

Project: Thousand Oaks Blvd. Curbs
and Pedestrian Crossing
(CI 5398)

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF THOUSAND OAKS
AND
WILLDAN ENGINEERING**

THIS AGREEMENT is made and entered into this 12th day of September, 2023, by and between **CITY OF THOUSAND OAKS**, a municipal corporation ("City"), and **WILLDAN ENGINEERING** ("Consultant").

City and Consultant agree as follows:

1. RETENTION OF CONSULTANT

City hereby retains Consultant, and Consultant hereby accepts such engagement, to perform the services described in Section 2. Consultant warrants it has the qualifications, experience, and facilities to properly and timely perform said services.

2. DESCRIPTION OF SERVICES

The services to be performed by Consultant are as follows:

Professional services in conjunction with testing and inspection of subgrade, aggregate base, hot mix asphalt, and concrete, as well as verification of labor compliance in accordance with state and federal guidelines. Services and deliverables shall generally include reports of field observations, laboratory test results, and detailed findings of labor audits as conducted, daily reports and material certifications detailing field recommendations for construction operations, daily reports, and are particularly set forth in the Scope of Work, attached as Exhibit "A" which is incorporated herein by reference.

City shall perform the services defined in Exhibit "A".

3. COMPENSATION AND PAYMENT

(a) **Maximum and Rate.** The total compensation payable to Consultant by City for the services under this Agreement **SHALL NOT EXCEED** the sum of \$86,185 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Hourly, at the hourly rates and with reimbursement to Consultant for those expenses set forth in Consultant's Schedule of Fees, attached as Exhibit "B" and incorporated herein. The rates and expenses set forth in that exhibit shall be

binding upon Consultant until June 30, 2024, after which any change in the rates and expenses must be approved in writing by City's Project Manager (City is to be given 60 days' notice of any rate increase request), provided the not to exceed amount is the total compensation due Consultant for all work described under this Agreement.

(b) **Payment.** Consultant shall provide City with written verification of the actual compensation earned, in a form satisfactory to City's Project Manager. Invoices shall be made no more frequently than on a monthly basis, and describe the work performed (including, if applicable, a list of hours worked by personnel classification). All payments shall be made within 30 days after City's approval of the invoice.

(c) **Extra Services.** Additional work not reasonably encompassed by the Scope of Services described in Section 2 may be agreed upon only by execution of a written Amendment to this Agreement. No liability or right to compensation for extra services shall exist without such Amendment. Unless otherwise stated in the Amendment, applicable rates for extra services shall be at the rates set forth in Exhibit "B."

4. CITY PROJECT MANAGER

The services to be performed by Consultant shall be accomplished under the general direction of, and coordinate with, City's "Project Manager", as that staff person is designated by City from time to time, and who presently is Chandani Gunasekara.

5. TERM, PROGRESS AND COMPLETION

The term of this Agreement is from the date first written above to June 30, 2025, unless term of this Agreement is extended or the Agreement is terminated as provided for herein.

City Manager or his or her designee shall have the authority to extend the term of this Agreement in writing no more than 2 separate times, for a period of one year each. Extensions of time shall be memorialized by execution of a written amendment to the contract.

Consultant shall not commence work on the services to be performed under the Agreement until (i) Consultant furnishes proof of insurance as required by paragraph 9 below, and (ii) City's Project Manager gives written authorization to proceed with the work. All services shall be completed within the term of this Agreement.

6. OWNERSHIP OF DOCUMENTS

All drawings, designs, data, photographs, reports and other documentation (other than Consultant's drafts, notes and internal memorandum), including duplication of same prepared by Consultant in the performance of these services, are the property of City. City shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when requested by City. City agrees to hold Consultant harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans, specifications, graphics, brochures, reports, and other documentation for purposes other than those described in this Agreement, unless written authorization of Consultant is first obtained.

7. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTS

This Agreement is for professional services, which are personal to City. Michael Bustos is deemed to be especially experienced and is a key member of Consultant's firm, and shall be directly involved in performing, supervising or assisting in the performance of this work. This key person shall communicate with, and periodically report to, City on the progress of the work. Should said individual be removed from assisting in this contracted work for any reason, City may terminate this Agreement.

