



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Public Works

Prepared by: Bill Guerin,
Director of Public Works

City Manager Approval: 

File No.: 16.01.241.01

TOPIC: FRANCISCO BOULEVARD EAST SIDEWALK IMPROVEMENTS

SUBJECT: ADOPTION OF RESOLUTIONS RELATED TO THE FRANCISCO BOULEVARD EAST SIDEWALK IMPROVEMENTS PROJECT, CITY PROJECT NO. 11349:

1. RESOLUTION AWARDING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION AGREEMENT FOR THE FRANCISCO BOULEVARD EAST SIDEWALK IMPROVEMENTS PROJECT WITH GHILOTTI BROS., INC IN THE AMOUNT OF \$3,996,596.50, AUTHORIZING CONTINGENCY FUNDS IN THE AMOUNT OF \$563,403.50, AND AUTHORIZING A CONSTRUCTION ALLOWANCE FOR ADDITIONAL TRAFFIC SIGNAL AND STORM DRAIN IMPROVEMENTS IN THE AMOUNT OF \$900,000 FOR A TOTAL APPROPRIATED AMOUNT OF \$5,460,000.
2. RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH PARK ENGINEERING, INC. FOR INSPECTION SERVICES ASSOCIATED WITH THE FRANCISCO BOULEVARD EAST SIDEWALK IMPROVEMENTS PROJECT, IN THE AMOUNT OF \$373,504.

RECOMMENDATION: Staff recommends that the City Council:

1. Adopt the resolution awarding and authorizing the City Manager to execute a construction agreement with Ghilotti Bros., Inc. in the amount of \$3,996,596.50, authorizing contingency funds in the amount of \$563,403.50, and authorizing a construction allowance for additional traffic signal and storm drain improvements in the amount of \$900,000.
2. Adopt the resolution authorizing the City Manager to execute a professional services agreement with Park Engineering, Inc. for inspection services in an amount not to exceed \$373,504.

BACKGROUND: Grand Avenue and Francisco Boulevard East form the primary corridor for residents living in the Canal Neighborhood, the most densely populated area in Marin County, to access downtown San Rafael, the San Rafael Transit Center, SMART train station, Montecito

FOR CITY CLERK ONLY

File No.: _____

Council Meeting: _____

Disposition: Resolution No. _____

SAN RAFAEL CITY COUNCIL AGENDA REPORT / Page: 2

Plaza, and San Rafael High School. Local street connections between the Canal Neighborhood and the rest of the City are severely limited by the constraints of the San Rafael Canal waterway, the existing Grand Avenue Bridge, Highway 101, and Interstate 580. The Francisco Boulevard East Sidewalk Improvements project (“Sidewalk Project”) is the final phase of a multi-project, long-term vision that will fill a significant bicycle/pedestrian safety gap within a major north-south corridor and will successfully link to other recently constructed bicycle/pedestrian improvements, most notably the pedestrian bridge crossing the San Rafael Canal installed in 2019. Upon completion of the Sidewalk Project, a seamless bicycle/pedestrian facility from Downtown to the Canal Neighborhood will be realized and greatly improve safety and connectivity in East San Rafael.

This project has been a long-standing, high-priority project for the San Rafael City Council. In March 2008, the City retained an engineering consulting firm to perform extensive public outreach and begin development of construction plans that were advanced to approximately the 90-percent design level. In August 2013, when additional federal funding became available, the City retained another consulting firm to obtain environmental clearance and complete the design.

Over the course of several years, City staff pursued construction funding for the Sidewalk Project through various grant opportunities. In 2016, the City applied for a federal grant through the Active Transportation Program (ATP) administered by Caltrans. The application was favorably received, and subsequently the City was awarded \$4,025,000 in construction funds that were allocated to the City to begin reimbursement this fiscal year. To augment the ATP grant funding, City staff worked closely with the Transportation Authority of Marin (TAM) and identified an additional \$2,100,000 in federal funds from Congestion Mitigation and Air Quality Improvement Program (CMAQ) thus bringing the construction budget to \$6,125,000. The CMAQ funds have been programmed for the 2020-21 fiscal year.

ANALYSIS: In addition to the actual construction contract, staff proposes to obtain outside consultants to perform certain services needed for completion of the Sidewalk Project. Therefore, staff is recommending the City Council approve two separate agreements, as set forth below.

1. Resolution re Award of Construction Contract

The project was advertised in accordance with San Rafael’s Municipal Code on February 13, 2020, and on April 29, 2020 at 10:30 AM the following bids were received and read aloud:

| <u>NAME OF BIDDER</u> | <u>AMOUNT</u> |
|-------------------------------|---------------|
| Ghilotti Bros., Inc. | \$3,996,597 |
| Michael Paul Co. Inc. | \$4,350,605 |
| Ghilotti Construction Company | \$4,544,808 |
| Thompson Builders Corporation | \$4,781,548 |

The construction bids have been reviewed by Public Works staff and the low bid from Ghilotti Bros., Inc. in the amount of \$3,996,597 was found to be both responsive and responsible. City staff recommend awarding the construction contract to Ghilotti Bros., Inc. for the bid amount, and also recommend the City Council authorize a construction contingency of approximately 14 percent for the project in an amount of \$563,403.

In addition to the construction contract and contingency totaling \$4,560,000, staff recommend the City Council authorize an allowance of \$900,000 to be utilized for additional storm drain upgrades and traffic signal equipment at Francisco Blvd East/Medway Rd. This allowance

became available as the result of the lower than anticipated contractor bids and professional services for construction support services. Staff will work with the contractor to determine the exact limits of additional work to be constructed or installed and incorporate said work through the contract change order process.

The recommended resolution therefore authorizes a construction budget of \$5,460,000 (\$3,996,597+\$563,403+\$900,000), which is fully supported by the federal grants available to the City.

2. Resolution re Agreement with Park Engineering, Inc. for Inspection Services

Managing construction throughout the duration of the Sidewalk Project will require full-time inspection services to review contractor work and manage coordination between utility companies and private property owners. With federal funding available to augment staff resources, Public Works proposes to obtain a consultant to perform field inspection and project management support to assist City staff in day-to-day management of the project.

On January 24, 2020, Public Works solicited Statements of Qualifications for inspection and material testing services. Four Statements from qualified firms were received on February 13, 2020. All were evaluated by City staff based on criteria specified in the Request for Qualifications including, but not limited to, understanding of the work to be done, previous experience with similar projects, qualified personnel, familiarity with state and federal procedures, and City standards and the local area. Of the four firms that provided a Statement of Qualifications, Park Engineering, Inc. provided the most thorough presentation exhibiting their qualifications. Staff recommends Park Engineering, Inc. as the most qualified consultant for this project.

The recommended resolution authorizes the City Manager to execute a Professional Services Agreement with Park Engineering, Inc. for the required inspection services, in an amount not to exceed \$373,504.

PUBLIC OUTREACH: Public Works staff held several meetings and outreach events over the past two years to inform impacted community members of this project. Meetings held include:

- November 6, 2017 – City Council awarded BKF Engineers to provide 100% Plans
- Summer 2018 – Reached out to business owners and managers with site visits
- December 2018 – Mailed project information flier to 352 Canal-area residents and businesses to provide general information about the project and general scheduling
- August 7, 2019 – Attended San Rafael Bicycle and Pedestrian Advisory Committee (BPAC) meeting and presented the proposed project.
- January 22, 2020 – Conducted a ride-along on a Marin Transit bus for a test run along the proposed northbound Front Street detour.
- April 2020 – City staff provided an update on the project by calling business owners/managers whose businesses are fronted by the Francisco Blvd East work area in addition to having a second informational flier sent to 352 Canal residences and businesses.

If the City Council approves this project to proceed, Public Works will renew outreach by contacting affected neighbors, businesses, and other groups to ensure that the public is aware of the upcoming construction project. This will be accomplished using various social media channels, the City website, and changeable message signs located at various intersections along the corridor.

SAN RAFAEL CITY COUNCIL AGENDA REPORT / Page: 4

FISCAL IMPACT: Staff proposes to fund construction of this project utilizing a combination of two federal grants totaling \$6,125,000 (\$4,025,000 from the Active Transportation Program and \$2,100,000 from the Congestion Mitigation and Air Quality Improvement Program). The construction, inspection, and project management services recommended in this staff report total \$5,833,504. The remaining federal funds will be utilized for miscellaneous expenses related to construction as well as reimbursement of staff time to the extent possible.

OPTIONS:

1. Adopt the resolutions as presented, awarding the construction contract to Ghilotti Bros., Inc. and authorizing a professional services agreement with Park Engineering.
2. Do not award the contract and direct staff to rebid the project. If this option is chosen, rebidding will delay construction by approximately two months and may jeopardize the grant funding timeline.
3. Do not award the contract and direct staff to stop work on the project. If the City does not advance the project into construction, the ATP grant will expire, and the City will lose the funding.

ATTACHMENT:

1. Resolution Awarding Construction Contract to Ghilotti Bros., Inc.
2. Draft Construction Contract with Ghilotti Bros., Inc.
3. Resolution Authorizing Execution of a Professional Services Agreement with Park Engineering for Construction Inspection Services
4. Draft Agreement with Park Engineering and corresponding Exhibit A

RESOLUTION NO. _____

RESOLUTION OF THE SAN RAFAEL CITY COUNCIL AWARDING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION AGREEMENT FOR THE FRANCISCO BOULEVARD EAST SIDEWALK IMPROVEMENTS PROJECT WITH GHILOTTI BROS., INC IN THE AMOUNT OF \$3,996,596.50, AUTHORIZING CONTINGENCY FUNDS IN THE AMOUNT OF \$563,403.50, AND AUTHORIZING A CONSTRUCTION ALLOWANCE FOR ADDITIONAL TRAFFIC SIGNAL AND STORM DRAIN IMPROVEMENTS IN THE AMOUNT OF \$900,000 FOR A TOTAL APPROPRIATED AMOUNT OF \$5,460,000.

