

**AGREEMENT
CITY OF FRESNO, CALIFORNIA
CONSULTANT SERVICES**

THIS AGREEMENT is made and entered into effective on _____, 2021, by and between the CITY OF FRESNO, a California municipal corporation (City), and NV5, Inc., a California Corporation (Consultant).

RECITALS

WHEREAS, the City desires to obtain professional Construction Management and Engineering Inspection services for Veterans Boulevard Interchange Project (Project); and

WHEREAS, the Consultant is engaged in the business of furnishing services as a Construction Management and Engineering Inspection Firm and hereby represents that it desires to and is professionally and legally capable of performing the services called for by this Agreement; and

WHEREAS, the Consultant acknowledges that this Agreement is subject to the requirements of Fresno Municipal Code Section 4-107 and Administrative Order No. 6-19; and

WHEREAS, this Agreement will be administered for the City by its Public Works Director (Director) or designee.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and promises hereinafter contained to be kept and performed by the respective parties, it is mutually agreed as follows:

1. Scope of Services. The Consultant shall perform to the satisfaction of the City the services described in **Exhibit A**, including all work incidental to, or necessary to perform, such services even though not specifically described in **Exhibit A**.
2. Term of Agreement and Time for Performance. This Agreement shall be effective from the date first set forth above and shall continue in full force and effect through the earlier of complete rendition of the services hereunder or December 31, 2024, subject to any earlier termination in accordance with this Agreement. The services of the Consultant as described in **Exhibit A** are to commence upon the City's issuance of a written "Notice to Proceed." Work shall be undertaken and completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed within One Thousand Two Hundred (1200) consecutive calendar days from such authorization to proceed.
3. Compensation.
 - (a) The Consultant will be reimbursed for hours worked at the hourly rates specified in the Consultant's approved Cost Proposal. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. These rates are not

adjustable for the performance period set forth in this Agreement. The Consultant will be reimbursed within thirty days upon receipt by the City's Contract Administrator of itemized invoices in duplicate.

- (b) In addition, the Consultant will be reimbursed for incurred (actual) direct costs other than salary costs that are in the approved Cost Proposal and identified in the approved Cost Proposal.
- (c) The Consultant shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. The Consultant is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement.
- (d) Reimbursement for transportation and subsistence costs shall not exceed State rates.
- (e) When milestone cost estimates are included in the approved Cost Proposal, the Consultant shall obtain prior written approval in the form of an Agreement amendment for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.
- (f) Progress payments will be made monthly in arrears based on services provided and actual costs incurred.
- (g) The Consultant shall not commence performance of work or services until this Agreement has been approved by the City and notification to proceed has been issued by the City's Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this Agreement.
- (h) The Consultant will be reimbursed within thirty days upon receipt by the City's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty calendar days after the performance of work for which the Consultant is billing. Invoices shall detail the work performed on each milestone, as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this Agreement number, project title and Purchase Order number. Credits due the City that include any equipment purchased under the provisions of Article XI Equipment Purchase, must be reimbursed by the Consultant prior to the expiration or termination of this Agreement. Invoices shall be mailed to the City's Contract Administrator at the following address:

RANDALL MORRISON
2600 FRESNO STREET, RM 4016
FRESNO, CA

- (i) The total amount payable by the City for all Services under this Agreement shall not exceed Six Million Three Hundred Forty Five Thousand Nine Hundred Forty Nine Dollars and Thirty Six Cents (\$6,345,949.36), and a contingency amount not to exceed Three Hundred Ten Thousand Dollars

(\$310,000.00) for any additional work rendered pursuant to Subsection (j) below and authorized in writing by the Director.

- (j) The parties may modify this Agreement to increase or decrease the scope of services or provide for the rendition of services not required by this Agreement, which modification shall include an adjustment to Consultant's compensation. Any change in the scope of services must be made by written amendment to the Agreement signed by an authorized representative for each party. Consultant shall not be entitled to any additional compensation if services are performed prior to a signed written amendment.

4. Termination, Remedies and Force Majeure.

- (a) This Agreement shall terminate without any liability of the City to the Consultant upon the earlier of: (i) the Consultants filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against the Consultant; (ii) seven calendar days prior written notice with or without cause by the City to the Consultant; (iii) the City's non-appropriation of funds sufficient to meet its obligations hereunder during any City fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement.
- (b) Immediately upon any termination or expiration of this Agreement, the Consultant shall (i) immediately stop all work hereunder; (ii) immediately cause any and all of its subcontractors to cease work; and (iii) return to the City any and all unearned payments and all properties and materials in the possession of the Consultant that are owned by the City. Subject to the terms of this Agreement, the Consultant shall be paid compensation for services satisfactorily performed prior to the effective date of termination. The Consultant shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.
- (c) In the event of termination due to failure of the Consultant to satisfactorily perform in accordance with the terms of this Agreement, the City may withhold an amount that would otherwise be payable as an offset to, but not in excess of, the City's damages caused by such failure. In no event shall any payment by the City pursuant to this Agreement constitute a waiver by the City of any breach of this Agreement which may then exist on the part of the Consultant, nor shall such payment impair or prejudice any remedy available to the City with respect to the breach.
- (d) Upon any breach of this Agreement by the Consultant, the City may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement. If it is determined that the City improperly terminated this

Agreement for default, such termination shall be deemed a termination for convenience.

- (e) The Consultant shall provide the City with adequate written assurances of future performance, upon Director's request, in the event the Consultant fails to comply with any terms or conditions of this Agreement.
- (f) The Consultant shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Consultant and without its fault or negligence such as, acts of God or the public enemy, acts of the City in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Consultant shall notify Director in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Director of the cessation of such occurrence.
- (g) Any notice of termination sent to Consultant shall include the reason(s) for such termination or state that it is without cause.

5. Confidential Information, Ownership of Documents and Copyright License.

- (a) Any reports, information, or other data prepared or assembled by the Consultant pursuant to this Agreement shall not be made available to any individual or organization by the Consultant without the prior written approval of the City. During the term of this Agreement, and thereafter, the Consultant shall not, without the prior written consent of the City, disclose to anyone any Confidential Information. The term Confidential Information for the purposes of this Agreement shall include all proprietary and confidential information of the City, including but not limited to business plans, marketing plans, financial information, designs, drawings, specifications, materials, compilations, documents, instruments, models, source or object codes and other information disclosed or submitted, orally, in writing, or by any other medium or media. All Confidential Information shall be and remain confidential and proprietary in the City.
 - i. Permission granted to the Consultant to disclose information on one occasion shall not authorize the Consultant to further disclose such information or any other information or disseminate the same on any other occasion.
 - ii. The Consultant shall not comment publicly to the press or any other media regarding the Agreement or the City's actions on the same, except to the City's personnel or the Consultant's personnel involved in the performance of this Agreement at public hearings or in response to questions from a Legislative committee.
 - iii. The Consultant shall not issue any news releases or any 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 the City and receipt of the City's written permission.

- (b) Any and all original sketches, pencil tracings of working drawings, plans, computations, specifications, computer disk files, writings and other documents prepared or provided by the Consultant pursuant to this Agreement, in any form whatsoever, are the property of the City at the time of preparation and shall be turned over to the City upon expiration or termination of the Agreement or default by the Consultant. The Consultant grants the City a copyright license to use such drawings and writings. The Consultant shall not permit the reproduction or use thereof by any other person except as otherwise expressly provided herein. The City may modify the design including any drawings or writings. Any use by the City of the aforesaid sketches, tracings, plans, computations, specifications, computer disk files, writings and other documents in completed form as to other projects or extensions of this Project, or in uncompleted form, without specific written verification by the Consultant will be at the City's sole risk and without liability or legal exposure to the Consultant. The Consultant may keep a copy of all drawings and specifications for its sole and exclusive use.
 - i. In the event of the copyright of any reports or other products prepared under this Agreement by the Consultant or any subcontractor, the Federal Highway Administration (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.
 - (c) If the Consultant should subcontract all or any portion of the services to be performed under this Agreement, the Consultant shall cause each subcontractor to also comply with the requirements of this Section 5.
 - (d) This Section 5 shall survive expiration or termination of this Agreement.
6. Professional Skill. It is further mutually understood and agreed by and between the parties hereto that inasmuch as the Consultant represents to the City that the Consultant and its subcontractors, if any, are skilled in the profession and shall perform in accordance with the standards of said profession necessary to perform the services agreed to be done by it under this Agreement, the City relies upon the skill of the Consultant and any subcontractors to do and perform such services in a skillful manner and the Consultant agrees to thus perform the services and require the same of any subcontractors. Therefore, any acceptance of such services by the City shall not operate as a release of the Consultant or any subcontractors from said professional standards.
7. Indemnification.
- To the furthest extent allowed by law including California Civil Code section 2782.8 Consultant shall indemnify, hold harmless and defend City, Caltrans and each of their officers, officials, employees, agents and volunteers from any and

all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of CONSULTANT, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each subcontractor to indemnify, hold harmless and defend City, Caltrans and each of their officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

8. Insurance.

- (a) Throughout the life of this Agreement, the Consultant shall pay for and maintain in full force and effect all insurance as required in **Exhibit B**, which is incorporated into and part of this Agreement, with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by the City's Risk Manager or designee at any time and in its sole discretion. The required policies of insurance as stated in Exhibit B shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to the City, its officers, officials, employees, agents, and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.
- (b) If at any time during the life of the Agreement or any extension, the Consultant or any of its subcontractors/sub-consultants fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to the Consultant shall be withheld until notice is received by the City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to the City. Any failure to maintain the required insurance shall be sufficient cause for the City to terminate this Agreement. No action taken by the City pursuant to this section shall in any way relieve the Consultant of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by the City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.
- (c) The fact that insurance is obtained by the Consultant shall not be deemed to release or diminish the liability of the Consultant, including, without

limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify the City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Consultant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of the Consultant, its principals, officers, agents, employees, persons under the supervision of the Consultant, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

- (d) If the Consultant should subcontract all or any portion of the services to be performed under this Agreement, the Consultant shall require each subcontractor/sub-consultant to provide insurance protection, as an additional insured, to the City and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with the Consultant and the City prior to the commencement of any services by the subcontractor. The Consultant and any subcontractor/sub-consultant shall establish additional insured status for the City, its officers, officials, employees, agents, and volunteers by using Insurance Service Office (ISO) Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.

9. Conflict of Interest and Non-Solicitation.

- (a) Prior to the City's execution of this Agreement, the Consultant shall complete a City of Fresno conflict of interest disclosure statement in the form as set forth in **Exhibit C**. During the term of this Agreement, the Consultant shall have the obligation and duty to immediately notify the City in writing of any change to the information provided by the Consultant in such statement.
- (b) The Consultant shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, 23 U.S.C. § 112, FHWA regulations applicable to design and engineering consulting contracts found at 23 C.F.R. 172.1 *et seq.*, California Government Code Section 1090 *et. seq.*, the California Political Reform Act (California Government Code Section 87100 *et. seq.*), the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 *et. seq.*) and Section 4-112 of the Fresno Municipal Code (Ineligibility to Compete). At any time, upon written request of the City, the Consultant shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, the Consultant and the respective

subcontractor(s) are in full compliance with all laws and regulations. The Consultant shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, the Consultant shall immediately notify the City of these facts in writing.

- (c) In performing the work or services to be provided hereunder, the Consultant shall not employ or retain the services of any person while such person either is employed by the City or is a member of any City council, commission, board, committee, or similar City body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.
- (d) The Consultant represents and warrants that it has not paid or agreed to pay any compensation, lawful or unlawful, contingent or otherwise, direct or indirect, to any party to solicit or procure this Agreement or any rights/benefits hereunder. The City shall have the right, in its discretion, to deduct from any payment to the Consultant under this Agreement, or otherwise recover the full amount of, any rebate, kickback or other consideration paid by the Consultant in violation of any representation or warranty under this section.
- (e) Neither the Consultant, nor any firm affiliated with the Consultant, nor any of the Consultant's subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project with the exception of any subcontractor whose services are limited to providing surveying or materials testing information. The Consultant and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. An affiliated firm is one which is subject to the control of the same person(s) through joint-ownership or otherwise.
- (f) The Consultant shall disclose any financial, business, or other relationship with the City that may have an impact upon the outcome of this Agreement or any ensuing the City construction project. The Consultant shall also disclose any current clients who may have a financial interest in the outcome of this Agreement or any ensuing the City construction project, which will follow.
- (g) 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.
- (h) If the Consultant should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, the Consultant shall include the provisions of this Section 9 in each subcontract and require its subcontractors to comply therewith.

- (i) This Section 9 shall survive expiration or termination of this Agreement.
10. Recycling Program. In the event the Consultant maintains an office or operates a facility(ies), or is required herein to maintain or operate same, within the incorporated limits of the City of Fresno, the Consultant at its sole cost and expense shall:
- (a) Immediately establish and maintain a viable and ongoing recycling program, approved by the City's Solid Waste Management Division, for each office and facility. Literature describing the City recycling programs is available from the City's Solid Waste Management Division and by calling City of Fresno Recycling Hotline at (559) 621-1111.
 - (b) Immediately contact the City's Solid Waste Management Division at (559) 621-1452 and schedule a free waste audit, and cooperate with such Division in their conduct of the audit for each office and facility.
 - (c) Cooperate with and demonstrate to the satisfaction of the City's Solid Waste Management Division the establishment of the recycling program in paragraph (i) above and the ongoing maintenance thereof.
11. General Terms, Federal and State Assurances and Requirements.
- (a) Except as otherwise provided by law, all notices expressly required of the City within the body of this Agreement, and not otherwise specifically provided for, shall be effective only if signed by the Director or designee.
 - (b) Records of the Consultant's expenses pertaining to the Project shall be kept on a generally recognized accounting basis. The Consultant and its subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement including, but not limited to, the costs of administering the Agreement. The Consultant and its subcontractors shall make such materials available at their respective offices at all reasonable times during the period of this Agreement and for three years, or longer if required by law, from the date of final payment under the Agreement. City, the State, the State Auditor, FHWA or any duly authorized representative of the federal government shall have access to any books, records, papers, accounting records and other documents of the Consultant and its subcontractors that are pertinent to the Agreement for audit, examinations, excerpts, and transcriptions. Copies thereof shall be furnished by the Consultant, if requested. If any litigation, claim, negotiations, audit or other action is commenced before the expiration of the three-year time period, all records shall be retained and made available until such action is resolved, or until the end of said time period whichever shall later occur. If the Consultant should subcontract all or any portion of the services to be performed under this Agreement, the Consultant shall cause each subcontractor to also comply with the requirements of this section and in the event a subcontract is entered into for an amount in excess of

\$25,000, the subcontract shall include this paragraph in its entirety. This Section 11(b) shall survive expiration or termination of this Agreement.

