



CITY OF COALINGA

The Sunny Side of the Valley

**MASTER SERVICES CONTRACT FOR
CONSULTANT NAME
ON-CALL DESIGN ENGINEERING AND CONSTRUCTION
MANAGEMENT SERVICES**

MASTER SERVICES CONTRACT

THIS CONTRACT "Contract") is made on _____, 20__, by and between the City of Coalinga, a municipal corporation (the "City") and Consultant Name (the "Consultant"), collectively referred to as the "Parties."

WITNESSETH

WHEREAS, the Consultant has presented a proposal to provide services, which services are identified in the Scope of Work attached hereto and incorporated herein by this reference as **Exhibit A**, and by reason of its qualifications, experience, and facilities, is duly authorized to perform the type of services contemplated herein; and,

WHEREAS, the City desires to hire Consultant to perform the Scope of Work pursuant to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, City and Consultant agree to as follows:

1. SCOPE OF SERVICES

- A. Consultant shall do all work described herein, and as further set forth in individual task orders issued by the City to Consultant. The terms and conditions of this Contract shall control all Task Orders ("Task Orders").
- B. The Consultant agrees it has satisfied itself by its own, investigation and research, regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

2. TERM OF CONTRACT

This Contract shall be effective as of the date executed by the Parties and approved as to form by the City Attorney and shall terminate on _____, unless earlier terminated pursuant to Section 11 of this Contract. Notwithstanding any other provision of this Contract, the City Manager shall be authorized to extend the termination date of this Contract (including, as necessary, modification of the Scope of Work and/or Schedule of Performance as to time of performance) by a writing signed by the City Manager and the Consultant prior to the initial termination or any extended termination date.

3. SCHEDULE OF PERFORMANCE

Performance shall be in accordance with the terms of this Contract and each individual Task Order as issued.

4. COMPENSATION

- A. The total amount paid to Consultant under this Contract shall not exceed one million five hundred thousand dollars (\$1,500,000.00). Consultant will be reimbursed for hours worked at the hourly billing rates specified in Exhibit "C" attached hereto and incorporated herein by this reference. The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. Said amount shall be paid upon submittal of a monthly invoice showing completion of the tasks that month, including the services rendered, the costs incurred for materials, the person(s) rendering performed services, the amount of time spent by such person(s) and the applicable hourly rate. These rates are only adjustable in accordance with Exhibit "C".

- B. In addition, Consultant will be reimbursed for incurred (actual) direct costs other than salary costs that are identified in the executed Task Order. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the Task Order.
- C. Specific projects will be assigned to Consultant through issuance of Task Orders.
- D. After a project to be performed under this Contract is identified by the City, the City will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, and project schedule. The draft Task Order will be delivered to Consultant for review. Consultant shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both the City and Consultant.
- E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, as set forth in the Contract, at the discretion of the City's Assistant City Manager, or his/her authorized representative.
- F. When milestone cost estimates are included in the Task Order, Consultant shall obtain prior written approval for a revised milestone cost estimate from the Assistant City Manager or his/her authorized representative before exceeding such estimate.
- G. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- H. Consultant shall not commence performance of work or services until notification to proceed has been issued by the City's Assistant City Manager or his/her authorized representative. No payment will be made prior to approval or for any work performed prior to approval of this Contract.
- I. A Task Order is of no force or effect until executed by an authorized representative of City. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by City.
- J. Consultant will not be allowed to add a markup on all sub-consultant and vendor invoices.
- K. Consultant will be reimbursed, as promptly as fiscal procedures will permit upon receipt by City's Assistant City Manager or his/her authorized representative of itemized invoices. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than 45 calendar days after the performance of work for which Consultant is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the Task Order and shall reference this Contract number, project title and Task Order number. Credits due City that include any equipment purchased under the provisions of Section 15 (Property of City) of this Contract, must be reimbursed by Consultant prior to the expiration or termination of this Contract. Invoices shall be mailed to City's Assistant City Manager or his/her authorized representative at the following address:

City of Coalinga
Attn: Public Works Department
155 W Duian Street
Coalinga, California 93210

- L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order shall be written which extends beyond the expiration date of this Contract.

- M. The total amount payable by City for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by Task Order amendment.
- N. If the Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment shall be made until the deliverable has been satisfactorily completed.
- O. Task Orders may not be used to amend this Agreement and may not exceed the Scope of Work under this Agreement.
- P. The total amount payable by City for all Task Orders resulting from this Contract shall not exceed one million five hundred thousand dollars (\$1,500,000.00). It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this Contract through Task Orders.
- Q. All subcontracts in excess of \$25,000 shall contain the above provisions.