This Agreement is not assignable by Consultant without City's prior written consent.

No part of the work in this Agreement may be subcontracted out to other parties without prior written approval by the City's Project Manager.

8. HOLD HARMLESS AND INDEMNITY

(a) Hold Harmless for Consultant's Damages. Consultant holds City, its elected officials, officers, agents, employees and volunteers, harmless from all of Consultant's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to Consultant, to Consultant's employees, to Consultant's contractors or subcontractors, or to the owners of Consultant's firm, which damages, losses, injuries or liability occur during the work or services required under this Agreement, or performance of any activity or work required under this Agreement.

(b) Defense and Indemnity of Third Party Claims/Liability. To the maximum extent allowed by law, Consultant shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, agents, employees and volunteers from and against all liability including, but not limited to, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Consultant's negligence, recklessness or willful

misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of City. Should conflict of interest principles preclude a single legal counsel from representing both City and Consultant, or should City otherwise find Consultant's legal counsel unacceptable, then Consultant shall reimburse City its costs of defense, including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation. The Consultant shall promptly pay City any final judgment rendered against City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of Consultant's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Consultant's obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this Agreement, Consultant shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of the Consultant will be for that entire portion or percentage of liability not attributable to the active negligence of City.

(c) **Nonwaiver.** City does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by City, or the deposit with City, of any insurance certificates or policies described in Section 9.

9. MINIMUM SCOPE AND LIMIT OF INSURANCE

Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide, and maintain at its own expense during the term of this Agreement, and any extension thereof, policies of insurance of the type and amounts described below and in a form that is satisfactory to City.

Coverage shall be at least as broad as:

(a). **Commercial General Liability (CGL):** Consultant shall, at Consultant's sole cost and expense and throughout the term of this Agreement, and any extensions thereof, carry General Liability insurance coverage at least as

broad as Insurance Services form CG 00 01 in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate for bodily injury, personal and advertising injury and property damage, including without limitation, blanket contractual liability.

(b). **Automobile Liability:** Consultant shall, at Consultant's sole cost and expense and throughout the term of this Agreement, and any extensions thereof, carry Automobile Liability insurance coverage at least as broad as Insurance Services form CA 00 01 or the exact equivalent covering bodily injury and property damage for all activities of Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage of any owned, hired, non-owned, or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(c). **Worker's Compensation:** Consultant shall, at Consultant's sole cost and expense and throughout the term of this Agreement, and any extensions thereof, carry workers' compensation statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for bodily injury or disease. Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its elected officials, officers, agents, employees and volunteers for all work performed by Consultant, its employees, agents and subcontractors.

(d). **Professional Errors and Omissions Insurance:** Consultant shall, at Consultant's sole cost and expense throughout the term of this Agreement, and any extensions thereof, carry professional errors and omissions coverage of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate, with tail coverage for an extended reporting period of three (3) years.

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

Other Insurance Provisions

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

Additional Insured Status

City, its elected officials, officers, agents, 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 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 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 10 01 and CG 20 37 10 01 if a later edition is used). The provision shall also apply to any excess liability policies. In addition, Consultant shall ensure that the automobile liability policy contains a provision covering City as an additional insured, and shall obtain an endorsement to that effect if it does not.

Excess Insurance

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Umbrella or excess policies shall provide coverage at least as broad as specified for underlying coverages and covering those insured in the underlying policies. Coverage shall be "pay on behalf" with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion of claims or suits by one insured against the other. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City as required in written contract or agreement before City's own insurance or self-insurance shall be called upon to protect it as a named insured.

City's Rights of Enforcement

In the event any policy of insurance required under this Agreement does not comply with these specifications or is cancelled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant, or City will withhold amounts sufficient to pay premium from Consultant's payments. In the alternative, City may cancel this Agreement.

City's Right to Revise Specifications

City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to Consultant, City and Consultant may renegotiate Consultant's compensation.

Primary and Non-Contributory Coverage

For any claims related to this Agreement, Consultant's insurance coverage shall be primary insurance as respects City, its elected officials, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees or volunteers shall be excess of Consultant's insurance and shall not contribute with it and shall be at least as broad as CG 20 01 04 13.