- (c) Prior to execution of this Agreement by the City, the Consultant shall have provided evidence to the City that the Consultant is licensed to perform the services called for by this Agreement (or that no license is required). If the Consultant should subcontract all or any portion of the work or services to be performed under this Agreement, the Consultant shall require each subcontractor to provide evidence to the City that subcontractor is licensed to perform the services called for by this Agreement (or that no license is required) before beginning work.
 - (d) The Consultant's services pursuant to this Agreement shall be provided under the supervision of Kevin Reisz, PE, and he/she shall not assign another to supervise the Consultant's performance of this Agreement without the prior written approval of the Director.
 - (e) The City will carry out applicable federal requirements in the administration of this Agreement. Notwithstanding Section 25 herein, the Consultant agrees to comply with all applicable federal and state assurances and requirements identified in **Exhibit D along with its Appendix A** and require that each subcontract include the same assurances by each of its subcontractors.
12. Nondiscrimination. To the extent required by controlling federal, state and local law, the Consultant shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, the Consultant agrees as follows:
- (a) The Consultant will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.
 - (b) The Consultant will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. The Consultant shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex,

age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to the Consultant's employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

- (c) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.
- (d) The Consultant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising such labor union or workers' representatives of the Consultant's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (e) If the Consultant should subcontract all or any portion of the services to be performed under this Agreement, the Consultant shall cause each subcontractor to also comply with the requirements of this Section 12.

13. Independent Contractor.

- (a) In the furnishing of the services provided for herein, the Consultant is acting solely as an independent contractor. Neither the Consultant, nor any of its officers, agents, or employees shall be deemed an officer, agent, employee, joint venturer, partner, or associate of the City for any purpose. The City shall have no right to control or supervise or direct the manner or method by which the Consultant shall perform its work and functions. However, the City shall retain the right to administer this Agreement so as to verify that the Consultant is performing its obligations in accordance with the terms and conditions thereof.
- (b) This Agreement does not evidence a partnership or joint venture between the Consultant and the City. The Consultant shall have no authority to bind the City absent the City's express written consent. Except to the extent otherwise provided in this Agreement, the Consultant shall bear its own costs and expenses in pursuit thereof.
- (c) Because of its status as an independent contractor, the Consultant and its officers, agents, and employees shall have absolutely no right to employment rights and benefits available to the City employees. The

Consultant shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, the Consultant shall be solely responsible, indemnify, defend and save the City harmless from all matters relating to employment and tax withholding for and payment of the Consultant's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers' compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in the City employment benefits, entitlements, programs and/or funds offered employees of the City whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this Agreement, the Consultant may be providing services to others unrelated to the City or to this Agreement.

14. Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.
15. Binding. Subject to Section 16, below, once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees, and representatives.
16. Assignment.
 - (a) This Agreement is personal to the Consultant and there shall be no assignment by the Consultant of its rights or obligations under this Agreement without the prior written approval of the City Manager or designee. Any attempted assignment by the Consultant, its successors or assigns, shall be null and void unless approved in writing by the City Manager or designee.
 - (b) The Consultant hereby agrees not to assign the payment of any monies due the Consultant from the City under the terms of this Agreement to any other individual(s), corporation(s) or entity(ies). The City retains the right to pay any and all monies due the Consultant directly to the Consultant.
17. Compliance With Law. In providing the services required under this Agreement, the Consultant shall at all times comply with all applicable laws of the United States, the State of California and the City, and with all applicable regulations

promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

18. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.
19. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.
20. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.
21. Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability of any one provision in this Agreement shall not affect the other provisions.
22. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.
23. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.
24. Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.
25. Precedence of Documents. In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the exhibit or attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.
26. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

27. No Third Party Beneficiaries. The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.
28. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both the City and the Consultant.
29. RFQ Document. Any Request for Qualifications and documents issued therewith (collectively RFQ) by the City that resulted in selection of the Consultant for entry into this Agreement are hereby incorporated into and made a part of this Agreement. In the event of a conflict between the RFQ and this Agreement (including any Exhibit hereto), this Agreement (including any exhibit hereto) shall take precedence.
30. Disadvantaged Business Enterprise (DBE) Participation. 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. The goal for DBE participation for this Agreement is three (3) %. Participation by DBE Consultant or subconsultants shall be in accordance with information contained in Exhibit 10- O2: 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. 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. It is the responsibility of the Consultant to be familiar with the DBE Compliance Documents. Reference Section IX. *FHWA Requirements* herein for more information.
31. FHWA Requirements.
BUILD Grant Provisions

The City is a sub-recipient of a BUILD Transportation Grant from the United States Department of Transportation (DOT). City, Caltrans and DOT have entered into a Grant Agreement and Project Oversight Agreement for the Veterans Boulevard Project, which are incorporated herein. City shall impose additional requirements on Contractor as set forth in the Grant Agreement, Project Oversight Agreement or as required by the DOT. This agreement shall also include the requirements set forth in the General Terms and Conditions located at: <http://go.usa.gov/xpuYy> and the Exhibits to FHWA Grant Agreements under the FY 2019 BUILD Transportation Grants Program located at: <http://go.usa.gov/xpMkF>

SPECIFIC ASSURANCES

1. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with the FY 2019 BUILD Transportation Discretionary Grant and, in adapted form, in all proposals for negotiated agreements regardless of funding source: "The Recipient, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
2. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.

Federal-Aid Provisions

The proposing Consultant's services are federally funded, which necessitate compliance with additional requirements. Special attention is directed to Local Assistance Procedures Manual Chapter 10 and Exhibit 10-I, Notice to Proposers DBE Information. The proposing Consultant shall complete and submit the following forms with the proposal to be considered responsive. These forms and instructions are attached to the RFQ for the proposer.

- Exhibit 10-O1
- Exhibit 15-H, if applicable
- Exhibit 10-Q

This solicitation is financed in whole or in part and therefore subject to Title 49, Code of Federal Regulations, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". To ensure equal participation for Disadvantaged Business Enterprise (DBE) groups specified in 49 CFR 26.5, a DBE participation is required. Only participation by certified DBEs will count toward the contract goal for this solicitation. In order to count toward a contract goal, a firm must be certified by

the California Unified Certification Program (CUCP) and possess the work codes applicable to the type of work the firm will perform on the Agreement by the SOQ submittal due date. For a list of work codes, go to http://www.dot.ca.gov/hq/bep/find_certified.htm. It is the proposer's responsibility to verify that the DBE firm is certified as a DBE by the specified SOQ submittal due date and time. For a list of DBEs certified by the CUCP, go to: http://www.dot.ca.gov/hq/bep/find_certified.htm. Reference Section IV. *SOQ Requirements* for detailed information and references to the required forms. Required forms will be made part of the agreement. Failure to meet the DBE goal or Good Faith Effort requirements and provide required DBE participation at due date and time of SOQ submittal may result in the SOQ submittal being rejected as non-responsive. Federal and/or State prevailing wage rates may apply. This requirement, if applicable, will be specified in the draft Agreement. All contractors and subcontractors who bid or work on public works projects must register with the Department of Industrial Relations (DIR). Prior to award of the contract Consultant will be required to follow applicable federal-aid requirements and shall complete and submit with the Statement of Qualifications or Cost Proposal, if requested, the following forms:

- Local Agency Proposer DBE Commitment (Consultant Contracts); (LAPM 10-O1). The local agency's current contract DBE Goal is [3%].
- DBE Information -Good Faith Effort (LAPM 15-H) – Required only if DBE goal is not achieved. It is recommended that proposer prepare and submit a FFE irrespective of meeting the DBE goal.
- Disclosure of Lobbying Activities (LAPM 10-Q)
- Cost Proposal (LAPM 10-H2)
- Consultant Annual Certification of Indirect Costs and Financial Management System (LAPM 10-K)

Upon award and through completion of the project, the successful proposing Consultant will be required to follow applicable federal-aid requirements and shall complete and submit with the agreement the following forms at the time of award:

- Local Agency Proposer DBE Information (Consultant Contracts) (LAPM 10-02)
- Consultant Annual Certification of Indirect Costs and Financial Management System (LAPM 10-K)
- Exhibit 9-F: Disadvantaged Business Enterprise (DBE) Running Tally of Payments
- Any other relevant forms required during the project.

Consultant shall demonstrate familiarity of providing services for federally funded projects and has clear understanding of requirements/needs to facilitate the project through Local Assistance and Local Assistance Procedures Manual.

The Consultant shall comply with Title 49 of the Code of Federal Regulations (CFR), Part 26.37(c). To comply with 49 CFR 26.37(c), the Consultant must complete the Exhibit 9-F: Disadvantaged Business Enterprise (DBE) Running Tally of Payments from the execution of the contract until all DBE sub consulting activity on the entire project is completed. After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of

the following month, the Consultant shall complete and email the Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy also sent to the City of Fresno at PublicWorksCIP@fresno.gov.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

CITY OF FRESNO,
a California municipal corporation

By: _____
RANDALL W. MORRISON,
Assistant Director
Public Works Department

ATTEST:
YVONNE SPENCE, MMC CRM
City Clerk

By: _____
Deputy

APPROVED AS TO FORM:
City Attorney's Office

By: Brandon Collet 4/1/2021
BRANDON M. COLLET Date
Senior Deputy City Attorney

REVIEWED BY:

AUSTIN BAIN, Engineer II
Public Works Department

Addresses:

CITY:
City of Fresno
Attention: Randall Morrison,
Assistant Director
2600 Fresno Street, RM 4016
Fresno, CA 93721-3623
Phone: (559) 621-8703
FAX: (559) 488-1045

Attachments:

1. Exhibit A - Scope of Services
2. Exhibit B - Insurance Requirements
3. Exhibit C - Conflict of Interest Disclosure Form

NV5, INC.,
a California Corporation

By: Richard Tong 3/29/21
Name: Richard Tong

Title: Executive Vice President
(If corporation or LLC., Board
Chair, Pres. or Vice Pres.)

By: _____
Name: Edward Codispoti

Title: Chief Financial Officer
(If corporation or LLC., CFO, Treasurer,
Secretary or Assistant Secretary)

Any Applicable Professional License:

Number: _____
Name: _____
Date of Issuance: _____

CONSULTANT:

NV5, Inc.
Attention: Kevin Reisz,
Principal In Charge
2109 W. Bullard Avenue, Suite 145
Fresno, CA 93711
Phone: (559) 661-5220
FAX: (559) 492-3457

4. Exhibit D - Federal and State Assurances
5. Appendix A to Exhibit D
6. BUILD Grant Appendix A & E

EXHIBIT A

SCOPE OF SERVICE

**Consultant Service Agreement between City of Fresno (“City”)
And NV5 Inc. (“Consultant”)
Veterans Boulevard Interchange Project**

DESCRIPTION OF PROJECT:

The Veterans Boulevard project includes: a six-lane arterial roadway in northwest Fresno, a freeway interchange at SR-99; grade separations over the Union Pacific Railroad, High-Speed Rail line and Golden State Boulevard and; a multi-purpose trail and adaptive intelligent transportation system technology to synchronize traffic operations in real-time. This Interchange phase includes: the Veterans Boulevard/State Route 99 interchange; the northerly jug handle (“J2” as identified subsequently); Veterans Boulevard overcrossing of Golden State Boulevard, and; completing Veterans Boulevard between Wathen Avenue and Riverside/Bullard Avenue, and the Veterans Boulevard/Bryan Avenue/Barstow Avenue intersection; and the extension of Sierra Avenue to Bullard Avenue. The Project footprint is depicted in Vicinity Map attached hereto. The anticipated construction duration for this project is July 2021 through July 2023.

The project design includes: a type L-9 interchange connecting Veterans Boulevard to State Route 99 and a Veterans Boulevard overcrossing of Golden State Boulevard (with connecting “jug handle ramps”). The interchange is designed with four structural footprints: the Golden State Boulevard Undercrossing, the Veterans Boulevard Overcrossing at State Route 99, the State Route 99 Southbound On-Ramp Pedestrian Undercrossing at Veterans Boulevard, and the State Route 99 Southbound Off-Ramp Pedestrian Undercrossing at Veterans Boulevard. The Golden State Boulevard Undercrossing is a one span concrete cast-in-place box girder structure with a total length of 155 feet and total width of 137.25 feet that will utilize shallow footings. The Veterans Boulevard Overcrossing at State Route 99 is a two span concrete cast-in-place box girder structure with a total length of 295 feet and total width of about 137.25 feet that will utilize shallow footings. The State Route 99 Southbound On-Ramp Pedestrian Undercrossing at Veterans Boulevard is a one span concrete cast-in-place reinforced concrete slab structure with a total length of about 43 feet and total width of 56.25 feet, minimum and varies that will utilize shallow footings for the abutments. The State Route 99 Southbound Off-Ramp Pedestrian Undercrossing at Veterans Boulevard is a one span concrete cast-in-place reinforced concrete slab structure with a total length of 35.5 feet and total width of 63.5 feet that will utilize shallow footings for the abutments.

SCOPE OF WORK:

The major activities for this contract will be as follows:

PART ONE- PRE-CONSTRUCTION PHASE

- 1.1 Review Project Documents and Provide Bid Support Services
- 1.2 Establish Project Procedures
- 1.3 Review and Investigate Utility Locations

- 1.4 Review Regulatory Permits
- 1.5 Review Initial Project Construction Schedule
- 1.6 Review Stormwater Pollution Prevention Plan (SWPPP)
- 1.7 Review Traffic Control and Construction Staging Plans
- 1.8 Inspect Project Site and Obtain Pre-Construction Photos/Videos
- 1.9 Hold Pre-Construction Meeting
- 1.10 Preconstruction Biological Surveys and Reporting
- 1.11 Preconstruction Paleontological Surveys and Reporting
- 1.12 Develop a Quality Management Plan

PART TWO- CONSTRUCTION PHASE

- 2.1 Interaction with City Staff, Designer and Third Parties
- 2.2 Public Outreach
- 2.3 Hold Weekly Progress Meetings
- 2.4 Correspondence Management and Document Control
- 2.5 Submittal Management
- 2.6 Request for Information (RFI) Management
- 2.7 Change Order Management and Cost Control
- 2.8 Monthly Payment Review and Cost Control
- 2.9 Labor Compliance Monitoring
- 2.10 Contract Dispute Management
- 2.11 Schedule Update Review
- 2.12 Pre-Paving Meeting and QC Plan Review
- 2.13 General Field Inspection and Daily Reporting
- 2.14 Electrical and Landscaping Specialty Inspections
- 2.15 Environmental Compliance Monitoring and Reporting per the ECR
- 2.16 Stormwater Pollution Prevention Plan Monitoring
- 2.17 Materials Testing
- 2.18 Source Inspection
- 2.19 Surveying and Construction Staking
- 2.20 Structure Inspection
- 2.21 Participate in a Formal Partnering Program

PART THREE- POST-CONSTRUCTION PHASE

- 3.1 Final Inspection & Punch-List Inspections
- 3.2 Prepare and Recommend Final Payment Request
- 3.3 Review and Submit As-Builts
- 3.4 Prepare Final Reports
- 3.5 Deliver Project Files
- 3.6 Plant Establishment Inspections

Task Descriptions

Consultant shall conduct the following tasks to deliver the Veterans Boulevard Project safely, conveniently, on schedule, within budget and in compliance with all funding requirements.

