

**PROFESSIONAL SERVICES AGREEMENT  
WITH Z&K CONSULTANTS, INC.  
(CONSTRUCTION INSPECTION, LABOR COMPLIANCE AND MATERIAL  
TESTING SERVICES FOR VARIOUS ARPA PROJECTS, RFP 25-021SB)**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024 (“Effective Date”) by and between the City of Corona, a municipal corporation organized under the laws of the State of California with its principal place of business at 400 South Vicentia Avenue, Corona, California 92882 (“City”) and Z&K Consultants, Inc. a California corporation with its principal place of business at 1713 Van Buren Blvd., Suite122, Riverside, CA 92504 (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

**2. RECITALS.**

**2.1 Consultant.**

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional construction inspection, labor compliance, and material testing services to public clients, is licensed in the State of California, and is familiar with the plans of City.

**2.2 Project.**

City desires to engage Consultant to render such services for the Construction Inspection, Labor Compliance and Material Testing Services Various ARPA Projects, RFP 25-021SB project (“Project”) as set forth in this Agreement.

**3. TERMS.**

**3.1 Scope of Services and Term.**

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional construction inspection, labor compliance and material testing consulting services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be from December 4, 2024 to February 28, 2027 (“Term”), unless earlier terminated as provided herein. Consultant shall complete the Services within the Term of this Agreement, and shall meet any other established

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schedules and deadlines. The Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment pursuant to Section 3.6.8 below (each a “Renewal Term”). The terms “Term” and “Renewal Term” may sometimes be generally and collectively referred to as “Term” in this Agreement.

### **3.2 Responsibilities of Consultant.**

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the Term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant’s exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services within the Term of this Agreement, in accordance with the Schedule of Services set forth in Exhibit “B” attached hereto and incorporated herein by reference, and in accordance with any other completion schedule or milestones which may be separately agreed upon in writing by the Parties. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant’s conformance with the Schedule, City shall respond to Consultant’s submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All Services performed by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Crystal Fraire, President.

3.2.5 City’s Representative. The City hereby designates Savat Khamphou, Public Works Director, or his or her designee, to act as its representative for the performance of this Agreement (“City’s Representative”). City’s Representative shall have the power to act on behalf

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of the City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Crystal Fraire, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant agrees that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the Term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations; Employee/Labor Certifications. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work or Services knowing them to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9.1 Employment Eligibility; Consultant. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Consultant. Consultant also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the Term of the Agreement. Consultant shall avoid any violation of any such law during the Term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Consultant shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Consultant's compliance with the requirements provided for in Section 3.2.9 or any of its subsections.

3.2.9.2 Employment Eligibility; Subcontractors, Consultants, Sub-subcontractors and Subconsultants. To the same extent and under the same conditions as Consultant, Consultant shall require all of its subcontractors, consultants, sub-subcontractors and subconsultants performing any work or Services relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.9.1.

3.2.9.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Consultant verifies that they are a duly authorized officer of Consultant, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Consultant or its subcontractors, consultants, sub-subcontractors or subconsultants to meet any of the requirements provided for in Sections 3.2.9.1 or 3.2.9.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Consultant under Section 3.2.9.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.9.4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.9.5 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff

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or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.9.6 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Consultant shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

To the extent applicable, Consultant shall comply, and shall ensure all subcontractors comply, with all applicable requirements of the most current version of the regulations imposed by CARB including, without limitation, all applicable terms of Title 13, California Code of Regulations Division 3, Chapter 9 and all pending amendments ("Regulation").

Throughout the Project, and for three (3) years thereafter, Consultant shall make available for inspection and copying any and all documents or information associated with Consultant's and its subconsultants' and subcontractors' fleets including, without limitation, the Certificates of Reported Compliance ("CRCs"), fuel/refueling records, maintenance records, emissions records, and any other information the Consultant is required to produce, keep or maintain pursuant to the Regulation upon two (2) calendar days' notice from the City.

Consultant shall be solely liable for any and all costs associated with compliance with the Regulation as well as for any and all penalties, fines, damages, or costs associated with any and all violations, or failures to comply with the Regulation. Consultant shall defend, indemnify and hold harmless the City, its officials, officers, employees and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Regulation.

### 3.2.10 Insurance.

3.2.10.1 Time for Compliance. Promptly following the Effective Date of this Agreement, but in no event before Consultant commences any Services under this Agreement, Consultant shall provide evidence satisfactory to the City that it has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of

the Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury, advertising injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability* \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.2.10.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

3.2.10.4 Insurance Endorsements. The insurance policies shall contain or be endorsed (amended) to include the following provisions:

(A) General Liability. The general liability policy shall state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection therewith (the endorsement form shall be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 37 and one of the following: CG 20 10, CG 20 26, CG 20 33 or CG 20 38); and (2) the insurance coverage shall be primary insurance coverage as respects the City, its directors, officials, officers, employees, agents, and volunteers (the endorsement form shall be at least as broad as ISO CG 20 01 04 13). Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(B) Waiver of Subrogation – Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work or Services performed by the Consultant.