WHEREAS, the Federal Transportation legislation in 2005 (SAFETEA-LU) allocated \$25 million to the County of Marin for Non-Motorized Transportation Pilot Program (NTPP); and

WHEREAS, one of the projects selected for design and construction was the “Francisco Boulevard East Improvements” project; and

WHEREAS, on December 5, 2020, \$4,025,000 from the Active Transportation Program was allocated to the City of San Rafael by the California Transportation Commission; and

WHEREAS, City staff has identified an additional \$2,100,000 of Congestion Mitigation and Air Quality federal grant funding earmarked for the Francisco Boulevard East Improvements project through Transportation Authority of Marin; and

WHEREAS, on January 13, 2020, City staff obtained its approval from Caltrans to solicit contractor bids and commence construction; and

WHEREAS, having advertised and solicited construction bids in accordance with the City’s Municipal Code, the City Clerk did publicly open, examine, and declare all sealed bids on the 29th day of April, 2020 for the following project entitled “FRANCISCO BOULEVARD EAST SIDEWALK IMPROVEMENTS PROJECT” City Project Number 11349 in accordance with the plans and specifications therefore on file in the office of the Department of Public Works; and

WHEREAS, the bid of \$3,339,596.50 from Ghilotti Bros., Inc. at the unit prices stated in its bid, was and is the lowest bid for said work and said bidder is the lowest responsible bidder; and

WHEREAS, City staff has apportioned an additional 14% of the bid price for contingencies in the amount of \$563,403.50;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN RAFAEL RESOLVES

as follows:

1. The bid of Ghilotti Bros., Inc. is hereby accepted at the unit prices stated in its bid, and the contract for said work and improvements is hereby awarded to Ghilotti Bros., Inc., at the stated unit prices.
2. The City Manager is authorized and directed to execute the contract for the project with Ghilotti Bros. Inc. at the bid amount, subject to final approval as to form by the City Attorney, and to return the bidder's bond upon the execution of the contract.
3. The City Council authorizes the allowance of \$900,000 for additional traffic signal and storm drain improvements to be incorporated into the construction contract via the change order process to maximize the use of federal funds available.
4. Funds totaling \$6,125,000 will be appropriated for this project from the Active Transportation Program (\$4,025,000) and Congestion Mitigation and Air Quality (\$2,100,000) grants.
5. The City Manager is hereby authorized to take any and all such actions and make changes as may be necessary to accomplish the purpose of this resolution.

I, **LINDSAY LARA**, Clerk of the City of San Rafael, hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the Council of said City on the 18th day of May 2020, by the following vote, to wit:

AYES: **COUNCILMEMBERS:**

NOES: **COUNCILMEMBERS:**

ABSENT: **COUNCILMEMBERS:**

LINDSAY LARA, City Clerk

File No.: 16.01.241.01

Contract

This public works contract ("Contract") is entered into by and between the City of San Rafael ("City") and Ghilotti Bros., Inc. ("Contractor"), for work on the Francisco Boulevard Sidewalk Improvements Project ("Project").

The parties agree as follows:

1. **Award of Contract.** In response to the Notice Inviting Bids, Contractor has submitted a Bid Proposal to perform the Work to construct the Project. On May 18, 2020, City authorized award of this Contract to Contractor for the amount set forth in Section 4, below.
2. **Contract Documents.** The Contract Documents incorporated into this Contract include and are comprised of all of the documents listed below. The definitions provided in Article 1 of the General Conditions apply to all of the Contract Documents, including this Contract.
 - 2.1 Notice Inviting Bids;
 - 2.2 Instructions to Bidders;
 - 2.3 Addenda, if any;
 - 2.4 Bid Proposal and attachments thereto;
 - 2.5 Contract;
 - 2.6 Payment, Performance, and Warranty Bonds;
 - 2.7 General Conditions;
 - 2.8 Special Conditions;
 - 2.9 Project Plans and Specifications;
 - 2.10 Change Orders, if any;
 - 2.11 Notice of Award;
 - 2.12 Notice to Proceed;
 - 2.13 Uniform Standards All Cities and County of Marin (available online at: <https://www.marincounty.org/-/media/files/departments/pw/engineering/2018-ucs-complete-set.pdf?la=en>); and
 - 2.14 The following:
 - Appendix A – Federal Bidding Requirements
 - Appendix B – Federal Contract Requirements
 - FHWA Form 1273
 - Federal Minimum Wage Rates
3. **Contractor's Obligations.** Contractor will perform all of the Work required for the Project, as specified in the Contract Documents. Contractor must provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including all necessary labor, materials, supplies, tools, equipment, transportation, onsite facilities, and utilities, unless otherwise specified in the Contract Documents. Contractor must use its best efforts to diligently prosecute and complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents, and in full compliance with Laws.
4. **Payment.** As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, City will pay Contractor \$3,996,596.50, ("Contract Price") for all of Contractor's direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, taxes, insurance, bonds and all overhead costs, in accordance with the payment provisions in the General Conditions.

5. **Time for Completion.** Contractor will fully complete the Work for the Project within 60 calendar days from the commencement date given in the Notice to Proceed (“Contract Time”). By signing below, Contractor expressly waives any claim for delayed early completion.
6. **Liquidated Damages.** If Contractor fails to complete the Work within the Contract Time, City will assess liquidated damages in the amount of \$1,500 per day for each day of unexcused delay in completion, and such liquidated damages may be deducted from City’s payments due or to become due to Contractor under this Contract.
7. **Labor Code Compliance.**
 - 7.1 **General.** This Contract is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, including requirements pertaining to wages, working hours and workers’ compensation insurance, as further specified in Article 9 of the General Conditions.
 - 7.2 **Prevailing Wages.** This Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes. Copies of these prevailing rates are available online at <http://www.dir.ca.gov/DLSR>.
 - 7.3 **DIR Registration.** City may not enter into the Contract with a bidder without proof that the bidder and its Subcontractors are registered with the California Department of Industrial Relations to perform public work pursuant to Labor Code § 1725.5, subject to limited legal exceptions.
8. **Workers’ Compensation Certification.** Pursuant to Labor Code § 1861, by signing this Contract, Contractor certifies as follows: “I am aware of the provisions of Labor Code § 3700 which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work on this Contract.”
9. **Conflicts of Interest.** Contractor, its employees, Subcontractors and agents, may not have, maintain or acquire a conflict of interest in relation to this Contract in violation of any City ordinance or requirement, or in violation of any California law, including Government Code § 1090 et seq., or the Political Reform Act, as set forth in Government Code § 81000 et seq. and its accompanying regulations. Any violation of this Section constitutes a material breach of the Contract.
10. **Independent Contractor.** Contractor is an independent contractor under this Contract and will have control of the Work and the means and methods by which it is performed. Contractor and its Subcontractors are not employees of City and are not entitled to participate in any health, retirement, or any other employee benefits from City.

11. **Notice.** Any notice, billing, or payment required by or pursuant to the Contract Documents must be made in writing, signed, dated and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, or by email as a PDF file. Notice is deemed effective upon delivery, except that service by U.S. Mail is deemed effective on the second working day after deposit for delivery. Notice for each party must be given as follows:

City:

City Clerk's Office
1400 Fifth Avenue, Room 209
San Rafael, CA 94901
Attn: City Clerk

Copy to: Director of Public Works
Email: Bill.Guerin@cityofsanrafael.org

Contractor:

Name: Ghilotti Bros. Inc.
Address: 525 Jacoby Street
City/State/Zip: San Rafael, CA 94901
Phone: 415-265-7011
Attn: Dennis Huette
Email: dennish@ghilottibros.com
Copy to: Susan Harward

12. **General Provisions.**

- 12.1 **Assignment and Successors.** Contractor may not assign its rights or obligations under this Contract, in part or in whole, without City's written consent. This Contract is binding on Contractor's and City's lawful heirs, successors and permitted assigns.
- 12.2 **Third Party Beneficiaries.** There are no intended third party beneficiaries to this Contract.
- 12.3 **Governing Law and Venue.** This Contract will be governed by California law and venue will be in the Marin County Superior Court, and no other place. Contractor waives any right it may have pursuant to Code of Civil Procedure § 394, to file a motion to transfer any action arising from or relating to this Contract to a venue outside of Marin County, California.
- 12.4 **Amendment.** No amendment or modification of this Contract will be binding unless it is in a writing duly authorized and signed by the parties to this Contract.
- 12.5 **Integration.** This Contract and the Contract Documents incorporated herein, including authorized amendments or Change Orders thereto, constitute the final, complete, and exclusive terms of the agreement between City and Contractor.
- 12.6 **Severability.** If any provision of the Contract Documents is determined to be illegal, invalid, or unenforceable, in whole or in part, the remaining provisions of the Contract Documents will remain in full force and effect.
- 12.7 **Iran Contracting Act.** If the Contract Price exceeds \$1,000,000, Contractor certifies, by signing below, that it is not identified on a list created under the Iran Contracting Act, Public

Contract Code § 2200 et seq. (the “Act”), as a person engaging in investment activities in Iran, as defined in the Act, or is otherwise expressly exempt under the Act.

12.8 Authorization. Each individual signing below warrants that he or she is authorized to do so by the party that he or she represents, and that this Contract is legally binding on that party. If Contractor is a corporation, signatures from two officers of the corporation are required pursuant to California Corporation Code § 313. If Contractor is a partnership, a signature from a general partner with authority to bind the partnership is required.

[Signatures are on the following page.]

The parties agree to this Contract as witnessed by the signatures below:

CITY:

Approved as to form:

s/ _____

s/ _____

Jim Schutz, City Manager

Robert F. Epstein, City Attorney

Date: _____

Date: _____

Attest:

s/ _____

Lindsay Lara, City Clerk

Date: _____

CONTRACTOR:

_____ Business Name

s/ _____

Seal:

Name, Title

Date: _____

Second Signature (See Section 12.8):

s/ _____

Name, Title

Date: _____

Contractor's California License Number(s) and Expiration Date(s)

END OF CONTRACT

RESOLUTION NO. _____

RESOLUTION OF THE SAN RAFAEL CITY COUNCIL APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH PARK ENGINEERING, INC. FOR INSPECTION SERVICES ASSOCIATED WITH THE FRANCISCO BOULEVARD EAST SIDEWALK IMPROVEMENTS PROJECT, IN THE AMOUNT OF \$373,504

WHEREAS, the Federal Transportation legislation in 2005 (SAFETEA-LU) allocated \$25 million to the County of Marin for Non-Motorized Transportation Pilot Program (NTPP); and

WHEREAS, one of the projects selected for design and construction was the “Francisco Boulevard East Improvements” project; and

WHEREAS, on December 5, 2020, \$4,025,000 from the Active Transportation Program was allocated to the City of San Rafael by the California Transportation Commission; and

WHEREAS, City staff has identified an additional \$2,100,000 of Congestion Mitigation and Air Quality federal grant funding earmarked for the Francisco Boulevard East Improvements project through Transportation Authority of Marin; and

WHEREAS, on January 13, 2020, City staff obtained its approval from Caltrans to begin the construction phase of this project; and

WHEREAS, on February 13, 2020, City staff received construction inspection service proposals from four different firms for project inspection services; and

WHEREAS, upon reviewing the construction inspection service proposals, City staff determined Park Engineering, Inc. to be the most qualified firm, with a fee in the amount of \$373,504;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN RAFAEL RESOLVES as follows:

1. The City Council hereby approves and authorizes the City Manager to execute a Professional Services Agreement with Park Engineering, Inc. for construction inspection services associated with the Francisco Boulevard East Sidewalk Improvements Project in the amount not to exceed \$373,504, in the form included in the Staff Report for this resolution, subject to final approval as to form by the City Attorney.
2. Funds totaling \$373,504 will be appropriated for this project from the Active Transportation Program (\$4,025,000) and Congestion Mitigation and Air Quality (\$2,100,000) grants.
3. The Director of Public Works is hereby authorized to take any and all such actions and make changes as may be necessary to accomplish the purpose of this resolution.

