

CITY OF CORONA

**PROFESSIONAL SERVICES AGREEMENT
WITH FALCON ENGINEERING SERVICES, INC. FOR
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES**

(MCKINLEY STREET GRADE SEPARATION PROJECT)

1. PARTIES AND DATE.

This Agreement is made and entered into this **7th** day of **April, 2021** (“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 **FALCON Engineering Services, Inc.**, a California corporation, with its principal place of business at **341 Corporate Terrace Circle, Suite 101, Corona, California 92879** (“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 construction management and inspection 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 McKinley Street Grade Separation Project (“Project”) as set forth in this Agreement. The Project is more particularly described in Exhibit “A” attached hereto and incorporated herein by reference.

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 Management and Inspection consulting services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto. 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 **April 7, 2021** to **September 30, 2023** (“Term”), unless earlier terminated as provided herein. Consultant shall complete the Services within the Term of this Agreement and shall meet any other established schedules and deadlines. The City has the right to extend the Term of this Agreement, in its sole discretion and under the same terms and conditions, for additional one (1) year periods (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: **Wael Faqih, PE, Hugh Smith, PE, Scott Walker, PE, Dan Fitzwilliam, PE, Farzad Tasbihgoo, PE, Mick Bartholomew, PE, Ahmad Faqih, PE, Bob Vasquez, PLS and Hashmi Quazi, PE.**

3.2.5 City's Representative. The City hereby designates **Savat Khamphou, PE, PLS, Assistant Public Works Director/City Engineer** or his 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 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 **Wael Faqih, PE,** or his 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 subconsultants 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 sub-sections.

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 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.

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:

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(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 subconsultants 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 **\$3,000,000** per occurrence or claim, **\$5,000,000** aggregate.

3.2.10.4 Railroad Protective Liability Insurance. Upon receiving written and signed direction from the City's Representative to obtain and provide Railroad Protective Liability Insurance, Consultant shall obtain and provide the City said Railroad Protective Liability Insurance policy within sixty (60) Days naming only **BNSF** as the Insured with coverage of at least **\$5,000,000** per occurrence and **\$10,000,000** in the aggregate. The policy shall be issued on a standard ISO form CG 00 35 12 04 and include the following:

- Endorsed to include the Pollution Exclusion Amendment
- Endorsed to include the Limited Seepage and Pollution Endorsement.
- Endorsed to remove any exclusion for punitive damages.
- Endorsed to include Evacuation Expense Coverage Endorsement.
- No other endorsements restricting coverage may be added.
- The original policy must be provided to **BNSF** prior to performing any work or services under this Agreement

- Definition of “Physical Damage to Property” shall be endorsed to read: “means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured’ care, custody, and control arising out of the acts or omissions of the contractor named on the Declarations.

As used in this paragraph, “**BNSF**” means “Burlington Northern Santa Fe, LLC”, “BNSF RAILWAY COMPANY” and the subsidiaries, successors, assigns and affiliates of each. No Payment will be provided by the City for procurement of the Railroad Protective Liability Insurance without the City Representative’s written and signed direction.

3.2.10.5 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.

3.2.10.6 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.

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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.

3.2.10.7 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.

3.2.10.8 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.

3.2.10.9 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.

3.2.10.10 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.

3.2.10.11 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.

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

3.2.10.13 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.

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 **Ten Million Three Hundred Ninety-four Thousand Six Hundred Fifty-seven Dollars and Eighty Cents (\$10,394,657.80)** (“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, including any expenses expressly authorized in Exhibit “C” attached hereto.

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 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 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/. 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 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:

FALCON Engineering Services, Inc.
341 Corporate Terrace Circle, Suite 101
Corona, CA 92879
Attn: Wael Faqih, PE

City:

City of Corona
400 South Vicentia Avenue
Corona, CA 92882
Attn: Savat Khamphou, PE, PLS
Assistant Public Works Director/City Engineer

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 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

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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.

[SIGNATURES ON NEXT 2 PAGES]

CITY'S SIGNATURE PAGE FOR
CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH FALCON ENGINEERING SERVICES, INC. FOR
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES
(MCKINLEY STREET GRADE SEPARATION PROJECT)

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

CITY OF CORONA

By: _____
Savat Khamphou, PE, PLS
Assistant Public Works Director/City Engineer

Reviewed By:

Peter Ramey
Engineering Consultant

Reviewed By:

Norman Bush
Purchasing Manager

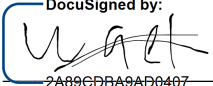
Attest:

Sylvia Edwards, City Clerk
City of Corona, California

CONSULTANT’S SIGNATURE PAGE FOR
CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH FALCON ENGINEERING SERVICES, INC. FOR
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES
(MCKINLEY STREET GRADE SEPARATION PROJECT)

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

FALCON ENGINEERING SERVICES, INC.
a California corporation

By: 
2A89CDBA9AD0407...
Wael Faqih, PE
Vice President

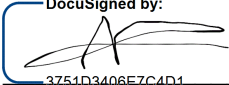
By: 
3754D3406E7C4D1...
Ahmad Faqih, PE
Secretary

EXHIBIT "A"

SCOPE OF SERVICES

A. PROJECT DESCRIPTION

The McKinley Street Grade Separation Project proposes to construct a new four-lane overhead grade separation at the BNSF Railway double tracks near the McKinley Street intersection with Sampson Avenue. The project limits extend from the SR-91 interchange on the north side to Magnolia Avenue on the south side. A new network steel tied arch bridge will cross over the railroad tracks, Arlington Channel, and Sampson Avenue. The Project will also include new connector road facilities in the northeast and northwest quadrant of the McKinley Street/Sampson Avenue intersection and approximately four hundred (400) feet of reconstruction of Estelle Street west of McKinley Street. The Project will also realign and widen the SR-91 eastbound off-ramp and reconstruct the SR-91 eastbound loop on-ramp and eastbound slip on-ramp entrances.

It is also anticipated the Project will include the relocation of several underground utility facilities prior to and during the construction of the proposed Project improvements. Due to the proposed elevations of the grade separated railroad crossing, the Project includes reconstruction/reconfiguration of multiple private property driveway entrances and parking areas along McKinley Street, Estelle Street, and Sampson Avenue. Additionally, the City will procure a separate contractor from the proposed Project contractor to demolish and remove two existing buildings in conflict with the proposed improvements ("Pre-Construction Demolition Contractor"). Consultant shall not manage the Pre-Construction Demolition Contractor, but shall manage all work of the Project construction contractor and specialty subcontractors, including their demolition work.

The work to be performed by the general construction contractor and specialty subcontractors includes furnishing products, labor, tools, transportation, and services to construct and complete all roadway improvements, retaining walls and concrete structures, and the steel bridge for the proposed grade separated improvements, including, but not limited to:

1. Demolishing miscellaneous roadway, landscape, hardscape and improvements within the project limits.
2. Constructing new storm drain, potable/non-potable water, and sanitary sewer underground infrastructure.
3. Constructing all roadway improvements including light weight cellular concrete structure fill, excavation/compaction/backfill, PCC concrete curbs/sidewalks/ driveways, and asphalt concrete improvements.
4. Constructing all pre-cast panel and MSE retaining wall systems.
5. Installation of CIDH piles, bridge abutments and PCC concrete structural retaining systems necessary to support the proposed bridge.
6. On-site prefabrication, movement, and pre-fabrication of the proposed

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steel tied arch bridge.

7. Construction of a water quality basin, numerous water quality best management practice treatment control devices, and miscellaneous drainage features.
8. Installation of landscape and irrigation facilities.
9. Modification/installation of traffic signals and equipment at numerous intersections
10. Installation of proposed streetlight system including streetlights, conductors, conduit, pull boxes and appurtenances.
11. Providing the City documentation and as-built schematics and notes pertinent to Project Closeout.

The Pre-Construction Demolition Contractor will be hired through a separate demolition contract prior to mobilization for the general contractor to construct improvements listed above.

Final design plans and specifications will be completed by the City's design consultant by March, 2021. The City intends to pre-qualify the general contractor and steel bridge special subconsultants prior to advertising of the construction of the Project. Bid advertising for the general construction of the Project is planned to begin in late-April 2021 and award of contract planned for late-June 2021.

It is anticipated that the Consultant will be issued a Notice to Proceed in April, 2021.

The pre-construction meeting for the general construction contractor is anticipated to occur in July, 2021.

B. SCOPE OF SERVICES

The Consultant, acting as an agent of City, shall provide construction management, inspection, administrative, land surveying, biological/archeological/paleontological monitoring, geotechnical and materials testing, public outreach and related services as required to manage the construction contract and monitor and coordinate activities of the Contractor to complete the Project in accordance with City 's objectives for cost, time, and quality. The Consultant shall provide sufficient organization, personnel, and management to carry out the requirements of the City. Consultant shall provide all necessary instruments, tools, and safety equipment required for their personnel to perform their work accurately, efficiently, and safely.

In addition to the requirements specified elsewhere in this Agreement, the following also shall apply:

1. Consultant shall conform to the safety provisions of OSHA's

Construction and Safety Manuals.

2. Consultant 's personnel shall wear safety hard hats, safety vests, safety glasses, steel-toed shoes, or other approved attire at all times while working in the field.
3. Consultant shall provide appropriate safety training for all Consultant's personnel required to work on and near the Projects site.
4. All safety equipment and personnel protective devices and gear shall be provided by the Consultant.

Under the direction of the City's Consultant Project Manager ("City's PM"), the Consultant shall perform construction management, inspection, land surveying, soils and materials testing, biological/archeological/paleontological monitoring, and public outreach services, as well as office engineering and field calculations to support the construction of the Project.

Task 1 – CONSTRUCTION MANAGEMENT

1.1 Construction Management

1.1.1. Project Controls System Development

Purpose:

To develop an integrated cost and schedule information system to provide up to date and accurate information regarding schedule, budgets, expenditures, and change orders to engineer managers, contractors, Caltrans, and the City.

The master schedule of the Project Controls System ("PCS") will enable critical activities and interrelationships between the contractors, suppliers, the City, the City's PM, design engineers, environmental monitors, CHP, utility companies, biologist and construction manager (including its subcontractors) to be monitored efficiently during the construction phase of the project. The master schedule will identify permit constraints, work area restrictions and other known work and/or coordination constraints.

The cost-monitoring element of the PCS will enable project-wide monitoring of expenditures for comparison with the original budgets and budget updates resulting from change orders processed during the life of the project. Monthly reporting will enable accurate cost forecasting at any time.

The automation of the above information will enable timely analysis, intervention, and decision making to enable efficient control of the project.

Approach:

Consultant will develop the PCS using software similar to Primavera P6 and

Expedition, Microsoft *Word* and *Excel* software. A master schedule will be developed summarizing all significant activities of project related entities including the contractor, equipment suppliers, the City's Project Manager, design consultants, biologist, and the construction manager. The schedule will be structured to include the following:

- Primary contractor work activities, including major submittals required accomplishing the work.
- Principal work activities of the Consultant construction manager, the City's Project Manager, design consultants, biologist, contractors, and suppliers.
- Activities necessary for regulatory compliance.
- Activities related to utility relocations.
- Relationships between submittals, approvals, procurement, and delivery of materials.
- Milestones associated with permitting and approvals.
- Any activity requiring coordination with the City, Cities, Caltrans oversight, and other local utility/regulatory agencies.
- Substantial and final completion dates.

The cost accounting format will use a work breakdown structure and cost categories that will be compatible with the City's cost accounting system. The work breakdown structure will be based on contractor's activities and will provide the basis for cost-loading activities in the schedule.

Assumptions:

1. The initial master project schedule will be developed based on information available before the award of contracts for construction.
2. The City will provide a description of the City invoicing requirements and guidelines for project work breakdown structure and cost reporting format.
3. City will provide copies of all consultant contracts including scope of services and budgets.

Deliverables:

1. Implementation of Project Control System.
2. Draft master project schedule.
3. Initial master project schedule following review and approval by the City.