(C) All Coverages. If Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City is entitled to the broader coverage and/or higher limits maintained by Consultant. Thus, any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

3.2.10.5 Other Provisions; Endorsements Preferred. Consultant shall endeavor to provide endorsements regarding the following provisions, but nonetheless understands, acknowledges and agrees that the following provisions shall apply and that failure to comply shall be considered to be a breach of this Agreement by Consultant:

(A) Waiver of Subrogation – All Other Policies. Consultant hereby waives all rights of subrogation any insurer of Consultant’s may acquire against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of any insurance policy which arise from work or Services performed by the Consultant. Consultant understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

(B) Notice. Consultant shall either: (1) require its insurer to provide thirty (30) days prior written notice to the City before coverage is suspended, voided, or canceled; or (2) notify City in writing that such notice is not available and forward any notice of such actions to the City within two (2) business days from date of receipt by Consultant. Consultant understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

3.2.10.6 Claims Made Policies. The following provisions shall apply to all policies that provide coverage on a claims-made basis: (A) the retroactive date must be shown and must be before the date on which any Services under this Agreement commence; (B) the insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Project; and (C) if coverage is canceled or not renewed and is not replaced with another claims-made policy with a retroactive date prior to the date on which any Services under this Agreement commence, Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of Project.

3.2.10.7 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigation, claims administration and defense expenses within the deductible or self-insured retention. The deductible or self-insured retention may be satisfied by either the named insured or the City.

3.2.10.8 Acceptability of Insurers. Unless under the circumstances a different rating is otherwise acceptable to the City in its sole and absolute discretion, insurance is to be placed with insurers which are satisfactory to the City and which meet either of the following criteria : (1) an insurer with a current A.M. Best’s rating no less than A-:VII and licensed as an admitted insurance carrier in California; or (2) an insurer with a current A.M. Best’s rating no less than A-:X and authorized to issue the required policies in California.

3.2.10.9 Verification of Coverage. Consultant shall furnish City with original certificates of insurance, as well as amendatory endorsements or copies of the applicable policy language effecting coverage required by this Agreement. All documents must be received and approved by the City before any Services commence; provided, however, that failure to obtain the required documents prior to the commencement of Services shall not waive Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.10 Reporting of Claims. Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.10.11 Sub-Consultants. All sub-consultants shall comply with each and every insurance provision of this Section 3.2.10. Consultant shall therefore not allow any sub-consultant to commence work on any subcontract to perform any part of the Services until it has provided evidence satisfactory to the City that the sub-consultant has secured all insurance required under this Agreement.

3.2.10.12 Special Risk or Circumstances. The City reserves the right, in its sole and absolute discretion, to modify the requirements of this Section 3.2.10, including limits, based on any of the following: (A) the nature of the risk of the Services; (B) the prior experience of the insured; (C) the rating or other quality or characteristic of the insurer; (D) any special or unique coverage issues; and (E) any other special or unique circumstances.

3.2.11 Safety. Consultant shall execute and maintain its work and Services so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Services and the conditions under which the Services are to be performed.

3.2.12 Payment Bond. The California Department of Industrial Relations ("DIR") has communicated to the City that there is a possibility that a payment bond may be required for certain services provided in connection with a public works project. Since such a requirement is currently contrary to the industry standard for the services provided by Consultant under this Agreement and since there is no direct legal authority for this position, the City is not requiring Consultant to provide a payment bond at this time. However, the City hereby reserves the right to require the Consultant to obtain and provide a payment bond for some or all of the Services provided by the Consultant under this Agreement.

If the City determines that a payment bond is required for the Services pursuant to Civil Code Section 9550 or any other applicable law, rule or regulation, Consultant shall execute and provide to City a payment bond in an amount required by the City and in a form provided or approved by the City. In the event a payment bond is required, the City agrees to compensate Consultant for all documented direct costs incurred by Consultant for such payment bond. The Parties shall memorialize the terms of such additional compensation and any other terms and conditions associated with the payment bond in an amendment to this Agreement.



3.2.13 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### **3.3 Fees and Payments.**

3.3.1 Rates & Total Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed Eight Hundred Twenty-Six Thousand and Thirty-Two Dollars (\$826,032.00) ("Total Compensation"), without written approval of City's Representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 30 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the Term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services involve federal funds or otherwise require compliance with the Davis-Bacon Fair Labor Standards Act, the Consultant and its subconsultants shall comply with the higher of the state or federal prevailing wage rates, and the "Prevailing Wage Laws" shall be deemed to include such federal wages laws. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the Total Compensation is \$1,000 or more, Consultant and its subconsultants shall fully comply with the Prevailing Wage Laws for their employees and any others to whom such laws are applicable. Consultant and its subconsultants shall also be

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responsible for any and all violations and fines imposed on them pursuant to the Prevailing Wage Laws. Pursuant to SB 854, which amended the Prevailing Wage Laws, this Agreement would also be subject to compliance monitoring and enforcement by the California Department of Industrial Relations (“DIR”). Beginning April 1, 2015, no consultant or subconsultant may be awarded this Agreement unless registered with the DIR pursuant to Labor Code Section 1725.5. The City will report all necessary agreements to the DIR as required by the Prevailing Wage Laws. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant’s principal place of business and at the Project site. It is most efficient for the Consultant to obtain a copy of the prevailing wages in effect at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the DIR located at [www.dir.ca.gov/dlsr/](http://www.dir.ca.gov/dlsr/). In the alternative, Consultant may obtain a copy of the prevailing wages from the City’s Representative. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.3.6 Apprenticeable Crafts. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, Consultant shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works when Consultant employs workmen in an apprenticeable craft or trade. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Consultant.