Notice of Cancellation

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

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by City. City may require Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with a current A.M. Best's rating of no less than A:VII, (unless otherwise acceptable to City).

Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its elected officials, officers, agents, employees or volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications - to waive their right of recovery prior to a loss. Consultant hereby waives his own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors. Copies of these waivers shall be submitted to City prior to commencement of work.

Claims Made Policies

If any of the required policies provided coverage on a claims-made basis:

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

Verification of Coverage

Consultant shall provide City with copies of certificates (on City certificate form or an Accord form as modified per City direction) for all policies, with the appropriate named additional insured coverage and an endorsement that they are not subject to cancellation without 30 days prior written notice to City. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Consultant's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

10. RELATION OF THE PARTIES

a. Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

b. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

11. CORRECTIONS

In addition to the above indemnification obligations, Consultant shall correct, at its expense, all errors in the work that may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such

correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be charged to Consultant or withheld from any funds due to Consultant hereunder.

12. TERMINATION BY CITY

City may terminate without cause any or all of the services agreed to be performed under this Agreement upon 30 calendar days' written notice. If termination is for cause, and the cause is related to Consultant's default or nonperformance, Consultant shall have 10 days to correct the default or nonperformance, in which case, no further action is needed, otherwise no other advance notice need be given. In the event of termination, Consultant shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by City to Consultant within 30 days following submission of a final statement by Consultant unless termination is for cause. In such event, Consultant shall be compensated only to the extent required by law.

13. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished, or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within 10 calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, subcontractors, agents and consultants for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Consultant, its employees, subcontractors, agents and consultants.

14. AUDIT OF RECORDS

Consultant shall maintain, in accordance with generally accepted accounting principles, complete and accurate records of all activities and operations relating to this Agreement. Records, including but not limited to, timecards, employment records, work progress reports, reimbursements, invoices, project records, proprietary data and information, as well as licensed software and any electronic records shall be kept for a period of four years beyond the termination of this Agreement. Consultant agrees that City, or its authorized representative, shall have the right to examine, audit, excerpt, copy or transcribe any of the records pertaining to this Agreement at any time during normal business hours. Consultant shall reimburse City for all reasonable costs

of the audit, including travel time and auditor costs, should such audit reveal an overcharge of five (5) percent or more. Any overcharge will be considered a breach of this Agreement and could be cause for termination. The obligations of this section shall be explicitly included in any subcontracts or other agreements entered into by Consultant with respect to this Agreement.

15. WAIVER; REMEDIES CUMULATIVE

Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

16. CONFLICT OF INTEREST

Consultant is unaware of any City employee or official that has a financial interest in Consultant's business. During the term of this Agreement and/or as a result of being awarded this Agreement, Consultant shall not offer, encourage or accept any financial interest in Consultant's business by any City employee or official.

17. CONSTRUCTION OF LANGUAGE OF AGREEMENT

The provisions of this Agreement shall be construed as a whole according to its common meaning of purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

18. MITIGATION OF DAMAGES

In all situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

19. GOVERNING LAW

This Agreement, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. Should litigation occur, venue shall be in Superior Court of Ventura County.

20. TAXPAYER IDENTIFICATION NUMBER

Consultant shall provide City with a complete Request for Taxpayer Identification Number and Certification, Form W-9, as most recently issued by the Internal Revenue Service.

21. NON-APPROPRIATION OF FUNDS

Payments due and payable to Consultant for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of City funds. In the event City has not appropriated sufficient funds for payment of Consultant's services beyond the current fiscal year, this Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year.

22. MODIFICATION/AMENDMENT OF AGREEMENT

Any amendment, modification, or variation of the terms or tasks of this Agreement shall be in writing and shall be effective only upon the mutual written approval of the City and Consultant.

23. USE OF THE TERM "CITY"

Reference to "City" in this Agreement includes the City Manager or any authorized representative acting on behalf of City.

24. PERMITS AND LICENSES

Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

25. CAPTIONS

The captions or headings in this Agreement are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the Agreement.

