

EXHIBIT A

**CITY OF SANTA ROSA
PROFESSIONAL SERVICES AGREEMENT
WITH Dynamic Dzyne Associates, Inc dBA Substrate
AGREEMENT NUMBER _____**

This "Agreement" is made as of this ____ day of _____, 2026 by and between the City of Santa Rosa, a municipal corporation ("City"), and Dynamic Dzyne Associates, Inc dBA Substrate (or Substrate, Inc.), a California Corporation ("Contractor").

R E C I T A L S

A. City desires to procure construction management, structural representative and inspection services consistent with the project guidelines of the Local Assistance Procedures for the Route 101 Bicycle and Pedestrian Overcrossing (CML-5028(083)).

B. City desires to retain a responsible and qualified firm to conduct the services described above in accordance with the Scope of Services as more particularly set forth in Exhibit A.1 and A.2 to this Agreement.

C. Contractor represents to City that it is a responsible firm composed of highly trained professionals with the ability and skills necessary to successfully perform the services hereunder under the terms and conditions of this Agreement.

D. The parties have negotiated upon the terms pursuant to which Contractor will provide such services and have reduced such terms to writing.

A G R E E M E N T

NOW, THEREFORE, City and Contractor agree as follows:

1. SCOPE OF SERVICES

Contractor shall provide to City the services described in Exhibit A.1 ("Consultant Terms") and Exhibit A.2 ("Scope of Services"). Contractor shall provide these services at the time, place, and in the manner specified in Exhibit A.1 and A.2. Exhibits A.1 and A.2 is attached hereto for the purpose of defining the manner and scope of services to be provided by Contractor and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In the event of any conflict between this Agreement and any terms or conditions of any document prepared or provided by Contractor and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the terms of this Agreement shall control and prevail.

In the event of any conflict between Exhibit A.1 and Exhibit A.2, the Exhibit A.1 shall control and prevail.

2. COMPENSATION

a. City shall pay Contractor for services rendered pursuant to this Agreement at the rates, times and in the manner set forth in Exhibit B. Contractor shall submit monthly statements to City which shall itemize the services performed as of the date of the statement and set forth a progress report, including work accomplished during the period, percent of each task completed, and planned effort for

the next period. Invoices shall identify personnel who have worked on the services provided, the number of hours each worked during the period covered by the invoice, the hourly rate for each person, and the percent of the total project completed, consistent with the rates and amounts shown in Exhibit B.

b. The payments prescribed herein shall constitute all compensation to Contractor for all costs of services, including, but not limited to, direct costs of labor of employees engaged by Contractor, travel expenses, telephone charges, copying and reproduction, computer time, and any and all other costs, expenses and charges of Contractor, its agents and employees. In no event shall City be obligated to pay late fees or interest, whether or not such requirements are contained in Contractor's invoice.

c. Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all services to be performed hereunder shall in no event exceed the sum of one million eight hundred thousand and no cents (\$1,800,000.00) with a City controlled contingency of two hundred thousand and no cents (\$200,000). City owned contingency is only to be used upon written approval by the City Representative. Contractor acknowledges and agrees that it exceeds the maximum compensation under this Agreement at its own risk. The City's Chief Financial Officer is authorized to pay all proper claims from Charge Number 17381.

3. DOCUMENTATION; RETENTION OF MATERIALS; ACCESS TO RECORDS

a. Contractor shall maintain adequate documentation to substantiate all charges as required under Section 2 of this Agreement.

b. Contractor shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate.

c. Contractor shall maintain the records and any and all other records pertinent to this Agreement for a period of four (4) years after completion of all services hereunder.

d. Contractor agrees to provide City, the State of California, the California Department of Transportation ("CALTRANS") Administrator, the Comptroller General of the United States, and any or all of their authorized representatives, access to any books, documents, papers, and records of Contractor which are pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

e. Contractor agrees to permit all or any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

f. Contractor agrees to provide the CALTRANS Administrator or his authorized representatives access to work sites pertaining to the services being performed under this Agreement.

4. INDEMNITY

a. Contractor shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless City, and its employees, officials and agents ("Indemnified Parties") from all claims, demands, costs or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, interest,

defense costs, and expert witness fees), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor, its officers, employees, or agents, in said performance of professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of City.

b. The existence or acceptance by City of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of City's rights under this Section 4, nor shall the limits of such insurance limit the liability of Contractor hereunder. This Section 4 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 18(b), below. The provisions of this Section 4 shall survive any expiration or termination of this Agreement.

5. INSURANCE

a. Contractor shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements." Maintenance of the insurance coverage set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by Contractor in exchange for City's agreement to make the payments prescribed hereunder. Failure by Contractor to (i) maintain or renew coverage, (ii) provide City notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by City as a material breach of this Agreement by Contractor, whereupon City shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Contractor to maintain required insurance coverage shall not excuse or alleviate Contractor from any of its other duties or obligations under this Agreement. In the event Contractor, with approval of City pursuant to Section 6 below, retains or utilizes any subcontractors in the provision of any services to City under this Agreement, Contractor shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverages set forth in the Insurance Requirements in Attachment One.

b. Contractor agrees that any available insurance proceeds broader than or in excess of the coverages set forth in the Insurance Requirements in Attachment One shall be available to the additional insureds identified therein.

c. Contractor agrees that the insurance coverages and limits provided under this Agreement are the greater of: (i) the coverages and limits specified in Attachment One, or (ii) the broader coverages and maximum limits of coverage of any insurance policy or proceeds available to the name insureds.

6. ASSIGNMENT

Contractor shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of City, in City's sole and absolute discretion. Contractor agrees that the City shall have the right to approve any and all subcontractors to be used by Contractor in the performance of this Agreement before Contractor contracts with or otherwise engages any such subcontractors.

7. NOTICES

Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery

to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail t

City Representative:

Contractor Representative:

Jose Mederos
City of Santa Rosa TPW
69 Stony Circle
Santa Rosa, CA 95401
(707)543-3915

Sundeep (Sunny) Jhutti
Dynamic Dzyne Associates, Inc dBA Substrate
270 Crest Rd, Novato, CA 94945
Novato, CA 94945
(415)246-4920

8. INDEPENDENT CONTRACTOR

a. It is understood and agreed that Contractor (including Contractor's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of City. City is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this Agreement, and Contractor shall be issued a Form 1099 for its services hereunder. As an independent contractor, Contractor hereby agrees to indemnify and hold City harmless from any and all claims that may be made against City based upon any contention by any of Contractor's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.

b. It is further understood and agreed by the parties hereto that Contractor, in the performance of Contractor's obligations hereunder, is subject to the control and direction of City as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by Contractor for accomplishing such results. To the extent that Contractor obtains permission to, and does, use City facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the Contractor's sole discretion based on the Contractor's determination that such use will promote Contractor's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the City does not require that Contractor use City facilities, equipment or support services or work in City locations in the performance of this Agreement.

c. If, in the performance of this Agreement, any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision, and control of Contractor. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor. It is further understood and agreed that Contractor shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Contractor's assigned personnel and subcontractors.

d. The provisions of this Section 8 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between City and Contractor. Contractor may represent, perform services for, or be employed by such additional persons or companies as Contractor sees fit.

9. ADDITIONAL SERVICES

Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid in accordance with the rates set forth in Exhibit B, or paid as otherwise agreed upon by the parties in writing prior to the provision of any such additional services.

10. SUCCESSORS AND ASSIGNS

City and Contractor each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

11. TERM, SUSPENSION, TERMINATION FOR CONVENIENCE AND CAUSE

a. This Agreement shall become effective on the date that it is made, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

b. City shall have the right at any time to temporarily suspend Contractor's performance hereunder, in whole or in part, by giving a written notice of suspension to Contractor. If City gives such notice of suspension, Contractor shall immediately suspend its activities under this Agreement, as specified in such notice.

c. City shall have the right to terminate this Agreement for convenience at any time upon written notice of termination to Contractor. Upon such termination, Contractor shall submit to City an itemized statement of services performed as of the date of termination in accordance with Section 2 of this Agreement. These services may include both completed work and work in progress at the time of termination. City shall pay Contractor for any services for which compensation is owed; provided, however, City shall not in any manner be liable for lost profits that might have been made by Contractor had the Agreement not been terminated or had Contractor completed the services required by this Agreement. Contractor shall promptly deliver to City all documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of City without additional compensation to Contractor.

d. City shall have the right to terminate this Agreement for cause upon written notice to Contractor following an Event of Default. The following shall be "Events of Default" hereunder and the term "Event of Default" shall mean, whenever it is used herein, any one or more of the following events:

(i) The failure by Contractor to perform any obligation under this Agreement, which by its nature Contractor has no capacity to cure;

(ii) The failure by Contractor to perform any other obligation under this Agreement, if the failure has continued for a period of ten (10) days after the City demands in writing that Contractor cure the failure. If, however, by its nature the failure cannot be cured within ten (10) days, Contractor may have a longer period as is necessary to cure the failure, but this is conditioned upon Contractor's promptly commencing to cure within the ten (10) day period and thereafter diligently completing the cure. Contractor shall indemnify and defend the City against any liability, claim, damage, loss, or penalty that may be threatened or may in fact arise from that failure during the period the failure is uncured;

(iii) Any of the following: A general assignment by Contractor for the benefit of Contractor's creditors; any voluntary filing, petition, or application by Contractor under any law relating to

insolvency or bankruptcy, whether for a declaration of bankruptcy, a reorganization, an arrangement, or otherwise;

(iv) The appointment of a trustee or receiver to take possession of all or substantially all of Contractor's assets; or the attachment, execution or other judicial seizure of all or substantially all of Contractor's assets or of Contractor's interest in this Agreement, unless the appointment or attachment, execution, or seizure is discharged within thirty (30) days; or the involuntary filing against Contractor, or any general partner of Contractor if Contractor is a partnership, or

(a) a petition to have Contractor, or any partner of Contractor if Contractor is a partnership, declared bankrupt, or

(b) a petition for reorganization or arrangement of Contractor under any law relating to insolvency or bankruptcy, unless, in the case of any involuntary filing, it is dismissed within sixty (60) days.

(v) Any representation or warranty related to this Agreement made by any agent of Contractor is determined to have been false or misleading in any material respect at the time made.

12. REMEDIES UPON DEFAULT

This Section 12 shall apply in the event the amount payable under this Agreement exceeds the simplified acquisition threshold as determined pursuant to section 1908 of title 41 of the United States Code, or \$150,000, whichever amount is greater.

a. Remedies on Event of Default. Upon the occurrence of an Event of Default as defined in Section 11, City shall have the right upon written notice to Contractor, in addition to any other rights or remedies available to City at law or in equity, to:

(i) Terminate this Agreement and all rights of Contractor under this Agreement, (ii) Continue this Agreement without terminating the Agreement, or (iii) Temporarily suspend Contractor's performance hereunder, in whole or in part, and recover from Contractor the aggregate sum of;

(1) any amount necessary to compensate City for all the detriment caused by Contractor's failure to perform its obligations or that, in the ordinary course of things, would be likely to result from its failure; and

(2) all other amounts in addition to or in lieu of those previously set out as may be permitted from time to time by applicable California or Federal law.

(b) None of the previous remedial actions, alone or in combination, shall be construed as an election by City to terminate this Agreement unless City has in fact given Contractor written notice that this Agreement is terminated or unless a court of competent jurisdiction decrees termination of this Agreement. If City takes any of the previous remedial actions without terminating this Agreement City may nevertheless at any later time terminate this Agreement by written notice to Contractor.

