget and schedule status.

2.7 Partnering

If the City desires, the CM will participate in partnering.

2.8 Labor Compliance

The CM will receive Contractor certified payroll and assist the City with labor compliance. If the City desires CM to perform employee interviews, we have bilingual staff available.

2.9. Change Management

The CM will respond to RFIs, and issue RFQs when needed, then negotiate and process Change Orders, monitor extra work. At all times the consultant will work for the best interest of the City and will assist in mitigating potential claims. Issues will be tracked and a risk register will be maintained.

2.13 Inspection

2.13.1 Traffic Control

The Contractor's traffic control plan as approved by the City shall conform to Caltrans MUTCD and be monitored daily for traffic flow.

2.13.2 Safety

All CM personnel will be OSHA safety trained and will be equipped with appropriate PP&E. Safety seminars will be on-going. The CM will participate with the contractor as possible with safety incentive programs.

2.13.3 Quality Assurance

Monitor the Contractor's work daily for quality and quantity and for conformance to plans and specification.

2.13.4 Coordinate testing

Request soils compaction and concrete testing when needed and

2.13.5 Daily reports

The CM will provide daily report of equipment of manpower, weather conditions, work accomplished, issue correction memos for any deficient work, and photograph work progress and any potential issues.

2.13.6 Maintain as-builts

2.14 Environmental Permit Monitoring

The CM and Inspection will monitor for NPDES permit compliance and the Contractor's adherence to their Storm Water Pollution and Prevention Plan (SWPPP). The CM will monitor AQMD requirements for dust control and will call in for expert testing if necessary. Should hazardous materials be discovered, a mitigation plan will be developed along with the City and if necessary, specialists.

2.15 Materials Testing

Material testing which shall conform to all Caltrans requirements and the City's QAP. Review of ARHM, AC, mix designs, provide assistance as requested with respect to qualifying the equipment, and process of asphalt concrete production for the contractor prior to construction. Review PCC mix design and provide consultation with City for approval of mixes for the project. Material testing of soil, concrete, metal, steel, and other materials as required per the plans and specifications. Field observation and testing during subgrade preparation, trench backfill, structure backfill, aggregate base placement, and during AC pavement placement. Field density testing will be performed to evaluate the Contractor's compaction operation. Provide timely and accurate reports of all testing and inspections. Laboratory testing including Proctor density, sieve analysis,

sand equivalent, durability index, R-value, compression testing of concrete cylinders, Hveem stability/unit weight, and extraction/gradation on representative samples obtained in the field.

2.13 Public Relations

The consultant can assist with public outreach informational meetings and bilingual notifications, graphics.

2.14 Project Close-out

Develop and inspect punch list for final walk-through and project acceptance by City, negotiate final payment, deliver as-builts to design engineer, prepare final construction reports, obtain final release of permits, and deliver project records to the City.

B.1.1 Approach to the City's Expectations for Project Implementation

Quality construction does not just happen. It is the result of the successful alliance between the owner, designer, contractor, and construction manager. Quality levels are established by the owner and are translated into quality requirements by the design engineer. The contractor works to interpret these requirements and to maintain the stated standards throughout the construction effort. The Construction Manager facilitates communications between all of these parties as well as other outside stakeholders with an interest in the project to make sure that the designer's vision is properly interpreted, that changed conditions are accommodated, and that everyone with a stake in the success of the project is heard. This must be done while making certain that schedule is maintained and budgets are adhered to.





We promptly process submittals, review schedules, and examine plans to ensure potential issues are anticipated and options for solutions are given in advance.

Pre-Construction Services & Bid Support
BergCM is known for our insightful constructability reviews that have saved clients millions of dollars, as well as countless labor-

hours, by reducing changes during construction. Key areas of concern include:

- Identifying ambiguities, conflicts, and deficiencies in the documents
- Verifying contract provisions related to time constraints, jobsite access, contractor staging and storage areas, and temporary construction facilities
- Ensuring that testing and acceptance criteria for material and equipment are clearly defined and appropriate
- Verifying that existing conditions are properly reflected in the design
- Review of staging, phasing and sequencing.

Santa Monica Water Main Line Replacement Project

MEETING MINUTES

PROJECT TITLE	Water Main Line Reconstruction	CITY PROJECT NO	SP2383
MEETING SUBJECT	Pre-Construction Meeting	DRAWING NO.	U3799
MEETING DATE	November 15, 2016	MEETING LOCATION	Public Works
MEETING TIME	9:00 AM	SIGN IN SHEET	See attached
DATE OF ISSUE	November 28, 2016	ATTACHMENTS	Sign-In Sheet

ITEM	DESCRIPTION	STATUS	DUE	BALL IN COURT
1.0	Introduction of All Parties <ul style="list-style-type: none"> See attached sign-in sheet 	INFO ONLY	N/A	INFO ONLY

As a part of the constructability exercise, we will review the planned schedule and budget to see if they are consistent with the design and project constraints.

During bidding, we provide support by answering bidder's questions and investigating issues. After award, we will work with you to get the project started on the right track by conducting pre-construction meetings to review preliminary schedules, discuss procedures and to begin to build a collaborative stakeholder team between the contractor, the City, the designer, BergCM, and third parties.