4. Initial project cost.

1.1.2. Monthly Project Progress Meetings and Reports

Purpose:

To apprise City management and other stakeholders of Consultant's activities under this contract via written report and monthly meeting.

Approach:

Consultant will provide a brief written report covering a summary of the status and expenditures associated with each of the tasks described in this scope of work; including highlights of any unusual contractual issues that arise during the reporting period and a listing of approved work that is beyond the boiler plate scope with a determination of who is responsible for the associated additional costs (contractor, project, etc.).

Consultant will schedule monthly progress meetings, which will provide for discussion of progress reports and issues related to (a) this agreement and (b) the construction agreements.

Assumptions:

1. The project monthly progress report will be provided throughout the contract period for an estimated duration of 24 months.
2. A regular monthly meeting date and time will be established. Meeting date is typically the first week of each month, the same day of the week, i.e., Monday, Tuesday, etc.
3. Written progress reports will be provided to the City at least 5 working days in advance of each progress meeting.
4. City to submit proposed changes/amendments to the monthly progress reports, in writing, to Consultant for its use.
5. Additional project budget expenditures determined to be the responsibility of the contractor will be addressed quarterly with adjustments being made to progress payments.

Deliverables:

1. Monthly project progress report that also includes a brief analysis of Contractor's monthly updates to the schedule and budget as well as a brief discussion on the review of Time Impact Analysis documentation from Contractor.
2. One page summary report.
3. Monthly progress review meetings with minutes/summaries.

1.1.3. Document Management System

Purpose:

To establish a system for the timely logging, filing, and tracking of project related correspondence to assure timely responses, and provide a record of communications to enable efficient retrieval and establish the chronology of events for use in dispute resolution.

Approach:

Consultant will set up a document tracking system; using software similar to Primavera and *Expedition* to maintain project files.

Assumptions:

1. Actual logging, filing, and tracking of project information will be performed under separate tasks and subtasks.
2. The Consultant's File Index will conform to the Caltrans filing numbering system.

Deliverables:

Implementation of a computerized document management system that includes written procedures for use of the engineer project team.

1.1.4. Subconsultant Management

Purpose:

To coordinate and manage subconsultant services contracted with Consultant. Subconsultants include inspectors, surveyors, landscape architects, materials testing consultants, biologists, and/or others, to be determined at a later date and secured at reasonable rates.

Approach:

Consultant will coordinate and manage the utilization of subconsultants for the City in order to comply with the terms of the contract documents and the requirements of regulatory agencies.

At the City's direction, Consultant will negotiate and enter into subconsultant agreements with select subconsultants.

Consultant will work with consultants contracted directly with the City. Consultant will review and approve invoices provided by City consultants and forward said invoices to the City for approval and processing and payment.

Assumptions:

1. The City will retain final approval rights over invoices for City

- contracted consultants.
2. All costs associated with Consultant's subconsultant services will be billed to the City in conjunction with Consultant's services on a monthly basis.

Deliverables:

1. Copies of all sub consultant reports. Original reports will remain with Consultant until project closeout, at which time all originals will be forwarded to the City with the project documentation.
2. Copies of all subconsultant invoices billed through Consultant.
3. Original invoices reviewed and approved by Consultant for City contracted consultants.

1.2. Pre-Construction Phase Services

Consultant shall provide specialized services during the project Pre-Construction phase, including the bidding periods of the project. These services are intended to involve the construction manager early in the project and to provide advanced planning for construction phase activities.

1.2.1. Constructability Review

Purpose:

To provide the City and Consultant with reasonable assurance that project can be adequately constructed as indicated on the Design Plans and to endeavor to minimize contract change orders and reduce the project schedule to the extent possible. To enable changes to be made to the Project Documents by the Design Engineer before the construction contract bids are due.

Approach:

Consultant will perform a constructability review of the project, analyzing the phasing and staging of project construction for conflicts and to minimize the disruption to traffic and local business concerns. Review of the Project Plans (including construction notes), the Project Specifications, Estimates, and applicable permits and technical reports for the Project is required for a thorough understanding of the project. Consultant will also perform an Independent Quantity Take-off of the major items of work on the Project.

Assumptions:

The Project Plans, Project Specifications and Engineer's Estimate are essentially complete and ready for advertisement.

Deliverables:

1. Constructability comments and report for review by the City and Design Engineer. Consultant will provide two (2) copies of the

- comments and report.
2. The Independent Quantity Take-off with comments and supporting calculations, wet stamped and signed by Consultant's Engineer in Responsible Charge.

After City and Design Engineer have reviewed and/or made changes, log changes made and changes not made in the project records.

1.2.2. Pre-Construction Coordination

Purpose:

In order to minimize the project construction time there will be a need to have a concentrated effort to do as much non-contract work in advance of the contractor moving on site and to coordinate with other projects in the vicinity.

Approach:

Consultant will coordinate with other agencies, companies, other contractors, local residents and the contractor to ensure that there are no delays to the start of construction. This will involve close coordination with utility companies to ensure that any relocation work done prior to construction is properly managed. Also, Consultant needs to assist the utility companies to plan any relocation work scheduled during construction. Once the low bid contractor is selected Consultant is to work closely with the construction team to ensure that they obtain all necessary approvals, permits, supplies, etc.

Consultant will need to be aware of other public and private construction projects in the vicinity and ensure that there is close coordination between the projects.

1.2.3. Construction Management Plan

Purpose:

To provide the City and Consultant with uniform procedures and standards for the administration of the construction contract.

Approach:

Consultant will develop a procedures manual that is usable for the construction project utilizing the *Caltrans Construction Management Manual* and portions of the *Local Assistance Manual*. The Manual will be a compilation of both manuals, using various parts from both manuals as appropriate and incorporating a section concerning emergencies. The City approved manual will be used by the City, as it deems appropriate.

Assumptions:

The final project manual will be bound in a three ring binder to facilitate future revisions.

Deliverables:

1. Draft project manual for review by the City. Consultant will provide two (2) copies of the draft.
2. After review and comments, provide two (2) hard copies and an electronic file (PDF or .docx) of final project manual to the City.

1.2.4. Contract Bidding Support

Purpose:

To provide support to the City during the Bidding Phase of the project to insure bid documents are satisfactory and complete, and selection of the contractor follows proper standards and procedures as well as applicable CFRs.

Assumptions:

Consultant will be available as needed to coordinate activities, review documents, provide recommendations and attend meetings during the Bid document preparation and Contract Bidding phase.

Deliverables:

Consultant will:

1. Assist the City to pre-qualify bidders and major sub-bidders and develop bidder's interest in the project. Assist the City in issuing bidding documents.
2. Attend pre-bid conferences and provide information to bidders regarding County expectations of them throughout the project duration and familiarize bidders with the bidding documents, proposed management techniques and with any special systems, materials or methods.
3. Assist the City and Design Engineers with the receipt of questions and timely responses to bidders.
4. Assist in the review and preparation of Addenda to be issued to the Bidders.
5. Assist in the bid analysis including accuracy of bids, identifying the lowest responsive bidder, checking references and other bid forms and make recommendations to the City for the award of contracts and/or rejection of bids.
6. Conduct a pre-construction "kick-off meeting" that includes all agencies, utilities, and contractors that will be participating in the Project. Attend any other pre-construction meetings that may be required.

1.2.5. Local Assistance Documentation / Federal Contract Management Requirements

Purpose:

To assist the City in field observation, testing and preparation of documentation required for compliance with FHWA Contract Management Requirements as detailed in the Caltrans's Local Assistance Procedures Manual and applicable CFRs.

Approach:

Consultant, in conjunction with the City will review the Local Assistance Procedures Manual to insure that all contract administration procedures, documentations, and filing systems are in accordance with the Local assistance Procedures Manual. Subsections included in various chapters have been discussed in detail throughout the sections of the Scope of Services for this project:

Chapter 1, Introduction and Overview

Chapter 5, Invoicing

Chapter 7, Field Review

Chapter 12, Plans, Specifications & Estimate

Chapter 14, Utility Facility

Chapter 15, Advertise and Award Project; including the following sections:

Approval for Local Agency to Administer Projects. Design Professional's obligations for indemnities defense related costs shall not exceed the design professional's proportionate percentage of fault."

Project Advertisement,

Contract Bid Opening

Contract Award

Award Package

Chapter 16, Administer Construction Contracts, including the following:

Project Supervision and Inspection

Pre-Construction Conference and Partnering

Contract Time

Subcontractors

Engineer's Daily Reports

Project Files

Construction Records and Accounting Procedures

Safety Provisions

Labor Compliance

Equal Employment Opportunity
Contract Change Orders
Quality Assurance Program
Contract Claims
Traffic Safety in Highway and Street Work Zones
Construction Engineering Review by the State.
Chapter 17, Project Completion includes the following:
Final Inspection Procedures for Federal-Aid Projects
“As-Built” plans
Report of Expenditures
Consequences for Non-Compliance
Chapter 19, Oversight and Process Reviews
Chapter 20, Deficiencies and Sanctions

All the above Chapters and sections have specific formats, checklists, and procedures that must be implemented as required by the Local Assistance Procedures Manual and Contract Provisions.

The City and Consultant will incorporate specific deliverables within Consultant’s scope of services and designate the party or parties responsible.

Assumptions:

The City will review Consultant’s Contract scope of services and deliverables to ensure that all tasks required are identified and an individual party is assigned responsibility for that task.

Deliverables:

Individual tasks required for compliance with the Local Assistance Procedures Manual are identified as specific tasks including all required checklists, forms, filing system, procedures for progress payments, change orders, claims, correspondence, as-builts, reporting, permit compliance, permit renewals, final invoicing and claims mitigations and resolutions.

Compliance with the Caltrans Construction Manual, Federal CFRs, Traffic Manual, MUTCD, ADA Guidelines, CAL OSHA Safety Orders, SWPPP & PMP preparation Handbook, and all Bridge Manuals is also required, as applicable.

1.2.6. Pre-construction Walk Thru

Purpose:

To review, document and agree to the existing conditions of the project site and neighboring area conditions prior to the start of construction.

Approach:

Prior to the issuance of a Notice to Proceed, Consultant, the Contractor, utility company representatives, biologist, archaeologists, and City will walk the entire project and record existing conditions via a written log, still photographs, and videotape where required. Consultant will provide copies of all documentation to the Contractor and the City. Consultant will keep documentation originals in the project files until project completion.

Assumptions:

Project walk will not take longer than two days with approximately the same amount of time to log, file and copy the information.

Deliverables:

A written log, still photographs and any videotape depicting existing site conditions, as recorded prior to the start of construction.

1.2.7. Environmental Compliance Prior to Start of Construction

Purpose:

To maintain compliance with permitting agency guidance and Special Provisions. Please see individual permits for more detailed information regarding activities, submittals, and reporting.

Assumptions:

That these activities will occur prior to the start of construction.

Deliverables:

1. Submit to USFWS and CDFW name of Project Biologist(s) at least 60 days prior to project construction start for approval by USFWS and CDFW.
2. Notify permitting agencies of start of construction as per individual permit conditions.
3. Project Biologist shall implement Worker Environmental Awareness Program to educate on-site workers about sensitive environmental issues. Project Biologist shall provide interpretation for non-English speaking workers.

4. Project Biologist shall conduct all pre-construction surveys in accordance with the environmental document, MMRP and permits for Project within their specific survey time frames. This includes least Bell's vireo, nesting birds, burrowing owl and bats.
5. Project Biologist shall oversee delineation of work boundary with appropriate fencing or flagging. Biologist shall determine and clearly delineate avoidance or buffer areas.
6. At least 60 days prior to construction, Project Biologist shall prepare and submit an Aquatic Species Protection Plan to CDFW.