I, **LINDSAY LARA**, Clerk of the City of San Rafael, hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the Council of said City on the 18th day of May 2020, by the following vote, to wit:

AYES: **COUNCILMEMBERS:**

NOES: **COUNCILMEMBERS:**

ABSENT: **COUNCILMEMBERS:**

LINDSAY LARA, City Clerk

File No.: 16.01.241-01

**AGREEMENT FOR PROFESSIONAL SERVICES WITH
PARK ENGINEERING, INC. FOR CONSTRUCTION INSPECTION SERVICES ON THE
FRANCISCO BOULEVARD EAST SIDEWALK IMPROVEMENTS PROJECT**

ARTICLE I INTRODUCTION

- A. This AGREEMENT is entered into as of the _____ day of _____, 2020 by and between the following named, hereinafter referred to as CONSULTANT, and the following named, hereinafter referred to as LOCAL AGENCY:

The name of the "CONSULTANT" is as follows: Park Engineering, Inc., incorporated in or authorized to do business in the State of California.

The Project Manager for the "CONSULTANT" will be Steve Patterson

The name of the "LOCAL AGENCY" is as follows: City of San Rafael

The Contract Administrator for LOCAL AGENCY will be Bill Guerin, Public Works Director

- B. The work to be performed under this AGREEMENT is described in Article III Statement of Work and the approved CONSULTANT's Revised Cost Proposal ("Cost Proposal") dated February 13, 2020. The approved CONSULTANT's Cost Proposal is attached hereto (Exhibit A) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.
- C. CONSULTANT agrees to the fullest extent permitted by law, to indemnify, protect, defend, and hold harmless LOCAL AGENCY, its officers, agents, and employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorney's and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this AGREEMENT on the part of CONSULTANT, except CONSULTANT will not reimburse LOCAL AGENCY for any such loss or damage which was caused by the sole negligence, or willful misconduct of LOCAL AGENCY, as determined by a Court of competent jurisdiction. The provisions of this section shall survive termination or suspension of this AGREEMENT.
- D. CONSULTANT in the performance of this AGREEMENT shall act in an independent capacity. It is understood and agreed that CONSULTANT (including CONSULTANT'S employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto. CONSULTANT'S assigned personnel shall not be entitled to any benefits payable to employees of LOCAL AGENCY.
- E. LOCAL AGENCY is not required to make deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the AGREEMENT and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT in the performance of its obligation hereunder, is only subject to the control of direction of the LOCAL AGENCY as to the designation of tasks to be performed and the results to be accomplished,
- F. Any third-party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds LOCAL AGENCY harmless from any and all claims that may be made against LOCAL AGENCY based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.

-
- G. Except as expressly authorized herein, CONSULTANT's obligations under this AGREEMENT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the LOCAL AGENCY. However, claims for money due or which become due to CONSULTANT from LOCAL AGENCY under this AGREEMENT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the LOCAL AGENCY.
 - H. CONSULTANT shall be as fully responsible to the LOCAL AGENCY for the negligent acts and omissions of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.
 - I. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
 - J. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II CONSULTANT'S REPORTS OR MEETINGS

- A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the LOCAL AGENCY's Contract Administrator to determine if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the AGREEMENT.

ARTICLE III STATEMENT OF WORK

The CONSULTANT shall perform the services specified in the Revised Scope of Work, dated February 13, 2020, attached hereto as Exhibit A and incorporated herein by reference. If there is any conflict between the terms of the Cost Proposal, attached hereto as Exhibit A, and the terms of this AGREEMENT, the terms of this AGREEMENT shall take precedence.

ARTICLE IV PERFORMANCE PERIOD

- A. This AGREEMENT shall go into effect on the date first hereinabove written, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The AGREEMENT shall end upon completion of the work to the satisfaction of the LOCAL AGENCY'S Contract Administrator.
- B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on LOCAL AGENCY until the AGREEMENT is fully executed and approved by LOCAL AGENCY.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

- A. The method of payment for this AGREEMENT will be based on actual cost plus a fixed fee. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the

estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY's approved overhead rate set forth in the Cost Proposal. In the event that LOCAL AGENCY determines that a change to the work from that specified in the Cost Proposal and AGREEMENT is required, the AGREEMENT time or actual costs reimbursable by LOCAL AGENCY shall be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I" of this Article shall not be exceeded, unless authorized by AGREEMENT amendment.

- B. The indirect cost rate established for this AGREEMENT is extended through the duration of this specific AGREEMENT. CONSULTANT's agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or AGREEMENT award.
- C. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of \$30,500. The fixed fee is nonadjustable for the term of the AGREEMENT, except in the event of a significant change in the scope of work and such adjustment is made by AGREEMENT amendment.
- D. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- E. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- F. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this AGREEMENT.
- G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.
- H. CONSULTANT will be reimbursed promptly according to California Regulations upon receipt by LOCAL AGENCY's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY including any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

City of San Rafael
Public Works Department
Bill Guerin
111 Morphew Street
San Rafael, CA 94901

- I. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed \$373,504.

-
- J. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by LOCAL AGENCY's Contract Administrator.
 - K. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

ARTICLE VI TERMINATION

- A. This AGREEMENT may be terminated by LOCAL AGENCY, provided that LOCAL AGENCY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and in accordance with Article XXVI, Ownership of Data.
- B. LOCAL AGENCY may temporarily suspend this AGREEMENT, at no additional cost to LOCAL AGENCY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If LOCAL AGENCY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination provided for in subsection A of this section.
- C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to LOCAL AGENCY for damages sustained by LOCAL AGENCY by virtue of any breach of this AGREEMENT by CONSULTANT, and LOCAL AGENCY may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due LOCAL AGENCY from CONSULTANT is determined.
- D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT, except as provided in Article XI, section C. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and in accordance with Article XXVI, Ownership of Data.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. The CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual items of cost.
- B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200, are subject to repayment by the CONSULTANT to LOCAL AGENCY.
- D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

ARTICLE VIII RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Gov. Code §8546.7, the CONSULTANT, Subconsultants, and LOCAL AGENCY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT. LOCAL AGENCY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

ARTICLE IX AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by agreement, shall be reviewed by LOCAL AGENCY'S Finance Director.
- B. Not later than thirty (30) days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Finance Director of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.
- D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
- E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by Caltrans Audits and Investigation (A&I). Caltrans A&I, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

-
1. During Caltrans A&I's review of the ICR audit work papers created by the CONSULTANT's independent CPA, Caltrans A&I will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans A&I identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR (e.g. 48 CFR Part 31; GAAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines) is received and approved by A&I.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
 - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
 - c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If Caltrans A&I is unable to issue a cognizant letter per paragraph E.1. above, Caltrans A&I may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. Caltrans A&I will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
 3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if Caltrans A&I is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.
 4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) Caltrans A&I accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) Caltrans A&I has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X SUBCONTRACTING

- A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between LOCAL AGENCY and any Subconsultants, and no sub-agreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to LOCAL AGENCY for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its Subconsultants is an independent obligation from LOCAL AGENCY'S obligation to make payments to the CONSULTANT.
- B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the

LOCAL AGENCY Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.

- C. Any sub-agreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.
- D. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the LOCAL AGENCY.
- E. Any substitution of Subconsultants must be approved in writing by LOCAL AGENCY Contract Administrator in advance of assigning work to a substitute Subconsultant.

ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

- A. Prior authorization in writing, by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by LOCAL AGENCY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this contract is subject to the following:
 - 1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.
 - 2. Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

ARTICLE XII STATE PREVAILING WAGE RATES

- A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.
- B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<http://www.dot.ca.gov/hq/construc/LaborCompliance/documents/District->

[Region Map Construction 7-8-15.pdf](#)). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations Internet site at <http://www.dir.ca.gov>.

D. Payroll Records

1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a. The information contained in the payroll record is true and correct.
 - b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by LOCAL AGENCY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
 - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
 - b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.
 - c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.
3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.

-
5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
 6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to LOCAL AGENCY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.
- E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the LOCAL AGENCY Contract Administrator.
- F. Penalty
1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
 2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.
 3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.
 4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:
 - a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§1771, 1775, 1776, 1777.5, 1813, and 1815.
 - b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.

-
- c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.
 - d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.
5. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.
 6. If LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the LOCAL AGENCY, twenty-five dollars (\$25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the sub-agreement exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§1777.5, 1777.6 and 1777.7 in the employment of apprentices.
2. CONSULTANTS and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII CONFLICT OF INTEREST (Verbatim)

- A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this

AGREEMENT or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT, or any ensuing LOCAL AGENCY construction project, which will follow.

- B. CONSULTANT certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise LOCAL AGENCY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.
- C. The CONSULTANT hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.
- D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from the AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING

- A. CONSULTANT certifies to the best of his or her knowledge and belief that:
 - 1. No state, federal or local agency appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.
 - 2. If any funds other than Federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

-
- C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier sub-agreements, which exceed one hundred thousand dollars (\$100,000) and that all such subrecipients shall certify and disclose accordingly.

ARTICLE XVI NON-DISCRIMINATION AND STATEMENT OF COMPLIANCE

- A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR §8103.
- B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by LOCAL AGENCY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.
- E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title

VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

- A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer, or manager:
1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
 3. Does not have a proposed debarment pending; and
 4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award but will be considered in determining responsibility. Disclosures must indicate to whom exceptions apply, the initiating agency, and the dates of agency action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the U.S. General Services Administration are to be determined by FHWA.

ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. This AGREEMENT is subject to 49 CFR Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". CONSULTANTS who enter into a federally-funded agreement will assist the LOCAL AGENCY in a good faith effort to achieve California's statewide overall DBE goal.
- B. The goal for DBE participation for this AGREEMENT is **4.0%**. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in [Exhibit 10-01: Consultant Proposal DBE Commitment](#), or in [Exhibit 10-02: Consultant Contract DBE Commitment](#) attached hereto and incorporated as part of the AGREEMENT. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: *DBE Information – Good Faith Efforts* to document efforts to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.
- D. DBEs and other small businesses, as defined in 49 CFR Part 26 are encouraged to participate in the performance of AGREEMENTS financed in whole or in part with federal funds. The LOCAL AGENCY, CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or

sex in the performance of this contract. The CONSULTANT shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LOCAL AGENCY deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the contractor from future bidding as non-responsible

- E. A DBE firm may be terminated only with prior written approval from LOCAL AGENCY and only for the reasons specified in 49 CFR §26.53(f). Prior to requesting LOCAL AGENCY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR §26.53(f). If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- F. Consultant shall not be entitled to any payment for such work or material unless it is performed or supplied by the listed DBE or by other forces (including those of Consultant) pursuant to prior written authorization of the LOCAL AGENCY's Contract Administrator.
- G. A DBE is only eligible to be counted toward the AGREEMENT goal if it performs a commercially useful function (CUF) on the AGREEMENT. CUF must be evaluated on an agreement by agreement basis. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the AGREEMENT is commensurate with the work it is actually performing, and other relevant factors.
- H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- K. Upon completion of the AGREEMENT, a summary of these records shall be prepared and submitted on the form entitled, [Exhibit 17-F: Final Report-Utilization of Disadvantaged Business Enterprise \(DBE\) First-Tier Subconsultants](#), certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%)

of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Administrator.

- L. If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within thirty (30) calendar days.
- M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

ARTICLE XIX INSURANCE

A. **Scope of Coverage.** During the term of this Agreement, CONSULTANT shall maintain, at no expense to LOCAL AGENCY, the following insurance policies:

1. A commercial general liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, for death, bodily injury, personal injury, or property damage.
2. An automobile liability (owned, non-owned, and hired vehicles) insurance policy in the minimum amount of one million dollars (\$1,000,000) dollars per occurrence.
3. If any licensed professional performs any of the services required to be performed under this Agreement, a professional liability insurance policy in the minimum amount of two million dollars (\$2,000,000) per occurrence/four million dollars (\$4,000,000) aggregate, to cover any claims arising out of the CONSULTANT 's performance of services under this Agreement. Where CONSULTANT is a professional not required to have a professional license, LOCAL AGENCY reserves the right to require CONSULTANT to provide professional liability insurance pursuant to this section.
4. If it employs any person, CONSULTANT shall maintain worker's compensation insurance, as required by the State of California, with statutory limits, and employer's liability insurance with limits of no less than one million dollars (\$1,000,000) per accident for bodily injury or disease. CONSULTANT's worker's compensation insurance shall be specifically endorsed to waive any right of subrogation against LOCAL AGENCY.

B. **Other Insurance Requirements.** The insurance coverage required of the CONSULTANT in subparagraph A of this section above shall also meet the following requirements:

1. Except for professional liability insurance or worker's compensation insurance, the insurance policies shall be specifically endorsed to include the LOCAL AGENCY, its officers, agents, employees, and volunteers, as additional insureds (for both ongoing and completed operations) under the policies.
2. The additional insured coverage under CONSULTANT'S insurance policies shall be "primary and noncontributory" with respect to any insurance or coverage maintained by LOCAL AGENCY and shall not call upon LOCAL AGENCY's insurance or self-insurance coverage for any contribution. The "primary and noncontributory" coverage in CONSULTANT'S policies shall be at least as broad as ISO form CG20 01 04 13.
3. Except for professional liability insurance or worker's compensation insurance, the insurance policies shall include, in their text or by endorsement, coverage for contractual liability and personal injury.
4. By execution of this Agreement, CONSULTANT hereby grants to LOCAL AGENCY a waiver of any right to subrogation which any insurer of CONSULTANT may acquire against LOCAL AGENCY by virtue of the payment of any loss under such insurance. CONSULTANT agrees to

obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not LOCAL AGENCY has received a waiver of subrogation endorsement from the insurer.

5. If the insurance is written on a Claims Made Form, then, following termination of this Agreement, said insurance coverage shall survive for a period of not less than five years.
 6. The insurance policies shall provide for a retroactive date of placement coinciding with the effective date of this Agreement.
 7. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of LOCAL AGENCY (if agreed to in a written contract or agreement) before LOCAL AGENCY'S own insurance or self-insurance shall be called upon to protect it as a named insured.
 8. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to LOCAL AGENCY or any other additional insured party. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the CONSULTANT under this agreement.
- C. **Deductibles and SIR's.** Any deductibles or self-insured retentions in CONSULTANT's insurance policies must be declared to and approved by the PROJECT MANAGER and City Attorney and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or LOCAL AGENCY or other additional insured party. At LOCAL AGENCY's option, the deductibles or self-insured retentions with respect to LOCAL AGENCY shall be reduced or eliminated to LOCAL AGENCY's satisfaction, or CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claims administration, attorney's fees and defense expenses.
- D. **Proof of Insurance.** CONSULTANT shall provide to the PROJECT MANAGER or LOCAL AGENCY'S City Attorney all of the following: (1) Certificates of Insurance evidencing the insurance coverage required in this Agreement; (2) a copy of the policy declaration page and/or endorsement page listing all policy endorsements for the commercial general liability policy, and (3) excerpts of policy language or specific endorsements evidencing the other insurance requirements set forth in this Agreement. LOCAL AGENCY reserves the right to obtain a full certified copy of any insurance policy and endorsements from CONSULTANT. Failure to exercise this right shall not constitute a waiver of the right to exercise it later. The insurance shall be approved as to form and sufficiency by PROJECT MANAGER and the City Attorney.

ARTICLE XX FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.

-
- B. This AGREEMENT is valid and enforceable only, if sufficient funds are made available to LOCAL AGENCY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
 - C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.
 - D. LOCAL AGENCY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

ARTICLE XXI CHANGE IN TERMS

- A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by LOCAL AGENCY's Contract Administrator.

ARTICLE XXII CONTINGENT FEE

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXIII DISPUTES

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

- A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and other LOCAL AGENCY representatives who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than thirty (30) days after completion of all work under the AGREEMENT, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

ARTICLE XXIV INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

ARTICLE XXV SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Vehicle Code §591, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code §6500 and §6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.

ARTICLE XXVI OWNERSHIP OF DATA

- A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of LOCAL AGENCY, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, LOCAL AGENCY shall be entitled to, and CONSULTANT shall deliver to LOCAL AGENCY, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to LOCAL AGENCY which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by LOCAL AGENCY.
- B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of LOCAL AGENCY without restriction or limitation upon its use or dissemination by LOCAL AGENCY.
- C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this AGREEMENT. Any reuse by LOCAL AGENCY for another project or project location shall be at LOCAL AGENCY's sole risk.

-
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
 - E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY'S CONSTRUCTION CONTRACTOR

- A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.
- C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

ARTICLE XXVIII CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.
- E. All information related to the construction estimate is confidential and shall not be disclosed by CONSULTANT to any entity, other than LOCAL AGENCY, Caltrans, and/or FHWA. All of the materials prepared or assembled by CONSULTANT pursuant to performance of this AGREEMENT are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of LOCAL AGENCY or except by court order. If CONSULTANT or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this AGREEMENT, LOCAL AGENCY has the right to reimbursement and

indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, LOCAL AGENCY's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code §10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXX EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

ARTICLE XXXI RETENTION OF FUNDS

No retainage will be held by the LOCAL AGENCY from progress payments due the CONSULTANT. Any retainage held by the CONSULTANT or subconsultants from progress payments due subconsultants shall be promptly paid in full to subconsultants within thirty (30) days after the subconsultant's work is satisfactorily completed. Federal law (49 CFR §26.29) requires that any delay or postponement of payment over thirty (30) calendar days may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of this provision shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified in Business and Professions Code §7108.5. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by the CONSULTANT, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE CONSULTANT and subconsultants.

ARTICLE XXXII NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this AGREEMENT and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT: Park Engineering, Inc.
Steve Patterson, Vice President
372 Village Square
Orinda, CA 94563

LOCAL AGENCY: City of San Rafael
Bill Guerin, Contract Administrator
111 Morphew Street

ARTICLE XXXIII CONTRACT

The two parties to this AGREEMENT, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this AGREEMENT constitutes the entire AGREEMENT which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this AGREEMENT as evidenced by the signatures below.

ARTICLE XXXIV NO THIRD PARTY BENEFICIARIES

LOCAL AGENCY and CONSULTANT do not intend, by any provision of this contract, to create in any third party, any benefit or right owed by one party, under the terms and conditions of this AGREEMENT, to the other party.

ARTICLE XXXV COSTS AND ATTORNEY'S FEES

The prevailing party in any action brought to enforce the terms and conditions of this AGREEMENT, or arising out of the performance of this AGREEMENT, may recover its reasonable costs (including claims administration) and attorney's fees expended in connection with such action.

ARTICLE XXXVI LOCAL AGENCY BUSINESS LICENSE / OTHER TAXES

CONSULTANT shall obtain and maintain during the duration of this contract, a LOCAL AGENCY business license as required by the San Rafael Municipal Code. CONSULTANT shall pay any and all state and federal taxes and any other applicable taxes. LOCAL AGENCY shall not be required to pay for any work performed under this contract, until CONSULTANT has provided LOCAL AGENCY with a completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification).

ARTICLE XXXVII WAIVERS

The waiver by either party of any breach or violation of any term, covenant or condition of this AGREEMENT, or of any ordinance, law or regulation, shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, law or regulation, or of any subsequent breach or violation of the same or other term, covenant, condition, ordinance, law or regulation. The subsequent acceptance by either party of any fee, performance, or other consideration which may become due or owing under this AGREEMENT, shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, condition, covenant of this contract or any applicable law, ordinance or regulation.

ARTICLE XXXVIII APPLICABLE LAW

The laws of the State of California shall govern this AGREEMENT.

CONSULTANT shall observe and comply with all applicable federal, state and local laws, ordinances, codes and regulations, in the performance of its duties and obligations under this AGREEMENT. CONSULTANT shall perform all services under this AGREEMENT in accordance with these laws, ordinances, codes and regulations. CONSULTANT shall release, defend, indemnify and hold harmless LOCAL AGENCY, its

officers, agents and employees from any and all damages, liabilities, penalties, fines and all other consequences from any noncompliance or violation of any laws, ordinances, codes or regulations.

ARTICLE XXXIX SIGNATURES

CITY OF SAN RAFAEL

PARK ENGINEERING, INC.

JIM SCHUTZ
City Manager

By: _____

Title: _____

and

ATTEST:

PARK ENGINEERING, INC.

