

CONSTRUCTION MANAGEMENT SERVICES AGREEMENT

This Construction Management Services Agreement (“Agreement”) is dated July 7, 2020 (“Effective Date”) and is between the City of Manhattan Beach, a California municipal corporation (“City”) and S2 Engineering, Inc., a California corporation (“Consultant”). City and Consultant are sometimes referred to herein as the “Parties”, and individually as a “Party”.

RECITALS

A. City issued Request for Proposals No. 1225-20 on November 27, 2019, titled Construction Management Services for Sepulveda Boulevard Bridge Widening Projects”. Consultant submitted a proposal dated January 7, 2020 in response to the RFP.

B. Consultant represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. City desires to retain Consultant as an independent contractor and Consultant desires to serve City to perform these services in accordance with the terms and conditions of this Agreement.

The Parties therefore agree as follows:

1. Consultant’s Services.

A. Scope of Services. Consultant shall perform the services described in the Scope of Services (the “Services”) for Construction Management Oversight, Public Outreach, Traffic Management Coordination, Soils/Materials Testing Services, and Construction Surveying Services, attached as **Exhibit A**. City may request, in writing, changes in the Scope of Services to be performed. Any changes mutually agreed upon by the Parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

B. Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the “City Representative”). For the purposes of this Agreement, the Consultant Representative shall be Sagar Pandey, Principal Engineer (the “Consultant Representative”). The Consultant Representative shall directly manage Consultant’s Services under this Agreement. Consultant shall not change the Consultant Representative without City’s prior written consent.

Approved for Use 4/12/19

C. Time for Performance. Consultant shall commence the Services on the Effective Date and shall perform all Services by the deadline established by the City Representative or, if no deadline is established, with reasonable diligence.

D. Standard of Performance. Consultant shall perform all Services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to City.

E. Personnel. Consultant has, or will secure at its own expense, all personnel required to perform the Services required under this Agreement. All of the Services required under this Agreement shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such Services.

F. Compliance with Laws. Consultant shall comply with all applicable federal, state and local laws, ordinances, codes, regulations and requirements.

G. Permits and Licenses. Consultant shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of Services under this Agreement, including a business license.

H. Federal Funding Requirements. This Agreement is funded in whole or in part by Federal funds. Contractor shall comply with the Federal Funding Requirements set forth in Exhibit C, which is incorporated herein by this reference.

I Prevailing Wages. This Agreement calls for services that, in whole or in part, constitute “public works” as defined in the California Labor Code. Therefore, as to those services that are “public works”, Consultant shall comply in all respects with all applicable provisions of the California Labor Code, including those set forth in Exhibit D hereto.”

2. Term of Agreement. The term of this Agreement shall be from the Effective Date through December 31, 2022, unless sooner terminated as provided in Section 12 of this Agreement or extended.

3. Compensation.

A. Compensation. As full compensation for Services satisfactorily rendered, City shall pay Consultant at the hourly rates set forth in the Approved Fee Schedule attached hereto as **Exhibit B**. In no event shall Consultant be paid more than \$1,689,703.46 (the “Maximum Compensation”) for such Services.

B. Expenses. The amount set in fourth paragraph 3.A. above shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this agreement.

C. Unauthorized Services and Expenses. City will not pay for any services not specified in the Scope of Services, unless the City Council or the City Representative, if applicable, and the Consultant Representative authorize such services in writing prior to Consultant's performance of those services or incurrence of additional expenses. Any additional services or expenses authorized by the City Council, or (where authorized) the City Manager shall be compensated at the rates set forth in **Exhibit B**, or, if not specified, at a rate mutually agreed to by the Parties. City shall make payment for additional services and expenses in accordance with Section 4 of this Agreement.

4. Method of Payment.

A. Invoices. Consultant shall submit to City an invoice, on a monthly basis, for the Services performed pursuant to this Agreement. Each invoice shall itemize the Services rendered during the billing period, hourly rates charged, if applicable, and the amount due. City shall review each invoice and notify Consultant in writing within ten Business days of receipt of any disputed invoice amounts.

B. Payment. City shall pay all undisputed invoice amounts within 30 calendar days after receipt up to the Maximum Compensation set forth in Section 3 of this Agreement. City does not pay interest on past due amounts. City shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Consultant. Notwithstanding the preceding sentence, if Consultant is a nonresident of California, City will withhold the amount required by the Franchise Tax Board pursuant to Revenue and Taxation Code Section 18662 and applicable regulations.

C. Audit of Records. Consultant shall make all records, invoices, time cards, cost control sheets and other records maintained by Consultant in connection with this Agreement available during Consultant's regular working hours to City for review and audit by City.

5. Independent Contractor. Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of City.

6. Information and Documents.

A. Consultant covenants that all data, reports, documents, surveys, studies, drawings, plans, maps, models, photographs, discussion, or other information (collectively "Data and Documents") developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed or released by Consultant without prior written authorization by City. City shall grant such authorization if applicable law requires disclosure. Consultant, its officers, employees, agents, or subcontractors shall not without written authorization from the City Manager or

unless requested in writing by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered “voluntary,” provided Consultant gives City notice of such court order or subpoena.

B. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City may, but has no obligation to, represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City’s right to review any such response does not imply or mean the right by City to control, direct or rewrite the response.

C. All Data and Documents required to be furnished to City in connection with this Agreement shall become City’s property, and City may use all or any portion of the Data submitted by Consultant as City deems appropriate. Upon completion of, or in the event of termination or suspension of this Agreement, all original Data and Documents, including computer files containing Data and Documents generated for the Services, notes, and other documents prepared in the course of providing the Services shall become City’s sole property and may be used, reused or otherwise disposed of by City without Consultant’s permission. Consultant may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by Consultant.

D. Consultant’s covenants under this Section shall survive the expiration or termination of this Agreement.

7. Conflicts of Interest. Consultant and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Consultant’s Services under this Agreement, including the Political Reform Act (Gov. Code § 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant may perform similar Services for other clients, but Consultant and its officers, employees, associates and subcontractors shall not, without the City Representative’s prior written approval, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant shall incorporate a clause substantially similar to this Section into any subcontract that Consultant executes in connection with the performance of this Agreement.

8. Indemnification, Hold Harmless, and Duty to Defend.

A. Indemnity for Design Professional Services. To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, protect, indemnify, and hold harmless City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith, and reimbursement of attorney's fees and costs of defense (collectively "Liabilities"), whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to, in whole or in part, the negligence, recklessness or willful misconduct of Consultant, its officers, agents, servants, employees, subcontractors, material men, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of design professional services under this Agreement by a "design professional," as the term is defined under California Civil Code Section 2782.8(c)(2).

B. Other Indemnities.

1) Other than in the performance of design professional services, and to the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify the Indemnitees from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Claims"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by court decision or by the agreement of the Parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Claim with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith.

2) Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify and hold City harmless from any failure of

Consultant to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph B.2).

3) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnities, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Claims in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by court decision or by the agreement of the Parties.

C. Workers' Compensation Acts not Limiting. Consultant's obligations under this Section, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

D. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions in this Section shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, Claims, tax, assessment, penalty or interest asserted against City.

E. Survival of Terms. The indemnification in this Section shall survive the expiration or termination of this Agreement.

9. Insurance.

A. Minimum Scope and Limits of Insurance. Consultant shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of \$2,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of \$2,000,000.00 per project or location. If Consultant is a limited liability company, the commercial general liability coverage shall be amended so that Consultant and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of \$2,000,000.00 per accident for bodily injury and property damage. If Consultant does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Consultant shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under subparagraph A.1) of this Section.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of \$1,000,000.00 per accident for bodily injury or disease. If Consultant has no employees while performing Services under this Agreement, workers' compensation policy is not required, but Consultant shall execute a declaration that it has no employees.

4) Professional Liability/Errors and Omissions Insurance with minimum limits of \$2,000,000.00 per claim and in aggregate.

B. Acceptability of Insurers. The insurance policies required under this Section shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self insurance shall not be considered to comply with the insurance requirements under this Section.

C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming City, Caltrans (State of California acting through it Department of Transportation and LACMTA (Los Angeles County Metropolitan Transportation Authority) and its elected and appointed officials, officers, employees, agents and volunteers as additional insureds. This provision shall also apply to any excess/umbrella liability policies.

D. Primary and Non-Contributing. The insurance policies required under this Section shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its elected and appointed officials, officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

E. Consultant's Waiver of Subrogation. The insurance policies required under this Section shall not prohibit Consultant and Consultant's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Section during the term of this Agreement. The commercial general and automobile liability policies required

under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Section is canceled or reduced in coverage or limits, Consultant shall, within two Business Days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. City Remedy for Noncompliance. If Consultant does not maintain the policies of insurance required under this Section in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements under this Section, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Consultant's expense, the premium thereon. Consultant shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Consultant.

I. Evidence of Insurance. Prior to the performance of Services under this Agreement, Consultant shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section. The endorsements are subject to City's approval. Consultant may provide complete, certified copies of all required insurance policies to City. Consultant shall maintain current endorsements on file with City's Risk Manager. Consultant shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall furnish such proof at least two weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify City, Caltrans & LACMTA under Section 8 of this Agreement.

K. Broader Coverage/Higher Limits. If Consultant maintains broader coverage and/or higher limits than the minimums required above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

L. Subcontractor Insurance Requirements. Consultant shall require each of its subcontractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section.

10. Mutual Cooperation.

A. City's Cooperation. City shall provide Consultant with all pertinent Data, documents and other requested information as is reasonably available for Consultant's proper performance of the Services required under this Agreement.

B. Consultant's Cooperation. In the event any claim or action is brought against City relating to Consultant's performance of Services rendered under this Agreement, Consultant shall render any reasonable assistance that City requires.

11. Records and Inspections. Consultant shall maintain complete and accurate records with respect to time, costs, expenses, receipts, correspondence, and other such information required by City that relate to the performance of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to City, its designees and representatives at reasonable times, and shall allow City to examine and audit the books and records, to make transcripts therefrom as necessary, and to inspect all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three years after receipt of final payment.

12. Termination of Agreement.

A. Right to Terminate. City may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to Consultant at least five calendar days before the termination is to be effective. Consultant may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to City at least 60 calendar days before the termination is to be effective.

B. Obligations upon Termination. Consultant shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. In the event of City's termination of this Agreement due to no fault or failure of performance by Consultant, City shall pay Consultant based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the Services required by this Agreement. Consultant shall have no other claim against City by reason of such termination, including any claim for compensation.