1.3. Construction Management Services

Consultant, on behalf of the City, will provide construction management services for administration of the construction contract in conformance with the requirements set forth in the State's Construction Manual, State's Local Programs and Procedures Manual, State's Encroachment Permit and the City's requirements. Construction Management services will encompass the Quality Assurance and enforcement of all construction contract requirements. It can be expected that the contractor will be working on site up to 24 hours per day. CM services are to be provided to enforce construction contract requirements.

1.3.1. Pre-construction Conferences

Purpose:

To provide a forum for all essential project participants to meet prior to the start of work. This meeting will outline the City's administration of the contract, introduction of the participants, and record all comments and questions submitted by the contractor. Provides an understanding of the procedures to be used on the project and what the Contractor can expect from the City and its consultants.

Approach:

Consultant will schedule, prepare the agenda, chair and take minutes of the pre-construction meeting. The meeting will outline project specifics and inform the Contractor of project administration procedures.

Assumptions:

1. The City will provide the meeting venue.
2. The City will assist Consultant in developing the attendee list.
3. Consultant will prepare a draft agenda for City approval prior to the meeting.

Deliverables:

1. Written agenda and minutes of pre-construction conference.
2. Electronic copies of pre-construction meeting minutes to the City

- and attendees.
3. Review and comment on contractor's base-line schedule.
 4. Establish ground rules of coordination & communications with contractor and designer concerning the processing and reviewing of submittals and RFI's.
 5. Maintain construction documents per federal requirements and as detailed in Chapters 15, 16, 17 and other relevant Chapters of the Local Assistance procedures Manual.
 6. Discussion of enforcement of DBE requirements.
 7. Discussion of enforcement of Labor Compliance Requirements, including completion federal Labor Compliance Pre-job Checklist.
 8. Discussion of enforcement of Quality Assurance Program
 9. Completion of the Federal Resident Bridge Engineer's Construction Contract Administration Checklist, including all necessary attachments as detailed in Local Assistance Procedures Manual.
 10. Discussion of environmental permits requirements.
 11. Discussion of water quality requirements.
 12. Discussion of utility company requirements.
 13. Preparation of invoices for federal reimbursement.

1.3.2. Communications and Correspondence

Purpose:

To provide for and/or facilitate effective communication, on behalf of the City and among all stakeholders in the administration of the construction contract.

Approach:

Consultant will obtain all pertinent information as required to develop a project directory of all key personnel and stakeholders working on the project. Consultant will develop a graphic chart indicating the proper flow of correspondence. Consultant will log all information received from the Contractor and others, in *Expedition*. Lastly, Consultant will prepare and/or forward appropriate responses, obtaining City approval when required.

Assumptions:

1. Consultant's Correspondence Log will be used for all correspondence received from the City, the Contractor and others.
2. All original correspondence will remain with the engineer project files. Only copies will be distributed, with the exception of shop drawing submittals.
3. Consultant's project files will be turned over to the City upon the conclusion of the project.

Deliverables:

1. Communication flow chart.

2. Written logs of information received from the City, the Contractor, design consultants, biologist, testing firm, citizens and/or others.

1.3.3. Project Changes and Construction Change Order Management

Purpose:

1. To review proposed changes to the project and determine if the change is necessary and/or beneficial to the project, and if such changes constitute a change order.
2. To provide a system for logging and tracking all changes on the project.
3. To provide the City with assurance that the Contractor is not presenting requests to be paid for additional work included in the original contract.
4. To assure the City that the associated extra work costs and time extension requests are fair and reasonable to both the City and the Contractor.

Approach:

Consultant will review potential changes to the project for contractual and technical merit, prepare independent cost estimates and schedule analysis of work, discuss proposed changes with City, and negotiate change order costs with the Contractor. Consultant will prepare change orders with all required support documentation for execution by the City. Consultant will keep the City apprised of cumulative changes in project cost and project duration.

Consultant will negotiate change orders on behalf of the City and will use the following approach in assisting & coordinating the process with the City:

Requests for Changes by the City

1. Consultant will forward a Request for Quote (“RFQ”) to the Contractor for pricing and stipulation of proposed time extension (with Time Impact Analysis if necessary), if requested work can be shown to impact the project’s critical path. The RFQ shall contain a description of the extra work (normally provided by the Designer) to fairly price the work.
2. Consultant will prepare an independent cost estimate of the extra work.
3. Consultant will review the cost quote from the Contractor for completeness, negotiate cost and time extension requests (and TIA) as required and, obtaining City concurrence throughout the process. Obtain City authorization for proceeding with the change, based on definitive cost and time extension values.
4. Should Consultant and the Contractor be unable to negotiate a reasonable price, the City will be consulted prior to directing the work via alternative contract change options such as proceeding on

a time and material basis or proceeding by force account.

Requests for Changes by Contractor

1. Consultant will review requests of proposed cost and/or time impacts (with TIA if necessary) for merit. If Consultant determines the request fails on merit, the Contractor will be informed of the reasons why the request is denied. Should Consultant determine the request has merit; Consultant will proceed with steps 2 and 3.
2. Consultant will prepare an independent cost estimate and schedule analysis of the work.
3. Consultant will negotiate extra work cost and time extensions with the Contractor.
4. Consultant will prepare change order documents for approval and execution by the City.

Assumptions:

1. Consultant will have authority to make minor changes to work that it determines to have no cost or time impacts to the construction project.
2. Consultant will be allowed to use their own judgment regarding how best to handle cost negotiations with the Contractor, but will keep the City informed throughout the process.
3. Consultant will prepare official change order documentation to be processed with the Contractor's regular application for payment.
4. Consultant will transmit electronic copies (MS Word *.docx files) of change order documentation to the City's capital project construction group.
5. Consultant will obtain final approval of all project cost and/or project time changes from the City, and Caltrans prior to authorizing the Contractor to proceed with changes.

Deliverables:

1. Perform quantity, time and cost analysis as required for negotiation of change orders
2. Analyze additional compensation and time extension claims that are submitted during the construction period and prepare responses.
3. Perform claims administration including coordinating and monitoring claim responses, logging claims and tracking claim status.
4. Change order documentation ready for approval and execution by the City.

1.3.4. Monthly Construction Progress Reports

Purpose:

To keep the City apprised of the project status during the prescribed construction period.

Approach:

Consultant will prepare a monthly report that provides construction status to the City and other involved parties. The monthly report shall contain the following:

1. Status of contractor's schedule and what the contractor is doing to maintain or catch up if the schedule has slipped. While the focus will be on critical path items, other items that might become critical will be discussed in the report.
2. Construction and construction manager's costs incurred for the month.
3. Cash flow projections for both the contractor and Construction manager.
4. Identify actual and potential problems associated with the construction project and consult with the City's PM and design engineer.
5. Evaluate Value Engineering Change Proposals ("VECPs") and provide recommendations to the Engineer for acceptance or denial.
6. Potential Issues, pending change orders and executed change orders.
7. Photographs to show construction activities and for clarity regarding special issues.
8. Other information deemed necessary for the City to have a concise understanding of the construction Projects.

Assumptions:

The City will assist Consultant in the initial formatting of the first report.

Deliverables:

1. Monthly progress report.
2. One page summary report for distribution to senior City staff or elected officials.

1.3.5. Schedule Monitoring

Purpose:

To monitor and review the Contractor's schedule, after acceptance of the baseline schedule, so that the project is not being delayed over issues within the control of the Contractor and ensure project is completed by December 31, 2022.

Approach:

Consultant will develop procedures, using available software, to review the Contractor's monthly schedule updates for logic, duration, and resource changes.

Consultant will notify the Contractor of discovered changes and document the Contractor's response, for the record. Consultant will keep the City apprised of the Contractor's current construction schedule.

Assumptions:

Contract specifications will require the Contractor to use Critical Path Method (CPM) scheduling tools/software. The preferred scheduling software is P6 or Suretrak by Primavera. Gantt charts will be strictly forbidden.

Deliverables:

1. Monthly review of contractor's schedule updates and provide a summary to City on schedule status and impact of changes to completion date.
2. Consultant will prepare and transmit to the Contractor, schedule review comments.
3. Monitor and facilitate utility coordination with various utility companies and the Contractor. Incorporate relocations in the schedule and report any delays and impacts to the completion date.

1.3.6. Cost Monitoring

Purpose:

To provide the City with a system that is easy to understand and provides up-to-date cost information for making timely decisions.

Approach:

Using a combination of software like *Expedition* and *Excel*, Consultant will generate spreadsheets and graphs for the purpose of monitoring anticipated and actual cost outlays.

Assumptions:

The City will provide direction regarding desired cost monitoring information and report formats.

Deliverables:

1. Monthly cost monitoring reports in a format to be determined.
2. Monthly progress report for the City describing key issues, cost vs. budget status, and schedule status.

1.3.7. Progress / Coordination Meetings

Purpose:

To provide a forum for the review of the project status, the look-ahead schedule including activity sequence and duration, schedule for delivery of long lead items, outstanding RFIs, submittals, and other project issues.

Approach:

Consultant will conduct weekly progress/coordination meetings, to be attended by the City, the Contractor, Consultant and other invitees. Consultant will request the City and the Contractor to submit agenda items for the meetings. Using the proposed agenda items and agenda items developed in house, Consultant will prepare a comprehensive agenda for the meeting and distribute the agenda to all parties scheduled to attend. Following the meeting, Consultant will distribute meeting minutes, requesting either the concurrence of those who attended, or suggested corrections to the minutes. Minutes will be filed as either approved or amended.

Assumptions:

1. The City's and Contractor's staffs will be able to meet on a regular basis with minimal absences.
2. The meeting room will be able to seat a minimum of 20 people and have video conferencing capabilities, especially while COVID restrictions are in effect.
3. Meetings will not take place more than once a week and will last approximately one and one half hour.
4. The Contractor will submit a look-ahead schedule (3 week) at each meeting.

Deliverables:

1. Agenda with status of open items from previous meetings.
2. Meeting minutes, for review, with action items noted.
3. Amended meeting minutes, if required.
4. Submittal, Issues log, Change Order log and RFI and RFQ working logs.

1.3.8. Payment Recommendations

Purpose:

To verify that the Contractor's request for payment does not represent more than an amount that is reasonable for the work done on a monthly basis. To prepare progress payment recommendations on behalf of the City for work completed and materials stored on hand (if allowed).

Approach:

Consultant will review and approve the Contractor's monthly progress based on the percentage of work activities complete. The Contractor will submit a certified application for payment to Consultant for final review. Once approved, Consultant will prepare a payment application certificate, using software similar to *Excel*, for approval and execution by the City.

Assumptions:

1. The City will make payments in accordance with the contract stipulations and State Law to the Contractor once each month.
2. Consultant will use software that is acceptable to the City for use preparing progress payment application certificates.

Deliverables:

1. Contractor's certified application for payment.
2. Progress payment request documents suitable for approval and execution by the City.

1.3.9. Safety

Purpose:

To review the Contractor's work site safety and notify the Contractor of unsafe conditions, as observed. Implement the CAL OSHA Safety Orders requirements for providing safe work site conditions.

Approach:

Consultant will observe contractors' work area. Contractor is to be informed if unsafe work conditions and/or areas are observed. Immediate shutdown of contractors' work may be required if conditions endanger property and/or life. Random attendance of contractor's tailgate meeting. Consultant will conduct its own bi-weekly staff safety meeting to discuss specific safety procedures and issues relating to current or upcoming construction activities requiring unique safety procedures.

Assumptions:

1. Contract document requires Contractor to submit its safety program and safety officer prior to the start of work
2. Contract documents or Contractor's safety program requires contractor to submit accident reports.
3. Consultant assumes no responsibility for safety of Contractor's work areas.
4. Consultant assumes no responsibility for implementation of Contractor safety program, or its construction means and methods.

Deliverables:

1. Accident reports from Contractor.
2. Bi-weekly safety meeting minutes
3. Copies of safety issues discussed during contractors tailgate meetings.
4. Documentation of unsafe work conditions and/or areas as observed and any shut-down orders.