(c) After the occurrence of an Event of Default, the City, in addition to or in lieu of exercising other remedies, may, but without any obligation to do so, cure the breach underlying the Event of Default for the account and at the expense of Contractor. However, City must by prior notice first allow Contractor a reasonable opportunity to cure, except in cases of emergency, where City may proceed

without prior notice to Contractor. Contractor shall, upon demand, immediately reimburse City for all costs, including costs of settlements, defense, court costs, and attorneys' fees that City may incur in the course of any cure.

(d) No security or guaranty for the performance of Contractor's obligations that City may now or later hold shall in any way constitute a bar or defense to any action initiated by City for enforcement of any obligation of Contractor or for the recovery of damages caused by an Event of Default.

(e) Except where this is inconsistent with or contrary to any provisions of this Agreement, no right or remedy conferred upon or reserved to City is intended to be exclusive of any other right or remedy, or any right or remedy given or now or later existing at law or in equity or by statute. Except to the extent that City may have otherwise agreed in writing, no waiver by City of any violation or nonperformance by Contractor of any obligations, agreements, or covenants under this Agreement shall be deemed to be a waiver of any subsequent violation or nonperformance of the same or any other covenant, agreement, or obligation, nor shall any forbearance by City to exercise a remedy for any violation or nonperformance by Contractor be deemed a waiver by City of the rights or remedies with respect to that violation or nonperformance.

(f) Indemnification. The exercise of City of any one or more of the remedies set forth in this Section 12 shall not affect the rights of City or the obligations of Contractor under the indemnity provisions set forth in Section 4 hereof.

(g) No Remedy Exclusive. No remedy herein conferred upon or reserved to City is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle City to exercise any remedy reserved to it in this subsection it shall not be necessary to give any notice, other than such notice as may be required in this Section or by law.

(h) Notice of Default. Contractor agrees that, as soon as is practicable, and in any event within ten (10) days after such event, Contractor will furnish City notice of any event which is an Event of Default under this Agreement, or which with the giving of notice or the passage of time or both could constitute an Event of Default under this Agreement, which has occurred and is continuing on the date of such notice, which notice shall set forth the nature of such event and the action which Contractor proposes to take with respect thereto. Each subcontract shall include the provisions of this subsection (h) to require each subcontractor of Contractor to provide City notice of any Event of Subcontractor Default in the same manner as required hereunder of Contractor for an Event of Default.

13. STANDARD OF PERFORMANCE

Contractor shall perform all services performed under this Agreement in the manner and according to the standards currently observed by a competent practitioner of Contractor's profession in California. All products of whatsoever nature that Contractor delivers to City shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Contractor's profession, and shall be provided in accordance with any schedule of performance. Contractor shall assign only competent personnel to perform services under this Agreement. Contractor shall notify City in writing of any changes in Contractor's staff assigned to perform the services under this Agreement prior to any such performance. In the event that City, at any time,

desires the removal of any person assigned by Contractor to perform services under this Agreement, because City, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Contractor shall remove such person immediately upon receiving notice from City of the desire of City for the removal of such person.

14. CONFLICTS OF INTEREST

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of City or that would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of City. Contractor agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City at all times during the performance of this Agreement.

15. CONFLICT OF INTEREST REQUIREMENTS

a. **Generally.** The City's Conflict of Interest Code requires that individuals who qualify as "consultants" under the Political Reform Act, California Government Code sections 87200 *et seq.*, comply with the conflict of interest provisions of the Political Reform Act and the City's Conflict of Interest Code, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests. The term "consultant" generally includes individuals who make governmental decisions or who serve in a staff capacity.

b. **Conflict of Interest Statements.** The individual(s) who will provide services or perform work pursuant to this Agreement are "consultants" within the meaning of the Political Reform Act and the City's Conflict of Interest Code:

yes no (check one)

If "yes" is checked by the City, Contractor shall cause the following to occur within 30 days after execution of this Agreement:

- (1) Identify the individuals who will provide services or perform work under this Agreement as "consultants;" and
- (2) Cause these individuals to file with the City Clerk the assuming office statements of economic interests required by the City's Conflict of Interest Code.

Thereafter, throughout the term of the Agreement, Contractor shall cause these individuals to file with the City Clerk annual statements of economic interests, and "leaving office" statements of economic interests, as required by the City's Conflict of Interest Code.

The above statements of economic interests are public records subject to public disclosure under the California Public Records Act. The City may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

16. CONFIDENTIALITY OF CITY INFORMATION

During performance of this Agreement, Contractor may gain access to and use City information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans,

business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the City. Contractor agrees to protect all City Information and treat it as strictly confidential, and further agrees that Contractor shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of City. In addition, Contractor shall comply with all City policies governing the use of the City network and technology systems. A violation by Contractor of this Section 17 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

17. CONTRACTOR INFORMATION

a. City shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Contractor pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostating, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. Contractor shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by City.

b. Contractor shall fully defend, indemnify and hold harmless City, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by Contractor pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. City shall make reasonable efforts to notify Contractor not later than ten (10) days after City is served with any such claim, action, lawsuit or other proceeding, provided that City's failure to provide such notice within such time period shall not relieve Contractor of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

c. All proprietary and other information received from Contractor by City, whether received in connection with Contractor's proposal, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to City, City shall give notice to Contractor of any request for the disclosure of such information. Contractor shall then have five (5) days from the date it receives such notice to enter into an agreement with the City, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorneys' fees) incurred by City in any legal action to compel the disclosure of such information under the California Public Records Act. Contractor shall have sole responsibility for defense of the actual "trade secret" designation of such information.

d. The parties understand and agree that any failure by Contractor to respond to the notice provided by City and/or to enter into an agreement with City, in accordance with the provisions of subsection c, above, shall constitute a complete waiver by Contractor of any rights regarding the information designated "trade secret" by Contractor, and such information shall be disclosed by City pursuant to applicable procedures required by the Public Records Act.

18. FEDERAL PROVISIONS

Contractor shall comply with the provisions in Exhibit C to this Agreement. In the event of a conflict between any provision in Exhibit C and any other provision of this Agreement, the more stringent provision shall control and prevail.

19. GENERAL PROVISIONS

a. Entire Agreement. This Agreement contains the entire agreement between the parties. Any and all verbal or written agreements made prior to the date of this Agreement are superseded by this Agreement and shall have no further effect.

b. Modification. No modification or change to the terms of this Agreement will be binding on a party unless in writing and signed by an authorized representative of that party.

c. Compliance with Laws. Contractor shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, *et seq.*) ("ADA"), and any regulations and guidelines issued pursuant to the ADA; and (ii) Labor Code sections 1720, *et seq.*, which require prevailing wages (in accordance with DIR determinations at www.dir.ca.gov) be paid to any employee performing work covered by Labor Code sections 1720 *et seq.* Contractor shall pay to City when due all business taxes payable by Contractor under the provisions of Chapter 6-04 of the Santa Rosa City Code. City may deduct any delinquent business taxes, and any penalties and interest added to the delinquent taxes, from its payments to Contractor.

d. Discrimination Prohibited. With respect to the provision of services under this Agreement, Contractor agrees not to discriminate against any person because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of that person.

e. Governing Law; Venue. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California and Federal law. Venue of any litigation arising out of or connected with this Agreement shall lie in the state trial court in Sonoma County in the State of California or the United States District Court, Northern District of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

f. Waiver of Rights. Neither City acceptance of, or payment for, any service or performed by Contractor, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

g. Incorporation of Attachments and Exhibits. The attachments and exhibits to this Agreement are incorporated and made part of this Agreement, subject to terms and provisions herein contained.

20. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS

Contractor hereby represents and warrants to City that it is (a) a duly organized and validly existing Corporation, formed and in good standing under the laws of the State of California, (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and (c)

has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Contractor hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Contractor in accordance with the terms hereof.

If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

21. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement and future documents relating thereto may be executed in two or more counterparts, each of which will be deemed an original and all of which together constitute one Agreement. Counterparts and/or signatures delivered by facsimile, pdf or City-approved electronic means have the same force and effect as the use of a manual signature. Both City and Consultant wish to permit this Agreement and future documents relating thereto to be electronically signed in accordance with applicable federal and California law. Either Party to this Agreement may revoke its permission to use electronic signatures at any time for future documents by providing notice pursuant to the Agreement. The Parties agree that electronic signatures, by their respective signatories are intended to authenticate such signatures and to give rise to a valid, enforceable, and fully effective Agreement. The City reserves the right to reject any signature that cannot be positively verified by the City as an authentic electronic signature.

Executed as of the day and year first above stated.

CONTRACTOR:

CITY OF SANTA ROSA
a Municipal Corporation

Name of Firm: Dynamic Dzyne Associates, Inc
dBA Substrate

TYPE OF BUSINESS ENTITY (*check one*):

- Individual/Sole Proprietor
- Partnership
- Corporation
- Limited Liability Company
- Other (please specify: _____)

By: _____

Print Name: _____

Title: _____

Signatures of Authorized Persons:

By: _____

Print Name: _____

Title: _____

By: _____

APPROVED AS TO FORM:

Office of the City Attorney

ATTEST:

Print Name: _____

City Clerk

Title: _____

City of Santa Rosa Business Tax Cert. No.

Attachments:

Attachment One – Insurance Requirements

Exhibit A.1 – Consultant Terms

Exhibit A.2 – Scope of Services

Exhibit B – Compensation

Exhibit C – Federal Provisions

**ATTACHMENT ONE
INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICES AGREEMENTS**

A. Insurance Policies: Contractor shall, at all times during the terms of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-VI or otherwise acceptable to the City.

Insurance	Minimum Coverage Limits	Additional Coverage Requirements
1. Commercial general liability	\$ 1 million per occurrence \$ 2 million aggregate	Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. Coverage may be met by a combination of primary and umbrella or excess insurance but umbrella and excess shall provide coverage at least as broad as specified for underlying coverage. Coverage shall not exclude subsidence.
2. Business auto coverage	\$ 1 million	ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$ 1 million per accident for bodily injury and property damage.
3. Professional liability (E&O)	\$ 1 million per claim \$ 2 million aggregate	Contractor shall provide on a policy form appropriate to profession. If on a claims made basis, Insurance must show coverage date prior to start of work and it must be maintained for three years after completion of work.
4. Workers' compensation and employer's liability	\$ 1 million	As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$ 1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

B. Endorsements:

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled, except after prior written notice has been provided to the City in accordance with the policy provisions.

2. Liability, umbrella and excess policies shall provide or be endorsed to provide the following:
 - a. For any claims related to this project, Contractor's insurance coverage shall be primary and any insurance or self-insurance maintained by City shall be excess of the Contractor's insurance and shall not contribute with it; and,
 - b. **The City of Santa Rosa, its officers, agents, employees and volunteers are to be covered as additional insureds on the CGL policy.** General liability coverage can be provided in the form of an endorsement to Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

C. Verification of Coverage and Certificates of Insurance: Contractor shall furnish City with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the City before work commences and must be in effect for the duration of the Agreement. The City reserves the right to require complete copies of all required policies and endorsements.