13. Force Majeure. Consultant shall not be liable for any failure to perform its obligations under this Agreement if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to acts of God, embargoes, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond Consultant's reasonable control and not due to any act by Consultant.

14. Default.

A. Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default.

B. In addition to the right to terminate pursuant to Section 12, if the City Manager determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, City shall serve Consultant with written notice of the default. Consultant shall have ten calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance. In the event that Consultant fails to cure its default within such period of time, City may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

15. Notices. Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during Consultant’s and City’s regular business hours, or (c) three Business Days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the Party to be notified as set forth below:

If to City:

Attn: Anastasia Seims
City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, California 90266
Telephone: (310) 802-5361
Email: aseims@citymb.info

If to Consultant:

Sagar Pandey
S2 Engineering, Inc.
8608 Utica Avenue 100
Rancho Cucamonga, CA 91730
Telephone: (909) 615-7730
Email: sagarp@s2-ei.com

With a courtesy copy to:

Quinn M. Barrow, City Attorney
1400 Highland Avenue
Manhattan Beach, California 90266
Telephone: (310) 802-5061
Email: qbarrow@rwglaw.com

16. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

17. Prohibition of Assignment and Delegation. Consultant shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part,

without City's prior written consent. City's consent to an assignment of rights under this Agreement shall not release Consultant from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section shall be void and of no effect and shall entitle City to terminate this Agreement. As used in this Section, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

18. No Third Party Beneficiaries Intended. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

19. Waiver. No delay or omission to exercise any right, power or remedy accruing to City under this Agreement shall impair any right, power or remedy of City, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the Party making the waiver, (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

20. Final Payment Acceptance Constitutes Release. The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, subcontractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Consultant, its employees, subcontractors and agents.

21. Corrections. In addition to the above indemnification obligations, Consultant shall correct, at its expense, all errors in the work which may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction in a reasonably timely manner, such correction may be made by City, and the cost thereof shall be charged to Consultant. In addition to all other available remedies, City may deduct the cost of such correction from any retention amount held by City or may withhold payment otherwise owed Consultant under this Agreement up to the amount of the cost of correction.

22. Non-Appropriation of Funds. Payments to be made to Consultant by City for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that City does not appropriate sufficient funds for payment of Consultant's services beyond the current fiscal year, this

Agreement shall cover payment for Consultant's services only to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

23. Exhibits. Exhibits A, B, C & D constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, or between a provision of this Agreement and a provision of Consultant's proposal, the provisions of this Agreement shall control.

24. Entire Agreement and Modification of Agreement. This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written understandings and agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by both Parties.

25. Headings. The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the Parties to this Agreement.

26. Word Usage. Unless the context clearly requires otherwise, (a) the words "shall," "will" and "agrees" are mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

27. Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

28. Business Days. "Business days" means days Manhattan Beach City Hall is open for business.

29. Governing Law and Choice of Forum. This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a superior court with geographic jurisdiction over the City of Manhattan Beach.

30. Attorneys' Fees. In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party shall be entitled to recover all attorneys' fees, experts' fees, and other costs actually incurred

in connection with such litigation or other proceeding, in addition to all other relief to which that Party may be entitled.

31. Severability. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

32. Counterparts. This Agreement may be executed in multiple counterparts, all of which shall be deemed an original, and all of which will constitute one and the same instrument.

33. Corporate Authority. Each person executing this Agreement on behalf of his or her Party warrants that he or she is duly authorized to execute this Agreement on behalf of that Party and that by such execution, that Party is formally bound to the provisions of this Agreement.

[SIGNATURE PAGE FOLLOWS]

The Parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.

City:

City of Manhattan Beach,
a California municipal corporation

Consultant:

S2 Engineering, Inc.,
a California Corporation

DocuSigned by:
Bruce Moe 7/8/2020
By: EAD3C06848684FC...
Name: Bruce Moe
Title: City Manager

By: *Sagar Pandey*
Name: Sagar Pandey, P.E.
Title: Principal Engineer

ATTEST:

DocuSigned by:
Liza Tamura 7/8/2020
By: AFC50C3D1C0841E...
Name: Liza Tamura
Title: City Clerk

By: N/A
Name: _____
Title: _____

PROOF OF AUTHORITY TO BIND CONTRACTING PARTY REQUIRED

APPROVED AS TO FORM:

DocuSigned by:
Quinn Barrow 7/6/2020
By: 96FA866DAA974E9...
Name: Quinn M. Barrow
Title: City Attorney

APPROVED AS TO FISCAL CONTENT:

DocuSigned by:
Steve S Charelion 6/30/2020
By: F6C7B3D8337748E...
Name: Steve S. Charelion
Title: Finance Director

DocuSigned by:
Stephanie Katsouleas 6/30/2020
6EF60A43FB8C499...
Stephanie Katsouleas
Director of Public works

EXHIBIT A SCOPE OF SERVICES



City of Manhattan Beach
Construction Management Services
Sepulveda Blvd. Bridge Widening Project

Scope of Service and Work Plan: We show our project approach and project understanding to manage this City of Manhattan Beach (City) project below.

Our work plan will be divided into three parts:

- ❖ Pre-Construction Services
- ❖ During-Construction Services
- ❖ Project Close-Out Services

❖ **Pre-construction Services:** *As part of pre-construction services, **preconstruction services are not required to be performed per the RFP.** Therefore, we will not address the preconstruction services as part of our work plan. But, if the City decides to have us do any of the preconstruction services, we will work with the City to perform such tasks.*

❖ **During-Construction Services:** As part of construction services, we will provide the following types of services:

- ✓ Construction Project Administration/Documentation
- ✓ Cost and Schedule Control
- ✓ Inspection and Quality Assurance
- ✓ Materials Testing, Construction Surveying, Public Relations, Environmental Monitoring
- ✓ Other Services stated in Addendum 1 of the RFP

✓ **Construction Project Administration/Documentation** - As part of project administration, we will perform:

- **Pre-Construction Meetings** - Assist the city in conducting one or more pre-construction meetings with parties involved in the project, including permitting agencies, the designer, utility companies, Caltrans, and the City. We will address all concerns before the start of actual construction to avoid conflicts after starting work.
- **Regular Progress and Schedule Meetings:** We will conduct regular construction coordination meetings with the contractor, Caltrans, City, and utility companies. Participants in these meetings will depend on the agenda and action items. *We do not anticipate meetings where the designer and the contractor will be discussing issues because we, as your Construction Manager, will take the responsibility in communicating with the contractor on all design and contract issues.*
- **Submittal Reviews** - It is critical that certain submittals are reviewed before start of construction. The construction period is estimated based on certain number of days for submittal reviews; therefore, submittal reviews will be performed in earnest up front. These submittals could include detour and traffic handling plans, contingency plans, environmental surveys, CPM baseline schedule, ordering of lead items, demolition plan, temporary pedestrian access plan, mix design, material data sheets, shop drawings, safety requirements and procedures, environmental monitoring plan, and schedule of value for payment purpose.

Contractor's contingency plans will be reviewed so that daily activities are completed on time and "what if" scenarios are thought out so that we have backup plan to assure open lanes as required.

Responding to Contractor's RFI – Contractor's RFI will be responded to. Issues already specified in the contractor will be responded accordingly. Issues that need Designer's input will be coordinated with the designer via the City. When RFI are forwarded to the designer for response, we will normally provide our recommendation based on cost, schedule, and constructability aspect.



- **Regular Public Advisory Forum Meeting:** *S2 recommends scheduling regular Public Advisory Forum meeting after the meeting with the Contractor.* This will allow the public to come in when they want to and need more information or if they have any comments. Normally, very few people show up for these meeting; but this forum allows transparency and for the public to feel participating in the success of the project. The resident engineer used this forum very successfully on the I-10 Widening Project from LA County to I-15.
- **Prepare Quantity Sheets and Progress Payments:** We will maintain payment records and supporting documentation and prepare Contractor progress payments. Supporting document and methods used in quantity measurements should take us to the field level to document date of work, quantity measured, stage construction, inspector and checker's name, and other requirements such as prompt payment clause, mix design number, and Buy America provisions. Preliminary Notices and Stop Notices will be tracked monthly and The City will be advised about Stop Notices immediately.

All CCO work will be documented separately with tentative agreements (with diaries and photos). *We do not have authority to approve extra work without approval of the City.* Therefore, quantities will be tracked forward, and any requirements that may arise to increase item quantities will be forwarded to the City for approval on a proactive basis.

- **Maintain Project Records:** Our office engineer, Kendra Haslett, will maintain project documents according to Caltrans Local Assistance Procedure Manual (LAPM) and City's Quality Assurance Plan (which also covers requirements of Caltrans Construction Manual). Correspondence, memoranda, contract documents, diaries, test results, photos, change orders, claims, City's directives, meeting minutes, shop drawings, materials records, survey data, supplemental drawings, and progress payments will be recorded according to the Caltrans Construction Manual and City procedures
 - **City, State, and FHWA Audit:** We maintain all documents per Caltrans filing methods. S2 understands what goes into these filing systems and how documents are to be handled before filing. FHWA, through Caltrans, currently uses the "PY 19 Construction CAP Core Question Guide" to review the documents. S2 has gone through this audit in multiple projects; therefore, we will assure that all document meets this audit requirement.

Local Assistance Procedures Manual

Chapter 19 Oversight and Process Reviews

Chapter 19 of Caltrans' Local Assistance Procedure Manual (Latest LAPM issued January 2019) describes the oversight and review processes. Based on this document, there could be State / FHWA audits for construction process verification, Civil Rights (Americans with Disabilities Act, Equal Employment Opportunity, Disadvantaged Business Enterprise and Title VI) compliance, performing construction oversight of unusual and/or special issues, compliance with Environmental Commitment Records, source inspection and quality assurance compliance, and cost segregation in performance contract change order work.

We will assure that all field diaries are signed by the inspector and initialed by the resident engineer / structure representative to document that they have been reviewed. This assures the quality of the diaries, including any knowledge of risk associated with safety, public convenience, environment, cost, or schedule.

- *We file all incoming correspondence with reference of the response letter and date noted in the hard copy of the incoming correspondence. All logs will be maintained.*

- **Monthly Progress Report (MPR):** Preparation and submittal of an MPR that includes construction activity, accomplishments, safety and traffic issues, status of RFIs, submittals, current issues, CCOs, current project budget and schedule, and photos. This report, with photos, will be comprehensive for the City senior managers to have a good understanding of project issues, budgets, schedule, and risks.