### **3.4 Termination of Agreement.**

3.4.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, as well as any authorized reimbursable expenses, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

### **3.5 Ownership of Materials and Confidentiality.**

3.5.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically, electronically or otherwise recorded or stored, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of five (5) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. In addition, before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.5.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.5.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or reuse of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.5.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the

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indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.5.5 Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of City, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

### 3.6 General Provisions.

3.6.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

**Consultant:**

Z&K Consultants Inc.  
17130 Van Buren Blvd., Suite 122  
Riverside, CA 92504  
Attn: Crystal Fraire, President

**City:**

City of Corona  
400 South Vicentia Avenue  
Corona, CA 92882  
Attn: Savat Khamphou, Public Works Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.2 Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of, pertaining to, or incident to any alleged willful misconduct or negligent acts, errors or omissions of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment

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of all settlement amounts, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

3.6.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code Sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

3.6.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.5 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.6.6.1 Subconsultants; Assignment or Transfer. Consultant shall not subcontract any portion of the Services required under this Agreement, except as expressly authorized herein, without the prior written approval of the City. Subcontracts, if any, shall include a provision making them subject to all provisions of this Agreement. Consultant shall also not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to subcontract or take any other action not authorized herein shall be null and void, and any subconsultants, assignees, hypothecates or transferees shall acquire no right or interest by reason of such action.

3.6.7 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of

reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.6.8 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.9 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.6.10 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.6.6, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.11 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.12 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the Term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.13 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.14 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

3.6.15 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.16 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6.17 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

3.6.18 Federal Provisions. When funding for the Services is provided, in whole or in part, by an agency of the federal government, Consultant shall also fully and adequately comply with the provisions included in Exhibit “D” (Federal Requirements) attached hereto and incorporated herein by reference (“Federal Requirements”). With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.


**[SIGNATURES ON NEXT 2 PAGES]**

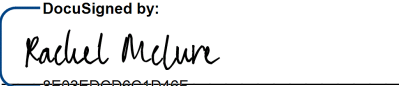
**CITY'S SIGNATURE PAGE FOR  
CITY OF CORONA  
PROFESSIONAL SERVICES AGREEMENT  
WITH Z&K CONSULTANTS INC.  
(CONSTRUCTION INSPECTION, LABOR COMPLIANCE AND MATERIAL  
TESTING SERVICES FOR VARIOUS ARPA PROJECTS, RFP 25-021SB)**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

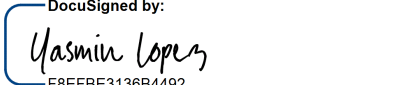
**CITY OF CORONA**

By:   
Savat Khamphou  
Public Works Director

Reviewed By:   
Keegan Olds  
Acting CIP Manager

Reviewed By:   
Rachel McLure  
CIP Supervisor

Reviewed By:   
Tracy Martin  
Senior Project Manager

Reviewed By:   
Yasmin Lopez  
Purchasing Manager

Attest:


\_\_\_\_\_  
Sylvia Edwards, City Clerk  
City of Corona, California

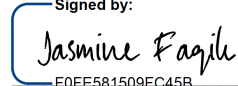


**CONSULTANT’S SIGNATURE PAGE FOR**  
**CITY OF CORONA**  
**PROFESSIONAL SERVICES AGREEMENT**  
**WITH Z&K CONSULTANTS, INC.**  
**(CONSTRUCTION INSPECTION, LABOR COMPLIANCE AND MATERIAL**  
**TESTING SERVICES FOR VARIOUS ARPA PROJECTS, RFP 25-021SB)**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

**Z&K CONSULTANTS, INC.**  
a California corporation

By:  Signed by:  
5F25D4106C9F48D...  
Crystal Fraire  
President

By:  Signed by:  
F0EE581509EC45B...  
Jasmine Faqih  
Secretary

## **EXHIBIT “A” SCOPE OF SERVICES**

Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional construction Inspection, labor compliance, and material testing services necessary for the Project. The Services are more particularly described herein.

### **A. INTRODUCTION AND PROJECT OVERVIEW**

This project is funded with Federal American Rescue Plan Act (ARPA) funds. ARPA funding was provided by the Federal government in response to the COVID-19 Pandemic. ARPA funds must be encumbered by December 31, 2024 and fully expended by December 31, 2026. In order to meet these goals, the City of Corona is seeking a qualified firm to provide professional construction inspection, labor compliance and materials testing services for several ARPA funded projects that must be completed within the ARPA requirements.