5. NOTICES

- A. Consultant shall transmit invoices and any notices required by this Contract, to City as follows:

City of Coalinga
Attn: Public Works Department
155 W Durian
Coalinga, California 93210

- B. City shall transmit payments on invoiced amounts and any notices required by this Contract to Consultant as follows:

6. PROFESSIONAL SERVICES

Consultant agrees that services shall be performed and completed in compliance with the professional standards observed by a competent practitioner of the profession in which Consultant and its subcontractors or agents are engaged. Consultant shall not, either during or after the term of this Contract, make public any reports or articles, or disclose to any third party any information, confidential or otherwise, relative to the work of City or the operations or procedures of City without the prior written consent of City.

Consultant further agrees that it shall not, during the term of this Contract, take any action that would affect its impartiality or professionalism due to the City, whether perceived or actual.

7. FEDERAL/STATE REQUIREMENTS

- A. Cost Principles and Administrative Requirements.
 - 1. The Consultant agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
 - 2. The Consultant also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
 - 3. Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 48 CFR, Part 31 or 2 CFR Part 200 are subject to repayment by Consultant to City.

4. When a Consultant or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

B. Conflict of Interest

1. Consultant shall disclose any financial, business, or other relationship with the City that may have an impact upon the outcome of this Contract, or any ensuing City construction project. Consultant shall provide City with a list of current clients who may have a financial interest in the outcome of this Contract, and any ensuing City construction project, which will follow.
2. Consultant hereby certifies that Consultant does not now have, nor shall it acquire, any financial or business interest that would conflict with the performance of services under this Contract.
3. Any subcontract in excess of \$25,000 entered into by Consultant as a result of this Contract, shall include all of the requirements of this section.
4. Consultant hereby certifies that neither Consultant, nor any firm affiliated with Consultant providing services on this Contract prepared the Plans, Specifications, and Estimate for any potential construction project included within this Contract. An affiliated firm is one, which is subject to the control of the same persons through joint- ownership, or otherwise.
5. Consultant further certifies that neither Consultant, nor any firm affiliated with Consultant, will bid on any construction subcontracts included within the construction contract to be managed by this Contract. Additionally, Consultant certifies that no person working under this Contract is also employed by the construction contractor for any potential project included within this Contract.
6. Except for subconsultants whose services are limited to materials testing, no subconsultant who is providing service on this Contract shall have provided services on the design of any potential project included within this Contract.

C. Rebates, Kickbacks or Other Unlawful Consideration

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

D. Prohibition Against Expending Local Agency, State, or Federal Funds for Lobbying

1. Consultant certifies to the best of Consultant's knowledge and belief that:
 - a. No state, federal or local agency appropriated funds have been paid, or will be paid by- or-on behalf of 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.
 - b. 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; Consultant shall complete and submit Exhibit F-2, "Disclosure of Lobbying Activities," in accordance with its instructions.

2. 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 Contract 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.
3. Consultant agrees by signing this document that Consultant 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.

E. Disadvantaged Business Enterprise

The City has established a DBE goal for this contract of 16%.

1. Disadvantaged Business Enterprise (DBE) Participation.
 - a. This Contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who obtain DBE participation on this Contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
 - b. Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (LAPM Exhibit 10-O1), or in the Consultant Contract DBE Commitment (LAPM Exhibit 10-O2). If a DBE subconsultant is unable to perform, Consultant must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
 - c. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of Contracts financed in whole or in part with federal funds. Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted contracts. Failure of Consultant to carry out these requirements is a material breach of this Contract which may result in the termination of this Contract or such other remedy as City deems appropriate.
 - d. Any subcontract entered into as a result of this Contract, regardless of amount, shall contain all of the provisions of Section 7.E Disadvantaged Business Enterprise (DBE) Participation.
2. Performance of DBE Consultant and other DBE Subconsultants and Suppliers.
 - a. A DBE performs a commercially useful function when it is responsible for execution of the work of the Contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Contract is commensurate with the work it is actually performing; and other relevant factors.
 - b. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, agreement, or project through which funds are passed

in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

- c. If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.
 - d. A DBE firm may be terminated only with prior written approval from the City's Assistant City Manager or his/her authorized representative and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting the City's Assistant City Manager or his/her authorized representative consent for the termination, Consultant must meet the procedural requirements specified in 49 CFR 26.53(f).
- 3. Prompt Payment of Funds Withheld to Subcontractors.
 - a. No retainage will be held by City from progress payments due Consultant, except as described in paragraph 4, Compensation. Any retainage held by Consultant from progress payments due its subconsultants shall be promptly paid in full to its subconsultants within 21 days after such subconsultant's work is satisfactorily completed. Federal law (49 CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject Consultant or its subconsultant to the penalties, sanctions and other remedies specified in section 7108.5 of the California Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to Consultant or its subconsultant in the event of a dispute involving late payment or nonpayment by Consultant, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE subconsultants.
 - b. Any subcontract entered into by Consultant as a result of this Contract, regardless of amount, shall contain all of the provisions of this section.
- 4. DBE Records.
 - a. Consultant shall maintain records of materials purchased and/or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE subcontractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
 - b. Upon completion of this Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subcontractors," CEM-2402F (LAPM Exhibit 17-F), certified correct by Consultant or its authorized representative, and shall be furnished to the City's Assistant City Manager or his/her authorized representative with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in 25% of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to Consultant when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subcontractors" is submitted to the City's Assistant City Manager or his/her authorized representative.