- **Quality Standards:** We will ensure that the project meets all provisions of the City Quality Assurance Program Manual (which refers to CT Construction Manual) and inspection of work to ensure compliance with the contract documents. We will ensure the frequency of the materials testing and all required Certificates of Compliance are received prior to being incorporated into the work. This ensures that all work and the means/ methods comply with the contract, and proper documentation are in the project files.
 - **Labor Compliance:** We conduct labor interviews and review Contractors' certified payroll records/fringe benefit statements to verify hours paid versus hours worked (based on our daily diaries). We will assure that certified payrolls are submitted to the DIR as required by State law.
 - **"As-Built" Drawings:** Maintain a redlined set of project drawings by updating any revisions regularly as the work progresses. This provides documentation for changes to the plans as well as a permanent record.
- ✓ **Cost and Schedule Control**
- **Review Contractor's Baseline Schedule and Subsequent Updates.** S2 will monitor the contractor's construction schedules, 2- or 3-week look-ahead schedules on an ongoing basis and manage conditions that may lead to project delay.

There could be significant financial risk if the construction schedule is not managed proactively. When a schedule update is submitted by the contractor, it is required to be responded within 15 days. The contractor may request a meeting to resolve any TIA related issues. If there is no resolution, it is required that the contractor file an initial PCR within 5 business days of the rejection letter. TIA should be focused on impact of changed conditions for planned work and not work that is already completed. We bring to you the industry-tested resident engineer who has a niche in understanding the schedule risk and finding means to mitigate these risks.

Even when the TIA submitted by the contractor does not meet the requirements of the contract, a response to the TIA is a must to assure that there will be no claims based on the TIA considered being approved by default when not responded to within 15 days.

- **Pre-Activity Meeting:** Pre-activity meetings will be held to understand contractor's planned means and methods and to ensure that both parties agree with contract requirements. Issues that are critical to complete the activity will be discussed, including materials to be used, safety issues, contingency plans, hourly schedule, crew size and production, mix design and other materials requirements, environmental requirements, traffic management and detours, and documentation. Some of the activities require pre-activity review (such as Environmental, JPCP RSC Just-in-Time Training) per the requirements of the contract.
- **Construction Cost Management:** will require proactive approach to all issues related to submittals, plan reviews, contract covenant, production rate, and availability of material, and staging; it is required that fast-paced follow up decisions that are supported by the contract and concurred by the designer and Caltrans. Checking with the contractor on all construction issues before start of work has significant value in reducing CCO and delays.



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- **Permits:** The resident engineer will review permits and assure that construction complies with all permits; this will be coordinated with the City and the design engineer. Even before start of work, the resident engineer will assure that all required permits have been obtained. All permit documentation will be filed in the project folder. *Our experience tells us that significant potential cost and delays will be avoided by checking permit's validity and conditions early on.*
- **Contract Change Orders:** Contract change orders will be required in most projects to manage City's risk. *It is important to use CCOs to perform extra work, and not to correct work that has already been performed.* Our proposed resident engineer has a proactive approach in Construction Management. Therefore, *plans and specifications are reviewed proactively on a continuous basis to assure that no change orders will be required to correct work that has been completed.*

Any request from the Contractor for change or substitution will be evaluated, and a determination will be made if change order is required. Contractor is required to submit the cost proposal in the contract mandated Cost Proposal (COP) Form (Section 3.6.2 of the Special Provisions). We will respond to the COP within ten days. An independent cost estimate (ICE) will be performed, and the numbers will be compared with Contractor-submitted numbers. Markups allowed for change order work are 10% for labor, 15% for equipment and material, and an additional 5% prime markup for sub-contractor work. *One key experience of the proposed team is a thorough knowledge of production rates, equipment usage, and labor requirements to perform various activities. We carefully note what kind of production the contractor is getting so we are aware of what resources are need, and we use this knowledge in cost-savings CCO cost negotiation.*

- **Claims Mitigation:** We will identify and preemptively attempt to resolve all potential claims and track and monitor unresolved claims. S2 will assist the City in the identification, resolution, and final disposition of claims filed by the contractor or third parties. S2 provides the City with all necessary information to make informed decisions. We will begin implementation of a claim avoidance process in the early stages of construction.

It is noted that your Resident Engineer Sagar and Structure Representative Mario have successfully mitigated multiple potential claims through proactive documentation, and with their analytical skills and presentations to the DRB and in arbitration. Additionally, S. Krishnamoorthy, your SMR, has been instrumental in mitigating claims associated with source inspection procedures and protocol; this set of skills will be brought to this project.

- ✓ **Inspection and Quality Assurance -** As part of construction coordination and inspection responsibilities, S2 will perform:
 - **Coordination with Project Team:** Resident Engineer Sagar will be the single point of contact for issues related to construction management between contractor, City, and Caltrans oversight engineers. He will also serve as the point of contact with design engineers, utility companies, and City public relations staff. Sagar will coordinate with the contractor on a proactive basis to manage City's project risks in terms of safety, environment, safety, quality, cost, schedule, and documentation.
 - **Review of Contract Documents:** Prior to the contractor beginning a new activity, the contract documents will be reviewed to ensure work will be constructed per the plans as the designer intended. Any errors or deficiencies in the contract document will be communicated to the City and the designer; this will be documented; and, if required, we will develop cost analysis, CCOs, and supporting transmittal



CITY OF MANHATTAN BEACH
 Project No. 070802076

CHANGE ORDER PROPOSAL FORM
 3-4.2(a) CONTRACT CHANGE ORDER PROPOSAL SUMMARY REPORT

Date: _____
 CCO Proposal File # _____ Contractor: _____
 Item No. _____ Location: _____

	AMOUNT
General Contractor	
1. Labor Cost	\$ _____
2. Material Cost	\$ _____
3. Equipment Cost	\$ _____
4. Special Fees/Services	\$ _____
Subtotal Contractor Cost	\$ _____
5. Subcontractor/Sub-Subcontractor Name	
Labor Cost	\$ _____
Material Cost	\$ _____
Equipment Cost	\$ _____
Subtotal Subcontractor/Sub-Subcontractor Cost	\$ _____
Subcontractor/Sub-Subcontractor Name	
Labor Cost	\$ _____
Material Cost	\$ _____
Equipment Cost	\$ _____
TOTAL CONTRACT CHANGE ORDER COSTS	\$ _____



memoranda for proposed changes. This effective proactive management approach and experience have mitigated significant schedule, cost, and third-party permit documentation risks.

- **Coordination of all required inspections necessary for the Project:** The City will be notified immediately regarding any directives, recommendations, and notices received from other agencies. *We follow Caltrans' Construction Policy Bulletin" (CPB) very closely. Costly changes required per the requirements of CPBs have been averted because of implementation of CPB before performance of work with contract change order; no rework was required.*



- **Daily Inspections:** Inspect and document work to ensure compliance with the contract, permits, public access, safety, environmental, and labor compliance requirements. Any non-compliant work and its resolution will be reported to the City. Non-compliant work will be rejected in writing based on the covenant of the contract and it will be recorded in a non-compliance record log. The resident engineer will keep as-built drawings up to date as work progresses. When there is a dispute in the field whether work performed requires additional payment (with CCO), tentative agreement will be prepared for record purpose only.

- **Utility Coordination:** The project contains number of Utilities that are to be protected in place, relocated, or removed. A key to the successful on-time completion of the project is early identification and prompt communication with the utility owners and timely arrangement of work. We will confirm utility locations and oversee any necessary potholing. Special mention is made regarding the existing 6" Gas relocated, 2" gas protected in place, and 12" water protect in place. Existing 10" water line will remain in service until the new 12" water line is operational. Contractor should submit plan for water line removal and installation. 4" water abounded to be removed.

✓ **Materials Testing, Construction Surveying, Public Relations, Environmental Monitoring**

➤ **Materials Testing and Source Inspection** - As part of project support, S2 will bring in resources to perform source inspection (Caltrans DES METS requirements), materials testing, and batch plant inspection services. Addendum 1 of the RFP requires this task also to follow the City's Quality Assurance Plan.

All materials used in construction will be tested for compliance with contract documents with the frequency specified in the City QAP (based on Caltrans Construction Manual Chapter 6) and the special provisions of the contract. Materials testing services will be managed by the resident engineer with the support of Paul Shrestha (with more than 18 years in Caltrans-related construction materials testing services) who will take the Lead in supporting the resident engineer in all materials sampling, testing, reporting, and documenting field and laboratory testing services. All failing tests will be immediately reported to the contractor.



Summary sheets containing all results of each series of tests will be maintained. All test results will be reviewed for accuracy and signed off accordingly. We will run the laboratory testing of the materials from our laboratory in Pomona which is within Los Angeles county. All quality assurance documents will be filed in the proper sections between Category 28 and 41 of Caltrans filing system.

We have the experience and resources to perform source inspection and meet all responsibilities of Caltrans-experienced SMR. SIQMP will be prepared and risk level will be determined on the level of testing and inspection required for the material. A monthly SIQMP report will be prepared. S Krishnamoorthy is an expert



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in this field. He is well respected in Caltrans METS for the high quality of services he provides and for his deep understanding of construction materials.

➤ **Construction Surveying:** *David Evans and Associates (DEA)* will provide quality assurance surveying services. Per the clarification made in Addendum 1 of the RFP, we will only provide quality assurance surveying. the contractor is required to provide the line and grade to set up controls to perform its work. The contractor is also required to determine additional detailed lines and grade with takeoff from controls provided by its surveyor. This issue will be further discussed with the contractor in the preconstruction meeting; our surveying resources will be used only to check the contractor's work for quality assurance purpose. We may use survey services to get field data to determine quantities and check existing conditions after getting approval from the City.

DEA has the experience and the equipment to perform underground probe to determine the exact locations of buried utilities without potholing. This service will cut cost and add to the accuracy of the location of the existing utilities; this is how we manage risk.

DEA is also capable to use the 3D Laser technology to run the 3D coordinates of existing ground where cut and fill work will be performed. This is even more important where the contractor may have to move the material more than once. This service manages the risk of accounting for the movement of the dirt and roadway section.