LINDSAY LARA
City Clerk

By: _____

Title: _____

APPROVED AS TO FORM:

ROBERT F. EPSTEIN
City Attorney



Proposal to Provide
City of San Rafael

Construction Inspection & Material Testing Services for
Francisco Boulevard East Sidewalk Improvements Project

February 13, 2020





February 13, 2020

David Nicholson, PE
City of San Rafael
111 Morphew Street
San Rafael, CA 94901

RE: Construction Inspection & Material Testing Services for Francisco Blvd.
East Sidewalk Improvements Project

Dear David,

Park Engineering, Inc. is pleased to submit this proposal to provide construction inspection & material testing services for the Francisco Blvd. East Sidewalk Improvements Project. We appreciate the opportunity to continue to work with the City on this project.

Brian Zapalski will be the construction inspector who will support the City on this project. He will provide the day to day construction inspection and perform all the required duties including, preparing daily diary reports, interviewing contractor employees for EEO purposes, measuring quantities, coordinating with the contractor for all aspects of the work including traffic control, utility work, safety, and ensuring contract for acceptance of completed work by the City. **James Beauchamp** is a possible additional inspector if the workload merits; James recently worked on the FEMA funded slide repair projects for the City. To provide materials testing on the project, we have included **Applied Materials & Engineering**, a local materials testing and special inspection firm with exceptional experience with Caltrans and ASTM certified testing for roadway and public works construction projects.

As principal in charge, I will provide oversight to the construction inspector as well as provide any other needed support to the City.

Our team can meet the challenges anticipated on this project and will ensure that the work is successfully completed in accordance with all local, state and federal regulations. Our team has the necessary technical expertise, as well as soft skills required to complete this project for the City of San Rafael.

We have read and will comply with City's sample Professional Service Agreement without changes.

Should you have any questions or need additional information, please do not hesitate to contact me. I can be reached at 372 Village Square, Orinda, CA 94563, spatterson@park-eng.com and (510) 701-0319.

Sincerely,

A handwritten signature in blue ink that reads "Steve Patterson".

Steve Patterson, PE
Vice President

Orinda Office
372 Village Square
Orinda, CA 94563
Tel: 925-257-2508
Fax: 925-401-7030

Emeryville Office
3960 Adeline Street, #3
Emeryville, CA 94608
Tel: 925-257-2508
Fax: 925-401-7030

FIRM PROFILE

Park Engineering, Inc. was founded in 2013 with the vision of providing high quality construction management, construction inspection, program/project management, project controls, and contract administration services to public agencies on transportation and infrastructure projects.

Park Engineering is led by Jaemin Park and Steve Patterson as the principals of the company. Our company of 15 is comprised of experienced professionals who have worked together for numerous transportation and local agencies throughout the San Francisco Bay Area. Our collective project experience includes roadway rehabilitation and repaving, streetscapes including street lighting and signals, sanitary sewer projects, bridge rehabilitation and replacements, rail and grade separations, and many other local agency projects constructed to Local, Caltrans and Federal requirements.

Park Engineering specializes in projects with Federal, State, bond, grant and other specialty funding requiring coordination with and audits by, Caltrans, FHWA and other oversight agencies.

Specialties

- Construction Management
- Resident Engineering
- Construction Inspection
- Program Management/Project Management
- Project Controls and Document Control
- SWPPP Implementation and Inspection
- Scheduling and Schedule Control
- Cost Estimating and Cost Control
- Utility Coordination
- Claims Analysis, Negotiation and Resolution Support
- Value Engineering
- Permit Compliance
- Constructability and Bid-ability Review
- Bid Advertisement and Award
- Staff Augmentation
- Federal and State Audit Support
- Federal Fund Reimbursement and Project Closeout
- Public and Community Outreach
- Training and Staff Development

Certifications

- State of California CUCP DBE/UDBE (No. 41711)
- State of California DGS SBE (No. 1757722)

| | |
|---|--|
| Firm | Park Engineering, Inc. |
| Year Founded | 2013 |
| Form of Organization | Corporation |
| Number, Size and Location of Offices | Headquarters: 372 Village Square Orinda, CA 94563 Tel: (925) 257-2508 Fax: (925) 401-7030 www.park-eng.com Additional Office: 3960 Adeline Street, #3 Emeryville, CA 94608 |
| Primary Contact for RFP | Jaemin Park, PE President Cell: (925) 818-3756 E-Mail: jpark@park-eng.com |
| Number of Employees | 15 |
| Principals | Jaemin Park, PE President Steve Patterson, PE Vice President |
| Licensing | Registered Professional Civil Engineer(s), State of California |

Park Engineering, Inc. has expertise delivering projects for local agencies that include new roadway and street improvements, bridge replacements, widenings and retrofits, streetscapes, water and sewer lines, buildings, pump stations, signals and lighting, and working in sensitive environments. Our expertise includes administering construction projects to Caltrans Standards and Local Assistance Procedures and administering projects that receive funding from multiple sources, including federal, State, local tax measure, special grant and local funds. We have the skills necessary to ensure thorough reporting and strict adherence to federal and state guidelines.

SIMILAR PROJECT EXPERIENCE

Our firm currently holds construction management and inspection contracts with cities and counties throughout the Bay Area, so we understand not only the nature of the work.

The firm’s most recent similar projects to provide Construction Management & Inspection Services include:

As-Needed Project Management, Construction Management and Inspection Services; City of San Rafael, Public Works Department, San Rafael, CA

Description: Park Engineering is currently working with the Public Works Department. Projects include improvements to roadways and bridges, drainage and pump stations, and facility upgrades at community centers and parking structures. Park Engineering has provided assistance with multiple project studies, designs, project deliveries and the construction management – all phases of the work. Our staff have provided project & construction management & inspection services for the following projects:

2017 Storm Damage Slide Repair Project

This FEMA funded project repair storm damage slides at three locations throughout the City. The damage for storms in 2017 were repaired through three separate construction projects in 2018 & 2019. The project rebuilt existing failed slopes, added retaining walls, repaired damaged drainage systems & roadways, and worked closely with adjacent impacted residents. Park Engineering provided construction inspection services for all three projects.

2nd Street & Grand Ave Intersection Improvement Project improved this busy intersection with new & improved curb ramps while widening the northbound approach on Grand Ave. The project also upgraded and replaced all the traffic signal components. Daily traffic control and coordination with adjacent businesses was also a critical component of the project work.

Regional Transportation Safety Enhancement Project is an ongoing project to prepare the City’s busy downtown / transit area for the arrival of the SMART train. Work includes traffic signal upgrades and extensive sidewalk & curb ramp improvements.

H Street Roadway Improvements which replaced a failing drainage system and relocated the existing sanitary sewer main down the middle of H Street. Installation of twin 30-inch pipes required extensive traffic control and coordination with businesses & resident. The entire street was resurfaced as well as curb & sidewalk improvements.

Other projects include:

- **Canal Street Storm Water Pump Station Repair Project**
- **1309 5th Ave Demo & Parking Lot**
- **Terra Linda Pool House Renovation**
- **B Street Community Center Projects**
- **City-Owned Parking Structure Study**
- **3rd & Union Improvements**

| | |
|----------------------------------|--|
| Client Contact | Hunter Young, PE Assistant PW Director 111 Morpheus Street San Rafael, CA 94901 (415) 485-3408 |
| Type of Contract | On-call contract for public works construction and capital building projects |
| Dates of Service | 2013 – Present (Park Engineering, Inc.) |
| Dollar Amount of Contract | Projects range from \$30K to \$6M |
| Key Personnel | Steve Patterson, PM/RE Jaemin Park, PM/RE Dave Baker, Inspector Chris Kinser, Inspector James Beauchamp, Inspector Andy Bodo, Inspector |

Services Provided: include quality assurance of contractor’s work, preparation of daily diaries, assisting with monthly pay estimates, contract administration, office engineering, photo documentation, overseeing traffic control, ADA compliance, pedestrian accessibility through the work zone, SWPPP and regulatory permit compliance.

Marin County Public Works, On-Call Construction Management Services

Park Engineering is providing construction management and inspection services for County public works projects, including street rehabilitation, bicycle lanes, pedestrian improvements, bridges and roadway improvements. Current Project:

2019 Southern Region Project

This \$2M project includes pavement rehabilitation work on 3 roads in the Strawberry Neighborhood in southern Marin County. Beyond repaving, the three roads will receive sidewalk improvements, accessibility features, bicycle safety upgrades, updated traffic striping and signage, improved drainage infrastructure, and a radar speed feedback sign. The improvement project will be covered by the County’s Road and Bridge Rehabilitation Fund and the California Senate Bill 1 (SB1) funding.

| | |
|-------------------------|---|
| Client Contact | Eric Miller, PE Principal Civil Engineer Marin County Public Works 1950 Parkside Dr. Concord. CA 94519 (415) 473-6453 |
| Dates of Service | 2019 - Current |
| Project Value | \$1.9M (Construction Value) |
| Key Personnel | Jaemin Park, Project Manager Andy Bodo, Const. Inspector |

Marin County Transit District – 2018 State of Good Repair Bus Stop Improvement Project

Park Engineering provided construction management and inspection services for this project that included re-construction of 10 existing bus stops throughout Marin County with work in Novato, San Anselmo, Corte Madera, Tiburon, Larkspur, Ross & San Rafael. Bus stop improvements included concrete removal & replacement work to meet current ADA standards with some locations also installing new Bus Shelters and site furnishings. Coordination with the various cities, Caltrans, adjacent residents & businesses and Bus Services were necessary to complete the improvements.

| | |
|-------------------------|--|
| Client Contact | Anna Pennoyar Senior Capital Analyst Marin Transit 711 Grand Ave, Suite 110, San Rafael, CA 94901 (415) 226-0867 |
| Dates of Service | 2018 - Current |
| Project Value | \$500,000 (Construction Value) |
| Key Personnel | Steve Patterson, Res. Engineer Andy Bodo, Const. Inspector |

City of Novato, Public Works Department, Measure A, Group 10 Pavement Rehab Project

This \$1.6M project includes rehabilitation of the pavement on Nave Drive between Alameda Del Prado and Bel Marin Keys Blvd, Bel Marin Keys Blvd from Nave Drive to 200 ft. North of Digital Drive, and Bolling Drive from Nave Drive to Marin Valley Drive. The improvements will include construction of ADA compliant access ramps, removal and replacement of damaged concrete curb, gutter and sidewalk, replacement of existing traffic signal detection, pavement repairs consisting of asphalt concrete dig-out and patches, slurry seal application at some locations, grinding of the existing pavement, placement of reinforcing fabric, hot mix asphalt overlay, replacement of pavement striping and markings, and installation of new traffic signs.

| | |
|-------------------------|--|
| Client Contact | Gosia Woodfin, PE Project Engineer City of Novato Public Works 922 Machin Ave Novato, CA 94945 (415) 899-8997 |
| Dates of Service | 2019 - Current |
| Project Value | \$1M (Construction Value) |
| Key Personnel | Jaemin Park, Resident Engineer |

City of Concord Various Projects, Construction Management and Inspection Services

Description: Park Engineering is providing construction management and inspection services for City public works projects, including street rehabilitation, bicycle lanes, pedestrian improvements, bridges and roadway improvements. Projects include:

Citywide Accessibility Improvement Projects #4 5 and 6

These three projects involved the re-construction of pedestrian curb ramps at various intersections throughout the City, with a number of locations included as Alternate Bid Items to allow the City flexibility to add or remove this specific work based on bid results.