26. AUTHORIZATION

Each party has expressly authorized the execution of this Agreement on its behalf and binds said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint venturers, insurance carriers and any others who may claim through it to this Agreement.

27. ENTIRE AGREEMENT BETWEEN PARTIES

Except for Consultant's proposals and submitted representations for obtaining this Agreement, this Agreement supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services and contains all of the covenants and agreements between the parties with respect to said services.

28. PARTIAL INVALIDITY

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

29. NOTICES

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY: Chandani Gunasekara
Public Works Department
City of Thousand Oaks
2100 Thousand Oaks Boulevard
Thousand Oaks, CA 91362

TO CONSULTANT: Michael Bustos
Willdan Engineering
374 Poli Street, Suite 101
Ventura, CA 93001

30. SIGNATURES

(a) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument.

(b) **Scanned Signatures.** In the event that any signature is delivered by facsimile transmission or submitted electronically as a scanned image (i.e. files with .pdf, .tiff or .jpeg extensions), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or scanned signature page were an original thereof.

(c) **Digital/Electronic Signatures.** This Agreement may be executed through the use of digital or electronic signatures provided they meet the requirements of the Electronic Signatures in Global and National Commerce (ESIGN) Act and the California Uniform Electronic Transactions Act (UETA) and are produced using a City-approved method. The presence of an electronic signature on this document shall be construed as the parties' consent to do business electronically.

In concurrence and witness whereof, this Agreement has been executed by the parties effective on the date and year first above written.

PHOENIX CIVIL ENGINEERING, INC.

Vanessa Munoz, President

Kate Nguyen, Secretary

CITY OF THOUSAND OAKS

Kevin McNamee, Mayor

ATTEST:

Laura Maguire, City Clerk

APPROVED AS TO ADMINISTRATION:

Andrew P. Powers, City Manager

APPROVED BY DEPARTMENT HEAD:

Clifford G. Finley, Public Works Director

APPROVED AS TO FORM:

Office of the City Attorney

Tracy Friedl, Assistant City Attorney

EXHIBIT A

SCOPE OF SERVICES

THOUSAND OAKS CURBS AND PEDESTRIAN CROSSING (5398) Material Testing, Labor Compliance, And Construction Inspection Services

Consultant shall perform professional engineering services necessary to provide material testing and quality assurance, employment practice labor compliance verification, daily construction inspection and reporting during the construction of the federally funded Thousand Oaks Boulevard Pedestrian Crossing project in accordance with Caltrans Local Assistance Procedures Manual (LAPM). Such services shall include but not be limited to:

Task 1: Material Sampling, Laboratory Testing, and Materials Quality Acceptance Program Compliance

Consultant shall conduct material testing in accordance with the City's Caltrans-approved Quality Assurance Program (QAP) and shall provide the City with sufficient records of results and reports to document the contractor's compliance or deviations from the contract documents, as follows:

- Task 1.1 Provide acceptance testing, including laboratory and field testing, by certified technicians and a Caltrans-certified laboratory, as necessary to determine the degree of compliance with contract requirements and as required by the City's approved QAP.
- Task 1.2 Provide documentation required by Caltrans Local Assistance Procedure Manual including a "Materials Certificate" and "Materials Testing Summary Log" to the City's project manager.
- Task 1.3 Prepare and submit reports on field and lab tests as conducted.
- Task 1.4 Prepare and submit daily reports and material certifications detailing recommendations.
- Task 1.5 Prepare and submit daily reports, checklists, and material certifications for any required testing at the production plant site and at the laydown operations.
- Task 1.6 Maintain project material sampling, testing, and result records for the project, with monthly updates, and final log and all reports.

Task 2: Employment Practice: Labor Compliance

Consultant shall assist the City in verifying that the construction contractor and subcontractors are in compliance with applicable labor compliance procedures and shall assist the City with enforcing labor compliance provisions derived from the California Labor Code, the Code of Federal Regulations, regulations of the FHWA,

the California Code of Regulations, and the United States Department of Labor, as outlined in Caltrans LAPM.

