

**AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND ARDURRA GROUP, INC.**

THIS AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and Ardurra Group, Inc., a California Corporation ("Consultant" or "Contractor").

The parties hereby agree as follows:

1. Description of Project or Scope of Services. The project description or scope of services to be provided by Consultant, and any corresponding responsibilities of City, or services required to be performed by City are set forth in Exhibit "A."
2. Term and Time of Completion. Consultant shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".
3. Compensation. City agrees to pay Consultant for work performed in accordance with Exhibit "C".

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GENERAL PROVISIONS

1. Independent Contractor. Consultant acknowledges, represents and warrants that Consultant is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Consultant shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Consultant's sole responsibility.
2. Brokers. Consultant acknowledges, represents and warrants that Consultant has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
3. City Property. All plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Agreement shall upon request be delivered to the City within a reasonable time, and the rights thereto shall be deemed assigned to the City. If applicable, Consultant shall prepare check prints upon request. Said plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials,



shall be specific for the project herein and shall not be used by the City for any other project without Consultant's consent. Notwithstanding the foregoing, Consultant shall not be obligated to assign any proprietary software or data developed by or at the direction of Consultant for Consultant's own use; provided, however, that Consultant shall, pursuant to Paragraph 14 below, indemnify, defend and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of any such proprietary software or data.

4. Inspection. If the services set forth in Exhibit "A" shall be performed on City or other public property, the City shall have the right to inspect such work without notice. If such services shall not be performed on City or other public property, the City shall have the right to inspect such work upon reasonable notice. Inspections by the City shall not relieve or minimize the responsibility of Consultant to conduct any inspections Consultant has agreed to perform pursuant to the terms of this Agreement. Consultant shall be solely liable for said inspections performed by Consultant. Consultant shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Consultant hereunder.
5. Services. The project or services set forth in Exhibit "A" shall be performed to the full satisfaction and approval of the City. In the event that the project or services set forth in Exhibit "A" are itemized by price in Exhibit "C", the City in its sole discretion may, upon notice to Consultant, delete certain items or services set forth in Exhibit "A", in which case there shall be a corresponding reduction in the amount of compensation paid to Consultant. City shall furnish Consultant to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of Consultant's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Consultant.
6. Records. Consultant, including any of its subcontractors shall maintain full and complete documents and records, including accounting records, employee time sheets, work papers, and correspondence pertaining to the project or services set forth in Exhibit "A". Consultant, including any of its subcontractors shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Consultant's completion of performance of this Agreement. Copies of all pertinent reports and correspondence shall be furnished to the City for its files.
7. Changes and Extra Work. All changes and/or extra work under this Agreement shall be performed and paid for in accordance with the following:

Only the City Council, City Manager, or the Department Head responsible for the administration of, or supervision of the scope of work under, this Agreement may



authorize extra and/or changed work. Consultant expressly recognizes that other City personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Consultant to secure the written authorization for such extra and/or changed work shall constitute a waiver of any and all right to adjustment in contract price due to such unauthorized work and Consultant thereafter shall be entitled to no compensation whatsoever for performance of such work.

If Consultant is of the opinion that any work which Consultant has been directed to perform is beyond the scope of this Agreement and constitutes extra work, Consultant shall promptly notify the City of the fact. The City shall make a determination as to whether or not such work is, in fact, beyond the scope of this Agreement and constitutes extra work. In the event that the City determines that such work does constitute extra work, City shall provide extra compensation to Consultant on a fair and equitable basis. A written amendment providing for such compensation for extra work shall be executed by Consultant and the City.

8. Additional Assistance. If this Agreement requires Consultant to prepare plans and specifications, Consultant shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Consultant shall issue any necessary addenda to the plans and specifications as requested. In the event Consultant is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of this Agreement.
9. Professional Ability. Consultant acknowledges, represents and warrants that Consultant is skilled and able to competently provide the services hereunder, and possesses all professional licenses, certifications, and approvals necessary to engage in its occupation. City has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant shall perform in accordance with generally accepted professional practices and standards of Consultant's profession.
10. Business License. Consultant shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.
11. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this Agreement at any time prior to completion by Consultant of the project or services hereunder, immediately upon written notice to Consultant. In the event of any such termination, Consultant shall be compensated for: (1) all



authorized work satisfactorily performed prior to the effective date of termination; and (2) necessary materials or services of others ordered by Consultant for this Agreement, prior to Consultant's receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that Consultant is not able to cancel such orders. Compensation for Consultant in such event shall be determined by the City in accordance with the percentage of the project or services completed by Consultant; and all of Consultant's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to the City. In conjunction with any termination of this Agreement, the City may, at its own expense, make copies or extract information from any notes, sketches, computations, drawings, and specifications or other data, whether complete or not.

12. Termination in the Event of Default. Should Consultant fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may immediately terminate this Agreement by giving written notice of such termination, stating the reasons for such termination. Consultant shall be compensated as provided immediately above, provided, however, there shall be deducted from such amount the amount of damages if any, sustained by the City by virtue of Consultant's breach of this Agreement.
13. Conflict of Interest. Consultant acknowledges, represents and warrants that Consultant shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Consultant further acknowledges, represents and warrants that Consultant has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Consultant acknowledges that in the event that Consultant shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) year.
14. Indemnity. To the maximum extent permitted by law, Consultant hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of Consultant's performance or work hereunder (including any of its officers, agents, employees, Subcontractors) or its failure to comply with any of its obligations contained in the Agreement, or its



failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. Notwithstanding the foregoing, nothing in this Section 14 shall be construed to encompass Indemnitees' active negligence to the limited extent that this Agreement is subject to Civil Code Section 2782(b). Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

- a. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Consultant because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.
 - b. Waiver of Right of Subrogation. Consultant, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.
15. Insurance. Consultant shall comply with the requirements set forth in Exhibit "D." Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.
 16. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
 17. Compliance with Laws. Consultant shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, employment laws, and non-discrimination laws.
 - a. Federal Standard. Consultant further acknowledges that this is a federally assisted construction contract and that federal labor standards provisions, including prevailing wage requirements of the Davis-Bacon and Related Acts, will be enforced. Consultant understands that in the event of a conflict between the Federal General Wage Decision as established by the United States Department of Labor (available at www.access.gpo.gov/davisbacon/ca.html) and the State General Prevailing Wage Determination as established by the California Department of Industrial Relations (available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>), the higher of the two will prevail.
 - b. Prevailing Wages. City and Consultant acknowledge that this project is a public work to which prevailing wages apply. Consultant shall comply with the Agreement to Comply with California Labor Law Requirements set forth in Exhibit "E", which is attached hereto and incorporated by reference.



18. Limitations upon Subcontracting and Assignment. Consultant acknowledges that the services which Consultant shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Consultant shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Consultant, Consultant shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Consultant and subcontractor. Any attempt by Consultant to assign any or all of its rights under this Agreement without first obtaining the City's prior written consent shall constitute a material default under this Agreement.

The sale, assignment, transfer or other disposition, on a cumulative basis, of twenty-five percent (25%) or more of the ownership interest in Consultant or twenty-five percent (25%) or more the voting control of Consultant (whether Consultant is a corporation, limited liability company, partnership, joint venture or otherwise) shall constitute an assignment for purposes of this Agreement. Further, the involvement of Consultant or its assets in any transaction or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Agreement or Consultant's assets occurs, which reduces Consultant's assets or net worth by twenty-five percent (25%) or more shall also constitute an assignment for purposes of this Agreement.