Measure Q Paving Rehabilitation, Project #8

This \$1.3M project included roadway reconstruction work on 8 local residential roadways, including construction of 14 new curb ramps and replacement of existing valley gutters and curb & gutter. Roadway reconstruction methods were varied degrees of grinding & repaving with some pavement failure digouts and use of RHMA as the final wearing course.

West Concord Bikeways

This \$80,000 project work involved the installation of new buffered bike lanes on Meridian Parkway Blvd. and Galaxy Way / John Glenn Drive.

| | |
|-------------------------|--|
| Client Contact | Bernard Enrile, PE Manager, CIP City of Concord (925) 671-3031 |
| Dates of Service | 2015 - Current |
| Project Value | \$80,000 to \$4M (Construction Value) |
| Key Personnel | Jaemin Park, Project Manager Steve Patterson, Res. Engineer Chris Kinser, Const. Inspector Pete Martin, Constr. Inspector James Beauchamp, Inspector |

Central Concord Pedestrian Improvements

Project included roadway resurfacing work of both the mill and fill method for Willow Pass Road and a slurry seal for

Broadway, as well as replacement of non-ADA compliant curb ramps for 25 intersections in downtown Concord, new traffic signal, and streetscape features installed near the Concord BART Station.



Detroit Avenue Bicycle and Pedestrian Improvements Project

This federally funded (OBAG) Project constructed roadway and streetscape improvements on Detroit Avenue from Monument Blvd. to Clayton Road. Work on this \$4M project involves full street rehabilitation including, grading, AC paving, signals and lighting, new curb, gutter and sidewalks, new curb ramps, drainage improvements, irrigation and lighting, and enhanced striping and pavement markings.

Ellis Lake Restroom Building Project

This locally funded project included the site preparation and utility installation to accept a pre-fabricated 4-unit restroom building. New sidewalk, re-installation of irrigation and grass and a new picket fence were also part of the project.



City of Orinda Multiple Project-Specific Construction Services & On-Call Construction and Project Management Services

| | |
|-------------------------|--|
| Client Contact | Jason Chen, PE City Engineer City of Orinda 22 Orinda Way Orinda, CA 94563 (925) 253-4260 jchen@cityoforinda.org |
| Dates of Service | 2014 – Current |
| Project Value | \$140,000 to \$10M |
| Key Personnel | Steve Patterson, PM/RE Jaemin Park, PM/RE Linda DeBolt, PM James Beauchamp, Danielle White - Inspectors |

Description: Park Engineering provided the City construction & project management services for multiple capital project. Services included project delivery, resident engineering, construction inspection, and materials testing. Also representing the City during construction for interactions with public / homeowners directly impacted. Projects have included:

**2017 Annual and Measure J & L Paving Rehabilitation Project
Construction Cost: \$10M**

Park Engineering provided construction management for this project. The project work consisted of improvements occurring on 65 different streets within the City. Roadway rehabilitation was primarily through Full Depth Reclamation with an HMA overlay, extensive drainage and concrete curb & gutter replacement work. Other work consisted of utility adjustments, replacement of HMA dikes & swales and roadway delineation. The project was locally funded with the use of both City funds and Contra Costa County Measure funds.

**Crossroads Area & BART Wayfinding Signage
Construction Cost: \$140,000**

Park Engineering managed the planning and design and will manage the construction of this project that will furnish and install new custom fabricated wayfinding signs, wall graphics and fabricated light cabinet, concrete foundation, replacement of existing sidewalk where needed,

extension of electrical conduits and conductor as needed.

**BART-Downtown Access Ramp & Lighting
Construction Cost: \$900,000**

Park Engineering provided construction management for this project. The project work consisted of removing an existing concrete stairway and replacing with a new stairway and ADA compliant ramp to link the City’s busy Theater District with the adjacent Orinda BART Station. A series of seven retaining walls were constructed to achieve the ADA ramp in small work area, located on Caltrans right-of-way. Other work included improved lighting and new landscaping with an improved irrigation system.



**2014 Annual and Measure J Paving Rehabilitation Project
Construction Cost: \$1.40M**

Park Engineering provided construction management for this project. The project work consisted of a combination of pavement rehabilitation, both slurry seal and mill of existing pavement with Hot Mix Asphalt paving; base failure repairs, both digout repairs and Full Depth Reclamation; minor drainage improvements and repairs; and re-installation of striping and pavement markings. The project was locally funded with the use of both City and Contra Costa County Measure L funds.

**On-Call Construction Management and Inspection Services
Contra Costa County Public Works Department,
Contra Costa County, California**

| | |
|-------------------------|---|
| Client Contact | Kevin Emigh, PE Division Manager Contra Costa County Design and Construction (925) 313-2233 |
| Dates of Service | 2014 – Current |
| Project Value | \$2M to \$25M (Construction Value) |
| Key Personnel | Jaemin Park, PM & RE Steve Patterson, RE James Beauchamp, RE & ARE Mike Johnson, ARE/Inspector Andy Bodo, ARE/Inspector Dave Baker, ARE/Inspector Danielle White, ARE/Inspector |

Description: Park Engineering’s key personnel provided construction management and inspection for County public works projects through an on-call Construction Management and Inspection contract. The team worked on several federally funded public works as well as privately funded developer projects, such as new subdivision construction and the expansion of local roadways and arterial improvements. Projects include:

- **Kirker Pass Road Northbound Truck Climbing Lane Project** – The project improves safety and reduces congestion along Kirker Pass Road by constructing a truck climbing lane in the northbound direction. The project is approximately 1 mile in length, beginning at the Concord Pavilion and ending at the northern Hess Road intersection. Road widening requires significant retaining walls due to the existing slopes and drainage adjacent to the roadway. The project also includes pavement rehabilitation on the north and south bound lanes between the City of Concord/County limits to approximately 4,200 feet north of North Hess Road for a total of about 1.6 miles. The total project length is about 2 miles. The project is funded by Federal grants, State SB1 funds, and local County funds.

- **San Pablo and Wildcat Creeks Levee Remediation** – FEMA mandated levee remediation to raise freeboard to 100 year flood requirements. Work involved installation of sheetpile walls, levee fill, concrete walls, and HMA pavement to raise levee roads. The project required close environmental monitoring and coordination with various entities including East Bay Regional Park District and County Flood Control District. The project was funded by local County funds and State funds.
- **2015 Asphalt Rubber Cape Seal; 0672-6U2149**
The work consisted of applying an asphalt rubber chip seal covered with a type II slurry seal to approximately 259,020 square yards of roadway located at East Richmond Heights area of west Contra Costa County and Shadow Creek area of Blackhawk in the East Contra Costa. Work also included installation of 40 survey monuments, surface preparation, striping removal, and placement of thermoplastic striping and pavement markings.
- **Bollinger Canyon Bridge over Japonica Creek (Federally Funded)**
- **South Dougherty Road Bridge and North Dougherty Road Bridge**
- **Vasco Road Safety Improvements, Phase I (Federal and CCTA Funded)**
- **Countywide Microsurfacing Project**
- **Giaramita Street Rehabilitation (federal Block Grant Funds)**

Services Provided: Park Engineering staff managed several overall construction projects, including performing field reviews; preparing daily Resident Engineer reports and project status reports for the County; managing correspondence; and maintaining communication with the general public and other, numerous related public agencies.

KEY PERSONNEL

Park Engineering is a DBE firm that brings an experienced construction inspector, **Brian Zapalski**, to represent the City for this improvement project. We specialize in providing construction management and inspection services to public agencies for projects just like this. Our team is knowledgeable of Caltrans, Federal and Greenbook requirements, and has experience completing comparable projects and will meet all the City's Quality Assurance Plan requirements.

Steve Patterson, PE will be the Principal in Charge providing oversight and managing Park Engineering resources and ensuring City staff have the qualified personnel they need to successfully complete the project. Steve will perform regular check-ins with City staff to ensure satisfied results.

Steve has over 28 years of experience providing project management, construction management, and administration of highway, bridge, building and public works infrastructure projects throughout California, including the City of San Rafael. Steve is an expert in federally funded projects, he is available to assist on topics related to federal funding involved on this project.

Brian Zapalski, will be the Construction Inspector. Brian has more than 16 years of construction and construction management of local roads, highways, bicycle lanes, roundabouts, buildings and other public works projects constructed to Caltrans, federal and local agency specifications. He has provided field engineering, grade setting and inspection to Caltrans and local agencies. His technical knowledge encompasses roadway construction, grading and excavation, concrete curb ramps and ADA paths, underground utilities, stage construction, slope protection, AC paving, striping, pavement markings, and signage, streetlights, safety, SWPPPP, and traffic control. He is well versed in the County of Marin Uniform Construction Standards.



Applied Materials & Engineering

Park Engineering Team Member Applied Materials & Engineering, Inc. (AME) will provide quality assurance testing as required. Testing will be performed in the frequencies required by the City's Quality Assurance Program and the Caltrans Local Assistance Procedures Manual.

AME will provide summary of tests performed and results of tests performed to support quality of the work. They will provide sufficient information so that the resident engineer can satisfy the requirements of certifying that all materials used on the project meet the contract requirements.

Please see resumes at back of this proposal

PROJECT UNDERSTANDING

There are many challenges that come with the responsibility of providing quality service on public works construction projects. At Park Engineering, we understand that a public agency has to answer to elected officials, oversight and permitting agencies, and third-party funding sources. We also understand the public relations pressures on visible community improvements projects and that public perception can make the difference to the success of a project. Our construction inspectors take ownership of our projects and act in the City's best interest to manage, coordinate and inspect the project to successful completion.

Park Engineering specializes in providing construction management and inspection services to public agencies for projects just like this and our proposed team of professionals has the experience and expertise to ensure that this project is completed successfully. For this contract, we will provide a full-time inspector for the duration of the project who will report directly to the City's project manager / resident engineer.