**Each project will need to be reported on and billed separately for tracking purposes.**

### **B. THE FOLLOWING PRESENTS THE SCOPE OF SERVICES FOR THE VARIOUS ARPA PROJECTS:**

Consultant shall provide adequate professional construction inspector(s) with significant experience in administering projects similar in magnitude and scope to Project. The proposed inspector(s) shall be well versed in all aspects of construction/demolition means and methods as well as project scheduling and partnering and claims resolution in order to ensure project completion on time and within established budgets. Consultant shall provide qualified construction inspector(s) with significant experience in construction inspection of work typical for a variety of municipal construction projects. Consultant shall provide experienced personnel, equipment and facilities to perform the tasks enumerated in this scope of work. The individuals shall have at least the following experience requirements and skills:

- Five (5) years’ of Public Works and construction inspection experience, specifically paving, trenching, grading, reinforced concrete, concrete flatwork, storm drain, sewer, landscape construction and inspection, and all systems associated with public municipal building demolition and construction.
- Experience in the required field and identify a minimum of three (3) projects within the last five (5) years for which they have provided construction inspection services.
- Reference(s) of agencies previously contracted with, providing the same or similar services.
- Good written and verbal communication skills. Samples of inspection daily reports prepared by listed candidates are expected to be included in the proposal. Inspectors will be required to prepare daily inspection reports, weekly statement of working days, and monthly progress payments; direct the contractor to complete extra work performed under

time and materials including the documentation of labor, equipment, and material; review contractor's proposals for extra work and provide recommendations to the City.

- Ability to read, understand and interpret construction plans, specifications, and contracts; prepare and make recommendations on change orders; confer with City engineering staff on design problems encountered in the field.
- Knowledge of the following: APWA standards, AWWA Standards, Underground Construction Standards, California MUTCD, City of Corona Public Works and Department of Water and Power Standards, Standard Specifications for Public Works Construction (Greenbook), Construction Specifications Institute (CSI), and current building codes applicable to the type of work being performed.
- Knowledgeable in Microsoft Excel, Word, and Outlook.
- A valid California driver's license and the ability to maintain insurability.
- High School diploma or G.E.D. equivalent and three years of journey-level experience in the construction, maintenance and repair of public works and utilities projects, or an equivalent combination of training and experience.
- An Associates' degree in engineering architecture or code related field is desirable.
- Recognize, evaluate and properly resolve and/or make recommendations to unique problems or situations.
- Properly and safely oversee the operation of light-, medium- and heavy-duty motorized vehicles and equipment.
- Ensure appropriate communications take place with all involved personnel resulting in efficient use of manpower and finances to meet project milestones and City's expectations.

Qualified Construction Inspector(s), at a minimum, must perform the following tasks/duties:

### **Task 1: Construction Inspection Services**

The Consultant will provide qualified inspector(s) and at least one (1) alternate to perform Construction Inspection services to verify that all work and materials comply with the Project Specifications and Provisions.

- Review and familiarize themselves with the contract documents, plans, specifications, scope of work, project site, etc.
- Assist City staff with the overall inspection of the project and serve as the general liaison between the Contractor and the City.
- Attend all meetings as required, including final design meetings, project kick-off meeting, pre-construction meeting, and progress meetings as required.
- Observe earthwork grading, compaction, and surface drainage.
- Review soils compaction reports.
- Review and monitor the Contractor's approved construction schedule and amendments thereto. Assist City staff with monitoring and enforcing construction schedule to ensure project is completed within the required timeline.
- Inspect a variety of public works disciplines, such as sidewalks, concrete structures, driveways; electrical and structural work; utility disconnection and capping; curbs and gutters, earthwork, drainage facilities, landscape irrigation; to ensure construction and materials comply with contract standards and specifications, state laws, local ordinances, NPDES requirements and proper construction practices.

- Require, monitor and document compliance with all contract specifications, including compliance with OSHA and all applicable permitting requirements.
- Review shop drawings and submittals from contractor for compliance and provide a recommendation to the City for approval.
- Be present on a daily basis at the construction site while construction activity is in progress. In the event of an illness or vacation, the inspector shall arrange for a qualified alternate to perform the work. The qualified alternate's experience shall be included in the initial RFP.
- Review and respond to Requests for Information (RFIs) in a timely manner.
- Observe all material placement to verify conformance with all contract documents, plans and specifications.
- Assist City staff with scheduling required materials testing, sampling and provide assistance and direction as needed to technicians performing materials testing.
- Be familiar with proper procedures for hazardous materials abatement, observe removal and have the certifications and ability to sign hazardous materials manifests.
- Verify work is performed in a safe manner by all contractors and subcontractors and report any concerns or instances of non-compliance immediately to the City or issue stop notice for work if the situation is critical.
- Record amounts of materials that are received or used during construction.
- Measure the work completed in-place and verify quantities with the Contractor prior to submission of a payment application.
- Coordinate with design engineers and project managers on design issues encountered during construction.
- Ensure proper documentation of any change order and/or daily extra reports.
- Prepare daily inspection reports that include at a minimum: the type of personnel on site (subcontractor, contractor, etc.); name, number and classification of employees for each firm; time periods for various activities; the type of work being performed; SWPPP / BMP compliance; equipment on hand; and weather.
- Provide weekly status reports on issues/risks factors, schedule slippages, cost overruns as it relates to construction projects.
- Develop punch list for the City of items that require corrective action; review first with the City and then the Contractor all items and monitor corrections made.
- Prepare red-line set of record drawings; keep up to date as project progresses.
- Review and approve as-built plans at time of project completion.
- Address and resolve complaints as they arise. Notify the City's project manager of issues and request assistance when necessary.
- Report all unresolved issues and potential claims to the City's Representative in writing on a daily basis.
- Coordinate activities and schedules with other entities involved in the construction project.