During the pre-construction meeting, the requirements and intent of the scheduling effort are also discussed. This is the first opportunity to work with the contractor to establish a mutual understanding of the scheduling goals:

- The schedule is a team effort

- Communications with team members is important
- Consistent and clearly defined reporting is critical for effective communication

Project Administration

BergCM staff are thoroughly familiar with Caltrans procedures and standards included in the Local Assistance Procedures Manual, and the Construction (RE) manual, and shall perform construction inspection services, as well as office engineering and field calculations, to support the construction of the project in conformance with these standards. Our goal as CM is to make certain that the project moves forward consistent with all applicable administrative requirements while focusing on the nuts and bolts of safety, quality, schedule and cost.

We are firm believers in the partnering approach to project delivery and have seen the benefits that a strong partnering relationship can bring. Partnering encourages continuous communication between the designer, managers, owners, and contractors, resulting in team synergy, cooperation and conflict avoidance. Partnering is more than meetings – it is an attitude and an approach to the work that looks for common ground in achieving project goals.



BergCM believes in constant communication and coordination with all stakeholders and third parties.

The process is not complicated. It starts with the recognition that all the participant organizations are stakeholders in the success of the project and each stakeholder can impact the results of others.

Success for all is measured by a set of common objectives: meeting the performance requirements, controlling schedule and costs, and completing the project in a manner that all of the stakeholders are satisfied with the results.

Communications

Regular project meetings are necessary to maintain open communications on the project. The CM will hold weekly meetings for coordination with the construction contractor, review work progress, safety and issue resolution, and all concerned parties will be encouraged to attend.

Recordkeeping

We will maintain daily job dairies, drawing registers, monthly reports, description of work completed, work forecast, cost forecast, change orders completed and pending, and track all correspondence during the course of project work. Project records include photo documentation of safety concerns or questionable work quality, coordination activities, work progress, extra work account activity, matters involving adjacent property and right-of-way issues. Each team member will be responsible for providing a detailed written daily report of work assignments complete with supporting time sheets and photos.

Our filing systems comply with the Caltrans Local Assistance Procedures Manual (LAPM), and we will upload all electronic documentation to a system accessible by City staff.

Submittals

Each contractor submittal will be date stamped, logged in and tracked. We promptly process submittals, including shop drawings, samples, and other data submitted by the contractor. To ensure that submittals are complete prior to processing, we review each submittal for compliance with the specifications before forwarding them on for review. When submittals are returned, our field staff verifies the submittals that the designer wants resubmitted do, in fact, require resubmittal. If an “approved as noted” action can be used in lieu of resubmittal, time is saved in the delivery of materials and equipment. The CM and office engineer will develop a list of submittals and due

dates in order to work with the contractor for timely submittals and reviews to facilitate staying on schedule.

Project Record Documents

We maintain at the onsite project office, on a current basis, a record copy of all contracts, drawings, plans, specifications, addenda, and change orders in good order and marked to record all changes made during construction; shop drawings; product data; samples; submittals; purchases; materials; equipment; applicable handbooks; maintenance and operating manuals and instructions; other related documents and revisions which arise out of the contracts or work. Typically, the contractor provides the office trailer; but for smaller projects, we are able to utilize our mobile office system from our vehicles. Alternatively, we see the City's growth and improvements being made, and BergCM would welcome the opportunity to develop an office in Rialto.

Reporting

The RE is responsible for generation of an accurate monthly report, showing progress from the previous month's activities as well as look ahead work projections. Photos are included in such reports. Weekly reports may also be provided.

As-Built Information

We monitor the contractor's work effort to make certain that as-built data is being kept and properly recorded. The inspector is responsible for noting changes to the design and making certain that the contractor follows up with these changes during the progress payment review.

Construction Coordination

Utility Relocations

The CM and inspection staff shall remain in close communication with the various utilities with facilities in and around the project site.

As a part of the constructability review, the following is advised:

- Conduct a pre-bid meet-and-mark with each separate utility owner. Identify their concerns and minimal coverages required for work

over their facilities. Relevant information gathered is to be written in the contract.

- Verify overhead clearance at critical areas where construction will occur.

Consistent follow-up with impacted agencies during construction will ensure that no stakeholder is left uninformed or unable to respond to the moving construction schedule.



BergCM has several registered stormwater practitioners including proposed Project Manager, Dave Smith, who is a Qualified Stormwater Developer (QSD).

SWPPP Oversight

We will verify that the environmental requirements contained in the SWPPP are incorporated into the contract documents. Site inspections to ensure Best Management Practices and record-keeping will be performed by qualified staff, and we will work with the contractor to be pro-active to avoid any storm-related problems.

Review Traffic Control Plans

A well-thought-out Traffic Control Plan (TCP) will provide continuity of safe and efficient traffic flow, with sufficient detail to facilitate vehicle and pedestrian traffic through temporary traffic control zones. The plan is based on the Manual of Uniform Traffic Control Devices (MUTCD), the Caltrans standard approved highway drawings and manuals. As a part of the constructability review, we should consider:

- Meeting with the City Engineer to understand what is required for traffic control submittals and how long they anticipate that it will take them to review before they are approved.

- Identifying the peak traffic periods which the contractor must work around, which should be included in specifications of the contract.
- Identifying areas where coordination with other anticipated construction projects are needed to ensure that duplicate or conflicting signing is not used and to ensure compatibility of traffic control between adjacent projects.