PRE-CONSTRUCTION PHASE

Review Project Documents and Provide Bid Support Services (Task 1.1)

Objectives

1. Achieve a full understanding of the project plans and specifications
2. Identify potential discrepancies in the contract documents and recommend solutions to the City
3. Review Cooperative Agreement with Caltrans to confirm that all state testing services are identified
4. Identify sources of lacking information and request additional information from the designer/City
5. Identify project risks and recommend risk avoidance strategies to the City
6. Identify value engineering opportunities, if any, and propose concepts to the City that save money and time or enhance safety or public convenience
7. Support the City and Design Consultant during the bidding phase

Task Description

All contract documents and cooperative agreements will be reviewed and vetted. The findings of this review will be compiled in a review log and shared with the City and the project designer. These comments will be tracked until they are resolved. Once the review comments have been addressed, several potential activities may be conducted to minimize risk or save money, time or enhance safety or public convenience. These activities may include the following:

- Hold smaller internal meetings prior to the pre-construction meeting to gain a deeper understanding of the City's needs and discuss the findings of the project document review
- Early coordination with stakeholders/utility owners
- Suggest cooperative agreement language to clarify roles and responsibilities between the City and Caltrans
- Preparation of a Value Engineering Change Proposal

This activity will be undertaken by the Resident Engineer. All findings and conclusions resulting from this task will be conveyed to the project team prior to construction.

Prior to bidding, Consultant shall attend the pre-bid meeting. During the bidding phase, the Consultant shall review all bidder's inquiries and provide input to respond to these questions in a manner that reduces project risk. If bidder's inquiries require input from a third-party stakeholder, Consultant shall coordinate with these external stakeholders as needed to provide ample clarification.

Work Products

1. Project document review log with review comments and responses
2. Meeting agenda and meeting minutes from any internal coordination meetings
3. Correspondence records with any stakeholders/utility owners
4. May result in a Value Engineering Change Proposal(s) which includes a narrative description of the change and an independent analysis of cost-savings or time reduction
5. Draft responses to Bidder's Inquiries

Establish Project Procedures (Task 1.2)**Objectives**

1. Gain concurrence from the City regarding planned project procedures, tracking tools, construction forms and templates
2. Provide a concise outline of regular tracking, correspondence and reporting activities with planned frequencies
3. Establish public outreach roles and responsibilities between the City and the Consultant team

Task Description

Meet with the City to provide all proposed tracking log templates, correspondence templates and construction forms to be used during administration of the project for review and input. The frequency of regular meetings and reporting needs will be understood based on the Client's needs. Consultant will also discuss correspondence procedures with the project designer, stakeholders, the public and other City staff. Once established, these project procedures will be summarized through Project Procedures Outline and will be maintained on file and updated as necessary during the project. Consultant will also meet with the Public Information Officer to establish roles and responsibilities for public interaction and information dissemination internally and externally. This activity will be undertaken by the Resident Engineer. All findings and conclusions resulting from this task will be conveyed to the project team prior to construction.

Work Products

1. Proposed tracking log templates, correspondence templates and construction forms
2. Project Procedures Outline
3. Public Outreach Kick-off Meeting Minutes

Review and Investigate Utility Locations (Task 1.3)**Objectives**

1. Identify potential utility conflicts prior to construction
2. Communicate risk mitigation strategies with the project delivery team

Task Description

Obtain and review all utility information within the project limits. This will include all pothole data and as-built records of older and newly relocated utilities. Consultant will review this information thoroughly and identify areas of concern. The utility plans will be marked up to show all potential conflicts that should be investigated further as early as possible. Consultant shall share findings with the designer and City Staff during the pre-construction phase. If possible, Consultant may pothole prior to the construction phase to confirm or deny that these conflicts exist. If changes are needed, Consultant will work with the design team to propose and understand any available solutions. The Consultant's goal is to make any necessary changes before the first working day.

Work Products

1. Marked-up utility plans with areas of concern

Review Regulatory Permits (Task 1.4)

Objectives

1. Understand all permit requirements prior to construction
2. Gain a full understanding of all activities and documentation requirements set forth in the permits

Task Description

Obtain and review all regulatory permits, encroachment permits and environmental documents. Develop an action item list, by agency, to identify permit-required activities. The action item list will include deadlines and frequencies for each activity and reporting requirement. This action item list will be used to track completion of permit requirements and reporting. This activity will be undertaken by the Resident Engineer. All findings and conclusions resulting from this task will be conveyed to the project team prior to construction.

Work Products

1. Permit activity and reporting action item log with frequency, deadline and status.

Review Initial Project Construction Schedule (Task 1.5)

Objectives

1. Review the Contractor's proposed schedule for reasonableness and completeness
2. Ensure that the proposed plans meets the timing requirements set forth in the contract
3. Obtain an approved Initial Project Construction Schedule

Task Description

The Contractor must submit the proposed construction schedule before construction activities begin. The Resident Engineer will quickly review this schedule to ascertain the following:

- Ensure that the schedule logic is sound
- Verify that all project requirements pertaining to traffic handling and pedestrian access are met
- Review the durations of the construction activities to ascertain the reasonableness of the Contractor's approach
- Ensure that any permit requirements are properly scheduled
- Ensure that all long lead procurement or third party activities are properly scheduled

Once the initial review is complete, the review comments will be transmitted to the Contractor in a comment/response log to track resolution of any review comments. Consultant will meet with the Contractor to proactively discuss these review comments prior to formal transmittal. If resubmittal is required, the process above will be repeated until all comments are resolved. If requested, Consultant will share the anticipated initial Project Schedule with the City for any input prior to accepting the schedule. This activity will be undertaken by the Resident Engineer. All findings and conclusions resulting from this task will be conveyed to the project team prior to construction.

Work Products

1. Schedule Review Comments/Response Log
2. Approved Initial Project Construction Schedule

Review Stormwater Pollution Prevention Plan (SWPPP) (Task 1.6)**Objectives**

1. Obtain a full understanding of the project-specific SWPPP requirements
2. Ensure that the SWPPP complies with the Caltrans MS4 Permit
3. Obtain approval of the SWPPP from the City and Caltrans
4. Obtain Wastewater Discharger Identification Number prior to ground-disturbing activities

Task Description

To obtain coverage under the General Permit, the City must electronically file the Notice of Intent (NOI), Storm Water Pollution Prevention Plan (SWPPP), and the appropriate permit fee to the State Water Board. The Board then has ten days to provide a Waste Discharger Identification number (WDID). This must occur prior to any ground-disturbing activities so it is critical to expedite the review and approval of the SWPPP in order to start the project on time. The Consultant team consists of Qualified SWPPP Developers with decades of experience reviewing and implementing SWPPP programs across the State. Prior to construction, Consultant shall review the approved SWPPP for this project and will be prepared to discuss the requirements for stormwater pollution control at the pre-construction meeting

Work Products

1. SWPPP agenda item for discussion at the Pre-Construction Meeting
2. Meeting minutes to record SWPPP discussion at the Pre-Construction Meeting
3. Caltrans and City approved SWPPP

Review Traffic Control and Construction Staging Plans (Task 1.7)**Objectives**

1. Obtain an approved Traffic Control Plan from the City and Caltrans
2. Review Construction Staging Plans for completeness and constructability

Task Description

The Consultant shall review all traffic control plans to ensure that they comply with the Manual on Uniform Traffic Control Devices and the City of Fresno and Caltrans requirements. The pedestrian routes through project will need to be reviewed to ensure that there is a safe, ADA-compliant route through the project at all times. Consultant will also coordinate closely with City Public Works, Fire, Police, Transit and Health Services as needed to ensure that the traffic handling plan does not conflict with essential City Operations.

The Consultant shall also review the proposed construction staging plans to identify the following:

- Potential constructability issues
- Safety Enhancements
- Areas of lacking information to enhance competitive pricing during bid time
- Recommended changes to the staging plans to increase work zone space and enhance safety

Consultant shall document the findings of the construction staging plan review in a comment/response log. Consultant will also meet with City Staff, Caltrans and the Designer of Record as needed to coordinate any construction staging changes.

Work Products

1. Traffic Control Plan Review Comments/Response Log
2. Construction Staging Plan Review Comments/Response Log
3. Approved Traffic Control Plan

Inspect Project Site and Obtain Pre-Construction Photos/Videos (Task 1.8)

Objectives

1. Document existing site conditions prior to construction

Task Description

Before construction begins, the existing site conditions will be photographed and recorded. This record of existing conditions is essential to enforce the Contractor's responsibility to protect private property, City facilities and third party property/utilities. Key items to document for this project include the following:

- Private property landscaping and access points
- Third party utilities including overhead and underground lines, vaults, boxes and valve covers
- Existing pavement conditions within the project site and adjacent to the project site
- Pedestrian walkways and crossings within the project site and adjacent to the project site

This inspection is also a key to proactively identifying any discrepancies between the site conditions and the project plans.

Work Products

1. Pre-Construction photos
2. Site inspection findings

Hold Pre-Construction Meeting (Task 1.9)

Objectives

1. Introduce the project team and key stakeholders
2. Establish project procedures and protocols
3. Discuss key project requirements and expectations for successful project delivery

Task Description

The CM/RE will prepare a pre-construction meeting agenda for the City's review and concurrence. The CM/RE will coordinate with the City Representative to establish and invite the meeting attendees. The CM/RE will chair the meeting to review the following general project topics:

- Work plans
- Contingency plans
- Material Availability
- Equipment to be used
- Progress schedule
- Layout of job
- Labor compliance
- Equal employment opportunity
- Safety requirements
- Temporary pedestrian access routes

- Americans with Disabilities Act (ADA) requirements for permanent pedestrian facilities
- Environmental commitments and permits
- Water pollution control requirements
- Job-produced materials quality control and acceptance testing
- Buy America requirements

Following the meeting, the minutes will be drafted and transmitted to the project team. An Action Item Log will be created to track any needed activities identified during the meeting. The Log will be updated weekly until all required actions are resolved.

Work Products

1. Pre-Construction Meeting Agenda and Minutes
2. Action Item Log

Preconstruction Biological Surveys and Reporting (Task 1.10)

Objectives

1. Assistance in conducting pre-construction surveys,
2. Conducting a Worker Environmental Awareness Program (WEAP) for construction personnel
3. Construction monitoring reporting to fully comply with and fulfill the project Environmental Compliance Reporting (ECR) requirements.

Task Description

Two (2) qualified biologists will conduct a one-day pre-construction survey of the project limits to establish the baseline presence or absence of the special status species with potential to occur, including presence/absence surveys for California linderella fairy shrimp and vernal pool fairy shrimp habitat and locations of elderberry shrubs, bat habitat/roosting sites (focused day surveys), white-tailed kite, California horned lark, loggerhead shrike, Swainson's hawk, and western burrowing owl, no more than 14 days prior to initiation of earthmoving activities during the nesting season (February 15 to September 1; burrowing owl up to 30 days prior PCS to CDFW). The biological survey area will include the project limits, plus the applicable species buffers. Consultant shall provide preconstruction survey (PCS) reports.

California linderella fairy shrimp and vernal pool fairy shrimp habitat; valley elderberry longhorn beetle habitat: If California linderella fairy shrimp habitat, vernal pool fairy shrimp habitat, or elderberry trees are identified during preconstruction surveys in the immediate vicinity of the project site, a qualified biologist will monitor fence installation around the environmental sensitivity areas and will inspect environmental sensitivity area fencing once weekly to ensure compliance.

Bats: The year prior to the start of construction, between April 1 and September 15, focused bat roosting day surveys will be conducted to identify potential roosting habitat, suitable entry points, roost cavities or crevices, and evidence of bat presence within the biological survey area. If bats are found to occupy the biological study area, a qualified bat biologist must conduct focused day and night emergence surveys and use the data to prepare a Bat Exclusion and Mitigation Plan to be approved by the City, CDFW, and Caltrans.

Nesting birds: If trees are to be removed during the nesting season (February 15 to September 1), a qualified biologist will first survey the trees for nesting birds.

White-tailed kite: A qualified biologist will evaluate the potential of the project to disturb nesting activities of any white-tailed kites observed within 0.5 mile of the biological study area and will provide CDFW with the evaluation for review and determination of requirement for a biological monitor and construction buffer.

California horned lark: A qualified biologist will establish an appropriate setback of 150 feet from any nesting California horned larks to be maintained during the nesting season if ground disturbing activities must begin when nests are occupied.

Loggerhead shrike: A qualified biologist will establish an appropriate setback of 150 feet from any nesting loggerhead shrikes to be maintained during the nesting season if ground disturbing activities must begin when nests are occupied.

Swainson's hawk: A qualified biologist will evaluate the potential of the project to disturb nesting activities of any Swainson's hawk observed within 0.5 mile of the biological study area and will provide CDFW with the evaluation for review and determination of requirement for a biological monitor and construction buffer.

Western burrowing owl: The year prior to the start of construction, a habitat assessment for burrowing owl will be conducted per the CDFW Burrowing Owl Survey Protocol, to assess the presence of burrowing owl habitat on the project site including a 150-meter (approx. 500 ft.) buffer zone around the project limits. After the habitat assessment is completed Consultant shall draft a Burrowing Owl Habitat Assessment Memorandum for the Record (MFR). The presence of burrowing owl habitat is unlikely; the following scope can be provided under separate contract. If burrowing owl habitat is present within the project vicinity, protocol level burrow surveys will be conducted by two or more qualified biologists (if the survey area is larger than 100 acres) on four (4) separate days, upon which time a qualified biologist will draft a Burrowing Owl Survey Results Memorandum for the Record (MFR) and develop a Burrowing Owl Mitigation Plan (BOMP) for consultation with CDFW. Measures to be carried out according to the BOMP, potentially including establishment of non-disturbance buffers and relocations, would be done by a qualified biologist in coordination with CDFW.