5. DBE Certification and Decertification Status

If Consultant, or a DBE subcontractor of Consultant, is decertified during the life of this

Contract, Consultant shall notify the City's Assistant City Manager or his/her authorized representative in writing with the date of decertification. If Consultant or a subcontractor of Consultant becomes a certified DBE during the life of the Contract, Consultant shall notify the City's Assistant City Manager or his/her authorized representative in writing with the date of certification. Any changes should be reported to the City's Assistant City Manager or his/her authorized representative within 30 days.

F. Discrimination

1. Consultant's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Consultant has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
2. During the performance of this Contract, Consultant and its subconsultants 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. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
3. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by LOCAL AGENCY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
4. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
5. The Consultant, with regard to the work performed by it during the Agreement, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

G. Prevailing Wages

1. Consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws applicable to the work. In the event that the federal wage rates differ from the state prevailing wage, the higher of the two must be paid, if applicable to the project.
2. Any subcontract entered into as a result of this Contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of section G.

3. When prevailing wages apply to the services described in the Scope of Work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

H. Debarment and Suspension Certification

1. Consultant's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the City.
2. Exceptions will not necessarily result in denial of recommendation for award, but shall be considered in determining Consultant responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
3. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

I. Audit Review Procedures

1. Any dispute concerning a question of fact arising under an interim or post audit of this Contract that is not disposed of by agreement, shall be reviewed by the City's Finance Director or his/her authorized representative.
2. Not later than 30 days after issuance of the final audit report, Consultant may request a review by the City's Finance Director of unresolved audit issues. The request for review will be submitted in writing.
3. Neither the pendency of a dispute nor its consideration by the City will excuse Consultant from full and timely performance, in accordance with the terms of this Contract.
4. Consultant and subconsultant contracts, including fee proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the Contract, fee proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Consultant's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The Contract, fee proposal, and ICR shall be adjusted by Consultant and approved by the City's Assistant City Manager or his/her authorized representative to conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into the Contract by this reference if directed by the City's Assistant City Manager or his/her authorized representative at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of Contract terms and cause for termination of the Contract and disallowance of prior reimbursed costs.

J. Equipment Purchase

1. Prior authorization in writing, by the City's Assistant City Manager or his/her authorized representative shall be required before Consultant enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or Consultant services. Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.
2. For purchase of any item, service or consulting work not covered in the Task Order and exceeding \$5,000 prior authorization by the City's Assistant City Manager or his/her authorized representative; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
3. Any equipment purchased as a result of this Contract is subject to the following: "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 Contract, or if the Contract is terminated, 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 City procedures; and credit the City in an amount equal to the sales price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by the City and 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.
4. All subcontracts in excess \$25,000 shall contain the above provisions.

K. Forms

Consultant shall complete, execute, and submit to The City's Assistant City Manager or his/her authorized representative the following forms as required for execution and or performance under this Contract:

1. Forms/Documentation Required for Execution of Contract
 - a. Consultant Certification of Contract Costs and Financial Management System (LAPM Exhibit 10-K)
 - b. Cost Proposal (LAPM Exhibit 10-H2)
 - c. Disclosure of Lobbying Activities (LAPM Exhibit 10-Q)
 - d. Consultant Proposal DBE Commitment (LAPM Exhibit 10-O1)
 - e. Consultant Contract DBE Commitment (LAPM Exhibit 10-O2)
 - f. DBE Information - Good Faith Efforts (LAPM Exhibit 15-H) (if necessary)
2. Forms that May Be Requested by the City's Assistant City Manager or his/her authorized representative
 - a. Final Report – Utilization of DBEs (LAPM Exhibit 17-F)
 - b. DBE Certification Status Change (LAPM Exhibit 17-O)
 - c. Indirect cost rate calculations and documentation
 - d. Copies of prior and current CPA indirect cost rate (ICR) audit reports and rate schedules, if any

*** OTHER FORMS MAY BE REQUIRED BY STATE AND FEDERAL LAW OR FUNDING REQUIREMENTS AND CONSULTANT SHALL BE REQUIRED TO FILL OUT AND SIGN THOSE FORMS IN A TIMELY MANNER AS REQUESTED.**

****LAPM = Local Assistance Procedures Manual**

8. INDEPENDENT CONTRACTOR

- A. It is understood and agreed that Consultant (including Consultant's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto.
- B. Consultant's assigned personnel shall not be entitled to any benefits payable to employees of City.
- C. City is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of the Contract, and is not required to issue W-2 Forms for income and employment tax purposes for any of Consultant's assigned personnel.
- D. Consultant, in the performance of its obligation hereunder, is only subject to the control or direction of City as to the designation of tasks to be performed and the results to be accomplished.
- E. Any third party person(s) employed by Consultant shall be entirely and exclusively under the direction, supervision, and control of Consultant.
- F. Consultant hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract.