**Task 2: Labor Compliance Services:**

Consultant shall provide experienced personnel, equipment and facilities to perform the following tasks:

1. Conduct a construction contract pre-award Good Faith Effort Responsiveness Review of the apparent low bidder against all submitted bids in accordance with Federal law.
2. Develop and collect labor compliance documents for prime contractors and subcontractors.
3. Collect and review Certified Payroll Records (CPR's) and perform on-going monitoring to ensure compliance by all contractors and subcontractors.
4. Perform jobsite interviews as required and prepare reports in conformance with federal and state labor laws.
5. Monitor apprenticeship certifications in conformance with federal and state labor law.
6. Provide on-going Disadvantaged Business Enterprise (DBE) technical assistance.
7. Assess contractor's on-going good faith efforts.
8. Conduct reviews and reconciliation of contractors' report submittals to ensure proper crediting of DBE participation in conformance with regulatory and contractual provisions.
9. Ensure contractor's compliance with prompt payment provisions.
10. Prepare report of discrepancies and/or improper crediting.
11. Maintain the bidder's list in conformance with Federal 40 CFR Part 33 regulations.
12. Respond to complaints and inquiries from third parties, provide technical assistance, and respond to RFIs pertaining to labor compliance requirements from contractors, subcontractors, unions and other parties.
13. Initial final audit of contractor of contractor labor compliance documents.
14. Ensure all outstanding and final documentation required of the contractor and subcontractors has been received for final acceptance.
15. Prepare and issue a final project close-out report.
16. Perform any related work to meet labor compliance and DBE program requirements identified as necessary for ARPA program requirements.

**Task 3: Materials Testing Services**

Consultant shall provide experienced personnel, equipment and facilities to perform certain materials testing and special inspection for these projects which shall include, but not be limited to, the following:

1. Provide field inspections and compaction tests for trench backfill, grading, and asphalt concrete pavement construction. Submit daily field test reports to the City and final report at completion of work.
2. Provide inspections for installation of precast and cast-in-place concrete, welding, high strength bolts, structural steel, masonry, painting and other types of work in accordance with project specifications and Standard Specifications for Public Works Construction.
3. Perform the following tests on various construction materials:
  - a) Mix Designs
  - b) Portland Cement Concrete
  - c) Concrete Masonry
  - d) Brick Masonry

- e) Masonry Prisms
  - f) Mortar and Grout
  - g) Fireproofing
  - h) Soils and Aggregates
  - i) Asphalt Concrete
  - j) Reinforcing Steel
4. Provide source inspections for concrete and asphalt concrete at mixing plants, and in advance for the required inspections and tests.
  5. Recommend testing methods on defective work and advise the City of acceptance standards.
  6. The testing laboratory shall be under the supervision of a registered engineer with experience in inspection testing of construction materials. The engineer shall certify the results of all tests performed by the lab personnel under his/her supervision.
  7. The selected firm shall maintain laboratory testing equipment in accordance with recognized national standards.
  8. Correlation Testing Program: The Materials Laboratory shall be a participant in one or more of the following testing programs:
    - a) AASHGO Materials Reference Laboratory (ARML)
    - b) Cement and Concrete Reference Laboratory (CCRL)
    - c) Caltrans' Reference Samples Program (RSP)

**C. PROJECT INFORMATION**

There are six projects that require at least one or more of the above services. Projects are listed below in a table that includes the project location, estimated construction cost, anticipated number of working days, anticipated construction start, and requested services.

No.	Project Name	Location	Est. Const. Cost	Working Days	Anticipated Start	Full- or Part-Time Inspection	Materials Testing	Labor Compliance
1	Citywide Traffic Signal Optimization, ST-2023-03	Citywide	\$8,000,000	180	Dec. 2024/Jan. 2025	Part-time	No	Yes
2	City Hall Veterans Memorial Improvements, FC-2023-06	City Hall, 400 S. Vicentia Avenue	\$500,000	75	Dec. 2024/Jan. 2025	Part-time	Yes	Yes
3	Old Police Department Building Demolition, FC-2023-09	849 W. Sixth Street	\$2,500,000	120	Dec. 2024/Jan. 2025	Full-time	Yes	Yes
4	Victoria Park Splashpad, FC-2023-12	Victoria Park, 312 W. 9 <sup>th</sup> Street	\$1,300,000	90	Dec. 2024/Jan. 2025	Part-time	Yes	Yes

5	South Mall Parking Lot Rehabilitation, ST-2025-07	655 S. Main Street	\$4,000,000	60	Dec. 2024/Jan. 2025	Part-time	Yes	Yes
6	Annual Pavement Rehabilitation, ST-2025-06	Citywide	\$13,285,000	150	Jan. 2025	Full-time	Yes	Yes

**1. Citywide Traffic Signal Optimization Project, ST-2023-03:**

The Citywide Traffic Signal Optimization Project will deploy advanced traffic sensing equipment and install traffic adaptive capability to an existing Advanced Traffic Management System (ATMS).

**2. City Hall Veterans Memorial Improvements Project, FC-2023-09:**

The City Hall Veterans Memorial Improvements Project will make various improvements to the south side of City Hall to the existing Veterans Memorial to enhance the site. This will include the removal of decorative arches, installation of new flag poles, landscaping, a granite monument, and a new seating area.