Once the contract is awarded, we will review the contractor's Traffic Management Plan (TMP), paying close attention to the following issues:

- Pedestrian access coordination
- Conformity to plans and known work arounds
- Maintenance of disability access at all times during the construction phase
- Signage including Portable Changing Message Signs (PCMS) – if used
- Adequate delineators

The CM will facilitate coordination with the City Traffic Engineer and the Caltrans permit officer with recommendations for approval.



Proposed Project Manager, Dave Smith, PE, QSD, and Dominic Costello, Lead CM, review traffic flow.

Construction Inspection

Typically, Quality Control (QC) is the contractor's responsibility while the CM provides Quality Assurance (QA) to verify that the QC procedures are being carried out. We have developed a comprehensive Quality Assurance Manual that sets forth objectives and procedures for

establishing and maintaining quality during construction. Where required, it will fulfill federal funding requirements.

Key elements of the QA process include:

- Trust but verify
- Proactively monitor fieldwork to preclude when possible non-compliant work quality
- Document differing site conditions
- Sample and test using prescribed frequencies and correct tests
- Identifying deficiencies in the work product and tracking of corrective actions as necessary
- Issue non-conformance reports (NCRs), when necessary

A Strong Construction Monitoring Program Includes:

Determining that material and workmanship are in compliance with requirements of the plans and specifications

Evaluating progress for payment purposes

Preparing daily reports, maintaining record documentation

Creating an extensive photographic record project progress and potential issues, photo referencing for daily inspection reports

Maintaining redline as-built plans throughout construction

Anticipating issues that might affect the project quality and/or schedule, from their experience with prior similar projects

Safety

Safety is everyone's responsibility, and we work to make certain that there is an environment that promotes safety on and around the project. We appreciate and place the highest priority on the need for continuous awareness of project safety. A safe project site is a productive site.

Prior to the start of major work, we hold a job risk analysis meeting with the contractor. Typically, this would be a submittal on their part for discussion and review.

Safety is a subject of every weekly meeting where we discuss safe work practices. To promote worker and public safety, we participate in safety reward luncheons. Our field staff is OSHA and HAZMAT trained and promote safe practices by pointing out equipment or situations that are not safe and praising a safe work approach.



Project Support

Material Testing and Confirmation

Laboratory testing services and verification testing for contract compliance will be provided by Ninyo & Moore. Ninyo & Moore has provided geotechnical, materials testing and inspection services throughout San Bernardino County.

The standard and frequency of testing is typically listed in contract documents and is listed in the current Caltrans Construction Manual. These services will be directed by the CM who will monitor Ninyo & Moore's activities for cost and budget control. Re-testing expenses that are attributed to the contractor will be separately tracked on a monthly basis and identified for reimbursement by the contractor.

Our inspectors are knowledgeable of testing methods and the required frequencies. Test reports will be collected and checked against work completed to make certain that we have a continuous and complete record of the work. Our

quality assurance for testing verifies the contractor's quality control.



For the N. Santa Monica Boulevard Reconstruction in Beverly Hills, BergCM supported the City's public relations staff throughout construction by providing an array of public relations tools including project notices, graphics, maps, videography, outreach events and a 24-hour helpline.

Public Outreach and Support

BergCM routinely provides supplemental support to public agency outreach efforts including planning and execution of project events, development of materials and media, creation and maintenance of contact lists and with presentation assistance. We have graphic artists and photographers that support our field staff to make certain that project information is presented effectively.

On numerous BergCM projects, we support the Owner's public relations department, responsible for furnishing construction information to a variety of communication outlets such as emergency service providers, the Chamber of Commerce, local bus services, tourism organizations, school systems, trucking industries and local media. Regularly scheduled meetings with the field staff and the City will help to provide accurate dissemination of construction activity information. The key to keeping commuters tolerant of project construction is frequent and advance sharing of project impacts, detours, schedule, and benefits to the community.

Cost and Schedule and Change Management

Progress Payments

On a monthly basis, we review the contractor's progress payment request. Typically, we encourage the contractor to meet with us prior to formal submission of the progress request to make certain that there are no miscommunications that might delay review and approval. In addition to verification of quantities to ensure that the contractor is not being overpaid, the review includes:

- Review of as-built documentation to make certain that it is up-to-date.
- Review of onsite materials advance payments (if allowed under contract) to make certain that materials previously paid for remain properly stored and, if incorporated into the work, are deducted from the advance installed price.
- Review of amounts withheld to correct any significant deficiencies that have been identified but not corrected.

Schedule Control

Contractor schedules are important tools in the schedule management effort. These submittals demonstrate whether the contractor has an understanding of what needs to be done to complete the work and highlights what they think may be critical. Schedules related to submittals and material and equipment procurement must also be taken into consideration so that everyone knows how they may impact other parts of the project. A realistic baseline schedule is essential,

but working schedules are useful tools. The baseline schedule, established at the beginning of the project, should reflect the contractor's intended work plan for the project. Monthly updates are to confirm project work accomplished and any proposed logic changes. The three-week look ahead represents a working schedule and is used to manage present activities and is useful to the CM for arranging quality assurance tests inspections.

We actively manage the schedule by focusing on time-critical activities and ensuring these activities are not delayed. If the schedule slips, and when necessary, we suggest corrective actions for consideration and oftentimes assist the contractor in developing a recovery schedule.