1.3.10. Traffic Control and Signal Timing

Purpose:

To provide an efficient means for keeping traffic flowing through the site to adjacent residents and businesses during construction.

Approach:

Using a Traffic Engineer, Consultant will provide the necessary expertise to evaluate and modify permanent and temporary traffic controls, including signal timing as necessary to ensure the safe and efficient handling of traffic through the project site. Work with the City and City traffic engineering offices.

Assumptions:

Any City and City desired changes to the traffic handling will be communicated to Consultant in a timely manner.

Any Contractor desired changes to the traffic handling plans will be handled per Section 4.3 of this scope and require City concurrence prior to implementation.

Deliverables:

1. Monitor, review and provide recommendations for modifications to traffic handling during the course of construction.
2. Prepare signal timing charts for traffic signals within and adjacent to project site as necessary to promote improved traffic flow for the various phases of construction and maintain coordinated timing to the extent possible (i.e. time based coordination/gps or wireless communication).
3. Work with the County and City to implement those signal timing charts.
4. Provide a recommended signal timing chart for implementation at project completion based on the ultimate configuration.

1.3.11. Submittal Management and Review

Purpose:

To provide an efficient means of processing and reviewing submittals, including working drawings, shop drawings, product data, sample and other items furnished in accordance with Sections 5-1.02 and 5-1.02A of the State Standard Specifications, from the Contractor and forwarding applicable submittals to the Project Designer as may be appropriate.

Approach:

Using software similar to *Expedition*, Consultant will develop a comprehensive submittal list for distribution to the Contractor and the Designer. Consultant will update and submit status submittal logs for review at each coordination meeting.

Consultant will work with the Contractor and Designer (where applicable) to encourage timely submission, review and approval of submittals as outlined in the Contract Documents, prior to inclusion of submitted materials in the progress of the work. In addition, Consultant will perform the engineering reviews and approvals for working drawings and calculations provided by the Contractor in accordance with Sections 5-1.02 and 5-1.02A of the State Standard Specifications and within the review timeframes as specified in the applicable sections of the contract documents and specifications. The following steps will be taken in reviewing the Contractor's submittals:

1. Log all submittals by Specification Section.
2. Ensure that the Contractor has provided a complete submittal, coordinated with the work of other trades, and that all deviations have been noted. Submittal is returned to the contractor if it is not complete.
3. Construction Manager reviews submittal for general compliance with the specification.
4. Applicable Submittals are forwarded to Designer for formal review. Submittal status is logged.
5. Submittals sent to Designer are returned to Consultant. Submittal status is logged.
6. Consultant to perform engineering review of submittals consisting of working drawings and calculations furnished in accordance with Sections 5-1.02 and 5-1.02A of the State Standard Specifications. Such submittals shall be reviewed and approved by Consultant's Project Resident Engineer ("Project RE") in accordance the above sections, other applicable sections of the State Standard Specifications and the Caltrans Inspection Manuals for the associated work (i.e. Falsework, Prestressing, Trenching and Shoring, etc.).
7. Approved submittals are returned to the Contractor for use in work. Submittal status is logged.
8. Consultant to inform Contractor if a re-submittal is required.

Assumptions:

1. Consultant will not be responsible for errors or omissions in submittal lists.
2. Coordination and submission of submittals in accordance with requirements of the contract is the responsibility of the Contractor.
3. City will provide a listing of submittals to be reviewed by the Designer or others including City staff.
4. Consultant will not make an exhaustive review of Contractor's submittals except as noted above.
5. Consultant will forward to the Designer all submittals designated by the City to be reviewed and approved by Designer. These submittals

are typically for pre-manufactured materials and assemblies specified in the Contract.

Deliverables:

1. Submittal status log.
2. Check Calculations, where required.
3. Copy of all approval letters, approved working drawings, submittals and final submittal log.
4. Request for Information (RFI) Management

1.3.12. Request for Information (RFI) Management and Review

Purpose:

To provide the City with an electronic means of tracking all documents exchanged between the parties involved in the construction of the project.

Approach:

Consultant will use software similar to *Primavera* and *Expedition* and the Consultant File Index modified to conform to the Caltrans filing system to log all documents in the project field office. Documents will be scanned into the document control system and attached to the file index categories. All documents will be filed as an electronic file and hardcopy.

Assumptions:

1. Consultant will use software similar to *Primavera* and *Expedition*.
2. The City may not use the chosen software.

Deliverables:

1. Comprehensive logs of all documents in the project files (electronic and hardcopy). Electronic files shall not require special software to read or access.
2. All hardcopy project documents exchanged on the project between the various parties.
3. Establish and process project control documents to include:
 - Daily inspection and Project RE's diaries
 - Weekly Newsletter and Weekly Statement of Working Days
 - Monthly progress report and monthly progress pay estimate
 - RFI's, Submittals
 - Correspondences with Contractor, Caltrans, Permitting Agencies, Utility Companies, Regulatory Agencies, and other stake holders
 - Survey requests and survey notes
 - Materials receipts, materials testing results, and certificate of compliance
 - Mix designs for PCC, CTPB, AC, AB

1.3.13. Review Certified Payrolls

Purpose:

To verify the Contractor provides certified payroll reports in conformance with the provisions of the contract and applicable State and Federal Law. To verify the certified payroll reports contain information required by the Labor Code.

Approach:

Consultant will receive and review certified payrolls from the Contractor and each of its subcontractors. Consultant will check for the “Statement of Compliance” from the Contractor and/or subcontractors, and spot-check wages for each classification of laborer or craftsperson. Consultant will notify the City and the Contractor of all discrepancies and/or errors and request a corrected Certified Payroll.

Assumptions:

1. Consultant will conduct employee interviews, for the purpose of verifying payment of prevailing wages. Consultant will perform a minimum of one interview per trade, per contractor per month.
2. Consultant will not be held responsible for enforcement of the Labor Code.
3. Consultant will maintain a weekly list of subcontractors working on the project.
4. Consultant will not be responsible for identifying every worker on site.

Deliverables:

Hardcopies of the interviews and notifications of non-compliance and State enforcement issues that may be happening with the contractor.

1.3.14. Storm Water Pollution Prevention Plan (“SWPPP”)

Purpose:

To protect the City from potential fines from regulatory agencies by monitoring contractors' activities regarding pollution prevention controls and/or activities for general compliance with the contractor’s SWPPP Best Management Practices (“SWPPP BMP”).

Approach:

Consultant will ensure the contractor has obtained a WDID, the SWPPP is uploaded, maintenance and other reports are being uploaded, and general relevant documentation is in order. Consultant will observe the contractor’s work area for general compliance with the General Permit for the NPDES / SWPPP, SWPPP BMP and notify the contractor if the pollution prevention controls are not in accordance with the SWPPP. Failure to revise and correct conditions will be cause

to have the City take corrective action. Immediate shutdown of the contractor's work may be required, if conditions are in non-compliance with the SWPPP or other permit conditions.

Assumptions:

1. Consultant will not provide full time inspections of contractor's work areas for compliance with the contractor(s) SWPPP and BMP.
2. Consultant will not be responsible for contractor(s) means and methods for complying with the BMP listed in the SWPPP.
3. Consultant will not be responsible for costs incurred by the contractor(s) for its failure to comply with its SWPPP.
4. Consultant will document site conditions with respect to SWPPP and BMP weekly and maintain a separate file for said reports.

Deliverables:

Contractor(s)' SWPPP monitoring reports and Consultant documentation of site conditions kept in project file for the record.

1.4. Construction Closeout Activities

1.4.1. Contract Closeout

Purpose:

To provide the City with final closeout documentation, including any permit completion documentation.

Approach:

Consultant will turn over all project files, contract correspondence and documents including final logs at time of project completion.

Assumptions:

City will file final Notice of Completion and Acceptance of Work.

Deliverables:

1. Notice of Completion form for City.
2. Notices of Completion for any Permits, including "duplicate" permits for project and documentation showing the NOT has been recorded.
3. Preparation of supporting information for NOT.
4. Copy of the Contractor's performance bond, good for the warranty period.
5. Final project documentation in accordance with the requirements of the Caltrans local assistance manual and FHWA requirements.

1.4.2. Project As-Built Drawings

Purpose:

To provide the City and City with accurate record drawings indicating all changes and as- built conditions.

Approach: In addition to monitoring the Contractor's record drawings, Consultant will maintain a copy of up-to-date contract plans for the purpose of aiding the Engineer of Record in final review of the record drawings.

Assumptions:

1. The Contractor will be responsible for preparing the record drawings in both reproducible and electronic formats.
2. Consultant will assist the Engineer of Record in review and final approval of the as-built record drawings.

Deliverables:

One set of contract drawings indicating recorded changes to the contract, as maintained by Consultant. This set will be in addition to the Contractor's marked up set of contract drawings. Provide one copy of the revised Mylar drawings. The Engineer of Record will prepare the record drawings for the project.

1.4.3. Final Project Report

Purpose:

To provide the City with a written history of the construction contract. The contents of the final report are to fulfill federal requirements for federal financial participation.

Approach:

Consultant will review the project documents and prepare a written report for the City. As a minimum, the report will include the following:

1. Names of all organizations involved with the Projects, i.e., City managers, City, construction manager, contractor and any other parties that may have a significant part in the construction of the projects.
2. Chronological history of the construction effort, to include all significant dates.
3. Contract amounts at bid time with all other bids in tabular form.
4. Change order history, to include summary statement about each change, negotiated cost of each change and other information deemed necessary by Consultant and the City's PM.
5. Summary of Requests for Information, in tabular or matrix form.
6. Summary of outstanding claims not resolved when the notice of completion is filed.

7. Summary of final contract amount.
8. Final DBE Report.
9. Project photographs.
10. "Lessons learned"

Assumptions:

City will provide input to Consultant regarding the form of the final report and federal required documents to be included in the report.

Deliverables:

One hard copy and one electronic file will be provided.

1.4.4. Final Payment, Final Report of Expenditure Checklist

Purpose:

To provide the City with the final contract cost and final balance due the Contractor. Also prepare Report of Expenditure Checklist for federal reimbursement including all necessary attachments.

Approach:

Following completion of the contract work, Consultant will, in accordance with the Designer, determine the final quantities and cost of all outstanding unit price work and all outstanding approved change order work. Consultant will prepare for the City and the Contractor, a final balancing change order quantifying the final contract amount. Contractor will include amount of final balancing change order in submission of last certified application for payment, submitted to Consultant. Once approved, Consultant will forward application for payment to the City for final approval and processing.

Assumptions:

1. There are no outstanding issues or claims.
2. The City is responsible for filing Notice of Completion and addressing all subcontractor claims prior to release of final payment. The City will file the Report of Expenditure Checklist for federal reimbursement.

Deliverables:

1. Final Pay Estimate including finalized bid items, claims, change orders, punch-list items, and corrected shop drawings.
2. Contractor's last certified application for payment with application certificate.
3. Report of Expenditure Checklist with attachments
4. Final report for all funding sources including all attachments similar to a federal standard report.

1.4.5. Audit Support

Purpose:

To assist City during any future audits of the project.

Assumptions:

City may be audited one or more times following project close-out. The City will issue a future task order to pay for support services during any such audits, should they request these services.

Deliverables:

Consultant will participate in the audit process at the City offices and provide any and all documentation from the project as requested by the auditors, and attend meetings as needed.

Task 2 – FIELD INSPECTION

2.1. Inspection and Documentation

Purpose:

To provide the City with documentation of construction activities, duration of activities, manpower and equipment allocation, inspections, and work conditions.

Approach:

Consultant will provide experienced and qualified inspectors (qualified by the State of California Department of Transportation) acceptable to the City, Caltrans and cities. Inspectors will document the Contractors' daily activities, manpower loading, on-site equipment and items considered pertinent to the project. Construction contractor may be working on site 24 hours per day. CM services are to be provided to enforce the construction contract requirements.