D. Other Insurance Provisions:

1. No policy required by this Agreement shall prohibit Contractor from waiving any right of recovery prior to loss. Contractor hereby waives such right with regard to the indemnitees.
2. All insurance coverage amounts provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.
3. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either Contractor or City. Self-insured retentions above \$10,000 must be approved by City. At City's option, Contractor may be required to provide financial guarantees.
4. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.
5. City reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ATTACHMENT A Exhibit A.1 - Consultant Terms
PID NO. 0769 - Consultant Terms
Construction Management and Inspection Services for Highway 101
Bicycle and Pedestrian Overcrossing

INTRODUCTION

The City of Santa Rosa (City) is seeking proposals for Construction Management and inspection services for the Route 101 Bicycle and Pedestrian Overcrossing project (Capital Improvement Project (CIP) Project ID (PID) 0769). The Highway 101 Bike/Pedestrian Overcrossing will construct a 14.50-foot-wide ADA compliant Class I bicycle & pedestrian overcrossing over US-101. The Project includes a 5-foot-wide walking lane and 8-foot-wide bike path. The Project will close a significant gap in the east-west transportation network for pedestrians and bicyclists. The selected alignment will construct the overcrossing over US-101 along the Edwards Avenue and Elliott Avenue corridor, adjacent to the Santa Rosa Junior College campus.

DESCRIPTION OF PROJECT

The project includes construction of a year-round, grade-separated, pedestrian/bicycle overcrossing of Highway 101 connecting Elliot Avenue and Edwards Avenue. The project includes a cable stayed bridge, approach structures, sidewalk work, landscaping, utility upsizing and utility relocations. The project will be funded with local, State and Federal funding sources including: Active Transportation Program (ATP), TDA, Regional Measure 3 (RM3) funds, OBAG Housing Incentive Pool (HIP), and City funds. Federal funding will be used toward construction of a portion of the project. Because the project is receiving federal funding, expenses related to the grants shall be segregated and tracked from the rest of the project to avoid potential conflicts with reimbursement. The engineer's estimate of probable construction cost is approximately \$29 million. The project includes the following components:

- **Principal Span Structure:** The grade-separated pedestrian/bicycle bridge spanning across Cleveland Avenue and clear-spanning Highway 101 and Armory Drive is a steel box superstructure approximately 367 feet in length. The span over the freeway and Armory Drive is a cable stayed structure that is partially supported by a single, sloping steel pylon at the eastern end. The principal span structure is located partially within California Department of Transportation (Caltrans) and City right-of-way areas. The vertical clearance of the bridge over highway 101 will be greater than 18.5 feet, consistent with Caltrans standards.
- **Approach Structures:** The west approach structure is an approximately 264-foot-long structure along the norther edge of Edwards Avenue and spans across over a driveway providing access to the Dick's Sporting Goods parking lot. The east approach structure is located along the southern edge of Elliott Avenue and is approximately 120 feet in length. The approach structures are reinforced concrete slab superstructures supported by single column bents on Type 2 pile shafts. Leading up to the approach structures are concrete bin-type and cantilevered retaining walls that connect to the existing sidewalk on Edwards Avenue and Elliot Avenue. Reconfiguration of the Santa Rosa Junior College parking lot is necessary to accommodate the approach structures. Access needs for the approach structures on private properties are offered through the temporary construction easements the City has obtained (their time cannot be extended).

- **Other improvements:** Sidewalk transition areas connecting to existing grades and roads, landscaping, utility upsizing and utility relocations.
- **Construction and Phasing:** The City will advertise to bid the construction contract in November 2025, and expects to issue a Notice to Proceed approximately in March 2026. The 18-month approximate construction timeframe includes: site preparation, utility relocation, partial and full freeway and frontage road closures, detours of cyclists and pedestrians, temporary signalization, and night work. The city has identified a city-owned equipment staging /materials storage area for use during construction. The area is limited and the contractor may need to procure additional staging area separately.

The City will retain the services of the design consulting firm to provide design support and to review and respond to design-related issues and questions during construction, as necessary. The City's Project Manager will be responsible for day-to-day management and oversight of the project and will manage the services of the Construction Management Consultant (Consultant).

SCOPE OF SERVICES

The scope of services outlined below provides general guidance and the City's expectations for the Consultant's services, however, the Consultant shall develop a detailed scope of work based on their understanding of the project and past experiences with similar projects. The Consultant's Services shall include construction engineering/management services required to assist City staff in the management of the project construction, as well as with any claims or other contract disputes that may arise. All work performed by the Consultant shall be in accordance with professional standards and quality that prevail among professional construction managers in the region.

The Consultant shall provide a Resident Engineer (RE), registered in California as a Professional Engineer (PE) with demonstrated large transportation construction projects over \$10 Million in bid cost and experience managing bridge projects, to perform a wide range of services including but not limited to: administration, construction surveys, project inspection, quality assurance, materials testing, safety, claims mitigation, measurement and computation of quantities, document control, labor compliance, progress payments and construction management during the construction period. The Consultant's Resident Engineer shall be actively involved in all activities of the project.

The Consultant shall provide a separate licensed Structure Representative with a minimum of 5 years of experience in administering bridge projects with cast in drilled hole piles 5-feet or greater in diameter, new bridge falsework over a highway, and shoring analysis greater than 5-feet in depth adjacent to traffic and construction equipment. Additionally, the project requires a specialty engineer (may be the Structure Representative or another team member) with a minimum of 5 years of experience in the construction of cable stay and/or steel bridge construction. The specialty engineer shall oversee all quality assurance aspects of the principal

span from submittal approval process through final construction and acceptance of the superstructure by Caltrans.

The consultant shall provide all inspection and testing services for the full scope of the project construction. The consultant shall coordinate with Caltrans to inspect the bridge structure on State right-of-way. The inspection and testing services for the entire structure as outlined in the attached Quality Assurance Plan (QAP) and additional testing requirements included within this RFP are the responsibility of the consultant. Results of all required inspections and testing shall be reported to Caltrans and City representatives.

If at any time, the City is not satisfied with the performance of Consultant's staff, the City reserves the right to request the services of a different individual. If for any reason the Consultant proposes a change of staffing during the course of the project, the City reserves the right to approve any new staff. Staffing changes must be approved a minimum of 21 calendar days in advance, in writing, by the City's Project Manager.

Contractor to provide 10 foot x 12 foot office space/trailer space for the Construction Manager. All other office space or trailer, computers, cell phones, furnishings and other equipment needed for Consultant's staff shall be provided by the Consultant. The Consultant may arrange, at Consultant's cost and separately from the City, to ask the City's general contractor (Contractor) provide the other trailer space and any furnishings, but due to the site limitations, it is unlikely it will be onsite.

APPLICABLE STANDARDS AND PROCEDURES

All work performed under this scope of services shall comply with applicable procedures and standards contained in the following Caltrans manuals:

- Caltrans Construction Manual
- Caltrans Local Agency Structure Representative Guidelines
- Caltrans Quality Assurance and Source Inspection (QASI) Manual
- Caltrans Bridge Construction Records and Procedures Manual
- Caltrans Falsework Manual
- Caltrans Trenching and Shoring Manual
- Caltrans Local Assistance Procedures Manual (LAPM)

PROJECT TASKS:

The Consultant shall be responsible for providing construction engineering/management services during pre-construction, construction and post-construction phases. The Consultant's RE shall be actively involved in the tasks described below. The Consultant shall perform the following services in accordance with professional standards and quality that prevail among professional construction managers in the region.

Task 1: Pre-Construction Phase Services

Consultant shall perform the tasks below:

- Prepare and coordinate Local Assistance Procedures Manual (LAPM) submittals, exhibits, and documents to Caltrans as necessary.
- Ensure alignment with the Caltrans Cooperative Agreement 04-3020 (Caltrans Con Coop)
- Become familiar with the project site, the Contract Documents and permit requirements.
 - Provide constructability review of the Contract Documents and report out to City Project Manager on findings.
- Conduct pre-bid and pre-construction conferences.
 - Coordinate and facilitate project meetings including preparation of agendas and meeting minutes.
- Coordinate with Caltrans, utility companies, City contractors, NPDES permitting, and adjacent private property owners.
- Complete preconstruction survey in coordination with the Contractor.
- Develop and implement a public outreach program
 - Issue project status updates to City for City to notify the public via a monthly newsletter, webpage, or other appropriate community notification method
 - Coordinate and prepare any construction signage that may be needed per grant funding or public outreach requirements, including detours of cyclists and pedestrians.
- Review of project environmental documentation to ensure familiarity with all regulatory permits and mitigation measures.
- Environmental Commitments preconstruction services (see Environmental Commitments Record for EA 04-2G340/ID 0413000213 for more information):
 - PF BIO-1 Migratory Birds: A Caltrans-approved qualified Biological monitor “Biologist” shall complete a nesting bird survey within 10-14 days prior to start of construction, if construction begins during the nesting season (February 1 – September 30). If nesting birds are discovered, the Biologist shall coordinate with Caltrans and City to establish the appropriate buffer area.
 - AMM HAZ-1 Soil and Groundwater Sampling: review and comment on contractor’s soil and/or groundwater management plan (if applicable).
 - AMM PALEO-1 Paleontological Mitigation Plan: provide the Paleontological Mitigation Plan (PMP) by a qualified Paleontologist and submit the plan at least two weeks prior to the start of construction.
 - PF AES-1 Preserve Mature Trees: provide the required Arborist and coordinate with the Biologist, Arborist and Landscape Architect to clearly mark trees for preservation and trees to be removed. Receive and review the Contractor’s tree protection plan, provide feedback to City.
 - MM NOI-2 Construction Vibration Plan: provide the vibration monitoring plan at least two weeks prior to start of construction.

Task 2: Construction Phase Services

The Consultant shall perform the tasks below:

2.1 : Project Management

- Site coordination:
 - Full-time on-site inspection services are required for the project during Work per the City's expectations. This role typically is separate from the RE and reports to the RE.
 - Coordinate between Contractor and City, Caltrans, design team, and other agencies as necessary
 - Communicate with Contractor, City staff and others including property owners near the site
 - Urgent communications sent to City Project Manager and other appropriate stakeholders, flagged and with the subject line starting with "No Surprises"
 - All accidents and near-misses are documented and reported to the team.
- Compliance monitoring:
 - Monitor compliance with all applicable permitting requirements including local, state and federal standards.
 - Monitor contractor compliance with construction vibration requirements.
 - Ensure Contractor adherence to Equal Employment Opportunity (EEO) policy.
- Monitor costs and schedule, and track work progress, invoices, and payments.
 - Submit schedule shall be submitted to the City utilizing MS Project Schedule (to be coordinated with Contractor's schedule)
 - Conduct schedule evaluation (actual vs. planned) and monitoring of critical path deadlines
 - Maintain daily construction and record management
 - Prepare and submit monthly construction progress reports, and payment requests.
- The monthly progress report shall be due no later than the fifth working day of the month containing at a minimum:
 - Submit monthly progress reports no later than the fifth working day of the month containing at a minimum:
 - Overview of work accomplished/milestones during the previous month
 - Overview of work to be accomplished the following month
 - Updated schedule based on Contractor's schedule.
 - Contractor work progress and completion percentage in a summary form and graphs.
 - Problem areas, if any, with proposed corrective actions.
 - Inspections and survey reporting indicating whether the work has been performed in conformance with the approved Contract Documents.
 - Outstanding issues with deadline-to-resolve by dates.
 - Summary of SWPPP inspections and issues (if any).
 - List and status of potential change orders, including estimated cost if known.
 - List and status of potential or current claims.
 - List of delays, including cause, from the previous month.
 - % paid of construction contract and % of approved working days completed

- Minimum of 6 photographs showing work completed in the previous month.
 - Report out on quantity of recycled concrete and asphalt.
- Preparation and submittal of weekly construction progress reports, minimum information provided:
 - General description of weather and impacts on construction.
 - Brief description of work performed in the previous week and work to be performed in the following week.
 - Urgent issues.
 - Due on the 1st working day of each week.