Task 2.1 Compliance Monitoring:

- a. Verify the applicable federal and/or state prevailing wage decision/determination for each labor type and classification.
- b. Collect, store, review, and audit weekly Certified Payroll Reports (CPRs), Fringe Benefit Statements, Trustee Reports, DAS-140, DAS-142, CAC-2, state and/or federal apprentice certifications, and other required and related documents. Spot check all Certified Payrolls and verify labor rates paid by Contractor and subcontractors are not less than the higher of the State or Federal prevailing hourly wage applicable for the classification of work performed as specified in the contract. Payroll records that have been checked will be initialed for documentation purposes. Monthly reports will be provided to the City summarizing verifications have been performed and identifying any non-compliance items.
- c. Implement, monitor, and enforce Davis-Bacon and Related Acts, California Labor Code, and California Code of Regulations (CCR) on all applicable projects.
- d. Conduct site visits to monitor workforce utilization and to verify the proper posting of all required posters and wage rate information.
- e. Conduct Employee Interviews in compliance with Caltrans LAPM, which includes at a minimum, interviewing no fewer than two employees per contract, per month, including at least one interview from the prime contractor and each subcontractor until such time as the contract is accepted or all employees on the project have been interviewed. The number of interviews taken will constitute a representative sample of workers employed on the project, including a variety of crafts and trades. Verify craft classifications and wages, compliance with the Copeland Act (anti- Kickback law), apprentice ratios, and DBE goal attainment, using the appropriate interview forms and covering the appropriate number and ratio of workers for each project.
- f. Collect and review supporting documents, including but not limited to, inspector logs, job logs, timesheets, and sign-in sheets to reconcile employment data. Cross check daily reports, interviews, payrolls and wage rates in order to determine Contractor and Subcontractor compliance, at least once per month, as recommended by Caltrans LAPM.
- g. Notify the contractor of missing or delinquent documents and corrective actions required.

- h. Collect labor compliance affidavits prior to project close-out for the release of final payments to contractors

Task 2.2 Labor Audits:

- a. Investigate, analyze, and provide recommendations on prevailing wage claims submitted by workers
- b. Conduct audits of payroll records for issues such as payroll irregularities, worker complaints, on-site worker interview discrepancies, and/or non-compliance reports by either City personnel or third parties.

Task 2.3 Labor Compliance Enforcement:

- a. Research and interpret laws, codes, and regulations affecting the enforcement of prevailing wage rates
- b. Respond to inquiries and complaints from third parties
- c. Issue recommendations to withhold contract payments and withholdings equal to the amount of the underpayments
- d. Conduct due process hearings and respond to early settlement requests
- e. Prepare withholding and penalty requests on behalf of the City to the DIR
- f. Calculate and recommend the amount of back wages, training funds, and/or penalties to be withheld from contractor's payments
- g. Prepare and submit recommendations for the Request for Forfeiture and Penalty Assessment Letter to the DIR where required
- h. Utilize Labor Code 1720-1816 and applicable CCRs Title 8, to investigate and resolve complaints of potential wage violations
- i. Comply with all applicable California Labor Code requirements
- j. Keep informed of and take all measures necessary to ensure compliance with applicable Labor Code requirements, including but not limited to, §1720, et seq. of the Labor Code regarding public works, limitations on use of volunteer labor (Labor Code §1720.4), labor compliance programs (Labor Code §1771.5), and payment of prevailing wages, including any payments to the Department of Industrial Relations under Labor Code §1771.3
- k. Gather, prepare, and coordinate all necessary documents for hearings and attend hearings with City, upon request, in accordance with State Labor Codes and CCRs; and

- I. Prepare proper documentation for disbursement of back wages, training funds, and/or assessed penalties.