Change Orders and Claims

Working to ensure that construction contracts are a success is largely a common-sense approach. A construction contractor will be most profitable when there are minimal disruptions to the flow of the work. Unfortunately, designs are not perfect, communications are not always clear, and conditions may not be what they appeared to be. The more efficiently we can respond to questions and changes, the less likely there will be added costs to argue about. Timely and fair administration of change management will reduce the likelihood that issues will escalate into a claim situation.

A cost/price analysis will be developed and shared with the contractor to compare with their cost analysis from which hopefully a fair negotiation ideally results in an agreed price. Cost for pending

PROJECT RISK REGISTER																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																		
PROJECT TITLE				Fallbrook Water Treatment Plant										PROJECT BUDGET		\$15,325,000		PROJECT DURATION		15 Months		Last Updated		10/15/19																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																										
ID No.	Status	Priority	Date Identified	Risk Identification			Quantitative Analysis							Qualitative Display of Max Impact				Risk Mitigation Plan				Implementation and Monitoring																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																												
				Summary Description Risk and/or Opportunity	Detailed Description of Risk Event (Specific, Measurable, Attributable, Relevant, Timebound) [SMART]	Risk Impact	Type	Cost Impact Range (B, M, W)	Schedule Impact Range (B, M, W)	Risk Distribution	Best Case Worst Case	Likely Cost or Schedule Impact	Likelihood	Potential Impact	Risk Matrix Red = Major disruption likely Yellow = Some disruption Green = Minimum impact	Strategy	ACTION TO BE TAKEN Response Actions including advantages and disadvantages include date	Risk Owner	Cost Contingency	Date, Status and Review Comments (Do not delete prior comments, therefore providing a history)	Expiration Event																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																													
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0	Open	1	8/15/09	Risk	Additional piling requirement	Soil conditions are inconsistent and may result in significantly more piling lengths than planned.	Cost, Schedule	8.0 11.0 20.0	10.0% 80.0% 10.0%	Best Likely Worst	2 5 10	25.0% 50.0% 25.0%	Best Likely Worst	11.4 5.5 3.0	50% Moderate Project	VH																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																		</

We use Risk Registers to track issues that have the potential to impact the cost and schedule on a project – positively and negatively. Tracking continues until the risk ceases to be relevant or until it is memorialized in a change.

changes will be shown as a cost forecast until approved at which time the current budget can be updated.

BergCM encourages cost tracking with trending and forecasting. A trend notice procedure can be established to provide management with early warning of conditions that might affect costs so that corrective actions can be implemented in a timely manner.



Our Risk Manager, Ken Fredrickson, is trained in dispute resolution processes and procedures and can provide guidance on effective approaches to avoiding claims.

While claim prevention is preferable to having to deal with a claim, dealing with disagreements in the interpretation of contract requirements or field conditions is a part of the construction process. Good communications are vital to a successful project and to the minimization of claims and disputes as is the need for project staff to be knowledgeable of the requirements of the contract.

We encourage a program of risk monitoring and control that continues for the life of the project.

The Risk Register will change as the project matures, new risks develop, and anticipated risks are managed out or fail to occur. Periodic reviews repeat the tasks of identification, analysis, and response planning. If an unanticipated risk emerges, or a risk's impact is greater than expected, the planned response may not be adequate, and additional response planning will be required.

CM costs need to be managed as a part of the overall program. The CM contract is cost reimbursable based on the agreed upon cost proposal. SBCTA will be kept informed of the rate of spending, and we will notify you of legitimate changes to the scope that may impact our ability to maintain the agreed-upon work plan and budget.

Project Closeout

As a company, we continue to develop processes and procedures that allow us to work more efficiently. Project closeout often takes more time than expected due to slow contractor submissions of final documentation. Tracking tools such as the Permit and TCE Log and Risk Registers allow us to closely monitor open issues and close them during the project so that closure can occur quickly.

CM TCE ACCEPTANCE AND CLOSEOUT					
Date Work Cmpl'd (Planned)	Date of Walkthru (Planned)	Property Owner Signoff	E-mail Confirmation to OCTA	BIC	Comments
NOTE: All 'Planned' work dates by Flatiron are estimated as the current schedule does not reflect current plans.					
(Oct 2017)				MCJG-OCTA	OCTA received extension contract back. OCTA send \$ prop owner.
(Oct 2017)				MCJG-OCTA	Prop owner informed OCTA they will sign extension. G awaiting paperwork.
					PE not a TCE
					PUE not a TCE
(Oct 2017)				MCJG-OCTA	OCTA received extension contract back. OCTA send \$ prop owner.

Permit and TCE Tracking and Close-out Log

Temporary Construction Easements (TCE's) is an important aspect of timely project closeout.

We track the status of each permit and TCE to:

- Verify TCE's shown on plan actually exist in agreements with the various third parties.
- Verify TCE's identified are sufficient to allow access and adequate work area for which they are intended.
- Verify that TCE's allow an adequate amount of time to complete the work intended.
- Verify the contract includes language whereby the TCE's are secured at the end of each work day to preclude theft or loss of property of the adjoining party.
- Ensuring that each property owner has inspected and accepted the condition of their property at the completion of that element of work.

Maintenance of as-built documentation is critical for an efficient project.

There are significant cost and schedule impacts when new construction or maintenance operations are dependent upon incorrect as-built data. At the end of the contract, we compare the accumulated data collected by the inspectors to that prepared by the contractor. We forward the cumulative data to the designer for use as the as-built record for the site.