The resident engineer has worked with the proposed survey lead, Bob Vasquez, and survey party chief Jerry Woodrow in multiple freeway construction projects. Thus, we can assure you that you are getting the surveying firm that has been well tested for its quality of work,

➤ **Public Outreach:** TRC is our public outreach services firm. Seamless coordination will be required between our resident engineer and the City's PIO officer and Caltrans. This will require constant communication and reaching out to the public with one voice. Some of the issues which reflects the quality of the project to the public during construction are *signal synchronization; public convenience; temporary pedestrian and bike safe access; site cleanness; existing shopping center access from Sepulveda BLVD, 33rd Street, Rosecrans Ave., and N Valley Dr.; noise and vibration; detours; and driveway access. Besides coordination will be required during the closure of North Valley Drive and also when sound and vibration monitoring is being performed, especially with the Innovative Fertility Services located on the east side of Sepulveda Avenue.*



TRCs' *Madison Viola* is an expert in public outreach in freeway and City projects. Madison will bring the same zeal in supporting City of Manhattan Beach, and Caltrans in this project.

TRC will support the City (in coordination with Caltrans Public Liaison Officer) by making a very effective and sustainable public outreach campaign for this project. Madison will work closely with the City's staff to have one formal voice in messaging the project to the public.



We will outline our Public Outreach Task to the City in the strategy meeting to be set up early on. Key issues will be outlined, and messaging protocols will be decided. Key tasks to be performed for public outreach services include:



❖ Preparing Public Outreach Plan – Set up strategy meeting with the City to draft the Outreach Plan and bring Caltrans to share the draft plan before finalizing it.

❖ Determining Key Messages and target audiences: Audience could be businesses, residents, traveling public, special events coordinator, emergency responders, schools, and specialty services businesses such as the

❖ Project Coordination / Construction Meetings: Madison will update the team regarding public outreach and take the upcoming schedule of work, detours, closures, and stage changes.

❖ Public Enquiry and Response Protocol: Public will have a phone number, email, and other social media to enquire about the project. System will be set up to respond to these enquiries; they will be logged. We will inform the agencies regarding these enquiries.

❖ Job photos will be coordinated with the resident engineer and field staff.

❖ Construction Update Bulletin will be prepared either to be sent directly to the public or to provide to the agency for them to place such updates in its website. Process will be determined early on.



➤ **Environmental Commitment Records** – As required by the Environmental Commitment Records (ECR) issued during the PS&E phase, work shall be performed and monitored per Section 14 of the Standard Specifications and the Special Provisions of the contract. The key to assure that work adheres to the requirements of ECR is to:

1. *Know the specifications and the requirements before encountering any bird or removing a nest*
2. *Train employees.*
3. *Never take chances.*
4. *Take care when scheduling projects*

Prior to the start of any ground-disturbing activities, a Monitoring and Discovery Plan shall be prepared. The Monitoring and Discover Plan will define the monitoring protocol and the procedures for addressing the discovery of protected birds and nests.

Our team will coordinate, document, and ensure compliance with the various permits and Environmental requirements, including confined space requirements, Department of Toxic Substances Control (DTSC), MDS, SWPPP, and BMPs, and issues stated in the environmental Commitments Record (ECR). Our team will survey, review, monitor, and ensure compliance with environmental requirements, including emissions, SWPPP, confined space, asbestos, and lead contamination. One of the first orders of work will be environmental baseline surveying. The contractor is required to provide an on-site biologist during construction.



Environmental Commitment has been made for nest discovery between February 15 and September 1. All work will be stopped within a 100-foot radius of the discovery except for Songbirds, it will be 150' and for raptors, it will be 500'.

Other commitments made by the project include:

- unearthing of cultural material will halt the work until a qualified archeologist accesses the location,
- sound and vibration monitoring and coordination with Innovative Monitoring Services
- construction of pedestrian tunnel prior to project construction,
- use of muffler on each internal combustion engine,
- limit of noise above 856 Db only between the hours of 7:30 am and 6:00 pm,
- notification of building occupant within 300' of work,



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- construction of pedestrian detour,
- and monitoring of ground water for existing well (east side of the roadway).

Additional conditions are placed in relations to the work that could affect the Innovative Fertility Center. These include construction near this facility to be limited to 20-day period per month, use of less noise and vibration intrusive pile installation technique.

- ✓ **Additional Scope of Services per Addendum 1 of the RFP** – Task 8 of the Scope of services, as stated in Addendum 1 of the RFP requires additional Scope of Services to be covered by us. These services are:

- *Prepare appropriate paperwork and submit to Caltrans on behalf of the City as such:*
 - ❖ Prepare construction award package: We will assist the City in the preparation of the construction award package. We will work closely with the City in reviewing the bids, tabulating them, reviewing unbalanced bid items, checking the calculations. We will work closely with the City in assisting the review for completeness of the bid package.
 - ❖ Process federal funding reimbursement requests based on invoices received for all aspects of the construction phase: We understand that the City is required to submit the complete reimbursement request to Caltrans / FHWA. Therefore, we will assure that all documents required for such submittal are complete and process the monthly pay estimate accordingly. These documents may include the required Prompt Payment certificates, Buy America certificates, Ped Access certificates, and ECR documents.
 - ❖ Prepare project close out documents for Caltrans approval: As stated in detail in the closeout phase of the scope of services, we will prepare / compile all project closeout construction document to be submitted to Caltrans. This includes all project documentation, materials certificate, and environmental certificate.
- *Assist the City staff during any audit performed by state or federal agencies:* We have in-depth experience in construction projects going through the State and Federal audits. As an example, in the I-215 Widening Segment 1 and 2 Project, we went through more than ten State and Federal audits. We will bring this experience to you to assure that construction and its documentation are managed to meet all audit standards.
- *Perform the 1-year warranty inspection one month before it is due* and create a comprehensive punch list and follow up with contractor and Caltrans to ensure the punch list items are adequately addressed to the satisfaction of Caltrans and the City.

- ❖ **Post-Construction Services:** Project close-out in coordination with Caltrans requires a total understanding of the review process and the timeline to close project after getting approval of Caltrans' Oversight (Roadway and Structures), Safety Committee, Operations, Maintenance, ADA Coordinator, Environmental Specialist, and acceptance of As-built plans.

- ✓ **Final Reviews:** The Resident Engineer will walk through the project and assure that Caltrans Safety committee, Operations, Maintenance, Environmental, and ADA coordinators accept the project. This coordination is normally done during construction phase to assure that we do not have last minute changes to be made.

- ✓ **Punch List:** The Resident Engineer will prepare a list of all items for the contractor to complete before close-out of the project. This is normally performed after meeting all permit requirements. We will communicate with the contractor regularly so that most of the work is completed even before issuance of a formal punch list. Punch lists will be prepared on different categories of work based on priorities.



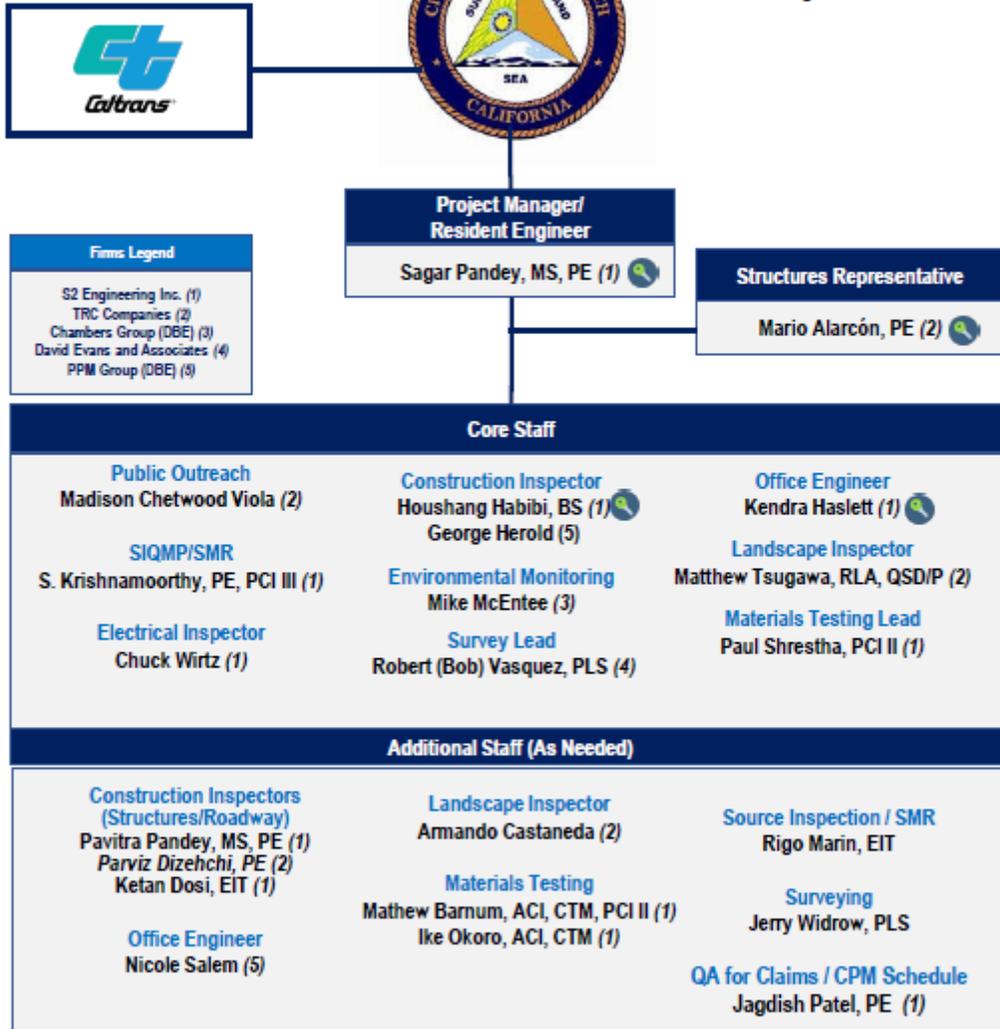
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- ✓ **As-Built Drawings:** Red-line drawings will be maintained throughout construction. After they are reviewed for correctness and inclusion of CCOs, the Resident Engineer will sign each sheet. This will be coordinated with the City and the designer. Timely submittals of correct and complete as-built plans are important so that project acceptance is not delayed.
- ✓ **Final Construction Reports:** The Resident Engineer will submit the Final Construction Report to the City, which includes project status in terms of cost and time, CCO, RFIs, lesson learned, close-out documents, and remaining claims (if any).
- ✓ **Final Caltrans and City Review:** Caltrans will be scheduled to review the project on a timely manner. This includes safety, operations, Environmental, SWPPP, and ADA compliance review. The City will also review the project within its limits to assure that all businesses and residents requirements stated in the contract are met, and work comply with the City Standards.
- ✓ **Project Files:** In accordance with the City and the requirements of the permits, permanent project records will be handed over to the City, including electronic files. Documents required to be submitted to Caltrans (including Structures Department) will be submitted.
- ✓ **Permit Release:** We will coordinate for release of all permits and provide confirmation of release to the City. This includes assuring completion of RWQCB by providing relevant document in SMART system to assist the LRP to complete the Notice of Termination.