Consultant shall conduct a WEAP training with maintenance personnel prior to the start of work. The biologist will provide on-site "tailgate" training for all individuals conducting ground disturbance or vegetation clearing to ensure protection of all areas. All field personnel will be briefed in their responsibility for timely reporting of wildlife sightings to the monitor on-site. An educational pamphlet complete with illustrations of the sensitive native species will be provided to all maintenance personnel. Upon completion of the education program, maintenance personnel will sign a form stating they attended the program and understand all protection measures. These forms will be filed at the worksite location and be available upon request. The biologist will also be present for initial ground disturbance.

Consultant shall prepare annual Biological Monitoring Reports that describe the survey activities; outlines the training (WEAP), monitoring activities, and any field findings, as well as a post-activity walkthrough. Consultant shall submit two (2) electronic copies in Portable Document Format (PDF) of the Biological Monitoring Reports. The Worker Environmental Awareness Program (WEAP) / Cultural Resources Monitoring Plan (CRMP) training, if required, would be delivered by the on-site monitor as a tailgate training within the monitoring day.

Work Products

1. A PCS report summarizing findings for all above mentioned special status species
2. Map of California linderiella fairy shrimp habitat, vernal pool fairy shrimp habitat, or elderberry trees
3. One (1) electronic copy in PDF of Bat Emergence survey report
4. One (1) draft electronic copy in PDF of Bat Exclusion and Mitigation Plan to be sent to the City and Caltrans
5. One (1) final electronic copy in PDF of Bat Exclusion and Mitigation Plan to be sent to CDFW for approval
6. Email findings of nesting bird survey
7. One (1) draft electronic copy in PDF of a Burrowing Owl Habitat Assessment MFR to be sent to the City and Caltrans
8. One (1) final electronic copy in PDF of a Burrowing Owl Habitat Assessment MFR to be sent to the City and Caltrans
9. One (1) pamphlet detailing the project's avoidance and minimization measures, complete with illustrations
10. One (1) WEAP training
11. One (1) sign-in sheet
12. Two (2) Biological Monitoring reports in electronic copy in PDF format

Paleontological Surveys and Reporting (Task 1.11)

Objectives

1. Paleontological resource management services in accordance with the requirements outlined in Caltrans' Standard Environmental Reference

Task Description

Consultant shall prepare a Paleontological Mitigation Plan (PMP) that will outline paleontological tasks to be completed such as worker's training, construction monitoring, daily reporting, fossil and data collection, laboratory procedures, museum curation, and final reporting. It will also include a GIS map identifying the locations where monitoring is required.

Prior to the start of construction, the Qualified Paleontologist shall present a training to all on-site personnel that will include a briefing regarding the types of fossils that could be found in the project area and the procedures to follow should paleontological resources be encountered. The training will also include a discussion of applicable laws and penalties for removal or disturbance of fossils materials found on site and provide procedures to follow in the event of a fossil discovery.

At the conclusion of fieldwork, the Qualified Paleontologist shall prepare a Paleontological Mitigation Report (PMR) describing the results of the paleontological monitoring and mitigation efforts associated with the project. The PMR will include a summary of the field and laboratory methods, an overview of the project area geology and paleontology, a list of taxa recovered (if any), an analysis of fossils recovered and their scientific significance (as necessary), and recommendations.

Work Products

1. One (1) Paleontological Mitigation Plan (PMP) electronic copy in PDF
2. One (1) pamphlet detailing the types of fossils that could be found in the project area and the procedures to follow should paleontological resources be encountered
3. One (1) WEAP training
4. One (1) sign-in sheet
5. One (1) Paleontological Mitigation Report (PMR) electronic copy in PDF

Develop Quality Management Plan (Task 1.12)

Objectives

1. Develop a Quality Management Plan (QMP)
2. Obtain approval of the QMP from Caltrans and the City
3. Receive a Request for Authorization for Construction from Caltrans to begin the project

Task Description

Consultant shall develop a Quality Management Plan for adoption by the City and approval by Caltrans. During review of the QMP, all City and Caltrans review comments will be transmitted and tracked in a Review Comment Response Log. The QMP will be drafted based on policies and guidance provided in the Caltrans Construction Manual, Local Assistance Procedures Manual, Construction Manual Supplement for Local Agency REs, Local Assistance Structure Representative Guidelines and Independent Assurance Manual. The test methods prescribed must be as specified in the current Caltrans Standard Specifications and Special Provisions. Once the QMP is approved, Consultant will coordinate with Caltrans as needed to obtain the Request for Authorization for Construction from Caltrans to begin the project. During construction, Consultant shall adhere to the QMP to administer Quality Assurance testing and inspection.

Work Products

1. Quality Management Plan adopted by the City and approved by Caltrans
2. Review Comment Response Log

CONSTRUCTION PHASE

Interaction with City Staff, Designer and Third Parties (Task 2.1)

Objectives

4. Obtain a full understanding of City needs, concerns and expectations during the project
5. Communicate and resolve design issues in a timely manner to minimize project risk
6. Understand Third Party coordination needs

7. Regularly report on the project progress to City Staff

Task Description

Regular communication and coordination with City Staff, the Designer of Record and affected Third Parties will occur from the pre-construction phase through project close out. Consultant shall establish communication protocols early in the pre-construction phase. Consultant shall also require that the Contractor includes the CM team on all communications with affected Third Parties. Key correspondence will be included in the project files.

Work Products

3. List of Project Contacts
4. Key Correspondence files

Public Outreach (Task 2.2)

Objectives

1. To provide project information to affected property owners and the travelling public to promote convenience and safety
2. Communicate with the public during construction to understand concerns or provide updated information
3. Coordinate with the City and the Contractor to meet the City's public outreach objectives

Task Description

Consultant shall review the Contractor's traffic handling plan to ensure that advanced messaging is adequate and timely prior to changes in traffic handling. If requested, Consultant will assist with press releases to reach the community as a whole. Second, Consultant will interact with affected residences, businesses and schools during construction to understand their concerns and explain the timing and staging of the work. Consultant will work with City Staff to clearly define roles and responsibilities for these interactions.

During construction, it is essential that the Consultant strive to meet commitments with the community regarding timing and access. If changes to these commitments are identified, Consultant will proactively inform City Staff.

Work Products

1. Press Release write-ups, if requested
2. Project update write-ups and schedules
3. Emergency Contact List

Hold Weekly Progress Meetings (Task 2.3)

Objectives

1. Discuss project safety and traffic handling controls
2. Discuss public convenience and outreach efforts
3. Identify and discuss project issues to be resolved
4. Track regular contract administration tasks including submittal, RFI and change order management
5. Review the project schedule and discuss upcoming construction activities

Task Description

Progress meetings will be held weekly throughout the construction phase. The RE will prepare a meeting packet which includes the meeting agenda, Submittal Log, RFI Log, Change Order/Dispute Log, Action Item Log and contractor provided look-ahead schedule. These documents will be reviewed to establish a common understanding of the status of the project with the City and Contractor. Key project issues and required actions will be reviewed and discussed. Minutes from these meetings will be transmitted to the project team within 24 hours.

Work Products

1. Meeting agenda and meeting minutes
2. Submittal Log, RFI Log, Change Order/Dispute Log and Action Item Log updated weekly

Correspondence Management and Document Control (Task 2.4)**Objectives**

1. Track and file all project correspondence and transmittals
2. Retain project files to document compliance with all funding requirements
3. Maintain quality, schedule, work plan and budget documentation
4. Implement the City file naming conventions and structures

Task Description

The project files shall be maintained in accordance with the California Department of Transportation Uniform Filing System. Consultant shall provide a dedicated Office Engineer to maintain the project files, track and time stamp submittals, RFI's and project correspondence and maintain all material quality and testing records. These files will be maintained daily from the pre-construction phase through project close-out. These files will be retained in hard copy and digital format through a cloud based filing system. This system will be made accessible to City Staff. Consultant shall implement the City file naming conventions and structures for all digital records.

Work Products

1. Project File Records (updated daily)
2. Tracking Logs for the following:
 - Formal correspondence
 - Requests for Information
 - Submittals
 - Change Orders
 - Notice of Potential Claims

Submittal Management (Task 2.5)**Objectives**

1. Ensure materials incorporated into the work meet the City Standards and project specifications
2. Ensure materials incorporated into the work meet Buy America requirements
3. Review work plans for completeness and safety compliance

Task Description

Consultant shall review each submittal to ensure that all materials incorporated into the work comply with the City Standards, Caltrans Standards and project specifications and

to confirm that work plans are complete and meet industry standard safety requirements. All review comments will be transmitted and tracked in the Comment Response Log for each submittal. Upon delivery of materials in the field, certification of compliance documentation will be collected and maintained in the project files. Specific materials that must conform with Buy America requirements include reinforcing steel, wrought iron fencing, steel manholes covers, inlet grates and steel sign materials. These materials must arrive on site with Buy America documentation before they can be released on site for use.

Work Products

1. Submittal Review Comment/Response Log
2. Formal correspondence to accept, accept with comments or reject submittals
3. Submittal Log updated weekly

Request for Information (RFI) Management (Task 2.6)

Objectives

1. Provide timely project information to the Contractor as needed
2. Formally identify and clarify contract ambiguities and potential contract disputes
3. Track all Requests for Information to document timeliness

Task Description

The Request for Information process initiates formal correspondence regarding contract and design clarifications during the project. The Consultant will receive all Requests for Information from the Contractor and whenever possible, will provide responses independently. In some cases, the RFI's will require input from the City, Caltrans, Designer or affected Third Parties. Consultant shall coordinate all third party input into the RFI process. An RFI Tracking Log will be maintained and updated weekly to document the timing of RFI submittal and responses.

Work Products

1. Formal responses to RFI's
2. RFI Tracking Log updated weekly

Change Order Management and Cost Control (Task 2.7)

Objectives

1. Assess merit of all alleged changes to the contract that require an adjustment in the cost or time for performance of the work
2. Perform an independent estimate of cost or time impacts of all changes
3. Negotiate and draft the terms of all contract change orders prior to submittal to the City and Caltrans for approval
4. Seek alternative solutions to changes to avoid or minimize cost or time impacts
5. Track all potential and known contract change orders

Task Description

The Contractor must notify the Consultant Resident Engineer (RE) of any changes that they believe result in an adjustment to the cost or time for performance of the work. Once notified, the RE will assess the merit of the Contractor's claim and will partner with the Contractor and the project team to identify alternative solutions to minimize cost or time impacts. If it is determined that a change request has merit, the RE will perform an independent estimate of the impacts and will negotiate with the Contractor to seek a

mutually agreeable lump sum change with and agreed time extension, if any. If no agreement can be reached, the RE will direct the Contractor to perform the work at Force Account and will record the material, labor and equipment needed to complete the work. The RE will draft the contract change order language based on the independent analysis of all impacts and submit the draft Change Order to the City and Caltrans for authorization. Once authorized, the RE will route the Change Order to all parties for signature. All known and potential change orders will be recorded in a tracking log to identify cost, time impacts and status (draft, executed, disputed). This log will be updated weekly and provided to the City.

Work Products

1. Independent estimate of cost or time impacts for each contract change
2. Draft and final contract change orders
3. Contract Change Order Tracking Log

Monthly Payment Review and Cost Control (Task 2.8)

Objectives

1. Control and accurately measure quantities of materials used during construction
2. Summarize payment of completed work for each bid item each month
3. Provide a payment request to City each month with back-up documentation
4. Track the budget of each bid item following approval of the payment request
5. Provide monthly reporting on the project budget and the CM Consultant budget
6. Maintain, an internal financial management system that conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred Project costs and billings

Task Description

Cost control requires advance planning before material is placed in the field. To control the cost of materials paid on a per-unit basis, Consultant shall independently survey and measure the quantities of these materials placed on a daily basis. Consultant shall also reach agreement with the Contractor on the quantities of completed work daily to streamline the monthly payment process. During construction, Consultant will receive and file material delivery documents to support work quantity calculations. This information will be documented daily in the field inspection reports. Each month, the quantities of completed work for each bid item will be summarized in a Contract Item Quantity Sheet with the location, quantity and date of acceptance. These Quantity Sheets will serve as backup for monthly payment requests. Consultant shall track the status of monthly payment requests and discuss this weekly at the coordination meeting. Consultant shall also maintain a summary of all payments to date by bid item in the project file. This document will be updated monthly. Consultant shall verify that as-builts updated and certified payroll reporting requirements are approved monthly prior to issuing payment. Finally, Consultant shall maintain a status of the CM consultant budget with forecasted cost through project completion and report this information to the City monthly.

Work Products

1. Survey notes and field quantity measurements
2. Contract Item Quantity Sheets
3. Monthly Payment Requests
4. Project Budget Status by Bid Item

5. CM Consultant Budget Report

Labor Compliance Monitoring (Task 2.9)

Objectives

1. Ensure that the Contractor and Subcontractors comply with all labor compliance, equal employment opportunity (EEO), and Disadvantaged Business Enterprise (DBE) requirements

Task Description

Consultant's Labor Compliance Officer, in coordination with the RE, shall ensure that all certified payrolls are received for Prime and Sub Contractors. The Certified Payroll records will be reviewed to confirm that all labor classifications are properly compensated according to state and federal wage requirements, whichever governs. Consultant shall also verify that the proper ratio of apprentices are staffed on the project. Daily reporting of workers names, labor classifications and hours worked will be compared to Certified Payroll Records to confirm they match. Consultant shall conduct bi-weekly employee interviews on Form CEM-2504, "Employee Interview: Labor Compliance/EEO", to verify that workers are being compensated according to their designated labor classification. Finally, Consultant shall confirm that all required labor law posters and information are located on the job site.

Consultant's Labor Compliance Officer shall also be responsible for reviewing and filing all DBE Utilization records for the project. Consultant shall review the DBE commitments in the bid documents, review the monthly DBE Utilization Report and review and file the Final Report for DBE Utilization. Should any violations regarding labor compliance or the DBE goal be discovered, Consultant shall notify the City of Fresno immediately, draft formal correspondence to document findings and suggest potential responses including payment withholding until all labor compliance/DBE issues are resolved.

Work Products

1. Certified Payroll review records
2. Formal correspondence, if needed, to rectify and labor compliance violations
3. Employee Interview records (Form CEM-2504)
4. Completed Form CEM-2402F, "Final Report - Utilization of Disadvantaged Business Enterprises (DBE) First-Tier Subcontractors"

Contract Dispute Management (Task 2.10)

Objectives

1. Avoid construction contract disputes
2. Independently assess merit, cost and time impacts of disputed work
3. Provide dispute-related correspondence in accordance within the contract terms

Task Description

Consultant's primary goal is to partner with the Contractor to avoid contract disputes in the first place. To do this, Consultant will take a proactive approach to anticipating potential disputes and Consultant will quickly seek to confer with the Contractor and the City to identify alternative solutions to any potentially disputed work. Consultant shall independently analyze the contract and the disputed-related impacts and prepare a draft response for any dispute for the City and Caltrans to review. Consultant shall also seek

to limit the size of the dispute by identifying and separating undisputed portions of notices of potential claims. Should the dispute enter into informal dispute resolutions hearings within the context of contractual dispute resolution processes prior to the Proposed Final Estimate, Consultant shall compile and draft the City's position documents and present the City's position at the informal dispute resolution hearing.