2.2 : Project Administration

- Review of Contract Documents at 100% completion for familiarity with the Contract Documents.
- Documentation and Meetings:
 - Lead and document meetings required to maintain Project timelines and costs.
 - Lead and document weekly meetings with Caltrans and City teams to discuss Caltrans oversight items and critical path items.
 - Coordinate of weekly site meetings with the Contractor and City staff/consultants.
 - Prepare and distribute of meeting agenda and minutes.
- Contract administration:
 - Review working days and contract time and document time extensions.
 - Maintain documentation similar to the Caltrans LAPM Exhibit 16-A, “Weekly Statement of Working Days”.
 - Maintain a daily inspector’s report system that records hours worked by laborer and equipment with detail sufficient to permit the review of Contractor’s costs of the work in a manner similar to force account. Equipment must be identified sufficiently to enable determination of the applicable rental rates and operator’s minimum wage. The narrative portion of the report shall include a description of Contractor’s operation and location of work and any other pertinent information. An example of the daily report forms can be found in the Caltrans Construction Manual. The daily inspector’s report shall be signed and dated by the inspector.
 - Completion of weekly working day statement. Distribute weekly to Contractor by the end of the day on the first working day of each week.
- Labor Compliance:
 - Enforce Labor Compliance by preparing daily reports with required information.
 - Monitoring prevailing wage rates and Certified Payrolls.
 - Conduct spot check labor surveys and interviews in compliance with federal and state requirements and not less than monthly at least one from the prime contractor and one from each subcontractor working on site for that month.
 - Ensure contractor adherence to Equal Employment Opportunity (EEO) policy.
 - Ensure that the required posters and wage rates are displayed at the job site.
- Record Keeping:

- Maintain well organized photographic/video records.
- Monitor construction schedules throughout the course of construction including ensuring Contractor submits schedules in accordance with contract requirements.
- Track subcontractor's work and ensure contractor submits written request prior to substituting a subcontractor.
- Review and Approval Process:
 - Review Contractor's contract execution for compliance with Contract Documents requirements, including but not limited to weekly submittal of certified payroll, labor compliance and subcontractor utilization.
 - Review Contractor's submittals for compliance with Contract Documents.
 - Review Contractor's request for information and either provide information from Contract Documents upon City approval or route requests to City for resolution by Design Engineer.
- Payment Processing:
 - Review Contractor's progress payments within five (5) days of receipt.
 - Review backup documentation and percent complete, and resolve any discrepancies.
 - Make recommendations to the City for payment of the payment requests, sign payment request prior to forwarding to City.
 - Check source documents for each contract item paid and ensure invoices for federal reimbursement match payments to Contractor.
 - Document in writing progress payment resubmittal requests to Contractor to support documentation to comply with prompt payment laws.
- Communication and Coordination:
 - Communicate with Contractor regarding acceptability of work.
 - Monitor and document Contractor's work for any deviations in scope, schedule, or performance.
 - Keep the City informed of and assist in resolving any issues that may arise.
 - Coordinate the preparation of record drawings with Contractor and Design Engineer on a regular basis during construction and post-construction phases.
 - Review drawings for "as-built" accuracy.
 - Ensure Quality Assurance Program (QAP) compliance and coordinate Caltrans oversight and review responsibilities.

2.3 : Project Change Order Monitoring and Processing

- Review and evaluate of contract change order requests and submittals.
- Coordinate contract change order between Contractor and City.
- Investigate and inspect site conditions that differ from those described in the Contract Documents.
- Review submittals in support of claims and disputes, and provide recommendations for resolution.
- Prepare independent estimates of the value of the additional work to verify the reasonableness of change orders.

- Process change orders according to the project schedule and coordinate response with City Representative and Lead Design Engineer.
- Analyze any claims from Contractor (i.e. compensation and delay) to determine whether they are excusable, inexcusable, or compensable, and prepare responses for City consideration.
- Process claims according to the project schedule.
- Reject change order requests that are determined to be invalid.

2.4 : Field Inspection and Testing

- Prepare, in coordination with the Contractor, and manage the Quality Management Plan (QMP). It is to describe how construction material verification and workmanship inspections will be performed at manufacturing sources and the Project job-site.
- Prepare a Source Inspection Quality Management Plan (SIQMP) for Caltrans and City acceptance.
 - Source Inspection relates to all materials manufactured or fabricated away from the jobsite that will be incorporated into the final work in accordance with Caltrans Materials Engineering and Testing Services as applicable to the Caltrans and City source inspection and material acceptance activities.
- Upon completion of all work, provide the Caltrans oversight RE and oversight Structural Representative with a stamped letter stating that approved SIQMP procedures were followed during the life of the project.
- Provide all required actions of the Structural Representative within the Caltrans Con Coop.
- Perform field inspection and other quality assurance activities including necessary materials testing or special inspections.
 - Includes project coverage overnight when contractor is performing night work.
- Review and inspect Contractor's work for compliance with Contract Documents on a daily basis.
 - Consultant shall have access to a current copy of the Contract Documents on site at all times
- Monitor corrective actions taken by the Contractor needed to fix work that is not in compliance with Contract Documents.
- Submit field inspection diaries to be signed and submitted weekly.
- Maintain digital photos with date and time stamp of work in progress. Photos shall be taken daily during active construction on site and shall at a minimum document:
 - The overall construction work occurring (wide view)
 - Close up of construction in progress
 - Work that will be covered up (for example underground utilities or reinforcement)
 - Materials received on site, including close-ups of the material labels
 - Items that are related to conversations with the Contractor or to be discussed with Caltrans, City, Lead Design Engineer or other stakeholders
- Review and approval of Contractor's survey layouts.

- Traffic and Safety Management:
 - Ensure compliance with Contractor’s detours, lane closures and staging plans.
 - Obtain all approvals for the required traffic plans and any updates throughout the project.
 - Ensure Contractor properly provides for the safety of the workforce and public.
- Environmental Commitments services (see Environmental Commitments Record for EA 04-2G340/ID 0413000213):
 - PF HAZ-2 Aerially Deposited Lead (ADL) Work Plan: monitor contractor compliance with any additional Standard Special Provisions and provide correction notices to contractor for deficiencies (note: project designer to prepare the plan and conduct site investigation prior to construction start).
 - PF BIO-1 Migratory Birds: If a nesting bird buffer zone is established, the Biologist shall inspect nesting bird status weekly until the nest is vacated and report findings in writing to Caltrans and City.
 - PF HYD-1 Water Quality BMPs: monitor daily during construction. Provide the certified Qualified SWPPP Practitioner (QSD) required to perform all testing and inspections required in the project Storm Water Pollution Prevention Plan (SWPPP). Additionally, provide monthly inspection reports from September – April, utilizing the City’s template and issue correction notices when out of compliance. Review the SMARTS permit and notify of changes to City. Provide guidance to City of SMARTS process. Upload required SMARTS reports. Determine and assist with SMARTS close out.
 - AMM PALEO-1 Paleontological Mitigation: If paleontological deposits are discovered during construction, the Paleontologist shall provide full time paleontological monitoring during ground disturbing operations.
 - PF AES-2 Protect Existing Trees and Vegetation: monitor Contractor’s tree and vegetation protection throughout construction. Provide correction notices to Contractor for deficiencies.
 - PF AES-3 Visual Impacts from Construction: Monitor during construction. Provide correction notices to Contractor for deficiencies.
 - PF AIR-1 Idling and Access Points: monitor during construction. Provide correction notices to Contractor for deficiencies.
 - PF AIR-3 Contractor Air Quality Compliance: monitor during construction. Provide correction notices to Contractor for deficiencies. Serve as the contact for public complaints regarding dust control.
 - PF BIO-2 Vegetation Removal: Monitor during construction, provide periodic photographic documentation.
 - PF CUL-1 Discovery of Cultural Resources: If cultural materials are discovered during construction, notify and monitor work stoppage, provide immediate notification, establish no-work zone, provide the qualified archaeologist (Archaeologist), artifact assessment, and coordination with appropriate stakeholders and agencies.
 - PF CUL-2 Discovery of Human Remains: If human remains are discovered during ground disturbing activities, notify and monitor work stoppage, establish

- no-work zone, and provide immediate notification.
- PF HAZ-1 Hazardous Material: monitor during construction and provide the Hazardous Waste Specialist if needed.
- PF HAZ-3 Groundwater Sampling: monitor during construction and provide groundwater sampling, if necessary.
- PF NOI-1 Idling of Internal Combustion Engines: monitor during construction. Provide correction notices to Contractor for deficiencies.
- AMM NOI-1 Construction Noise Control Plan: monitor conformance with Contractor's plan during construction. Provide correction notices to Contractor for deficiencies.
- AMM NOI-2 Foundation Pile Holes: monitor during construction.
- AMM NOI-3 Equipment Location: monitor during construction. Provide correction notices to Contractor for deficiencies.
- MM NOI-1 Vibratory Rollers: monitor during construction. Provide correction notices to Contractor for deficiencies.
- MM NOI-2 Construction Vibration Plan: monitor during construction. Provide correction notices to Contractor for deficiencies.
- PF TRA-1 Traffic Management Plan: monitor during construction. Provide correction notices to Contractor for deficiencies.
- AMM TRA-1 Directional Signage: monitor during construction.
- PF UTI-1 Trash Management: monitor during construction. Provide correction notices to Contractor for deficiencies.
- PF UTI-2 Notify Utility Owners of Construction Schedule to Project Utilities: correspond with utility companies.
- Testing and Inspection Services:
 - Provide QAP materials testing services and additional testing and inspection requirements, as attached herein.
 - A testing and inspection agency(s) shall be under contract with and paid for by the Consultant. Consultant shall coordinate with Contractor in scheduling the testing agency services for materials testing and special inspections needed for the life of the project. This testing includes, but is not limited to, soils tests, concrete strength and welding inspection.
 - Physical oversight of the geotechnical engineer's work that relates to the design of the construction project shall be contracted by the Design Engineer. Geotechnical inspections are provided by the Design Engineer and are not provided by the Consultant.
 - Ensure that all required sign-offs are reviewed, distributed, and are in compliance with the Contract Documents.
 - Report all testing results and summaries in accordance with Caltrans LAPM, and City standards.

2.5 : Allowance for Additional Testing

- The construction contract requires Contractor to reimburse the City for re-testing results that failed inspections. The City does not, however, have an administrative mechanism to

return/rebate re-testing fees to the Consultant. The Consultant shall therefore carry a budget to pay for any additional re-testing that may be required. This allowance shall only be expended if authorized in advance, in writing, by the City.

2.6 : Public Outreach

- Issue City reviewed and approved project status updates via a monthly newsletter, webpage, or other appropriate community notification method.
- Provide contact information (phone and email) to serve as the public point of contact for the project and return messages within 24 hours.
 - Contact information will be posted to the City's public project website.