Identification of discrepancies at various stages of the work is important to maintaining a quality project.

As elements of the work approach completion, it is important that records of discrepancies be reviewed to make certain those items have been corrected. Pre-final inspections and testing of individual systems will be started as early as practical. Detailed records of outstanding punch list items and deficiencies will be monitored so that everything is completed in a timely manner and so that qualified staff is on site to perform the work. This allows corrections to be made while personnel and equipment are still in the area and minimizes the cost of correction and associated disagreements about the need for correction. In addition to construction related issues, punch lists will track:

- Survey notes and record drawings
- O & M manuals, warranty certificates
- Final inspection reports from agencies and utilities and certificates of occupancy
- Lien releases

Completion of construction is not completion of the project.

Once the work has been accepted as substantially complete, there are a number of items that need to be managed in order to finalize the contract and turn over the facility. The CM procedures manual will contain a specific completion and closeout plan based on a review of the contractor's responsibilities contained in the contract documents. This ensures that all documentation, permits, and warranties are identified and obtained. As the project progresses, we will be encouraging the contractor to provide final submittals, warranties,

and other final documentation well before the project is complete.

Finally, as-built documentation developed during the last few months of the work will be incorporated into the as-built record that has been maintained and updated throughout the life of the project.

Scope of Services

Ninyo & Moore

SCOPE OF SERVICES

Based on our conversations with you, our understanding of the proposed construction, and our experience with similar projects, we propose to provide the following scope of services:

- Project coordination, management and technical support including review of the project geotechnical reports, plans and specifications, work scheduling and distribution of test data.
- Attendance at pre-construction meetings and as-requested field meetings.
- Material testing which shall conform to all Caltrans requirements and the City's QAP.
- Review of ARHM, AC, mix designs, provide assistance as requested with respect to qualifying the equipment, and process of asphalt concrete production for the contractor prior to construction.
- Review PCC mix design and provide consultation with City for approval of mixes for the project.
- Material testing of soil, concrete, metal, steel, and other materials as required per the plans and specifications.
- Field observation and testing during subgrade preparation, trench backfill, structure backfill, aggregate base placement, and during AC pavement placement. Field density testing will be performed to evaluate the Contractor's compaction operation.
- Provide timely and accurate reports of all testing and inspections.
- Laboratory testing including Proctor density, sieve analysis, sand equivalent, durability index, R-value, compression testing of concrete cylinders, Hveem stability/unit weight, and extraction/gradation on representative samples obtained in the field.

ASSUMPTIONS

Based on the construction schedule described above and our project understanding, the following assumptions have been made in the preparation of our scope of services:

- Our services will be coordinated and scheduled as requested by our client or client's authorized representative.
- Our services are subject to prevailing wage requirements.
- Structural inspections will be provided by others.
- Our estimated fee is based on the assumptions outlined above and does not include stand-by time or costs associated with retesting or re-inspecting materials that were found not to be in compliance with the project plans or specifications. Our services will depend on the construction schedule and the contractor's operations. Hours spent that exceed those in the attached table will be billed on a time-and-materials basis.

EXHIBIT “B”

SPECIAL REQUIREMENTS

(Superseding Contract Standard Language)

N/A

EXHIBIT “C”

SCHEDULE OF COMPENSATION



**Fee Schedule for Construction Management, Inspection and Materials Testing Services
for the Alder Avenue / Randall Street Improvements**

Position	Staff	Rate	Pre-Construction		Construction		Post Construction		TOTALS
			Hours	Cost	Hours	Costs	Hours	Costs	
PM/RE	D. Smith	214.09	16	3,425.44	600	128,454.00	80	17,127.20	\$ 149,006.64
Inspector/OE	R. Moore	122.30	16	1,956.80	2000	244,600.00	248	30,330.40	\$ 276,887.20
Elect Insp	D. Costello	141.60	0		120	16,992.00			\$ 16,992.00
Admin	TBD	63.25	0		800	50,600.00	80	5,060.00	\$ 55,660.00
Outreach	J. Saunders	100.14	32	3,204.48	96	9,613.44	16	1,602.24	\$ 14,420.16
Mat Testing	Ninyo & Moore	See estimate submitted by N&M							\$ 55,604.00
Scheduler	K. Byers	131.02	24	3,144.48	96	12,577.92	0		\$ 15,722.40
Total Budget								\$	584,292.40

Notes:

- 1) Office to be provided by Construction Contractor.
- 2) Construction duration expected to be 250 working days per RFP Addendum #1.
- 3) Above rates conform to DIR determinations for prevailing wage rates for classified positions. No overtime has been included in estimate.
R. Moore (Classified) rate reflects average to allow for DIR determination 2% annual increase.
- 4) Rates include vehicles and cell phone. Office equipment not included.
- 5) This cost submittal is an estimated cost proposal. Actual costs are dependent upon contractor's schedule.
- 6) Project supplies such as printing or copying invoiced at cost with no markup.