Work Products

1. Contractual Analysis of notices of potential claims (narrative report with back-up documentation)
2. Draft responses to notices of potential claims
3. City Position Paper and presentation for informal dispute hearings prior to PFE
4. Change Order for just compensation or time adjustment if appropriate

Schedule Update Review (Task 2.11)

Objectives

1. Review the updated project schedule for accuracy
2. Identify and report on schedule slippage
3. Report schedule updates weekly

Task Description

The Contractor will need to submit an as-built schedule weekly to document progress and identify schedule slippage, if any. Consultant shall review the updated schedule to confirm that the as-built information conveyed in the update is accurately recorded. Should delays to the schedule or changes to the schedule be necessary, Consultant shall independently assess these delays or changes and report these findings to the City. If the Contractor's progress indicates that the project is at risk of late completion, the City will be notified immediately and Consultant shall proactively work with the Contractor to identify schedule recovery strategies. The findings of all schedule update reviews will be recorded in the standard Review Comments/Response Log and formal correspondence may be required to notify the Contractor of any inaccuracies or schedule concerns.

Work Products

1. Schedule Update Review comments recorded in the Review Comments/Response Log
2. Formal correspondence as needed to notify the Contractor of update inaccuracies or schedule slippage
3. Reports of independent analysis of delays or schedule changes to the City

Pre-paving Meeting and QC Plan Review (Task 2.12)

Objectives

1. Approve a detailed Quality Control Plan for HMA Paving
2. Hold a Pre-Operation Meeting with the Contractor and Project Team to establish timing, roles, responsibilities and expectations

Task Description

The Contractor must submit a detailed Quality Control Plan for the Engineer to review and approve. Consultant shall ensure that this plan meets the requirements of project specifications prior to implementation. Once the plan is approved Consultant shall hold a thorough pre-operation meeting with the Contractor's staff, Designer, CM team, testing laboratory and survey crew. At this meeting Consultant will review the timing, roles and

responsibilities for acceptance of all pavement improvements. Expectations for timeliness of QA and QC sampling, testing and reporting need to be established and recorded. Consultant shall also identify contingency plans and communication plans should material test data not reach acceptable levels or equipment breaks down. Finally, Consultant shall ensure that material testing staff and laboratory are prepared to perform and expedite additional sampling and testing during the early stages of production while the Contractor establishes their means and methods.

Work Products

1. QC Plan Submittal Review Comment/Response Log
2. Formal correspondence to accept, accept with comments or reject QC Plan
3. Meeting Minutes for Pre-Operation Meeting

Field Inspection and Daily Reporting (Task 2.13)

Objectives

1. Oversee traffic handling operations to ensure that the work zone is safe and convenient for the travelling public
2. Oversee the Contractor's operations to ensure that the site is safe workers and the public
3. Inspect the materials and methods used to assure quality of the completed work
4. Collect material certification documentation for all incorporated materials
5. Maintain a record of the contractor's operations for schedule review and risk mitigation
6. Document labor classifications and names to support labor compliance efforts
7. Measure the quantity of completed work to support payment activities
8. Oversee all permit compliance activities during construction

Task Description

The Consultant team includes roadway and structures construction inspectors. These inspectors shall inspect the project site on a daily basis and complete a daily inspection report with the following information:

- Any traffic handling and safety observations
- Description of the work performed that day with location, time and weather information
- Quality observations or concerns
- Name, labor classification and employer of all workers on site with hours worked
- Make, model and ID of all equipment on site with hours of operation (Down or idle time recorded)
- Pre and post construction surveys of all ADA ramps and pedestrian walkways
- Records of key conversations between the Inspector and the Contractor
- Record of material certification information collected
- Measurements and quantities of completed work
- Photos of the project site and work performed with descriptive captions

Daily tracking of materials, labor and equipment will be recorded to support change management and labor compliance processes. When possible, Consultant Inspection Staff will perform intermittent or benchmark inspections to operate in a cost effective manner. The daily reports will be reviewed for quality by the Resident Engineer and Structure Representative. The completed reports maintained in the project files. The

Inspectors shall also maintain an As-Built copy of the project plans to record any as-built changes as the project progresses.

Work Products

1. Daily Inspection Reports with photographic records
2. Pre and post-construction surveys of all ADA ramps and pedestrian walkways
3. Records of material certification information
4. Material delivery records

Electrical and Landscaping Specialty Inspections (Task 2.14)

Objectives

1. Provide specialized inspection services to enhance the knowledge of the project delivery team
2. Streamline inspection services through specialization

Task Description

The Consultant team consists of specialized inspection and engineering staff including a Journeyman Electrician and a licensed Landscape Architect. Each of the specialists shall review submittals and RFI's, manage the project files and oversee construction related to their individual areas of expertise. Consultant shall ensure compliance with the contract documents, City standards and the latest industry processes and protocols. Consultant shall also represent the City in the event of an audit.

Work Products

1. Submittal review correspondence
2. RFI input and correspondence
3. Field inspection reports and quality assurance documentation
4. Project close-out records

Environmental Compliance Monitoring (Task 2.15)

Objectives

1. Ensure project compliance with biological, archaeological, and paleontological regulatory permit requirements
2. Monitor the project site and document regulatory compliance
3. Provide documentation of regulatory compliance to the City
4. Report on all environmental monitoring efforts in compliance with the Project ECR and COOP Agreement

Task Description

The Consultant team includes licensed Biological, Paleontological, and Archeological Monitors. Consultant shall review all biological, archaeological, and paleontological permits to fully understand the environmental commitments and reporting requirements for the project. Consultant shall perform site inspections to ensure compliance with all environmental documents and regulatory permits. Construction monitoring consists of pre-construction, construction, and post-construction monitoring and reporting. Construction monitors shall be present on site prior to the initiation of construction activities and conduct reconnaissance or clearance surveys of the project area on an as-needed basis to ensure compliance with all measures of the permit(s). If required, the construction monitor shall be present for daily construction crew safety meetings. Construction monitors shall maintain daily logs, including construction monitor's name,

date, times of arrival and departure (for both construction monitor and construction crew), weather conditions, on-site personnel, initial construction staging area and construction progress, any issues encountered, and actions taken to resolve noncompliance issues. Construction monitors shall store daily logs in a construction monitoring notebook to be submitted to the City at requested time intervals (e.g., weekly, biweekly, monthly, or quarterly). This staff is also responsible for verifying that all required reporting and environmental documentation is complete and included in the project files. A final construction monitoring report summarizing all dates of construction monitoring, special-status species encountered, paleontological and cultural resources encountered, and any noncompliance issues encountered and their subsequent resolution shall be submitted. Consultant shall coordinate with all involved regulatory agencies as needed to clarify permitting requirements and provide documentation of compliance to the City in the event of third-party reviews.

Work Products

1. Environmental inspection reports and photographic records
2. Environmental compliance documentation and reports

Stormwater Pollution Prevention Plan Monitoring (Task 2.16)

Objectives

1. Ensure compliance with the approved SWPPP and General Permit requirements
2. Inspect BMP's daily to ensure they are installed properly and functional
3. Observe and report any SWPPP violation or illegal discharge as a result of the Contractor's operations
4. Coordinate with the City's Legally Responsible Person as needed

Task Description

During daily inspection operations, Consultant shall oversee the Contractor's implementation of the approved SWPPP program. Consultant shall inspect BMP's daily and identify any potential sources of stormwater pollution. Consultant shall also oversee any spill clean-up measures should they occur. Should the SWPPP need to be revised or amended based on field conditions, Consultant shall review any amendments and upload the most current approved electronically using the SMARTS system. Depending in the established Risk Level Consultant shall oversee all regular inspection procedures and testing and sampling requirements based on the occurrence of qualifying rain events. Consultant shall also ensure procedural compliance in the case of an illegal discharge or reported spill.

Work Products

3. Daily Inspection Reports with photographic records of SWPPP controls and BMP's
4. SWPPP inspection and corrective action correspondence

Materials Testing (Task 2.17)

Objectives

1. Sample, test and document compliance with the project specifications and City Quality Assurance Program for all incorporated material

Task Description

Consultant shall schedule material testing during the construction phase according to the City Quality Assurance Program (QAP), Chapter 6 of the Caltrans Construction Manual,

project specifications and City Standard Specifications. Where a conflict exists regarding material testing type and frequency between these documents that is not clearly defined by the order of precedence in the contract, Consultant shall notify the City to establish clear Quality Assurance testing requirements.

All material tests will be recorded in material testing reports. The material test reports will be reviewed by Consultant to verify compliance with the project specifications. All material test reports will be maintained in the project files. Should quality assurance testing indicate non-conformance, the Consultant shall notify the Contractor and oversee all corrective work according to the project specifications and State Standard Specifications. Payment will not be authorized until material test reports indicate compliance with all contract requirements.

Work Products

1. Material Test Reports
2. Non-Compliance correspondence if necessary

Source Inspection (Task 2.18)

Objectives

1. Inspect the materials and construction methods used by off-site fabricators and suppliers to assure quality of the fabricated materials meet project plans and specifications
2. Prepare source inspection verification reports for record keeping and Caltrans IQA Audit
3. Maintain all source inspection documentation in the project files
4. Provide a material certification letter to the City at the end of the project

Task Description

The specific Source Inspection tasks are as follows:

- Prepare a project-specific Source Inspection Quality Management Plan (SIQMP)
- Maintain and update the project SIQMP during the course of construction
- Hold a standalone Pre-Construction SIQMP meeting with Contractor and their key subs to discuss source inspection roles and responsibilities
- Hold Pre-fabrication Quality Control Plan (QCO) meetings for specialized material fabrications
- Perform ongoing Material Control Cycle Verification by receiving, verifying, and responding to Notice of Materials to be Used submittals (CEM-3101s)
- Dispatch inspectors to fabrication yards or suppliers warehouse for material sampling and verification inspections
- Prepare daily source inspection verification reports for project materials inspected off site
- Participate in weekly construction meetings (once a month or once every other month) to update the team on source inspection progress
- Prepare monthly source inspection reports for the Caltrans Oversight Engineer
- Attend and represent the City at quarterly Caltrans Oversight audits and respond to audit findings
- Attend and represent the City at the final Caltrans Oversight audit to close the project

- Prepare a final material certification report for the project close-out records

Work Products

- Project Source Inspection Quality Management Plan (SIQMP)
- Material Control Notifications
- Project daily source inspection reports
- Source inspection correspondence and responses to audit findings
- Specialized material testing reports for source inspection
- Monthly project source inspection reports

Surveying and Construction Staking (Task 2.19)

Objectives

1. To provide the City and contractor with accurate and timely working stakes to facilitate construction of the improvements.
2. To provide timely documentation of daily field surveys performed to assist the City evaluating work to be constructed.
3. Establish process for Contractor survey requests as well as internal QA/QC steps for surveys.
4. MONUMENTS?

Task Description

Surveying services shall include Control Stakings, Working Stakings, and layout calculations necessary to establish line and grade for the contractor, and will include the following:

1. Gather and analyze the available Improvement Plans, maps, Construction Documents, and record information for the project.
2. Perform a GPS survey to set the Control Stakes and the survey/control line for the Construction Staking.
3. Tie out monuments that may be disturbed or destroyed during construction and prepare and file pre and post corner records for monuments within the project area.
4. Run levels from City/Project Benchmarks to the control stakes.
5. Provide Staking Package(s) to Field Crew and set Working Stakes as necessary.
6. Prepare and submit cut sheets to the Construction Manager and the Resident Engineer.

Upon the completion of each staking task Consultant shall provide the Construction Manager and the Resident Engineer with a Daily Survey Report, including a copy of the cut sheet for the work performed. Actual offsets and spacing for working stakes will be coordinated with the construction manager and the contractor.

Work Products

1. Working stakes as outlined above
2. Survey Report & Cut sheets
3. Pre and Post Corner Records

Structures Inspection (Task 2.20)

Objectives

1. Provide quality assurance inspection and documentation of structure construction

2. Support Submittal, RFI, and Contract Change Order reviews related to structure construction
3. Coordinate material testing related to structure construction

Task Description

The Consultant team includes one full-time Structure Field Inspector to provide quality assurance review of the contractor's work for the following structures:

- Veterans Boulevard Overcrossing (Br. No. 420445)
- Southbound Off-Ramp Pedestrian Undercrossing (Br. No. 42C0445J)
- Southbound On-Ramp Pedestrian Undercrossing (Br. No. 42C0445K)
- Golden State Boulevard Undercrossing (Br. No. 42C0673)

Consultant's Structures Field Inspector shall observe construction of the structures to provide quality assurance review of the contractors' work for general compliance with the contract documents. As part of this process, Consultant shall:

- Provide written observation reports on activities performed by the contractor including manpower, equipment, and materials.
- Document observed deficiencies or deviations from the contract documents in written structure observation reports and communicate these to contractor for remedial action.
- Assist with the scheduling quality assurance material testing and review material testing reports.
- Provide progress photos of the work and field conditions.
- Maintain a set of record drawings for each structure indicating revisions made during construction and the associated RFI.

The Consultant Structures Field Inspector shall attend weekly progress meetings when structure related activities are progressing to assist with communication between Consultant, the City, Caltrans, the Contractor and other stakeholders. These meetings will also be used to discuss project schedule and upcoming construction operations and potential issues related to those activities.

The Consultant Structure Field Inspector shall assist with the review of submittals, RFI's and CCO's related to the structures as required by the contract documents.

The Consultant Structure Field Inspector shall also coordinate quality assurance surveys at key times during the construction of the bridge structures to verify structure layout and grades prior to concrete pours. The following quality assurance surveys are anticipated for each structure:

- Abutments Footing
- Abutment Stem, Seat, and Wingwall
- Columns
- Falsework Soffit Grades
- Deck Grade Dowels
- Approach Slabs Grades

In addition to coordinating quality assurance surveys, the Consultant Structure Field Inspector shall review all bridge grade calculations prepared by the Contractor and compare them to the survey information provided by the project surveyor.

