

SURVEYING AGREEMENTS

- Elie Farah, Inc.
- Guida Surveying, Inc.
- Martinez Architects, Inc.
- MNS Engineers, Inc.
- Stantec Consulting Services, Inc.
- TAIT & Associates, Inc.
- Towill, Inc.
- Transtech Engineers, Inc.

Elie Farah, Inc.

PROFESSIONAL SERVICES AGREEMENT ON-CALL FOR SURVEYING

THIS AGREEMENT for Professional Services ("Agreement") is made this _____ day of _____, 2017 ("Effective Date") by and between the City of Commerce ("City") and Elie Farah, Inc. ("Contractor") together sometimes referred to the ("Parties").

SECTION 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in the Scope of Work attached as Exhibit A and incorporated here. Such work shall be provided at the time and place and in the manner specified in Exhibit A. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

- 1.1 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end three years after the Effective Date. Contractor shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended as provided for in Section 7. The time provided to Contractor to complete the services required by this Agreement shall not affect City's right to terminate the Agreement, as provided for in Section 7.
- 1.2 Standard of Performance.** Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner including the necessary expertise or knowledge of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession and to the sole satisfaction of the Contract Administrator.
- 1.3 Assignment of Personnel.** Contractor shall assign only competent personnel to perform services pursuant to Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons. Contractor shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 Time.** Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to satisfy Contractor's obligations hereunder.
- 1.5 Authorization to Perform Services.** Contractor is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from City's project representative.

SECTION 2. COMPENSATION. City hereby agrees to pay Contractor in accordance with the payment schedule as set forth in Exhibit B, attached hereto and incorporated herein by reference as though set forth in full, based upon work completed, as defined in Exhibit A. In the event of a conflict between this Agreement and Exhibit A regarding the amount of

compensation, this Agreement shall prevail. City shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all invoices to City in the manner specified herein. Except as specifically authorized in advance by City, Contractor shall not bill City for duplicate services performed by more than one person.

- 2.1 **Invoices.** Contractor shall submit invoices monthly during the term of this Agreement, based on the work completed. Invoices shall identify the project being worked on and detail of services performed.
- 2.2 **Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Contractor.
- 2.3 **Total Payment.** City shall not pay any additional sum for any expense or cost whatsoever incurred by Contractor in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.
- 2.4 **Payment of Taxes.** Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any federal or state taxes.
- 2.5 **Payment upon Termination.** In the event that City or Contractor terminates this Agreement pursuant to Section 7, City shall compensate the Contractor for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Contractor shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

SECTION 3. EQUIPMENT. Except as otherwise provided, Contractor shall, at its sole cost and expense, provide all supplies and equipment necessary to perform the services required by this Agreement.

SECTION 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Contractor, at its own cost and expense, shall procure the types and amounts of insurance checked below and provide Certificates of Insurance, indicating that Contractor has obtained or currently maintains insurance that meets the requirements of this section and which is satisfactory, in all respects, to City. Contractor shall maintain the insurance policies required by this section throughout the term of this Agreement. Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. All insurance coverage and limits provided by Contractor and available or applicable under 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.

4.1 Workers' Compensation. Contractor shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance Shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Contractor may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Contractor, if a program of self-insurance is provided, shall waive all rights of subrogation against City and its officers, officials, employees, and authorized volunteers for loss arising from work performed under this Agreement.

4.2 Commercial General Insurance and Automobile Liability Insurance.

4.2.1 Commercial General Liability Insurance: Contractor, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) per occurrence, combined single limit coverage of \$2,000,000 in the general aggregate, for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (per occurrence). Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (per accident). No endorsement shall be attached limiting the coverage.

4.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. Any failure of Contractor to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

4.3 Professional Liability Insurance.

4.3.1 General requirements. Contractor, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions.

4.3.2 Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Contractor must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. City shall have the right to exercise, at the Contractor's sole cost and expense, any extended reporting provisions of the policy, if the Contractor cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to City prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

4.4.1 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A-.

4.4.2 Verification of coverage. Prior to beginning any work under this Agreement, Contractor shall furnish City with Certificates of Insurance, and upon request, complete certified copies of all policies, including

complete certified copies of all endorsements. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

4.4.3 Notice of Reduction in or Cancellation of Coverage. A certified endorsement shall be attached to all insurance obtained pursuant to this Agreement stating that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified, mail, return receipt requested, has been given to City. In the event that any coverage required by this section is reduced, limited, cancelled, or materially affected in any other manner, Contractor shall provide written notice to City at Contractor's earliest possible opportunity and in no case later than ten (10) working days after Contractor is notified of the change in coverage.