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Organization Chart



- ✓ Represents Key Staff. These staff are fully committed to the City and will not be removed or replaced without the City's approval.
- ✓ All core staff are not full time. Specialty services staff will provide service on an as-needed basis.
- ✓ The resident engineer is a master scheduler; he will provide scheduling services.
- ✓ Our staff are multi-skilled. Construction Inspectors have qualification and experience of providing both roadway and structures inspection services in transportation and city projects.

EXHIBIT B APPROVED FEE SCHEDULE

EXHIBIT 10-H1 COST PROPOSAL | ACTUAL COST-PLUS-FIXED-FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS (DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Sub 2nd Tier Sub

Consultant: S2 Engineering, Inc.

For CM Services

Project No.: 1225-20

Contract: City of Manhattan Beach CM Svcs-Sepulveda Blvd. Bridge Widening

Date: 11/27/2019

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
*Project Manager/R.E.	Sagar Pandey, MS, PE	1,360	\$ 103.68	\$ 141,004.80
**Construction Inspector - ST	Houshang Habibi	2,160	\$ 63.50	\$ 137,160.00
**Construction Inspector - OT		32	\$ 95.25	\$ 3,048.00
**Construction Inspector - DT		0	\$ 127.00	\$ -
**Construction Inspector - ST	Ketan Dosi, EIT	108	\$ 63.50	\$ 6,858.00
**Construction Inspector - OT		15	\$ 95.25	\$ 1,428.75
**Construction Inspector - DT		0	\$ 127.00	\$ -
**Construction Inspector - ST	Pavitra Pandey, MS, PE	12	\$ 86.00	\$ 1,032.00
**Construction Inspector - OT		0	\$ 129.00	\$ -
**Construction Inspector - DT		0	\$ 172.00	\$ -
**Electrical Inspector - ST	Chuck Wirtz	400	\$ 65.10	\$ 26,040.00
**Electrical Inspector - OT		64	\$ 97.65	\$ 6,249.60
**Electrical Inspector - DT		0	\$ 130.20	\$ -
Office Engineer	Kendra Haslett	1,832	\$ 49.71	\$ 91,068.72

LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 413,889.87
b) Anticipated Salary Increases (see page 2)	\$ 2,503.83
c) TOTAL DIRECT LABOR COSTS	\$ 416,393.70

INDIRECT COSTS

d) Fringe Benefits Rate:	32.36%	e) Total Fringe Benefits	\$ 134,828.28
f) Overhead Rate:	0.00%	g) Overhead	\$ -
h) General and Administrative Rate:	107.16%	i) Gen & Admin	\$ 446,207.49
		j) TOTAL INDIRECT COSTS	\$ 581,035.77

FIXED FEE

k) TOTAL FIXED FEE	10.00%	\$ 99,742.95
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l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	28	month	\$ 789.13	\$ 22,095.64
Personal Vehicle (Mileage)	3000	mile	\$ 0.5750	\$ 1,725.00
Per Diem (if applicable - per Caltrans Travel Guidelines)			\$ -	\$ -
Lab Testing - see attached fee schedule			\$ -	\$ -
l) TOTAL OTHER DIRECT COSTS				\$ 23,820.64

m) SUBCONSULTANTS' COSTS

Subconsultant: <u>TRC Engineers, Inc.</u>	\$ 263,810.88
Subconsultant: <u>PPM Group</u>	\$ 13,074.77
m) TOTAL SUBCONSULTANTS' COSTS	\$ 276,885.66

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS	\$ 300,706.30
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TOTAL COST	\$ 1,397,878.72
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NOTES:

- Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.
- Prevailing Wage rates based on DIR Determination SC-23-63-2-2019-1D which has two (2) pre-determined increases pending.

EXHIBIT 10-H1 COST PROPOSAL | ACTUAL COST-PLUS-FIXED-FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Sub 2nd Tier Sub

Consultant: S2 Engineering, Inc.

For Specialty Services

Project No.: 1225-20

Contract: City of Manhattan Beach CM Svcs-Sepulveda Blvd. Bridge Widening

Date: 11/27/2019

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
*SIQMP/SMR	S. Krishnamoorthy, PE, PCI III	80	\$ 68.79	\$ 5,503.20
**Material Tester - ST	Paul Shrestha, PCI II	222	\$ 59.82	\$ 13,280.04
**Material Tester - OT		22	\$ 89.73	\$ 1,974.06
**Material Tester - DT		0	\$ 119.64	\$ -
**Material Tester - ST	Mathew Barnum, ACI, CTM, PCI II	250	\$ 58.25	\$ 14,562.50
**Material Tester - OT		25	\$ 87.38	\$ 2,184.38
**Material Tester - DT		0	\$ 116.50	\$ -
**Material Tester - ST	Ike Okoro, ACI, CTM	270	\$ 56.10	\$ 15,147.00
**Material Tester - OT		27	\$ 84.15	\$ 2,272.05
**Material Tester - DT		0	\$ 112.20	\$ -

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LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 54,923.23
b) Anticipated Salary Increases (see page 2)	\$ 2,503.83
c) TOTAL DIRECT LABOR COSTS	\$ 57,427.06

INDIRECT COSTS

d) Fringe Benefits Rate:	32.38%	e) Total Fringe Benefits	\$ 18,594.86
f) Overhead Rate:	0.00%	g) Overhead	\$ -
h) General and Administrative Rate:	107.16%	i) Gen & Admin	\$ 61,538.84
		j) TOTAL INDIRECT COSTS	\$ 80,133.72

FIXED FEE

k) TOTAL FIXED FEE	10.00%	\$ 13,756.08
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l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	2	month	\$ 789.13	\$ 1,578.26
Personal Vehicle (Mileage)	10000	mile	\$ 0.5750	\$ 5,750.00
Per Diem (if applicable - per Caltrans Travel Guidelines)			\$ -	\$ -
Lab Testing - see attached fee schedule	1	test	\$ 20,000.00	\$ 20,000.00

l) **TOTAL OTHER DIRECT COSTS** **\$ 27,328.26**

m) SUBCONSULTANTS' COSTS

Subconsultant: TRC Engineers, Inc. - Public Outreach Services	\$ 47,952.36
Subconsultant: Chambers Group, Inc. - Environmental Services	\$ 30,713.25
Subconsultant: David Evans and Associates, Inc. - Surveying Services	\$ 34,514.01
m) TOTAL SUBCONSULTANTS' COSTS	\$ 113,179.62

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS** **\$ 140,507.88**

TOTAL COST **\$ 291,824.74**

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.
4. Prevailing Wage rates based on DIR Determination SC-23-63-2-2019-1D which has two (2) pre-determined increases pending.

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EXHIBIT 10-H1 COST PROPOSAL | ACTUAL COST-PLUS-FIXED-FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
 (CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant: S2 Engineering, Inc.

Project No.: 1225-20 Contract: City of Manhattan Beach CM Svcs-Sepulveda Blvd. Bridge Widening 11/27/2019

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor	Total Hours per		Avg	5 Year
<u>Subtotal</u> per Cost	Cost Proposal		Hourly	Contract
Proposal			Rate	Duration
\$413,889.87	5,983	=	\$69.18	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$69.18	+	3%	=	\$71.26	Year 2 Avg Hourly Rate
Year 2	\$71.26	+	3%	=	\$73.40	Year 3 Avg Hourly Rate
Year 3	\$73.40	+	3%	=	\$75.60	Year 4 Avg Hourly Rate
Year 4	\$75.60	+	3%	=	\$77.87	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed		Total Hours per Cost		Total Hours per	
	Each Year		Proposal		Year	
Year 1	80.0%	*	5,983	=	4,786	Estimated Hours Year 1
Year 2	20.0%	*	5,983	=	1,197	Estimated Hours Year 2
Year 3	0.0%	*	5,983	=	0	Estimated Hours Year 3
Year 4	0.0%	*	5,983	=	0	Estimated Hours Year 4
Year 5	0.0%	*	5,983	=	0	Estimated Hours Year 5
Total	100%		Total	=	5,983	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate		Estimated hours		Cost per	
	(calculated above)		(calculated above)		Year	
Year 1	\$69.18	*	4,786	=	\$331,095.48	Estimated Hours Year 1
Year 2	\$71.26	*	1,197	=	\$85,298.22	Estimated Hours Year 2
Year 3	\$73.40	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$75.60	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$77.87	*	0	=	\$0.00	Estimated Hours Year 5
			Total Direct Labor Cost with Escalation	=	\$416,393.70	
			Direct Labor Subtotal before Escalation	=	\$413,889.87	
			<i>Estimated total of Direct Labor Salary</i>	=	\$2,503.83	<i>Transfer to Page 1</i>
			<i>Increase *</i>			

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.
5. If 100% performed in Year 1 or increase calculation result is less than \$0, \$0 is reflected by default.

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #1) PAGE 1 OF 2
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(CONSTRUCTION MANAGEMENT SERVICES)

Sub Consultant: TRC Solutions (Subconsultant) Contract No. 1225-20 Date 1/7/2020

DIRECT LABOR

Classification/Title	Name	hours	Actual Hourly Rate	Total
Structures Rep	Mario Alarcon, PE	1,180	\$85.00	\$100,300.00
Construction Inspector	Parviz Dizechchi, PE	12	\$64.90	\$778.80
Construction Inspector (Landscape)	Matt Tsugawa, PLS	8	\$68.00	\$544.00
				\$0.00
TOTAL		1,200		\$101,622.80

LABOR COSTS

a) Subtotal Direct Labor Costs	\$101,622.80
b) Anticipated Salary Increases (see page 2 for sample)	\$1,016.23
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$102,639.03

FRINGE BENEFITS

d) Fringe Benefits (Rate: <u>49.44%</u>)	e) Total Fringe Benefits
	[(c) x (d)] \$50,744.74

INDIRECT COSTS

f) Overhead (Rate: <u>78.22%</u>)	g) Overhead [(c) x (f)]
h) General and Administrative (Rate: <u> </u>)	i) Gen & Admin [(c) x (h)]
	\$80,284.25
	\$0.00
	j) Total Indirect Costs [(e) + (g) + (i)]
	\$131,028.98

FEE (Profit)

q) (Rate: <u>10.00%</u>)	k) TOTAL FIXED PROFIT [(c) + (j) x (q)]
	\$23,366.80

OTHER DIRECT COSTS (ODC)

Description	QNTY	Unit	Unit Cost	Total
l) Travel/Mileage Costs (supported by consultant actual costs)	1200	hr	\$5.4500	\$6,540.00
FCCM (per FAR 52.215-16 in compliance with 31.205-10(b)). % of Direct Labor		%	0.23%	\$236.07
				\$0.00
p) Total Other Direct Costs [(l) + (m) + (n) + (o)]				\$6,776.07

TOTAL COST [(c) + (j) + (k) + (p)] **\$263,810.88**

NOTES:

- Employees subject to prevailing wage requirements to be marked with an *.
- ODC items should be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered "tools of the trade" are not reimbursable.
- ODC items should be consistently billed directly to all clients, not just when client will pay for them as a direct cost.
- ODC items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in overhead rate.