9. AUTHORITY OF CONSULTANT

Consultant shall possess no authority with respect to any City decision and no right to act on behalf of City in any capacity whatsoever as agent, or to bind City to any obligations whatsoever.

10. CONFLICT OF INTEREST

Consultant certifies that it has disclosed to City any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Contract. Consultant agrees to advise City of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Contract. Consultant further agrees to complete any statements of economic interest if required by either City ordinance or State law.

11. AMENDMENTS, CHANGES, OR MODIFICATIONS

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the Parties hereto and shall be signed by the persons authorized to bind the Parties. Amendments, changes or modifications in the terms of Task Orders may be made at any time by mutual written agreement at the discretion of the City's Assistant City Manager, or his/her authorized representative.

12. TERMINATION

- A. This Contract may be terminated by City, provided that City gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, City shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and in accordance with Section 15, Property of City.
- B. The City may temporarily suspend this Contract, at no additional cost to City, provided that Consultant is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If City gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Contract. A temporary suspension may be issued concurrent with the notice of termination provided for in subsection A of this section.
- C. Notwithstanding any provisions of this Contract, Consultant shall not be relieved of liability to City for damages sustained by virtue of any breach of this Contract by Consultant, and City may

withhold any payments due to Consultant until such time as the exact amount of damages, if any, due from Consultant is determined.

- D. In the event of termination, Consultant shall be compensated as provided for in this Contract, except as provided in Section 12C.

13. FUNDING

Consultant agrees and understands that renewal of this Contract in subsequent years is contingent upon action by the City Council, consistent with the appropriation limits of Article XIII B of the California Constitution, and that the City Council may determine not to fund this Contract in subsequent years.

14. NOTICE TO PROCEED

Prior to commencing work under this Contract, Consultant shall receive a written "Notice to Proceed" from City. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay Consultant for any services prior to issuance of the Notice to Proceed.

15. EXTENSIONS OF TIME

Consultant may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by City, in writing, and at City's sole discretion. Such extensions, if authorized, shall be incorporated in written amendments to this Contract or the attached Scope of Work in the manner provided in Section 11.

15. PROPERTY OF CITY

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

16. COMPLIANCE WITH LAW

Consultant shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract. As applicable, it shall be City's responsibility to obtain all rights-of-way and easements to enable Consultant to perform its services hereunder; Consultant shall assist City in providing the same.

17. REPRESENTATIONS

- A. Consultant agrees and represents that it is qualified to properly provide the services set forth herein, in a manner that is consistent with the generally accepted standards of Consultant's profession.
- B. Consultant agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law.
- C. Consultant shall designate a project manager who at all times shall represent the Consultant before the City on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of City, is no longer employed by Consultant, or is replaced with the written approval of City, which approval shall not be unreasonably withheld.
- D. Consultant shall provide corrective services without charge to City for services which fail to meet the above professional and legal standards and which are reported to Consultant in writing within sixty (60) calendar days of discovery. Should Consultant fail or refuse to perform promptly its obligations, the City may render or undertake performance thereof and Consultant shall be liable for any expenses thereby incurred.

18. APPROVAL OF STAFF MEMBERS

- A. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Contract. Consultant shall notify City of any changes in Consultant's staff assigned to perform the services required under this Contract and shall obtain the approval from the City's Assistant City Manager or his/her authorized representative of a list of all proposed staff members who are assigned to perform services under this Contract prior to any such performance. The list shall include staff member names, corresponding classification or job title, hourly billing rate, location, and qualifications.
- B. Consultant shall at all times provide staff that maintains professional demeanor and attire in both public and private settings. Personnel who do not deliver satisfactory professional or customer service shall be removed by the Consultant immediately at the request of the City's Assistant City Manager, or his/her authorized representative, and immediately replaced, if necessary, with other qualified personnel in accordance with Section 18A.

19. ASSIGNMENT AND SUBCONTRACTING

- A. Except as expressly authorized herein, Consultant's obligations under this Contract are not assignable or transferable, and Consultant shall not subcontract any work, without the prior written approval of the City. However, claims for money due or which become due to Consultant from City under this Contract may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to City.
- B. Consultant shall be as fully responsible to City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by Consultant.