Consultant will coordinate and manage the utilization of Consultant's inspectors for the purpose of providing daily inspections and/or special inspections as deemed necessary and beneficial for proper completion of the project, or, at the City's direction, Consultant will negotiate and enter into subconsultant agreements with qualified inspectors including special inspectors, as needed and defined in Task 2.5.

Assumptions:

1. Consultant shall provide inspectors who are experienced and qualified for the inspection required.
2. All inspections will be within the project limits.

Deliverables:

1. The Inspectors will ensure compliance with all aspects of this construction contract by continuously monitoring, evaluating,

- approving or rejecting the contractor's work in accordance with the approved construction contract and Caltrans requirements.
2. Consultant Inspector's daily and/or special inspection reports maintained in the Consultant project files and turned over to the City at the completion of the project. Copies of these daily reports will be submitted on a weekly basis or upon request.
 3. Take and maintain digital photographs and videos as necessary to provide documentation of construction activities. All photos will be logged, dated and kept at the field office in a bound folder (hard copies and CD copy).
 4. Verify field measurements for compliance with contract plans and specifications and provide quantity calculations for progress payments.
 5. Continue to update an As-Built set of plans and review contractor's marked set.
 6. Conduct weekly project meetings, prepare and distribute to all designated parties.
 7. Review the updated construction schedule and maintain record.
 8. Review laboratory, shop and mill test reports of materials and equipment, and coordinate with design engineers as required, to ensure compliance with contract and Caltrans requirements to guard against defects and deficiencies in the project work.
 9. As appropriate, require special inspection or testing, or make recommendations to the City regarding special inspections or testing of work not in accordance with the provisions of the contract documents whether or not such work is fabricated, installed or completed. Subject to review by Caltrans, City and cities, Inspector may reject work which does not conform to the provisions of the contract and approving agencies.
 10. Establish and process job control documents including:
 - Daily inspection diaries
 - Weekly Project RE Newsletter
 - Monthly construction progress payment
 - Request for information
 - Survey requests
 - Materials receipts
 - Weigh master certificates
 - Materials submittals
 - Weekly statements of working days
 - Construction change orders
 - Review of certified payrolls

2.2. Materials Testing, Construction Testing & Quality Assurance Program (“QAP”)

Purpose:

To provide project site and laboratory testing of construction materials used in the project for the purpose of determining quality and acceptability of materials and workmanship incorporated into the project and in compliance with the contract documents.

Approach:

Consultant will coordinate and manage the utilization of the materials and testing laboratory for the purpose of providing laboratory and field-testing of materials in accordance with test methods and frequencies specified in the contract documents, as required by the California Test Methods, and Caltrans’ Quality Assurance Manual.

Assumptions:

1. It is assumed that the City will not provide the Materials Testing services on this contract under the direction of the CM.
2. Consultant shall provide material testers and laboratory technicians who are experienced and qualified for the inspection required.
3. Consultant will ensure the implementation of the Quality Assurance Program for source inspections, materials acceptance, and special inspections as required by the contract.
4. All material testing, materials acceptance and special inspections will be within the project limits or as required by the contract.
5. Contractor must formally request testing in writing. If no formal request is made (at what time), the CM will ensure the contractor will stop the effected work until testing is complete and materials are deemed acceptable.

Note: City may, if they choose, perform part or all of the materials testing.

Deliverables:

1. Laboratory test reports maintained in the Consultant project files and turned over to the City at the completion of the project.
2. Summary sheet of all test reports submitted by others to substantiate compliance with contract documents.
3. Summary sheets of all Certificates of Compliance or source release tags furnished by the Contractor along with the applicable delivered materials at the job site.
4. Testing summary sheets.
5. Coordinate source inspections and special inspections as required by the contract document and the Quality Assurance Program.

2.3. Maintain Photographic and Video Records of Construction Progress

Purpose:

To provide the City with a photographic record of the project, before, during and after construction.

Approach:

Using digital photography, and construction video recording cameras, Consultant will record the Contractor's progress during construction on a daily basis or otherwise as approved by the City. Care will be taken to record all items and/or conditions that have or may have a bearing on claimed extra work. Still photographs will be labeled with captions indicating subject matter, date taken, and any description required to further clarify the item/issue being photographed.

Assumptions:

All photographs will remain at the Consultant office until the end of the project. Video will be recoded and saved as part of the protect records. Video will also be made available to the public via the Project web site. Consultant assumes the City or Contractor will provide poles and/or equipment and appurtenances necessary to facilitate video operations.

Deliverables:

1. A detailed photographic history of all phases of the project will be maintained in an album and the photographs will be indexed for ease of retrieval. Each photograph will be labeled as to location, direction of view, date, time, and description of work. Photos will include, but not be limited to, the following:
 - Showing existing conditions prior to construction
 - When opening or changing a detour
 - Barricade placement
 - Disputed work item
 - Work that has to be duplicated, replaced or removed
 - Completed work.
 - Extra work

2. Construction video cameras, with pan, zoom, tilt capabilities are to be installed prior to construction start and maintained throughout the project. One camera in each quadrant of the interchange shall be place so as to capture the widest range of activity and clearest views of the project to the extent possible. Cameras may be required to be relocated as project phase's change. Coordination with City to provide live video feed via the City web site is required. Consultant is responsible for arranging for an appropriate power source for the cameras. Solar power may be considered.

2.4. Review and Maintain “As Built” Drawings

Purpose:

To provide the City with accurate record drawings for the project.

Approach:

Consultant will monitor the contractor’s required record drawings on a monthly basis. In addition to monitoring the contractor’s drawings, Consultant will maintain a copy of the contract plans for the project. Consultant will ensure that items that may not normally be shown on the contractor’s set of record drawings, but are of importance to the City and Caltrans are included in the as-built drawings. This information is not necessarily construction related, but is project related and may be important in future maintenance and/or construction projects.

Assumptions:

1. Contract documents will require contractor to prepare redline as-built drawings to reflect as-built conditions during the course of construction.
2. The Consultant will be responsible for ensuring the contractor maintains red line changes and will be responsible for making redline changes to one complete set of plans.
3. Consultant will assist in answering questions regarding the red line drawings, providing sketches or other clarifications to the design engineers for preparation of final As-Built record drawings.

Deliverables:

One set of marked up contract drawings. This set will be in addition to the contractor’s marked up set of contract drawings.

2.5. Final Inspection and Punch-list

Purpose:

To identify elements of construction requiring correction prior to final acceptance by the City.

Approach:

Consultant will perform a project inspection of the completed construction following substantial completion. During the inspection, the Consultant will develop a list of contract work requiring correction or rework. The written list of deficient work (punch-list) will be delivered to the City and CONTRACTOR within three (3) working days of the final inspection. The final punch-list will include items to be corrected that were identified previously during the course of construction.

Assumptions:

1. The City will identify any key City or other permitting agency (County, Caltrans, RCFC, etc.) personnel to be included in the final inspection.
2. Consultant will contact and schedule all required final inspection personnel 48 hour prior to the final inspection.
3. Consultant will prepare the final punch-list.

Deliverables:

Final punch-list

2.6. Final Acceptance – Punch List Assistance

Purpose:

To provide the City with reasonable assurance that the work of the project has been completed in compliance with the general intent of the contract documents.

Approach:

Consultant will coordinate a walk-through with the City, the Designer, and the Contractor. Consultant, with assistance from the City and the Designer will prepare a punch list indicating all deficiencies and/or omissions noted in the walk-through. Consultant will then forward the punch list to the Contractor for correction of the work in accordance with timelines defined in the contract. Consultant, in conjunction with the City, will inspect items on the punch list once the Contractor has notified the Consultant that the work is complete. Completed items on the punch list will be signed off by Consultant. Upon completion of the punch list work Consultant will notify the City that the work is complete and forward a copy of the completed punch list.

Assumptions:

Consultant will provide a preliminary punch list of outstanding work items to the Contractor. Consultant will ensure all punch list items are completed prior to requesting a final walk-thru from the City and the Designer.

Deliverables:

Completed and signed-off punch-list submitted to the City with the closeout documents.

2.7. Steel Bridge Construction - Submittal and Component Review

Purpose:

To review the technical submittals and RFIs related to the steel bridge construction and evaluation of the specialized specified components.

Approach:

Consultant will coordinate and manage the utilization of TY-Lin International (“TY-Lin”) and ZT Consulting Group (“ZTC”) for the purpose of providing structural steel and component submittal review and testing for the steel bridge materials to be incorporated into the project. As part of the Consultant’s team, they will act as a technical liaison between the contractor and the designer to facilitate the engineering aspects of the steel bridge. Review of the contractor’s submittals will focus on evaluating the completeness of the information required for the review of the submittal by the EOR. The review will also evaluate if the information provided in the contract documents is complete or if any additional information needs to be provided by the EOR for the contractor to complete the submittals. Review of the EOR’s comments and RFI responses will be evaluated for completeness and clarity.

Assumptions:

1. The contractor’s construction engineer will have experience in similar bridge types and complex geometry control.
2. The EOR will have a contract for design services during construction and experience in performing detailed review of submittals.
3. The contractor’s means and methods will not significantly alter the design intent of the contract documents.
4. The duration of the steel bridge construction portion of the contract will be 17 months after which these services will no longer be needed.
5. Consultant has assumed COVID-19 screening tests prior to domestic (inside of the U.S.)/foreign flights (destinations outside of the U.S.), both to and from travel destinations, up to 72 hours in advance of travel. Quarantine time outside of the 72-hour period is not included in this scope of services.

Deliverables:

1. Virtual attendance and construction meetings related to the steel bridge
2. In person witnessing of testing for specialty components:
 - Cable stay break test – 1 day each at 2 different test sites
 - Steel fabrication facility – 1 day at shop
 - Seismic Protection Unit – 1 day at test site
3. In person witnessing of key construction milestones
 - Project kickoff – construction kick-off at bridge site
 - Arch Erection - 1 day at bridge site
 - Hanger Installation – 3 days at bridge site
 - Hanger stressing – 3 days at bridge site
 - Bridge move – 2 days at bridge site

- Hanger testing and Bridge certification - 1 day at bridge site
 - Project delivery – opening day at bridge site
4. Submittals evaluation
- Erection sequence
 - Working drawings
 - Bridge Staging Area
 - Steel Shop Drawings
 - Cable Stay Drawings
 - Bridge Temporary Work Plan
 - SPU shop drawings
 - Bearing shop drawings
 - Stay Cable Testing Plan
 - Geometry Control Plan
 - Stay Handling Plan
 - Bridge Move Documents
 - SPMT & Monitoring Plan
 - Stay Stressing Plan
 - Post move bridge inspection plan
 - Bridge certification document
 - As-built plans for steel bridge
5. Steel Bridge RFI's and responses review

2.8. Steel Bridge Component and MSE Wall Source Inspection

Purpose

Consultant will coordinate and manage the utilization of ZTC for the purpose of providing structural steel and component review and testing for the steel bridge materials to be incorporated into the project. As part of the Consultant's team, they will act as a technical liaison between the contractor and the designer to facilitate the engineering aspects of the steel bridge. Performing Quality Assurance ("QA") and Source Inspection (Special/Shop Inspection) on behalf of City and designer to ensure all fabricated and manufactured structural materials, from steel bridge and its components to precast MSE wall panels, are in compliance with project design documents, technical provisions, Caltrans specifications, Railroad requirements, and Federal guidelines.

Approach

ZTC will prepare a Source Inspection Quality Management Plan ("SIQMP") for City review and approval. Scope of QA source inspections will be summarized in detail based on risk-of-failure for all of project materials.

ZTC will have a Structural Material Representative ("SMR"), a PE Engineer, during project construction. The ZTC SMR will work closely with project RE and SR. SMR will attend weekly meetings, review related project submittals, create

project SIQMP, hold pre-fabrication meetings, visit fabricators, manage source inspection activities, coordination shop inspection, sign off QA source inspection reports, etc. SMR will create an open line of communication between Fabricators and Construction staff to resolve fabrication challenges in-time to ensure unnecessary time-delays in fabrication. SMR will process all incoming notices of materials to be used and assigns appropriate quality assurance procedures for those materials.