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #1) PAGE 2 OF 2
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
 (CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant TRC Solutions (Subconsultant) Contract No. 1225-20 Date 1/7/2020

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$101,622.80	1,200		\$84.69	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$84.69	+	5%	=	\$88.92	Year 2 Avg Hourly Rate
Year 2	\$88.92	+	5%	=	\$93.37	Year 3 Avg Hourly Rate
Year 3	\$93.37	+	5%	=	\$98.03	Year 4 Avg Hourly Rate
Year 4	\$98.03	+	5%	=	\$102.94	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	80.00%	*	1200.0	=	960.0	Estimated Hours Year 1
Year 2	20.00%	*	1200.0	=	240.0	Estimated Hours Year 2
Year 3	0.00%	*	1200.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	1200.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	1200.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	1200.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$84.69	*	960	=	\$81,298.24	Estimated Hours Year 1
Year 2	\$88.92	*	240	=	\$21,340.79	Estimated Hours Year 2
Year 3	\$93.37	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$98.03	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$102.94	*	0	=	\$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$102,639.03	
	Direct Labor Subtotal before Escalation			=	\$101,622.80	
	Estimated total of Direct Labor Salary Increase			=	\$1,016.23	Transfer to Page 1

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #1) PAGE 1 OF 2
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(CONSTRUCTION MANAGEMENT SERVICES)

Sub Consultant TRC Solutions (Subconsultant) Contract No. 1225-20 Date 1/7/2020

DIRECT LABOR

Classification/Title	Name	hours	Actual Hourly Rate	Total
Madison Chetwood Viola	Public Outreach	192	\$96.50	\$18,528.00
				\$0.00
	TOTAL	192		\$18,528.00

LABOR COSTS

a) Subtotal Direct Labor Costs	\$18,528.00
b) Anticipated Salary Increases (see page 2 for sample)	\$185.28
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$18,713.28

FRINGE BENEFITS

d) Fringe Benefits (Rate: <u>49.44%</u>)	e) Total Fringe Benefits
	[(c) x (d)] \$9,251.85

INDIRECT COSTS

f) Overhead (Rate: <u>78.22%</u>)	g) Overhead [(c) x (f)]	\$14,637.53
h) General and Administrative (Rate: <u> </u>)	i) Gen & Admin [(c) x (h)]	\$0.00
	j) Total Indirect Costs [(e) + (g) + (i)]	\$23,889.37

FEE (Profit)

q) (Rate: <u>10.00%</u>)	k) TOTAL FIXED PROFIT [(c) + (j)] x (q)]	\$4,260.27
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OTHER DIRECT COSTS (ODC)

Description	QNTY	Unit	Unit Cost	Total
l) Travel/Mileage Costs (supported by consultant actual costs)	192	hr	\$5.4500	\$1,046.40
FCCM (per FAR 52.215-16 in compliance with 31.205-10(b)). % of Direct Labor		%	0.23%	\$43.04
				\$0.00
p) Total Other Direct Costs [(l) + (m) + (n) + (o)]				\$1,089.44

TOTAL COST [(c) + (j) + (k) + (p)] **\$47,952.36**

NOTES:

- Employees subject to prevailing wage requirements to be marked with an *.
- ODC items should be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered "tools of the trade" are not reimbursable.
- ODC items should be consistently billed directly to all clients, not just when client will pay for them as a direct cost.
- ODC items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in overhead rate.

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #1) PAGE 2 OF 2
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant TRC Solutions (Subconsultant) Contract No. 1225-20 Date 1/7/2020

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor <u>Subtotal</u> per Cost Proposal \$18,528.00	Total Hours per Cost Proposal 192	=	Avg Hourly Rate \$96.50	5 Year Contract Duration Year 1 Avg Hourly Rate
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2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$96.50	+	5%	=	\$101.33	Year 2 Avg Hourly Rate
Year 2	\$101.33	+	5%	=	\$106.39	Year 3 Avg Hourly Rate
Year 3	\$106.39	+	5%	=	\$111.71	Year 4 Avg Hourly Rate
Year 4	\$111.71	+	5%	=	\$117.30	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	80.00%	*	192.0	=	153.6	Estimated Hours Year 1
Year 2	20.00%	*	192.0	=	38.4	Estimated Hours Year 2
Year 3	0.00%	*	192.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	192.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	192.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	192.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$96.50	*	154	=	\$14,822.40	Estimated Hours Year 1
Year 2	\$101.33	*	38	=	\$3,890.88	Estimated Hours Year 2
Year 3	\$106.39	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$111.71	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$117.30	*	0	=	\$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$18,713.28	
	Direct Labor Subtotal before Escalation			=	\$18,528.00	
	Estimated total of Direct Labor Salary Increase			=	\$185.28	Transfer to Page 1

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #1) PAGE 1 OF 2
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(CONSTRUCTION MANAGEMENT SERVICES)

Sub Consultant Chambers Group, Inc. (Subconsultant) Contract No. 1225-20 Date 12/16/2019

DIRECT LABOR

Classification/Title	Name	hours	Actual Hourly Rate	Total
Environmental Director	Paul Morrissey	1	\$64.42	\$64.42
Environmental Support	Heather Franklin	12	\$38.06	\$456.72
Environmental Inspector	Mauricio Gomez	248	\$33.64	\$8,342.72
				\$0.00
				\$0.00
TOTAL				\$8,863.86

LABOR COSTS

a) Subtotal Direct Labor Costs	\$8,863.86
b) Anticipated Salary Increases (see page 2 for sample)	\$88.64
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$8,952.50

FRINGE BENEFITS

d) Fringe Benefits (Rate: <u>36.20%</u>)	e) Total Fringe Benefits
	[(c) x (d)] \$3,240.80

INDIRECT COSTS

f) Overhead (Rate: <u>42.58%</u>)	g) Overhead [(c) x (f)]	\$3,811.97
h) General and Administrative (Rate: <u>119.00%</u>)	i) Gen & Admin [(c) x (h)]	\$10,653.47
	j) Total Indirect Costs [(e) + (g) + (i)]	\$17,706.25

FEE (Profit)

q) (Rate: <u>10.00%</u>)	k) TOTAL FIXED PROFIT [(c) + (j)] x (q)]	\$2,665.88
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OTHER DIRECT COSTS (ODC)

Description	QNTY	Unit	Unit Cost	Total
l) Travel/Mileage Costs (supported by consultant actual costs)	2415	mile	\$0.5750	\$1,388.63
m) Materials Lab Testing				\$0.00
n) QA Source Inspection Testing				\$0.00
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)				\$0.00
p) Total Other Direct Costs [(l) + (m) + (n) + (o)]				\$1,388.63

TOTAL COST [(c) + (j) + (k) + (p)] **\$30,713.25**

NOTES:

- Employees subject to prevailing wage requirements to be marked with an *.
- ODC items should be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered "tools of the trade" are not reimbursable.
- ODC items should be consistently billed directly to all clients, not just when client will pay for them as a direct cost.
- ODC items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in overhead rate.

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #1) PAGE 2 OF 2
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
 (CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant Chambers Group, Inc. (Subconsultant) Contract No. 1225-20 Date 12/16/2019

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor <u>Subtotal</u> per Cost Proposal \$8,863.86	Total Hours per Cost Proposal 261	=	Avg Hourly Rate \$33.96	5 Year Contract Duration Year 1 Avg Hourly Rate
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2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$33.96	+	5%	=	\$35.66	Year 2 Avg Hourly Rate
Year 2	\$35.66	+	5%	=	\$37.44	Year 3 Avg Hourly Rate
Year 3	\$37.44	+	5%	=	\$39.31	Year 4 Avg Hourly Rate
Year 4	\$39.31	+	5%	=	\$41.28	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	80.00%	*	261.0	=	208.8	Estimated Hours Year 1
Year 2	20.00%	*	261.0	=	52.2	Estimated Hours Year 2
Year 3	0.00%	*	261.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	261.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	261.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	261.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$33.96	*	209	=	\$7,091.09	Estimated Hours Year 1
Year 2	\$35.66	*	52	=	\$1,861.41	Estimated Hours Year 2
Year 3	\$37.44	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$39.31	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$41.28	*	0	=	\$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$8,952.50	
	Direct Labor Subtotal before Escalation			=	\$8,863.86	
	Estimated total of Direct Labor Salary Increase			=	\$88.64	Transfer to Page 1

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #1) PAGE 2 OF 2
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant David Evans and Associates, Inc. (Subconsultant) Contract No. 1225-20 Date 11/27/2019

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$10,892.88	208	=	\$52.37	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate	+	Proposed Escalation	=	
Year 1	\$52.37	+	5%	=	\$54.99 Year 2 Avg Hourly Rate
Year 2	\$54.99	+	5%	=	\$57.74 Year 3 Avg Hourly Rate
Year 3	\$57.74	+	5%	=	\$60.62 Year 4 Avg Hourly Rate
Year 4	\$60.62	+	5%	=	\$63.66 Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year	*	Total Hours per Cost Proposal	=	Total Hours per Year	
Year 1	80.00%	*	208.0	=	166.4	Estimated Hours Year 1
Year 2	20.00%	*	208.0	=	41.6	Estimated Hours Year 2
Year 3	0.00%	*	208.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	208.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	208.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	208.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)	*	Estimated hours (calculated above)	=	Cost per Year	
Year 1	\$52.37	*	166	=	\$8,714.30	Estimated Hours Year 1
Year 2	\$54.99	*	42	=	\$2,287.50	Estimated Hours Year 2
Year 3	\$57.74	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$60.62	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$63.66	*	0	=	\$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$11,001.81	
	Direct Labor Subtotal before Escalation			=	\$10,892.88	
	Estimated total of Direct Labor Salary			=	\$108.93	Transfer to Page 1