**3. Old PD Building Demolition Project, FC-2023-09:**

The Old PD Building Demolition Project will install new conduit to re-route fiber cables from within the building, demolish the building, grade the site, install new landscaping and fencing around the parking lot that is to remain for use by the County Courthouse.

**4. Victoria Park Splashpad Project, FC-2023-12:**

The Victoria Park Splashpad Project will install a new splashpad at an existing park, including an outdoor shower and other modifications to the park for Americans with Disabilities Access (ADA) sidewalk improvements, landscaping, and signage.

**5. South Mall Parking Lot Rehabilitation Project, ST-2025-07:**

The South Mall Parking Lot Rehabilitation Project will reconstruct the existing parking lot and associated landscaping, irrigation, drainage, sidewalk, ADA ramps, streetlights, and a new traffic signal at the intersection of Main Street and Stan Reynolds Parkway.

**6. Annual Pavement Rehabilitation Project, ST-2025-26:**

The Annual Pavement Rehabilitation Project will grind, resurface, and slurry streets throughout the City. The scope of work additionally includes, but is not limited to, curb and gutter, sidewalk, and ADA ramp replacements, loop detector replacement, and striping and signage work.

**D. FUNDING AND SPECIAL CONDITIONS**

This project is funded by American Rescue Plan Act of 2021 Funds (ARPA), U.S. Department of Treasury Final Rule. Consultant and all subconsultants shall comply with all applicable federal state laws, rules, regulations and permits pursuant to the ARPA funding requirements. **All project work, including construction contracts, must be completely encumbered by December 31, 2024 and expended by December 31, 2026.**

Consultant’s proposed amount shall include all costs associated with compliance with the federal contracting requirements. While it shall be the Consultant’s sole responsibility to research and

ensure compliance with all federal contracting requirements pursuant to ARPA, for reference purposes only such requirements shall include, but are not limited to:

- a. Contracting with Small and Minority Businesses, Women’s Businesses and Labor Surplus Area. Consultant and its subconsultants must take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:
  - i. Placing qualified small and minority owned businesses and women’s business enterprises on solicitation lists;
  - ii. Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;
  - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
  - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises;
  - v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and Minority Business Development Agency of the Department of Commerce; and
  - vi. Requiring the consultant, if subcontracts are to be let, take the affirmative steps listed in paragraphs i. through v. of this section.
- b. Debarment and Suspension. The requirements set forth in 2 CFD Part 180 and 2 CFR Part 3000 are incorporated herein by reference. Consultant is required to verify that none of the Consultant’s principals (defined at 2 CFR § 189.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935). Consultant and its subconsultants must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C and must include a requirement to comply with these regulations in any subcontract or lower tier covered transaction it enters into. Consultant shall sign and return with their proposal the Debarment and Suspension Certification Form included in Appendix B.
- c. New Restrictions on Lobbying. Consultant and its subconsultants shall comply with all applicable requirements of 43 CFR 18, New Restrictions on Lobbying.
- d. System for Award Management (SAM) and Universal Identifier Requirements. Consultant and its subconsultants shall have a unique entity identifier and be registered in SAM (SAM.gov/content/entity-registration).
- e. Procurement of Recovered Materials. Consultant and its subconsultants shall comply with the applicable requirements set forth in Section 6002 of the Solid Waste Disposal Act.



Contractor shall make the maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired either, (1) competitively within a timeframe providing for compliance with the Agreement performance schedule; (2) meeting Agreement performance requirements; or (3) at a reasonable price.

- f. Domestic Preferences for Procurements. Consultant and its subconsultants shall comply with all applicable requirements of 2 CFR 200.322 domestic preferences for procurements. As appropriate, and to the extent consistent with law, Consultant should, to the greatest extent possible provide a preference for the purchase, acquisition, or use of goods, products, or materials in the United States. This includes, but is not limited to iron, aluminum, steel, cement and other manufactured products.
- g. Clean Air Act. The requirements set forth in the Clean Air Act (42 U.S.C. 7401 et seq.) are incorporated herein by reference and Consultant shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act as amended. Consultant agrees to report each violation to the City and Regional Office of the Environmental Protection Agency (EPA). Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance funds.
- h. Federal Water Pollution Control Act. The requirements set forth in the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.) are incorporated herein by reference and Consultant shall comply with all applicable standards, orders or regulations pursuant to the Federal Water Pollution Control Act. Consultant agrees to report each violation to the City and Regional Office of the Environmental Protection Agency (EPA). Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance funds.
- i. Access to Records. Consultant agrees to provide City and the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers and records of the Consultant which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or copy excerpts and transcriptions as reasonably needed.
- j. Reporting Requirements. Upon execution of this Agreement and until three years following final disbursement, Consultant and its subcontractors shall maintain records pertaining to this Agreement for each covered worker and make available for inspection to the City upon request.
- k. Prohibition on Contracting for Covered Telecommunications Equipment or Services. Consultant and its subcontractors shall comply with all applicable requirements of 2 CFR 200.216 prohibition on certain telecommunications and video surveillance services or equipment from certain entities for national security reasons. Unless an exception applies, Consultant and its subcontractors may not use federal assistance grant, cooperative agreement, loan or loan guarantee funds to procure any equipment, system or service or enter into, extend or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical

technology as part of any system. Pursuant to Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

**EXHIBIT "B"**  
**SCHEDULE OF SERVICES**

Consultant shall complete the Services within the Term of this Agreement and shall meet any other reasonable schedules and deadlines established by City's Representative.