19. Subcontractors. Consultant shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Consultant shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.
20. Integration. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Consultant and City may be used to assist in the interpretation of the exhibits to this Agreement.
21. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
22. Conflicting Provisions. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Consultant.



23. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Consultant hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.
24. Exhibits. All exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit "A" which does not pertain to the project description, proposal, or scope of services (as applicable) to be provided by Consultant, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.
25. Time of Essence. Time is of the essence of this Agreement.
26. Confidentiality. To the extent permissible under law, Consultant shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.
27. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."
28. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
29. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.
30. Claims. Any claim by Consultant against City hereunder shall be subject to Government Code §§ 800 *et seq.* The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.
31. Interpretation. Consultant acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.
32. Warranty. In the event that any product shall be provided to the City as part of this Agreement, Consultant warrants as follows: Consultant possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets all specifications contained herein; the product shall be free from material



defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of thirty (30) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Consultant, at Consultant's expense, including shipping. Consultant shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.

33. Severance. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed, and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.
34. Authority. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Consultant warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Consultant, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Consultant.
35. Waiver. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

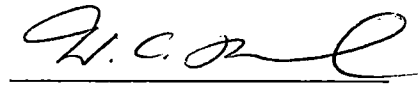
SIGNATURES FOLLOW ON NEXT PAGE



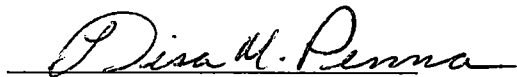
IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 17th day of December, 2019.

CITY OF REDONDO BEACH

Ardurra Group, Inc.



Mayor

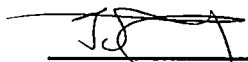
By: 
Name: LISA M. PENNA
Title: VICE PRESIDENT

ATTEST:



City Clerk

APPROVED:



Risk Manager

APPROVED AS TO FORM:



City Attorney's Office



EXHIBIT "A"

PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

CONSULTANT'S DUTIES:

Consultant shall provide Construction Management Services for the Redondo Beach Transit Center project (Projects) as provided in their proposal for this project dated September 30, 2019 (Proposal), which is hereby incorporated by reference. Where conflicts occur between this Agreement and the Proposal, the terms and language of the Agreement shall govern. Consultant shall monitor construction, coordinate with construction contractor (Contractor), City Staff and other stakeholders, including but not limited to transit agencies using the facility, Galleria Shopping Center representatives, Target Store representatives and other business and residential neighbors, so that the City may open the new transit center. Construction is scheduled to last 12 months with the Consultant providing services for 11 months.

The Project's purpose is relocation of the existing transit center by construction of a new transit center along Kingsdale Avenue on the property just south of Target (Phase 1) and demolition of the existing transit center, which includes site restoration and street widening of a portion of Kingsdale Avenue (Phase 2). The new transit center (Phase 1) is comprised of construction of a 2,900 square foot building which will house an Operator Lounge, Private Restrooms, Public Restrooms, and Offices, a kiss and ride parking lot and drop off, bus bays, traffic signals, striping, bicycle storage facilities, art work foundation, site furniture, signage and lighting, drainage facilities and the upper level parking lot.

Phase 2 of the project includes demolition of the existing transit center, restoration of the site and the widening and realignment of Kingsdale Avenue between Grant Avenue and Artesia Blvd. Road widening work includes the installation of an additional dedicated northbound right turn lane, new sidewalk, street lights and landscaping on the east side of the widened street adjacent to the Galleria Shopping Center. Phase 2 work can begin only after the new transit center (Phase 1) is operational.

The Consultant shall provide the following services:

1. **Review of Bids:** Provide review and determine completeness of bid documents, recommend any addendums to be included resulting from review and value engineering. Upon public opening of bids as provide in the bid documents, provide analysis of bid proposals for responsiveness and responsibility of bidder. Analyze any bid protests and make recommendations to City for resolution of issues. Identify the lowest responsible and responsive bidder for use by City staff to provide recommendation of contract award to the City Council.



2. **Construction Management Services:** Provide Construction Management Services to control and manage the project toward successful implementation (on-time, at or under budget). Provide weekly schedule and budget updates to City's Project Manager in a format provided by Consultant and acceptable to City. Consultant shall review and negotiate all Change Orders and present to City's project manager for the City's final approval. Construction Management Services shall also include:

- A. **Site Safety and Security Enforcement - Ensure Safe Conditions:** Monitor project work and adjacent areas for unsafe conditions; promptly require corrective measures to be addressed by the contractor in compliance with the Contract Documents and report to the City such issues and corrective measures taken.
- B. **Quality Control -** Develop and implement quality assurance and quality control measures to ensure the project is completed efficiently and according to the requirements of the Contract Documents. Attend pre-construction meeting. Organize, schedule and lead all construction meetings (i.e. Weekly Progress Meetings; Special Meetings to discuss important/urgent issues). Prepare meeting minutes for the City. Periodic Project Team Meetings. Manage enforcement of the project specifications, labor compliance and conducting employees' interviews. Document and report any labor violations and enforce correction of any compliance issue and/or violations.
- C. **Stakeholder Coordination:** Coordinate between the Contractor, utility company representatives, City-hired consultants, local businesses, and other entities as designated by the City. Consultant shall verify that Contractor provides timely and accurate notifications to neighboring businesses for street closures and schedule updates. Respond to neighbor's concerns, assist Contractor with coordination of road closures and scheduling access into neighbor's properties.
- D. **Materials Control -** Consultant shall confirm percentage of work or measurable quantities (as required by the Contractor's bid and schedule of values) for work completed in-place with Inspector and Contractor prior to submission of invoice for payment. Quantity measurements shall include the specific location placed, field measurement and quantity calculation in accordance with the specified measurement and payment provision for each bid item. Quantity measurements shall also include any backup documentation such as certificate of compliance, materials delivery ticket, as appropriate for the item measured. Consultant shall specifically:
 - i. Prepare monthly quantity measurement reports and monthly construction invoices on City's invoice template.



- ii. Obtain the Contractor's acknowledgement of daily quantities measured from the Contractor's authorized representative. All quantities shall be properly documented on inspector's daily reports, and tied to a quantity measurement report. Consultant must provide quantity measurement report to City with Contractor's application for progress payments. Compile quantity measurement forms and methods for each bid item.
 - iii. Establish a material receiving process on site such that all materials deliveries are accompanied by proper delivery documentation, which is sufficient to confirm that all products comply with the plans and specifications, approved submittals and bear the requisite certificate of compliance for source, product type and Buy America, as applicable. Materials delivered to the site lacking proper documentation shall be flagged as unacceptable and not allowed to be incorporated into the Work until proper documentation is provided and verified.
 - iv. Maintain all project files. Complete and current hardcopy project files and digital files shall be kept at the job site. Consultant shall deploy and maintain Consultant's proprietary electronic file system that mirrors hardcopy files and provides the City with continuous access to these electronic files as discussed in the Proposal.
 - v. Federal Reimbursements: Using electronic files from the City, Consultant shall prepare the "quantities" portion of the METRO Quarterly Report/Invoice packages for City signature. The City will subsequently submit the packages to METRO to request reimbursement.
- E. Schedule Control - Consultant shall review and monitor the Contractor's approved construction schedule and amendments thereto. Contractor is required to provide a bar (Gantt) type chart with an economic component showing anticipated monthly earnings and cash flow along with a products availability schedule. Consultant is responsible for monitoring and enforcing the construction schedule and to maintain count of weather related and any other delays. Consultant shall perform Schedule Review and Control by maintaining a project schedule in coordination with the Contractor. Monthly reports on progress of project shall be provided to City with monthly application for progress payment.
- F. Cost Control/Cashflow Management (Preliminary Notices, Releases and Stop Notices) - Consultant shall maintain a detailed log of preliminary notices and require conditional and unconditional releases from the



contractor for all first-tier subcontractors and any tier subcontractors that submit a preliminary notice.