20. MATERIALS CONFIDENTIAL

All of the materials prepared or assembled by Consultant pursuant to performance of this Contract are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of City, unless by court order. If City or Consultant or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, City has the right to reimbursement and indemnity from Consultant for any damages caused by Consultant

releasing the information, including, but not limited to, City's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

21. LIABILITY OF CONSULTANT - NEGLIGENCE

Consultant shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

22. INDEMNITY AND LITIGATION COSTS

To the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless City, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss, or other loss or damage arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this Contract on the part of Consultant, except such loss or damage which was caused by the sole negligence, or willful misconduct of the City, as determined by a Court of competent jurisdiction. Unless and until such judicial determination is made, or as otherwise agreed by the parties, Contractor shall remain obligated to defend, indemnify, and hold harmless the City, its officers, officials, employees, volunteers, and agents pursuant to this Agreement. The provisions of this section shall survive termination or suspension of this Contract.

In any contract that Consultant enters into with any subcontractor in any capacity related to any and all duties under this Contract, there must be an indemnification provision identical to the one provided in this Section applicable to the subcontractor requiring the subcontractor to assume the defense, indemnify and save harmless the City to the same extent as Consultant. Consultant's failure to include such an indemnification provision in any contract with a subcontractor shall constitute a material breach of this Contract. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, and save harmless the City as prescribed under this Section.

23. EVIDENCE OF INSURANCE COVERAGE

Prior to commencement of any work under this Contract, Consultant shall provide and maintain in effect during the term of this Contract evidence of insurance coverage as set forth in **Exhibit D**, attached hereto and incorporated herein by reference. These insurance requirements are summarized as follows:

TYPE	SINGLE LIMIT / OCCURRENCE	AGGREGATE	ENDORSEMENTS***
General Liability (1D)	\$1,000,000	\$2,000,000	Additional Insured Waiver of Subrogation Primary Non-Contributory
Auto Liability (2C)	\$1,000,000 Scheduled, Hired and Non-Owned		Additional Insured
Work Comp (3A) Employer's Liability	Statutory \$1,000,000 each		Waiver of Subrogation
Professional Liability (4C)	\$1,000,000	\$2,000,000	(3 year tail)

***Must be actual endorsements. Typed statements on Certificates of Liability are unacceptable.

This is a summary only. Please refer to the insurance section and/or exhibit of this contract for specific requirements.

Furthermore, Consultant shall certify its compliance with Labor Code Section 3700 in the form attached hereto and incorporated by reference, as **Exhibit E**.

24. EVIDENCE OF INSURANCE COMPLIANCE

Consultant or its insurance broker shall deliver the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage to City. City may designate an insurance certificate processor ("Processor") to accept and process Consultant's proof of insurance. Consultant shall deliver copies of the actual insurance policies, renewals, or replacements directly to City or Processor upon their request.

25. EMPLOYMENT PRACTICES

Consultant, by execution of this Contract, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability, marital status, or any other protected class in its employment practices.

26. UNAUTHORIZED ALIENS

Consultant hereby promises and agrees to comply with all of the provisions of the federal immigration and nationality act (8 U.S.C.A. § 1101 et seq.), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Contract, and should the federal government impose sanctions against the City for such use of unauthorized aliens, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.

27. LICENSES, PERMITS, AND OTHER APPROVALS

Consultant represents and warrants to City that it has all licenses, permits, qualifications and approvals of whatsoever nature legally required for Consultant to practice its profession and perform the work described herein. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, obtain and/or keep in effect at all times during the term of this Contract any licenses, permits, and approvals which are legally required for Consultant to practice its profession at the time the services are performed.

28. RECORDS AND INSPECTION

Consultant shall maintain records, books, documents and other evidence directly pertinent to the performance of work under this Contract in accordance with generally accepted accounting principles and practices. For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the Contract pursuant to Government Code 8546.7; Consultant, subconsultants, and City shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Contract, including but not limited to, the costs of administering the Contract. All parties shall make such materials available at their respective offices at all reasonable times during the Contract period and for three years from the date of final payment under the Contract. The State, State Auditor, City, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Consultant and its certified public accountants (CPA) work papers that are pertinent to the Contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