Ninyo & Moore

Table 1 - Breakdown of Estimated Fee for Alder Avenue				
Project Coordination and Background Review				
Principal Engineer/Geologist/Environmental Scientist	2 hours	@ \$ 178.00 /hour	\$	356.00
Senior Project Engineer/Geologist/Environmental Scientist	16 hours	@ \$ 163.00 /hour	\$	2,608.00
		Subtotal	\$	2,964.00
Field Services				
Field Technician - Subgrade, Aggregate Base and AC	80 hours	@ \$ 92.00 /hour	\$	7,360.00
ACI Concrete Technician	12 hours	@ \$ 98.00 /hour	\$	1,176.00
Concrete/Asphalt Batch Plant Inspector	24 hours	@ \$ 98.00 /hour	\$	2,352.00
Field Vehicle and Equipment Usage	116 hours	@ \$ 12.00 /hour	\$	1,392.00
		Subtotal	\$	12,280.00
Laboratory Analyses				
Proctor Density, ASTM D 1557	6 tests	@ \$ 200.00 /test	\$	1,200.00
Sieve Analysis	6 tests	@ \$ 130.00 /test	\$	780.00
Sand Equivalent	3 tests	@ \$ 110.00 /test	\$	330.00
Durability Index	2 tests	@ \$ 195.00 /test	\$	390.00
Cleanliness Value	2 tests	@ \$ 160.00 /test	\$	320.00
R-Value	2 tests	@ \$ 295.00 /test	\$	590.00
Compression Tests, 6x12 Cylinder, C39	12 tests	@ \$ 25.00 /test	\$	300.00
AC Hveem Stability and Unit Weight	3 tests	@ \$ 215.00 /test	\$	645.00
AC Extraction, % Asphalt, Including Gradation	3 tests	@ \$ 240.00 /test	\$	720.00
Concrete Mix Design Review, Project Spec	2 tests	@ \$ 155.00 /test	\$	310.00
Asphalt Mix Design Review, Job Spec	2 tests	@ \$ 165.00 /test	\$	330.00
		Subtotal	\$	5,915.00
Report Preparation				
Principal Engineer/Geologist/Environmental Scientist	2 hours	@ \$ 178.00 /hour	\$	356.00
Senior Project Engineer/Geologist/Environmental Scientist	8 hours	@ \$ 163.00 /hour	\$	1,304.00
Technical Illustrator/CAD Operator	6 hours	@ \$ 92.00 /hour	\$	552.00
Data Processing, Technical Editing, or Reproduction	4 hours	@ \$ 68.00 /hour	\$	272.00
		Subtotal	\$	2,484.00
TOTAL ESTIMATED FEE			\$	23,643.00

Table 2 - Breakdown of Estimated Fee for Randall Avenue				
Project Coordination and Background Review				
Principal Engineer/Geologist/Environmental Scientist	2 hours	@ \$ 178.00 /hour	\$	356.00
Senior Project Engineer/Geologist/Environmental Scientist	18 hours	@ \$ 163.00 /hour	\$	2,934.00
		Subtotal	\$	3,290.00
Field Services				
Field Technician - Subgrade, Aggregate Base and AC	80 hours	@ \$ 92.00 /hour	\$	7,360.00
Field Technician - Trench Backfill	28 hours	@ \$ 92.00 /hour	\$	2,576.00
ACI Concrete Technician	48 hours	@ \$ 98.00 /hour	\$	4,704.00
Concrete/Asphalt Batch Plant Inspector	24 hours	@ \$ 98.00 /hour	\$	2,352.00
Field Vehicle and Equipment Usage	180 hours	@ \$ 12.00 /hour	\$	2,160.00
		Subtotal	\$	19,152.00
Laboratory Analyses				
Proctor Density, ASTM D 1557	6 tests	@ \$ 200.00 /test	\$	1,200.00
Sieve Analysis	6 tests	@ \$ 130.00 /test	\$	780.00
Sand Equivalent	3 tests	@ \$ 110.00 /test	\$	330.00
Durability Index	2 tests	@ \$ 195.00 /test	\$	390.00
Cleanliness Value	2 tests	@ \$ 160.00 /test	\$	320.00
R-Value	2 tests	@ \$ 295.00 /test	\$	590.00
Compression Tests, 6x12 Cylinder, C39	40 tests	@ \$ 25.00 /test	\$	1,000.00
Grout and Mortar Compression Tests	12 tests	@ \$ 35.00 /test	\$	420.00
AC Hveem Stability and Unit Weight	3 tests	@ \$ 215.00 /test	\$	645.00
AC Extraction, % Asphalt, Including Gradation	3 tests	@ \$ 240.00 /test	\$	720.00
Concrete Mix Design Review, Project Spec	2 tests	@ \$ 155.00 /test	\$	310.00
Asphalt Mix Design Review, Job Spec	2 tests	@ \$ 165.00 /test	\$	330.00
		Subtotal	\$	7,035.00
Report Preparation				
Principal Engineer/Geologist/Environmental Scientist	2 hours	@ \$ 178.00 /hour	\$	356.00
Senior Project Engineer/Geologist/Environmental Scientist	8 hours	@ \$ 163.00 /hour	\$	1,304.00
Technical Illustrator/CAD Operator	6 hours	@ \$ 92.00 /hour	\$	552.00
Data Processing, Technical Editing, or Reproduction	4 hours	@ \$ 68.00 /hour	\$	272.00
		Subtotal	\$	2,484.00
TOTAL ESTIMATED FEE			\$	31,961.00