4.4.4 Additional insured; primary insurance. City and its officers, employees, agents, and authorized volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor; products and completed operations of Contractor, as applicable; premises owned, occupied, or used by Contractor; and automobiles owned, leased, or used by the Contractor in the course of providing services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or authorized volunteers.

A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by City shall be called upon to contribute to a loss under the coverage.

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

4.4.6 Variation. The City Attorney may approve in writing a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that City's interests are otherwise fully protected.

4.4.7 No policy required hereunder shall prohibit Contractor from waiving any right with regard to the Indemnities set out below in Section 5.

4.5 Remedies. In addition to any other remedies City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Contractor's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

SECTION 5. INDEMNIFICATION

Contractor shall indemnify, defend with counsel acceptable to City and hold harmless City and its officials, officers, employees, members, agents and authorized volunteers from and against any and all losses, liabilities, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, damages and expenses of any kind, whether actual or threatened (including but not limited to attorneys' fees and costs, court costs, interest defense costs, and expert witness fees) where the same arise out of, are a consequence of or are in any way attributable to, in whole or in part, the performance of this Agreement (or the failure to perform) by Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor. Such indemnification, defense and hold harmless extend to Contractor's provision, use, transport and storage of hazardous materials, as those commonly are defined under state and federal laws and regulations.

The foregoing obligation of Contractor shall not apply when (1) the injury, loss of life, damage to property or violation of law arises wholly from the negligence or willful misconduct of City or its officers, employees, agents or authorized volunteers and (2) the actions of Contractor or its employees, subcontractors or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law.

It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

SECTION 6. LEGAL REQUIREMENTS.

- 6.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 6.2 **Compliance with Applicable Laws.** Contractor and any subcontractor shall comply with all applicable local, state and federal laws and regulations applicable to the performance of the work hereunder.
- 6.3 **Licenses and Permits.** Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that is legally required to practice their respective professions. Contractor represents and warrants to City that Contractor and its employees, agents and any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.

SECTION 7. TERMINATION AND MODIFICATION.

- 7.1 **Termination.** City and Contractor hereby agree that this Agreement may be cancelled upon thirty (30) days written notice.

In the event of termination, Contractor shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Contractor delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Contractor or prepared by or for Contractor or City in connection with this Agreement.

- 7.2 **Extension.** Both parties agree that extending the Agreement beyond that provided for in Subsection 1.1 may be in the best interest of all concerned. Any such extension shall require a written amendment to this Agreement, as provided for herein. City and Contractor understand and agree that, if both parties agree to such an extension, all terms and conditions of the original Agreement shall remain the same, and extended to the date provided for in said amendment.
- 7.3 **Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.
- 7.4 **Survival.** All obligations arising prior to the termination of this Agreement and

all provisions of this Agreement allocating liability between City and Contractor shall survive the termination of this Agreement.

- 7.5 **Options upon Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, any or all the following:
- 7.5.1 Immediately terminate the Agreement;
 - 7.5.2 Retain the documents, and any other work product prepared by Contractor pursuant to this Agreement;
 - 7.5.3 Retain a different Contractor to complete the work described in Exhibit A not finished by Contractor; or
 - 7.5.4 Charge Contractor the difference between the costs to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Contractor pursuant to Section 2 if Contractor had completed the work.

SECTION 8. KEEPING AND STATUS OF RECORDS.

- 8.1 **Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of City. Contractor hereby agrees to deliver those documents to City upon termination of the Agreement.
- 8.2 **Contractor's Books and Records.** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement.
- 8.3 **Inspection and Audit of Records.** Any records or documents that Section 8.2 of this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds Ten Thousand Dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.

SECTION 9. UNAUTHROIZED ALIENS.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

SECTION 10. 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, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. 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. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

SECTION 11. MISCELLANEOUS PROVISIONS.

- 11.1 **Assignment.** The expertise and experience of Contractor are material considerations for this Agreement. City has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Contractor under this Agreement. In recognition of that interest, Contractor shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including summary termination of this Agreement.
- 11.2 **Attorneys' Fees.** If either party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 11.3 **Venue.** In the event that either party brings any action against the other under this

Agreement, the parties agree that trial of such action shall be vested exclusively in Los Angeles County.

- 11.4 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 11.5 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 11.6 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and permitted assigns of the parties.
- 11.7 Contractor Representative.** All matters under this Agreement shall be handled for Contractor by Elie Farah.
- 11.8 City Contract Administration.** This Agreement shall be administered by Maryam Babaki, Director of Public Works and Development Services, or her designee ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 11.9 Notices.** Any written notice to Contractor shall be sent to:
- Elie Farah
Principal Engineer
Elie Farah, Inc.
1593 Liberty Drive
Corona, CA 92881
- Any written notice to City shall be sent to:
- Maryam Babaki
Director of Public Works and Development Services
City of Commerce
2535 Commerce Way
Commerce, CA 90040
- 11.10 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, represents the entire and integrated agreement between City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

11.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

The Parties have executed this Agreement as of the Effective Date.