Work Products

1. Structure Observation Reports
2. Structure survey calculations
3. As-built records of structural plans
4. Final Punchlist Inspection of structures

Participate in a Formal Partnering Program (Task 2.21)**Objectives**

1. Foster a partnering approach to project delivery
2. Regularly monitor and discuss project metrics related to the health of the project delivery team
3. Implement an approach to resolving project issues in a timely manner

Task Description

The Consultant shall coordinate with the Contractor and the City to identify a mutually acceptable Partnering Facilitator. Typically, the Contractor will enter into a contract with Partnering Facilitator and the cost for the Partnering Program will be split between the Contractor and the City. Consultant shall meet early to hold a Partnering Kickoff Meeting. At this meeting Consultant shall create a Partnering Charter to identify mutual project goals, roles and responsibilities for partnering during the project and an issue escalation process to quickly resolve project issues at different levels within the project delivery team. The timing of partnering meetings and project health measurement and reporting processes will be established at the kickoff meeting. Typically, regular meeting, measurement and reporting processes will be held on a quarterly basis. Occasionally, standalone partnering meetings will be held to resolve larger project or delivery team issues. The entire Consultant Team shall participate in these partnering processes during the construction phase.

Work Products

1. Partnering Charter
2. Partnering Report Cards
3. Partnering Meeting Minutes with Action Items

POST-CONSTRUCTION PHASE**Final Inspection & Punch-List Inspections (Task 3.1)****Objectives**

1. To provide the City with assurance that project work has been fully completed in according to the plans and project specifications.
2. Coordinate and attend all final inspections with City Public Works and Utilities and Caltrans Units.

Task Description

The Consultant Resident Engineer and Inspector will walk inspect the full length of the project to document any unfinished, damaged or non-compliant work. The findings of this inspection will be documented in a project punch-list which will be formally transmitted to Contractor. The project site will be re-inspected as needed until all punch-list item work has been completed. Once the RE believes the project is fully completed Consultant shall coordinate a walk-through with City Public Works and Utilities and Caltrans Units to accept the project. Consultant shall review completed punch-list work during this walk-

through and if no other deficiencies or omissions are noted. Consultant shall recommend acceptance of the completed project.

Work Products

1. Punch-List for work to be completed

Prepare and Recommend Final Payment Request (Task 3.2)

Objectives

1. To provide the City with the final contract cost, final balance due the contractor, and Report of Expenditure Checklist.

Task Description

Following completion of the contract work, Consultant shall determine the final quantities and cost of all approved change orders. This will be used to prepare the final estimate which will be forwarded to the City for final approval and processing. Prepare final payment only when all compliance, as-built, claims, and disputes are completed.

Work Products

1. Final Payment Request with Quantity Calculation documentation

Review and Submit As-Builts (Task 3.3)

Objectives

1. Provide the City with As-Built records of the completed project

Task Description

During construction, as-built plans will be regularly updated to record any deviations from the project plans. Once all punch-list work has been completed, Consultant shall review the as-built records for accuracy and completeness. Consultant shall include all revised plan sheets resulting from contract change orders. Consultant shall submit Consultant's as-built markups to the Designer of Record and support them as needed to create the Final As-Built Records. The Consultant shall provide the final as-built plans to the City and Caltrans with the Project Close-Out Records.

Work Products

1. As-Built Plans

Prepare Final Reports (Task 3.4)

Objectives

1. To provide the City with a written history of the construction contract

Task Description

Consultant shall review the project documents and prepare a written report for the City, to include at a minimum:

- Names of all key personnel and organizations involved with the project (i.e., City's project manager, resident engineer, contractor, and any other parties that had a significant part in the construction of the projects)
- Chronological history of the construction effort, to include all significant dates
- Caltrans Coordination Records
- Contract amounts at bid time with all other bids in tabular form
- Change order history, including summary statement about each change, negotiated cost of each change, and other information deemed necessary by Consultant and the City's project manager

- Summary of RFIs, in tabular or matrix form
- Summary of outstanding claims not resolved when the notice of completion is filed
- Summary of final contract amount
- Final DBE and UDBE report
- Project photographs
- Lessons learned

Work Products

1. Project History File

Deliver Project Files (Task 3.5)

Objectives

1. To provide the City with all project close-out documentation

Task Description

Consultant shall turn over all project files, contract correspondence, and documents, including final logs, to the City upon completion of the project. Consultant shall confirm that all of the required project files are delivered per the Construction Document Collection for City CIP Projects and LAPM. Once the files have been provided Consultant shall assist the City with the final Notice of Completion and Acceptance of Work documentation.

Work Products

1. Electronic and hard copy of the project files

Plant Establishment Inspections (Task 3.6)

Objectives

1. Inspect landscaping quality after substantial completion of the project
2. Oversee any remedial work, if needed

Task Description

Consultant shall intermittently inspect the landscaping within the project limits for a period of nine months after the project is substantially complete. These inspections will document the health of landscaping with photographic records. Should unhealthy landscaping be observed, Consultant shall meet with the Contractor to identify any deficiencies in the landscaping or irrigation materials. Consultant shall coordinate with Caltrans as needed to resolve these issues. At the end of the 9-month period, Consultant shall perform a thorough final inspection with photographic records and will track and inspect any corrective work, if needed.

Work Products

1. Landscape Inspection Reports
2. Photographic Records
3. Landscape Inspection Punchlist, if needed

SCHEDULE OF FEES

Veterans Boulevard Interchange Project

| Consultant/Subconsultant | | | | | |
|--|----------------------|----------|----------|-------------------------------|------------|
| Name/Job Title/Classification | Hourly Billing Rates | | | Effective date of hourly rate | |
| | Straight | OT(1.5x) | OT(2x) | From | To |
| NV5, Inc. | | | | | |
| Kevin Reisz, PE | \$248.16 | \$248.16 | \$248.16 | 4/1/2021 | 12/31/2021 |
| Principal | \$255.60 | \$255.60 | \$255.60 | 1/1/2022 | 12/31/2022 |
| | \$263.27 | \$263.27 | \$263.27 | 1/1/2023 | 12/31/2023 |
| Jeff Pallesen, PE | \$262.55 | \$262.55 | \$262.55 | 4/1/2021 | 12/31/2021 |
| Resident Engineer | \$270.43 | \$270.43 | \$270.43 | 1/1/2022 | 12/31/2022 |
| | \$278.54 | \$278.54 | \$278.54 | 1/1/2023 | 12/31/2023 |
| Brad Riel, PE | \$250.86 | \$250.86 | \$250.86 | 4/1/2021 | 12/31/2021 |
| Senior - Structure Rep | \$258.39 | \$258.39 | \$258.39 | 1/1/2022 | 12/31/2022 |
| | \$266.14 | \$266.14 | \$266.14 | 1/1/2023 | 12/31/2023 |
| Bobby Pentorali, PE | \$221.48 | \$221.48 | \$221.48 | 4/1/2021 | 12/31/2021 |
| ARE - Structures Rep | \$228.13 | \$228.13 | \$228.13 | 1/1/2022 | 12/31/2022 |
| | \$234.97 | \$234.97 | \$234.97 | 1/1/2023 | 12/31/2023 |
| Kramer Walker, PE | \$191.03 | \$191.03 | \$191.03 | 4/1/2021 | 12/31/2021 |
| Utilities | \$196.76 | \$196.76 | \$196.76 | 1/1/2022 | 12/31/2022 |
| | \$202.67 | \$202.67 | \$202.67 | 1/1/2023 | 12/31/2023 |
| Rich Feldman | \$170.61 | \$170.61 | \$170.61 | 4/1/2021 | 12/31/2021 |
| CPM Scheduling | \$175.73 | \$175.73 | \$175.73 | 1/1/2022 | 12/31/2022 |
| | \$181.00 | \$181.00 | \$181.00 | 1/1/2023 | 12/31/2023 |
| Kirt Carr | \$175.57 | \$175.57 | \$175.57 | 4/1/2021 | 12/31/2021 |
| Inspector | \$180.83 | \$180.83 | \$180.83 | 1/1/2022 | 12/31/2022 |
| | \$186.27 | \$186.27 | \$186.27 | 1/1/2023 | 12/31/2023 |
| TBD | \$190.44 | \$177.72 | \$175.18 | 4/1/2021 | 12/31/2021 |
| Inspector | \$190.44 | \$186.65 | \$185.90 | 1/1/2022 | 12/31/2022 |
| | \$190.44 | \$189.36 | \$188.28 | 1/1/2023 | 12/31/2023 |
| Rosa Martinez | \$123.53 | \$123.53 | \$123.53 | 4/1/2021 | 12/31/2021 |
| Office Engineer | \$127.24 | \$127.24 | \$127.24 | 1/1/2022 | 12/31/2022 |
| | \$131.06 | \$131.06 | \$131.06 | 1/1/2023 | 12/31/2023 |
| Cornerstone Structural Engineering Group | | | | | |
| Shawn Cullers | \$206.47 | \$206.47 | \$206.47 | 1/1/2021 | 12/31/2021 |
| Exempt work | \$212.66 | \$212.66 | \$212.66 | 1/1/2022 | 12/31/2022 |
| | \$219.04 | \$219.04 | \$219.04 | 1/1/2023 | 12/31/2023 |
| | \$225.61 | \$225.61 | \$225.61 | 1/1/2024 | 12/31/2024 |
| Mark Weaver | \$157.66 | \$157.66 | \$157.66 | 1/1/2021 | 12/31/2021 |
| Exempt work | \$162.39 | \$162.39 | \$162.39 | 1/1/2022 | 12/31/2022 |
| | \$167.27 | \$167.27 | \$167.27 | 1/1/2023 | 12/31/2023 |
| | \$172.28 | \$172.28 | \$172.28 | 1/1/2024 | 12/31/2024 |
| Mark Weaver | \$207.44 | \$234.26 | \$261.08 | 1/1/2021 | 12/31/2021 |
| Inspector | \$213.67 | \$241.29 | \$268.92 | 1/1/2022 | 12/31/2022 |
| | \$220.08 | \$248.53 | \$276.98 | 1/1/2023 | 12/31/2023 |
| | \$226.68 | \$255.99 | \$285.29 | 1/1/2024 | 12/31/2024 |
| Jonathan Jensen | \$149.20 | \$149.20 | \$149.20 | 1/1/2021 | 12/31/2021 |
| Exempt Work | \$153.68 | \$153.68 | \$153.68 | 1/1/2022 | 12/31/2022 |
| | \$158.29 | \$158.29 | \$158.29 | 1/1/2023 | 12/31/2023 |
| | \$163.04 | \$163.04 | \$163.04 | 1/1/2024 | 12/31/2024 |
| Jonathan Jensen | \$201.00 | \$230.75 | \$260.49 | 1/1/2021 | 12/31/2021 |
| Inspector | \$207.03 | \$237.66 | \$268.30 | 1/1/2022 | 12/31/2022 |
| | \$213.24 | \$244.79 | \$276.34 | 1/1/2023 | 12/31/2023 |
| | \$219.64 | \$252.13 | \$284.63 | 1/1/2024 | 12/31/2024 |

SCHEDULE OF FEES

Veterans Boulevard Interchange Project

| Consultant/Subconsultant | | | | | |
|-------------------------------|----------------------|----------|----------|-------------------------------|------------|
| Name/Job Title/Classification | Hourly Billing Rates | | | Effective date of hourly rate | |
| | Straight | OT(1.5x) | OT(2x) | From | To |
| Tyler Eaton | \$129.52 | \$129.52 | \$129.52 | 1/1/2021 | 12/31/2021 |
| Exempt Work | \$133.41 | \$133.41 | \$133.41 | 1/1/2022 | 12/31/2022 |
| | \$137.41 | \$137.41 | \$137.41 | 1/1/2023 | 12/31/2023 |
| | \$141.53 | \$141.53 | \$141.53 | 1/1/2024 | 12/31/2024 |
| Tyler Eaton | \$240.40 | \$276.96 | \$313.53 | 1/1/2021 | 12/31/2021 |
| Inspector | \$247.61 | \$285.28 | \$322.94 | 1/1/2022 | 12/31/2022 |
| | \$255.04 | \$293.84 | \$332.63 | 1/1/2023 | 12/31/2023 |
| | \$262.69 | \$302.65 | \$342.60 | 1/1/2024 | 12/31/2024 |
| ZT Consulting Group, Inc. | | | | | |
| Farzad Tasbihgoo | \$184.80 | \$184.80 | \$184.80 | 7/1/2020 | 6/30/2021 |
| Senior Quality Engineer | \$190.34 | \$190.34 | \$190.34 | 7/1/2021 | 6/30/2022 |
| | \$196.05 | \$196.05 | \$196.05 | 7/1/2022 | 6/30/2023 |
| Andrew Soria | \$115.50 | \$140.50 | \$165.50 | 7/1/2020 | 6/30/2021 |
| Lead QA Inspector | \$118.97 | \$144.72 | \$170.47 | 7/1/2021 | 6/30/2022 |
| | \$122.53 | \$149.06 | \$175.58 | 7/1/2022 | 6/30/2023 |
| Dan Chang | \$138.60 | \$168.60 | \$198.60 | 7/1/2020 | 6/30/2021 |
| Senior QA Inspector | \$142.76 | \$173.66 | \$204.56 | 7/1/2021 | 6/30/2022 |
| | \$147.04 | \$178.87 | \$210.69 | 7/1/2022 | 6/30/2023 |
| Reid Gerritsen | \$109.15 | \$132.77 | \$156.40 | 7/1/2020 | 6/30/2021 |
| QA Inspector | \$112.42 | \$136.76 | \$161.09 | 7/1/2021 | 6/30/2022 |
| | \$115.79 | \$140.86 | \$165.92 | 7/1/2022 | 6/30/2023 |
| Paul Mortsof | \$103.95 | \$126.45 | \$148.95 | 7/1/2020 | 6/30/2021 |
| QA Inspector | \$107.07 | \$130.24 | \$153.42 | 7/1/2021 | 6/30/2022 |
| | \$110.28 | \$134.15 | \$158.02 | 7/1/2022 | 6/30/2023 |
| David Ramirez | \$103.95 | \$103.95 | \$103.95 | 7/1/2020 | 6/30/2021 |
| QA Inspector | \$107.07 | \$107.07 | \$107.07 | 7/1/2021 | 6/30/2022 |
| | \$110.28 | \$110.28 | \$110.28 | 7/1/2022 | 6/30/2023 |
| Derick Hobbs | \$80.85 | \$98.35 | \$115.85 | 7/1/2020 | 6/30/2021 |
| Assistant Quality Engineer | \$83.28 | \$101.30 | \$119.23 | 7/1/2021 | 6/30/2022 |
| | \$85.77 | \$104.34 | \$122.91 | 7/1/2022 | 6/30/2023 |
| Richard Corona | \$103.95 | \$126.45 | \$148.95 | 7/1/2020 | 6/30/2021 |
| QA Technician | \$107.07 | \$130.24 | \$153.42 | 7/1/2021 | 6/30/2022 |
| | \$110.28 | \$134.15 | \$158.02 | 7/1/2022 | 6/30/2023 |
| NV5 West, Inc. | | | | | |
| Jesse Williams | \$111.08 | \$111.08 | \$111.08 | 4/1/2021 | 12/31/2021 |
| Project Manager | \$114.41 | \$114.41 | \$114.41 | 1/1/2022 | 12/31/2022 |
| | \$117.84 | \$117.84 | \$117.84 | 1/1/2023 | 12/31/2023 |
| Jesse Williams | \$151.50 | \$149.12 | \$146.74 | 4/1/2021 | 12/31/2021 |
| Group 3 Soils/Asphalt | \$151.50 | \$147.46 | \$143.41 | 1/1/2022 | 12/31/2022 |
| | \$151.50 | \$145.74 | \$139.99 | 1/1/2023 | 12/31/2023 |
| Jesse Williams | \$136.69 | \$126.90 | \$117.11 | 4/1/2021 | 12/31/2021 |
| Group 4 ACI | \$136.69 | \$125.23 | \$114.40 | 1/1/2022 | 12/31/2022 |
| | \$136.69 | \$123.52 | \$117.83 | 1/1/2023 | 12/31/2023 |
| Ryan DeVault | \$158.57 | \$190.02 | \$203.96 | 4/1/2021 | 12/31/2021 |
| Group 3 Soils/Asphalt | \$158.57 | \$189.36 | \$202.11 | 1/1/2022 | 12/31/2022 |
| | \$158.57 | \$188.69 | \$200.23 | 1/1/2023 | 12/31/2023 |
| Ryan DeVault | \$143.76 | \$167.79 | \$174.33 | 4/1/2021 | 12/31/2021 |
| Group 4 ACI | \$143.76 | \$167.14 | \$172.48 | 1/1/2022 | 12/31/2022 |
| | \$143.76 | \$166.47 | \$170.60 | 1/1/2023 | 12/31/2023 |