Task 3: Construction Inspection Services and Daily Reporting

Consultant shall assist the City, on an as-needed basis and only when requested by the City, to work alongside the City's project management team to assist with the inspection of construction activities and develop daily reports to document the work in progress. When requested, the Consultant shall:

- Task 3.1 Review plans, specifications, and all other contract- and construction-related documents.
- Task 3.2 Provide qualified personnel as needed to conduct field review and provide Daily Reports that record the following:
 - a. General Information: The date, a brief description of the weather, the printed name and signature of the author.
 - b. For each person working on the project: the full name, the labor classification, the employer, the hours worked, broken down by contract bid item and/or Contract Change Order (CO) work
 - c. For each piece of equipment working on the project: the make and model (or contractor's ID number), the hours worked, broken down by contract bid item and/or CO work, and idle time
- Task 3.2 Conduct a field investigation of the project area to become familiar with the existing facilities and the project environment.
- Task 3.4 Become familiar with traffic control plans, construction schedule, construction sequence, and permit requirements from other agencies.
- Task 3.5 Ensure compliance of Underground Service Alert notification/delineation.
- Task 3.6 Verify that the contractor conforms to the design survey line and grades.
- Task 3.7 Monitor materials and methods for compliance with plans, specifications, and contract documents; and address and document non-conforming items as they are discovered.
- Task 3.8 Provide documentation required by Caltrans LAPM, including reports that materials and workmanship incorporated into the construction project are in conformance with the contract specifications.
- Task 3.9 Monitor compliance with Cal OSHA requirements and compliance with all local, state, and federal regulations. Although Willdan will monitor the activities, it is the contractor's sole

responsibility to provide workers with a safe working environment.

- Task 3.10 Monitor compliance with the Clean Air Act and the Clean Water Act (National Pollutant Discharge Elimination System – NPDES best management practices). Also, monitor the contractor's compliance with approved SWPPP.
- Task 3.11 Meet with the contractor at the beginning of each day and review the proposed work plan, including specific details that may affect progress.
- Task 3.12 Conduct daily measurements of quantities of work with the contractor.
- Task 3.13 Review actual contractor performance throughout the day and discuss discrepancies with the contractor as they occur.
- Task 3.14 Assist in coordination of engineering support, surveying, specialty inspections, and fieldwork by utility companies.
- Task 3.15 Coordinate with Contractor and utility companies to assist in the identification of unknown utilities and possible relocation of interfering structures or lines.
- Task 3.16 Evaluate the contractor's operation and production with respect to quality and progress and report to the construction manager.
- Task 3.17 Closely monitor testing results and require the contractor to provide corrective measures to achieve compliance.
- Task 3.18 Maintain copies of all permits needed to construct the projects and enforce special requirements of each.
- Task 3.19 Provide complete measurements and calculations documentation to administer progress payments.
- Task 3.20 Prepare a punch list at substantial completion and follow up with the contractor regarding progress of corrections.

EXHIBIT B

WILLDAN ENGINEERING FEE SCHEDULE

Professional Services Hourly Rate Sheet

Classification/Title

Project Manager/Deputy Director	\$232
Supervising Engineer	\$209
Labor Compliance Manager	\$174
Construction Inspector/Public Works Observer	\$151
Field Operations Manager	\$147
Soils Technician	\$145
Labor Compliance Specialist	\$139
Supervising Lab Inspector	\$137
Clerical/Administrative Assistant	\$ 95

Costs associated with material sampling and testing shall be based on the number of mobilizations, or "call outs", as initiated by the City. For the bases of this agreement, Consultant shall be prepared to be called out to the project site as follows:

Materials Testing & Inspections Based on QAP or Direction from RE		
Trade	# of Call-outs	Key Assumptions
Soil	4	4 Call Outs
AB	2	2 Call Outs
Concrete	2	2 Call Outs
HMA	2	2 Call Outs

Fees for the applicable sampling and testing, in compliance with the City's approved QAP is as follows:

Description of Item		Quantity	Unit	Unit Cost	Total
HMA (Bid Item 14) [65 TONS]					
Specification Per QAP					
Extraction/Asphalt (CTM 382)	[One per mix design]	1	EA	\$ 221.00	\$ 221.00
Hveem/Marshall Maximum Density (CT 304)	[One per mix design]	1	EA	\$ 383.00	\$ 383.00
Wash Gradation (CTM 202)	[One per mix design]	1	EA	\$ 125.00	\$ 125.00
Asphalt Binder Content (T 308)	[One test /750 TONS, min 1 per day]	2	EA	\$ 300.00	\$ 600.00
Stabilometer Value (D1560, CT 366, T246)	[One test per day of production]	2	EA	\$ 450.00	\$ 900.00
Maximum Theoretical Specific Gravity (T209)	[One Test per paving day]	2	EA	\$ 206.25	\$ 412.50
Bulk Specific Gravity Density Core [T 275]	[One test / 250 Tons]	1	EA	\$ 157.50	\$ 157.50
Air Voids Content Density Core [T269]	[One test / 250 Tons]	1	EA	\$ 50.00	\$ 50.00
Nuclear Field Density of In-Place Asphalt Concrete (CT 375)	[One test / 1,000 Tons]	16	HR	\$ 58.00	\$ 928.00
Field Vehicle Usage	N/A	24	HR	\$ 6.00	\$ 144.00
Sample Pickup From Plant (CT 125)	[One 30-lb sample for each day of production, One sample for each 5,000 tons of asphalt concrete placed.]	2	EA	\$ 68.00	\$ 136.00
AB (Bid Item 7) [80 CY]					
Specification Per QAP					
Curve (D1557)	[One test per soil type]	1	EA	\$ 350.00	\$ 350.00
Gradation (CT 202)	[One test for each 500 to 1,000 tons of material.]	2	EA	\$ 131.00	\$ 262.00
Sand Equivalent (CT 217)	[One test for each 500 to 1,000 tons of material.]	2	EA	\$ 100.00	\$ 200.00
Percent Passing #200 Sieve (ASTM D1140)	[One test for each 500 to 1,000 tons of material.]	2	EA	\$ 90.00	\$ 180.00
Durability Index (CT 229)	[One test for each 500 to 1,000 tons of material.]	2	EA	\$ 125.00	\$ 250.00
R-Value (CT301)	[One test for each 500 to 1,000 tons of material.]	2	EA	\$ 300.00	\$ 600.00
Field Nuclear Gauge Usage (CT 231)	One random location every 2,500 sq. ft.	16	HR	\$ 58.00	\$ 928.00
Field Vehicle Usage	N/A	24	HR	\$ 6.00	\$ 144.00
Sample Pickup From Field (CT 125)	[One 50-lb sample for each 500 to 1,000 tons of materials. At least one per project.]	1	EA	\$ 68.00	\$ 68.00
Soil (Bid Item 12, 13)					
Specification Per QAP					
Curve (D1557)	[One test per soil type]	1	EA	\$ 350.00	\$ 350.00
Gradation (CT 202)	[One test for each 500 to 1,000 tons of material.]	2	EA	\$ 131.00	\$ 262.00
Sand Equivalent (CT 217)	[One test for each 500 to 1,000 tons of material.]	2	EA	\$ 100.00	\$ 200.00
Percent Passing #200 Sieve (ASTM D1140)	[One test for each 500 to 1,000 tons of material.]	2	EA	\$ 90.00	\$ 180.00
Durability Index (CT 229)	[One test for each 500 to 1,000 tons of material.]	2	EA	\$ 125.00	\$ 250.00
R-Value (CT301)	[One test for each 500 to 1,000 tons of material.]	2	EA	\$ 300.00	\$ 600.00
Field Nuclear Gauge Usage (CT 231)	One random location every 2,500 sq. ft.	16	HR	\$ 58.00	\$ 928.00
Field Vehicle Usage	N/A	24	HR	\$ 6.00	\$ 144.00
Sample Pickup From Field (CT 125)	[One 50-lb sample for each 500 to 1,000 tons of materials. At least one per project.]	1	EA	\$ 68.00	\$ 68.00
Minor Concrete (Bid Item 13) [80 CY]					
Specification Per QAP					
Compressive Strength (C39)	[At least 2 per project. One Set of 3 Cylinders /500 to 1,000 CY]	6	EA	\$ 26.00	\$ 156.00
Field Vehicle Usage	N/A	24	HR	\$ 6.00	\$ 144.00
Sample Pickup From Field (CT 539)	[At least one sample for each 500 to 1,000 CY. Approx. 150 lb (or 1 cu. ft.) near mixer discharge]	2	EA	\$ 68.00	\$ 136.00