29. MISCELLANEOUS PROVISIONS

- A. Attorneys' Fees: In the event an action or proceeding is instituted by either party for the breach or enforcement of any provision of this Contract, the prevailing party shall be entitled to reasonable attorneys' fees and all litigation expenses, including, but not limited to expert's fees and disbursements.
- B. Venue: This Contract shall be deemed to be made in, and the rights and liabilities of the Parties, and the interpretation and construction of the Contract governed by and construed in accordance with the laws of the State of California. Any legal action arising out of this Contract shall be filed in and adjudicated by a court of competent jurisdiction in the County of Fresno, State of California.
- C. Enforceability: If any term or provision of this Contract is found to be void, voidable, invalid or unenforceable by a court of competent jurisdiction under the laws of the State of California, any and all of the remaining terms and provisions of this Contract shall remain binding.
- D. Time: All times stated herein or in any other Contract Documents are of the essence.
- E. Binding: This Contract shall bind and inure to the heirs, devisees, assignees and successors in interest of Consultant and to the successors in interest of City in the same manner as if such parties had been expressly named herein.
- F. Survivorship: Any responsibility of Consultant for warranties, insurance, indemnity, record-keeping or compliance with laws with respect to this Contract shall not be invalidated due to the expiration, termination or cancellation of this Contract.
- G. Construction and Interpretation: Consultant and City agree and acknowledge that the provisions of this Contract have been arrived at through negotiation and that each party has had a full and fair opportunity to revise the provisions of this Contract and to have such provisions reviewed by legal counsel. Therefore, any ambiguities in construing or interpreting this Contract shall not be resolved against the drafting party. The titles of the various sections are merely informational and shall not be construed as a substantive portion of this Contract.
- H. Waiver: The waiver at any time by any party of any of its rights with respect to a default or other matter arising in connection with this Contract shall not be deemed a waiver with respect to any subsequent default or other matter.
- I. Severability: The invalidity, illegality or unenforceability, of any provision of this Contract shall not render the other provisions invalid, illegal or unenforceable.
- J. No Third Party Beneficiary: It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to the City and Consultant. Nothing contained in the agreement shall give or allow any claim or right of action whatsoever by any third party. It is the express intent of the City and the Consultant that any such person or entity, other than the City or Consultant, receiving benefits or services under this agreement shall be deemed as incidental beneficiary.
- K. Non-Discrimination/Non-Preferential Treatment Statement: In performing this Contract, the parties shall not discriminate or grant preferential treatment on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin, and shall comply to the fullest extent allowed by law, with all applicable local, state, and federal laws relating to nondiscrimination.
- L. Authority to Execute: The person or persons executing this Contract on behalf of the Consultant warrant and represent that they have the authority to execute this Contract on behalf of their agency and further warrant and represent that they have the authority to bind Consultant to the performance of its obligations hereunder.
- M. Dispute Resolution: Prior to either party commencing any legal action under this Contract, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has

not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

- N. Force Majeure: Neither party shall be in default by reason of any failure in the performance of this Contract if such failure arises out of causes beyond its reasonable control. Such causes may include, but are not limited to, acts of God, acts of the public enemy, acts of government in either its sovereign or contractual capacity, acts of the party whose performance is not sought to be excused, fires, flood, weather, epidemics, quarantine restrictions, strikes, freight embargoes, failure of transmission or power supply, mechanical difficulties with equipment which could not have been reasonably forecasted or provided for, or other causes beyond its sole control. The party so affected will resume performance as soon as practicable after the force majeure event terminates.

30. ENTIRE AGREEMENT

Except as otherwise expressly provided herein, any notice, consent, authorization or other communication to be given hereunder shall be in writing and shall be deemed duly given and received when delivered personally, when transmitted by facsimile or e-mail if receipt is acknowledged by the addressee, one business day after being deposited for next-day delivery with a nationally recognized overnight delivery service, or three business days after being mailed by first class mail, charges and postage prepaid, property addressed to the party to receive such notice at the last address furnished for such purpose by the party to whom notice is directed and addressed as follows:

CITY:

City of Coalinga
155 West Durian
Coalinga, California 93210

PROVIDER:

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the day and in the year first set forth above.

CITY OF COALINGA, a Municipal Corporation

By: _____
Marissa Trejo, City Manager

PROVIDER

By: _____
[NAME], [POSITION]

APPROVED AS TO CONTENT:

ATTEST:

Mario Zamora
City Attorney

City Clerk
Shannon Jensen

EXHIBIT A

SCOPE OF WORK

All services performed under this Contract shall be in conformance with all applicable Local, State, and/or Federal standards, regulations, policies, and procedures. The Consultant shall continuously make available, throughout the life of the Contract, the qualified personnel proposed to perform the services required. All such services or work assignments shall be authorized by individual task orders that may be issued under this Contract. The on-call City Engineer services may include but are not limited to the following tasks:

GENERAL TECHNICAL ASSISTANCE

7. Provide technical advice to City personnel assigned to Public Works activities.
8. Advise the City as to engineering and construction financing available from other governmental agencies and prepare and initiate applications for such funding.
9. Provide technical assistance for water, sewer, and storm drain issues.
10. Prepare drawings, diagrams, graphs, charts, databases, spreadsheets, and tables using common desktop, computer-aided design, and/or GIS software programs.
11. Attend meetings such as City Council, Planning Commission, staff meetings, and other meetings as requested.
12. Prepare/review preliminary scoping, budget estimates, and project schedules.