Schedule of Fees	
Hourly Charges for Personnel	
Principal Engineer/Geologist/Environmental Scientist	\$ 178
Senior Engineer/Geologist/Environmental Scientist	\$ 168
Senior Project Engineer/Geologist/Environmental Scientist	\$ 163
Project Engineer/Geologist/Environmental Scientist	\$ 156
Senior Staff Engineer/Geologist/Environmental Scientist	\$ 142
Staff Engineer/Geologist/Environmental Scientist	\$ 126
GIS Analyst	\$ 116
Field Operations Manager	\$ 112
Supervisory Technician*	\$ 98
Nondestructive Examination Technician*, UT, MT, LP	\$ 98
ACI Concrete Technician*	\$ 98
Concrete/Asphalt Batch Plant Inspector*	\$ 98
Special Inspector (Concrete, Masonry, Steel, Welding, and Fireproofing)*	\$ 98
Senior Field/Laboratory Technician*	\$ 92
Field/Laboratory Technician*	\$ 92
Technical Illustrator/CAD Operator	\$ 92
Information Specialist	\$ 78
Geotechnical/Environmental/Laboratory Assistant	\$ 76
Data Processing, Technical Editing, or Reproduction	\$ 68
Other Charges	
Concrete Coring Equipment (includes one technician)	\$ 180/hr
PID/FID Usage	\$ 140/day
Anchor load test equipment (includes technician)	\$ 97/hr
Hand Auger Equipment	\$ 65/day
Inclinometer Usage	\$ 40/hr
Vapor Emission Kits	\$ 40/kit
Level D Personal Protective Equipment (per person per day)	\$ 30/p/d
Rebar Locator (Pachometer)	\$ 30/hr
Nuclear Density Gauge Usage	\$ 15/hr
Field Vehicle Usage	\$ 12/hr
Direct Project Expenses	Cost plus 15 %
Laboratory testing, geophysical equipment, and other special equipment provided upon request.	
Notes	
<p>For field and laboratory technicians and special inspectors, regular hourly rates are charged during normal weekday construction hours. Overtime rates at 1.5 times the regular rates will be charged for work performed outside normal construction hours and all day on Saturdays. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day or on Sundays and holidays. Lead time for any requested service is 24 hours. Field Technician rates are based on a 4-hour minimum. Special inspection rates are based on a 4-hour minimum for the first 4 hours and an 8-hour minimum for hours exceeding 4 hours. Field personnel are charged portal to portal.</p> <p>Invoices will be submitted monthly and are due upon receipt. A service charge of 1.0 percent per month may be charged on accounts not paid within 30 days.</p> <p>The terms and conditions of providing our consulting services include our limitation of liability and indemnities as presented in Ninyo & Moore's Work Authorization and Agreement.</p> <p>*Indicates rates that are based on Prevailing Wage Determination made by the State of California, Director of Industrial Relations on a semiannual basis. Our rates will be adjusted in conjunction with the increase in the Prevailing Wage Determination during the life of the project.</p>	