## EXHIBIT “C” COMPENSATION

Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth herein.

### NOT-TO-EXCEED FEE SCHEDULE

The not-to-exceed fee amount is based on the information provided in the RFP. The cost proposal will remain valid for a period of at least 120 days.

Project 1: Citywide Traffic Signal Optimization Project, ST-2023-03				
Task/ Classification	Senior Construction Inspector (Hours)	Labor Compliance Officer (Hours)	Material Testing Services (Hours)	Total Fee
Hourly Rate	\$155.00	\$147.00	\$155.00	-
Task 1: Construction Inspection Services	720	0	0	\$111,600.00
Task 2: Labor Compliance Services	0	216	0	\$31,752.00
Task 3: Material Testing Services	0	0	0	\$0.00
Project Start up and Close out	40	16	0	\$8,552.00
<b>Total Hours</b>	<b>760</b>	<b>232</b>	<b>0</b>	<b>992</b>
<b>Total NTE Cost</b>	<b>\$117,800.00</b>	<b>\$34,104.00</b>	<b>\$0.00</b>	<b>\$151,904.00</b>

Project 2: City Hall Veterans Memorial Improvements Project, FC-2023-09				
Task/ Classification	Senior Construction Inspector (Hours)	Labor Compliance Officer (Hours)	Material Testing Services (Hours)	Total Fee
Hourly Rate	\$155.00	\$147.00	\$155.00	-
Task 1: Construction Inspection Services	300	0	0	\$46,500.00
Task 2: Labor Compliance Services	0	90	0	\$13,230.00
Task 3: Material Testing Services	0		62	\$9,610.00
Project Start up and Close out	40	16	0	\$8,552.00
<b>Total Hours</b>	<b>340</b>	<b>106</b>	<b>62</b>	<b>508</b>
<b>Total NTE Cost</b>	<b>\$52,700.00</b>	<b>\$15,582.00</b>	<b>\$9,610.00</b>	<b>\$77,892.00</b>

Project 3: Old PD Building Demolition Project, FC-2023-09				
Task/ Classification	Senior Construction Inspector (Hours)	Labor Compliance Officer (Hours)	Material Testing Services (Hours)	Total Fee
Hourly Rate	\$155.00	\$147.00	\$155.00	-
Task 1: Construction Inspection Services	960	0	0	\$148,800.00
Task 2: Labor Compliance Services	0	144	0	\$21,168.00
Task 3: Material Testing Services	0	0	44	\$6,820.00
Project Start up and Close out	40	16	0	\$8,552.00
<b>Total Hours</b>	<b>1000</b>	<b>160</b>	<b>44</b>	<b>1204</b>
<b>Total NTE Cost</b>	<b>\$155,000.00</b>	<b>\$23,520.00</b>	<b>\$6,820.00</b>	<b>\$185,340.00</b>

<b>Project 4: Victoria Park Splashpad Project, FC-2023-12</b>				
<b>Task/ Classification</b>	<b>Senior Construction Inspector (Hours)</b>	<b>Labor Compliance Officer (Hours)</b>	<b>Material Testing Services (Hours)</b>	<b>Total Fee</b>
<b>Hourly Rate</b>	<b>\$155.00</b>	<b>\$147.00</b>	<b>\$155.00</b>	<b>-</b>
<b>Task 1: Construction Inspection Services</b>	360	0	0	\$55,800.00
<b>Task 2: Labor Compliance Services</b>	0	108	0	\$15,876.00
<b>Task 3: Material Testing Services</b>	0	0	78	\$12,090.00
<b>Project Start up and Close out</b>	40	16	0	\$8,552.00
<b>Total Hours</b>	400	124	78	602
<b>Total NTE Cost</b>	<b>\$62,000.00</b>	<b>\$18,228.00</b>	<b>\$12,090.00</b>	<b>\$92,318.00</b>

<b>Project 5: South Mall Parking Lot Rehabilitation Project, ST-2025-07</b>				
<b>Task/ Classification</b>	<b>Senior Construction Inspector (Hours)</b>	<b>Labor Compliance Officer (Hours)</b>	<b>Material Testing Services (Hours)</b>	<b>Total Fee</b>
<b>Hourly Rate</b>	<b>\$155.00</b>	<b>\$147.00</b>	<b>\$155.00</b>	<b>-</b>
<b>Task 1: Construction Inspection Services</b>	240	0	0	\$37,200.00
<b>Task 2: Labor Compliance Services</b>	0	72	0	\$10,584.00
<b>Task 3: Material Testing Services</b>	0	0	82	\$12,710.00
<b>Project Start up and Close out</b>	40	16	0	\$8,552.00
<b>Total Hours</b>	280	88	82	450
<b>Total NTE Cost</b>	<b>\$43,400.00</b>	<b>\$12,936.00</b>	<b>\$12,710.00</b>	<b>\$69,046.00</b>