Task 3: Post-Construction Services

The Consultant shall perform the tasks below:

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3.3 : Optional Services

- To be defined as needed during project execution.
- Live camera to monitor work in progress.
- Time lapse camera throughout duration of construction.
 - Collaborate with City on options to install camera on City property or right of way providing optimal view of construction site.
 - Provide time-lapse footage every 6 months and final footage of entire build at construction completion.
 - City will utilize footage on website, social media and/or other public outreach.



WORK PLAN

Exhibit A.2 -Scope of Services

Task 1 - Pre-Construction Phase	Task 2 - Construction Phase Services
<p>Coordination with - City of Santa Rosa + Caltrans District 4 Local Assistance + FWHA + Public and Elected Officials + Permitting Agencies + Utility Companies + Residential & Business Community + SRJC + Emergency Responders + Transit</p>	
<p>Substrate shall be responsible for providing construction engineering/management services during pre-construction, construction and post-construction phases. Substrate's RE shall be actively involved in the tasks described below.</p> <p>Per our proposal, we will be providing Sunny Jhutti, PE, SE, as the Resident Engineer/Structure's Rep (Substrate), Ed Ekberg, CWI (Substrate) as our Lead Bridge Inspector and Jason Gilliam (Substrate) as our ARE/Civil Inspector. David Nguyen (Hill) and Arman Tajarrood (AZAD) make an important contribution to the team as the ASR/Bridge Inspector and ARE/Civil Inspector. As mentioned in the Staffing Plan: For year one, the primary work will be bridge construction, and Sunny, Ed, and David will perform the bulk of the work. Since the contractor will be working on both sides of the freeway two inspectors will be required. Arman Tajarrood will be assisting the first year for Traffic Control related and other Civil Inspection Items. For year two, Sunny, Ed, Jason, and Arman will handle most of the project tasks. We will utilize other inspectors, if required, during peak demands. We will have Document control throughout all phases of the project.</p> <p>Substrate shall perform the following services in accordance with professional standards and quality that prevail among professional construction managers in the region.</p> <p>Task 1: Pre-Construction Phase Services</p> <p>Substrate shall perform the tasks below:</p> <ul style="list-style-type: none"> Review 100% PS&E Plan for Value Engineering/Biddability. Prepare and coordinate Local Assistance Procedures Manual (LAPM) submittals, exhibits, and documents to Caltrans as necessary. Ensure alignment with the Caltrans Cooperative Agreement 04-3020 (Caltrans Con Coop) Become familiar with the project site, the Contract Documents and permit requirements. Provide constructability review of the Contract Documents and report out to City Project Manager on findings. Conduct pre-bid and pre-construction conferences. Coordinate and facilitate project meetings including preparation of agendas and meeting minutes. Coordinate with Caltrans, utility companies, City contractors, NPDES permitting, and adjacent private property owners. Complete preconstruction survey in coordination with the Contractor. Develop and implement a public outreach program. <p>Issue project status updates to City for City to notify the public via a monthly newsletter, webpage, or other appropriate community notification method</p> <p>Coordinate and prepare any construction signage that may be needed per grant funding or public outreach requirements, including detours of cyclists and pedestrians.</p> <ul style="list-style-type: none"> Review of project environmental documentation to ensure familiarity with all regulatory permits and mitigation measures. Environmental Commitments preconstruction services: <p>PF BIO-1 Migratory Birds: A Caltrans-approved qualified Biological monitor "Biologist" shall complete a nesting bird survey within 10-14 days prior to start of construction, if construction begins during the nesting season (February 1 – September 30). If nesting birds are discovered, the Biologist shall coordinate with Caltrans and City to establish the appropriate buffer area.</p> <p>AMM HAZ-1 Soil and Groundwater Sampling: review and comment on contractor's soil and/or groundwater management plan (if applicable).</p> <p>AMM PALEO-1 Paleontological Mitigation Plan: provide the Paleontological Mitigation Plan (PMP) by a qualified Paleontologist and submit the plan at least two weeks prior to the start of construction.</p> <p>PF AES-1 Preserve Mature Trees: provide the required Arborist and coordinate with the Biologist, Arborist and Landscape Architect to clearly mark trees for preservation and trees to be removed. Receive and review the Contractor's tree protection plan, provide feedback to City.</p> <p>MM NOI-2 Construction Vibration Plan: provide the vibration monitoring plan at least two weeks prior to start of construction.</p> <p>Deliverables:</p> <ul style="list-style-type: none"> ✓ 100% PS&E Value Engineer/Biddability Review and Comments ✓ Pre-Bid Conference, Job Walk, Sign in Sheet and Mtg Mins. ✓ Pre-Construction Photographs. ✓ Attend Preconstruction Surveys per the ECR including: WEAT Training, Bird Surveys, Soil and Groundwater Testing, Arborist, Paleontological Surveys. ✓ Pre-Construction Utility Meeting and Mins. ✓ Perform a bid analysis and bid item tabulation & summary; review the performance and payment bond documents; Recommendation for Contract Award. ✓ Project Meeting Agendas and Meeting Mins. ✓ Public Outreach Program. ✓ Supervise and manage project development for conformance with Authorities requirements, including Caltrans and Federal Requirements ✓ Develop QMP and QAP (QA/QC Plan) ✓ Coordination, Coordination, Coordination ✓ Earned value reporting, cost-to-complete projections, and change control and management summary. ✓ Biologist Pre-Surveys 	<p>Task 2: Construction Phase Services</p> <p>Substrate shall perform the tasks below:</p> <p>2.1: Project Management</p> <ul style="list-style-type: none"> Site coordination: <ul style="list-style-type: none"> Coordinate between Contractor and City, Caltrans, design team, and other agencies as necessary Communicate with Contractor, City staff and others including property owners near the site Urgent communications sent to City Project Manager and other appropriate stakeholders, flagged and with the subject line starting with "No Surprises" Compliance monitoring: <ul style="list-style-type: none"> Monitor compliance with all applicable permitting requirements including local, state and federal standards. Monitor contractor compliance with construction vibration requirements. Ensure Contractor adherence to Equal Employment Opportunity (EEO) policy. Monitor costs and schedule, and track work progress, invoices, and payments. Submit schedule shall be submitted to the City utilizing MS Project Schedule (to be coordinated with Contractor's schedule) Conduct schedule evaluation (actual vs. planned) and monitoring of critical path deadlines o Maintain daily construction and record management. Prepare and submit monthly construction progress reports, and payment requests. The monthly progress report shall be due no later than the fifth working day of the month containing at a minimum: <ul style="list-style-type: none"> Submit monthly progress reports no later than the fifth working day of the month containing at a minimum: <ul style="list-style-type: none"> Overview of work accomplished/milestones during the previous month. Overview of work to be accomplished the following month. Updated schedule based on Contractor's schedule. Contractor work progress and completion percentage in a summary form and graphs. Problem areas, if any, with proposed corrective actions. Inspections and survey reporting indicating whether the work has been performed in conformance with the approved Contract Documents. Outstanding issues with deadline-to-resolve by dates. Summary of SWPPP inspections and issues (if any). List and status of potential change orders, including estimated cost if known. List and status of potential or current claims. List of delays, including cause, from the previous month. % paid of construction contract and % of approved working days completed Minimum of 6 photographs showing work completed in the previous month. Report out on quantity of recycled concrete and asphalt. Preparation and submittal of weekly construction progress reports, minimum information provided: <ul style="list-style-type: none"> General description of weather and impacts on construction. Brief description of work performed in the previous week and work to be performed in the following week. Urgent issues. Due on the 1st working day of each week. <p>Deliverables:</p> <ul style="list-style-type: none"> ✓ Monthly Progress Payment Estimates – with Quantity Sheets ✓ Monthly Schedule Update ✓ Monthly Report ✓ Weekly Newsletter of Construction Progress



WORK PLAN

Task 2 - Construction Phase Services (CONT)	Task 2 - Construction Phase Services (CONT)
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Coordination with - City of Santa Rosa + Caltrans District 4 Local Assistance + FWHA + Public and Elected Officials + Permitting Agencies + Utility Companies + Residential & Business Community + SRJC + Emergency Responders + Transit