For this project, the work includes the follow work along the east side of Francisco Blvd East, from Vivian Street to Grand Ave Bridge:

- Demolition of existing curb ramps, asphalt, curb, gutter, sidewalk and striping.
- Constructing new curb, gutter, sidewalk and driveways to current ADA standards for an 8-foot sidewalk.
- Constructing curb ramps to current ADA standards for multiple intersections along Francisco Blvd East.
- Installation of new and adjustments of existing storm drain systems.
- Adjusting & relocating existing utilities to finish grade
- Upgrades to traffic signal and street lighting
- Irrigation and planting improvements
- Final roadway striping work

All work items shall be constructed in accordance with the contract plans and specifications.

The engineer's estimate is approximately \$4.7 million and is federally funded. Project duration is 200 working days.

KEY ISSUES

Having performed construction inspection for similar projects, we have identified elements of the work that are key to the success of this project. They include, but are not limited to:

- **Public Outreach & Safety** – The planned curb ramp & sidewalk improvements will impact the normal patterns of the neighborhood foot traffic – both school routes and daily routines of exercise & dog walks. Advance notice for any closures of the traveled lanes, sidewalks and driveways for the improvement work to limit

impacts to businesses, residents, the traveling public, delivery, emergency and transit customers will be essential. Additionally, strict adherence to approved traffic handling plans, work schedules related to business access, no parking postings, and closely monitoring pedestrian access will help keep the public informed on what to expect and when, will improve the project's safety during construction and minimize issues with the public.

- **Tracking of Costs & Schedule** – Constant monitoring and reporting of project quantities constructed to control bid quantity overruns that can occur and for any change order work to prevent escalated contract costs are critical to keep the project on budget. Daily Inspection Reports and progress pictures will be kept current and provided to the City in a timely manner to benefit the monitoring of the project's schedule.
- **Project Documentation and Administration** With federal funding, making sure that the project is administered in accordance with the Caltrans Local Assistance Procedures Manual, will ensure swift and easy audits. It is critical that the project is administered using standard, recognized administration systems that meet the needs and established system of the City. Project documents, such as our inspection reports, supporting calculations for progress payments and employee interviews, will be developed for the project files and provided to the City in a timely manner. Our experience in documenting the important aspects of similar projects will provide key information of the work performed, compliance with the contract requirements and well-organized project documents for federal funding audits.
- **Quality of Work** – Acceptance of only the best quality work ensures the funds utilized are well invested and the improvements will last. Strict adherence to the City's quality assurance program (QAP), City, County & Caltrans standards, performing the required

acceptance testing to verify quality of the completed work and documenting results for compliance with local, state and federal requirements.

- **Project Appearance / Environmental Concerns / Permits/ Water Pollution Control** – A clean project will promote a positive public perception, increase the project safety and aid the effort to compliance with Permits, Environmental and Water Pollution Control requirements. Installing water pollution control measures and maintaining it regularly is very important to prevent violations to permits from Regional Water Quality Control Board. Additionally, weekly project cleanup will provide a safer environment for the public and the project personnel.

WORK PLAN

Park Engineering will support the City by providing construction inspection for this sidewalk improvement project. We will perform all the duties required in the RFP, including, but not limited to the following:

TASK ONE – Field Inspection Services

- Review all contract documents to become familiar with all project details – plans, specs, schedule & sequence, traffic control and any permit requirements / restrictions.
- Attend the project’s Pre-Construction Meeting and pro-actively discuss potential project issues.
- Perform all field inspection activities to monitor compliance with the contract plans and specifications. Record all items of work, labor, equipment, materials incorporated, materials tested, traffic control utilized and any other pertinent information in a daily diary for permanent record.
- Monitor all field work for contract compliance and document with daily reports and pictures. Notify the City’s RE about any non-compliance items / issues.
- Work closely with City staff on project schedule, field progress and issues to monitor overall project completion.

- Prepare supporting quantity calculations for work performed, including any contract change orders, and progress pay estimates on a monthly basis.
- Review, evaluate & discuss proposed change orders and estimates for accurate scope, cost and time impacts.
- Maintain and enforce safety awareness for the protection of workers and public
- Review all necessary sampling and testing of materials for the project – performed by both the Contractor and AME – to meet the specifications and City’s QAP to ensure all materials meet the contract requirements. Failing results will be detailed to the RE.
- Attend any progress or public meetings as requested.
- Conduct interviews of field personnel for EEO / Labor Compliance monitoring.
- Work closely with City Staff on final punchlist and acceptance of the contract work.
- Assist City Staff as needed on various project administration tasks, such as review of certified payrolls, submittals and/or RFIs.



TASK TWO – Materials Testing Services

- Applied Materials & Engineering will provide materials testing and sampling services to ensure the installation of materials is in accordance with contract requirements and the City’s QAP. Materials include:
 - Native Soils / Subgrade Compaction
 - Trench Backfill & Base Rock
 - Hot Mix Asphalt (minor)
 - Concrete placed
- All tester certifications will be provided

BRIAN ZAPALSKI, CONSTRUCTION INSPECTOR

Years of Experience

16

Certifications and Training

40-Hour HazMat Certified

Key Qualifications

Mr. Zapalski has more than 16 years of construction and construction management of local roads, highways, bicycle lanes, roundabouts, buildings and other public works projects constructed to Caltrans, federal and local agency specifications. He has provided field engineering, grade setting and inspection to Caltrans and local agencies. His technical knowledge encompasses roadway construction, grading and excavation, underground utilities, concrete curb ramps and ADA paths, stage construction, slope protection, AC paving, striping, pavement markings, and signage, streetlights, safety, SWPPPP, and traffic control, and electrical and low-voltage system construction, including temporary and permanent intersections and traffic signal loop detectors. Mr. Zapalski has also worked on numerous emergency facilities, waste transfer stations, and private developments and has knowledge of building codes, OSHPD requirements and public works construction specifications.

Project Experience

- **Lamont Avenue Class 2 Bicycle Lanes Project, City of Novato, CA - \$300K**
Brian was the construction inspector for this local and grant funded roadway and bicycle safety improvements project. The Project improvements included construction for roadway widening, installation of asphalt path, concrete median, traffic signs, placement of thermoplastic pavement markings and striping, installation of curb and gutter, catch basins and storm drainpipes, AB for driveways and shoulders, and HMA paving for roadway widening and driveways on the Lamont Avenue to complete Class 2 Bicycle Lanes. Coordination with homeowners, various utility companies and City departments was needed. Brian provided all field inspection and documentation, quantities, photographs and video, coordination of materials testing and ensuring that the contractor completed all work in accordance with the contract documents, supporting the City's resident engineer.
- **Moraga Way and Canyon/Camino Pablo Improvements Project, Town of Moraga, CA - \$3.7M**
Brian was the construction engineer and field supervisor for this federally funded roadway and bicycle safety improvements project. The Project improved several intersections and corridors within and adjacent to the Moraga Center Planned Development Area. The first project improved Moraga Way between Moraga Road and Ivy Drive, completing the bicycle and pedestrian network along the corridor. This is an extension of a project completed by the City of Orinda in 2014. The project re-surfaced Moraga Way to provide an even surface for bicyclists while re-striping the roadway with buffered Class II bicycle lanes. The project added sidewalks and pedestrian pathways as well as replaced curb ramps and driveways providing an accessible path of travel linking Miramonte High School, residential land uses, County Connection transit stops, and the Moraga Center along Moraga Way.

The second part of the project improved the intersection of Camino Pablo and Canyon Road, which is a key route for students walking to Joaquin Moraga Intermediate School. At this location, there is a large pedestrian demand to cross Canyon Road but with vehicles traveling at high rates of speed as they approach the intersection. The project reduced the through travel lanes from two to one in each direction and assigned the remaining area to bulb-outs while adding a pedestrian refuge reducing the crossing distance and narrowing the roadway to calm traffic. Additional improvements at the intersection include rectangular rapid flash beacons, improved intersection lighting, as well as a speed feedback sign in the northbound direction to advise drivers of their speed as they enter the Town's

limits. Finally, the project provided green street elements within the bulb-outs meeting the Municipal Regional Permit requirements.

- **Highway 29/Hartmann Road Roundabout Project, Caltrans District 1 - \$4.9M**

Brian was the construction field supervisor for this highway improvement project on Highway 29 in Lake County near Middletown from Putah Lane to 0.3 Mile North of Spruce Road. The project involved the construction of a roundabout at the intersection of Highway 29 and Hartmann Road. Specific works included earthwork grading, demolition of existing roadway, roadway grading & paving, minor concrete grading & installation (curb ramps, sidewalks, decorative slope paving, rock blanket), roadway concrete / JPCP grading & installation, storm drain structure & culvert installation, street lighting, traffic loops, SWPPP implementation and maintenance, permanent erosion control, and sign & striping installation.

- **Rohnert Park Expressway Project, City of Rohnert Park, CA - \$3M**

Brian was the construction supervisor for this federally funded resurfacing project which rehabilitated just over one-and-a-quarter miles of Rohnert Park Expressway (RPX), a primary east/west, four-lane arterial. Project limits extended westward from Snyder Lane to Commerce Boulevard (located adjacent to the Highway 101 interchange) and involved work in three major 4-way intersections, including the City's busiest and most collision-prone. Altogether, the project involved 4,000 SY of dig-out repairs, structural pavement modifications, day, nighttime, and weekend paving operations, utility adjustments, concrete curb and gutter, ADA ramp, and median curb replacements, new colorized bike lanes, new pavement striping/markings/markers, the installation of GridSmart (camera) intersection traffic management systems, and the rehabilitation of the City Library's parking lot. The project was constructed to Caltrans and City standards and requirements.

- **Drummond/Cowell/Chiles Roundabout Improvements Project, City of Davis CA - \$1M**

Brian was the construction supervisor for this roadway improvements project. The Drummond/Cowell/Chiles Roundabout Improvement project provided comprehensive improvements to the existing four way stop intersection of Cowell Boulevard, Chiles Road and Drummond Avenue in South Davis. The primary objective of the project was to improve the traffic flow and safety of the intersection to provide a safe and efficient circulation system by increasing the efficient movement and safety of traffic. The scope of work included removal and installation of the street section at the intersection, installation of a roundabout, pedestrian/bike path and sidewalk improvements, streetlight improvements, landscape and irrigation replacement.

- **NorthBay Medical Center Expansion Project, Fairfield, CA - \$200M**

Brian was the construction supervisor for the civil construction portion of this major \$200-million-plus NorthBay Medical Center campus modernization project. NorthBay Medical Center Expansion project (NBXP) included renovation and expansion of NorthBay Healthcare's existing 3-story acute care hospital. Major components of the project include a 3-story above-grade addition that includes new Imaging and Dietary facilities on Level 1, new Acute Care Nursing Beds on Level 2 and new Operating Rooms, Pre-op and Post-Anesthesia Care on Level 3. The project also included renovation at the existing Level 1 to expand the Emergency Department as well as construction of a separate 1-story Welcome Pavilion (non-OSHPD and the first project to be completed). The Welcome Pavilion provides a central point for patients to register and meet with financial counselors prior to admission. It also houses the gift shop and provides lounge and gathering space for patients and visitors. The design goal was to decant space from the existing ED that was not required by code, in order to create space for the ED expansion.