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #1) PAGE 2 OF 2
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant PPM Group (Subconsultant) Contract No. 1225-20 Date 1/7/2020

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$4,324.00	64	=	\$67.56	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate	+	Proposed Escalation	=	
Year 1	\$67.56	+	5%	=	\$70.94 Year 2 Avg Hourly Rate
Year 2	\$70.94	+	5%	=	\$74.49 Year 3 Avg Hourly Rate
Year 3	\$74.49	+	5%	=	\$78.21 Year 4 Avg Hourly Rate
Year 4	\$78.21	+	5%	=	\$82.12 Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year	*	Total Hours per Cost Proposal	=	Total Hours per Year	
Year 1	80.00%	*	64.0	=	51.2	Estimated Hours Year 1
Year 2	20.00%	*	64.0	=	12.8	Estimated Hours Year 2
Year 3	0.00%	*	64.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	64.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	64.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	64.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)	*	Estimated hours (calculated above)	=	Cost per Year	
Year 1	\$67.56	*	51	=	\$3,459.20	Estimated Hours Year 1
Year 2	\$70.94	*	13	=	\$908.04	Estimated Hours Year 2
Year 3	\$74.49	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$78.21	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$82.12	*	0	=	\$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$4,367.24	
	Direct Labor Subtotal before Escalation			=	\$4,324.00	
	Estimated total of Direct Labor Salary Increase			=	\$43.24	Transfer to Page 1

EXHIBIT C FEDERAL FUNDING REQUIREMENTS

The project/services is supported in whole or in part with federal funds. Consultant shall comply with all applicable federal laws, regulations, and requirements and that certain "Call for Projects Letter of Agreement" between City and Los Angeles County Metropolitan Transportation Authority, and shall follow applicable federal guidance, except as the Federal Transportation (FTA)/**Federal Highway Administration (FHWA)** determines otherwise in writing, including, without limitation, those laws, regulations, requirements, and guidelines for the Regional Service Transportation Program (RSTP), the Highway Safety Improvement Program (HSIP), the Congestion Mitigation and Air Quality Improvement Program (CMAQ), the Safe Routes to School Program (SRTS/SR2S), the Active Transportation Program (ATP), and the Surface Transportation Program Local (STPL), as applicable to this Agreement.

Consultant acknowledges that the FTA may conduct oversight of Contractor's/Consultant's compliance with applicable federal requirements for safety and security, procurement (including Buy America requirements), management, and finance, and take enforcement action if Consultant violates an applicable federal law, regulation, or requirement, or does not follow applicable federal guidance.

Consultant further acknowledges that federal requirements that apply to this Agreement, and any amendments thereto, may change due to changes in federal law, regulation, other requirements, or guidance; and such changes to those federal requirements will apply to this Agreement.

Required Federal Assurances

1. If applicable, Consultant shall provide its unique entity identifier for SAM [currently, its DUNS number] to City.
2. Consultant shall not discriminate based on race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted subagreement, third party contract, and third party subcontract, as applicable, and the administration of its DBE program or the requirements of 49 C.F.R. part 26. Consultant shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted subagreements, third party contracts, and third party subcontracts, as applicable.
3. Consultant shall prohibit discrimination based on race, color, or national origin, and comply with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d *et seq.*, U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and Federal transit law, specifically 49 U.S.C. § 5332. Consultant shall follow: (1) the most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to

the extent consistent with applicable federal laws, regulations, requirements, and guidance; (2) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3; and (3) all other applicable federal guidance that may be issued.

4. Consultant shall prohibit discrimination based on race, color, religion, sex, sexual orientation, gender identity, or national origin, and (1) comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.*; (2) facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965 (42 U.S.C. § 2000e note), as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs; (3) comply with federal transit law, specifically 49 U.S.C. § 5332, as provided in the most recent edition of the United States of America Department of Transportation Federal Transit Administration Master Agreement ("Master Agreement"); (4) FTA Circular 4704.1 "Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients;" and (5) follow other federal guidance pertaining to EEO laws, regulations, and requirements, and prohibitions against discrimination on the basis of disability.
5. Consultant shall, if required to do so by U.S. DOT regulations (49 C.F.R. part 21) or U.S. Department of Labor regulations (41 C.F.R. chapter 60), take affirmative action that includes, but is not limited to: (1) recruitment advertising, recruitment, and employment; (2) rates of pay and other forms of compensation; (3) selection for training, including apprenticeship, and upgrading; and (4) transfers, demotions, layoffs, and terminations; but recognize that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer."
6. Consultant shall facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Federal Grant Agreement as set forth in the Master Agreement.
7. Consultant shall comply with all federal laws, regulations, and requirements providing protections for construction employees involved in each project or related activities with federal assistance provided through the Federal Grant Agreement, if applicable, including federal prevailing wage requirements, wage and hour requirements, "Anti-Kickback prohibitions, and construction site safety requirements, as set forth in the Master Agreement.
8. Consultant shall comply with all federal laws, regulations, and requirements providing wage and hour protections for nonconstruction employees, including Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq.*, and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards

Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. part 5.

9. Consultant shall comply with the Fair Labor Standards Act (FLSA), 29 U.S.C. § 201 *et seq.* to the extent that the FLSA applies to employees performing work with federal assistance provided through the Federal Grant Agreement involving commerce, and as the federal government otherwise determines applicable.
10. Consultant, if the Federal Grant Agreement involves the award of federal assistance appropriated or made available for FTA programs involving public transportation operations, shall comply with the employee protective arrangements of 49 U.S.C. § 5333(b).
11. Consultant shall comply with federal debarment and suspension requirements and review the SAM at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200. Consultant shall include a similar provision in each subcontract.
12. Consultant shall implement reasonable measures to safeguard protected personally identifiable information as well as any information that the FTA or pass-through entity designates as sensitive.
13. Consultant shall, if applicable, comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6321 *et seq.*, and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance required under FTA regulations, “Requirements for Energy Assessments,” 49 C.F.R. part 622, subpart C.
14. As provided in 49 U.S.C. § 5325(k), to the extent practicable, Consultant shall give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.
15. Consultant shall retain complete and readily accessible records related in whole or in part to the Federal Grant Agreement, including, without limitation, data, documents, reports, statistics, subagreements, leases, third party contracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
16. Consultant shall provide the U.S. Secretary of Transportation and the Comptroller General of the United States, the state, or their duly authorized representatives, access to all third party contract records (at any tier) as required under 49 U.S.C.

§ 5325(g), and sufficient access to all third party contract records (at any tier) as needed for compliance with applicable federal laws, regulations, and requirements or to assure proper management of the Federal Funding Agreement as determined by FTA.

17. Consultant shall provide, and require its subcontractors/subconsultants to provide, sufficient access to inspect and audit records and information related to the federal award, the accompanying Federal Funding Agreement, and any amendments thereto, to the U.S. Secretary of Transportation or the Secretary's duly authorized representatives, to the Comptroller General of the United States, and the Comptroller General's duly authorized representatives, and to City. Consultant shall permit those individuals listed above to inspect all work and materials related to the federal award, and to audit any information related to the federal award under the Contractor's/Consultant's control within books, records, accounts, or other locations.
18. Consultant shall permit FTA to have access to the sites of performance of its federal award, the accompanying Federal Grant Agreement, and any amendments thereto, and to make site visits as needed in compliance with the U.S. DOT Common Rules.
19. When procuring architectural engineering or related services supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53 or provided in any other law requiring the federal award to be administered under 49 U.S.C. chapter 53, Consultant shall comply with 49 U.S.C. § 5325(b).
20. Consultant may earn or keep the profits it may derive as a result of the federal award, but Consultant agrees that any such profits must be used in a manner consistent with the provisions of the Master Agreement or applicable federal guidance.
21. Except as the federal government determines otherwise in writing, Consultant shall seek and obtain federal assistance only for eligible costs of the federal award in accordance with the provisions of the most recent edition of the Master Agreement or applicable federal guidance.
22. Consultant shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, 22 U.S.C. § 7104(g), and U.S. OMB regulatory guidance, "Award Term for Trafficking in Persons," 2 C.F.R. part 175, per U.S. OMB's direction, and shall inform the FTA immediately of any information it receives from any source alleging a violation of such requirements and guidance.
23. Consultant shall establish and maintain written standards of conduct covering conflicts of interest in accordance with the provisions of the Master Agreement.
24. Consultant shall not use federal assistance to influence any officer or employee of a federal agency, member of Congress or an employee of a member of Congress,

or officer or employee of Congress on matters that involve the Federal Grant Agreement, including any extension or modification, according to the following: (1) the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended, (2) U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. part 20, to the extent consistent with 31 U.S.C. § 1352, as amended, and (3) other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature.

25. Consultant acknowledges that its patent rights and responsibilities in a federally assisted invention, improvement, or discovery will be determined as provided in applicable federal laws, regulations, requirements, and guidance, including any waiver thereof.
26. Consultant shall comply with flood insurance laws and guidance, if applicable, in accordance with the provisions of the Master Agreement.
27. Consultant shall comply with all applicable environmental and resource use laws, regulations, and requirements, and follow applicable guidance, now in effect or that may become effective in the future, including state and local laws, ordinances, regulations, and requirements and follow applicable guidance as set forth in the Master Agreement.
28. Consultant shall promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, (59 Fed. Reg. 7629, 3 C.F.R. 1994 Comp., p. 859) as well as facilitating compliance with that Executive Order; (2) U.S. DOT Order 5610.2(a), "Department of Transportation Updated Environmental Justice Order," 77 Fed. Reg. 27534, May 10, 2012; and (3) the most recent edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable federal laws, regulations, requirements, and guidance.
29. Consultant shall comply with all applicable federal laws, regulations, and requirements, and will follow applicable guidance, including, but not limited to, the Clean Air Act, Clean Water Act, Wild and Scenic Rivers Act of 1968, Coastal Zone Management Act of 1972, the Endangered Species Act of 1973, Magnuson Stevens Fishery Conservation and Management Act, Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation, and Liability Act, Executive Order No. 11990 relating to "Protection of Wetlands," and Executive Order No. 11988, as amended, "Floodplain Management."
30. Consultant shall comply with U.S. DOT laws, specifically 49 U.S.C. § 303 (often referred to as "section 4(f)"), and joint FHWA and FTA regulations, "Parks,

Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites,” 23 C.F.R. part 774, and referenced in 49 C.F.R. part 622.