<p>2.2: Project Administration</p> <ul style="list-style-type: none"> Review of Contract Documents at 100% completion for familiarity with the Contract Documents. Documentation and Meetings: <ul style="list-style-type: none"> Lead and document meetings required to maintain Project timelines and costs. Lead and document weekly meetings with Caltrans and City teams to discuss Caltrans oversight items and critical path items. Coordinate weekly site meetings with the Contractor and City staff/consultants. Prepare and distribute of meeting agenda and minutes. Contract administration: <ul style="list-style-type: none"> Review working days and contract time and document time extensions. Maintain documentation similar to the Caltrans LAPM Exhibit 16-A, "Weekly Statement of Working Days". Maintain a daily inspector's report system that records hours worked by laborer and equipment with sufficient detail to permit the review of Contractor's costs of the work in a manner similar to force account. Equipment must be identified sufficiently to enable determination of the applicable rental rates and operator's minimum wage. The narrative portion of the report shall include a description of Contractor's operation and location of work and any other pertinent information. An example of the daily report forms can be found in the Caltrans Construction Manual. The daily inspector's report shall be signed and dated by the inspector. Completion of weekly working day statement. Distribute weekly to Contractor by the end of the day on the first working day of each week. Labor Compliance: <ul style="list-style-type: none"> Enforce Labor Compliance by preparing daily reports with required information. Monitoring prevailing wage rates and Certified Payrolls. Conduct spot check labor surveys and interviews in compliance with federal and state requirements and not less than monthly at least one from the prime contractor and one from each subcontractor working on site for that month. Ensure contractor adherence to Equal Employment Opportunity (EEO) policy. Ensure that the required posters and wage rates are displayed at the job site. Record Keeping: <ul style="list-style-type: none"> Maintain well organized photographic/video records. Monitor construction schedules throughout the course of construction including ensuring Contractor submits schedules in accordance with contract requirements. Track subcontractor's work and ensure contractor submits written request prior to substituting a subcontractor. Review and Approval Process: <ul style="list-style-type: none"> Review Contractor's contract execution for compliance with Contract Documents requirements, including but not limited to weekly submittal of certified payroll, labor compliance, and subcontractor utilization. Review Contractor's submittals for compliance with Contract Documents. Review Contractor's request for information and either provide information from Contract Documents upon City approval or route requests to City for resolution by Design Engineer. Payment Processing: <ul style="list-style-type: none"> Review Contractor's progress payments within five (5) days of receipt. Review backup documentation and percent complete, and resolve any discrepancies. Make recommendations to the City for payment of the payment requests, sign payment request prior to forwarding to City. Check source documents for each contract item paid and ensure invoices for federal reimbursement match payments to Contractor. Document in writing progress payment resubmittal requests to Contractor to support documentation to comply with prompt payment laws. Deliverables: <ul style="list-style-type: none"> ✓ Weekly Meeting Agendas and Meeting Mins ✓ WSOD ✓ Certified Payroll Work Record and EEO Interviews ✓ Daily Diaries ✓ Photo and Videos with Logs ✓ Subcontracting Request and Substitutions ✓ Monthly Progress Payment Estimates – with Quantity Sheets 	<ul style="list-style-type: none"> Communication and Coordination: <ul style="list-style-type: none"> Communicate with Contractor regarding acceptability of work. Monitor and document Contractor's work for any deviations in scope, schedule, or performance. Keep the City informed of and assist in resolving any issues that may arise. Coordinate the preparation of record drawings with Contractor and Design Engineer on a regular basis during construction and post-construction phases. Review drawings for "as-built" accuracy. Ensure Quality Assurance Program (QAP) compliance and coordinate Caltrans oversight and review responsibilities. 2.3: Project Change Order Monitoring and Processing <ul style="list-style-type: none"> Review and evaluate of contract change order requests and submittals. Coordinate contract change order between Contractor and City. Investigate and inspect site conditions that differ from those described in the Contract Documents. Review submittals in support of claims and disputes, and provide recommendations for resolution. Prepare independent estimates of the value of the additional work to verify the reasonableness of change orders. Process change orders according to the project schedule and coordinate response with City Representative and Lead Design Engineer. Analyze any claims from Contractor (i.e. compensation and delay) to determine whether they are excusable, inexcusable, or compensable, and prepare responses for City consideration. Process claims according to the project schedule. Reject change order requests that are determined to be invalid. 2.4: Field Inspection and Testing <ul style="list-style-type: none"> Prepare a Source Inspection Quality Management Plan (SIQMP) for Caltrans and City acceptance. Source inspection relates to all materials manufactured or fabricated away from the jobsite that will be incorporated into the final work in accordance with Caltrans Materials Engineering and Testing Services as applicable to the Caltrans and City source inspection and material acceptance activities. Upon completion of all work, provide the Caltrans oversight RE and oversight Structural Representative with a stamped letter stating that approved SIQMP procedures were followed during the life of the project. Provide all required actions of the Structural Representative within the Caltrans Con Coop. Perform field inspection and other quality assurance activities including necessary materials testing or special inspections. Includes project coverage overnight when contractor is performing night work. Review and inspect Contractor's work for compliance with Contract Documents on a daily basis. Consultant shall have access to a current copy of the Contract Documents on site at all times Monitor corrective actions taken by the Contractor needed to fix work that is not in compliance with Contract Documents. Submit field inspection diaries to be signed and submitted weekly. Maintain digital photos with date and time stamp of work in progress. Photos shall be taken daily during active construction on site and shall at a minimum document: <ul style="list-style-type: none"> The overall construction work occurring (wide view) Close up of construction in progress Work that will be covered up (for example underground utilities or reinforcement) Materials received on site, including close-ups of the material labels Items that are related to conversations with the Contractor or to be discussed with Caltrans, City, Lead Design Engineer or other stakeholders Review and approval of Contractor's survey layouts. Traffic and Safety Management: <ul style="list-style-type: none"> Ensure compliance with Contractor's detours, lane closures and staging plans. Obtain all approvals for the required traffic plans and any updates throughout the project. Ensure Contractor properly provides for the safety of the workforce and public. Environmental Commitments services: PF HAZ-2 Aerially Deposited Lead (ADL) Work Plan, PF BIO-1 Migratory Birds, PF HYD-1 Water Quality BMPs: AMM PALEO-1 Paleontological Mitigation; PF AES-2 Protect Existing Trees and Vegetation, PF AES-3 Visual Impacts from Construction, PF AIR-1 Idling and Access Points, PF AIR-3 Contractor Air Quality Compliance, PF BIO-2 Vegetation Removal, PF CUL-1 Discovery of Cultural Resources, PF CUL-2 Discovery of Human Remains, PF HAZ-1 Hazardous Material, PF HAZ-3 Groundwater Sampling, PF NOI-1 Idling of Internal Combustion Engines, AMM NOI-1 Construction Noise Control Plan, AMM NOI-2 Foundation Pile Holes, MM NOI-1 Vibratory Rollers; NOI-2 Construction Vibration Plan, PF TRA-1 Traffic Management Plan, AMM TRA-1 Directional Signage, PF UTI-1 Trash Management, PF UTI-2 Notify Utility Owners of Construction Schedule to Project Utilities.
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WORK PLAN

Task 2 - Construction Phase Services (CONT)	Task 3 – Post Construction Phase Services
Coordination with - City of Santa Rosa + Caltrans District 4 Local Assistance + FWHA + Public and Elected Officials + Permitting Agencies + Utility Companies + Residential & Business Community + SRJC + Emergency Responders + Transit	
<p>Deliverables:</p> <ul style="list-style-type: none"> ✓ Change Orders and Memos ✓ SIQMP ✓ Source Inspection Diaries and Results ✓ Material Tester Diaries <p>2.4 Testing and Inspection Services:</p> <ul style="list-style-type: none"> • Provide QAP materials testing services and additional testing and inspection requirements, as attached herein. • A testing and inspection agency(s) shall be under contract with and paid for by the Consultant. Consultant shall coordinate with Contractor in scheduling the testing agency services for materials testing and special inspections needed for the life of the project. This testing includes, but is not limited to, soils tests, concrete strength and welding inspection. • Physical oversight of the geotechnical engineer’s work that relates to the design of the construction project shall be contracted by the Design Engineer. <p>Geotechnical inspections are provided by the Design Engineer and are not provided by the Consultant.</p> <ul style="list-style-type: none"> • Ensure that all required sign-offs are reviewed, distributed, and are in compliance with the Contract Documents. • Report all testing results and summaries in accordance with Caltrans LAPM, and City standards. <p>2.5: Allowance for Additional Testing</p> <ul style="list-style-type: none"> • The construction contract requires Contractor to reimburse the City for re-testing results that failed inspections. The City does not, however, have an administrative mechanism to return/rebate re-testing fees to the Consultant. The Consultant shall therefore carry a budget to pay for any additional re-testing that may be required. This allowance shall only be expended if authorized in advance, in writing, by the City. <p>2.6: Public Outreach</p> <ul style="list-style-type: none"> • Issue City reviewed and approved project status updates via a monthly newsletter, webpage, or other appropriate community notification method. • Provide contact information (phone and email) to serve as the public point of contact for the project and return messages within 24 hours. • Contact information will be posted to the City’s public project website. <p>Deliverables:</p> <ul style="list-style-type: none"> ✓ Material Test Results (Soil, Concrete, Steel, Welding, Bolting, etc.) ✓ Source Inspection Diaries and Results ✓ Testing Logs ✓ Concrete Pour Records 	<p>Task 3: Post-Construction Services</p> <p>The Consultant shall perform the tasks below:</p> <p>3.1: Substantial and Final Completion</p> <ul style="list-style-type: none"> • Prepare and document a 90% construction milestone meeting with all remaining items and partnering solutions to bring the Project to an accurate and efficient completion. • Notify and coordinate with the City Project Manager when the Notice of Acceptance and Notice of Completion are ready for the project. • Conduct site inspection to determine if facilities are complete and in compliance with Contract Documents. • Prepare punch-lists and inspect punch-list corrective actions. • Finalize all contract bid items payment, change orders, and resolution of claims. • Make recommendations to City regarding release of payments and retention to Contractor. • Review Contractor’s Operations & Maintenance manuals, record drawings and warranties for completeness and accuracy. • Complete the As-Built submission to Caltrans and receive approval of the documentation closeout required for the Project. • As the subject matter expert, organize and prepare City deliverables and complete close out of the project with Caltrans. • Prepare environmental mitigation reporting. • Prepare the necessary project closeout documentation to meet federal and state requirements and the Contract Documents. • Set-up and coordinate Contractor-provided training of City staff as required by the Contract Documents and as necessary to ensure appropriate City personnel are adequately trained and familiar with the new equipment. <p>3.2: Record Compilation and Coordination</p> <ul style="list-style-type: none"> • Prepare and submit a complete set of organized construction contract documentation. • Prepare a final construction project report per Chapter 17 of the Caltrans LAPM. • Establish a record file which supports: 1) adequacy of field control, 2) conformance to Contract Documents, and 3) payments to Contractor. Maintain the file in complete, and organized manner that permits inspection by the local agency, Caltrans and FHWA. An example of a project filing system can be found in the LAPM, Chapter 16. • Utilize an electronic document project filing program/system to track and distribute project drawings and specifications using Procore or approved equal. • Obtain warranty and lien release information from Contractor and filing a Notice of Completion. • Respond to and coordinate with Contractor or responsible party to repair and/or replace defective work items that are included in the project’s 1-year warranty period, which may extend to one year from the Notice of Completion. • Return to the site at month 10 of the 12-month warranty period and review operating conditions with City staff in order to identify any outstanding issues related to the project. • Resolve any warranty issues. <p>3.3: Optional Services</p> <ul style="list-style-type: none"> • 4D BIM 360 Model of bridge. <p>Deliverables:</p> <ul style="list-style-type: none"> ✓ 63-Category Project Files. ✓ Punchlists ✓ As-Builts ✓ Prepare PFE ✓ Post Construction Photographs ✓ USB of All Documents

Project Approach and Work Plan



PROJECT GOALS

Our project approach for the **Highway 101 Bicycle/Pedestrian Overcrossing Project** is developed to achieve successful project delivery while having the following goals in mind:

A safely constructed project, with a “No Injury” goal.	High-quality project that meets all spec requirements.
Delivered on or ahead of time and within budget.	Positive public perception for the project.
Help the Contractor be successful to complete project.	Constructed to the Satisfaction of the City of Santa Rosa.
Foster trust and fairness with all project participants.	Proactively identify issues and find solutions.
Manage changes to minimize costs.	Effectively communicate with all involved entities.
Dedicate the team for the entire length of the project.	Identify Risks Early to Mitigate, Minimize, or Avoid them.

With the **Project Specific Construction Management Plan (CMP)** as a tool, Substrate will ensure Quality Control and Quality Assurance of all deliverables for this project. **Substrate has already started working on the CMP. The construction management firm’s responsibility is to ensure that the construction improvements are constructed in accordance with the plans and specifications and delivered safely on time and within budget.**

To meet this goal, we will:

- ✓ Provide qualified staff, specialty inspectors, or sub-consultants in all disciplines involved in the project that have worked on projects like this before. Integrate with City Staff as part of their Staff Extension.
- ✓ Create a collaborative team with all stakeholders, including the Contractor.
- ✓ Thoroughly document all activities and properly track all documents generated during construction.
- ✓ Coordinate with all involved entities (Contractor, City, residents, businesses, various regulatory agencies, utility companies, and other stakeholders).



We always keep the City’s Project Manager fully informed to avoid surprises. We see ourselves first and foremost as an extension of the City’s Staff, their eyes and ears, and their trusted colleagues. During the construction, it is our goal to work as a team with the Contractor; to try to prevent them from running into problems and delays; and to make sure that each new construction process starts out in conformance with the project documents. This will ensure that the rework is kept to a minimum and that the project stays on schedule and minimizes the issuance of “non-conformance” reports.



This is the key attitude that allows us to work so effectively with the Contractor is that of being in "collaboration" with him and his subcontractors, with a commitment to get the project completed on time and within budget, while at the same time keeping an ethical separation and protecting the City from Cost and Schedule impacts and by ensuring we obtain the highest quality work product.

RISK MANAGEMENT

Our **Risk Management Strategy** starts with a comprehensive constructability review of the plans, specs, and estimates. Identifying and preparing for potential risks is an important early action. We at Substrate have developed a project specific **Risk Matrix**. For each risk identified, we assess probability and impact, define the best way to manage the risk, and propose mitigation or elimination strategies. We have consistently satisfied our previous clients by reasons of experience in performing work of the same or similar nature.

COST CONTROL

Cost control is critical for any construction project. **Substrate will implement the most cost-effective solutions** that meet the design intent of the project and employ these strategies from the outset, as we understand that time is money for everyone. **As the City well knows, once a project starts, the construction process is a lot like a moving train, and late changes or right of way delays cost the project time & money.** We eliminate this by finding issues early and mitigating them. We work to help the contractor get their ducks in a row by looking at Schedule Activities and Durations and anything the Contractor may have overlooked.

Substrate practices tight cost control for the City's project and acts as stewards of Federal Funds. Our team members are experts in construction costs and determining appropriate payments for Change Order based on Independent Cost Estimates developed by our team that includes former general contractors. **We will ensure that the contractor does not unfairly lose money, while at the same time making sure they do not earn a windfall. This is Substrate's "firm but fair" approach to Cost Management.**

We will regularly track the Contractor's Progress Payments vs Schedule Milestones, not only to ensure we are hitting our target dates, but also to make sure we reach our Earned Value targets and get that nice "S" Curve. Substrate Track's CM costs on a monthly basis and provides detailed report including Earned Value and "S-Curves". Should the costs begin to look awry, Sunny will inform the City immediately and take appropriate action to mitigate or adjust staffing. Substrate is committed to delivering all projects within a reasonable CM cost and has an exemplary track record on control CM costs.

SCHEDULE MANAGEMENT

Schedule Management is one of the most critical aspects of Construction Management after cost management. Substrate always starts this process by brainstorming all the construction activities required to build the project, **developing realistic activity durations and creating an Independent Critical Path Method (CPM) Schedule. Based upon reviewing the Plans and Specifications, a critical part of the success of this project is ordering and procuring long lead time Steel Fabricated Components as the first order of work and constructing the bridge foundations and Approach Structures in Year 1. Therefore, the Principal Span can be constructed on Falsework the following year.** Our independent schedule was based on these criteria, and we confirmed a **450 WD (375 WD plus 75 WD) project duration.** We will use this Schedule as a tool to evaluate the Contractor's performance, and:

- ✓ Using the independent schedule, Substrate will critically evaluate the Contractor's Initial Baseline Schedule and determine any pitfall they may have in their logic, exaggerated activity durations, and/or missing activities. This also helps us mitigate exaggerated delay claims by the Contractor by the use of Owner Float.
- ✓ Substrate will also accurately record the work completed, to detect any potential delays, and review the contractor's plan for recovery measures to get the project back on track.
- ✓ We will negotiate any schedule adjustments that could be a result of weather, change orders, utility delays, or other impacts and make recommendations to the City.

In terms of Schedule Recovery, Substrate always evaluates methods of speeding up Construction and utilizes these methods on every project the work on. These include: Eliminating or Combining Construction Stages, Acceleration or Crashing by bringing more resources, Working out of sequence or on non-critical path items, and Developing Innovative Solutions, Methods, or Materials.

Substrate Quality Assurance

Substrate will develop and maintain the Quality Assurance Program throughout the progress of the project, which will include the observation and monitoring of the work in compliance with the approved plans and specifications. All team members will be fully apprised of the project construction documents, including Caltrans Construction Manual, Bridge Construction Record and Procedures Manual, and the LAPM.

QAP for the Hwy 101 Bicycle/Pedestrian Overcrossing Project	
QAP Elements	QAP Protocol
<p>QCP Communication</p> <ul style="list-style-type: none"> • City PM • Resident Engineer and Inspectors • Materials Testing Sub-consultant • Contractor <p>Substate utilizes e-file "Egynte" management system in the same format as our CAT File Records 1-63 to allow project team members 24/7 access to all project files.</p>	<ul style="list-style-type: none"> ✓ Substrate's Resident Engineer will be the single point of contact with the City PM for day-to-day administration of the project(s) and will be responsible for all formal construction contract communication with the Contractor. ✓ Correspondence concerning sensitive issues change orders, additional costs, and claims will be reviewed with the City PM before issuance to the contractor. ✓ Substrate will utilize City forms and our inspectors are authorized to issue field memos to the contractor on account of non-compliance and or safety violations.
<p>QCP Submittal Review</p> <ul style="list-style-type: none"> • Maintain Submittal Log • Review Submittal Log at Preconstruction and Weekly Meetings • Update submittal activities on CPM progress schedule monthly updates • Identify submittal review routing path - City, Designer and Agencies • Clearly and contractually define submittal review acceptance and all non-compliance issues 	<ul style="list-style-type: none"> ✓ Substrate Resident Engineer will require the contractor to use City approved submittal and review routing forms for the record, processing and status of all submittals. When a submittal is received from the contractor and logged by the office engineer our RE/SR will perform an initial review of the submittal for completeness, conformance to the contract, number of copies, and inclusion of correct coding on the tracking form. ✓ If incomplete, our RE/SR will issue response letter to the contractor which bullets each issue, contractually, without delay. The CM team will clearly note the reasons for the return of the submittal and highlight that the submittal is outstanding during each weekly mtg.
<p>QCP Materials Field and Source Inspection</p> <ul style="list-style-type: none"> • Verification of Contractor's QC process • Verification inspection methods • Confirm Test Methods • Ensure testers are properly certified • Ensure Lab Tech and Lab is Caltrans Approved • Provide Witness Test to verify sampling and testing 	<ul style="list-style-type: none"> ✓ The CM team will coordinate with the contractor for all necessary quality assurance materials testing and inspection for the project, including material sampling/testing services at the source, in order to ensure compliance with the special provisions of the project. ✓ The construction management staff will maintain files of all material sampling and testing records and log all test results. Materials deemed non-compliance will be documented, tagged and will not be allowed in the work until proven acceptable.
<p>QCP Audit</p> <ul style="list-style-type: none"> • Ensure sampling and testing is being performed per contract requirements • Verify Sampling and Test Methods • Verify Technicians and Lab are properly certified. • Make recommendations for QCP improvement • Meet with City PM and review audit findings and ensure the City our records and procedures pass Caltrans Federal Audit 	<ul style="list-style-type: none"> ✓ Throughout the work, Substate Quality Assurance Manager, Sunny Jhutti will frequently review project records to ensure that our CM team and field office operations are operating in accordance with the project contract, policy, and procedures. ✓ Further this audit will ensure our QAP will pass a Caltrans federal audit and confirm the contractor is performing the work in strict accordance with the contract documents. ✓ Our RE/SR will discuss all issues as they occur with the City PM and implement the QAM audit recommendations. It is important to note that our QAM audits are non-billable to the City.

Project Close-Out

Sunny and the team will prepare an initial punch list for each item of work as it nears completion and consolidate the initial comments into a final punch list. We use a punch list document to identify problems and deficiencies in advance. This punch list report creates the opportunity to take care of issues in advance, prior to the project closeout stage. This process facilitates close-out efforts and assures that problems and deficiencies are identified and resolved early and assist the City in Final Inspection and Acceptance. After acceptance of work, Sunny will prepare a proposed final estimate (PFE), including release of retention and finalization of pay terms, contract change orders and any claim settlement. Upon receipt of written acceptance by Contractor of the PFE, Sunny will review the as-built and provide a redline As-Built set for transmittal to Engineer of Record and Caltrans. Final reports required for project acceptance and reimbursement of federal funds as outlined in Chapter 17 will also be prepared by Sunny.

Exhibit B - Compensation

Way 101 Bicycle/Pedestrian Overcrossing Project - City of Santa Rosa																																						
Cost Proposal for PHASE 1 of the Project - NTE \$1,800,000.00																																						
Name	Company	Classification	Preconstruction												Construction Management Services												Subtotal Labor Hrs 2025/2026	Subtotal Labor Hrs 2027	Direct Rate	Overhead	Fee	Bill Rates 2025/2026	Bill Rates 2027	Total				
			Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	Jan-27	Feb-27	Mar-27	Apr-27	May-27	Jun-27	Jul-27	Aug-27	Sep-27	Oct-27	Nov-27															
Sunny Jhutti, PE, SE	Substrate, Inc	Resident Engineer/Struct Rep	100	96	96	96	96	96	96	96	96	96	96	96	24	24	24	96	96	96					964	359	\$ 85.00	105.0%	10%	\$	191.68	\$	197.43	\$	255,650.36			
Edwin Ebberg	Substrate, Inc	ARE/ASE - Lead Bridge Inspector	160	160	160	160	160	160	160	160	160	160	160					1200	160	160					1280	480	\$ 82.40	105.0%	10%	\$	185.81	\$	191.39	\$	329,704.81			
Jason Gilliam	Substrate, Inc	ARE - Senior Civil Inspector	80																120	120					80	240	\$ 75.00	105.0%	10%	\$	169.13	\$	174.20	\$	55,337.70			
David Nguyen	Hill International	ASR - Senior Bridge Inspector	160	160	160	160	160	160	160	160	160	160	80												1200	0	\$ 92.70	145.0%	10%	\$	249.83	\$	257.32	\$	299,791.80			
Arman Tajanrad	AZAD Engineering	ARE - Roadway Inspector	160	160	160	160	160	160	160	160	160	160													960	480	\$ 103.00	120.50%	10%	\$	249.92	\$	257.41	\$	363,479.49			
Mike McKie	Hill International	Document Control	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	288	192	\$ 50.92	182.99%	10%	\$	158.52	\$	163.27	\$	77,061.86			
Material Testing	BSK Associates	Subconsultant Material Tester (Soil Compaction, Concrete Cylinders, HMA Density, Stability, Cores, LA Rattler, Gamma-Gamma, etc)																																		\$	218,093.40	
Matt Chipare	OPAC Consulting Engineers	Cable Stay and Erection Engineer - Technical Reviewer - ODC																																		\$	22,867.58	
Martin Cooper	VAK	Falsework Technical Reviewer - ODC																																		\$	5,000.00	
BioMAAS	Biologist, Paleontological & Arborist	Subconsultant - Biologist, Arborist & Paleontological																																		\$	40,328.93	
Ryan Long	Public Outreach (Local)	Subconsultant - Public Outreach																																		\$	58,200.00	
QA Surveyor	Cinquini & Passafium (Local)	Subconsultant - Surveyor																																		\$	68,047.61	
QA SWPPP Inspection	Verux Inc (Local)	ODC Vendor																																		\$	9,480.00	
<p>Assumptions:</p> <p>Original \$1.8M NTE contract (with \$200K City-owned Contingency) to take project from March 2026 to June 30, 2027.</p> <p>Preconstruction: March 2026 - Preconstruction Photo and Video Documentation, Tree Trimming and Removal, Submittal Review.</p> <p>April 2026 - Dec 2026 & April 2027 - Dec 27: Full Construction Management - Field Inspection, Meetings, Submittal Review, QA, etc.</p> <p>Sunny Jhutti PM/RE. Ed Ebberg and David FT Inspectors Year 1 (Bridge Construction), Arman Part time first year and Ed Ebberg and Arman Full-Time Inspector Year 2. Jason PT Year 2.</p> <p>PM Services included in Fee (No Charge). No Travel Time Costs. Administrative cost such as Certified Payrolls are covered in the loaded rate for Sunny Jhutti.</p> <p>1st Working day to be March 3, 2025 for pricing assumption.</p> <p>Approx 380 WD construction duration (with 75 WD weather days).</p> <p>Material Testing for Soil, Concrete, Steel and HMA by BSK. Source Inspection BSK.</p> <p>CT-233 Gamma-Gamma Testing assumes multiple mobilizations.</p> <p>There are no additional costs for vehicles, laptops, cell phones, all equipment, etc as it is all captured in the Overhead Rate.</p> <p>Assume 40 QA Swppp inspections.</p> <p>Cost Proposal is valid for 180 Days</p>																																						
<p>By:  Sundeeep Jhutti, President</p> <p>Date: 11/6/25</p>																																						
<table border="1" style="width: 100%; text-align: right;"> <tr> <td>Subtotal</td> <td>\$</td> <td>1,800,000.00</td> </tr> <tr> <td>Not To Exceed</td> <td>\$</td> <td>1,800,000.00</td> </tr> <tr> <td>City-Owned Contingency</td> <td>\$</td> <td>200,000.00</td> </tr> <tr> <td>Total Not To Exceed</td> <td>\$</td> <td>2,000,000.00</td> </tr> </table>																											Subtotal	\$	1,800,000.00	Not To Exceed	\$	1,800,000.00	City-Owned Contingency	\$	200,000.00	Total Not To Exceed	\$	2,000,000.00
Subtotal	\$	1,800,000.00																																				
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Total Not To Exceed	\$	2,000,000.00																																				



EXHIBIT C:

FEDERAL PROVISIONS

FEDERAL PROVISIONS

Federally Funded Projects. This Project is funded in whole or in part by federal funds and subject to the following federal requirements under the terms of the funding agreement(s) between City and the federal agency or agencies providing federal funds, which are fully incorporated by this reference and made part of this Agreement. Copies of any funding agreement between City and a funding agency will be made available upon request.