ZTC will provide QA source inspectors including steel inspectors, Certified Weld Inspectors (“CWI”), ASNT Non-Destructive Inspectors NDT for Ultrasonic Testing (“UT”) and Magnetic-Particle Testing (“MT”), Certified Radiographic Testing (“RT”) Film Reviewer, Precast Inspectors (“PCI”), NACE Certified Coating Inspectors, and other specialized inspectors as needed. ZTC Structural Materials Representative (“SMR”) will deploy QA source inspectors to the project’s various materials manufacturers, fabricators, and suppliers based on the quality assurance requirements set forth in the approved SIQMP. ZTC will file all source inspection records and will provide copy of the records to Consultant as project progresses.

Assumptions

Material QA source inspection and acceptance will range from Certificate of Compliance acceptance to full source inspection by one of ZTC’s certified material QA inspectors. They will perform all required source QA inspections for Steel arch bridge -superstructure and its components, such as, tie-girders, strands, stays, hanger cables, seismic protection units (“SPU”), precast MSE panels, welded hoops, structural fasteners, couplers, bearings pads, spherical bearings, and all other materials identified in the SIQMP.

ZTC will make sure that all files, QC records, material test reports (“MTRs”), documents, test results, and engineering reviews are documented and are in conformance with the approved SIQMP.

Deliverables

ZTC will deliver the followings to City during project construction and at project close-out:

1. Project SIQMP
2. Constructability review of Plans and Specs
3. Organizing and Managing Pre-Fabrication Meetings (Agenda and Minutes) will be kept for records
4. Monthly SIQMP Reports for Project RE
5. Submittal Reviews: Shop Drawing, Mix Design, etc.
6. Fabrication Quality Control Plans Review:
 - Welding Quality Control Plan (“WQCP”)
 - Distortion Control Plan (“DCP”)
 - Painting Quality Work Plan (“PQWP”)

- Precast Quality Control Plan (“PCQCP”)
- 7. QA Source Inspection Reports for all materials listed in the SIQMP
- 8. Final material certification in accordance with the project specifications and the approved SIQMP
- 9. Project QA source inspection Close-Out letter

Task 3 – LAND SURVEYING

Purpose:

To provide the necessary construction surveying to enable the contractor to construct the project in conformance with the contract documents. To provide the City with a final Record of Survey after completion of construction.

Approach:

Consultant will coordinate and manage the utilization of David Evans and Associates (“DEA”) for the purpose of providing construction surveying on the project. DEA will furnish surveying crew(s) to perform construction surveys for the McKinley Grade Separation Project. The number of survey crew(s) assigned to the Project may vary throughout the duration of the construction contract to meet the Project needs. DEA survey requests will be assigned as needed by the Project RE to meet the schedule of the construction contractor.

Construction surveying services will be provided on an on-call basis up to the not-to-exceed amount. This scope has an identified a level of effort in terms of a not-to-exceed amount in furtherance of construction staking services. DEA does not commit to complete all construction survey services that may be required for the Project beyond the level of effort limited by the not-to-exceed amount stated herein. Consultant will encourage DEA to provide the same field personnel for the duration of the construction. Consultant recognizes that it is important that the Field Party Chief(s) assigned to the Project be completely familiar with the survey requirements and the assignments for the Project.

DEA will perform survey services in accordance with the latest edition of the Caltrans Surveys Manual and District 8 Standard Staking Procedures Manual. Unless otherwise specified in the survey request, control surveys will conform to second order (modified) accuracy standards as specified in the Caltrans Survey Manual.

DEA will ensure that survey vehicles are suitable to perform the required work in varying terrain and conditions encountered on the Project. Vehicles will be fully equipped with all necessary tools, instruments, supplies and safety equipment required to perform the work accurately, efficiently, and safely. Vehicles will be equipped with a flashing yellow beacon light. DEA will provide traffic control devices as required to perform requested survey work. Traffic control devices are limited to signs, sign bases, flags, handheld signs, and 28” tall reflective traffic cones. Contractor is to provide any necessary flaggers for traffic control.

Survey Request Process:

Consultant and DEA will receive a written surveying requests using an agreed upon form by email or fax from the Contractor with 48-hour prior notice. The Project RE will review the survey request with the DEA's lead field party chief for completeness and applicability.

DEA will confirm by email any additional details related to the survey request. All requests for services must be in writing.

Services that may be requested:

1. *Pre-Construction: Construction Calculations*
DEA will acquire the improvement plans, horizontal control, vertical control, right of way maps, alignment files, coordinate files, and record maps from city of Corona, Caltrans, and the Engineer of Record. From this information, calculations will be performed to support the staking of items listed below.
2. *Project Control*
DEA will recover record horizontal and vertical survey control monuments within the subject area. After the complete recovery of existing control, DEA will set additional semi-permanent monuments to help assure the original horizontal and vertical control will be protected throughout the construction.
3. *Monument Perpetuation*
DEA will recover all existing survey corners and centerline monuments shown on the right of way maps that are within the construction area that may be destroyed during construction and will set reference marks for monument perpetuation. DEA will prepare and file a Pre-Construction Corner Record as required by the Professional Land Surveyors Act, as stated in Article 5, Section 8771 for the monuments that may be destroyed during construction.
4. *Construction Staking*
DEA will provide survey and staking support as requested by Consultant.
5. *Post Construction: Monument Perpetuation*
DEA will re-set survey corners and any centerline monuments that were destroyed during construction within the project area. DEA will prepare and file a record of survey map with the Riverside County Surveyors office reflecting the new monuments in relation to centerline.

Consultant and DEA understands the following will be provided to the Contractor:

City Provided Staking Service Requests/Hours		
Staking Service	Number of Requests	Total Hours
Slope Stakes (Detention Basin Area)	2	16
Rough Grade Stakes (Roadway Fill)	20	80
Final Grade Stakes (Roadway Fill)	20	80
Curb Stakes	10	72
Drainage / Utility Stakes	50	200
Abutment Stakes	4	32
Wall Stakes	20	80
Demolition/Sawcut Lines	8	32
Right of Way "Show Me" Stakes	8	64

Deliverables:

Unless otherwise specified in the survey request, the deliverables will conform to the following:

1. Survey points, lines, and monuments will be established, marked identified and referenced as required by survey request and requirements herein.
2. Survey notes, drawings, calculations, and other survey documents and information will be completed as required by the survey request and the requirements herein.
3. Copy of all original survey documents resulting from this contract, including copies of original field notes, adjustment calculations, final results, and appropriate intermediate documents, will be delivered to the Consultant and will become the property of the city of Corona. A copy of all survey documents furnished by the contractor will be retained by Consultant for future reference. When the survey is performed with a total station survey system, the original field notes will be a hard copy in a readable format of the data (observations) as originally collected and submitted by the survey party. The hard copy will be signed by the Party Chief. If the Party Chief is not licensed, the person in "responsible charge" will be required to sign.
4. Deliverables to the Contractor will follow the format specified below:
 - a) Horizontal Control
 - b) Alpha numeric hard copy point listing with adjusted California
 - c) Coordinate System northing and easting and the appropriate descriptions.
 - d) Vertical Control
 - e) Alpha numeric hard copy benchmark listing with adjusted elevations compatible with the design datum.
 - f) Topography
 - g) Alpha numeric hard copy listing, hard copy drawing, and computer

aided drawing and design (“CADD”) digital drawing. The CADD drawing will be compatible with the systems utilized by Caltrans.

5. Data collection method used to collect cross-section data and the coding (feature description) of terrain data for cross-sections will conform to the survey request requirements. Deliverables will depend on the data collection method as follows:
 - a.) Conventional Cross - Sections (each cross - section)
For each cross - section and alpha numeric listing, a hard copy drawing, and a computer formatted file compatible with the systems utilized by Caltrans.
 - b.) Data Collector Data
If specified in the survey request, the raw data from the data collector will be provided in a format conforming to the survey request requirements.
 - c.) Other-As specified in the survey request.

DEA will provide survey staking notes to the Project RE within 24 hours of completion of staking.

DEA will maintain working calculations and electronic files used to generate construction survey data and provide upon request.

DEA will provide a copy of the final record of survey for the project files.

The Project RE will resolve and direct field crews regarding any RFI questions in writing.

Task 4 – GEOTECHNICAL AND MATERIALS TESTING AND INSPECTION

Purpose:

To provide geotechnical and materials testing and inspection services for the project with the purpose of determining quality and acceptability of materials and workmanship incorporated into the project and to confirm compliance with the contract documents.

Approach:

Consultant will coordinate and manage the utilization of Converse Consultants (“Converse”) for the purpose of providing materials testing for concrete, LWCC, soils and other miscellaneous materials on the project. Converse will furnish the necessary personnel and equipment to perform the required testing for the McKinley Grade Separation Project. The number of testing personnel assigned to the Project may vary throughout the duration of the construction contract to meet the Project needs. Converse testing requests will be assigned as needed by the Project RE to meet the schedule of the construction contractor.

Based on our review of the project plans and specifications the scope of work will likely include the tasks listed below.

1. *Document Review*

Converse will review project plans, specifications, and geotechnical report to gain a thorough understanding of the required material sampling and testing frequencies and test methods to be used.

2. *Observation and Testing of Earthwork*

Converse will have a technician available on site on an as-needed basis or full time, if necessary, to sample and test material, observe the methods used by the contractor to place material and document field observation and test results. The technician will verify that all unsuitable material as identified in the materials report are removed, processed and placed back as compacted fill. The technician will also ascertain that the import soils meet the project specification. Samples will be collected, and tests will be conducted for verification.

During the course of fill placement, the technician will be available to observe that the thickness of each lift is as specified. The technician will take in-place density tests to assure that adequate moisture content and relative compaction as required by the project specifications are being achieved. The relative compaction will be determined by California Test Method 231. For each determination of relative compaction, laboratory compaction tests per Caltrans 216 will be performed, except when the use of previous laboratory maximum densities is allowed. Previous laboratory maximum dry densities will be used to determine relative compaction if the material, as determined by the engineer, is from the same general excavation or plant source and has the same visual characteristics of color, gradation, and soil classification as the previous laboratory maximum dry densities. No maximum dry density will be used for more than 5 working days.

Our field representative will work closely with the Project RE and keep him apprised of any issues on a daily basis. The technician will document any construction practices that may cause non-conforming results and report to the Project RE immediately. Copies of all test results will be given to the CM representative at the end of each working day. Failed tests will be noted in the daily report and included in the test results sheet.

3. *Batch Plant Inspection*

Caltrans certified and experienced technicians will inspect the concrete and asphalt batch plants during production. A daily report stating all the observations made during the time of inspection will be prepared and submitted to the Project RE. The Plant Inspector will have a copy of the approved mix design, indicating the aggregate source, manufacturer and grade of asphalt binder, and plant proposed to mix the AC.

The plant inspector will have on hand enough one-quart asphalt sample cans to provide up to 2 asphalt binder samples for each day of production. Cardboard boxes will be available to sample the completed AC mixture for future testing. A calibrated thermometer or infrared gun for verifying the temperature of the aggregate or the

completed mix will be available. When taking aggregate samples, metal pails, sample bags, sample bag funnel, wire ties, wire twister, permanent marking pens for labeling sample bags, TL-101 booklets, heavy duty gloves, safety glasses, hard hat and appropriate clothing will be available. The plant inspector will sample enough materials to be tested in accordance with Caltrans Construction Manual, Chapter 39. The plant inspector will visually inspect the pit or quarry area on a regular basis. The inspector will document any changes in the material, such as clayey material, color changes, deleterious rock or excessive vegetation, and will discuss potential problems with the person in charge of the crushing operation and the Project RE. The plant inspector will document the condition of stockpiles and will notify the person in charge if segregation of aggregate is observed.