DEVELOPMENT

14. Review tentative maps and other submittals for land divisions and proposed developments and make recommendations related to engineering matters.
15. Develop and update Capital Improvement Plans.
16. Assist the City Manager on the Capital Improvement Program Budget to allow for the implementation of Master Plan Improvements.
17. Review and provide written comments on planning programs and land development matters.
18. Provide special engineering reports regarding such matters as assessment district formation, developer fees, and etc.
19. Meet with developers and members of the public on proposed development projects in order to communicate the processes and procedures involved with engineering and infrastructure development.
20. Check improvement plans for compliance with zoning requirements, City Design Standards, and adopted building codes.
21. Provide field observation inspection of the construction of improvements by private developers; recommend notice of completion and acceptance of the work.
22. Review, check and provide written recommendations of land use applications to City's Planning Department.
23. Assist in the preparation of "Conditions of Approval" for proposed development projects.
24. Evaluate and provide recommendations regarding developer proposed mitigation measures for development projects.
25. Establish performance, labor, and material bond amounts, when required, and require the posting of such securities and other development fees within the proper time sequence of development review.
26. Provide such necessary and related functions as are the normal practice of the City in the review of private developments.

DESIGN ENGINEERING SERVICES

8. Prepare plans and specifications for City projects.

9. Provide City staff with draft letters for the City to use in coordinating with all utility companies to obtain existing utility record plans, as-builts, schematics, etc. The existing utility information shall be shown on the final design plans.
10. Coordinate with pertinent regulatory agencies, stakeholders, material and equipment suppliers, etc.
11. Coordinate appropriate public outreach as directed by the City. For cost estimation, a total of three meetings may be assumed to meet with property owners, and potentially the City Council.
12. Conduct all field, topographic and control surveys, prepare all geotechnical studies and reports, and complete all design calculations. The consultant shall include in the Proposal the costs associated with obtaining a title report for all adjacent properties and include survey by a licensed surveyor of all property lines and easements. All topographic survey, property lines, and easements shall be mapped and accurately provided in AutoCAD format for use during design.
13. Produce 35% conceptual plans as well as 65%, 95%, and 100% PS&E submittal packages for City review.
14. Prepare final bid documents incorporating all comments from previous reviews. Final plans shall be plotted electronically to PDF in 22"x34" size, and shall be signed by the engineer in responsible charge licensed in the State of California, and ready for reproduction.

TRAFFIC ENGINEERING

5. Represent the City interfacing with the public, staff, and other governmental agencies to address any and all matters relating to proposed traffic/transportation plans within and/or affecting the City.
6. Assist staff in the development of engineering and development policies, regulations, ordinances, and resolutions related to traffic issues and standards.
7. Provide traffic engineering design, assist with contract administration, interact with staff, consultants, the public, community groups, engineers, contractors, and inspectors during all phases of the design and construction of Capital Improvement projects.
8. Review development proposals and conduct studies as appropriate to ensure consistency with City, County and State codes, standards, regulations, ordinances, policies, and statutes.

ENVIRONMENTAL COMPLIANCE AND PERMITTING

5. Be responsible for preparing, submitting, and obtaining all required permits and environmental review documentation required by State, local, and jurisdictional agencies needed to ensure this project is cleared for construction.
6. Prepare appropriate California Environmental Quality Act (CEQA) documents and any associated technical studies required to clear the project for construction.
7. Prepare a schedule of permits with the required timelines to ensure each permit is obtained prior to the start of construction.
8. All environmental documents shall be prepared in preliminary and final draft stages for City review, and shall incorporate any comments made during the preliminary document review.

CONSTRUCTION MANAGEMENT SERVICES

19. Develop final construction management staffing plan and project management plans for the construction and completion of capital improvement and other projects in accordance with the schedules of assigned projects.
20. Provide construction oversight and inspection of permit work with City streets and rights-of-way.
21. Review and recommend action for proposed change orders.