1.1 Equal Opportunity. During the performance of this Agreement, the Consultant agrees as follows:

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

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

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

(D) The Consultant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representatives of the Consultant's commitments under this Section, and will post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

(G) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this Agreement or with any of the rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further federal government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the United States Secretary of Labor, or as otherwise provided by law.

(H) The Consultant will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the United States Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subconsultant or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the City or funding agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a Subconsultant or vendor as a result of such direction by the City or funding agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

2.1 Davis-Bacon Act. Consultant must comply with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) and the requirements of 29 CFR Part 5 as may be applicable, including the provisions in 29 CFR § 5.5(a), which are attached hereto and

incorporated herein by reference. Consultant will pay wages to laborers and mechanics, not less than once a week, and at a rate not less than the current federal prevailing wages specified in the Davis-Bacon Act Wage Determination attached hereto and incorporated herein. By entering into this Agreement, Consultant accepts the attached Wage Determination. Consultant and Subconsultants must insert the requirements in 29 CFR § 5.5(a) in full into subcontracts of any tier. *<The current Davis-Bacon Act Wage Determination, which may be accessed at <https://sam.gov/content/wage-determinations>, must be printed and included with the Agreement. Additionally, the current provisions at 29 CFR § 5.5(a), which may be accessed at <https://www.ecfr.gov/current/title-29/subtitle-A/part-5/subpart-A/section-5.5>, should be printed and included with the Agreement. Refer to the applicable Notice of Funding Opportunity or other program guidance and/or contact the federal funding agency representative for additional information on how to implement this requirement and any other required contract provisions for compliance with the Davis-Bacon Act and related acts and incorporate the federal agency-specific requirements, as appropriate.>*

3.1 Copeland “Anti-Kickback” Act. Consultant will comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this Agreement. Consultant and Subconsultants must insert this requirement into subcontracts of any tier. Consultant is responsible for compliance with these requirements by each Subconsultant of any tier.

4.1 Contract Work Hours and Safety Standards Act. In addition to the California state law requirements in Article 9 of the General Conditions, Consultant and each Subconsultant must comply with the requirements of the federal Contract Work Hours and Safety Standards Act (“CWHSSA”), as set forth in 40 U.S.C. §§ 3701-3708, as supplemented by the regulations set forth in 29 CFR Part 5, including 29 CFR § 5.5(b), as may be amended from time to time, which are fully incorporated herein, including:

(A) **Overtime Requirements.** No Consultant or Subconsultant contracting for any part of the Work which may require or involve the employment of laborers or mechanics will require or permit any such laborer or mechanic in any workweek in which he or she is employed on such Work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(B) **Violation; Liability for Unpaid Wages; Liquidated Damages.** In the event of any violation of the clause set forth in (A), above, the Consultant and any Subconsultant responsible therefor will be liable for the unpaid wages and interest from the date of the underpayment. In addition, such Consultant and Subconsultant will be liable to the United States for liquidated damages. The liquidated damages will be computed with respect to each individual laborer or mechanic, including watchpersons and guards,

employed in violation of the clause set forth in (A) of this Section, in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by clause set forth in (A) of this Section.

(C) ***Withholding for Unpaid Wages and Liquidated Damages.***

(1) *Withhold Process.* The City may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Consultant so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the Consultant or any Subconsultant for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this Section, any other Federal contract with the same Consultant, or any other federally assisted contract subject to the CWHSSA that is held by the same Consultant (as defined in 29 CFR § 5.2). The necessary funds may be withheld from the Consultant under this Agreement, any other Federal contract with the same Consultant, or any other federally assisted contract that is subject to the CWHSSA and is held by the same Consultant, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the Consultant liability for which the funds were withheld.

(2) *Priority to Withheld Funds.* The Department of Labor has priority to funds withheld or to be withheld in accordance with 29 CFR § 5.5(a)(2)(i) or 29 CFR § 5.5(b)(3)(i), or both, over claims to those funds by: (a) a contractor's sureties, including without limitation performance bond sureties and payment bond sureties; (b) a contracting agency for its re-procurement costs; (c) a trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate; (d) a contractor's assignee(s); (e) a contractor's successor(s); or (f) a claim asserted under the Prompt Payment Act (31 U.S.C. §§ 3901–3907).

(D) ***Subcontracts.*** Consultant and Subconsultants must insert in any subcontracts the clauses set forth in this Section and a clause requiring Subconsultants to include these clauses in any lower tier subcontracts. The Consultant is responsible for compliance by any Subconsultant or lower tier Subconsultant with the clauses set forth in this Section. In the event of any violations of these clauses, the Consultant and any Subconsultant(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier Subconsultants, and associated liquidated damages and may be subject to debarment, as appropriate.

(E) ***Anti-Retaliation.*** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce,

blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- (1) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the CWHSSA or its implementing regulations in 29 CFR Part 5;
- (2) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR Part 5;
- (3) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR Part 5; or
- (4) Informing any other person about their rights under CWHSSA or 29 CFR Part 5.

(F) **CWHSSA Required Records.** To the extent that the Agreement is subject only to the CWHSSA and not to any of the other Laws referenced in 29 CFR § 5.1, Consultant and its Subconsultants must maintain regular payrolls and other basic records during the course of the Work and must preserve them for a period of three years after all the Work on the Agreement is completed for all laborers and mechanics, including guards and watchpersons, working on the Agreement. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of Work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid. The records must be made available by the Consultant or Subconsultant for inspection, copying, or transcription by authorized representatives of the City and the Department of Labor, and the Consultant or Subconsultant will permit such representatives to interview workers during working hours on the job.

5.1 Rights to Inventions. If the federal funding for this Agreement meets the definition of "funding agreement" under 37 CFR § 401.2(a) and constitutes an agreement between the City and a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency, will apply to this Agreement and are fully incorporated into the Agreement by this reference.

6.1 Clean Air Act. If the Agreement is for an amount in excess of \$150,000, Consultant and each Subconsultant must comply with the requirements of the Clean Air

Act, as amended, (42 U.S.C. §§ 7401-7671q), and all applicable standards, orders, and regulations issued pursuant thereto, which are fully incorporated into the Agreement by this reference, including requirements for reporting violations to the City, federal awarding agency, and the applicable Regional Office for the Environmental Protection Agency. Consultant and Subconsultants must insert this requirement into subcontracts of any tier in excess of \$150,000.

7.1 Federal Water Pollution Control Act. If the Agreement is for an amount in excess of \$150,000, Consultant and each Subconsultant must comply with the requirements of the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), and all applicable standards, orders, and regulations issued pursuant thereto, which are fully incorporated into the Agreement by this reference, including requirements for reporting violations to the City, federal awarding agency, and the applicable Regional Office for the Environmental Protection Agency. Consultant and Subconsultants must insert this requirement into subcontracts of any tier in excess of \$150,000.

8.1 Suspension and Debarment. This Agreement is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. Consultant is required to verify that none of its principals, as defined at 2 CFR § 180.995, or its affiliates, as defined at 2 CFR § 180.905, are excluded or disqualified, as defined at 2 CFR §§ 180.935 and 180.940. Consultant must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and must include a provision requiring compliance with these regulations in any subcontract of any tier. If it is later determined that the Consultant did not comply with the applicable subparts, in addition to remedies available to City, the federal government may pursue available remedies, including, but not limited to, suspension and/or debarment. By submitting a bid and entering into this Agreement, Consultant agrees to comply with these requirements.

9.1 Byrd Anti-Lobbying Amendment. If the Agreement is for an amount in excess of \$100,000, Consultant must comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) and file the certification provided at 44 CFR Part 18, Appendix A, and any disclosures, with the City. Each tier certifies to the tier above that it will not and has not used federal-appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier will also disclose any lobbying with non-federal funds that

takes place in connection with obtaining any federal award. Such disclosures will be forwarded from tier to tier up to the recipient who in turn will forward the disclosure(s) to the federal awarding agency.

10.1 Procurement of Recovered Materials. The requirements of § 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 at 42 U.S.C. § 6962, apply to this Agreement and are fully incorporated into the Agreement by this reference. For individual purchases of \$10,000 or more, Consultant will make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired (A) competitively within the Agreement schedule, (B) in conformance with Agreement performance requirements, or (C) at a reasonable price. Information on this requirement, including a list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guidelines website: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

11.1 Prohibition on Covered Telecommunications. Federal loan or grant funds must not be obligated or expended to procure or obtain covered telecommunications equipment or services, extend or renew a contract to procure or obtain covered telecommunications equipment or services, or enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services, as further specified in 2 CFR § 200.216, which is fully incorporated into the Agreement by this reference. "Covered telecommunications equipment or services" means any of the following: telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); telecommunications or video surveillance services provided by such entities or using such equipment; or telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. The term "covered telecommunications equipment or services" also includes systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Consultant will include this provision in all subcontracts or purchase orders in connection with the Work.

12.1 Domestic Preferences for Procurements. The City should, to the greatest extent practicable and consistent with Laws, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, as further specified in 2 CFR § 200.322, which is fully incorporated into the Agreement by this reference, including, but not limited to, iron, aluminum, steel, cement, and other manufactured products, as specified therein. The requirements of 2 CFR § 200.322 must be included in all subcontracts and purchase orders for Work or products under the federal award. *<Consult the federal funding agency representative for additional requirements pertaining to domestic preferences under the Build America, Buy America Act, if applicable, and incorporate the federal agency-specific requirements, as appropriate.>*

13.1 Title VI Assurances. The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a consultant to contain Appendices A and E of the Title VI Assurances. The requirements of Appendix A and Appendix E, set forth below, are terms of this Agreement and Consultant and each Subconsultant must comply with the requirements the Title VI Assurances Appendices A and E. Consultant must include the Title VI Assurances Appendices A and E in all subcontracts to perform work under the contract.

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

- a. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- b. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including

employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

- c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - ii. cancellation, termination or suspension of the Agreement, in whole or in part.
- f. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event

CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX E

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing

entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).