SCHEDULE OF FEES

Veterans Boulevard Interchange Project

| Consultant/Subconsultant | | | | | |
|-------------------------------|----------------------|----------|----------|-------------------------------|------------|
| Name/Job Title/Classification | Hourly Billing Rates | | | Effective date of hourly rate | |
| | Straight | OT(1.5x) | OT(2x) | From | To |
| Ryan DeVault | \$43.43 | \$43.43 | \$43.43 | 4/1/2021 | 12/31/2021 |
| Exempt work | \$44.74 | \$44.74 | \$44.74 | 1/1/2022 | 12/31/2022 |
| | \$46.08 | \$46.08 | \$46.08 | 1/1/2023 | 12/31/2023 |
| Adam Blackwell | \$164.43 | \$192.77 | \$201.11 | 4/1/2021 | 12/31/2021 |
| Group 3 Soils/Asphalt | \$164.43 | \$192.03 | \$199.02 | 1/1/2022 | 12/31/2022 |
| | \$164.43 | \$191.26 | \$196.86 | 1/1/2023 | 12/31/2023 |
| Adam Blackwell | \$149.62 | \$170.55 | \$171.48 | 4/1/2021 | 12/31/2021 |
| Group 4 ACI | \$149.62 | \$169.80 | \$169.39 | 1/1/2022 | 12/31/2022 |
| | \$149.62 | \$169.03 | \$167.23 | 1/1/2023 | 12/31/2023 |
| Clintwood Robancho | \$165.40 | \$188.15 | \$186.41 | 4/1/2021 | 12/31/2021 |
| Group 3 Soils/Asphalt | \$165.40 | \$187.24 | \$183.83 | 1/1/2022 | 12/31/2022 |
| | \$165.40 | \$186.29 | \$181.19 | 1/1/2023 | 12/31/2023 |
| Anabelle Ward | \$180.44 | \$212.50 | \$227.56 | 4/1/2021 | 12/31/2021 |
| Group 3 Soils/Asphalt | \$180.44 | \$211.87 | \$225.79 | 1/1/2022 | 12/31/2022 |
| | \$180.44 | \$211.21 | \$223.94 | 1/1/2023 | 12/31/2023 |
| Stantec Consulting, Inc. | | | | | |
| John Virrey | \$108.21 | \$162.31 | \$216.42 | 1/1/2020 | 12/31/2020 |
| Electrical Lead | \$112.54 | \$168.80 | \$225.07 | 1/1/2021 | 12/31/2021 |
| | \$117.04 | \$175.56 | \$234.08 | 1/1/2022 | 12/31/2022 |
| | \$121.72 | \$182.58 | \$243.44 | 1/1/2023 | 12/31/2023 |
| Augustin Mendiola | \$143.97 | \$215.96 | \$287.95 | 1/1/2020 | 12/31/2020 |
| Electrical Lead | \$149.97 | \$224.60 | \$299.47 | 1/1/2021 | 12/31/2021 |
| | \$155.72 | \$233.58 | \$311.45 | 1/1/2022 | 12/31/2022 |
| | \$161.59 | \$242.93 | \$323.90 | 1/1/2023 | 12/31/2023 |
| Paul Marcillac | \$211.59 | \$317.39 | \$423.18 | 1/1/2020 | 12/31/2020 |
| Landscape Lead | \$220.06 | \$330.08 | \$440.11 | 1/1/2021 | 12/31/2021 |
| | \$228.86 | \$343.29 | \$457.72 | 1/1/2022 | 12/31/2022 |
| | \$238.01 | \$357.02 | \$476.03 | 1/1/2023 | 12/31/2023 |
| Christine Manitta | \$116.18 | \$174.27 | \$232.36 | 1/1/2020 | 12/31/2020 |
| Associate Landscape Lead | \$120.83 | \$181.24 | \$241.66 | 1/1/2021 | 12/31/2021 |
| | \$125.66 | \$188.49 | \$251.33 | 1/1/2022 | 12/31/2022 |
| | \$130.69 | \$196.03 | \$261.38 | 1/1/2023 | 12/31/2023 |
| Maisha Ruth | \$133.42 | \$200.13 | \$226.84 | 1/1/2020 | 12/31/2020 |
| Associate Landscape Lead | \$138.76 | \$208.14 | \$277.52 | 1/1/2021 | 12/31/2021 |
| | \$144.31 | \$216.46 | \$288.62 | 1/1/2022 | 12/31/2022 |
| | \$150.08 | \$225.12 | \$300.16 | 1/1/2023 | 12/31/2023 |
| Sapphos Environmental, Inc. | | | | | |
| Jolene Mason | \$145.14 | \$145.14 | \$145.14 | 7/1/2020 | 6/30/2021 |
| Project Manager | \$149.49 | \$149.49 | \$149.49 | 7/1/2021 | 6/30/2022 |
| | \$153.98 | \$153.98 | \$153.98 | 7/1/2022 | 6/30/2023 |
| Patrick Kong | \$70.27 | \$70.27 | \$70.27 | 7/1/2020 | 6/30/2021 |
| Bio Resources Coordinator | \$72.38 | \$72.38 | \$72.38 | 7/1/2021 | 6/30/2022 |
| | \$74.55 | \$74.55 | \$74.55 | 7/1/2022 | 6/30/2023 |
| Trevor Hazen | \$73.32 | \$73.32 | \$73.32 | 7/1/2020 | 6/30/2021 |
| Bio Resources Coordinator | \$75.52 | \$75.52 | \$75.52 | 7/1/2021 | 6/30/2022 |
| | \$77.79 | \$77.79 | \$77.79 | 7/1/2022 | 6/30/2023 |
| Dan Woodward | \$128.32 | \$128.32 | \$128.32 | 7/1/2020 | 6/30/2021 |
| Senior Archaeo Specialist | \$132.17 | \$132.17 | \$132.17 | 7/1/2021 | 6/30/2022 |
| | \$136.13 | \$136.13 | \$136.13 | 7/1/2022 | 6/30/2023 |

SCHEDULE OF FEES

Veterans Boulevard Interchange Project

| Consultant/Subconsultant | | | | | |
|---------------------------------|----------------------|----------|----------|-------------------------------|-----------|
| Name/Job Title/Classification | Hourly Billing Rates | | | Effective date of hourly rate | |
| | Straight | OT(1.5x) | OT(2x) | From | To |
| Niranjala Kottachi | \$87.29 | \$87.29 | \$87.29 | 7/1/2020 | 6/30/2021 |
| Paleontological Monitor | \$89.91 | \$89.91 | \$89.91 | 7/1/2021 | 6/30/2022 |
| | \$92.61 | \$92.61 | \$92.61 | 7/1/2022 | 6/30/2023 |
| Quad Knopf, Inc. | | | | | |
| Garth Pecchenino | \$273.19 | \$273.19 | \$273.19 | 3/1/2021 | 3/31/2022 |
| Principal in Charge | \$281.38 | \$281.38 | \$281.38 | 4/1/2022 | 3/31/2023 |
| | \$289.82 | \$289.82 | \$289.82 | 4/1/2023 | 7/31/2023 |
| Kristie Achee | \$171.71 | \$171.71 | \$171.71 | 3/1/2021 | 3/31/2022 |
| Senior Project Manager | \$176.86 | \$176.86 | \$176.86 | 4/1/2022 | 3/31/2023 |
| | \$182.17 | \$182.17 | \$182.17 | 4/1/2023 | 7/31/2023 |
| David Pelton | \$149.37 | \$149.37 | \$149.37 | 3/1/2021 | 3/31/2022 |
| Senior Associate Surveyor | \$153.85 | \$153.85 | \$153.85 | 4/1/2022 | 3/31/2023 |
| | \$158.47 | \$158.47 | \$158.47 | 4/1/2023 | 7/31/2023 |
| Antonio Westerlund | \$159.24 | \$159.24 | \$159.24 | 3/1/2021 | 3/31/2022 |
| Senior Surveyor | \$164.02 | \$164.02 | \$164.02 | 4/1/2022 | 3/31/2023 |
| | \$168.94 | \$168.94 | \$168.94 | 4/1/2023 | 7/31/2023 |
| Brandon Walker | \$153.01 | \$153.01 | \$153.01 | 3/1/2021 | 3/31/2022 |
| Senior Surveyor | \$157.60 | \$157.60 | \$157.60 | 4/1/2022 | 3/31/2023 |
| | \$162.33 | \$162.33 | \$162.33 | 4/1/2023 | 7/31/2023 |
| Jocelyn Correa | \$124.89 | \$124.89 | \$124.89 | 3/1/2021 | 3/31/2022 |
| Project Manager | \$128.63 | \$128.63 | \$128.63 | 4/1/2022 | 3/31/2023 |
| | \$132.49 | \$132.49 | \$132.49 | 4/1/2023 | 7/31/2023 |
| TBD | \$141.25 | \$141.25 | \$141.25 | 3/1/2021 | 3/31/2022 |
| Senior Associate Surveyor | \$145.49 | \$145.49 | \$145.49 | 4/1/2022 | 3/31/2023 |
| | \$149.86 | \$149.86 | \$149.86 | 4/1/2023 | 7/31/2023 |
| TBD | \$113.65 | \$131.15 | \$131.15 | 3/1/2021 | 3/31/2022 |
| Associate Surveyor | \$117.06 | \$135.09 | \$135.09 | 4/1/2022 | 3/31/2023 |
| | \$120.57 | \$139.14 | \$139.14 | 4/1/2023 | 7/31/2023 |
| TBD | \$81.18 | \$93.68 | \$93.68 | 3/1/2021 | 3/31/2022 |
| Assistant Surveyor | \$83.62 | \$96.50 | \$96.50 | 4/1/2022 | 3/31/2023 |
| | \$86.12 | \$99.38 | \$99.38 | 4/1/2023 | 7/31/2023 |
| TBD | \$123.39 | \$142.39 | \$142.39 | 3/1/2021 | 3/31/2022 |
| Senior CADD Technician | \$127.10 | \$146.67 | \$146.67 | 4/1/2022 | 3/31/2023 |
| | \$130.91 | \$151.07 | \$151.07 | 4/1/2023 | 7/31/2023 |
| TBD | \$97.42 | \$112.42 | \$112.42 | 3/1/2021 | 3/31/2022 |
| Sr. Associate CADD Tech. | \$100.34 | \$115.79 | \$115.79 | 4/1/2022 | 3/31/2023 |
| | \$100.35 | \$119.26 | \$119.26 | 4/1/2023 | 7/31/2023 |
| TBD | \$90.92 | \$104.92 | \$104.92 | 3/1/2021 | 3/31/2022 |
| Associate CADD Tech. | \$93.65 | \$108.07 | \$108.07 | 4/1/2022 | 3/31/2023 |
| | \$96.46 | \$111.31 | \$111.31 | 4/1/2023 | 7/31/2023 |
| TBD | \$151.58 | \$175.09 | \$198.61 | 3/1/2021 | 3/31/2022 |
| Survey Party Chief | \$157.40 | \$180.91 | \$204.43 | 4/1/2022 | 3/31/2023 |
| | \$160.02 | \$183.54 | \$207.05 | 4/1/2023 | 7/31/2023 |
| TBD | \$118.23 | \$138.76 | \$159.25 | 3/1/2021 | 3/31/2022 |
| Survey Chainman | \$122.12 | \$142.65 | \$163.18 | 4/1/2022 | 3/31/2023 |
| | \$124.85 | \$145.38 | \$165.91 | 4/1/2023 | 7/31/2023 |
| Achievement Engineering Corp. | | | | | |
| Arash Firouzjaei | \$296.74 | \$445.11 | \$593.49 | 7/1/2020 | 6/30/2021 |
| President & Principal-In-Charge | \$305.64 | \$458.47 | \$611.29 | 7/1/2021 | 6/30/2022 |
| | \$314.81 | \$472.22 | \$629.63 | 7/1/2022 | 6/30/2023 |