Schedule of Fees for Laboratory Testing

Laboratory Test, Test Designation, and Price Per Test

SOILS		CONCRETE	
Atterberg Limits, D 4318, CT 204	\$ 160	Compression Tests, 6x12 Cylinder, C 39	\$ 25
California Bearing Ratio (CBR), D 1583	\$ 485	Concrete Mix Design Review, Job Spec	\$ 155
Chloride and Sulfate Content, CT 417 & CT 422	\$ 175	Concrete Mix Design, per Trial Batch, 6 cylinder, ACI	\$ 825
Consolidation, D 2435, CT 219	\$ 300	Concrete Cones, Compression (excludes sampling), C 42	\$ 60
Consolidation - Time Rate, D 2435, CT 219	\$ 75	Drying Shrinkage, C 157	\$ 350
Direct Shear - Remolded, D 3080	\$ 325	Flexural Test, C 78	\$ 65
Direct Shear - Undisturbed, D 3080	\$ 275	Flexural Test, C 293	\$ 60
Durability Index, CT 229	\$ 165	Flexural Test, CT 523	\$ 60
Expansion Index, D 4829, IBC 18-3	\$ 180	Gumbo/Shrinkage, Panels, 3 cut cores per panel and test, ACI	\$ 275
Expansion Potential (Method A), D 4546	\$ 160	Job-site Testing Laboratory	Quote
Geofabric Tensile and Elongation Test, D 4632	\$ 180	Lightweight Concrete FI, Compression, C 495	\$ 45
Hydraulic Conductivity, D 5064	\$ 330	Petrographic Analysis, C 856	\$ 1,900
Hydrometer Analysis, D 422, CT 203	\$ 220	Restrained Expansion of Shrinkage Compensation	\$ 270
Moisture, Ash, & Organic Matter of Peat/Organic Soils	\$ 120	Splitting Tensile Strength, C 496	\$ 90
Moisture Only, D 2216, CT 226	\$ 35	3x6 Grout, (CLSM), C 39	\$ 45
Moisture and Density, D 2937	\$ 45	2x2x2 Non-Shrink Grout, C 109	\$ 45
Permeability, CH, D 2434, CT 220	\$ 255		
pH and Reactivity, CT 643	\$ 175		
Proctor Density D 1557, D 698, CT 216, & AASHTO T 99 (Rock corrections add \$100)	\$ 200	ASPHALT CONCRETE	
R-values, D 2844, CT 301	\$ 295	Air Voids, T 269	\$ 90
Sand Equivalent, D 2419, CT 217	\$ 110	Asphalt Mix Design, Caltrans (incl. Aggregate Quality)	\$ 2,800
Sieve Analysis, D 422, CT 202	\$ 130	Asphalt Mix Design Review, Job Spec	\$ 165
Sieve Analysis, 200 Wash, D 1140, CT 202	\$ 100	Dust Proportioning, CT LP-4	\$ 50
Specific Gravity, D 854	\$ 100	Extraction, % Asphalt, including Gradation, D 2172, CT 382	\$ 240
Thermal Reactivity (ASTM 5334, IEEE 442)	\$ 680	Film Stripping, CT 302	\$ 110
Triaxial Shear, C.D., D 4767, T 297	\$ 430	Hveem Stability and Unit Weight D 1560, T 246, CT 366	\$ 215
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt	\$ 365	Marshall Stability, Flow and Unit Weight, T 245	\$ 240
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt	\$ 210	Maximum Theoretical Unit Weight, D 2041, CT 309	\$ 150
Triaxial Shear, U.U., D 2850	\$ 155	Moisture Content, CT 370	\$ 85
Unconfined Compression, D 2106, T 208	\$ 120	Moisture Susceptibility and Tensile Shrink Ratio, T 236, CT 371	\$ 1,000
Wear Density, D 1188	\$ 100	Slurry Wet Track Abrasion, D 3910	\$ 150
		SuperPave, Asphalt Mix Verification (incl. Aggregate Quality)	\$ 5,200
		SuperPave, Cymatrix Unit Wt., T 312	\$ 75
		SuperPave, Hamburg Wheel, 20,000 passes, T 324	\$ 1,000
		Unit Weight sample or cone, D 2726, CT 308	\$ 100
		Voids in Mineral Aggregate, (VMA) CT LP-2	\$ 50
		Voids filled with Asphalt, (VFA) CT LP-3	\$ 50
MASONRY		AGGREGATES	
Brick Absorption, 24-hour submersion, C 67	\$ 50	Clay Lumps and Friable Particles, C 142	\$ 160
Brick Absorption, 5-hour boiling, C 67	\$ 60	Cleaness Value, CT 227	\$ 160
Brick Absorption, 7-day, C 67	\$ 65	Crushed Particles, CT 205	\$ 165
Brick Compression Test, C 67	\$ 50	Durability, Coarse or Fine, CT 229	\$ 195
Brick Efflorescence, C 67	\$ 50	Fine Aggregate Angularity, ASTM C 1262, T 304, CT 234	\$ 180
Brick Modulus of Rupture, C 67	\$ 45	Flat and Elongated Particles, D 4791	\$ 220
Brick Moisture as received, C 67	\$ 40	Lightweight Particles, C 123	\$ 180
Brick Saturation Coefficient, C 67	\$ 55	Los Angeles Abrasion, C 131 or C 535	\$ 200
Concrete Block Compression Test, 8x8x16, C 140	\$ 65	Material Finer than No. 200 Sieve by Washing, C 117	\$ 75
Concrete Block Compressive Package, C 90	\$ 465	Organic Impurities, C 40	\$ 80
Concrete Block Linear Shrinkage, C 426	\$ 135	Potential Alkal Reactivity, Mortar Bar Method, Coarse, C 1260	\$ 950
Concrete Block Unit Weight and Absorption, C 140	\$ 60	Potential Alkal Reactivity, Mortar Bar Method, Fine, C 1260	\$ 1,250
Cores, Compression or Shear Bond, CA Code	\$ 60	Potential Reactivity of Aggregate (Chemical Method), C 289	\$ 450
Masonry Grout, 3x6x6 prism compression, C 39	\$ 35	Sand Equivalent, T 176, CT 217	\$ 110
Masonry Mortar, 2x4 cylinder compression, C 109	\$ 35	Sieve Analysis, Coarse Aggregate, T 27, C 136	\$ 115
Masonry Prism, full size, compression, C 1019	\$ 120	Sieve Analysis, Fine Aggregate (including wash), T 27, C 136	\$ 130
Masonry Prism, full size, compression, C 1019	\$ 185	Sodium Sulfate Soundness, C 88	\$ 450
		Specific Gravity and Absorption, Coarse, C 127, CT 206	\$ 100
		Specific Gravity and Absorption, Fine, C 126, CT 207	\$ 160
REINFORCING AND STRUCTURAL STEEL		ROOFING	
Chemical Analysis, A 36, A 615	\$ 135	Roofing Tile Absorption, (set of 5), C 67	\$ 210
Flareproofing Density Test, USC 7-6	\$ 60	Roofing Tile Strength Test, (set of 5), C 67	\$ 210
Hardness Test, Rockwell, A 370	\$ 70		
High Strength Bolt, Nut & Washer Conformance, per assembly, A 325	\$ 130		
Mechanically Spliced Reinforcing Tensile Test, ACI	\$ 150		
Pre-Stress Strand (7 wire), A 416	\$ 170		
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	\$ 55		
Structural Steel Tensile Test: Up to 200,000 lbs. (machining extra), A 370	\$ 80		
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI	\$ 50		

Special preparation of standard test specimens will be charged at the technician's hourly rate.
Ninco & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.

SCHEDULE OF PERFORMANCE

The City and Consultant shall agree on a schedule of performance for the scope of work after the Notice To Proceed (NTP) is issued by the Director of Public Works.