<b>Project 6: Annual Pavement Rehabilitation Project, ST- 2025-26</b>				
<b>Task/ Classification</b>	<b>Senior Construction Inspector (Hours)</b>	<b>Labor Compliance Officer (Hours)</b>	<b>Material Testing Services (Hours)</b>	<b>Total Fee</b>
<b>Hourly Rate</b>	<b>\$155.00</b>	<b>\$147.00</b>	<b>\$155.00</b>	<b>-</b>
<b>Task 1: Construction Inspection Services</b>	1200	0	0	\$186,000.00
<b>Task 2: Labor Compliance Services</b>	0	180	0	\$26,460.00
<b>Task 3: Material Testing Services</b>	0	0	184	\$28,520.00
<b>Project Start up and Close out</b>	40	16	0	\$8,552.00
<b>Total Hours</b>	1240	196	184	1620
<b>Total NTE Cost</b>	<b>\$192,200.00</b>	<b>\$28,812.00</b>	<b>\$28,520.00</b>	<b>\$249,532.00</b>

**SUMMARY OF NOT-TO-EXCEED FEE**

<b>Summary of Not-to Exceed Fee</b>	
<b>Task/ Classification</b>	<b>Total Fee</b>
Citywide Traffic Signal Optimization Project, ST-2023-03	\$151,904.00
City Hall Veterans Memorial Improvements Project, FC-2023-09	\$77,892.00
Old PD Building Demolition Project, FC-2023-09	\$185,340.00
Victoria Park Splashpad Project, FC-2023-12	\$92,318.00
South Mall Parking Lot Rehabilitation Project, ST-2025-07	\$69,046.00
Annual Pavement Rehabilitation Project, ST- 2025-26	\$249,532.00
<b>TOTAL</b>	<b>\$826,032.00</b>

**EXHIBIT “D”  
FEDERAL REQUIREMENTS**

Pursuant to funding from American Rescue Plan Act of 2021(ARPA). The Consultant and all subconsultants shall comply with all applicable federal and state laws, rules, and regulations, including but not limited to the ARPA funding requirements and Code of Federal Regulations Title 2, Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, (<https://www.ecfr.gov/current/title-2/part-200/appendix-Appendix%20II%20to%20Part%20200>). For reference purposes only such requirements shall include, but are not limited to:

- a. Contracting with Small and Minority Businesses, Women’s Businesses and Labor Surplus Area. Consultant and its subconsultants must take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:
  - i. Placing qualified small and minority owned businesses and women’s business enterprises on solicitation lists;
  - ii. Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;
  - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
  - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises;
  - v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and Minority Business Development Agency of the Department of Commerce; and
  - vi. Requiring the consultant, if subcontracts are to be let, take the affirmative steps listed in paragraphs i. through v. of this section.
  
- b. Debarment and Suspension. The requirements set forth in 2 CFD Part 180 and 2 CFR Part 3000 are incorporated herein by reference. Consultant is required to verify that none of the Consultant’s principals (defined at 2 CFR § 189.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935). Consultant and its subconsultants must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C and must include a requirement to comply with these regulations in any subcontract or lower tier covered transaction it enters into.
  
- c. New Restrictions on Lobbying. Consultant and its subconsultants shall comply with all applicable requirements of 43 CFR 18, New Restrictions on Lobbying.

- d. System for Award Management (SAM) and Universal Identifier Requirements. Consultant and its subconsultants shall have a unique entity identifier and be registered in SAM (SAM.gov/content/entity-registration).
- e. Procurement of Recovered Materials. Consultant and its subconsultants shall comply with the applicable requirements set forth in Section 6002 of the Solid Waste Disposal Act. Contractor shall make the maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired either, (1) competitively within a timeframe providing for compliance with the Agreement performance schedule; (2) meeting Agreement performance requirements; or (3) at a reasonable price.
- f. Domestic Preferences for Procurements. Consultant and its subconsultants shall comply with all applicable requirements of 2 CFR 200.322 domestic preferences for procurements. As appropriate, and to the extent consistent with law, Consultant should, to the greatest extent possible provide a preference for the purchase, acquisition, or use of goods, products, or materials in the United States. This includes, but is not limited to iron, aluminum, steel, cement and other manufactured products.
- g. Clean Air Act. The requirements set forth in the Clean Air Act (42 U.S.C. 7401 et seq.) are incorporated herein by reference and Consultant shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act as amended. Consultant agrees to report each violation to the City and Regional Office of the Environmental Protection Agency (EPA). Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance funds.
- h. Federal Water Pollution Control Act. The requirements set forth in the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.) are incorporated herein by reference and Consultant shall comply with all applicable standards, orders or regulations pursuant to the Federal Water Pollution Control Act. Consultant agrees to report each violation to the City and Regional Office of the Environmental Protection Agency (EPA). Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance funds.
- i. Access to Records. Consultant agrees to provide City and the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers and records of the Consultant which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or copy excerpts and transcriptions as reasonably needed.
- j. Reporting Requirements. Upon execution of this Agreement and until three years following final disbursement, Consultant and its subcontractors shall maintain records pertaining to this Agreement for each covered worker and make available for inspection to the City upon request.
- k. Prohibition on Contracting for Covered Telecommunications Equipment or Services. Consultant and its subcontractors shall comply with all applicable requirements of 2 CFR

200.216 prohibition on certain telecommunications and video surveillance services or equipment from certain entities for national security reasons. Unless an exception applies, Consultant and its subcontractors may not use federal assistance grant, cooperative agreement, loan or loan guarantee funds to procure any equipment, system or service or enter into, extend or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Pursuant to Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).