SCHEDULE OF FEES

Veterans Boulevard Interchange Project

| Consultant/Subconsultant | | | | | |
|---|----------------------|----------|----------|-------------------------------|-----------|
| Name/Job Title/Classification | Hourly Billing Rates | | | Effective date of hourly rate | |
| | Straight | OT(1.5x) | OT(2x) | From | To |
| Sina Hooshdar Project Engineer | \$191.73 | \$287.60 | \$383.46 | 7/1/2020 | 6/30/2021 |
| | \$197.48 | \$296.22 | \$394.96 | 7/1/2021 | 6/30/2022 |
| | \$203.41 | \$305.11 | \$406.81 | 7/1/2022 | 6/30/2023 |
| Zachary Johnston Project Coordinator | \$159.78 | \$239.67 | \$319.57 | 7/1/2020 | 6/30/2021 |
| | \$164.58 | \$246.86 | \$329.15 | 7/1/2021 | 6/30/2022 |
| | \$169.51 | \$254.27 | \$339.03 | 7/1/2022 | 6/30/2023 |
| Ali Tahmasbi Gilani Field & Laboratory Manager Senior Inspector | \$120.24 | \$180.35 | \$240.47 | 7/1/2020 | 6/30/2021 |
| | \$123.84 | \$185.76 | \$247.69 | 7/1/2021 | 6/30/2022 |
| | \$127.56 | \$191.34 | \$255.12 | 7/1/2022 | 6/30/2023 |
| Amir Zand Geotechnical Engineer | \$296.74 | \$445.11 | \$593.49 | 7/1/2020 | 6/30/2021 |
| | \$305.64 | \$458.47 | \$611.29 | 7/1/2021 | 6/30/2022 |
| | \$314.81 | \$472.22 | \$629.63 | 7/1/2022 | 6/30/2023 |
| Givarkise Ishoo Laboratory Supervisor | \$114.14 | \$171.21 | \$228.27 | 7/1/2020 | 6/30/2021 |
| | \$117.56 | \$176.34 | \$235.12 | 7/1/2021 | 6/30/2022 |
| | \$121.09 | \$181.63 | \$242.18 | 7/1/2022 | 6/30/2023 |
| Amin Rasoulia Senior Inspector | \$120.24 | \$180.35 | \$240.47 | 7/1/2020 | 6/30/2021 |
| | \$123.84 | \$185.76 | \$247.69 | 7/1/2021 | 6/30/2022 |
| | \$127.56 | \$191.34 | \$255.12 | 7/1/2022 | 6/30/2023 |
| Arash Amirkhansarie Senior Inspector | \$120.24 | \$180.35 | \$240.47 | 7/1/2020 | 6/30/2021 |
| | \$123.84 | \$185.76 | \$247.69 | 7/1/2021 | 6/30/2022 |
| | \$127.56 | \$191.34 | \$255.12 | 7/1/2022 | 6/30/2023 |
| Brian Holck Senior Inspector | \$120.24 | \$180.35 | \$240.47 | 7/1/2020 | 6/30/2021 |
| | \$123.84 | \$185.76 | \$247.69 | 7/1/2021 | 6/30/2022 |
| | \$127.56 | \$191.34 | \$255.12 | 7/1/2022 | 6/30/2023 |
| Chris England Senior Inspector, NDT II | \$120.24 | \$180.35 | \$240.47 | 7/1/2020 | 6/30/2021 |
| | \$123.84 | \$185.76 | \$247.69 | 7/1/2021 | 6/30/2022 |
| | \$127.56 | \$191.34 | \$255.12 | 7/1/2022 | 6/30/2023 |
| Emad Aryamanesh Senior Inspector | \$120.24 | \$180.35 | \$240.47 | 7/1/2020 | 6/30/2021 |
| | \$123.84 | \$185.76 | \$247.69 | 7/1/2021 | 6/30/2022 |
| | \$127.56 | \$191.34 | \$255.12 | 7/1/2022 | 6/30/2023 |
| Johnny Thompson Senior Inspector, NDT III | \$120.24 | \$180.35 | \$240.47 | 7/1/2020 | 6/30/2021 |
| | \$123.84 | \$185.76 | \$247.69 | 7/1/2021 | 6/30/2022 |
| | \$127.56 | \$191.34 | \$255.12 | 7/1/2022 | 6/30/2023 |
| Ali Kabiri Special Inspector | \$98.96 | \$148.44 | \$197.92 | 7/1/2020 | 6/30/2021 |
| | \$101.93 | \$152.89 | \$203.86 | 7/1/2021 | 6/30/2022 |
| | \$104.99 | \$157.48 | \$209.97 | 7/1/2022 | 6/30/2023 |
| Hooman Tavana Special Inspector+B209 | \$98.96 | \$148.44 | \$197.92 | 7/1/2020 | 6/30/2021 |
| | \$101.93 | \$152.89 | \$203.86 | 7/1/2021 | 6/30/2022 |
| | \$104.99 | \$157.48 | \$209.97 | 7/1/2022 | 6/30/2023 |

EXHIBIT B

INSURANCE REQUIREMENTS

**Consultant Service Agreement between City of Fresno (City")
and NV5, Inc. (Consultant)
Veterans Boulevard Interchange Project**

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."
2. The most current version of ISO *Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto). If personal automobile coverage is used, the CITY and Fresno County Transportation Authority, their officers, officials, employees, agents and volunteers are to be listed as additional insureds.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Professional Liability (Errors and Omissions) insurance appropriate to Consultant's profession.

MINIMUM LIMITS OF INSURANCE

CONSULTANT, or any party the CONSULTANT subcontracts with, shall maintain limits of liability of not less than those set forth below. However, insurance limits available to CITY, CALTRANS, their officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. COMMERCIAL GENERAL LIABILITY:

- (i) \$1,000,000 per occurrence for bodily injury and property damage;
- (ii) \$1,000,000 per occurrence for personal and advertising injury;
- (iii) \$2,000,000 aggregate for products and completed operations; and,

- (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.
- 2. **COMMERCIAL AUTOMOBILE LIABILITY:**
\$1,000,000 per accident for bodily injury and property damage.
- 3. **WORKERS' COMPENSATION INSURANCE** as required by the State of California with statutory limits.
- 4. **EMPLOYER'S LIABILITY:**
 - (i) \$1,000,000 each accident for bodily injury;
 - (ii) \$1,000,000 disease each employee; and,
 - (iii) \$1,000,000 disease policy limit.
- 5. **PROFESSIONAL LIABILITY** (Errors and Omissions):
 - (i) \$2,000,000 per claim/occurrence; and,
 - (ii) \$4,000,000 policy aggregate.

UMBRELLA OR EXCESS INSURANCE

In the event CONSULTANT purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY, CALTRANS, and their officers, officials, employees, agents and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

CONSULTANT shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and CONSULTANT shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to on the Certificate of Insurance, and approved by, the CITY'S Risk Manager or his/her designee. At the option of the CITY'S Risk Manager or his/her designee, either:

- (i) The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to CITY, CALTRANS, and their officers, officials, employees, agents and volunteers; or
- (ii) CONSULTANT shall provide a financial guarantee, satisfactory to CITY'S Risk Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

- 1. CITY, CALTRANS, and their officers, officials, employees, agents and volunteers are to be covered as additional insureds. CONSULTANT shall

establish additional insured status for the City and CALTRANS for all ongoing and completed operations by use of ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript insurance company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.

2. The coverage shall contain no special limitations on the scope of protection afforded to CITY, CALTRANS, and their officers, officials, employees, agents and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.
3. For any claims relating to this Agreement, CONSULTANT'S insurance coverage shall be primary insurance with respect to the CITY, CALTRANS, and their officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the CITY, CALTRANS, and their officers, officials, employees, agents and volunteers shall be excess of CONSULTANT'S insurance and shall not contribute with it. CONSULTANT shall establish primary and non-contributory status by using ISO Form CG 20 01 04 13 or by an executed manuscript insurance company endorsement that provides primary and non-contributory status as broad as that contained in ISO Form CG 20 01 04 13.

The *Workers' Compensation insurance policy* is to contain, or be endorsed to contain, the following provision: CONSULTANT and its insurer shall waive any right of subrogation against CITY, CALTRANS, and their officers, officials, employees, agents and volunteers.

If the *Professional Liability (Errors and Omissions) insurance policy* is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by CONSULTANT.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement work or termination of the Agreement, whichever occurs first, or, in the alternative, the policy shall be endorsed to provide not less than a five (5) year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by CONSULTANT, CONSULTANT must purchase "extended reporting" coverage for a minimum of five (5) years completion of the Agreement work or termination of the Agreement, whichever occurs first.
4. A copy of the claims reporting requirements must be submitted to CITY for review.

5. These requirements shall survive expiration or termination of the Agreement.

All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice by certified mail, return receipt requested, has been given to CITY. CONSULTANT is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, CONSULTANT shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, CONSULTANT shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

The fact that insurance is obtained by CONSULTANT shall not be deemed to release or diminish the liability of CONSULTANT, including, without limitation, liability under the indemnity provisions of this Agreement. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of CONSULTANT, its principals, officers, agents, employees, persons under the supervision of CONSULTANT, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

VERIFICATION OF COVERAGE

CONSULTANT shall furnish CITY with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of CITY, CONSULTANT shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

SUBCONTRACTORS - If CONSULTANT subcontracts any or all of the services to be performed under this Agreement, CONSULTANT shall require, at the discretion of the CITY Risk Manager or designee, subcontractor(s) to enter into a separate side agreement with the City to provide required indemnification and insurance protection. Any required side agreement(s) and associated insurance documents for the subcontractor must be reviewed and preapproved by CITY Risk Manager or designee. If no side agreement is required, CONSULTANT shall require and verify that subcontractors maintain insurance meeting all the requirements stated herein and CONSULTANT shall ensure that CITY, CALTRANS, and their officers, officials, employees, agents and volunteers. The subcontractors' certificates and endorsements

shall be on file with CONSULTANT, and CITY, prior to commencement of any work by the subcontractor.

EXHIBIT C**DISCLOSURE OF CONFLICT OF INTEREST**Veterans Boulevard Interchange Project

| | | YES* | NO |
|---|---|--------------------------|--------------------------|
| 1 | Are you currently in litigation with the City of Fresno or any of its agents? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2 | Do you represent any firm, organization, or person who is in litigation with the City of Fresno? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3 | Do you currently represent or perform work for any clients who do business with the City of Fresno? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4 | Are you or any of your principals, managers, or professionals, owners or investors in a business, which does business with the City of Fresno, or in a business which is in litigation with the City of Fresno? | <input type="checkbox"/> | <input type="checkbox"/> |
| 5 | Are you or any of your principals, managers, or professionals, related by blood or marriage to any City of Fresno employee who has any significant role in the subject matter of this service? | <input type="checkbox"/> | <input type="checkbox"/> |
| 6 | Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project? | <input type="checkbox"/> | <input type="checkbox"/> |
| * If the answer to any question is yes, please explain in full below. | | | |

Explanation: _____

☐ Additional page(s) attached._____
Signature_____
Date_____
(Name)_____
(Company)_____
(Address)_____
(City State Zip)

EXHIBIT D
FEDERAL AND STATE ASSURANCES
Consultant Service Agreement between City of Fresno (City)
and NV5, Inc. (Consultant)
Veterans Boulevard Interchange Project

1. The Consultant shall comply with and require its Subcontractors to comply with the following:
 - a. 23 USC §112 regarding Highways and the letting of contracts to Architects and Engineers;
 - b. The provisions of the Fair Employment and Housing Act (Government Code Section 1290-0 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12900(a-f), set forth in Chapter of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Give a written notice of their obligations under this clause to any labor organizations with which they have a collective bargaining or any other agreements as appropriate. **INCLUDE THIS ENTIRE CLAUSE IN ANY AND ALL SUBCONTRACTS.**
 - c. **Appendix A** attached hereto and incorporated herein.
2. Cost Principles
 - a. The Consultant agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1 Part 31.000 et seq., shall be used to determine the allowability of cost for individual items.
 - b. The Consultant also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
 - c. Any costs for which payment has been made to the Consultant that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by the Consultant to the City.
3. Subcontracting
 - a. the Consultant shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this Agreement shall be subcontracted without written authorization by the City's Contract Manager, except that, which is expressly identified in the approved Cost Proposal.
 - b. Any subcontract in excess of \$25,000 shall contain ALL the provisions stipulated in this Agreement to be applicable to subcontractors.

- c. Any substitution of subconsultants/subcontractors must be approved in writing by the City's Contract Manager.
- 4. Equipment Purchase
 - a. Prior authorization in writing, by the City's Contract Manager shall be required before the Consultant enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or the Consultant services. The Consultant shall provide a written request which includes an evaluation of the necessity or desirability of incurring such costs, three competitive quotations obtained in the manner prescribed in the City's Municipal Code Section 4-101(d) or 4-102 as applicable or a sole source justification as provided in the City's Administrative Order No. 3-3.
 - b. Any equipment purchased as a result of this Agreement is subject to the following: the 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 \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the City shall receive a proper refund or credit at the conclusion of the Agreement, or if the Agreement is terminated, the Consultant may either keep the equipment and credit the City 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 the City procedures; and credit the City in an amount equal to the sales price. If the Consultant elects to keep the equipment, fair market value shall be determined at the Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to the City and the Consultant, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the City. 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.
 - c. The above provisions shall be included in all subcontracts in excess of \$25,000.

5. PROHIBITION OF EXPENDING CITY STATE OR FEDERAL FUNDS FOR LOBBYING

This section only applies to contracts where federal funding will exceed \$100,000.

A. The Consultant certifies to the best of his or her knowledge and belief that:

1. No state, federal or City 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 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 of any state or federal contract; the

making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; the 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 Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$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 subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

6. NON-DISCRIMINATION CLAUSE

During the performance of this Agreement, the Consultant and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. The Consultant and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Consultant and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Consultant and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

The Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

APPENDIX A TO EXHIBIT D
Consultant Service Agreement between City of Fresno (City)
and NV5, Inc. (Consultant)
Veterans Boulevard Interchange Project

(1) The Consultant shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this Agreement.

(2) The Consultant, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the Agreement covers a program set forth in Appendix B of the REGULATIONS.

(3) In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by the Consultant of the Consultant's obligations under this Agreement and the REGULATIONS relative to nondiscrimination on the grounds of race, color, or national origin.

(4) The Consultant shall provide all information and reports required by the REGULATIONS, or directives issued pursuant thereto, and shall permit access to the Consultant's books, records, accounts, other sources of information, and its facilities as may be determined by STATE or Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the State of California (STATE) or the FHWA as appropriate, and shall set forth what efforts the Consultant has made to obtain the information.

(5) In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Agreement, STATE shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the City under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) The Consultant shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The Consultant shall take such action with respect to any sub-agreement or procurement as STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event the Consultant becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, the Consultant may request STATE enter into such litigation to protect the interests of STATE, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

(7) The Consultant shall execute the following CERTIFICATION OF CONSULTANT, COMMISSIONS & FEES

I HEREBY CERTIFY that I am _____, and duly authorized representative of the firm of _____ whose address is _____, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this Agreement; nor

(b) agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement; nor

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this Agreement.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this Agreement involving participation of Federal-aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

(Date)

DPW-S FHWA Eng. CSA, Short Form T&M – Contingency (09-24-2020)

(Signature)

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

- a. withholding payments to the contractor under the contract until the contractor complies; and/or
- b. cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq).