

**AGREEMENT BETWEEN THE CITY OF MURRIETA
AND
MARK THOMAS AND COMPANY, INC.**

Project Name/Description (“**Project**”): I-215/Keller Road Interchange, CIP No. 8449

Contract Number:

Consultant Name (“**Consultant**”): Mark Thomas & Company, Inc.

Consultant Business Type: Corporation

Consultant Address: 4200 Concourses Street, Suite 330, Ontario, CA 91764

Consultant Representative Name and Title (“**Consultant Representative**”): Zach Siviglia, PE / President

Consultant Representative Work Phone and Email: (909) 291-7246 / zsiviglia@markthomas.com

Termination date: June 30, 2028

Total Not-To-Exceed Contract Amount (“**Contract Sum**”): \$1,837,160.59

City Department Contact (“**Department Contact**”): Robert K. Moehling, Director of Public Works

Department Contact Work Phone and Email: (951) 461-6036 / bmoehling@MurrietaCA.gov

Is Federal Funding Being Used to Fund Any Part of The Project (Yes/No): Yes

RECITALS

The City desires to contract with a Consultant to provide professional services, specifically construction management and inspection services, for the I-215/Keller Road Interchange Project, CIP No. 8449, as further set forth herein.

The City circulated a Request for Quotes or Proposals for the above-described professional services.

Consultant submitted a proposal to City to provide the above-described professional services.

City Staff has reviewed all the proposals and, after considering the demonstrated competence of Consultant, the professional qualifications of Consultant, and the fairness and reasonableness of Consultant's proposed cost, staff has determined that an agreement to provide the required services should be awarded to Consultant.

AGREEMENT FOR PROFESSIONAL SERVICES WITHIN THE CITY OF MURRIETA (“CITY”)

THIS AGREEMENT FOR SERVICES (“**Agreement**”) is made and entered into as of the effective date executed by the City by and between CITY OF MURRIETA, a California municipal corporation (“**City**”) and Mark Thomas Company Inc., a California municipal corporation (“**Consultant**”). City and Consultant may be referred to individually as “**Party**” or collectively as “**Parties**.” In consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

- 1.1 Scope of Services.** In compliance with all the terms and conditions of this Agreement, Consultant shall provide those services specified in the “Scope of Services” attached hereto as Exhibit A and incorporated herein by this reference, which may be referred to herein as the “services” or “work” hereunder. As a material inducement to City entering into this Agreement, Consultant represents and warrants: a) it has the qualifications, experience, and facilities necessary to properly perform the Services required under this Agreement b) all services set forth in the Scope of Services will be performed in a competent and satisfactory manner; c) all materials used for services will be both of good quality as well as fit for the purpose intended; and, d) Consultant shall follow the highest professional standards and practices in performing the services required hereunder.
- 1.2 Consultant’s Proposal.** The Scope of Services shall include the scope of services or work included in Consultant’s proposal or bid, which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal or bid, and this Agreement, the terms of this Agreement shall govern. No other terms and conditions from Consultant’s proposal or bid, other than description of scope of services or work, shall apply to this Agreement, unless specifically agreed to by City in writing.
- 1.3 Compliance with Law.** All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of City and any federal, State, or local governmental agency having jurisdiction in effect at the time services are rendered. City, and its officers, employees and agents, shall not be liable at law or in equity for failure of Consultant to comply with this Section.
- 1.4 Licenses, Permits, Fees and Assessments.** Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Consultant’s performance of the services required by this Agreement, and shall

indemnify, defend, and hold harmless City against any such fees, assessments, taxes, penalties, or interest levied, assessed or imposed against City hereunder.

- 1.5 Familiarity with Work.** By executing this Agreement, Consultant represents and warrants Consultant: a) has thoroughly investigated and considered services to be performed, b) has carefully considered how services should be performed, and c) fully understands the facilities, difficulties and restrictions attending performance of services under this Agreement.
- 1.6 Software and Computer Services.** If the Scope of Services includes the provision and/or installation of any software, computer system, or other computer technology, Consultant represents and warrants that it is familiar with and/or has inspected City's current infrastructure, equipment, computer system and software and that the software, computer system, or other computer technology provided and/or installed by Consultant under this Agreement is compatible, and shall be fully functional, with such infrastructure, equipment, computer system, and software of City. Consultant acknowledges that City is relying on this representation by Consultant as a material consideration in entering into this Agreement.
- 1.7 Prevailing Wages.** If services include any "public work" or "maintenance work," as those terms are defined in California Labor Code section 1720 *et seq.* and California Code of Regulations, Title 8, section 16000 *et seq.*, and if the total compensation is \$1,000 or more, Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq.*, and all other applicable laws. Pursuant to section 1773 of the Labor Code, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Agreement, from the Director of the Department of Industrial Relations. These rates are on file with the City Clerk. Copies may be obtained at cost at the City Clerk's office. Consultant shall post a copy of such rates at their office and shall pay the adopted prevailing wage rates as a minimum. If applicable, Consultant shall comply with the provisions of sections 1773.8, 1778 1755, 1777.5, 1777.6, and 1813 of the Labor Code and any other applicable laws. Consultant shall forfeit to City, as a penalty, the sum of fifty dollars (\$50.00) for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this Agreement, by Consultant or by any sub-consultant under Consultant, in violation of the provisions of this Agreement.
- 1.8 Special Requirements.** Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit B and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit B and any other provisions of this Agreement, the provisions of Exhibit B shall govern.

1.9 Monthly Written Reports. The Consultant shall prepare and submit to the City's Department Contact, a monthly written report specifying the activities of Consultant pursuant to this Agreement. Consultant shall prepare the monthly written report in a format acceptable to the City and submit it by the second Friday of each month.

1.10 Disadvantaged Business Enterprise (DBE) Participation.

A. Consultant, subrecipient (City), or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the City shows a contract goal for DBEs. Consultant shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.

Consultant shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate Good Faith Efforts (GFE) to meet this goal. It is Consultant's responsibility to verify at date of proposal opening that the DBE firm is certified as a DBE by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and work code applicable to the type of work the firm will perform on the contract. Additionally, the Consultant is responsible to document the verification record by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at <https://dot.ca.gov/programs/civil-rights/dbe-search>.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies Consultant purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

This Agreement is subject to 49 CFR 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who enter into a federally-funded agreement will assist the City in a good faith effort to achieve California's statewide overall DBE goal.

B. The goal for DBE participation for this Agreement is **22%**. Participation by DBE Consultant or subconsultants shall be in accordance with information

contained in Exhibit 10-02: Consultant Contract DBE Commitment attached hereto and incorporated as part of the Agreement in Exhibit G. If a DBE subconsultant is unable to perform, Consultant must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

- C. Consultant can meet the DBE participation goal by either documenting commitments to DBEs to meet the Agreement goal, or by documenting adequate good faith efforts to meet the Agreement goal. An adequate good faith effort means that the Consultant must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If Consultant has not met the DBE goal, complete and submit Exhibit 15-H: Proposer/Contractor Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

D. Contract Assurance

Under 49 CFR 26.13(b):

Consultant, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Consultant shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying Consultant from future proposing as non-responsible

E. Termination and Replacement of DBE Subconsultants

Consultant shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless Consultant or DBE subconsultant obtains the City's written consent. Consultant shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the City. Unless the City's consent is provided, the Consultant shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02: Consultant Contract DBE Commitment form.

Termination of DBE Subconsultants

After execution of the Agreement, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the City:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The City stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the City's bond requirements.
3. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.
8. Listed DBE voluntarily withdraws with written notice from the Contract.
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The City determines other documented good cause.

Consultant must use the following procedures to request the termination of a DBE or portion of a DBE's work:

1. Send a written notice to the DBE of the Consultant's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the City. The written notice to the DBE must request they provide any response within five (5) business days to both the Consultant and the City by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.
2. If the DBE does not respond within five (5) business days, Consultant may move forward with the request as if the DBE had agreed to Consultant's written notice.
3. Submit Consultant's DBE termination request by written letter to the City and include:
 - One or more above listed justifiable reasons along with supporting documentation.
 - Consultant's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of Consultant's written notice
 - The DBE's response to Consultant's written notice, if received. If a written response was not provided, provide a statement to that effect.

The City shall respond in writing to Consultant's DBE termination request within five (5) business days.

Replacement of DBE Subconsultants

After receiving the City's written authorization of DBE termination request, Consultant must obtain the City's written agreement for DBE replacement. Consultant must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE firm:

1. Submit a request to replace a DBE with other forces or material sources in writing to the City which must include:
 - a. Description of remaining uncommitted work item made available for replacement DBE solicitation and participation.
 - b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
 - Description of scope of work and cost proposal
 - Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
 - Revised Exhibit 10-O2: Consultant Contract DBE Commitment
2. If Consultant has not identified a DBE replacement firm, submits documentation of Consultant's GFEs to use DBE replacement firms within seven (7) days of City's authorization to terminate the DBE. Consultant may request the City's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:
 - Search results of certified DBEs available to perform the original DBE work identified and or other work Consultant had intended to self-perform, to the extent needed to meet DBE commitment
 - Solicitations of DBEs for performance of work identified
 - Correspondence with interested DBEs that may have included contract details and requirements
 - Negotiation efforts with DBEs that reflect why an agreement was not reached
 - If a DBE's quote was rejected, provide reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
 - Copies of each DBE's and non-DBE's price quotes for work identified, as the City may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
 - Additional documentation that supports Consultant's GFE

The City shall respond in writing to Consultant's DBE replacement request within five (5) business days.

F. Commitment and Utilization

The City's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The City shall request Consultant to:

1. Notify the City's contract administrator or designated representative of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subconsultant
 - Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each business (see Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

If Consultant is a DBE Consultant, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify Consultant in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify Consultant in writing of the certification date. Consultant shall submit the notifications to the City. On work completion, Consultant shall complete Exhibit 17-O: Disadvantaged Business Enterprises (DBE) Certification Status Change and submit the form to the City within 30 days of contract acceptance.

Upon work completion, Consultant shall complete Exhibit 17-F: Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the City within 90 days of contract acceptance. The City will withhold \$10,000 until the form is submitted. The City will release the withhold upon submission of the completed form.

In the City's reports of DBE participation to Caltrans, the City must display both commitments and attainments.

G. Commercially Useful Function

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities

by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

Consultant must perform CUF evaluation for each DBE working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work and continue to monitor the performance of CUF for the duration of the project.

Consultant must provide written notification to the City at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

Within 10 days of a DBE initially performing work or supplying materials on the Contract, Consultant shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders
- Bills of lading
- Invoices
- Proof of payment

Consultant must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the Contract using the LAPM 9-J: DBE Commercially Useful Function Evaluation. Consultant must submit to the City these quarterly evaluations and validations by the 5th of the month for the previous three months of work.

Consultant must notify the City immediately if they believe the DBE may not be performing a CUF.

The City will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional City evaluations. The City must evaluate DBEs and their CUF performance throughout the duration of a Contract. The City will provide written notice to the Consultant and the DBE at least two (2) business days prior to any evaluation. The Consultant and the DBE must participate in the evaluation. Upon completing the evaluation, the City must share the evaluation results with the Consultant and the DBE. An evaluation could include items that

must be remedied upon receipt. If the City determines the DBE is not performing a CUF, the Consultant must suspend performance of the noncompliant work.

Consultant and DBEs must submit any additional CUF related records and documents within five (5) business days of City's request such as:

- Proof of ownership or lease and rental agreements for equipment
- Tax records
- Employee rosters
- Certified payroll records
- Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If Consultant and/or the City determine that a listed DBE is not performing a CUF in performance of their DBE committed work, Consultant must immediately suspend performance of the noncompliant portion of the work. City may deny payment for the noncompliant portion of the work. City will ask the Consultant to submit a corrective action plan (CAP) to the City within five (5) days of the noncompliant CUF determination. The CAP must identify how the Consultant will correct the noncompliance findings for the remaining portion of the DBE's work. City has five (5) days to review the CAP in conjunction with the Consultant's review. The Consultant must implement the CAP within five (5) days of the City's approval. The City will then authorize the prior noncompliant portion of work for the DBE's committed work.

If corrective actions cannot be accomplished to ensure the DBE performs a commercially useful function on the Contract, Consultant may have good cause to request termination of the DBE.

- H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, Agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- J. Consultant shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name

and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE Consultant's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

- K. If a DBE subconsultant is decertified during the life of the Agreement, the decertified subconsultant shall notify Consultant in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Agreement, the subconsultant shall notify Consultant in writing with the date of certification. Any changes should be reported to City's Contract Administrator within thirty (30) calendar days.
- L. For projects awarded on or after March 1, 2020, but before September 1, 2023: after submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant must complete and email Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to local administering agencies.

For projects awarded on or after September 1, 2023: Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the Consultant must now submit Exhibit 9-P to the City administering the contract. If the Consultant does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

- M. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT

- 2.1 Contract Sum.** Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the rates specified in the "Schedule of Compensation" attached hereto as **Exhibit C** and incorporated herein by this reference, on a time and materials basis, not to exceed the Contract sum of One Million Eight Hundred Thirty-Seven Thousand One Hundred Sixty Dollars and Fifty-Nine Cents (\$1,837,160.59). Compensation may include reimbursement for actual and necessary expenditures, if specified in the Schedule of Compensation and approved by City in advance. Reimbursement for Other Direct Costs (ODC), materials testing, and survey costs shall not exceed the rates specified in the approved Cost Proposal as outlined in Exhibit C.
- 2.2 Invoices.** Unless some other method of payment is specified in Exhibit C, Schedule of Compensation, Consultant shall submit to City, in a form approved by City's

Finance Director, an invoice for services rendered prior to the date of the invoice by the first business day of each month in which Consultant wishes to receive payment. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of this Agreement. Except as provided in Sections 7.3, 7.4, and 7.5, City shall pay Consultant for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and City will use its best efforts to make payment no later than forty-five (45) days, from the submission of an invoice in an approved form. In the event any charges or expenses are disputed by City, the original invoice shall be returned by Consultant for correction and resubmission. Review and payment by City for any invoice provided by Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law. Each invoice is to include (unless otherwise specified by City): 1) line items for all personnel describing the work performed, the number of hours worked, and the hourly rate; 2) line items for all materials and equipment properly charged to the Services; 3) line items for all other approved reimbursable expenses claimed, with supporting documentation; and 4) line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

2.3 Retention of Record / Audit.

For the purpose of determining compliance with Gov. Code § 8546.7, the Consultant, Subconsultants, and City shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the Agreement including, but not limited to, the costs of administering the Agreement. All parties, including the Consultant's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. City, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the Consultant, Subconsultants, and the Consultant's Independent CPA, that are pertinent to the Agreement for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

2.4 Audit Review Procedures.

- A. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by Agreement, shall be reviewed by City's Chief Financial Officer.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, Consultant may request a review by City's Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

- C. Neither the pendency of a dispute nor its consideration by City will excuse Consultant from full and timely performance, in accordance with the terms of this Agreement.
- D. Consultant and subconsultant Agreements, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an Agreement audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the Agreement, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Consultant's responsibility to ensure federal, City, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The Agreement, cost proposal, and ICR shall be adjusted by Consultant and approved by City Contract Administrator to conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into the Agreement by this reference if directed by City at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, City or local governments have access to CPA work papers, will be considered a breach of Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.
- E. Consultant's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the Consultant and approved by the City Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the Consultant to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.
 - 1. During IOAI's review of the ICR audit work papers created by the Consultant's independent CPA, IOAI will work with the CPA and/or Consultant toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, City will reimburse the Consultant at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR (e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO)

Audit Guide; and other applicable procedures and guidelines) is received and approved by IOAI.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
 - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
 - c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require Consultant to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the Consultant's and/or the independent CPA's revisions.
 3. If the Consultant fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this Agreement.
 4. Consultant may submit to City final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this Agreement has been completed to the satisfaction of City; and, (3) IOAI has issued its final ICR review letter. The Consultant MUST SUBMIT ITS FINAL INVOICE TO City no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this Agreement and all other agreements executed between City and the Consultant, either as a prime or subconsultant, with the same fiscal period ICR.

2.5 Subcontracting.

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the City and any Subconsultants, and no subagreement shall relieve the Consultant of its responsibilities and obligations hereunder. The Consultant agrees to be as fully responsible to the City for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly

employed by the Consultant. The Consultant's obligation to pay its Subconsultants is an independent obligation from the City's obligation to make payments to the Consultant.

- B. The Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the City Contract Administrator, except that which is expressly identified in the Consultant's approved Cost Proposal.
- C. Any subagreement entered into as a result of this Agreement, shall contain all the provisions stipulated in this entire Agreement to be applicable to Subconsultants unless otherwise noted.
- D. Consultant shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the Consultant by the City.
- E. Any substitution of Subconsultants must be approved in writing by the City Contract Administrator in advance of assigning work to a substitute Subconsultant.
- F. Prompt Progress Payment

Consultant or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed Consultant on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from Consultant or subconsultant to a subconsultant, Consultant or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

- G. Prompt Payment of Withheld Funds to Subconsultants

No retainage will be held by the City from progress payments due to Consultant. Consultants and subconsultants are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with the CITY's prior written approval.

Any violation of these provisions shall subject the violating Consultant or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by Consultant, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Any violation of these provisions shall subject the violating Consultant or subconsultant to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by Consultant, deficient subcontract performance, or noncompliance by a subconsultant.

2.6 Additional Services. If City desires any additional services (“Additional Services”), Consultant may, upon written request by the City, furnish a proposal including an itemized statement of the estimated cost of the Additional Services. The City may modify or alter the proposal, reject the proposal in its entirety, or direct the submission of a new proposal which may be accepted, altered, or rejected at its sole discretion. Upon written approval of any Additional Services, including costs by Consultant and City, Consultant shall perform the Additional Services, and City will pay Consultant the cost of the Additional Services as agreed in writing. All money due for Additional Services shall be supported by a detailed statement of Consultant showing the basis of said claims, certified by proper officers of Consultant.

2.7 Evaluation of Consultant.

Consultant’s performance will be evaluated by City. A copy of the evaluation will be sent to Consultant for comments. The evaluation together with the comments shall be retained as part of the Agreement record.

2.8 Prompt Payment.

A. PROMPT PAYMENT FROM CITY TO CONSULTANT

The City shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from Consultant on a professional service contract. If the City fails to pay promptly, the City shall pay interest to the Consultant, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and prorated as necessary. Upon receipt of the payment request, the City shall act in accordance with both of the following:

- (1) The City shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.
- (2) The City must return any payment request deemed improper by the City to the Consultant as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

B. PROMPT PAYMENT CERTIFICATION

For projects awarded on or after September 1, 2023: the Consultant must now submit Exhibit 9-P to the City administering the contract by the 15th of the month following the month of any payment(s). If the Consultant does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report “no payments were made to subs this month” and write this visibly and legibly on Exhibit 9-P.

The City must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfalls to the DBE commitment and prompt payment issues until the end of the project. The City must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the Consultant

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Term. The Agreement shall commence and become effective upon the date executed by the City and will continue until the Termination Date. This Agreement may be extended for up to two, additional one-year periods upon the mutual agreement in writing of both Parties.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of any ongoing services, which shall be no later than the Termination Date set forth above. Notwithstanding the foregoing, the Indemnification and Insurance provisions set forth in Article 5 shall survive the termination of this Agreement.

3.3 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed from City and shall perform all services within the time period(s) established in the “Schedule of Performance” attached hereto as **Exhibit D** and incorporated herein by this reference.

3.4 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if Consultant shall within ten (10) days of the commencement of such delay notify City in writing of the causes of the delay. City shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of City such delay is justified. City's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of this Agreement pursuant to this Section.

3.5 Safety.

- A. Consultant shall comply with OSHA regulations applicable to Consultant regarding necessary safety equipment or procedures. Consultant shall comply with safety instructions issued by City Safety Officer and other City representatives. Consultant personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Vehicle Code §591, City has determined that such areas are within the limits of the project and are open to public traffic. Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this Agreement, shall contain all of the provisions of this Article.

ARTICLE 4. COORDINATION OF WORK

4.1 Representative of Consultant. The Consultant Representative is authorized to act on Consultant's behalf with respect to the work or services specified herein and to make all decisions in connection therewith. It is expressly understood that the experience, knowledge, capability, and reputation of the representative were a substantial inducement for City to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City.

- 4.2 Department Contact for the City.** The Department Contact (or other person designated by the City Manager) shall be the primary person on behalf of City responsible for the administration of the Agreement. It shall be Consultant's responsibility to assure that the Department Contact is kept informed of both the progress of the performance of the services as well as any decisions which must be made by City.
- 4.3 Approvals from City.** City approvals or actions, pursuant to the authority of this Agreement, are to be made (unless otherwise specified) either by the Contract Manager, City Manager, or by their delegate as provided for in writing.
- 4.4 Independent Contractor.** Neither City, nor any of its officers, employees, or agents, shall have any control over the manner or means by which Consultant, or its officers, employees, agents, or subcontractors, perform the services required herein, except as otherwise set forth herein. Consultant shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it, or any of its officers, employees, agents, or subcontractors, are officers, employees, or agents of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner. Consultant represents and warrants that the personnel used to provide services to City pursuant to this Agreement shall at all times be under Consultant's exclusive control and direction. No City employee benefits shall be available to Consultant, its officers, employees, agents, or subcontractors, in connection with the performance of this Agreement. City shall not be liable for compensation or indemnification to Consultant, its officers, employees, agents, or subcontractors, for injury or sickness arising out of performing services hereunder. In the event that Consultant or any officer, employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System, to be classified as other than an independent contractor for City, then Consultant shall indemnify, defend, and hold harmless City for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to City as a consequence of, or in any way attributable to, the assertion that Consultant, or any officer, employee, agent, or subcontractor Consultant used to provide services under this Agreement, is/are employees of City.
- 4.5 Subcontracting or Assignment.** The experience, knowledge, capability, and reputation of Consultant, its principals, and employees were a substantial inducement for City to enter into this Agreement. Therefore, without express written approval of City, Consultant shall not contract with any other entity to perform in whole or in part services required hereunder, nor may any interest in this Agreement be transferred or assigned. No approved transfer shall release

Consultant, or any surety or insured of Consultant, of any liability hereunder without express written consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverage. Prior to commencement of any services under this Agreement, and without limiting Consultant's indemnification obligation to City, Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, for the duration of the Agreement, primary policies of insurance of the type and amounts set forth in the "Insurance Requirements" attached hereto as **Exhibit E** and incorporated herein by this reference.

5.2 Indemnification.

(a) General Obligations. Consultant agrees, to the full extent permitted by law, to indemnify, defend, and hold harmless City and its elected and appointed officers, employees, and agents (each an "**Indemnitee**" and collectively, "**Indemnitees**") against, and will hold and save them and each of them harmless from, whether actual or threatened, any and all actions, either judicial, administrative, arbitration, or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions, or liabilities (herein "**Claims or Liabilities**") that may be asserted or claimed by any person, firm, or entity arising out of or in connection with the negligent performance of the work, operations, or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable (each an "**Indemnitor**" and collectively, "**Indemnitors**"), or arising from Indemnitors' reckless or willful misconduct, or arising from Indemnitors' negligent performance of or failure to perform any term, provision, covenant, or condition of this Agreement, and in connection therewith: 1) Consultant will defend any action or actions filed or threatened in connection with any such Claims or Liabilities, or at the option of Indemnitee(s) will reimburse and pay for all costs and expenses, including legal costs and attorneys' fees, incurred by Indemnitee(s) in connection therewith; and 2) Consultant will promptly pay any judgment rendered against Indemnitee(s) for any such Claims or Liabilities, and will save and hold Indemnitee(s) harmless therefrom.

(b) The indemnity obligation herein shall be binding on successors, assigns, and heirs of Consultant and shall survive termination of this Agreement. Consultant shall incorporate similar indemnity agreements as provided herein with its subcontractors, and if Consultant fails to do so, Consultant shall be fully responsible to indemnify City hereunder therefor. Failure of City and/or City Parties (collectively "City" for solely this Section 5.2.2) to monitor compliance with any of the indemnification provisions herein shall not be a waiver hereof. The indemnification provisions herein do not apply to claims or liabilities occurring as a result of City's sole negligence or willful misconduct, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's

negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness, or willful misconduct of the design professional. The indemnification provided herein includes Claims or Liabilities arising from any negligent or wrongful act, error, or omission, or reckless or willful misconduct of Indemnitors in the performance of professional services hereunder. Payment of invoices by City is not a condition precedent to enforcement of the indemnity obligation herein. In the event of any dispute between Consultant and City, as to whether liability arises from the sole negligence or willful misconduct of City, Consultant will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating City as solely negligent or responsible for willful misconduct. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees, and costs of litigation.

- 5.3 Professional Liability.** When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, defend, and hold harmless Indemnitees against, and will hold and save them and each of them harmless from, whether actual or threatened, any and all Claims and Liabilities, consistent with all obligations provided for in this Section 5.3, to the extent same are caused in whole or in part by any negligent or wrongful act, error, or omission, or reckless or willful misconduct of Indemnitors in the performance of professional services under this Agreement.

ARTICLE 6. RECORDS, REPORTS AND RELEASE OF INFORMATION

- 6.1 Insurance Coverage.** Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies, or other documents relating to the disbursements charged to City and services performed hereunder ("**books and records**") as shall be necessary to perform the services required by this Agreement and enable City to evaluate the performance of such services. Any and all such books and records shall be maintained in accordance with generally accepted accounting principles, shall be complete and detailed, and shall be readily accessible. City shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit, and make records and transcripts. Such books and records shall be maintained for a period of three (3) years following completion of the services hereunder, or for the period required by law, whichever is greater. City shall have access to such books and records in the event any audit is required. Consultant shall fully cooperate with City in providing access to any and all Consultant records and documents if a public records request is made and disclosure is required by law, including but not limited to the California Public Records Act. Consultant shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs, showing the name and business address of each DBE or vendor and the total dollar amount actually paid, regardless of tier, along with the date of payment and the total dollar figure paid to

all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

6.2 Ownership of Documents. All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents, and other materials (“**documents and materials**”) prepared by Consultant, its officers, employees, agents, and subcontractors in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of City and/or upon the termination of this Agreement. Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership, use, reuse, or assignment of the documents and materials hereunder. Consultant may retain copies of such documents and materials for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents and materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, with respect to any Consultant documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for City.

6.3 Confidentiality and Release of Information. All information gained or work product produced by Consultant in its performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from City’s Contract Manager. Consultant, its officers, employees, agents, or subcontractors, shall not, without prior written authorization from City or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant immediately gives City notice of such court order or subpoena. If Consultant, or any officer, employee, agent, or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs, and fees, including attorney’s fees, caused by or incurred as a result of Consultant’s conduct. Consultant shall advise City of any and all materials used, or recommended for use, by Consultant to achieve the project goals that are subject to any copyright restrictions or requirements. In the event Consultant fails to so advise City and, as a result of the use of any programs or materials developed by Consultant under this Agreement, City is found in violation of any copyright restrictions or requirements, Consultant agrees to indemnify and hold harmless City against any action or claim brought by the copyright holder. As concerning, regarding, or related to, in any way, this Agreement and the work performed thereunder: a) Consultant shall immediately 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; b) City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing, or similar proceeding; and c) 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, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

- 7.1 California Law.** This Agreement shall be interpreted, construed, and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Consultant agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Riverside, State of California.
- 7.2 Suspension, Termination, Prior to Expiration of Term.** This Section shall govern any termination of this Agreement except as specifically provided in Section 7.4 for termination for cause. City reserves the right to terminate or suspend this Agreement, or any portion hereof, at any time, for any reason, with or without cause, upon fifteen (15) days' notice to Consultant, except that where termination or suspension is due to the fault of Consultant, the period of notice may be such shorter time as determined by City. Upon receipt of any notice of termination or suspension, Consultant shall immediately cease all services hereunder, unless the notice provides otherwise, or except such as specifically approved by City. Upon submittal of an invoice consistent with Section 2.2, Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination or suspension and for any services authorized by City thereafter in accordance with the Schedule of Compensation, or such as may be approved by City, except as provided in Section 7.5. In the event of termination, or suspension, without cause pursuant to this Section, there is no need to provide opportunity to cure pursuant to Section 7.3.
- 7.3 Default of Consultant and Opportunity to Cure.** In the event that Consultant is in default under the terms of this Agreement, City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively ten (10) days, but may be extended, or reduced, if circumstances warrant, as determined by City. During the period of time that Consultant is in default, City shall hold all invoices and shall,

when the default is cured, proceed with payment on the invoices, without liability for interest. In the alternative, City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default by conclusion of noticed timeframe, City may immediately both terminate this Agreement with notice to Consultant as well as pursue the remedy in Section 7.4, without prejudice to any other remedy to which City may be entitled at law, in equity, or under this Agreement. Any failure on the part of City to give notice of Consultant's default shall not be deemed to result in a waiver of City's legal rights or any rights arising out of any provision of this Agreement.

7.4 Termination for Default of Consultant. If termination is due to the failure of Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.3, take over the work and prosecute the same to completion by contract or otherwise, and Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Consultant for the purpose of set-off or partial payment of the amounts owed City therefor.

7.5 Retention of Funds. Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of Consultant to insure, indemnify, and protect City as elsewhere provided herein. No retainage will be withheld by City from progress payments due to the Consultant. Retainage by the Consultant or subcontractors is prohibited, and no retainage will be held by the Consultant from progress due subcontractors. Any violation of this provision shall subject the violating Consultant or subcontractor to the penalties, sanctions, and other remedies specified in section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the Consultant or subcontractor in the event of a dispute involving late payment or nonpayment by the Consultant or deficient subcontractor performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE Consultants and subcontractors.

- 7.6 Waiver.** Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any requirement of this Agreement imposes no additional obligations on City nor does it waive any rights hereunder. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.
- 7.7 Rights and Remedies are Cumulative.** Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.
- 7.8 Legal Action.** In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct, or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code sections 905 *et seq.* and 910 *et seq.*, in order to pursue a legal action under this Agreement.
- 7.9 Attorneys' Fees.** If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorneys' fees on any appeal, and a Party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, consultants' fees, taking depositions and discovery, and all other necessary costs the court allows which are incurred in such litigation. Such fees and costs shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. INDIVIDUAL LIABILITY, CONFLICTS AND NON-DISCRIMINATION

- 8.1 Non-liability of City Officers and Employees.** No officer or employee of City shall be personally liable to Consultant, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.
- 8.2 Conflict of Interest.** Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of City. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement. City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict of interest exists upon sending Consultant written notice describing the conflict. No officer or employee of City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to this Agreement which affects their financial interest or the financial interest of any corporation, partnership, or association in which they are, directly or indirectly, interested, in violation of any State statute or regulation. Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. Prior to execution of this Agreement, Consultant shall disclose in writing to City any and all compensation, actual or potential, which Consultant may receive in any form from a party other than City as a result of performance of this Agreement by Consultant. If Consultant becomes aware of the potential for such compensation subsequent to the execution of this Agreement, Consultant shall disclose such compensation within three (3) working days of becoming aware of the potential for such compensation. Prior to or concurrent with making any recommendation of any products or services for purchase by the City, Consultant shall disclose any financial interest that Consultant may have in any manufacturer or provider of the recommended products or services. The term "financial interest" includes, but is not limited to, employment (current or prospective) or ownership interest of any kind and degree.
- 8.3 Covenant Against Discrimination.** Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their

race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class. Consultant shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) *et seq.*) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 CFR, Part 21 – Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, or disability, be excluded from participation in, denied the benefits of, or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

8.4 National Labor Relations Board Certification.

In accordance with Public Contract Code §10296, Consultant hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Consultant within the immediately preceding two-year period, because of Consultant's failure to comply with an order of a federal court that orders Consultant to comply with an order of the National Labor Relations Board.

8.5 Debarment and Suspension Certification.

- A. The Consultant's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the Consultant or any person associated therewith in the capacity of owner, partner, director, officer or manager:
 - 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 - 2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
 - 3. Does not have a proposed debarment pending; and
 - 4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to City. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to

whom the exceptions apply, the initiating agency, and the dates of agency action.

- C. Exceptions to the Federal Government excluded parties (<https://sam.gov/content/home>) maintained by the U.S. General Services Administration are to be determined by FHWA.

8.6 Prohibition of Expending City, State, or Federal Funds for Lobbying.

- A. The Consultant certifies, to the best of his or her knowledge and belief, that:
1. No State, Federal, or City appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this Agreement, or with the extension, continuation, renewal, amendment, or modification of this Agreement.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Agreement, the Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.
- D. The Consultant also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

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

8.8 Non-Discrimination Clause and Statement of Compliance.

- A. The Consultant's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the Consultant has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.
- B. During the performance of this Agreement, Consultant and its subconsultants shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by City to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- D. Consultant shall permit access by representatives of the Department of Fair Employment and Housing and the City upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or City shall require to ascertain compliance with this clause.
- E. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- F. Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
- G. The Consultant, with regard to the work performed under this Agreement, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will

implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

- H. The Consultant shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the Consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.
- I. Consultant, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the City components of the DBE Program Plan, Consultant, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

ARTICLE 9. MISCELLANEOUS PROVISIONS

- 9.1 Notices.** Any notice or other communication either Party desires or is required to give to the other Party or any other person in regards to this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, in the case of City addressed to City Clerk at City of Murrieta, 1 Town Square, Murrieta, California 92562, and in the case of Consultant, to the person(s) at the address designated on the cover page of this Agreement. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.
- 9.2 Interpretation.** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement, headings used, or any other rule of construction which might otherwise apply.

- 9.3 Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and such counterparts shall constitute one and the same instrument.
- 9.4 Integration; Amendment.** This Agreement, including the attachments hereto, is the entire, complete, and exclusive expression of the understanding of the Parties as to the Agreement. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement, and this Agreement supersedes and cancels any and all prior and contemporaneous negotiations, arrangements, agreements, and understandings, if any, between the Parties, concerning this Agreement, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by Consultant and by City.
- 9.5 Severability.** Should a portion of this Agreement be declared invalid or unenforceable by a judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.
- 9.6 No Undue Influence.** Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of City in connection with the award, terms, or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of City has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee, or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling City to remedies in Section 7.4 and any and all remedies at law or equity.
- 9.7 Corporate Authority.** The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) entering into this Agreement does not violate any provision of any other agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the Parties.
- 9.8 Federal Funding.** As federal funding is being utilized to fund part of the Project, as indicated on the Cover Page of this Agreement, the terms of Exhibit F are hereby incorporated herein by this reference.

9.9 Cost Principles and Administrative Requirements.

- A. The Consultant agrees that 48 CFR 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
- B. The Consultant also agrees to comply with Federal procedures in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to the Consultant that are determined by subsequent audit to be unallowable under 48 CFR 31 or 2 CFR 200 are subject to repayment by the Consultant to City.
- D. When a Consultant or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

9.10 Contingent Fee. Consultant warrants, by execution of this Agreement, that no person or selling agency has been employed, or retained, to solicit or secure this Agreement upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by Consultant for the purpose of securing business. For breach or violation of this warranty, City has the right to annul this Agreement without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the Agreement price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

9.11 Equipment Purchase.

- A. Prior authorization in writing by City's Contract Administrator shall be required before Consultant enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or Consultant services. Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service, or consulting work not covered in Consultant's approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by City's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.
- C. Any equipment purchased with funds provided under the terms of this Agreement is subject to the following:
 - 1. Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, City shall receive a proper refund or credit at the conclusion of the Agreement, or if the Agreement is terminated, Consultant may either keep the equipment and credit City in an amount equal to its fair market value, or

sell such equipment at the best price obtainable at a public or private sale, in accordance with established City procedures; and credit City in an amount equal to the sales price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by City and Consultant, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by City.

2. Regulation 2 CFR 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

9.12 Evaluation of Consultant. Consultant's performance will be evaluated by the City. A copy of the evaluation will be sent to Consultant for comments. The evaluation, together with the comments, shall be retained as part of the Agreement record.

9.13 Non-liability of City Officers and Employees. It is mutually understood between the Parties that this Agreement may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both Parties, in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made. This Agreement is valid and enforceable only if sufficient funds are made available to City for the purpose of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or City governing board that may affect the provisions, terms, or funding of this Agreement in any manner. It is mutually agreed that if sufficient funds are not appropriated, this Agreement may be amended to reflect any reduction in funds. City has the option to void the Agreement under the termination clause pursuant to Section 7.2, or by mutual agreement to amend the Agreement to reflect any reduction of funds.

ARTICLE 10. TITLE VI ASSURANCES

The U.S. Department of Transportation Order No. 1050.2A requires all federal-aid Department of Transportation contracts between an agency and a consultant to contain Title VI Assurances. In addition, the consultant must include the Title VI Assurances in all subcontracts to perform work under the contract.

10.1 Compliance with Non-Discrimination Regulations. During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest agrees as follows; a) compliance with Regulations, Consultant shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, which are herein incorporated by reference and made a part of this agreement; b) nondiscrimination, Consultant, with regard to the work performed by it during the Agreement, shall not discriminate on the

grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in the regulations, solicitations for sub-agreements, including procurements of materials and equipment: In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by Consultant of the Consultant's obligations under this Agreement and the regulations relative to nondiscrimination on the grounds of race, color, or national origin; d) information and reports, Consultant shall provide all information and reports required by the regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or FHWA to be pertinent to ascertain compliance with such regulations or directives. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to the City or FHWA as appropriate, and shall set forth what efforts Consultant has made to obtain the information, e) sanctions for noncompliance, in the event of Consultant's noncompliance with the nondiscrimination provisions of this agreement, the City shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to: i) withholding of payments to Consultant under the Agreement within a reasonable period of time, not to exceed 90 days; and/or ii) cancellation, termination, or suspension of the Agreement, in whole or in part, f) incorporation of provisions: Consultant shall include the provisions of paragraphs (a) through (f) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. Consultant shall take such action with respect to any sub-agreement or procurement as the City or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event Consultant becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, Consultant may request the City enter into such litigation to protect the interests of the City, and, in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

10.2 Nondiscrimination Statutes and Authorities. During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to:

Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);

Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);

Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;

The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq*).

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF MURRIETA, a California municipal corporation

By: _____
Justin Clifton, City Manager

ATTEST:

Effective Date:

Cristal McDonald, City Clerk
Date:

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Tiffany Israel, City Attorney
Date:

CONSULTANT:

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairperson of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. (Cal. Corp. Code 313.) Appropriate attestations shall be included as may be required by the bylaws, articles of incorporation or other rules or regulations applicable to Consultant's business City.

By: _____
Name:
Title:
Date:

By: _____
Name:
Title:
Date:

EXHIBIT “A”

SCOPE OF SERVICES

I. Consultant will perform the following Services:

Provide professional services to complete the plans, specifications, and estimates (PS&E), right of way engineering, and construction design support for Alternative 5 for the I-215/Keller Road Interchange project as described in the Proposal/Scope of Services from Mark Thomas & Company, Inc., included as part of this agreement.

II. In addition to any other requirements of this Agreement, during the performance of the Services, Consultant will keep the City apprised of the status of performance by delivering the following status of reports:

Regular project schedule updates, progress submittals, bi-monthly progress meetings, monthly progress meetings.

III. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by the City.

IV. Consultant will utilize the following personnel to accomplish the Services:

Zach Siviglia, PE; Darin Johnson, PE; Alan Su, PE; Paul Mattica, PE; Lynn Odgiiv, SE; Tyler Hodge, PE; Dave Moritza, PLS; Julie Beeman, VCS; Earth Mechanics, Inc. (consultant); LN Consulting (consultant); LIN Consulting (consultant); Safeprobe (consultant); VCS (consultant)

SCOPE OF WORK

TASK 1. PROJECT MANAGEMENT

Task 1.1. Project Management

This task will include ongoing general project management activities.

Mark Thomas will maintain project files in electronic format in conformity with Caltrans' Uniform Filing System. A correspondence and submittal log will be used to track correspondence, submittals and other significant project data.

Mark Thomas will provide support and participate in coordination and presentations to the City of Murrieta and as necessary.

Task 1.2. Monthly Project Team Meetings (10)

Mark Thomas will lead the overall coordination effort with the project team in consultation with and under the direction of the City assigned Project Manager. Mark Thomas will schedule, prepare for, and attend project team meetings with City and Caltrans to share project information, make decisions, assign project tasks, and identify items critical to project delivery. Key team members will be present at each team meeting depending on the items to be discussed. Mark Thomas will prepare and distribute agendas prior to each meeting and prepare meeting minutes with action items within one week after the meeting. It is assumed there will be approximately 10 PDT meetings held in a virtual format. Additional focus meetings will be held as necessary.

Task 1.3. Monthly Schedule Updates (10)

Mark Thomas will develop a milestone schedule and incorporate the activities in an overall schedule for the project. The project schedule should show all the expected sequence of tasks and subtasks and include durations for the performance of each task, subtask, milestones, submittal dates and review periods for each submittal. Working with the City Project Manager and other project team members, Mark Thomas shall prepare, maintain and use a critical action items list to monitor project progress and to implement recovery action plans.

Task 1.4. Stakeholder Meetings / Other Coordination (1)

Mark Thomas will develop project presentation materials for up to one (1) presentation to be given at a City Council meeting or Stakeholder workshop. Mark Thomas Project Manager (PM) and Principal-in-Charge (PIC) will attend the presentation. Project presentation materials will include a PowerPoint presentation and exhibits compiled from existing project information.

Task 1.5. QC Plan / Program

Mark Thomas will implement established Quality Assurance (QA) Procedures, which includes performing Quality Control (QC) and QA Audits for the project. The QA/QC program is overseen by a companywide QA Manager, whose role is to implement companywide QC standards, confirm and audit QC procedures on projects, and to verify that all finished products meet the current standard of practice.

Independent QC reviews will be performed at each level of completion by an experienced staff member not directly involved with the project. QC Checklists specific to the discipline involved in creating the deliverable will be used, with comments, responses by the design team, and verification of implementation fully documented.

QA audits will be performed at major milestones at least twice on the project by a QA Auditor, who is not directly involved with the project. The QA Audits will review all records of QC on the project and will provide feedback to the

PM and PIC. QA Audits review everything from completions of QC reviews to project budget, schedule, incorporation of client and stakeholder comments, and other tasks pertinent to the successful completion of the work on time and within budget.

Task 1.6. Outreach and Public Meetings (1)

Mark Thomas will prepare and attend one (1) open house style public meeting to provide a project update to the public and obtain feedback on final design elements. Mark Thomas will prepare and produce the exhibits for the meeting.

DELIVERABLES

- Monthly Project Progress Reports/Invoices
- PDT Meeting Agendas, Minutes, and Action Items Lists, Data Request Log, Design Decision Log (Kick Off and 9 Meetings)
- General Meeting/Outreach and/or Public meeting Agendas, Minutes, Action Items, and/or presentation slides (PDF/MS PPT - 2 meetings)
- CPM Design Schedule / Risk Register (PDF)
- QC Plan (PDF)

TASK 2. FIELD SURVEY

Task 2.1. Field Visits and Research

Mark Thomas will field walk site and inventory visible utility, topography, drainage, and other notable features. Additionally, Mark Thomas will generate field notes and a 360-degree photograph log with GIS mapping link.

Prior to commencing any surveying/boundary retracement activities, Mark Thomas will secure available research from the City of Murrieta, County of Riverside, Riverside County Flood Control and Water Conservation District (RCFC & WCD) and any project information supplied by the City. The following is included as part of this scope of services:

1. Secure vesting deeds and review to establish ownership of all recorded interests, including fee ownership of Impacted properties as identified in the Project Understanding.
2. Review Preliminary Title Reports. An allowance of \$1,000 has been established to acquire an anticipated twenty-six (26) Title Reports.
3. Secure available Parcel Maps/Tract Maps/Records of Survey/Corner Records and other record mapping from the Riverside County Surveyor.
4. Request from the City of Murrieta and Riverside County any available documentation showing centerline monument ties, benchmarks, roadway vacation documents, as-built improvement plans, and building and safety related permits/land covenants.
5. Secure records/roadway and drainage as-builts (as made available).

Task 2.2. Supplemental Survey

Once the geometrics are refined utilizing the aerial mapping, Mark Thomas will perform supplemental design survey using a combination of stationary LiDAR, conventional Total Station, differential levels and global positioning system (GPS) procedures to locate all hardscape, drainage features, utility facilities, break lines, driveways, and other pertinent features to produce accurate elevations and horizontal coordinates with tolerance of $\pm 1/2"$:

The design survey data collected from this phase will be downloaded, processed and tied to the horizontal and vertical control established for the Project. Mark Thomas will generate a Final Topographic Survey Base Map at 1" = 50' scale.

Mapped features will generally include edge of pavement/curb and gutter/sidewalk, driveways, parking features, roadway crown, toes/tops, landscape features such as monument signs/irrigation control valves/significant vegetation and trees, manholes, drop inlets, walls, signs, utility/light/signal poles, above ground utility service facilities, storm drain facilities, and other visible improvements at the surface elevation. Break lines will be collected along all mapped improvements listed above to create continuous contours with a 1.0' interval and a Digital Terrain Model (DTM).

Task 2.3. Right of Way Base Maps (LandNET) (OPTIONAL)

Mark Thomas to prepare preliminary right of way basemap based on GIS linework and calculated record data.

Mark Thomas will deploy field crews to locate centerline, right of way, jurisdictional limits and impacted property corner monumentation within the Project Limits and retracement area generally shown below. Mark Thomas will review and analyze the property records, easements, corner records, record maps, centerline ties, and as-built information obtained. Mark Thomas will then delineate the street centerlines and right of way within the project area.

Mark Thomas will do a boundary retracement determination on up to twenty-six (26) property acquisition parcels and will plot easements within said parcels per Preliminary Title Reports acquired.

All results will be depicted in a Land Net Base Map and distributed to the project team to be used as the basis of existing street centerlines, rights of way, easements and property lines used in all property acquisition efforts. Land Net Base Map will also include grid markers demonstrating 100-foot intervals along the California State Plane Coordinate system NAD83 for northing and easting coordinates. A Monument PNEZD Summary Table will be provided illustrating all found monumentation and any control set along the corridor with corresponding survey point numbers, northings, eastings, elevations, and a detailed description of the monuments/control points.

DELIVERABLES

- 360-degree photograph log with GIS mapping link
- Project Control, Report and Control Diagram (PDF)
- Digital Terrain Model (DTM) and/or Supplemental Survey Points (ACAD Civil 3D) (OPTIONAL)
- Boundary Retracement for Caltrans Basemaps (LandNET) (OPTIONAL)
- Preliminary Title Reports (PDF) (OPTIONAL)

TASK 3. UTILITY COORDINATION

Task 3.1. Utility Coordination Meetings (all utilities)

Mark Thomas will provide final utility coordination for the project. Utility coordination services will be conducted in general conformance with Caltrans Local Assistance and Utility Relocation Manuals, and applicable local agencies and utility owners' requirements.

Task 3.2. Utility Coordination Letters

Mark Thomas will work with the City and Caltrans to finalize all utility agreements and certifications. This will include preparing Utility "B" and "C" letters along with Notice to Owners, Reports of Investigations, and Utility Agreements to satisfy Caltrans requirements. Once completed, Utility Certification packages will be sent to the City and Caltrans for approval and included in the Right of Way Certification package.

Task 3.3. Utility Research

Mark Thomas will obtain utility as-builts.

Task 3.4. Preparation of Composite Utility Plan (OPTIONAL)

Mark Thomas will help the City with conceptual relocation plans.

Task 3.5. Potholes (subsurface investigation) (23)

SAFEPROBE shall provide subsurface exploration services as per the following:

1. Provide equipment, skilled personnel, trained technician and supplies necessary to perform utility location services (potholing), utilizing air/vacuum soil extraction method.
2. Provide electronic equipment, skilled personnel and trained technician if requested to perform electronic designation.
3. Contact Underground Service Alert (USA), mark areas for USA and coordinate with utility owners alerted by USA.
4. Soil will be air/vacuum extracted from the test holes to expose the utility to be measured, in such manner to insure the safety and integrity of the utility.
5. The disturbed areas will be restored, as neatly as reasonably possible to the condition prior to the soil extraction process.
6. Backfill and compact in 6" lifts maximum using original soil unless agency regulations require a special fill and provide cold patch pavement restoration or in-kind.
7. Provide the following information for each test hole:
 - a. Utility will be measured to one tenth of a foot from existing ground to top of utility, identified as to type, location, and size of pipe.
 - b. Located by nail placed in asphalt or flags where only soil exists.
 - c. Photo of each exposed found utility
8. The location of the potholes will be as per drawings and plans from Client indicating the locations of the proposed potholes.

Task 3.6. Utility Certification (final plans, agreements, conflict resolution)

It is the burden of the utility owner to provide claims for relocation costs. To facilitate the determination of costs, Mark Thomas will work closely with the affected utility owners to develop relocation plans that will clear the project. Based on the existing rights of installation of each owner (easement, lease, permit, prior right), Mark Thomas will prepare our recommendations for liability split. In the event of disagreement on the liability split with the owner, these recommendations will be used for discussion with the Owner and Caltrans.

When the relocation plans are received, Mark Thomas will check the relocation design against the latest project plans for conflicts. Mark Thomas will then send a copy of the Final Plans ("C" Plans) along with a Notice to Owner (NTO) directing the utility company to initiate relocation construction. Based on the approved relocation plan from each owner and the agreed liability split, Mark Thomas will prepare Report of Investigations as required by the Caltrans Right of Way Manual.

DELIVERABLES

- Utility Coordination Meetings (up to 10)
- Utility Coordination Letters (PDF - ABC Letters)
- Utility Mapping matrix and research file (Excel)
- Utility Preliminary Relocation Layouts / Composite Utility Plan (PDF) (OPTIONAL)
- Report of Investigation Submittal (PDF)
- Potholing (up to 23)
- Utility Agreements (PDF and MS Word)
- Notice to Owners (PDF)

TASK 4. RIGHT OF WAY ENGINEERING (26 PARCELS)

Task 4.1. Right of Way Requirements Maps (OPTIONAL)

Mark Thomas will prepare a right of way needs map based upon right of way mapping to identify permanent and temporary right of way requirements. Mapping will identify necessary area for acquisition, existing underlying ownership information and impacts to existing easements as can be determined from available information. Land rights required for utility relocation (as best understood prior to final utility company prepared utility relocation plans) will also be depicted on the right of way requirements mapping (50 scale). The right of way requirements maps will be prepared in Caltrans format and submitted concurrently with the 95% PS&E and will be updated following any additional design refinements.

Task 4.2. Appraisal Maps

Mark Thomas to prepare Right of Way Appraisal maps based on the final Land Net mapping. The Right of Way Appraisal Map will identify the boundary of the Right of Way to be acquired based on the design engineers Right of Way requirements. Appraisal Maps show the acquisition parcels to be acquired, areas, types of estate to be acquired, and improvements. These maps are used for determining property values and severance damages, appraisal reports, right of way certification, and utility. It is assumed that the ROW Appraisal Map to be prepared by Mark Thomas will be up to one (1) sheet.

Task 4.3. Legal Descriptions and Plats

Mark Thomas will prepare up to twenty-six (26) Legal Descriptions and Plat map exhibits for impacted properties under the responsible charge of California Licensed Professional Land Surveyor.

DELIVERABLES

- Right of Way Requirements Maps (PDF) (OPTIONAL)
- Appraisal Maps (PDF)
- Legal Descriptions and Plats (PDF)

TASKS 5, 6 AND 7 PS&E

This task assumes an anticipated level of effort based on an 8-month project duration. If approval of PS&E documents exceeds this timeframe, then scope of work will be revisited.

The PS&E package will be prepared in conformance with Caltrans design and drafting standards. PS&E packages will be submitted at 95% (Task 5), 100% (Task 6), and Final (Task 7) stages of completion as described below. The Mark Thomas team will review comments from the 65% Roadway PS&E from the City and Caltrans and incorporate the comments into the 95% PS&E submittal.

The total plan package will be developed over a series of submittals with the following plan sheets comprising the final plan package:

Roadway and Electrical Plans

Approximate sheet count:

Sheet Description	Estimated Number of Sheets
Title Sheet	1
Typical Cross Sections	15
Key Map and Line Index	1
Project Control	1
Layouts	9
Profile and Superelevation Diagram	24
Construction Details	23
Contour Grading	9
Drainage Plans, Profiles and Quantities	16
Utility Plans	9
Construction Area Signs	1
Stage Construction, Traffic Handling and Detour Plans	18
Pavement Delineation Plans, Details and Quantities	10
Sign Plans, Details and Quantities	14
Summary of Quantities	2
Retaining Wall Plans	4
Erosion Control Plans, Details and Quantities	11
Electrical Plans, Details and Quantities	10
Total Sheets	178

Structures Plans

Mark Thomas will prepare structural calculations and plans for the Keller Rd Undercrossing (UC) widen selected bridge alternative and two Sub-Horizontal Ground Anchor (SHGA) retaining walls, one on either side of Keller Rd in front of Keller Rd UC abutment. For the purposes of this scope of work, it is assumed that a single span, cast-in-place, post-tensioned box girder is the preferred structure alternative.

Approximate sheet count:

Sheet Description	Estimated Number of Sheets
Keller Rd UC Widen	
General Plan	1
Index to Plans	1
Foundation Plan	1
Abutment 1 Layout	1
Abutment 2 Layout	1
Abutment Details	3
Typical Section	1
Girder Layout	1
Girder Details	2
Aesthetic Details	1

Miscellaneous Details	1
Log of Test Borings	2
Total Structure Sheets	17
Sub-Horizontal Ground Anchor Retaining Wall (RW 307 shown, RW 308 similar)	
General Plan	1
Index to Plans	1
Structure Plan	1
SHGA Details	1
Drainage Details	1
Miscellaneous Details	1
Log of Test Borings	1
Total Structure Sheets	7

Landscape and Irrigation Plans (OPTIONAL)

Approximate Sheet Count:

Sheet Description	Estimated Number of Sheets
Planting Legend	1
Planting Plan & Quantities	10
Irrigation Schedule	2
Irrigation Plans & Quantities	10
Total Sheets	23

Layout Sheets

Layout plans will follow Caltrans plan format. Typical cross sections, profiles and superelevation diagrams, and layouts will be provided. Construction details will be required for intersection and gore staking control.

Drainage Plans

Culverts, ditches, inlets, and other drainage features will be shown on the drainage plans. Drainage systems will be numbered with letters assigned to individual drainage items. Drainage profiles will be on separate sheets, followed by drainage details and drainage quantities. Details will be required for any City standards, including manholes.

Erosion Control Plans

Erosion control plans including planting requirements for biostrips and bioswales within the project limits will be prepared. Erosion control plans will be prepared in conformance with current Caltrans requirements.

Utility Plans

Utility plans will be prepared which depict mapped utility facilities at the time of the start of construction. Utility facilities to be relocated by the contractor will be shown, while facilities to be relocated by others will be shown. Utility plans will also include pothole locations. Any utility facilities that will be relocated prior to construction will be shown as an existing condition.

Stage Construction Plans

Mark Thomas will prepare stage construction plans to depict the elements associated with the construction staging approach, including:

- Identification of proposed facility/lane closures and work zone areas per stage.
- Identification of proposed detours required per stage.
- Location of construction area signs
- Temporary pavement delineation per stage.
- Location and limits of k-rail and crash cushions per stage.
- Construction notes indicating the major elements of construction to be completed per stage.
- Traffic handling notes that describe the proposed traffic handling procedures to be completed per stage.

Electrical Plans

LIN Consulting, Inc. (LCI) shall be responsible for the design of lighting systems for the proposed I-215 freeway merger (on ramps) and diverging (of ramps) from Keller Road within the project limits and redesigning existing bridge soffit lighting impacted by I-215 road widening. This includes coordination with SCE, providing power, and new service cabinets where required.

The lighting design shall meet Caltrans Specifications for lighting levels, and design for the installation of conduit, junction boxes, and wiring as necessary to provide power to new luminaires.

Ramp Metering Systems

LCI shall prepare ramp metering design plans for I-215 northbound and southbound on ramps.

Construction Cost Estimates

Mark Thomas will prepare an itemized engineer's estimate at all submittal stages of the project. The format will be similar to the Caltrans AASHTOWare format. The unit costs will be determined by reviewing similar recent project bid summaries, recent similar Caltrans Contract Cost Data book, the California Highway Construction Cost Index information and reviewing the Caltrans ESC site for unit costs.

Cost Estimate Certification

Mark Thomas will prepare the Cost Estimate Certification as required by the Caltrans RTL Guide.

Special Provisions

Mark Thomas will develop project special provisions using the current Caltrans Standard Special Provisions during the design phase. The special provisions will be prepared using Microsoft Word. Special Provisions will be submitted at the 95% and 100% submittals. It is assumed the City will provide the boilerplate contract language to be included in the specifications at the 95% submittal.

Constructability Review

Mark Thomas will perform an internal constructability review satisfying Caltrans' requirements. The review will be performed by construction management staff who are independent of the project design team. Constructability Review comments provided by Caltrans will also be addressed. Comments will be documented and resolved as part of the 100% submittal.

Structure Calculations and Structure Independent Check

Mark Thomas will perform structure design calculations, which will be in accordance with AASHTO LRFD Bridge Design Specifications, 8th Edition with the California Amendments and Caltrans Seismic Design Criteria, Version 2.0. The 2024 Caltrans Standards and current versions of the Caltrans Structure Technical Policies and Bridge Design Manuals will be used.

Mark Thomas will perform an independent design check of the structure in conformance with Caltrans bridge design procedures. The independent check will be completed by an engineer who was not involved in the original design of the structure. Calculations will be performed to check the bridge layouts and structural integrity. Upon completion of the independent check, discrepancies between the designer and checker will be reconciled and plans updated.

Task 7.13 Construction CPM Schedule

Task 7.14 Ready to List Support and Certification

Mark Thomas will prepare the Ready to List Certification Form and compile the required documents.

DELIVERABLES (ALL PDF)

- 95% & 100% Plans, Specs, and Estimates
- Structure Independent Check Calculation Package
- Structure Independent Quantity Calculation
- Structural Plans of two (2) non-standard (special design) retaining walls
- Retaining wall design calculation
- Special Provisions
- Structure quantities estimates
- Structure construction cost estimates
- Itemized Engineer's Construction Cost Estimates
- Cost Estimate Certification
- Non-Standard Special Provisions (nSSPs) (if required)
- Final PS&E Package
- Constructability Review
- Construction CPM Schedule
- Traffic Safety Review
- Stage Construction and Detour Plans
- Ready to List Certification Checklist/Package

TASK 8. DESIGN SERVICES DURING CONSTRUCTION

Task 8.1. Construction Support / Bidder Inquires / Request for Information

When requested by the City, Mark Thomas will respond to bidder inquiries and/or requests for information for the updated Final PS&E bid package. Mark Thomas will respond to bidder inquiries with up to a maximum of ten (10) responses. Should the City request that Mark Thomas prepare the bid addendum documents and plans, an additional scope and fee will need to be prepared and approved to provide bid addendum documents and plans.

DELIVERABLES

- Ten (10) bidder inquiries / RFI's / Submittal Reviews

TASK 9. ENGINEERING STUDIES (95% THRU FINAL)

Task 9.1. Stormwater Data Report (SWDR)

Based on comments received on the draft SWDR, Mark Thomas will update and finalize the report. Comments will be addressed and documented in a matrix.

Task 9.2. Drainage Report

Based on comments received on the draft drainage report, Mark Thomas will update and finalize the report. Comments will be addressed and documented in a matrix.

Task 9.3. Supplemental DSDDs (4) (OPTIONAL)

As design progresses, additional nonstandard features may be identified. If design exceptions are required, Mark Thomas will prepare supplemental Design Standard Decision Document (DSDD). The supplemental DSDD will be submitted to Caltrans for approval.

DELIVERABLES (ALL PDF)

- Final SWDR and all attachments
- Final Drainage Report
- Storm Water Information Handout
- Treatment BMP calculations (WQV/WQF)
- Supplemental Design Standard Deviation Document (up to 4 locations)

TASK 10. GEOTECHNICAL

Task 10.1. Field Work Borings, Laboratory, and Analysis

Geotechnical Investigation

Caltrans is enforcing the AASHTO recommendations of a soil boring at each bridge support locations where substructure width is less than 100 feet; minimum of two borings are required per location where substructure width is greater than 100 feet. For proposed embankments and roadway improvements, a soil boring is proposed every 500 to 1,000 feet. Based on this, EMI's geotechnical field investigations plan is presented in Table A. Data obtained from some boreholes will be used for multiple design elements. The boreholes will be excavated using a truck-mounted or track-mounted drilling rig. Asphalt concrete cold-patch will be used to replace asphalt that is removed by excavations, and quick-set cement will be used to replace concrete that is removed by excavations.

EMI will prepare a boring location plan and this plan will be used to secure encroachment permits from Caltrans, City of Murrieta, and City of Menifee. Any other permits, if required, will be secured by others.

EMI field personnel will collect soil samples for laboratory testing, including bulk samples of near-surface soils and small disturbed and relatively undisturbed ring samples of deeper soils. The small disturbed and relatively undisturbed soil samples will be collected using split-spoon samplers at a vertical interval of about 5 feet, alternating between the Standard Penetration Test (SPT) sampler and the Modified California Drive (MCD) sampler. Samples of subsurface soils will be logged during the field investigation, secured in their containers or collected in plastic bags, and transported to the EMI laboratory.

Table A. Proposed Soil Boring Information

Design Element	Proposed Number of Borings	Approximate Proposed Depth (feet)
SB Off-Ramp Bridge	2	80
RW 307	1	50
RW 308	1	50
RW 298	5	40
Overhead Signs	4	40
Roadway Improvements	7	20 – 30
	4	5 – 10

Field Soil Infiltration Testing: EMI will perform two infiltration tests for the project. Depth of the infiltration testing will depend on the design invert elevation of the proposed BMP but is assumed to be no more than 10 feet below existing ground. Each infiltration test well will be soaked overnight and infiltration testing will commence the following day. Well infiltration testing will be performed following USBR 7300-89 method.

Laboratory Testing

Field logs of the boreholes will be reviewed to select representative soil samples for laboratory testing. Various laboratory tests will be performed on soil samples to determine or derive their physical and engineering characteristics. Anticipated laboratory tests include: in-situ density and moisture content, grain size, direct shear, UU triaxial, R-value, sand equivalent, maximum density and optimum moisture content, and soil corrosion tests. Laboratory tests will be conducted in general accordance with American Society for Testing and Materials (ASTM) standards or California Test methods.

Geotechnical Engineering Analyses

Results obtained from the field investigation and laboratory testing will be used to characterize subsurface soils and conditions and create idealized soil profiles for design purposes. The following analyses will be performed for the project:

- Evaluation of seismicity and estimation of Peak Ground Acceleration (PGA) based on the Caltrans design criteria, and recommendations of an ARS curve for the bridge structural design.
- Assessment of soil liquefaction potential, seismic settlement, and lateral spreading.
- Foundation analysis for bridge and retaining walls.
- Assessment of global slope stability and settlement of embankments.
- Evaluation of soil corrosivity conditions and recommendations for mitigation measures.
- Design of pavement structural section in accordance with the Caltrans method.

Task 10.2. Foundation Reports

EMI will prepare the reports listed in Table B.

Table B. Foundation Reports

SB Off-Ramp Bridge	Caltrans	One Foundation Report
RW 307 and RW 308	Caltrans	One Foundation Report

EMI will address any review comments resulting from the Caltrans review and prepare a Final Foundation Report.

Task 10.3. Geotechnical and Materials Report

EMI will prepare the reports listed in Table C.

Table C. Geotechnical and Materials Reports

RW 298, Overhead Signs, Roadway Cuts/Embankments and Slopes, BMP	Caltrans	Geotechnical Design Report (GDR)
Pavement Structural Sections	Caltrans	Materials Report (MR)

EMI will address any review comments resulting from the Caltrans review and prepare Final Geotechnical Design Report and Final Materials Report.

DELIVERABLES (ALL PDF)

- Foundation Reports (FR)
- Geotechnical Design Reports (GDR)
- Materials Report (MR)
- *Note: Log of Geotechnical Borings included with PS&E Package*

TASK 11. REGULATORY AGENCY PERMITTING

Task 11.1. Environmental Permitting

VCS Environmental (VCS), will assist the Mark Thomas team to obtain the following regulatory permits:

- USACE Section 404 Nationwide Permit
- RWQCB Section 401 Water Quality Certification
- CDFW Section 1602 Streambed Alteration Agreement

VCS will prepare the regulatory permit applications, utilizing the Jurisdictional Delineation and Natural Environment Study prepared for the project.

VCS will prepare the Section 404 Application for a Nationwide Permit. The 404 permitting process will require that the Corps initiate Section 106 Consultation. VCS will provide the Corps with the Historic Property Survey Report (HPSR) and Archeological Survey Report (ASR) and accompanying Area of Potential Effect (APE) and our cultural staff will be available to coordinate with the Corps archeologist on the Section 106 process. While Native American consultation occurred for CEQA, USACE must also conduct its own initiation and coordination with the tribes and the State Historic Preservation Office. Additionally, USACE must initiate consultation under Section 7 of the Endangered Species Act, which in this case will be a simple letter to the United States Fish & Wildlife Service (USFWS) who will reply that take authority is covered by the western Riverside Multiple Species Habitat Conservation Plan through a streamlined Section 7. The 404 Permit also requires that the 401 Water Quality Certification be issued.

VCS will prepare the RWQCB Section 401 Water Quality Certification application. This requires an alternatives analysis related to the specific water impacts. The RWQCB requires the certified CEQA document in order to fully process and issue a 401.

VCS will prepare the Section 1602 Streambed Alteration Agreement. CDFW also requires the certified CEQA document in order to fully process and issue the 1602 Agreement. This Agreement will have conditions that must be reviewed carefully and can be discussed and/or negotiated with CDFW. VCS will assist the City in identifying conditions that may need to be removed or discussed in further detail with the CDFW.

The Project's Environmental Commitment Record describes mitigation as "through a mitigation bank approved by CDFW or through payment to an approved in-lieu fee program". VCS will assist the City in finding the appropriate mitigation. There are few if any credits available within western Riverside and therefore identifying mitigation may be challenging. Pursuant to the Riverside Conservation Authority, waters mitigation must remain in western Riverside. VCS is aware of properties within the Multiple Species Habitat Conservation Plan (MSHCP) area that support waters that may be available for applicant sponsored mitigation should bank or in-lieu credits be unavailable.

VCS assumes three field visits. One field visit to confirm delineation and up to two meetings in the field with regulators.

This Scope assumes the following:

1. The current APE and cultural studies will be sufficient for Section 106.

2. Typically, the MSHCP Consistency Analysis, JPR and all or part of the Determination of Biologically Superior or Equivalent Preservation (DBESP) is completed during PA/ED. If that is not the case and the City needs assistance with the MSHCP compliance, VCS can provide an additional scope of work.
3. Coordination time with the agencies is subjective and can exceed estimates. We have assumed 150 hours and if all of these hours are not needed, they will not be billed. However, should there be a protracted negotiation with any of the agencies and the City, particularly on mitigation, we are not able to absorb these extra costs.
4. Mitigation options identification – 10 hours. Should applicant sponsored mitigation be required, a change order can be provided to prepare a Habitat Mitigation & Monitoring Plan and all of the associated documents.
5. No new State or Federal threatened or endangered species issues will arise. Should additional work be required related to new species, including surveying and/or permitting, a change order would be required.
6. Coordination with regulators is billed on a time and materials basis due to the subjectivity of the permitting process.
7. The City shall pay all permitting fees.

DELIVERABLES

- Regulatory Agency Permits

EXHIBIT “B”

**SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)**

There are no special requirements for this project.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

- I. City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include**
- A.** Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
 - B.** Line items for all materials and equipment properly charged to the Services.
 - C.** Line items for all other approved reimbursable expenses claimed, with supporting documentation.
 - D.** Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
- II. The total compensation for all Services shall not exceed the Contract Sum as provided in the Cover Page of this Agreement.**
- III. Consultant's billing rates for any hourly Services are attached as Exhibit C-1.** In connection with the services provided pursuant to the terms of this Agreement, City will pay Consultant upon City's receipt of a written invoice provided by Consultant no more than monthly. City will pay Consultant for work completed, billed in increments of six minutes (0.1 hours), not to exceed the Contract Sum. The City will reimburse the Consultant for reasonable out-of-pocket expenses related to performing services on behalf of the Client that are approved in advance in writing by the City such as mileage, copies, binding costs, postage, parking, travel, and lodging expenses as part of the not to exceed Contract Sum. To receive reimbursements, the Consultant must provide the City with a receipt and a description of the expense incurred along with the invoice. No mark up on expenses may be added.

COST PROPOSAL FOR PROJECT SCOPE - City of Murrieta: I-215/Keller Road Interchange PS&E

<div><div><div></div><div></div></div><div>MARK THOMAS</div><div>*Please note that rates shown are for estimating purpose only. See Rate Schedule for actual rates/ranges.</div><div>Enter Staff Names if Necessary --></div></div>		Mark Thomas																									Subconsultants					TOTAL COST		
		Sr. Engineering Manager	Sr. Project Manager	Sr. Technical Lead	Technical Lead	Sr. Project Engineer	Sr. Technical Engineer	Project Engineer	Civil Engineering Designer	Sr. Technician	Design Engineer II	Design Engineer I	LAUD Division Manager	LAUD Project Manager	Landscape Designer II	Landscape Designer I	Survey Division Manager	Survey Manager II	Project Surveyor II	Asst Surveyor II	Survey Specialist II	2-Person Crew (O&E2)	Division Manager - CM	Resident Engineer	Project Accountant	Sr. Project Coordinator	Sr. Graphic Manager	Total Hours	Total MT Cost	Earth Mechanics, Inc	Lin Consulting		SafeProbe	VCS
		\$439	\$323	\$299	\$253	\$245	\$210	\$195	\$210	\$188	\$183	\$153	\$293	\$235	\$143	\$111	\$380	\$276	\$223	\$156	\$186	\$444	\$409	\$306	\$159	\$181	\$231			DBE	DBE		DBE	DBE
1.0 PROJECT MANAGEMENT																																		
1.1	Project Management	40			40																				8	12		100	\$30,795	-		-	-	\$30,795.00
1.2	Monthly Project Team Meetings (10)	40	10		40		20			20																	130	\$38,125	-		-	-	\$38,125.00	
1.3	Monthly Project Schedule Updates (10)	8																									8	\$3,510	-		-	-	\$3,510.00	
1.4	Stakeholder Meetings / Other Coordination (1)	8	4							8																4	24	\$7,185	-		-	-	\$7,185.00	
1.5	QC Plan / Program			60	60		60																				180	\$41,550	-		-	-	\$41,550.00	
1.6	Outreach and Public Meetings (1)	4	4							8																8	24	\$6,355	-		-	-	\$6,355.00	
OTHER DIRECT COSTS																												\$2,500	-		-	-	\$2,500.00	
Subtotal Phase 1		100	18	0	60	140	0	80	0	0	36	0	0	0	0	0	0	0	0	0	0	0	0	8	12	12	466	\$130,020	\$0	\$0.00	\$0	\$0	\$130,020.00	
2.0 FIELD SURVEY																																		
2.1	Field Visits and Research		4			4	8			8	8					1	2	8	16								59	\$11,583	-	\$1,517.21	-	-	\$13,099.71	
2.2	Supplemental Survey															3	5	10	20	20	40						98	\$29,346	-		-	-	\$29,346.25	
OTHER DIRECT COSTS																												\$3,500	-		-	-	\$3,500.00	
Subtotal Phase 2		0	4	0	0	4	8	0	0	8	8	0	0	0	0	4	7	18	36	20	40		0	0	0	0	157	\$44,429	\$0	\$1,517.21	\$0	\$0	\$45,945.96	
3.0 UTILITY COORDINATION																																		
3.1	Utility Coordination Meetings (all utilities)		4				40			80																	124	\$23,690	-		-	-	\$23,690.00	
3.2	Utility Coordination Letters						4			4	16																24	\$3,950	-		-	-	\$3,950.00	
3.3	Utility Research (As-Builts)						4			16																	20	\$3,220	-		-	-	\$3,220.00	
3.5	Potholes (subsurface investigation) (23)																									0	\$0	-		-	-	\$0.00		
3.6	Utility Certification (final plans, agreements, conflict resolution)						16			40																	56	\$10,420	-		-	-	\$10,420.00	
OTHER DIRECT COSTS																												\$420	-		45,940	-	\$46,360.00	
Subtotal Phase 3		0	4	0	0	0	64	0	0	124	32	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	224	\$41,700	-	\$0.00	\$45,940	\$0	\$87,640.00	
4.0 RIGHT OF WAY ENGINEERING (26 Parcels)																																		
4.2	Appraisal Maps															3	10	52	52	26							143	\$28,440	-		-	-	\$28,440.00	
4.3	Legal Descriptions and Plats															5	16	156	156	26							359	\$70,248	-		-	-	\$70,247.50	
OTHER DIRECT COSTS																												\$26,000	-		-	-	\$26,000.00	
Subtotal Phase 4		0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	26	208	208	52	0	0	0	0	0	0	502	\$124,688	\$0	\$0.00	\$0	\$0	\$124,687.50	
5.0 95% PS&E																																		
5.1	Roadway Plans	8	24		60		100	120		340	620																1272	\$227,700	-		-	-	\$227,700.00	
5.2	Roadway Estimates		4		8		32	32		60	72																208	\$38,200	-		-	-	\$38,200.00	
5.3	Roadway Specifications (SSPs)		2		16		60																				78	\$16,385	-		-	-	\$16,385.00	
5.4	Structures Plans		24		32		72		200																		328	\$68,440	-		-	-	\$68,440.00	
5.5	Structures Calculations/Independent Check		40	100	160		160	180																			640	\$151,875	-		-	-	\$151,875.00	
5.6	Structures Estimates		4		16			32		60																	112	\$22,520	-		-	-	\$22,520.00	
5.7	Structures Specifications (SSPs)		4	16			32																				52	\$12,310	-		-	-	\$12,310.00	
5.8	Electrical Plans																										0	\$0	-	\$38,994.34	-	-	\$38,994.34	
5.9	Electrical Estimates																										0	\$0	-	\$3,175.32	-	-	\$3,175.32	
5.10	Electrical Specifications (SSPs)																										0	\$0	-	\$3,606.46	-	-		
5.14	Construction CPM Schedule						8																20	16		44	\$14,635	-						
OTHER DIRECT COSTS																												\$0	-		-	-	\$0.00	
Subtotal Phase 5		8	102	116	292	0	232	444	152	200	460	692	0	0	0	0	0	0	0	0	0	0	20	16	0	0	2734	\$552,065	\$0	\$45,776.12	\$0	\$0	\$579,599.66	
6.0 100% PS&E																																		
6.1	Roadway Plans	4	12		24		72	80		220	280																692	\$125,375	-		-	-	\$125,375.00	
6.2	Roadway Estimates				4		8	8		24	40																84	\$14,730	-		-	-	\$14,730.00	
6.3	Roadway Specifications (SSPs)				4		24																				28	\$5,690	-		-	-	\$5,690.00	
6.4	Structures Plans		32	60		72		160																			324	\$73,365	-		-	-	\$73,365.00	
6.5	Structures Estimates		4		8		20			32																	64	\$13,050	-		-	-	\$13,050.00	
6.6	Structures Specifications (SSPs)		4	8			16																				28	\$6,800	-		-	-	\$6,800.00	
6.7	Electrical Plans																										0	\$0	-	\$30,462.88	-	-	\$30,462.88	
6.8	Electrical Estimates																										0	\$0	-	\$2,933.01	-	-	\$2,933.01	
6.9	Electrical Specifications (SSPs)																										0	\$0	-	\$2,826.00	-	-	\$2,826.00	
6.13	Construction CPM Schedule						8															8	4			20	\$6,055	-		-	-	\$6,055.00		
OTHER DIRECT COSTS																												\$0	-		-	-	\$0.00	
Subtotal Phase 6		4	52	68	40	0	72	148	88	160	276	320	0	0	0	0	0	0	0	0	0	8	4	0	0	0	1240	\$245,065	\$0	\$36,221.89	\$0	\$0	\$281,286.89	
7.0 Final PS&E																																		
7.1	Roadway Plans	2			8		32	60		120	160																382	\$68,038	-		-	-	\$68,037.50	
7.2	Roadway Estimates				2		4	8		16	20																50	\$8,935	-		-	-	\$8,935.00	
7.3	Roadway Specifications (SSPs)				2		20																				22	\$4,405	-		-	-	\$4,405.00	
7.4	Structures Plans		12	16		24			40																		92	\$21,190	-		-	-	\$21,190.00	
7.5	Structures Estimates		4	4						16																	24	\$5,405	-		-	-	\$5,405.00	
7.6	Structures Specifications (SSPs)		4	4			8																				16	\$4,045	-		-	-	\$4,045.00	
7.7	Electrical Plans																										0	\$0	-	\$17,970.07	-	-	\$17,970.07	
7.8	Electrical Estimates																										0	\$0	-	\$1,587.66	-	-	\$1,587.66	
7.9	Electrical Specifications (SSPs)																										0	\$0	-	\$1,803.23	-	-	\$1,803.23	
7.13	Construction CPM Schedule						4			8																	12	\$2,240	-					

9.1	Stormwater Data Report (SWDR)			4				20			40	160															224	\$36,795	-	-	-	\$36,795.00						
9.2	Drainage Report			8				40			80	200															328	\$55,290	-	-	-	\$55,290.00						
OTHER DIRECT COSTS																												\$0	-	-	-	\$0.00						
Subtotal Phase 9		0	0	12	0	0	0	60	0	0	120	360	0	0	0	0	0	0	0	0	0	0	0	0	0	0	552	\$92,085	\$0	\$0.00	\$0	\$0	\$92,085.00					
10.0 GEOTECHNICAL																																						
10.1	Field Work Borings, Laboratory and Analysis																									0	\$0	77,562.46	-	-	-	\$77,562.46						
10.2	Foundation Reports																									0	\$0	37,798.48	-	-	-	\$37,798.48						
10.3	Geotechnical and Materials Report																									0	\$0	40,412.28	-	-	-	\$40,412.28						
OTHER DIRECT COSTS																												\$0	63,710.00	-	-	-	\$63,710.00					
Subtotal Phase 10		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$219,483.22	\$0.00	\$0	\$0	\$219,483.22					
11.0 REGULATORY AGENCY PERMITTING																																						
11.1	Environmental Permitting				2		8				20																30	\$5,100	-	-	83,658.80	\$88,758.80						
OTHER DIRECT COSTS																												\$0	-	-	300.00	\$300.00						
Subtotal Phase 11		0	0	0	0	2	0	8	0	0	0	20	0	0	0	0	0	0	0	0	0	0	0	0	0	0	30	\$5,100	\$0	\$0.00	\$0	\$83,958.80	\$89,058.80					
TOTAL HOURS		114	204	224	404	142	332	916	308	400	1224	1652	0	0	0	0	12	33	226	244	72	40	28	20	8	12	12	6627										
OTHER DIRECT COSTS																													\$32,420.00	\$63,710.00	\$0.00	\$45,940.00	\$300.00	\$142,370.00				
TOTAL COST		\$50,018	\$65,790	\$66,920	\$102,010	\$34,790	\$69,720	\$178,620	\$64,680	\$75,000	\$223,380	\$251,930	\$0	\$0	\$0	\$0	\$4,560	\$9,116	#####	#####	#####	#####						\$11,445	\$6,125	\$1,270	\$2,175	\$2,775	\$1,372,313.75	\$228,612.38	\$106,335.66	\$45,940.00	\$83,958.80	\$1,837,160.59
O. OPTIONAL TASKS																																						
O.1	2.3 ROW Base Maps (LandNET)																3	5	16	16	20	24																
O.2	3.4 Preparation of Composite Utility Plan						60					240																84	\$22,956	-	-	-	-	\$22,956.25				
O.3	4.1 ROW Requirements Maps						8				24	80																300	\$48,300	-	-	-	-	\$48,300.00				
O.3	4.1 ROW Requirements Maps						8				24	80																112	\$18,140	-	-	-	-	\$18,140.00				
O.15	9.3 Supplemental DSDDs (4)		2		4		8				60	40																114	\$20,265	-	-	-	-	\$20,265.00				
Subtotal Optional Tasks		0	2	8	12	0	8	116	0	120	94	504	14	164	332	620	3	5	16	16	20	24	0	0	0	0	0	2078	\$109,661.25	\$0	\$3,910.68	\$0	\$22,160	\$109,661.25				

Note: Mark-ups are Not Allowed

☒ Prime Consultant

☐ Subconsultant

☐ 2nd Tier Subconsultant

Consultant: Mark Thomas & Company, Inc.

Project No. I-215/Keller Road Interchange Contract No. _____ Date 7/18/2025

DIRECT LABOR

Classification/Title	Name	Range	Hours	Actual or Average Hourly Rate	Total
Principal		\$168 - \$205	0.0	\$ 180.65	\$ -
Sr. Engineering Manager		\$115 - \$150	114.0	\$ 161.76	\$ 18,440.45
Engineering Manager		\$111 - \$130	0.0	\$ 133.19	\$ -
Design Manager		\$111 - \$130	0.0	\$ 132.72	\$ -
Sr. Project Manager		\$84 - \$120	204.0	\$ 118.90	\$ 24,255.45
Sr. Technical Lead		\$81 - \$110	224.0	\$ 110.14	\$ 24,672.06
Project Manager		\$72 - \$100	0.0	\$ 101.85	\$ -
Technical Lead		\$70 - \$90	404.0	\$ 93.09	\$ 37,609.04
Sr. Project Engineer		\$60 - \$90	142.0	\$ 90.33	\$ 12,826.37
Sr. Technical Engineer		\$62 - \$75	332.0	\$ 77.42	\$ 25,704.36
Project Engineer		\$49 - \$75	916.0	\$ 71.89	\$ 65,853.60
Civil Engineering Designer		\$49 - \$80	308.0	\$ 77.42	\$ 23,846.22
Sr. Technician		\$50 - \$70	400.0	\$ 69.13	\$ 27,650.99
Design Engineer II		\$40 - \$65	1224.0	\$ 67.28	\$ 82,355.72
Design Engineer I		\$33 - \$50	1652.0	\$ 56.22	\$ 92,881.53
Technician		\$30 - \$45	0.0	\$ 42.86	\$ -
Intern		\$17 - \$30	0.0	\$ 33.18	\$ -
LAUD Division Manager		\$90 - \$105	0.0	\$ 107.84	\$ -
Sr. LAUD Project Manager		\$86 - \$100	0.0	\$ 102.31	\$ -
LAUD Project Manager		\$63 - \$90	0.0	\$ 86.64	\$ -
Sr. Landscape Architect		\$57 - \$70	0.0	\$ 68.21	\$ -
Landscape Architect		\$42 - \$55	0.0	\$ 59.91	\$ -
Landscape Designer II		\$37 - \$50	0.0	\$ 52.54	\$ -
Landscape Designer I		\$29 - \$35	0.0	\$ 41.02	\$ -
Landscape Intern		\$23 - \$30	0.0	\$ 32.26	\$ -
Survey Division Manager		\$96 - \$165	12.0	\$ 140.10	\$ 1,681.18
Survey Manager II		\$84 - \$100	33.0	\$ 101.85	\$ 3,360.98
Survey Manager I		\$72 - \$95	0.0	\$ 93.09	\$ -
Project Surveyor III		\$67 - \$95	0.0	\$ 97.24	\$ -
Project Surveyor II		\$58 - \$80	226.0	\$ 82.03	\$ 18,539.07
Project Surveyor I		\$57 - \$75	0.0	\$ 77.88	\$ -
Asst Surveyor III		\$51 - \$60	0.0	\$ 66.36	\$ -
Asst Surveyor II		\$42 - \$55	244.0	\$ 57.61	\$ 14,055.92
Asst Surveyor I		\$39 - \$50	0.0	\$ 53.00	\$ -
Survey Specialist III		\$48 - \$90	0.0	\$ 87.10	\$ -
Survey Specialist II		\$41 - \$70	72.0	\$ 68.67	\$ 4,944.00
Survey Specialist I		\$39 - \$60	0.0	\$ 58.53	\$ -
Lead Survey Technician		\$43 - \$50	0.0	\$ 55.30	\$ -
Survey Technician III		\$42 - \$60	0.0	\$ 60.83	\$ -
Survey Technician II		\$35 - \$55	0.0	\$ 55.76	\$ -
Survey Technician I		\$19 - \$40	0.0	\$ 37.33	\$ -
SUE Program Manager		\$84 - \$100	0.0	\$ 107.38	\$ -
Chief of Party (OE3)		\$58 - \$70	0.0	\$ 82.49	\$ -
Instrumentperson (OE3)		\$53 - \$65	0.0	\$ 82.49	\$ -
Chainperson (OE3)		\$51 - \$60	0.0	\$ 80.65	\$ -
Apprentice (OE3)		\$38 - \$55	0.0	\$ 56.68	\$ -
2-Person Crew (OE3)		\$110 - \$130	0.0	\$ 141.94	\$ -
3-Person Crew (OE3)		\$168 - \$195	0.0	\$ 213.83	\$ -

Utility Locator (North)		\$55 - \$65	0.0	\$ 71.43	\$ -
Chief of Party (OE12)		\$63 - \$75	0.0	\$ 91.25	\$ -
Instrumentperson (OE12)		\$58 - \$70	0.0	\$ 82.49	\$ -
Chainperson (OE12)		\$55 - \$65	0.0	\$ 76.96	\$ -
Apprentice (OE12)		\$47 - \$55	0.0	\$ 66.36	\$ -
2-Person Crew (OE12)		\$117 - \$135	40.0	\$ 163.60	\$ 6,544.07
3-Person Crew (OE12)		\$175 - \$205	0.0	\$ 242.87	\$ -
Utility Locator (South)		\$64 - \$75	0.0	\$ 89.87	\$ -
Division Manager - CM		\$139 - \$165	28.0	\$ 150.70	\$ 4,219.54
Area Manager - CM		\$101 - \$120	0.0	\$ 109.22	\$ -
Project Manager - CM		\$94 - \$110	0.0	\$ 112.91	\$ -
Sr. Resident Engineer		\$106 - \$125	0.0	\$ 125.81	\$ -
Resident Engineer		\$94 - \$110	20.0	\$ 112.91	\$ 2,258.16
Asst. Resident Engineer		\$60 - \$70	0.0	\$ 84.34	\$ -
Inspector - CM		\$52 - \$80	0.0	\$ 88.48	\$ -
Office Engineer		\$45 - \$75	0.0	\$ 83.87	\$ -
Sr. Planner		\$48 - \$70	0.0	\$ 74.20	\$ -
Planner II		\$41 - \$50	0.0	\$ 57.61	\$ -
Planner I		\$30 - \$40	0.0	\$ 45.62	\$ -
Funding Manager		\$103 - \$125	0.0	\$ 128.12	\$ -
Sr. Funding Specialist		\$70 - \$85	0.0	\$ 87.10	\$ -
Funding Specialist		\$39 - \$75	0.0	\$ 71.43	\$ -
Project Accountant Manager		\$65 - \$75	0.0	\$ 82.49	\$ -
Project Accountant		\$35 - \$60	8.0	\$ 58.53	\$ 468.22
Sr. Project Coordinator		\$44 - \$65	12.0	\$ 66.82	\$ 801.88
Project Coordinator		\$37 - \$55	0.0	\$ 54.84	\$ -
Sr. Project Assistant		\$40 - \$55	0.0	\$ 58.53	\$ -
Project Assistant		\$28 - \$40	0.0	\$ 34.56	\$ -
Sr. Technical Writer		\$37 - \$55	0.0	\$ 51.62	\$ -
Technical Writer		\$36 - \$45	0.0	\$ 44.70	\$ -
Sr. Graphic Manager		\$57 - \$80	12.0	\$ 85.26	\$ 1,023.09
Sr. Graphic Designer		\$43 - \$65	0.0	\$ 70.51	\$ -
Graphic Designer		\$34 - \$45	0.0	\$ 52.08	\$ -
District Manager-Engineer		\$123 - \$145	0.0	\$ 132.72	\$ -
Deputy District Manager		\$109 - \$130	0.0	\$ 117.06	\$ -
Operations Manager		\$84 - \$100	0.0	\$ 91.25	\$ -
Sr. Inspector		\$44 - \$65	0.0	\$ 56.22	\$ -
Inspector		\$34 - \$50	0.0	\$ 44.24	\$ -
Inspector - Apprentice		\$30 - \$40	0.0	\$ 33.64	\$ -
Strategic Consulting		\$191.71	0.0	\$ 191.71	\$ -

LABOR COSTS

a) Subtotal Direct Labor Costs

\$ 493,991.90

b) Anticipated Salary Increases (see page 2 for calculation)

\$ (0.00)

c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)] \$ 493,991.90

INDIRECT COSTS

d) Fringe Benefits (Rate: 94.47%)

e) Total Fringe Benefits [(c) x (d)] \$ 466,674.15

f) Overhead (Rate: 52.11%)

g) Overhead [(c) x (f)] \$ 257,419.18

h) General and Administrative (Rate: 0.00%)

i) Gen & Admin [(c) x (h)] \$ -

j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] \$ 724,093.33

FIXED FEE

k) **TOTAL FIXED FEE** [(c) + (j)] x fixed fee 10.00 % \$ 121,808.52

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	
Mileage	1000	miles	\$0.70	\$ 700.00
Mileage - Survey	5000	miles	\$0.70	\$ 3,500.00
Mileage - SUE	600	miles	\$0.70	\$ 420.00
Reproductions - full size	0	sheets	\$1.00	\$ -
Reproductions - half size	0	sheets	\$0.35	\$ -
Structure/Quantity Calculations	0	sheets	\$0.05	\$ -
Misc. Costs (Flight from Sacramento)	6	RT	\$300.00	\$ 1,800.00
Overnight Mail/Mail	0	EA	\$15.00	\$ -
Potholing	0	EA	\$5,000.00	\$ -
Misc. Surveys (Maps, PTR's etc.)	26	LS	\$1,000.00	\$ 26,000.00
Safety Plan	0	LS	\$1,000.00	\$ -
Traffic Control	0	LS	\$3,000.00	\$ -
Per Diem	0	Day	\$260.00	\$ -
MTLS Mobile Scanner	0	Day	\$8,000.00	\$ -
Survey Equipment	0	HR	\$30.00	\$ -

l) TOTAL OTHER DIRECT COSTS \$ 32,420.00

m) SUBCONSULTANTS' COSTS (add additional pages if necessary)

Subconsultant 1: Earth Mechanics, Inc	\$ 228,612.38
Subconsultant 2: Lin Consulting	\$ 106,335.66
Subconsultant 3: SafeProbe	\$ 45,940.00
Subconsultant 4: VCS	\$ 83,958.80
Subconsultant 5: SUBCONSULTANT 5	\$ -
Subconsultant 6: SUBCONSULTANT 6	\$ -

m) TOTAL SUBCONSULTANTS' COSTS \$ 464,846.84

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ 497,266.84

TOTAL COST [(c) + (j) + (k) + (n)] \$ 1,837,160.59

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.

CALCULATIONS FOR ANTICIPATED SALARY INCREASES

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	1 Year Contract Duration
\$493,991.90	/	6627.0	=	\$74.54	Year 1 Avg Hourly Rates

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

	Average Hourly Rate		Escalation			
Year 1	\$74.54	+	0.00%	=	\$74.54	Year 2 Avg Hourly Rate
Year 2	\$74.54	+	0.00%	=	\$74.54	Year 3 Avg Hourly Rate
Year 3	\$74.54	+	0.00%	=	\$74.54	Year 4 Avg Hourly Rate
Year 4	\$74.54	+	0.00%	=	\$74.54	Year 5 Avg Hourly Rate
Year 5	\$74.54	+	0.00%	=	\$74.54	Year 6 Avg Hourly Rate
Year 6	\$74.54	+	0.00%	=	\$74.54	Year 7 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	100%	x	6627.0	=	6627.0	Estimated Hours Year 1
Year 2	0%	x	6627.0	=	0.0	Estimated Hours Year 2
Year 3	0%	x	6627.0	=	0.0	Estimated Hours Year 3
Year 4	0%	x	6627.0	=	0.0	Estimated Hours Year 4
Year 5	0%	x	6627.0	=	0.0	Estimated Hours Year 5
Year 6	0%	x	6627.0	=	0.0	Estimated Hours Year 6
Total	100%		Total		6627.0	

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	\$74.54	x	6627.0	=	\$493,991.90	Estimated Cost Year 1
Year 2	\$74.54	x	0.0	=	\$0.00	Estimated Cost Year 2
Year 3	\$74.54	x	0.0	=	\$0.00	Estimated Cost Year 3
Year 4	\$74.54	x	0.0	=	\$0.00	Estimated Cost Year 4
Year 5	\$74.54	x	0.0	=	\$0.00	Estimated Cost Year 5
Year 6	\$74.54	x	0.0	=	\$0.00	Estimated Cost Year 6
Total Direct Labor Cost with Escalation					\$493,991.90	
Direct Labor Subtotal before Escalation					\$493,991.90	
Estimated total of Direct Labor Salary Increase					(\$0.00)	Transfer to Page 1

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.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Zachary Siviglia

Title*: President/CEO

Signature: 

Date of Certification: 07/18/2025

Email: zsiviglia@markthomas.com

Phone Number: (916) 390-5131

Address: 516 Gibson Dr. Suite 230, Roseville, CA 95678

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Engineering Services

Cost Proposal 1
Cost Plus Fixed Fee or Lump Sum

Note: Mark-ups are Not Allowed

☐ Prime Consultant

☒ Subconsultant

☐ 2nd Tier Subconsultant

Consultant: **Earth Mechanics, Inc.**

Project No. _____ Contract No. _____ Date **7/6/2025**

DIRECT LABOR

Classification/Title	Name	Range	Hours	Actual Hourly Rate	Total
Principal / PM	Alahesh Thurairajah*	\$105.70 - \$111.00	70	\$ 105.70	\$ 7,399.00
Principal Engineer / Geologist		\$78.40 - \$81.60	50	\$ 80.60	\$ 4,030.00
Senior Engineer / Geologist		\$66.90 - \$78.30	90	\$ 71.80	\$ 6,462.00
Sr. Project Engineer / Geologist		\$60.50 - \$60.70	190	\$ 60.50	\$ 11,495.00
Project Engineer / Geologist		\$52.80 - \$60.30	90	\$ 60.30	\$ 5,427.00
Sr. Staff Engineer / Geologist		\$49.60 - \$53.40	120	\$ 53.40	\$ 6,408.00
Staff Engineer / Geologist		\$35.50 - \$41.80	200	\$ 41.80	\$ 8,360.00
Senior Technician		\$51.60 - \$54.10	90	\$ 54.10	\$ 4,869.00
Technician		\$21.10 - \$30.20	50	\$ 30.20	\$ 1,510.00

LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 55,960.00
b) Anticipated Salary Increases (see page 2 for calculation)	
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$ 55,960.00

INDIRECT COSTS

d) Fringe Benefits (Rate: 50.72%)	e) Total Fringe Benefits [(c) x (d)]	\$ 28,382.91
f) Overhead & G&A (Rate: 117.17%)	g) Overhead [(c) x (f)]	\$ 65,568.33
h) General & Admin (Rate: 0%)	i) Gen & Admin [(c) x (h)]	\$ -
	j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]	\$ 93,951.24
FIXED FEE	k) TOTAL FIXED FEE [(c) + (j)] x fixed fee: 10%	\$ 14,991.12

I) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Drill Rig Rental	7.5	Day	\$ 6,000.00	\$ 45,000.00
Traffic Control Rental	5	Day	\$ 2,300.00	\$ 11,500.00
Mileage	2800	Mile	\$ 0.70	\$ 1,960.00
R-Value	12	Test	\$ 250.00	\$ 3,000.00
Soil Cuttings Contaminants Testing	2	EA	\$ 325.00	\$ 650.00
Soil Cuttings (Drums) Disposal	8	EA	\$ 200.00	\$ 1,600.00

I) TOTAL OTHER DIRECT COSTS \$ 63,710.00

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

m) TOTAL SUBCONSULTANTS' COSTS \$ -

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(I) + (m)] \$ 63,710.00

TOTAL COST [(c) + (j) + (k) + (n)] \$ 228,612.37

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.

CALCULATIONS FOR ANTICIPATED SALARY INCREASES

Consultant Earth Mechanics, Inc.

Project No. _____ Contract No. _____ Date 7/6/2025

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
\$ 55,960.00	950	=	\$ 58.91	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	\$ 58.91	+	5%	=	\$ 61.85	Year 2 Avg Hourly Rate
Year 2	\$ 61.85	+	5%	=	\$ 64.94	Year 3 Avg Hourly Rate
Year 3	\$ 64.94	+	5%	=	\$ 68.19	Year 4 Avg Hourly Rate
Year 4	\$ 68.19	+	5%	=	\$ 71.60	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	100.00%	*	950.0	=	950.0	Estimated Hours Year 1
Year 2	0.00%	*	950.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	950.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	950.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	950.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	950.0	

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	\$ 58.91	*	950	=	\$ 55,960.00	Estimated Hours Year 1
Year 2	\$ 61.85	*	0	=	\$ -	Estimated Hours Year 2
Year 3	\$ 64.94	*	0	=	\$ -	Estimated Hours Year 3
Year 4	\$ 68.19	*	0	=	\$ -	Estimated Hours Year 4
Year 5	\$ -	*	0	=	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$ 55,960.00	
Direct Labor Subtotal before Escalation				=	\$ 55,960.00	
Estimated total of Direct Labor Salary Increase				=	\$ -	Transfer to Page 1

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.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:


1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Alaresh Thuraijah Title *: President

Signature:  Date of Certification: 7/6/2025

Email: A.Thuraijah@earthmech.com Phone number: 714-751-3826

Address: 17800 Newhope Street, Suite B, Fountain Valley, CA 92708

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

541330 - Geotechnical Engineering
541380 - Laboratory Testing

Cost Proposal 1
Cost Plus Fixed Fee or Lump Sum

Note: Mark-ups are Not Allowed

☐ Prime Consultant

☒ Subconsultant

☐ 2nd Tier Subconsultant

Consultant: **LIN Consulting**

Project No. **Murrieta I-215/Keller IC**

Contract No. _____

Date **7/18/2025**

DIRECT LABOR

Classification/Title	Name	Range	Hours	Actual Hourly Rate	Total
Project Manager			9	\$ 105.00	\$ 945.00
Senior Project Manager			182	\$ 86.00	\$ 15,652.09
Assistant Project Manager			196	\$ 55.50	\$ 10,877.75
Project Engineer			236	\$ 43.50	\$ 10,265.76

LABOR COSTS

a) Subtotal Direct Labor Costs

\$ 37,740.60

b) Anticipated Salary Increases (see page 2 for calculation)

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$ 37,740.60

INDIRECT COSTS

d) Fringe Benefits (Rate: 35.12%)

e) Total Fringe Benefits [(c) x (d)] \$ 13,254.50

f) Overhead & G&A (Rate: 121.02%)

g) Overhead [(c) x (f)] \$ 45,673.68

h) General & Admin (Rate: _____)

i) Gen & Admin [(c) x (h)] \$ -

j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$ 58,928.18

FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee: 10% \$ 9,666.88

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
				\$ -
				\$ -

l) TOTAL OTHER DIRECT COSTS \$ -

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

m) TOTAL SUBCONSULTANTS' COSTS \$ -

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ -

TOTAL COST [(c) + (j) + (k) + (n)] \$ 106,335.66

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.

CALCULATIONS FOR ANTICIPATED SALARY INCREASES

Consultant **LIN Consulting**

Project No. Murrieta I-215/Keller IC Contract No. _____ Date **7/18/2025**

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
\$ 37,740.60	623	=	\$ 60.58	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	\$ 60.58	+	5%	=	\$ 63.61	Year 2 Avg Hourly Rate
Year 2	\$ 63.61	+	5%	=	\$ 66.79	Year 3 Avg Hourly Rate
Year 3	\$ 66.79	+	5%	=	\$ 70.13	Year 4 Avg Hourly Rate
Year 4	\$ 70.13	+	5%	=	\$ 73.63	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	100.00%	*	623.0	=	623.0	Estimated Hours Year 1
Year 2	0.00%	*	623.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	623.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	623.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	623.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	623.0	

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	\$ 60.58	*	623	=	\$ 37,740.60	Estimated Hours Year 1
Year 2	\$ 63.61	*	0	=	\$ -	Estimated Hours Year 2
Year 3	\$ 66.79	*	0	=	\$ -	Estimated Hours Year 3
Year 4	\$ 70.13	*	0	=	\$ -	Estimated Hours Year 4
Year 5	\$ -	*	0	=	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$ 37,740.60	
Direct Labor Subtotal before Escalation				=	\$ 37,740.60	
Estimated total of Direct Labor Salary Increase				=	\$ -	Transfer to Page 1

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.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

- 1. Generally Accepted Accounting Principles (GAAP)
- 2. Terms and conditions of the contract
- 3. Title 23 United States Code Section 112 - Letting of Contracts
- 4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
- 5. 23 Code of Federal Regulations Part 172 - Procurement, Management and Administration of Engineering and Design Related Service
- 6. 48 Ccode of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Sandy Hou Title *: Corporate Secretary/Principal

Signature:  Date of Certification: 7/18/2025

Email: shou@linconsulting.com Phone number: 909-396-6850

Address: 21600 Copley Dr., Suite 270, Diamond Bar, CA 91765

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Engineering Services

Note: Mark-ups are Not Allowed

☐

Prime Consultant

☒

Subconsultant

☐

2nd Tier Subconsultant

Consultant: **SafeProbe**

Project No. _____ Contract No. _____ Date **5/21/2025**

DIRECT LABOR

Classification/Title	Name	Range	Hours	Actual Hourly Rate	Total
			0	\$ 0.00	\$ 0.00
					\$ -
					\$ -
					\$ -

LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 0.00
b) Anticipated Salary Increases (see page 2 for calculation)	
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$ 0.00

INDIRECT COSTS

d) Fringe Benefits (Rate: 0.00%)	e) Total Fringe Benefits [(c) x (d)]	\$ 0.00
f) Overhead & G&A (Rate: 0.00%)	g) Overhead [(c) x (f)]	\$ 0.00
h) General & Admin (Rate:)	i) Gen & Admin [(c) x (h)]	\$ -
	j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]	\$ 0.00
FIXED FEE	k) TOTAL FIXED FEE [(c) + (j)] x fixed fee: 10%	\$ 0.00

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Vacuum excavation (Pothole) maximum of 8 ft depth	23	Pothole	\$ 1,300.00	\$ 29,900.00
Traffic control plan per MUTCD / WATCH Manual (added or deleted as needed)	3	Plan	\$ 1,800.00	\$ 5,400.00
Traffic control set-up during potholing	4	Day	\$ 1,700.00	\$ 6,800.00
Mobilization/Coordination/Dig-Alert Marking/Encroachment permit processing/Reports	24	Hour	\$ 160.00	\$ 3,840.00
				\$ -
				\$ -
l) TOTAL OTHER DIRECT COSTS				\$ 45,940.00

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: _____
Subconsultant 2: _____

m) TOTAL SUBCONSULTANTS' COSTS \$ -

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ 45,940.00

TOTAL COST [(c) + (j) + (k) + (n)] \$ 45,940.00

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.

CALCULATIONS FOR ANTICIPATED SALARY INCREASES

Consultant SafeProbe

Project No. _____ Contract No. _____

Date 5/21/2025

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
\$ 0.00	0	=	\$ 0.00	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	\$ 0.00	+	5%	=	\$ 0.00	Year 2 Avg Hourly Rate
Year 2	\$ 0.00	+	5%	=	\$ 0.00	Year 3 Avg Hourly Rate
Year 3	\$ 0.00	+	5%	=	\$ 0.00	Year 4 Avg Hourly Rate
Year 4	\$ 0.00	+	5%	=	\$ 0.00	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	100.00%	*	0.0	=	0.0	Estimated Hours Year 1
Year 2	0.00%	*	0.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	0.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	0.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	0.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	0.0	

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	\$ 0.00	*	0	=	\$ 0.00	Estimated Hours Year 1
Year 2	\$ 0.00	*	0	=	\$ -	Estimated Hours Year 2
Year 3	\$ 0.00	*	0	=	\$ -	Estimated Hours Year 3
Year 4	\$ 0.00	*	0	=	\$ -	Estimated Hours Year 4
Year 5	\$ -	*	0	=	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$ 0.00	
Direct Labor Subtotal before Escalation				=	\$ 0.00	
Estimated total of Direct Labor Salary Increase				=	\$ -	Transfer to Page 1

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.

Certification of Direct Costs:


I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

- 1. Generally Accepted Accounting Principles (GAAP)
- 2. Terms and conditions of the contract
- 3. Title 23 United States Code Section 112 - Letting of Contracts
- 4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
- 5. 23 Code of Federal Regulations Part 172 - Procurement, Management and Administration of Engineering and Design Related Service
- 6. 48 Ccode of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name:	<u>Mauro Poyaoan</u>	Title *:	<u>Vice President</u>
Signature:		Date of Certification:	<u>5/21/2025</u>
Email:	<u>mpoyaoan@abratique.com</u>	Phone number:	<u>213-251-5960</u>
Address:	<u>9608 Van Nuys Blvd, Suite 206, Panorama City, CA 91402</u>		

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Engineering Services

Cost Proposal 1
Cost Plus Fixed Fee or Lump Sum

Note: Mark-ups are Not Allowed

☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant

Consultant: **Vandermost Consulting Services, Inc. dba VCS Environmental**

Project No. **I-215/Keller Interchange** Contract No. _____ Date **7/18/2025**

DIRECT LABOR

Classification/Title	Name	Range	Hours	Actual Hourly Rate	Total
President	Julie Beeman	\$105-\$120	5	\$109.52	\$ 547.60
Vice President	Wade Caffrey	\$75-\$90	53	\$79.33	\$ 4,204.41
Director, Environmental Services	Eric Turner	\$65-\$75	134	\$69.71	\$ 9,341.50
Project Manager II	Joel Martinez	\$35-\$45	363	\$40.38	\$ 14,658.41
Production Manger	Linda Bo	\$45-\$55	10	\$45.43	\$ 454.29
Project Coordinator	Ana Canning/Alex Bicknell	\$25-\$35	24	\$29.68	\$ 712.32
Senior Project Manager III	Willa Sumer	\$45-\$55		\$50.00	\$ -
Office Assistant	Brianna Granados	\$35-\$45	2	\$37.86	\$ 75.72

LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 29,994.25
b) Anticipated Salary Increases (see page 2 for calculation)	
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$ 29,994.25

INDIRECT COSTS

d) Fringe Benefits (Rate: 66.29%)	e) Total Fringe Benefits [(c) x (d)]	\$ 19,883.19
f) Overhead & G&A (Rate: 87.27%)	g) Overhead [(c) x (f)]	\$ 26,176.01
h) General & Admin (Rate:)	i) Gen & Admin [(c) x (h)]	\$ -
j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]		\$ 46,059.20
FIXED FEE	k) TOTAL FIXED FEE [(c) + (j)] x fixed fee: 10%	\$ 7,605.35

I) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage	429		\$ 0.70	\$ 300.00
				\$ -
I) TOTAL OTHER DIRECT COSTS				\$ 300.00

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1:	
Subconsultant 2:	
m) TOTAL SUBCONSULTANTS' COSTS	\$ -
n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(I) + (m)]	\$ 300.00
TOTAL COST [(c) + (j) + (k) + (n)]	\$ 83,958.80

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.

CALCULATIONS FOR ANTICIPATED SALARY INCREASESConsultant **Vandermost Consulting Services, Inc. dba VCS Environmental**Project No. I-215/Keller Interchange Contract No. _____ Date 7/18/2025**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
\$ 29,994.25	591	=	\$ 50.75	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	\$ 50.75	+	5%	=	\$ 53.29	Year 2 Avg Hourly Rate
Year 2	\$ 53.29	+	5%	=	\$ 55.95	Year 3 Avg Hourly Rate
Year 3	\$ 55.95	+	5%	=	\$ 58.75	Year 4 Avg Hourly Rate
Year 4	\$ 58.75	+	5%	=	\$ 61.69	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	100.00%	*	591.0	=	591.0	Estimated Hours Year 1
Year 2	0.00%	*	591.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	591.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	591.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	591.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	591.0	

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	\$ 50.75	*	591	=	\$ 29,994.25	Estimated Hours Year 1
Year 2	\$ 53.29	*	0	=	\$ -	Estimated Hours Year 2
Year 3	\$ 55.95	*	0	=	\$ -	Estimated Hours Year 3
Year 4	\$ 58.75	*	0	=	\$ -	Estimated Hours Year 4
Year 5	\$ -	*	0	=	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$ 29,994.25	
Direct Labor Subtotal before Escalation				=	\$ 29,994.25	
Estimated total of Direct Labor Salary Increase				=	\$ -	Transfer to Page 1

NOTES:

- 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.
- 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).
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- Calculations for anticipated salary escalation must be provided.


Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

- 1. Generally Accepted Accounting Principles (GAAP)
- 2. Terms and conditions of the contract
- 3. Title 23 United States Code Section 112 - Letting of Contracts
- 4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
- 5. 23 Code of Federal Regulations Part 172 - Procurement, Management and Administration of Engineering and Design Related Service
- 6. 48 Ccode of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.
Local governments are responsible for applying only cognizant agency or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name:	<u>Julie Beeman</u>	Title *:	<u>President</u>
Signature:	<div><div>DocuSigned by:</div><div> E7CB40B9CFC6483...</div></div>	Date of Certification:	<u>7/18/2025</u>
Email:	<u>jbeeman@vcsenvironmental.com</u>	Phone number:	<u>949-234-6070</u>
Address:	<u>30900 Rancho Viejo Road, Suite 100, San Juan Capistrano, CA 92675</u>		

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Regulatory Permitting and Biological Services

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

- I. Consultant shall perform Services as set forth in Exhibit A.**
- II. Consultant shall deliver the following tangible work products to the City by the following dates.**

Design Standard Decision Document (DSDD) by Spring 2026; PS&E Submittal (100%) by Spring 2026; Environmental Permitting by Summer 2026, and Construction Advertising by Winter of 2026.
- III. The Department Contact may approve extensions for performance of the Services in accordance with Section 3.2.**

EXHIBIT “E”

INSURANCE REQUIREMENTS

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000 per occurrence**. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000 per accident for bodily injury and property damage**.
3. **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000 per accident for bodily injury or disease**. (Not required if consultant provides written verification it has no employees)
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant’s profession, with limit no less than **\$2,000,000 per occurrence or claim, \$2,000,000 aggregate**.
5. **Cyber:** Vendor/Consultant shall procure and maintain for the duration of the contract insurance against claims for security breaches, system failures, injuries to persons, damages to software, or damages to property (including computer equipment) which may arise from or in connection with the performance of the work hereunder by the Vendor, its agents, representatives, or employees. Vendor shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

Cyber Liability Insurance, with limits not less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include,

but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

6. Technology Professional Liability Errors & Omissions

(Only if vendor is providing a technology service (data storage, website designers, etc.) or product (software providers))

Technology Professional Liability Errors and Omissions Insurance appropriate to the Consultant's profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

- a. The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency in the care, custody, or control of the Vendor.

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

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Consultant's **insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Umbrella or Excess Policy

The Consultant may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Consultant's primary and excess liability policies are exhausted.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation

Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 [fill in the amount for your comfort level for the specific Consultant and job – it could be much higher, or in the case of a very small Consultant, you might want it lower] unless approved in writing by City. Any and all deductibles and SIRs shall be the sole responsibility of Consultant or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City may deduct from any amounts otherwise due Consultant to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs,

including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of **five (5) years after completion of work.**

Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

Duration of Coverage

CGL & Excess liability policies **for any construction related work, including, but not limited to, maintenance, service, or repair work,** shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained, and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



MARKTHO-01

SEITAS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/16/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0E67768 IOA Insurance Services 3875 Hopyard Road Suite 200 Pleasanton, CA 94588	CONTACT NAME: Jessica McDonald PHONE (A/C, No, Ext): (925) 918-4535 FAX (A/C, No): E-MAIL ADDRESS: Jessica.McDonald@ioausa.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Continental Casualty Company INSURER B: The Continental Insurance Company INSURER C: Valley Forge Insurance Company INSURER D: Lloyd's INSURER E: INSURER F:
INSURED Mark Thomas & Company, Inc. 2833 Junction Avenue, Ste 110 San Jose, CA 95134	NAIC # 20443 35289 20508 NA

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	7040185059	9/15/2024	9/15/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	7040183912	9/15/2024	9/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			7040283234	9/15/2024	9/15/2025	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	740274825	9/15/2024	9/15/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Cyber Liability			ACS1284324	7/1/2024	9/15/2025	Limit 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)


I-215/Keller Road Interchange, CIP No. 8449

City of Murrieta, its officers, agents, employees and volunteers are included as additional insured.

The Workers Compensation / Employers Liability Deductible is none.

CERTIFICATE HOLDER

CANCELLATION

City of Murrieta 1 Town Square Murrieta, CA 92562	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

**Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
- A.** in the performance of your ongoing operations subject to such **written contract**; or
 - B.** in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:
 - 1. the **written contract** requires you to provide the additional insured such coverage; and
 - 2. this **coverage part** provides such coverage.

II. But if the **written contract** requires:

- A.** additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
- B.** additional insured coverage with "arising out of" language; or
- C.** additional insured coverage to the greatest extent permissible by law;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

- I.** Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
- A.** coverage broader than required by the **written contract**; or
 - B.** a higher limit of insurance than required by the **written contract**.
- IV.** The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage**, or **personal and advertising injury** arising out of:
- A.** the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. supervisory, inspection, architectural or engineering activities; or
 - B.** any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V.** Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

CNA75079XX (10-16)

Page 1 of 2

VALLEY FORGE INSURANCE COMPANY

Insured Name: MARK THOMAS & COMPANY, INC.

Policy No: 7040185059
Endorsement No: 15
Effective Date: 09/15/2024



**Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement****Primary and Noncontributory Insurance**

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury** or **property damage**; or
 2. the offense that caused the **personal and advertising injury**;for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



CNA PARAMOUNT

**Primary and Noncontributory - Other Insurance
Condition Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

It is understood and agreed that the condition entitled **Other Insurance** is amended to add the following:

Primary And Noncontributory Insurance

Notwithstanding anything to the contrary, this insurance is primary to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. the additional insured is a named insured under such other insurance; and
- b. the **Named Insured** has agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

30020008560789513854992



CNA74987XX (1-15)

Page 1 of 1

VALLEY FORGE INSURANCE COMPANY

Insured Name: MARK THOMAS & COMPANY, INC.

Policy No: 7040185059
Endorsement No: 17
Effective Date: 09/15/2024

**Waiver of Transfer of Rights of Recovery Against
Others to the Insurer Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE
Name Of Person Or Organization:
ANY PERSON OR ORGANIZATION WHOM THE NAMED INSURED HAS AGREED IN WRITING IN A CONTRACT OR AGREEMENT TO WAIVE SUCH RIGHTS OF RECOVERY, BUT ONLY IF SUCH CONTRACT OR AGREEMENT:
1. IS IN EFFECT OR BECOMES EFFECTIVE DURING THE TERM OF THIS COVERAGE PART; AND 2. WAS EXECUTED PRIOR TO THE BODILY INJURY, PROPERTY DAMAGE OR PERSONAL AND ADVERTISING INJURY GIVING RISE TO THE CLAIM.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, it is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

With respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

30020008560789513854995





ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Person Or Organization

ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED.

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II - LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "**accident**" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA71527XX (10-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 15; Page: 1 of 1

Underwriting Company: Continental Casualty Company, 151 N Franklin St, Chicago, IL 60606



**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: MARK THOMAS & COMPANY, INC.

0

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "**accident**" or the "**loss**" under a contract with that person or organization.

Form No: CA 04 44 10 13

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 4; Page: 1 of 1

Underwriting Company: Continental Casualty Company, 151 N Franklin St, Chicago, IL 60606





**Workers Compensation And Employers Liability Insurance
Policy Endorsement**

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

It is agreed that **Part One - Workers' Compensation Insurance G. Recovery From Others** and **Part Two - Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

PREMIUM CHARGE - Refer to the Schedule of Operations

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is 2%.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

CA Policy # 7 40274825
All Other States Policy # 7040185157

Form No: G-19160-B (11-1997)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 9; Page: 1 of 1

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL
60606

EXHIBIT “F”

FEDERAL REQUIREMENTS

Federal law requires that agreements between non-federal recipients of federal awards (including local jurisdictions receiving federal grants) and transferees (subrecipients and contractors) include certain statutory or regulatory language. Most of these requirements are included at 2 C.F.R. Part 200, Appendix II. The following are incorporated into this Agreement as if set forth in full above.

Debarment and suspension. If the Contract Sum exceeds \$25,000, the parties shall comply with debarment and suspension regulations set forth in 2 CFR Part 200, Appendix II (H). When applicable, a contract award must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM). A SAM exclusion contains the names of parties debarred, suspended or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority.

Clean Air Act and Clean Water Act. If the Contract Sum exceeds \$150,000, the Contractor/Consultant shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. §§ 7401-7671q, and the Clean Water Act, as amended, 33 U.S.C. §§ 1251-1387.

Byrd Anti-Lobbying Amendment. If the Contract Sum exceeds \$100,000, Contractor/Consultant must file, pursuant to 31 U.S.C. § 1352, the required certification relating to prohibitions on the use of federal funds to influence agency staff and congressional staff in connection with obtaining a covered federal award.

Prohibition on certain telecommunications and video surveillance services or equipment. Contractor/Consultant is prohibited from, among other things, entering into a contract to procure or obtain equipment, services or systems that use equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) as a substantial or essential component of any system or as critical technology as part of any system, pursuant to 2 C.F.R. § 200.216. This section also includes restrictions on video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Title VI of the Civil Rights Act of 1964 (and 31 C.F.R. Part 22) (Title VI). Pursuant to 42 U.S.C. §§ 2000d *et seq.*, Contractor/Consultant is required to abide by the policy and procedures codified at 22 C.F.R. Part 141, which stipulates that no person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance.

Section 503 of the Rehabilitation Act of 1973. Contractor/Consultant shall abide by Section 503 of the Rehabilitation Act of 1973. This law prohibits federal contractors and subcontractors from discriminating in employment against individuals with disabilities and

requires that employers take affirmative action to recruit, hire, promote and retain these individuals.

Age Discrimination Act of 1975 (and 31 C.F.R. Part 23). Contractor/Consultant shall comply with the Age Discrimination Act of 1975. This law prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance.

If the Scope of Work in Exhibit “A” contains any construction work, the following are incorporated herein:

Equal employment opportunity. During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order

11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Davis-Bacon Act. Contractor shall comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3148 in addition to any California prevailing wage laws in effect.

Copeland "Anti-Kickback" Act. Contractor shall comply with the Copeland "Anti-Kickback" Act, 40 U.S.C. § 3145, as supplemented by Department of Labor regulations at 29 C.F.R. Part 3.

Build America, Buy America Act provisions. The Build America, Buy America Act requires that iron, steel, manufactured products, and construction materials used in applicable federally funded infrastructure projects be produced in the United States. Contractor shall comply with the requirements of the Build America, Buy America Act.

For contracts that employ mechanics or laborers:

Contract Work Hours and Safety Standards Act. Where applicable under 40 U.S.C. § 3701, and if the Contract Sum is in excess of \$100,000 and the Scope of Work in Exhibit “A” includes the employment of mechanics or laborers, Contractor/Consultant shall comply with 40 U.S.C. §§ 3702 and 3704, as stated by Department of Labor regulations at 29 C.F.R. § 5.5 (b)(1)-(4).

For funding agreements involving research work:


Rights to inventions made under a contract or agreement. If the federal award meets the definition of “funding agreement” under 37 C.F.R. Part 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. Part 401.

EXHIBIT “G”

CALTRANS EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT

EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: City of Murrieta 2. Contract DBE Goal 22%
 3. Project Description: I-215/Keller Road Interchange PS&E
 4. Project Location: I-215 PM R14.10 to PM R15.26
 5. Consultant's Name: Mark Thomas & Company, Inc. 6. Prime Certified DBE ☐ 7. Total Contract Award Amount: \$1,837,160.59
 8. Total Dollar Amount for **ALL** Subconsultants: \$464,846.84 9. Total Number of **ALL** Subconsultants: 4

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Geotechnical Engineering Laboratory Testing	4369	Earth Mechanics, Inc 17800 Newhope St., Suite B Fountain Valley, CA 92708 714-751-3826	\$228,612.38
Engineering Services	3013	LIN Consulting, Inc 21600 Copley Dr, Suite 270 Diamond Bar, CA 91765 909-396-6850	\$106,335.66
Engineering Services	37109	Safeprobe, Inc 9608 Van Nuys Blvd., Suite 206 Panorama City, CA 91402 213-251-5960	\$45,940.00
Consulting Services Regulatory Permitting & Bio	40141	VCS Environmental 30900 Rancho Viejo Rd., #100 San Juan Capistrano, CA 92675-1762 949-234-6070	\$83,958.80
			\$0.00
			\$0.00
Local Agency to Complete this Section		14. TOTAL CLAIMED DBE PARTICIPATION	\$464,846.84
20. Local Agency Contract Number: _____			25.30%
21. Federal-Aid Project Number: _____			
22. Contract Execution Date: _____			
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.  _____ 7/18/2025	
23. Local Agency Representative's Signature	24. Date	15. Preparer's Signature	16. Date
		Zachary Siviglia	(916) 390-5131
25. Local Agency Representative's Name	26. Phone	17. Preparer's Name	18. Phone
		President/CEO	
27. Local Agency Representative's Title		19. Preparer's Title	

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.