STEVE PATTERSON, P.E., PROJECT MANAGER

Years of Experience

29

Education

B.S. Civil Engineering, Michigan State University, East Lansing, 1991

Professional Registrations

Professional Engineer: California, #C54481, 1995

QSD / QSP: Certificate #22073

Key Qualifications

Steve Patterson's experience includes roadway widening and rehabilitation, highways and interchanges, emergency slide and flood repairs, sound walls, MSE walls, retaining walls, storm box culverts, utility installations and relocations. He has worked in the capacity of Project Manager, Resident Engineer, Construction Inspector, and Office Engineer. Steve is familiar with the Caltrans Standard Specifications, Standard Plans, Construction Manual, Local Assistance Procedures Manual, and the "Greenbook" Standard Specifications for Public Works Construction.

Steve is experienced with supervising inspection staff, CPM schedules, project controls and costs, quality control/quality assurance, analyzing claims, preparing reports, planning personnel resources, negotiating contract change orders. Steve coordinated project work with utility companies, cities, counties, Caltrans, California Department of Fish and Game, Regional Water Quality Control Board, Union Pacific Railroad, private businesses, and the public.

Representative Project Experience


- **Contra Cost County Public Work, Kirker Pass Road Northbound Truck Climbing Lane Project, Concord**
Steve is the construction manager on this \$14.1M federally funded project that constructs an additional lane for improved truck climbing safety. The project constructs six retaining walls to complete the widening lane, as well as grind & pave of all lanes (4) for approximately 2 miles, related drainage improvements and restriping work. Coordination is needed with the Cities of Concord * & Pittsburg, Union 76 for their close proximity gas line and the Concord Pavilion.
- **City of Concord, Citywide Accessibility Improvements No. 4 and Central Concord Pedestrian Improvements Streetscape Project, Concord, California**
Steve was the construction manager on the \$350,000 federally funded project that removed and reconstructed 45 curb ramps throughout the City. Additional scope of work included pedestrian push button upgrades and roadway striping improvements. He was also the construction manager on a \$3M project in Downtown Concord that includes roadway resurfacing work of both the mill and fill method for Willow Pass Road and a slurry seal for Broadway, as well as replacement of non-ADA compliant curb ramps for 25 intersections in downtown Concord, new traffic signal, and streetscape features installed near the Concord BART Station.
- **City of Orinda, 2017 Paving Rehabilitation Project & BART-Downtown Access Ramp & Lighting Project Construction Cost: \$10M & \$900,000 (respectively)**
Construction Manager for this project that required work to occur on 65 different streets within the City. Roadway rehabilitation is primarily through Full Depth Reclamation with extensive drainage and concrete curb & gutter replacement work. Other work consists of utility adjustments, replacement AC dikes and roadway delineation. BART-Downtown Access Ramp consisted of removing an existing concrete stairway and replacing with a new stairway and ADA compliant ramp to link the City's busy Theater District with the adjacent Orinda BART Station. A series of seven retaining walls were

constructed to achieve the ADA ramp in small work area, located on Caltrans right-of-way. Other work includes improved lighting and new landscaping with an improved irrigation system.

- **City of San Rafael, Public Works & Engineering Department, San Rafael, CA**
City Owned Property Improvements, Roadway and Drainage Improvements
Steve is Project Manager and Resident Engineer for numerous City Projects ranging in construction costs from \$30,000 to \$2 million and including street rehabilitation, curb ramp improvements, drainage improvements, bridge resurfacing, City-owned facility improvements and sanitary sewer replacements. Assisting City Staff to develop and/or assist delivery of project documents for construction, advertise projects for bidding, answer pre-bid questions and evaluate bids, conduct pre-construction meetings and monitor contract progress.
- **Moraga Road Utility Undergrounding, Sidewalks & Pavement Resurfacing Projects, Town of Moraga, CA - \$2.7M**
Steve was the Resident Engineer/Project Manager on these three projects for the Town of Moraga that were construction simultaneously.
 - ✓ **Utility Undergrounding, \$1.7M** – A Rule 20A project with PG&E for the Town to convert existing overhead utilities to new underground facilities along one of the main roadways for the Town. Work consisted of extensive daily traffic control for vehicles and pedestrians to perform the installation of new joint trench and utility vault systems.
 - ✓ **Bicycle & Pedestrian Improvements, \$160k** – A federally funded project to construct about 300 LF of sidewalk to connect two critical side streets along Moraga Road.
 - ✓ **Resurfacing Project, \$800k** – A federally funded project that removed and replaced the top 3-inches of existing Moraga Road. Pone of the Town’s busiest roadways and only a 2-lane road, daily one-way traffic control was required. Advance notice and monitoring of traffic control was critical to the community outreach on the project.
- **City of Orinda 2014 Street Rehabilitation Project, Orinda, CA**
Resident Engineer for this \$1.4 million pavement rehabilitation project. Steve was responsible for managing all aspects of this project including contract administration, contract compliance and acceptance, project costs and schedule, and public relations.
- **City of Emeryville, Safe Routes to School Project, Emeryville, CA**
Resident Engineer for this federally funded \$650K project that upgraded multiple cross-walk intersections, installed rectangular rapid flash beacon systems and speed feedback assemblies, and upgraded an existing traffic signal. Work was coordinated with Caltrans, as it was performed on State Route 123 (San Pablo Ave).
- **Mission Blvd/Warren Ave/Freight Rail Relocation Program, Santa Clara Valley Transportation Authority (VTA), San Jose, CA**
Steve was the Resident Engineer on the preliminary creek alignment project and grade separation project that totaled \$60M and prepared the corridor for BART’s Silicon Valley/ Berryessa Extension.
- **Countywide Microsurfacing Project – Contra Costa County, CA**
Steve was the Resident Engineer for the County on this \$2 million project. The project scope included: applying micro-surface treatment to 21 miles of roadway on ten roads at seven separate locations. Work will include surface preparation, stripe removal, thermoplastic striping and Class II bike lanes.

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: City of San Rafael 2. Contract DBE Goal: 4%
 3. Project Description: Construction Inspection & Materials Testing Services for Francisco Blvd East Sidewalk Improvements
 4. Project Location: San Rafael, California
 5. Consultant's Name: Park Engineering, Inc. 6. Prime Certified DBE:

| 7. Description of Work, Service, or Materials Supplied | 8. DBE Certification Number | 9. DBE Contact Information | 10. DBE % |
|--|-----------------------------|---|---|
| Construction Inspection | 41711 | Park Engineering, Inc. 372 Village Sq., Orinda, CA | 90 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Local Agency to Complete this Section | | | 11. TOTAL CLAIMED DBE PARTICIPATION 90 % |
| 17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. | | | |
| _____ 20. Local Agency Representative's Signature 21. Date _____ 22. Local Agency Representative's Name 23. Phone _____ 24. Local Agency Representative's Title | | | IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.  _____ 12. Preparer's Signature 13. Date Jaemin Park, PE 02/13/20 _____ 14. Preparer's Name 15. Phone President 925.818.3756 _____ 16. Preparer's Title |

DISTRIBUTION: Original – Included with consultant's proposal to local agency.


ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

Park Engineering does not have any lobbying activities to report.

Exhibit 10-Q Disclosure of Lobbying Activities

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

| | | | | | |
|--|-------------------------------------|--|----------------------------------|---|--|
| 1. Type of Federal Action: | | 2. Status of Federal Action: | | 3. Report Type: | |
| <input type="checkbox"/> a. contract | <input type="checkbox"/> b. grant | <input type="checkbox"/> c. cooperative agreement | <input type="checkbox"/> d. loan | <input type="checkbox"/> e. loan guarantee | <input type="checkbox"/> f. loan insurance |
| 4. Name and Address of Reporting Entity | | 5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: | | For Material Change Only: | |
| <input type="checkbox"/> Prime | <input type="checkbox"/> Subawardee | Tier _____, if known | | year _____ quarter _____ | date of last report _____ |
| Congressional District, if known | | Congressional District, if known | | | |
| 6. Federal Department/Agency: | | 7. Federal Program Name/Description: | | CFDA Number, if applicable _____ | |
| 8. Federal Action Number, if known: | | 9. Award Amount, if known: | | | |
| 10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI) | | b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI) | | | |
| (attach Continuation Sheet(s) if necessary) | | | | | |
| 11. Amount of Payment (check all that apply) | | 13. Type of Payment (check all that apply) | | | |
| \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned | | <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____ | | | |
| 12. Form of Payment (check all that apply): | | | | | |
| <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____ | | | | | |
| 14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11: | | | | | |
| (attach Continuation Sheet(s) if necessary) | | | | | |
| 15. Continuation Sheet(s) attached: | | Yes <input type="checkbox"/> No <input type="checkbox"/> | |  | |
| 16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. | | Signature: _____ | | Print Name: <u>Jaemin Park, PE</u> | |
| | | Title: <u>President</u> | | Telephone No.: <u>925.818.3756</u> Date: <u>02/13/20</u> | |
| Federal Use Only: | | Authorized for Local Reproduction | | Standard Form - LLL | |

Standard Form LLL Rev. 04-28-06



372 Village Square
Orinda, CA 94563
(925) 257.2508





City of San Rafael

Francisco Blvd East Sidewalk Improvements Project

Cost Proposal for Construction Inspection & Materials Testing Services

City Project No. 11349 / City File No. 16.01.241.01

Federal Project No. ATPL-5043(042)

| Name/Classification | Rates | | | Hours | | Total Regular Hours | Total Overtime Hours | Cost | |
|---|------------------------|---------------------|---------------|--------------|-----------|---------------------|----------------------|---------------|----------------------|
| | Base Rate | Regular Loaded Rate | Overtime Rate | Construction | Close-out | | | | |
| Brian Zapalski Construction Inspector | \$ 55.00 | \$ 127.11 | \$ 190.67 | 1,600 | 40 | 1,640 | 80 | \$ 223,714.48 | |
| Applied Materials & Engineering, Materials Testing | (Estimate - As Needed) | | | | | | | | \$ 40,000.00 |
| | | | | | | | Total = | | \$ 263,714.48 |

1. Rate includes vehicle, mobile phone, laptop and all equipment required to perform required duties.
2. Based on 200 Working Days per Contract Documents.