22. Tabulate, review, and evaluate bid documents received, make recommendations to City Council in the awards contracts.
23. Convene pre-construction meetings with staff, contractors, utility company representatives, and respond to bidders' questions during bidding.
24. Review all design plans, project implementation and construction contracts, project schedules and applicable project management guidelines.
25. Perform and assist in performing the duties of a Construction Inspector including civil, electrical, landscape, structural, building, and utility construction engineering. This work includes, but is not limited to, completing daily diaries, performing quantity calculations, checking grade and alignment, materials sampling and control, coordinating scheduling, reviewing certified payroll, conducting labor compliance interviews, and any other task, i.e. LEED commissioning, necessary to document and ensure compliance with project plans and specifications. Also, work shall include measuring and verifying progress of work for payment purposes.
26. Provide Contract administration and support services, including preparing correspondence, processing progress pay estimates and extra work billings, reviewing billings, and developing and maintaining complete and accurate project files, including asset management systems and electronic records management in accordance to Caltrans file and record procedures.
27. Provide construction engineering support to analyze project schedules for contract compliance purposes. In addition, the Consultant shall provide analysis of time impacts to the project schedule and provide recommendations.
28. Review and recommend and provide contract dispute expertise for project protests, Notice of Potential Claims, and Contract Claims. This work includes, but is not limited to, claims resolution principles, claims avoidance techniques, timeline awareness, risk analysis, and claim report writing.
29. Provide materials sampling and testing for construction projects. Perform and assist in performing materials and/or product manufacturing inspection in the field or at the manufacturer's plant location. Perform and assist in performing special inspections for building construction. This work includes, but is not limited to, verifying the materials and/or products conform to the plans, specifications, material tests, and quality control.
30. Conduct constructability reviews on draft construction plans and specifications and prepare an evaluation report of findings per applicable standards. The reviews shall identify contract plans and specification errors, omissions, and inconsistencies and assure overall Plan, Specification, & Estimate (PS&E) constructability, operability, and maintainability.
31. Provide support services for geotechnical and related work, including pavement condition assessment, for specific locations as requested. This work includes, but is not limited to, performing field investigations, evaluating, and making recommendations for conditions encountered during construction.
32. Conduct storm water monitoring to comply with Court Orders, fulfilling all permit obligations, and other activities as deemed appropriate. Prepare and/or ensure preparation of reports for CITY, Caltrans, Regional Water Quality Control Board(s) (RWQCB), and other agencies as appropriate.
33. Provide surveying and construction staking, for specific locations as requested. The Consultant shall perform surveying services using the latest technological equipment, including Global Positioning System (GPS) equipment. The information shall be submitted in digital formats as requested.
34. Review Contractor provided traffic control plans for work within the public right-of-way.
35. Provide proactive on-site coordination with utility owners such as SMUD, PG&E, AT&T, and Comcast and construction contractors. Coordinate installation and testing services with the utility owners and contractors, as needed.
36. Provide City with electronic copies of all plans, designs, reports, permits and agreements, and contracts prepared under this Scope of Work.

PERSONNEL

The types of personnel that the Consultant shall be required to have available to provide the services requested include, but are not limited to:

12. Project Managers — The Consultant's Project Manager shall coordinate all matters with the CITY Project Manager, and meet, as needed, to discuss progress on the project(s). In addition to other specified responsibilities, the Project Manager shall be licensed as a Registered Civil Engineer in the State of California, with Public Agency construction and contract administration experience in the State of California. The Project Manager is responsible for all matters related to the Consultant personnel and operations.
13. Design Engineers — The Consultant shall provide design engineering staff with experience in bridge, highway, and facility design.
14. Resident Engineers (RE) — The RE shall be licensed as a Registered Civil Engineer in the State of California and shall perform all functions and responsibilities of a Construction Resident Engineer in administering the contracts they have been assigned.
15. Structures Representatives (SR) — The SR shall be licensed as a Registered Civil Engineer in the State of California and shall perform all functions and responsibilities of a Construction Structures Representative in administering the contracts they have been assigned. The SR may also serve as the RE on the same project.
16. Assistant Resident Engineers (ARE) — The ARE shall demonstrate construction contract administration experience and be capable of assisting the Resident Engineer in all aspects of required field and office construction engineering work.
17. Field Inspectors — The Consultant shall provide field construction inspectors, which have construction engineering experience on highway and major public works projects, structural inspectors, who have experience in structural construction inspection, building inspectors, which have demonstrated experience inspecting and managing building construction, and utility inspectors, which have demonstrated experience inspecting above or below ground utilities.
18. Land Surveyors (LS) — The Consultant shall provide LS capable of performing surveying and construction staking for specific locations as requested. LS shall be capable of performing surveying services using the latest technological equipment, including Global Positioning System (GPS) equipment.
19. Field Office Engineers/Draftspersons — Construction Office Engineers and Draftspersons shall demonstrate construction administration and engineering related experience and be capable of assisting the Resident Engineer in all aspects of required office construction engineering duties.
20. Contract Claims Engineers — Contract Claims Engineers shall demonstrate construction contracts experience.
21. Construction Materials Testers — Materials Testers shall possess proper certification, as required and shall be capable of assisting the Resident Engineer in all aspects of material testing work.
22. Production Staffing — Production Staff includes, but is not limited to, graphic designers and report writers.

EQUIPMENT

The types of equipment that CITY shall require the Consultant to have available to provide the services requested include, but are not limited to:

3. Office Equipment and Supplies (Consultant's Office) — The Consultant shall have adequate office equipment and supplies to complete the required work. Such equipment and supplies shall include, but are not limited to, computers, printers, plotters, and calculators.

4. Field Office, Equipment, and Supplies — The Consultant shall provide adequate field office, equipment and supplies as needed to complete the required field engineering work. The field office, equipment and supplies for field construction personnel could include, but is not limited to, personal protective equipment, field office facilities, vehicles suitable for the work to be performed, communications, computers, field office equipment, and supplies, access to all testing and laboratory facilities and equipment. In some circumstances the field office may be furnished by CITY.

EXHIBIT B

SCHEDULE OF PERFORMANCE

Performance shall be in accordance with each individual Task Order as issued.