4. *HMA Quality Assurance Program*

Consultant, through Converse, will provide Caltrans-certified technicians in the field during HMA paving. For Standard and QC/QA construction processes, one 4- to 6-inch diameter density core will be taken every 250 tons of HMA from random locations as determined by the RE or his representative. The cores will be transported to the Converse Caltrans certified laboratory. For each density core, a bulk specific gravity (CT 308) will be performed, in addition to percent maximum theoretical density to determine the relative compaction of the HMA. We will perform all the quality assurance (“QA”) tests required as per Caltrans Standard Specification Section 39 for acceptance and provide the test results to the RE for the statistical evaluation.

5. *Concrete Tests*

Converse will use standard calibrated equipment for all field testing. Converse will observe placement and test the quality of fresh concrete. Concrete Compressive Test Specimens will be prepared in the field in accordance with California Test 540, “Test for Making, Handling, and Storing Concrete Compressive Test Specimens in the Field”.

Slump of the freshly mixed concrete will be measured in accordance with Caltrans Test 556, “Test for Slump of Fresh Portland Cement Concrete”. A test for penetration, in accordance with California Test 533, “Test for Ball Penetration in Fresh Portland Cement Concrete,” will be conducted on each batch of concrete from which a strength specimen will be made. Unit weight of fresh concrete will be measured in accordance with California Test 518, “Method of Test for Unit Weight of Fresh Concrete”. If air-entrained concrete is used, concrete will be tested using California Test 504, “Determining Air Content of Freshly Mixed Concrete by the Pressure Method”, on each batch of concrete made.

Compressive strength of concrete will be tested in accordance with California Test 521, “Test for Compressive Strength of Molded Concrete Cylinder”. Flexural strength of concrete will be tested in accordance with Caltrans Test CT 523, “Test for Flexural Strength of Concrete”. Flexural strength of rapid strength concrete will

be prepared and tested in accordance with California Test 524, “Test for Flexural Strength of Rapid Strength Concrete”.

6. *Gamma-Gamma Logging and Cross Hole Sonic Test*

Eight (8) access tubes will be installed over the full length of each 84-inch pile. The depths given above combined with the number of inspection tubes considered lead to a presumed total quantity of 3,328 feet of gamma-gamma tube logging. The access tubes consist of 2-in diameter Schedule 40 metal pipes attached to reinforcing cage.

GGL and CSL testing to address the four 84-inch diameter piles with an approximate length of 94 at abutment 1 and 114 feet at abutment 2. The construction schedule requiring testing in up to 4 sessions (assumed).

GGL testing includes lowering of 4.5 foot long and 1.25-inch diameter probe to the bottom of each inspection tube and measuring the density of the concrete in close proximity of the inspection tubes at 0.1 feet intervals along the full length of the pile. CSL Testing is to be performed according to project specifications, ASTM D6760-08.

7. *Laboratory Testing*

Converse and their laboratories are certified by Caltrans and AASHTO to perform various tests on the materials. They experience in testing for roads, utilities and bridge projects and have sufficient laboratory capacity and capital to enable and complete the work within the given time frame. Converse will provide a hard and/or electronic copy of the test results to the RE within 5 working days of the completion of the test. Field testing/compaction results of subgrade or asphalt concrete will be communicated to the RE as soon as the tests have been completed on the same day, with a hard copy to follow.

8. *Project Management*

Converse’s project manager will perform the following:

1. Ascertain that field personal with proper qualifications and experience are assigned to the project.
2. Review daily reports and laboratory test results before they are issued to the RE and contractor.
3. Submit reports and test results as soon as they are due.
4. Address promptly any issue related to Converse services.
5. Attend meetings as needed.

Assumptions:

Materials Testing fees are based on the following assumptions:

1. An 8-hour day at the site. It is assumed all work will be straight time. Overtime will be charged at 1.5 times the regular hourly rate.
2. There will be a 2-hour minimum charge in case of work cancellation after our field personnel have been dispatched.

3. Minimum 4-hour charge for each site visit.
4. It is understood that this is a prevailing wage project as defined in Labor Code Sections 1770-1780.
5. During the course of this contract our rates will be adjusted if the prevailing wage is adjusted by the Department of Industrial Relations.
6. The test locations will be prepared and ready for testing by field personnel upon their arrival at the site. The contractor will be responsible for the excavation and backfilling of all test locations.
7. Additional inspections and laboratory testing outside the agreed-upon scope of work can be provided upon request.
8. No additional work required will be provided without written authorization and a budget amendment from your authorized representative.
9. Services will be performed on a time-and-materials basis in accordance with our Schedule of Fees and General Conditions.
10. The field representative will not direct, supervise or lay out the work of the contractor, nor will it include a review or evaluation of the contractor's safety measures on or near the project.
11. Any meetings and/or consultation(s) requested by the client will also be charged in accordance with the Schedule of Fees.
12. If services are provided on an as-needed basis, no comments regarding compaction procedures or observations will be made. Daily field reports indicating work performed and test locations will be provided as the testing is completed.
13. Travel time will be billed for a 30-minute trip to the site and a 30-minute trip from site for a total of 1 hour.
14. Testing requests require 24 hours advance notice for services. We will, however, make every attempt to accommodate requests on shorter notice.

Deliverables:

Converse deliverables will include the following:

1. Field report to RE at the end of each day. The report will include the following:
 - Project Number
 - Project identification number
 - Project location
 - Sample description and results
 - Date sample collected.
 - Date tester with name of the tester
 - Data sample analyzed
 - Analytical summary of testing method
 - Special provision and other standards
 - QAP certification
 - Laboratory test result(s) as soon as they are due to the Registered Engineer and other team members as directed by the City.
2. Final close-out report which will include copies of all field daily reports,

summary of all failed and passing tests, laboratory test results and interim letter/memos.

3. Photographs of the field sampling and geotechnical inspection work, including photographic evidence of non-complying materials

Task 5 – PUBLIC OUTREACH

5.1. Neighborhood Liaison Strategy

Purpose:

To provide a strategy for dealing with issues related to the impacts of construction on the residential neighborhoods and businesses located adjacent to and within the limits of the project, to respond to public inquiries regarding the project, and to coordinate with the City, County, law enforcement, emergency services providers, transit agencies, school districts and others as needed regarding construction activities that may impact public safety.

As part of the public outreach effort it is anticipated that the team will coordinate with the City's consultant, Arellano and Associates, to conduct public meetings before and during construction. The team will also need to attend local community meetings to provide updates and information as requested.

Approach:

Consultant will develop in conjunction with the City and the City's consultant, Arellano and Associates, a strategy for neighborhood and local community communication related to construction phase impacts and mitigation.

Assumptions:

Consultant will be responsible for development of the neighborhood liaison strategy. However, the City and the City's consultant, Arellano and Associates, will provide general guidelines for community and neighborhood affairs, dictate protocol, and initiate contact with local elected officials, as required. The City will be responsible for the review and approval of the overall plan.

Deliverables:

1. Consultant: Draft Neighborhood Affairs Strategy memorandum.
2. City: Review and comment on draft Affairs Strategy memorandum.
3. City's consultant, Arellano and Associates: Review and comment on draft Affairs Strategy memorandum.
4. Consultant: Final Neighborhood Affairs Strategy memorandum.

5.2. Neighborhood Communication /Public Information

Purpose:

To provide an efficient means for keeping traveling public, adjacent residents and businesses apprised of the work activities they will encounter during construction. To provide a local contact telephone number that residents and businesses may contact to pose questions and discuss concerns.

Approach:

Using the Neighborhood affairs strategy memorandum, developed per Section 2 of this scope, Consultant, in coordination with the City's consultant Arellano and Associates, will prepare "Dear Neighbor" letters and door hangers as a means to communicate with adjacent residents and businesses. Attending and facilitating public meetings, responding to citizens and business owner's inquiries. Working with the City and Caltrans public information offices.

Assumptions:

All information for public use is to be reviewed for concurrence by the City and the City's consultant Arellano and Associates, and provided to the City as requested.

Deliverables:

1. Attend Consultant's weekly Neighborhood/Business meetings on an as needed basis.
2. Minutes of any meetings listing questions posed by residents and business owners.
3. Work progress flyers (Dear Neighbor letters).
4. Door hangers if not provided by the Contractor.
5. Local contact number for Consultant.
6. 24-hour hot line
7. Installation of a construction site video camera
8. Project web page maintenance and updates including current schedule, progress updates, costs, public meeting information, camera feed, and project exhibits.
9. Provide Draft "Friday" report items to the City and draft news releases as needed.
10. Coordinate with CHP, law enforcement, emergency services, transit, schools, etc. regarding construction activities that may impact public safety.

Task 6 – BIOLOGICAL/PALEONTOLOGICAL/ARCHEOLOGICAL MONITORING

Purpose:

To maintain compliance with federal, state, county and City guidelines, requirements, and conditions of approval as required by regulatory permitting agency guidance and the Special Provisions.

Approach:

Consultant will coordinate and manage the utilization of Wood Environment and Infrastructure Solutions (“Wood”) for the purpose of providing monitoring, reporting, submittal review and testing for all aspects of Biological/Paleontological/Archeological issues on the project. As part of the Consultant’s team, they will act as a liaison between the contractor, City and the various regulatory agencies to facilitate the construction of the project.

6.1. Pre-Construction Environmental Compliance

Purpose:

To maintain compliance with federal, state, and City guidelines, requirements, and conditions of approval including pre-construction activities as required by regulatory permitting agency guidance and Special Provisions. Please see individual permits for more detailed information regarding activities, submittals, and reporting.

Assumptions:

1. That these activities will occur prior to the start of construction.
2. All regulatory agency permits will be provided by the City for review
3. California Environmental Quality Act (“CEQA”) document will be provided for review.
4. The City will provide a copy of the Biological Resources Assessment, Jurisdictional Delineation Report, Natural Environmental Study (“NES”), Nesting Bird Management Plan, Bat Management Plan, Storm Water Pollution Prevention Plan (“SWPPP”), Paleontological Resource Mitigation Plan (“PRMP”), and Cultural Resource Mitigation Plan (“CRMP”).
5. BNSF safety training may be required before work can be completed within the BNSF right-of-way.

Deliverables:

1. Submit to USFWS and CDFW name of Project Biologist(s) at least 60 days prior to project construction start for approval by USFWS and CDFW.
2. Notify permitting agencies of start of construction as per individual permit conditions.
3. Project Biologist and Paleontologist/Archaeologist shall implement Worker Environmental Awareness Program to educate on- site workers about

sensitive environmental issues. Project Biologist and Paleontologist/Archaeologist shall provide interpretation for non-English speaking workers, if necessary.

4. Project Biologist shall conduct all pre-construction surveys in accordance with the environmental document, MMRP and permits for Project within their specific survey time frames. This includes nesting birds and bats.
5. Project Biologist shall oversee delineation of work boundary with appropriate fencing or flagging. Biologist shall determine and clearly delineate avoidance or buffer areas associated with actively nesting birds.

6.2. Environmental Coordination & Biological and Cultural Monitoring

Purpose:

To verify the contractor has copies of applicable permits and that the work activities abide by the requirements of the permits granted by regulatory agencies. All permits shall be kept current and renewed prior to expiration throughout the project duration. A copy of all permits should be kept on-site during construction activities.

Approach:

Consultant, through Wood, will review and enforce requirements stipulated in permits issued by Regulatory Agencies. Wood will mobilize a qualified Biologist and Archaeologist/Paleontologist to complete the necessary biological and cultural monitoring during construction activities identified during the pre-construction review and assessment. Immediately prior to and periodically throughout construction, Worker Environmental Awareness Program (“WEAP”) training will be provided and available throughout the construction process for both biological and cultural resources. A sign-in sheet will be maintained to document those that have completed the training. A biological monitor will be required on-site during construction related activities associated with the drainage feature and removal of native vegetation and landscape vegetation that may provide suitable habitat for nesting birds during the nesting bird season as identified in the regulatory agency permits. Cultural Resource Monitoring is required during disturbance of virgin soils as identified in the PRMP.

Assumptions:

1. All permits will be provided for review.
2. All permits will be included in the contract documents.
3. Project Biologist and Archaeologist/Paleontologist will ensure compliance with permits and Stewardship Section of the project’s Special Provisions.
4. A qualified Biologist will be provided. This Biologist shall be knowledgeable and experienced in biology of wildlife resources present at the Project including nesting birds and bats.
5. The CDFW must approve the Biological Monitor. Biological Monitor will be responsible for ensuring the project site limits are maintained, establishing buffer areas to protect active nests, and identifying any listed or protected species within or adjacent to the Project site.

6. Consultant assumes that no sensitive biological resource habitat occurs within the project site.
7. A single concrete-lined drainage feature occurs immediately adjacent to the BNSF railroad line.
8. No riparian habitat occurs within the drainage feature.
9. Consultant assumes nesting habitat is limited to the bridge crossing of the drainage and surrounding landscape vegetation.
10. CDFW may require a nesting bird management plan, if not already prepared.
11. A qualified Paleontologist/Archaeologist will be provided. The Paleontologist/Archaeologist shall be knowledgeable and experienced in cultural resources present at the Project. The monitor will also be experienced working with local tribal representatives, if necessary.

Deliverables:

Biological Monitor will:

1. Develop a Worker Environmental Awareness Program for sensitive biological resources potentially occurring within the project site. Each employee (including temporary, contractors, and subcontractors) will receive a training/awareness program. Interpretation for non-English speaking workers will be provided. They will be advised of the potential impact to the listed species and the potential penalties for taking such species. At a minimum, the program will include the following topics: occurrence of the listed and sensitive species in the area, their general ecology, sensitivity of the species to human activities, legal protection afforded these species, penalties for violation of Federal and State laws, reporting requirements, and project features designed to reduce the impacts to these species and promote continued successful occupation of the project area environs. The Project RE, contractor, and USFWS-approved biological monitor will be responsible for ensuring that employees are aware of the sensitive biological resources on-site.
2. Weekly monitoring emails will be prepared documenting the construction activities and occurrence of sensitive biological resources. Monthly progress reports will also be provided to summarize the weekly monitoring reports. A final biological monitoring report will be prepared and submitted to all appropriate resource agencies following the completion of construction activities.

Cultural Resource team will:

1. Develop a Worker Environmental Awareness Program for sensitive cultural resources potentially occurring within the project site. This training includes project-specific descriptions of potential significant impacts and a clear set of procedures to follow in the event of unanticipated discoveries (including a cultural resources discovery plan). Wood updates trainings as necessary for new project personnel, keeping a record of contractor staff who have received training and providing handout reminders with contact information.

2. Provide paleontological/archaeological monitors to comply with project specific PRMP and CRMP. Cultural monitors will identifying and record resources – including through photo documentation, monitoring records, and GIS data to comply with industry standards. The cultural monitor will comply with federal regulation governing unanticipated discoveries – including of human remains in compliance with 43 Code of Federal Regulations [CFR] 10.4. If necessary, our cultural resources team will develop a project-specific plan in consultation with the lead agency to comply with mitigation measures based on California (Public Resources Code [PRC] 5097) law. In general, the approach to unanticipated discoveries follows standard best practices: establishing a temporary exclusion zone around the find, notifying lead agency representatives, assessing the find, and conducting necessary consultation regarding appropriate mitigation.
3. Consultant does not anticipate any fossil recovery or curation associated with this Project. If inadvertent discoveries occur, however, it is anticipated that fossil recovery will follow local guidelines.
4. Project paleontologist, in consultation with local area experts, will apply current best practices to stabilize and recover the fossil and to identify it to the most specific taxon possible. All recovered fossils will be analyzed and curated with appropriate local facilities.

EXHIBIT “B”

SCHEDULE OF SERVICES

Consultant shall perform the Services in a professional manner so as to allow the City to meet the following deadlines:

Construction Contract Award	June 23, 2021
Construction Completion	June 23, 2023
Construction Close-Out	September 30, 2023

Otherwise, Consultant shall comply with any other completion schedule or milestones which may be separately agreed upon in writing by the Parties, as provided for Section 3.2.2 (Schedule of Services) of the Agreement.

EXHIBIT “C”

COMPENSATION

1. Rates

A. Consultant Hourly Rates

Consultant shall charge the rates provided for on Page C-1 (dated 03-24-21) attached hereto and incorporated herein by reference.

B. Subconsultant Hourly Rates

For its subconsultants, Consultant shall charge the rates provided for on Pages C-2 through C-4 (dated 03-24-21) attached hereto and incorporated herein by reference.

2. Reimbursable Expenses

A. Pre-Approved Reimbursable Expenses

The following reimbursable expenses shall be deemed to be pre-authorized:

- Section 3.2.10.4 (Railroad Protective Liability Insurance): If, pursuant to Section 3.2.10.4 of the Agreement, the City directs Consultant to provide Railroad Protective Liability Insurance, the premium shall be reimbursable up to a maximum of \$50,000 per year for up to two years (total of \$100,000).
- Section 3.2.12 (Payment Bond): If, pursuant to Section 3.2.12 of the Agreement, the City determines that a payment bond is required by the DIR for the Services, the premium shall be reimbursable up to a reasonable amount which is documented to the satisfaction of the City’s Representative with at least three (3) written quotes from sureties.

B. Other Reimbursable Expenses

All other expenses shall be subject to the prior written approval of the City’s Representative, in his or her sole discretion, as provided for in Section 3.3.3 of the Agreement.

EXHIBIT "C"
COMPENSATION

City of Corona

**Agreement with Falcon Engineering Services, Inc. for
Construction Management and Inspection Services
(McKinley Street Grade Separation Project - Project No. 2012-12)**

FALCON Engineering Services, Inc. (Prime)		
Billing/Hourly Rates		
Name	CLASSIFICATION	Billing Rate Range
Wael Faqih, PE *	Construction Manager-Project Manager	\$330.54
Hugh Smith, PE *	Resident Engineer	\$330.54
Ahmad Faqih, PE	Lead Roadway Inspector	\$251.54
Ahmed Hamasha	Roadway/Structures Inspector/ SWPPP	\$172.00 - \$ 199.00
To Be Determined	Electrical/Signals (PT-As Needed)	\$211.54 - \$215.00
To Be Determined	Sr. Structures/Roadway Inspector /Utility Coord.(PE)	\$230.00 - \$250.00
To Be Determined	Office Engineer - Office Support	\$106.00-\$135.00
To Be Determined	Technical Support/Claims Support (As Needed)	\$277.00 - \$318.00
To Be Determined	Field Inspector	\$171.88
To Be Determined	Public Outreach /Public Relations/Drone Aerial/Doc.	\$210.00 - \$291.00
To Be Determined	Landscape Architect/Inspection (As Needed)	\$166.59-\$185.10
To Be Determined	Pavement Specialist	\$317.31
To Be Determined	Construction Survey	\$198.32
To Be Determined	RR Liaison	\$237.99

EXHIBIT "C"
COMPENSATION

City of Corona

Agreement with Falcon Engineering Services, Inc. for
Construction Management and Inspection Services
(McKinley Street Grade Separation Project - Project No. 2012-12)

FALCON Team Subconsultants

TY Lin International

Name	CLASSIFICATION		
Dan Fitzwilliam, PE	Structures Design Support	\$	252.78
Anthea Billings	Scheduling	\$	194.32
Mick Bartholomew	Technical Support	\$	269.10
Alejandro Armendariz	Structures Inspection	\$	161.38

Danken Construction Engineering Corp

Name	CLASSIFICATION		
Scott Walker, PE	Structures Rep.	\$	290.00

KZAB Engineers, Inc.

Name	CLASSIFICATION		
Abunnasr Husain, PE	Project Manager	\$	254.10
Stephen Yench	Sr. Resident Engineer	\$	219.45
Howard Sanders	Resident Engineer	\$	150.15

David Evans and Associates

Name	CLASSIFICATION		
Robert Vasquez, PLS	Survey Project Manager	\$	230.00
Jerry Woodrow, PLS	Survey Project Surveyor	\$	180.00
Gary Lewis, PLS	Survey Project Surveyor	\$	185.00
Jay Bentley, PLS	Survey Project Surveyor	\$	165.00
Jerry Woodrow, PLS	Survey Party Chief	\$	180.00
Lou Henry	Survey Party Chief	\$	170.00
Robert Muro	Survey Party Chief	\$	170.00
Fulton Torreyson	Survey Instrumentman	\$	155.00
Michael Balderston	Survey Instrumentman	\$	155.00
Felicia Mantz	Project Coordinator	\$	105.00

EXHIBIT "C"
COMPENSATION

City of Corona

Agreement with Falcon Engineering Services, Inc. for
Construction Management and Inspection Services
(McKinley Street Grade Separation Project - Project No. 2012-12)

FALCON Team Subconsultants			
Converse Consultants			
Name	CLASSIFICATION		
Hashmi Quazi, PE, GE	Principal Engineer	\$	344.01
Siva Sivathasan, PE, GE	Project Manager	\$	245.64
Antonio Maciel, EIT	Asst. Project Manager	\$	102.63
Ali Peyal	Laboratory Technician	\$	78.88
Bill Kowalski	Field Technician	\$	143.29
Gerardo Portea	Field Technician	\$	143.49
David Hainsworth	Field Technician	\$	143.29
Penney Munns	Dispatcher	\$	85.84
Kathy Von Glahn	Word Processor	\$	84.24
Danielle Ertl	Accounting	\$	103.57
Wyllie Duarte	Support	\$	71.44

ZT Consulting Group			
Name	CLASSIFICATION		
Farzad Tasbihgoo	Structural Material Rep	\$	184.80
Dan Chang, DWI, NDT	Source Inspector	\$	138.60
Andrew Soria, CWI, NACE	Source Inspector	\$	115.50
Reid Gerritsen, CQI	Source Inspector	\$	109.15

Z&K Consultants, Inc.			
Name	CLASSIFICATION		
Crystal Faqih, PE	Sr. Construction Inspector	\$	204.43
Brittany Dunh, PE	Sr. Construction Inspector	\$	185.95
Noah Hernandez	Sr. Construction Inspector	\$	169.78
Ziad Al-Dasouqi	Sr. Construction Inspector	\$	204.43
Zack Faqih, PE	Sr. Construction Inspector	\$	204.43

Date: March 24, 2021

EXHIBIT "C"
COMPENSATION

City of Corona

Agreement with Falcon Engineering Services, Inc. for
Construction Management and Inspection Services
(McKinley Street Grade Separation Project - Project No. 2012-12)

FALCON Team Subconsultants		
Wood Environment and Infrastructure Solutions, Inc.		
Name	CLASSIFICATION	
Project Support	Belinda Lopez	\$ 60.45
Biology Group Manager	Scott Crawford	\$ 205.81
Senior Biologist	Dale Hameister	\$ 102.49
Senior Biologist	Nathan Moorhatch	\$ 116.80
Senior Biologist	Michael Wilcox	\$ 113.93
Senior Biologist	John Green	\$ 117.80
Senior Biologist	Lisa Wadley	\$ 99.78
GIS Manager	Aaron Johnson	\$ 111.40
GIS Analyst	Chris Nixon	\$ 105.54
Biologist	Alec Williams	\$ 46.48
Biologist	Phil Cleveninger	\$ 38.73
Biologist	Juan Eason	\$ 38.73
Archaeologist	Michael Amorelli	\$ 69.72
Archaeologist	Cynthia Morales	\$ 63.21
Archaeologist	Melissa Jenkins	\$ 56.81
Senior Archaeologist	Trisha Drennan	\$ 99.42
Cultural Resource Manager	Scott Sunell	\$ 160.77
Senior Paleontologist	Matt Sauter	\$ 103.57
Contracts	Carol Shore	\$ 89.29