- G. Change Orders - Consultant shall create and maintain the Potential Change Order and Change Order Log(s), including financial and budget information. Review, prepare, negotiate, approve and process Change Orders. Proactively address potential change issues. Perform change order proposal evaluations, peer cost estimate and change order processing. Demonstrate to City fair and firm interpretation of Contract Documents and timely resolution of potential claims.
- H. Document Control - Consultant shall create and maintain all project files and documents, including requesting said documents from Contractor and subcontractors. Consultant shall monitor Contractor's compliance with submitting its required documentation and reviewing them for accuracy and completeness. Consultant shall recommend enforcement action permitted by Contract Documents to City if Contractor is not in compliance.
 - i. Submittal Log: Consultant shall create and maintain a Submittal Log for all documents, including plans, materials, and equipment submittals required by the contract. Consultant shall receive all Contractor submittals and review them for completeness and general conformance with the Contract Documents. Consultant shall log all shop drawings, samples and other submittals received from the Contractor and route to the City and the design professional responsible for review, and all substantive findings and recommendations for disposition and processing. Consultant shall expedite responses from all parties and transmit reviewed submittals to the Contractor in a timely manner. Consultant shall track submittals throughout the project to ensure timely response in order to avoid Contractor claims for delay. Consultant shall utilize electronic delivery for submittal processing and identify any submittal content and review comments that may lead to potential impacts to quality, cost or schedule, and provide recommended alternatives and/or solutions. Consultant shall prepare draft response to contract for each submittal for City signature.
 - ii. RFI Log: Consultant shall create and maintain a Request for Information (RFI) Log, review and track all RFIs and prepare draft responses to Contractor for City signature.
 - iii. Consultant shall create and maintain a log for personnel, work days, rain delays, inspections and testing types for each firm performing inspections, geotechnical, material, pavement and/or other testing. Consultant shall review and track all work against the



respective contract's budget. Consultant shall schedule inspections and special inspection. Consultant shall act as the liaison between the affected property owners and the Contractor when City staff is not available.

- iv. Document and complete project close out activities. Consultant shall create a punch list with required design team and City representatives and confirm completion of punch list items. Consultant shall assist Contractor to obtain Certificate of Occupancy and coordinate with City Inspectors.
- v. Consultant shall collect close-out documents including As-Builts from Contractors, equipment manuals, warranties and training of City staff.

3. **Construction Inspection Services:** Consultant shall perform complete inspection services for the duration of construction (approximately 295 working days). Persons to perform inspection services (Inspectors) shall have a minimum 10 years previous relevant experience of inspection duties, including similar types of development or building projects in magnitude and scope and projects with either federal, state or grant funding. Consultant submit for City approval the resumes of personnel proposed for this task. At a minimum, Inspectors shall be able to perform the following:

- A. Attend pre-construction meeting and weekly progress meetings.
- B. Review and monitor the Contractor's approved construction schedule and amendments thereto. Monitor and enforce the construction schedule.
- C. Track, review and respond to Contractor's submittals and RFIs and ensure they are in accordance with Plans and Specifications.
- D. , Monitor, document and ensure Contractor's compliance with the Contract Plans and Specifications.
- E. Be present on the construction site at all times while construction activity is in progress. Should sick or vacation time be needed, Inspector shall arrange for a qualified substitute to perform the work. The proposed qualified substitute shall be subject to approval by the City, prior to performing the above-referenced work.
- F. Schedule and coordinate required materials testing and help and direction to technicians performing such materials testing.



- G. Measure the work completed in-place and verify quantities with the Contractor prior to submission of invoice for payment. Review invoices from the Contractor.
- H. Ensure proper documentation and review of any Change Order and/or time and material work. Verify and sign Contractor's daily extra work reports documenting force account (time & materials) work. Confirm that only appropriate worker classifications, equipment and materials necessary for approved time and materials work is included on extra work reports. Any inappropriate workforce and/or equipment charges shall be noted as rejected and removed from extra work reports. Negotiate costs associated with Change Orders on behalf of City.
- I. Prepare daily inspection reports that, at a minimum, shall include: the Contractor's workforce, material and equipment used, a summary of construction activities, field problems, disputes or claims, resolutions of issues and directions given to the contractor; time periods for various activities; type of work being performed; SWPPP/BMP compliance and weather conditions. Failure to meet this requirement may result in City withholding funds invoiced by the Consultant, until work is performed to City satisfaction. Completed daily reports shall be transmitted to the City on a weekly basis.
- J. Prepare a weekly statement of working days documenting the construction progress, duration and time and completion date of tasks, delays and time extensions. Provide weekly on Mondays (for previous work week) to City staff for signature. Coordinate such that the weekly statement of working days is distributed weekly to the Contractor.
- K. Manage Contractor's LEED compliance and certification.
- L. SWPPP: Enforce all provisions of the Storm Water Pollution Prevention Plan (SWPPP) and/or other requisite requirements set forth in the specifications.
- M. Quality Assurance: Enforce the quality assurance plan for the specific needs of the project. Provide general inspection on a daily basis and review activities in progress, to ensure that quality assurance and quality control procedures are followed and deficiencies are resolved in a timely and efficient manner. Coordinate timely call-out of required building and safety permit inspections and verify permit card sign-off at each sign-off stage. Review test reports and certificates of compliance submitted by others to substantiate compliance and ensure that certificates of compliance or source release tags are furnished by the Contractor along with the applicable delivered materials at the project site. Confirm and document corrective measures are properly implemented and re-



inspected/re-tested, to verify acceptable completion. Reject work that does not conform to the requirements of the contract documents and promptly report unacceptable work to the City and the Contractor. Document and photograph rejected work and track repair or replacement of work to the satisfaction of the City.

- N. Photographs: Prepare and maintain an electronic photo journal documenting the construction progress. Photos shall be taken before construction begins, during construction and upon completion of the project. Also provide digital video of pre-project conditions for the site from ground level and with the use of an aerial (drone mounted) camera.
- O. Ensure the Contractor complies with all permitting requirements.
- P. Review traffic control measures, including placement of traffic control devices.
- Q. Coordinate with the Contractor and City's public works operations staff for scheduling of work (i.e. traffic signal modifications, water valves adjustments).
- R. Provide communication and public relations and timely response to inquiries from the general public and neighboring businesses regarding the project.
- S. Review with Contractor and City all items requiring corrective action. Assist Construction Manager with development of punch list for the City and monitor and approve corrections made.
- T. Pre-Final Inspection: Coordinate with appropriate project stakeholders, perform the final job walk and prepare the punch list (deficiency list). Coordinate, expedite and observe completion of required corrections.
- U. Final Inspection: Verify satisfactory completion of all punch list items is verified and recommend processing of the "Notice of Acceptance".
- V. Plans, Specifications and As-Builts: Periodically review the Contractor's as-built updates on the approved job plan set, which are required with each payment application. Identify missing items and require the Contractor to keep as-built records up to date throughout the project. Maintain a separate set of as-built plans which will note the location of subsurface utilities encountered and/ or installed. Identify where any design or field changes were required (utilizing the corresponding RFI and / or change order numbers) and note the location of critical building components that are covered by finish work. At the end of the project, the final as-built plans shall be submitted the City.



W. Disadvantaged Business Enterprise (DBE) Compliance: Confirm and document the fact that the DBE commitment for the Contractor and each subcontractor is implemented consistent with the Contractor's bid and Federal Transit Administration (FTA) regulations. The City of Redondo Beach DBE participation Overall Goal is 21% and the Contract Requirement is 0%. This project is also subject to FTA requirement for certification contract clauses and Part 26, Title 49, Code of Federal Regulations (CFR) entitled DBE Program.

4. **Payroll Review Services:** Labor Compliance Review: Proactively and cooperatively work with the Contractor to monitor and enforce the Federal, State and City requirements for overall labor compliance. Provide site interviews and certified payroll document review. Ensure Contractor submittal of Certified Payroll Records (CPR) is on a weekly or bi-weekly basis, as required by the contract documents. Review CPRs for accuracy, agreement with Construction Inspector's daily reports, and conformance with prevailing wage requirements. These services shall include:

- A. Job Start Meeting - Project/Files Set Up/Pre-Construction Meeting - Conduct and attend a job start meeting with the Contractor for the Project, all listed subcontractors, and a City representative. At the meeting, discuss the applicable state and federal labor laws and regulations, and the contractual obligations. Ensure that a document that outlines these requirements is signed and executed by the Contractor, all subcontractors, the City, and Consultant. Prepare and distribute a copy of the preceding document to all parties as well as the related Project documents and applicable forms to the Contractor and City.
- B. Collection and Review - Request, receive, and review weekly CPRs of all workers from the Contractor and all subcontractors on the Project. Compare the Contractor's listed wage rate for every worker to the prevailing wage rates posted by DIR/DOL for each trade and work classification. Identify and record any discrepancies, omissions, or inaccuracies in the submitted payrolls. If there are discrepancies, omissions, or inaccuracies, Consultant shall request via certified mail immediate clarification and correction from the Contractor to keep violations to a minimum.
- C. Apprentices - Maintain information regarding the qualifications of the Contractor's apprentice certifications, hours, and the prevailing wage rates paid to all apprentices employed on the project to ensure State and Federal Apprenticeship Standards are met. Ensure the payment of training contributions to the applicable training committees are in accordance with the state and federal prevailing wage mandates.



- D. Site Monitoring - Obtain and provide work schedules for each site monitor to better coordinate site visits and increase efficiency while minimizing the impact on the productivity of the workers. Conduct site inspections and random work site interviews with two to three (2-3) workers per contractor as mandated by the State and Federal guidelines to investigate any purported violations or claims filed by workers. Use the federally required site interview forms for these inspections and interviews which shall be attached hereto as a part of Exhibit "F". Input the information collected during these on-site interviews into a database for future reference and use in performing audits of the payroll records.
- E. Certified Payrolls - Promptly investigate any unresolved violations or claims of inadequate payment of prevailing wages and/or fringe benefits made by workers. Request paycheck stubs, time cards, daily logs, and any other applicable payroll records from the Contractor and subcontractors, and compare these records to the submitted certified payrolls for that project. Conduct additional worker interviews, and maintain an open line of communication with workers on the subject project site to resolve any issues. Audit workers compensation insurance coverage, apprenticeship training, and trust contributions, work hour records including overtime wages, and illegal taking of wages (kickbacks) as further described in Exhibit "F".
- F. Report to DIR/DOL - In the event that a violation is not remedied within ten (10) days of notification to the Contractor, Consultant shall prepare a report to the DIR/DOL describing the alleged violation, and include the audit forms, any supporting documentation, Notice of Transmittal of the violation, and provide a recommendation for withholding of payments and penalties, if applicable. Provide a copy of this report and a Notice of Right to Review Evidence to the Contractor. In the event that Consultant finds that the Contractor committed a willful violation of the state and federal labor laws and regulations, Consultant shall submit a report to the City and Labor Commissioner recommending debarment of that Contractor from bidding on or being awarded any public works contract for up to three (3) years as appropriate.
- G. Withholding - Upon the Labor Commissioner's approval of the amount of forfeiture, including underpayments and penalties, City shall authorize the withholding of contract payments to the offending Contractor. Consultant shall send a Notice of Withholding of Contract Payments to the Contractor and DIR, and a Notice of Right to Review in Formal Hearing to the Contractor by certified mail. Upon final approval from the DIR of the withholding, Consultant shall facilitate disbursement of forfeitures to the appropriate City and State funds.
- H. Hearing Review - Upon receipt of a Notice of Right to Review, the Contractor may request a formal hearing to review the withholding of



contract payments. In that event, Consultant shall collect and transmit the required documentation to DIR, and work with the attorneys to properly prepare for the review. Consultant shall then represent the City at pre-hearing conferences, settlement meetings, and formal hearings, as necessary, to resolve the matter. Consultant shall keep City informed regarding the hearing process. Notwithstanding the foregoing, Consultant shall perform all preventive measures to prevent a case from entering a formal hearing phase.

5. **Special Inspection Services:** Consultant shall provide any and all special inspection services as stipulated on the plans and in the specifications. These include, but are not limited to, Geotechnical Material Testing and Special Deputy Inspection.
6. **Contingency Services:** City acknowledges that construction projects often require contract changes and that not all Consultant services required to complete the Project's construction management or inspection can be foreseen. In this case, completion of the Project may require additional similar but heretofore unidentified professional services of the Consultant related to the Project. Consultant shall provide these services in accordance with hourly rates identified in Exhibit "C". Consultant shall not provide these services until such services are clearly identified in scope and cost and authorized in writing by the City Engineer.



EXHIBIT "B"

SCHEDULE FOR COMPLETION

TERM. The term of this Agreement shall commence December 17, 2019 and expire December 31, 2022 ("Term"), unless otherwise terminated as herein provided. Notwithstanding the foregoing, Consultant shall begin duties described in Exhibit "A" within twenty (20) days of City's Notice to Proceed. Upon City Manager's recommendation to the Mayor, the City, at its discretion may renew this Agreement subject to the same terms and conditions for an additional twelve (12) months prior to the expiration of the Term.



EXHIBIT "C"

COMPENSATION

Provided Consultant is not in default under this Agreement, Consultant shall be compensated as provided below.

- I. **AMOUNT.** Consultant shall be paid for the services described in Exhibit "A" in accordance with the following schedule.

Staff	Rate
Principal-in-Charge	\$ 220.00 / hour
Construction Manager	\$ 180.00 / hour
Office Engineer	\$ 108.00 / hour
Public Works Inspector	\$ 138.00 / hour
Sub-consultants	Cost + 10% (maximum)

Overtime pay shall only be paid for onsite inspection and only when authorized in writing by the City Engineer. If overtime inspection is required, hourly rates shall be 1.4 times the scheduled billing rate for weekdays and Saturdays and 1.8 times the scheduled billing rate for Sunday and holidays.

Consultant's Fee shall not exceed \$600,000 and shall be apportioned among the services described in Exhibit "A" in accordance with the following schedule.

Fee Category	Amount
Bid Review Services	\$ 6,600
Construction Management Services	\$ 238,140
Construction Inspection Services	\$ 270,480
Payroll Review Services	\$ 24,000
Special Inspection Services	\$ 44,000
Contingency Services	\$ 11,780
Expenses	\$ 5,000
Total Amount	\$ 600,000

The City Engineer may approve reapportionment of funds between Fee Categories if requested in writing prior to commencement of work in excess of the scheduled amount. In no case, shall the Consultant's Fee exceed \$600,000 without a formal amendment to this Agreement.

- II. **EXPENSES.** Consultant shall be reimbursed for expenses at cost plus 5%. Expenses eligible for reimbursement include non-salary cost directly attributable to the Project such as oversized and color reproduction costs, site facility phone line and or internet service charges, travel expenses to remote fabrication yards / batch plant for required material inspections, and overnight postage and couriers. Travel



charges to a remote fabrication yard or batch plant shall include the hourly billing rate plus travel expenses as listed in the current edition of the Caltrans Travel Guide. Total reimbursement for expenses shall not exceed \$5,000.

- III. **METHOD OF PAYMENT.** Consultant shall provide monthly invoices indicating the services and tasks performed, and if applicable, hourly rate, hours worked, and staff assigned during the prior month to City for approval and payment. Invoices must be itemized, adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Consultant may be required to provide back-up material upon request.
- IV. **SCHEDULE FOR PAYMENT.** Consultant shall be paid within thirty (30) days of City's receipt of an undisputed monthly invoice, provided, however, that services are completed to the City's reasonable satisfaction.
- V. **NOTICE.** Written notices to City and Consultant shall be given by registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Consultant: Ardurra
1960 East Grand Avenue, Suite 300
El Segundo CA 90245
Attention: Dino D'Emilia

City: City of Redondo Beach
Public Works Department, Engineering Division
415 Diamond Street
Redondo Beach, CA 90277
Attention: Jun Fujita Hall

All notices, including notices of address changes, provided under this Agreement are deemed received on the third day after mailing if sent by registered or certified mail. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party.



EXHIBIT "D"

INSURANCE REQUIREMENTS FOR CONSULTANTS

Without limiting Consultant's indemnification obligations under this Agreement, 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 of Insurance

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

Workers' Compensation insurance as required by the State of California.

Employer's Liability Insurance.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project.

Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers or (2) the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.



Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Endorsement:

General Liability: The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of work performed by or on behalf of the Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance, or as a separate owner's policy.

Automobile Liability: The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant.

For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed 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.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Each insurance policy shall be endorsed to state that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

Each insurance policy shall be in effect prior to awarding the contract and each insurance policy or a successor policy shall be in effect for the duration of the project. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract on the Consultant's part.

Acceptability of Insurers

Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A:VII and which are authorized to transact insurance business in the State of California by the Department of Insurance.



Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on the City authorized forms provided with the contract specifications. Standard ISO forms which shall be subject to City approval and amended to conform to the City's requirements may be acceptable in lieu of City authorized forms. All certificates and endorsements shall be received and approved by the City before the contract is awarded. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Subcontractors

Consultant shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Risk Management

Consultant acknowledges that insurance underwriting standards and practices are subject to change, and the City reserves the right to make changes to these provisions in the reasonable discretion of its Risk Manager.



EXHIBIT "E"

AGREEMENT TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. Contractor acknowledges that the project as defined in this Agreement between Contractor and the City, to which this Agreement to Comply with California Labor Law Requirements is attached and incorporated by reference, is a "public work" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"), and that this Agreement is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Contractor shall perform all work on the project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

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

3. Pursuant to Labor Code Section 1771.4, Contractor shall post job site notices, as prescribed by regulation.

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

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

6. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records.

7. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code title 8, section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this



Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

8. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 and 1/2 times the basic rate of pay.

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

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

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

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



EXHIBIT "F"

FEDERAL TRANSIT ADMINISTRATION REQUIREMENT CERTIFICATIONS

The Contractor certifies that the services offered in this procurement comply with all FTA Requirements and Regulations incorporated in Agreement Sections 1 through 12 and listed below:

<input type="checkbox"/>	1.	Incorporation of Federal Transit Administration (FTA) Terms
<input type="checkbox"/>	2.	Federal Changes
<input type="checkbox"/>	3.	No Federal Government Obligation to Third Parties
<input type="checkbox"/>	4.	Access to Records and Reports
<input type="checkbox"/>	5.	Fly America
<input type="checkbox"/>	6.	Energy Conservation
<input type="checkbox"/>	7.	Government-Wide Debarment and Suspension
<input type="checkbox"/>	8.	Program Fraud and False or Fraudulent Statements and Related Acts
<input type="checkbox"/>	9.	Civil Rights Laws and Equal Opportunity
<input type="checkbox"/>	10.	Disadvantaged Business Enterprises (DBE)
<input type="checkbox"/>	11.	Prompt Payment
<input type="checkbox"/>	12.	Termination

Date: _____

Signature: _____

Contractor: _____

Title: _____



EXHIBIT "F"

FTA REQUIREMENTS

1. **Incorporation of Federal Transit Administration (FTA) Terms**

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

2. **Federal Changes**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

3. **No Federal Government Obligation to Third Parties**

The City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the City, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

4. **Access to Records and Reports**

a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or



expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

5. Fly America

a. *Definitions.* As used in this clause:

"International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

"United States" means the 50 States, the District of Columbia, and outlying areas.

"U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b. When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c. If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d. In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:



Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. *[State reasons]*:

(End of statement)

e. The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

6. Energy Conservation

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

7. Government-Wide Debarment and Suspension

Debarment, Suspension, Ineligibility and Voluntary Exclusion

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- (a) Debarred from participation in any federally assisted Award;
- (b) Suspended from participation in any federally assisted Award;
- (c) Proposed for debarment from participation in any federally assisted Award;
- (d) Declared ineligible to participate in any federally assisted Award;
- (e) Voluntarily excluded from participation in any federally assisted Award; or
- (f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the Contractor certifies as follows:



The certification in this clause is a material representation of fact relied upon by the City. If it is later determined by the City that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. Program Fraud and False or Fraudulent Statements and Related Acts

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

9. Civil Rights Laws and Equal Opportunity

The City is an Equal Opportunity Employer. As such, the City agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from



inconsistent requirements imposed by Federal laws or regulations, the City agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

- (1) Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- (2) Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- (3) Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.



- (4) Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

10. Disadvantaged Business Enterprise (DBE)

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor 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 City 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 the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Finally, for contracts with defined DBE contract goals, each FTA recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the City's written consent; and that, unless the City's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

Overview

It is the policy of the City and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of the City to:

- a. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
- b. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
- c. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
- d. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;
- e. Help remove barriers to the participation of DBEs in DOT assisted contracts;
- f. To promote the use of DBEs in all types of federally assisted contracts



- and procurement activities; and
- g. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This Contract is subject to 49 C.F.R. part 26. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. The City shall make all determinations with regard to whether or not a Contractor is in compliance with the requirements stated herein. In assessing compliance, the City consider during its review of the Contractor's submission package, the Contractor's documented history of non-compliance with DBE requirements on previous contracts with the City.

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor 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 City deems appropriate.

DBE Participation

For the purpose of this Contract, the City will accept only DBE's who are:

- a. Certified, at the time of bid opening or proposal evaluation, by Los Angeles Metropolitan Transportation Authority, City of Los Angeles, or the California Unified Certification Program (CUCP); or
- b. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received FTA approval; or
- c. Certified by another agency approved by the City.

DBE Participation Goal

The City of Redondo Beach DBE participation Overall Goal is 21% and the contract goal is 0%. This goal represents those elements of work for FTA assisted contracting opportunities by the City performed by qualified Disadvantaged Business Enterprises.

Although the City has not established a contract-specific Disadvantaged Business Enterprise (DBE) goal for this FTA federally funded project, contractors are encouraged to take all reasonable steps to obtain DBE participation and ensure that DBEs can fairly compete for and perform on the City's federally funded contracts and subcontracts as set forth in Part 26, Title 49 CFR.

Proposed Submission



Each Contractor, as part of its submission, shall supply the following information:

- a. A completed **DBE Utilization Form** that indicates the percentage and dollar value of the total bid/contract amount to be supplied by Disadvantaged Business Enterprises under this Contract.
- b. A list of those qualified DBE's with whom the Contractor intends to contract for the performance of portions of the work under the Contract, the agreed price to be paid to each DBE for work, the Contract items or parts to be performed by each DBE, a proposed timetable for the performance or delivery of the Contract item, and other information as required by the **DBE Participation Schedule**. No work shall be included in the Schedule that the Contractor has reason to believe the listed DBE will subcontract, at any tier, to other than another DBE. If awarded the Contract, the Contractor may not deviate from the DBE Participation Schedule submitted in response to the bid. Any subsequent changes and/or substitutions of DBE firms will require review and written approval by the City.
- c. An original **DBE Letter of Intent** from each DBE listed in the **DBE Participation Schedule**.
- d. An original **DBE Affidavit** from each DBE stating that there has not been any change in its status since the date of its last certification.

Good Faith Efforts

Submit a completed **DBE Utilization Schedule**

If the Contractor is unable to meet the goal set forth in the DBE Participation Goal, the City will consider the Contractor's documented good faith efforts to meet the goal in determining responsiveness. The types of actions that the City will consider as part of the Contractor's good faith efforts include, but are not limited to, the following:

- a. Documented communication with the City's DBE Coordinator (questions of IFB or RFP requirements, subcontracting opportunities, appropriate certification, will be addressed in a timely fashion);
- b. Pre-bid meeting attendance. At the pre-bid meeting, the City generally informs potential Contractors of DBE subcontracting opportunities;
- c. The Contractor's own solicitations to obtain DBE involvement in general circulation media, trade association publication, minority-focus media and other reasonable and available means within sufficient time to allow DBEs to respond to the solicitation;
- d. Written notification to DBE's encouraging participation in the proposed Contract; and
- e. Efforts made to identify specific portions of the work that might be performed by DBE's.



The Contractor shall provide the following details, at a minimum, of the specific efforts it made to negotiate in good faith with DBE's for elements of the Contract:

- a. The names, addresses, and telephone numbers of DBE's that were contacted;
- b. A description of the information provided to targeted DBE's regarding the specifications and bid proposals for portions of the work;
- c. Efforts made to assist DBE's contacted in obtaining bonding or insurance required by the Contractor or the Authority.

Further, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted when a non-DBE subcontractor was selected over a DBE for work on the contract. 49 C.F.R. § 26.53(b) (2) (VI). In determining whether a Contractor has made good faith efforts, the Authority may take into account the performance of other Contractors in meeting the Contract goals. For example, if the apparent successful Contractor failed to meet the goal, but meets or exceeds the average DBE participation obtained by other Contractors, the Authority may view this as evidence of the Contractor having made good faith efforts.

Administrative Reconsideration

Within five (5) business days of being informed by the City that it is not responsive or responsible because it has not documented sufficient good faith efforts, the Contractor may request administrative reconsideration. The Contractor should make this request in writing to the City. The City will forward the Contractor's request to a reconsideration official who will not have played any role in the original determination that the Contractor did not document sufficient good faith efforts.

As part of this reconsideration, the Contractor will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Contractor will have the opportunity to meet in person with the assigned reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The City will send the Contractor a written decision on its reconsideration, explaining the basis for finding that the Contractor did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Termination of DBE Subcontractor

The Contractor shall not terminate the DBE subcontractor(s) listed in the **DBE Participation Schedule** without the City's prior written consent. The City may provide such written consent only if the Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, the Contractor shall give notice in writing to the DBE subcontractor of its intent to



terminate and the reason for the request. The Contractor shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Contract for any reason, the Contractor shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify the City in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement. Failure to comply with these requirements will be in accordance with Section 10 below (Sanctions for Violations).

Continued Compliance

The City shall monitor the Contractor's DBE compliance during the life of the Contract. In the event this procurement exceeds ninety (90) days, **it will be the responsibility of the Contractor to submit quarterly written reports to the City that summarize the total DBE value for this Contract.** These reports shall provide the following details:

- a. DBE utilization established for the Contract;
- b. Total value of expenditures with DBE firms for the quarter;
- c. The value of expenditures with each DBE firm for the quarter by race and gender;
- d. Total value of expenditures with DBE firms from inception of the Contract; and
- e. The value of expenditures with each DBE firm from the inception of the Contract by race and gender.

Reports and other correspondence must be submitted to the DBE Coordinator with copies provided to the City. Reports shall continue to be submitted quarterly until final payment is issued or until DBE participation is completed.

The successful Contractor shall permit:

- a. The City to have access to necessary records to examine information as the City deems appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records of expenditures, invoices, and contract between the Contractor and other DBE parties entered into during the life of the Contract.
- b. The authorized representative(s) of the City, the U.S. Department of Transportation, the Comptroller General of the United States, to inspect and audit all data and record of the Contractor relating to its performance under the Disadvantaged Business Enterprise Participation provision of this Contract.
- c. All data/record(s) pertaining to DBE shall be maintained as stated in Section 4 Access to Records and Reports.



Sanctions for Violations

If at any time the City has reason to believe that the Contractor is in violation of its obligations under this Agreement or has otherwise failed to comply with terms of this Section, the City may, in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:

- a. Suspension of any payment or part due the Contractor until such time as the issues concerning the Contractor's compliance are resolved; and
- b. Termination or cancellation of the Contract, in whole or in part, unless the successful Contractor is able to demonstrate within a reasonable time that it is in compliance with the DBE terms stated herein.

11. Prompt Payment

Prompt Payment to Subcontractors

- (1) The Contractor is required to pay all Subcontractors for all work that the Subcontractor has satisfactorily completed, no later than thirty (30) business days after the Contractor has received payment from the City.
- (2) In addition, all Retainage amounts must be paid by the Contractor to the Subcontractor no later than thirty (30) business days after the Subcontractor has, in the opinion of the City Engineer, satisfactorily completed its portion of the Work.
- (3) A delay in or postponement of payment to the Subcontractor requires good cause and prior written approval of the City Engineer.
- (4) The Contractor is required to include, in each subcontract, a clause requiring the use of appropriate arbitration mechanisms to resolve all payment disputes.
- (5) The City will not pay the Contractor for work performed unless and until the Contractor ensures that the Subcontractors have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing with the City of lien waivers, canceled checks (if requested), and the Contractor's sworn statement that it has complied with the prompt payment requirements. Contractor must submit a prompt payment affidavit, (form to be provided by the City) which identifies each subcontractor (both DBE and non-DBE) and the date and amount of the last payment to such subcontractor, with every payment request filed with the City, except for the first payment request, on every contract with the City.
- (6) Failure to comply with these prompt payment requirements is a breach of the Contract, which may lead to any remedies permitted under law, including, but not limited to, Contractor debarment. In addition, Contractor's failure to promptly pay its Subcontractors is subject to the provisions of 50 ILCS 505/9.

Reporting Requirements During the Term of the Contract

- (1) The Contractor shall, within thirty (30) business days of contract award, or prior to any work being performed, execute formal subcontracts or purchase orders with the DBE firms included in the bid. These written agreements shall be made available to the City. All contracts between the Contractor and its



subcontractors must contain a prompt payment clause as set forth in this Section 10 herein.

- (2) During the term of annual contracts, the Contractor shall submit regular "Status Reports of DBE Subcontract Payments" in a form acceptable to the City. The frequency with which these reports are to be submitted will be determined by the City but in no event will reports be required less frequently than quarterly. **In the absence of written notice from the City the Contractor's first "Status Report of DBE Subcontract Payments" will be due ninety (90) days after the date of contract award, with additional reports due quarterly thereafter.**
- (3) In the case of a one-time procurement with either a single or multiple deliveries, a "Status Report of DBE Subcontract Payments," in a form acceptable to the City, indicating final DBE payments shall be submitted directly to the City. The information must be submitted prior to or at the same time as the Contractor's final invoice to the City department identified in the solicitation. (NOTICE: The original invoices must be submitted directly to the City's department identified in the contract documents and the Status Report of DBE Subcontract Payments must be submitted directly to the City Project Manager. **Failure to follow these directions may delay final payment.**
- (4) The address for the City: City of Redondo Beach, 415 Diamond Street, Redondo Beach, CA 90277

12. Termination

Termination for Convenience

The City may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the City's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to City to be paid the Contractor. If the Contractor has any property in its possession belonging to City, the Contractor will account for the same, and dispose of it in the manner City directs.

Termination for Default

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of



or are beyond the control of the Contractor, the City, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure

The City, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 30 days in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from City setting forth the nature of said breach or default, City shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by City shall not limit City's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.



PROMPT PAYMENT AFFIDAVIT

Contractor will place a check in the appropriate box below that applies to this payment request.

Re: Payment Request No. _____

I, _____ (Name), the
_____ (Title - e.g., President, Vice President, etc.) of
_____ ("Company"), do state the following with regard to
payments made under Contract No. _____ ("Contract"):

1. _____ Subcontractors, at the first tier, both DBE and non-DBE, who completed work and were listed for payment on the prior Payment Request No. _____, were paid no later than thirty (30) business days after Contractor received payment from City.
2. _____ Copies of invoices and cancelled checks for subcontractors at the first tier who were paid under the prior payment request have been delivered or mailed to the City. In addition, Contractor has attached to the current Payment Request all lien waivers for prior subcontractor payments and any other documentation required by City. (Failure to attach all required documentation to the Payment Request or forward cancelled checks and invoices to the City may cause the Payment Request to be rejected by City.)
3. _____ All retainage amounts withheld from any subcontractor who satisfactorily completed its portion of the contract work, including punch list items, were paid to the subcontractor(s) no later than thirty (30) business days after it satisfactorily completed its work, whether or not City has paid said retainage amounts to Contractor. Attach a copy of the cancelled check evidencing payment of each retainage amount.
4. _____ There was no delay in or postponement of any payment owed to a subcontractor, whether periodic payment or retainage amount, except for good cause and after receipt of prior written approval from the City.
5. _____ The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the City. In addition, the Contractor is required to return any retainage payments to those subcontractors after the subcontractor's work related to this contract is satisfactorily completed and within 30 days of Contractor's receipt of the partial retainage payment related to the subcontractor's work. Attach a copy of the written approval from the City.

Company Name

Signature

Print Name

Date: _____

Subscribed and sworn to before me this _____ day of _____ 20__.

Notary Public



**DBE
UTILIZATION
FORM**

The undersigned Contractor has satisfied the requirements of the solicitation in the following manner (please check the appropriate space):

_____The Contractor is committed to a minimum of
_____ % DBE utilization on this contract.

Date: _____

Signature: _____

Company Name: _____

Title: _____



DBE PARTICIPATION SCHEDULE

The Contractor shall complete the following information for all DBE's participating in the contract that comprises the DBE Utilization percent stated in the DBE Utilization Form. The Contractor shall also furnish the name and telephone number of the appropriate contact person should the Authority have any questions in relation to the information furnished herein.

DBE IDENTIFICATION AND INFORMATION FORM

Name and Address	Contact Name and Telephone Number	Participati on Percent (Of Total Contract Value)	Description Of Work To Be Performed	Race and Gender of Firm



EMPLOYEE INTERVIEW: LABOR COMPLIANCE / EEO

CEM 2504 (REV 6/1999) (Front) CT #7541-3512-3

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.

CONFIDENTIAL**L**

This document contains personal information and pursuant to Civil Code 1798.21 it shall be kept confidential in order to protect against

CONTRACT NO.

FED. NO.

INSTRUCTIONS - (SEE REVERSE SIDE)

1. TO BE FILLED IN BY INTERVIEWER (Data may be obtained from payroll records or during source document review)

EMPLOYEE NAME		LABOR CLASSIFICATION
MINIMUM BASE WAGE PER CONTRACT:	BASE RATE	FRINGE BENEFITS
MINIMUM BASE WAGE PER CONTRACT:	BASE RATE	FRINGE BENEFITS
EMPLOYER	PRIME CONTRACTOR ON THE PROJECT (IF SAME, SO STATE)	
WORK BEING PERFORMED AT TIME OF INTERVIEW		

2. QUESTIONS TO BE ASKED OF EMPLOYEE

A. HOW LONG HAVE YOU WORKED FOR YOUR PRESENT EMPLOYER?		HOW LONG ON THIS PROJECT?	
B. DESCRIBE THE TYPE OF WORK YOU HAVE BEEN DOING THIS PAST WEEK			
C. WHAT IS YOUR WAGE [Include Base and Fringe Benefits (Compare to Payroll)]			DO YOU KEEP A RECORD OF THE HOURS YOU WORK? <input type="checkbox"/> YES <input type="checkbox"/> NO
D. DO YOU WORK OVERTIME? <input type="checkbox"/> FREQUENTLY <input type="checkbox"/> SELDOM <input type="checkbox"/> NONE		ARE YOU PAID TIME AND ONE-HALF FOR OVERTIME? <input type="checkbox"/> YES <input type="checkbox"/> NO	IF NO, EXPLAIN
E. HAS YOUR EMPLOYER DIRECTED YOUR ATTENTION TO THE REQUIRED WAGE RATE POSTERS ON THE PROJECT? <input type="checkbox"/> YES <input type="checkbox"/> NO		HAVE YOU SEEN THOSE POSTERS? <input type="checkbox"/> YES <input type="checkbox"/> NO	IF NO, EXPLAIN
F. ARE YOU AWARE OF THE CONTRACTOR'S EEO POLICIES? <input type="checkbox"/> YES <input type="checkbox"/> NO		DOES THE CONTRACTOR HOLD REGULAR EEO MEETINGS? <input type="checkbox"/> YES <input type="checkbox"/> NO	HOW OFTEN?
WHO CONDUCTS THE MEETINGS?		WHO IS THE EEO OFFICER FOR YOUR EMPLOYER?	WHO IS THE EEO OFFICER FOR THE PROJECT?
G. ARE YOU INTERESTED IN / OR HAS YOUR EMPLOYER INFORMED YOU OF UPGRADING AND TRAINING POSSIBILITIES? <input type="checkbox"/> YES <input type="checkbox"/> NO			IF YES, PLEASE EXPLAIN

3. ADDITIONAL QUESTIONS FOR OWNER OPERATORS

A. EQUIPMENT DESCRIPTION		TRUCK LICENCE NO.	TRUCK CA #
HOURLY RATE (Fully operated and maintained) \$	BASE EQUIPMENT RATE \$	ON WHAT DO YOU BASE YOUR EQUIPMENT RENTAL RATE? <input type="checkbox"/> HOURLY <input type="checkbox"/> WEEKLY <input type="checkbox"/> MONTHLY	
B. DO YOU OWN THE EQUIPMENT? <input type="checkbox"/> YES <input type="checkbox"/> NO		MAY I SEE YOUR CERTIFICATE OF OWNERSHIP? (Interviewer Note Response)	
LEGAL OWNER		REGISTERED OWNER	

4. EMPLOYEE COMMENTS

DO YOU HAVE ANY COMMENTS OR COMPLAINTS ABOUT WAGES OR EEO POLICIES? BE SPECIFIC:

5. INTERVIEWER'S COMMENTS

NAME OF INTERVIEWER (PRINT)	DATE	NAME OF RESIDENT ENGINEER (PRINT)	DATE
SIGNATURE OF INTERVIEWER		SIGNATURE OF RESIDENT ENGINEER	



EMPLOYEE INTERVIEW: LABOR COMPLIANCE / EEO

CEM 2504 (REV 6/1999) (Back) CT #7541-3512-3

DIRECTIONS TO INTERVIEWER

1. *Fill in Section 1 from payroll records, if available, after interview.*
2. *Fill in Section 2 completely. (does not apply to owner operators)*
3. *Fill in Section 3 completely.*
4. *Employee comments optional in Section 4.*
5. *Interviewer comments on findings and recommends further actions to be taken.*
Attach additional sheets if necessary.



EXHIBIT "G"

METRO TVM COMMENTS



PROJECT SUBMITTAL REVIEW FORM

Contract: South Bay Intermodal Regional Transit Center (Redondo Beach)
 Submittal number:
 Title: IFB Drawings Rec'd 7/10/18

DATE: 03/27/19

* Response Code: 1-Incorporation Planned; 2-Discussion/Clarification; 3-Not Applicable; 4-Change in Design Direction; 5-Not Due at this Submittal; 6-Input/Direction Req'd by Others

** Critical - Place a "C" for Critical in the Crit. Column. This comment has a significant cost impact on a major item.

*** Status Code: D - Done (Action Completed By/Date), N/A - Not Applicable

No.	Reviewer	City / Agency	Comment Date	Doc Type (Dwg./ Spec/ Report)	Dwg No / Spec Section /Page #	Discipline	Comment	Response Code *	Responder	Critical **	Actions/Response	Status Code ***	Status Date	Initial
1	G. Wasz	Metro	9/12/2017	IFB Dwgs	A502; E-101	TAP	Details 4 and 5 - Include requirement to provide within center area of TVM footprint #6 bare copper ground pigtail connected to either ground rod or ground grid to allow for connection to TVM cabinet.							
2	G. Wasz	Metro	9/12/2017	IFB Dwgs	LV-101	TAP	Provide detail of conduit routing for TVM Comms between Comms JBox near TVM position back to Room 117A including any intermediate pullboxes in run - We will need to provide this detail to our installation contractor.							
3	G. Wasz	Metro	9/12/2017	IFB Dwgs	E-201	TAP	Include requirement that TVM Circuit LA-36 shall have dedicated neutral back to panel. In addition to the three-wire circuit, a bare copper ground grid cable connected to ground rod or facility ground grid needs to be provided with 6 ft. pigtail at the TVM position to connect to the TVM cabinet.							
4	G. Wasz	Metro	7/24/2018	IFB Dwgs	G-002; A-700	TAP	Provide drawing with location dimensions identifying positioning of TVM and Trellis structure identified in Dwg A-700 with respect to Bus plaza.							
5	C Kahanda	Metro	7/24/2018	Bid Drawings	E-201	ITS	In the drawing E-201 is referring to a Telecom Room 117A. Is it referring to a communication room where network switches will install? Please confirm.							





PROJECT SUBMITTAL REVIEW FORM

Contract: South Bay Intermodal Regional Transit Center (Redondo Beach)
Submittal number:
Title: IFB Drawings Rec'd 7/10/18

DATE: 03/27/19

* Response Code: 1-Incorporation Planned; 2-Discussion/Clarification; 3-Not Applicable; 4-Change in Design Direction; 5-Not Due at this Submittal; 6-Input/Direction Req'd by Others

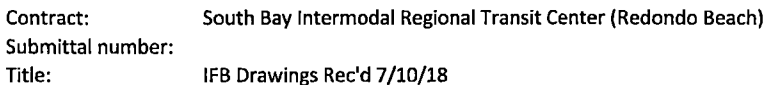
** Critical - Place a "C" for Critical in the Crit. Column. This comment has a significant cost impact on a major item.

*** Status Code: D - Done (Action Completed By/Date), N/A - Not Applicable

No.	Reviewer	City / Agency	Comment Date	Doc Type (Dwg./ Spec/ Report)	Dwg No / Spec Section /Page #	Discipline	Comment	Response Code *	Responder	Critical **	Actions/Response	Status Code ***	Status Date	Initial
6	C Kahanda	Metro	7/24/2018	Bid Drawings	E-101	ITS	In drawing E-101 Specific Notes 4 mention trenching and conduit for Verizon and Spectrum connections. If they have Verizon or Spectrum MPOE in the site, Metro can use the same provider to get an Internet connections to setup Metro network for TVM and Metro CCTV camera viewing (After the official service request, it can take up to 3-4 months to get the service connections). They can extend the Verizon or Spectrum Circuit running from MPOE to Telecom or data room using the same conduit running at that location and terminate the circuit in the Telecom or Data room that Metro is requesting. Please Confirm.							
7	C Kahanda	Metro	7/24/2018	Bid Drawings	E-201	ITS	In the drawing E- 201 referring to Telecom room 117A. If Telecom room is referring to the communication room, we can get some rack space or small communication cabinet in the data room for Metro network setup. Please confirm.							
8	C Kahanda	Metro	7/24/2018	Bid Drawings	LV-101	ITS	In the drawing LV- 101 shows Metro camera installation location. Metro need to have 1" conduit install from this location to Data or Telecom room where Metro network is setting up. Since the distance is less than 300 ft from here to telecom room 117A, Metro can use Cat 5e or 6 cable to connect the camera not fiber optic. It will be easy for METRO to setup the network thru Firewall to USG building.							
9	C Kahanda	Metro	7/24/2018	Bid Drawings	LV-101	ITS	In the drawing LV- 101 METRO Camera installation location marked. Height should be at least 10 feet high. Please confirm the height where camera will be installed.							



03/27/2019



DATE: 03/27/19

*** Status Code: D - Done (Action Completed By/Date), N/A - Not Applicable

[illegible]