31. Consultant shall (1) comply with U.S. DOT laws, including 49 U.S.C. § 303 (often referred to as “section 4(f)”), which requires certain findings be made before an Award may be undertaken if it involves the use of any land from a historic site that is on or eligible for inclusion on the National Register of Historic Places; (2) encourage compliance with the federal historic and archaeological preservation requirements of section 106 of the National Historic Preservation Act, as amended, 54 U.S.C. § 306108; (3) comply with the Archeological and Historic Preservation Act of 1974, as amended, 54 U.S.C. § 312501 *et seq.*; (4) comply with U.S. Advisory Council on Historic Preservation regulations, “Protection of Historic Properties,” 36 C.F.R. part 800; (5) comply with federal requirements and follow federal guidance to avoid or mitigate adverse effects on historic properties.
32. Consultant shall facilitate compliance with federal efforts to promote the preservation of places and objects of religious importance to American Indians, Eskimos, Aleuts, and Native Hawaiians, and facilitate compliance with the American Indian Religious Freedom Act, 42 U.S.C. § 1996, and Executive Order No. 13007, “Indian Sacred Sites,” May 24, 1996, 42 U.S.C. § 3161 note (61 Fed. Reg. 26771).
33. Consultant shall not engage in charter service, except as permitted under federal transit laws, specifically 49 U.S.C. § 5323(d), (g), and (r), FTA regulations, “Charter Service,” 49 C.F.R. part 604, any other federal Charter Service regulations, federal requirements, or federal guidance. If Consultant engages in a pattern of violations of FTA’s Charter Service regulations, FTA may require corrective measures and remedies, including withholding an amount of federal assistance as provided in FTA’s Charter Service regulations, 49 C.F.R. part 604, appendix D, or barring Consultant from receiving federal assistance provided in 49 U.S.C. chapter 53, 23 U.S.C. § 133, or 23 U.S.C. § 142.
34. If applicable, Consultant shall not engage in school bus operations exclusively for the transportation of students or school personnel in competition with private school bus operators, except as permitted by federal transit laws, 49 U.S.C. § 5323(f) or (g), FTA regulations, “School Bus Operations,” 49 C.F.R. part 605, and any other applicable federal “School Bus Operations” laws, regulations, requirements, or applicable federal guidance. If Consultant operates school bus service in violation of FTA’s School Bus laws, regulations, or requirements, FTA may require Consultant to take such remedial measures as FTA considers appropriate, or bar Consultant from receiving federal transit assistance.
35. Consultant shall, if applicable, comply with the economic and insurance registration requirements of the: (1) U.S. Federal Motor Carrier Safety Administration (U.S. FMCSA) regulations, “Minimum Levels of Financial Responsibility for Motor Carriers,” 49 C.F.R. part 387, if it is engaged in operations

requiring compliance with 49 C.F.R. part 387, it is engaged in interstate commerce, and it is not within a defined commercial zone; and (2) the provisions of 49 U.S.C. § 31138(e)(4), which supersede inconsistent provisions of 49 C.F.R. part 387, and reduce the amount of insurance Consultant must obtain to the highest amount required by any state in which the public transportation provider operates, if it operates within a public transportation service area located in more than one state, and receives federal assistance under 49 U.S.C. §§ 5307, 5310, and 5311.

36. Consultant shall, if applicable, comply with: (1) the safety requirements of U.S. FMCSA regulations, "Federal Motor Carrier Safety Regulations," 49 C.F.R. parts 390 – 397, to the extent applicable; and (2) the driver's license requirements of U.S. FMCSA regulations, "Commercial Driver's License Standards, Requirements, and Penalties," 49 C.F.R. part 383, and "State Compliance with Commercial Driver's License," 49 C.F.R. part 384, to the extent applicable, with the substance abuse requirements and guidance of U.S. FMCSA's regulations, "Controlled Substances and Alcohol Use and Testing," 49 C.F.R. part 382, and implementing federal guidance, to the extent applicable.
37. Consultant shall comply with the following U.S. DOT Special Provision pertaining to Distracted Driving: (1) *Safety*. Consultant agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Consultant owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the federal award, or when performing any work for or on behalf of the federal award; and (2) *Recipient Size*. Consultant agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
38. Consultant shall comply with: (1) Federal transit laws, specifically 49 U.S.C. § 5331; (2) FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 C.F.R. part 655; and (3) applicable provisions of U.S. DOT regulations, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs," 49 C.F.R. part 40. If the FTA determines that Consultant receiving federal assistance under 49 U.S.C. chapter 53 is not in compliance with 49 C.F.R. part 655, the Federal Transit Administrator may bar Consultant from receiving all or a portion of the federal transit assistance for public transportation it would otherwise receive.
39. Consultant acknowledges that the FTA has a vested interest in the settlement of any violation of federal law, regulation, or requirement, or any disagreement involving the federal award, the accompanying Federal Grant Agreement, and any amendments thereto including, but not limited to, a default, breach, major dispute,

or litigation, and the FTA reserves the right to concur in any settlement or compromise. If a current or prospective legal matter that may affect the federal government emerges, Consultant must promptly notify City and the FTA Chief Counsel and FTA Regional Counsel for the Region in which Consultant is located.

Failure by Consultant and any of its subcontractors/subconsultants to carry out the requirements of this Exhibit is a material breach of this Agreement. The following remedies, or such other remedy as City deems appropriate, include, without limitation, withholding monthly progress payments, assessing sanctions, liquidated damages, and/or disqualifying Consultant from future bidding as non-responsible.

EXHIBIT D TERMS FOR COMPLIANCE WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. This Agreement calls for services that, in whole or in part, constitute “public works” as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code (“Chapter 1”). Further, Contractor acknowledges that this Agreement is subject to (a) Chapter 1 and (b) the rules and regulations established by the Department of Industrial Relations (“DIR”) implementing such statutes. Therefore, as to those Services that are “public works”, Contractor shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.

3. Contractor shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5, and has provided proof of registration to City prior to the Effective Date of this Agreement. Contractor shall not perform work with any subcontractor that is not registered with DIR pursuant to Section 1725.5. Contractor and subcontractors shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If the Contractor or any subcontractor ceases to be registered with DIR at any time during the duration of the project, Contractor shall immediately notify City.

4. Pursuant to Labor Code Section 1771.4, Contractor’s Services are subject to compliance monitoring and enforcement by DIR. Contractor shall post job site notices, as prescribed by DIR regulations.

5. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.

6. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to City, forfeit \$200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

7. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate

payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform City of the location of the records. Pursuant to Labor Code Section 1771.4, Contractor and each subcontractor shall furnish such records to the Labor Commissioner, at least monthly, in the form specified by the Labor Commissioner.

8. Contractor shall comply with and be bound by the provisions of Labor Code seq. concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

9. The Contractor shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. The Contractor and Subcontractors shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. If the Contractor or any subcontractor becomes debarred or suspended during the duration of the project, the Contractor shall immediately notify City.

10. Contractor acknowledges that eight hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to City, forfeit \$25.00 for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

11. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the 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 I will comply with such provisions before commencing the performance of the work of this contract.”

12. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor’s compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor’s compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent permitted by law, Contractor shall indemnify, hold harmless and defend (at Contractor’s expense with counsel reasonably acceptable to City) City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys’ fees, and other related costs and expenses. All duties of Contractor under this Section shall survive the termination of the Agreement.

AMENDMENT NO. 1 TO THE CONSTRUCTION MANAGEMENT SERVICES
AGREEMENT BETWEEN
THE CITY OF MANHATTAN BEACH AND S2 ENGINEERING, INC.

This First Amendment (“Amendment No. 1”) to that certain agreement by and between the City of Manhattan Beach, a California municipal corporation (“City”) and S2 Engineering, Inc. California corporation, (“Consultant”) (collectively, the “Parties”) is hereby entered into as of December 7, 2021 (“Effective Date”).

RECITALS

A. On July 7, 2020, the City and Consultant entered into an agreement for construction management services for the Consultant to provide construction management services for the Sepulveda Boulevard Bridge Widening Projects (“Agreement”);

B. The Parties now desire to amend the Agreement to increase the Maximum Compensation and extend the term of the Agreement.

NOW, THEREFORE, in consideration of the Parties’ performance of the promises, covenants, and conditions stated herein, the Parties hereby agree as follows:

Section 1. Section 2 Term of the Agreement is hereby revised to extend the term of the Agreement through June 30, 2023, unless sooner terminated as provided in Section 12 of the Agreement.

Section 2. Section 3.A of the Agreement is hereby revised to increase the Maximum Compensation amount by \$590,000 for a new Maximum Compensation of \$2,279,703.46.

Section 3. Except as specifically amended by this Amendment No. 1, all other provisions of the Agreement shall remain in full force and effect.

IN WITNESS THEREOF, the Parties hereto have executed this Amendment No. 1 on the day and year first shown above.

[SIGNATURE PAGE FOLLOWS]

City:

City of Manhattan Beach,
a California municipal corporation

Consultant:

S2 Engineering, Inc.,
a California corporation

DocuSigned by:
By: Bruce Moe 12/8/2021
EAD3C00620684FC...
Name: Bruce Moe
Title: City Manager

DocuSigned by:
By: Sagar Pandey 11/9/2021
F5E1BD128DE04D8...
Name: Sagar Pandey
Title: Principal Engineer

ATTEST:

DocuSigned by:
By: Liza Tamura 12/8/2021
0826026E3681466...
Name: Liza Tamura
Title: City Clerk

APPROVED AS TO FORM:

DocuSigned by:
By: Quinn Barrow 11/16/2021
98FA866DA4874E9...
Name: Quinn M. Barrow
Title: City Attorney

APPROVED AS TO FISCAL IMPACT:

DocuSigned by:
By: Steve Charelian 11/12/2021
1A2E390F289C494...
Name: Steve S. Charelian
Title: Finance Director

APPROVED AS TO CONTENT:

DocuSigned by:
By: Erick Lee 11/12/2021
F9F4AFF3A99245Z...
Name: Erick Lee
Title: Public Works Director