CITY OF COMMERCE

CONTRACTOR

Oralia Y. Rebollo, Mayor



Elie Farah, Principal Engineer

Attest:

Lena Shumway, City Clerk

Approved as to Form:

Noel Tapia, City Attorney

EXHIBIT "A"

Elie Farah Inc.
Certified Small Business Enterprise #1443340
Civil and Traffic Engineering
Land Surveying & Construction Management
RCE 42080, TR 1926
LS 8258, REB1095310
1593 Liberty Drive, Corona, CA. 92881
Tel. (951)-898-0772, Fax (951)-278-4110
email: efarah@eliefarahinc.com
Web: ElieFarahInc.com

Scope of Services

TOPOGRAPHIC SURVEYS

- ✓ Perform traditional topographic surveys and aerial topographic surveys to determine locations and elevations of existing improvements, structures, and topographic features and Determine contours of the earth's surface
- ✓ Prepare Topographic surveys for improvement projects and Civil engineering design
- ✓ Prepare Topographic base mapping for utility and building projects
- ✓ Locate, relocate, establish, reestablish, or retrace the alignment or elevation for any of the fixed works embraced within the practice of civil engineering
- ✓ Research of Existing Utilities Information or Base Maps
- ✓ Prepare Survey and base map for bikeways, parks, etc...

BOUNDARY SURVEYS

- ✓ Prepare Boundary Surveys
- ✓ Investigate boundary discrepancies
- ✓ Determine locations of property lines, boundaries, easements and rights-of-way
- ✓ Set boundary markers or property corners, also known as monuments
- ✓ Retrace boundaries for fences and other purposes
- ✓ Locate, relocate, establish, reestablish, or retrace any property line or boundary of any parcel of land, right-of-way, easement, or alignment of those lines or boundaries

ALTA SURVEY

- ✓ Prepare ACSM Land Title Survey as detailed by the American Land Title Association, National Society of Professional Surveyors and the American Congress on Surveying and Mapping

LEGAL DESCRIPTIONS FOR EASEMENTS AND DEDICATIONS

- ✓ Interpret deeds and descriptions
- ✓ Review Legal descriptions of dedications, and easements
- ✓ Develop legal descriptions and plat maps
- ✓ Prepare legal descriptions and information shown with the description of any deed or other title document Grant

EXHIBIT "A" **(CONTINUED)**

- ✓ Prepare Ingress/Egress Easements.
- ✓ Perform research and survey work related to public and private land ownership, public and private easements, public improvements, construction, and historic information.
- ✓ Prepare Right-of-Way/Appraisal Mapping

LOT LINE ADJUSTMENTS

- ✓ Prepare and Review Lot Line adjustments
- ✓ Stamp & sign lot line adjustments, as City surveyor.

LOT/PARCEL MERGERS

- ✓ Prepare or Review Parcel Mergers/Lot mergers

TENTATIVE AND FINAL MAPS

- ✓ Review of Tentative Maps, Final Tract Maps and Parcel Maps
- ✓ Check subdivision and parcel maps for compliance with State Subdivisions Map Act requirements.
- ✓ Prepare Tract Maps and Parcel Maps
- ✓ Stamp & sign subdivision maps, parcel maps, and other documents as necessary, as City surveyor.

RECORD OF SURVEY AND CORNER RECORDS

- ✓ Prepare or review Record of Surveys
- ✓ Replace lost or obliterated property corners and file Corner Record or record of Survey

BENCHMARKS AND FLOOD CERTIFICATES

- ✓ Establish and adjust benchmarks
- ✓ Prepare Flood elevation Certifications for FEMA

STREET ALIGNMENTS AND MONUMENTATION

- ✓ Establish and monument street center lines
- ✓ Perform monument perpetuation/preservation in areas that will be impacted by City projects that Includes site investigation for existing monumentation, with a report provided to the City with recommendations which may include pre- and post-construction corner records

OTHER SURVEY-RELATED TASKS AS NECESSARY

- ✓ Perform As-Built Surveys
- ✓ Surveys using Global Positioning System (GPS)

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #2) PAGE 1 OF 2
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
 (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed
 Consultant or Subconsultant

Elie Farah Inc

Contract No. _____

Date 10/20/2017

Fringe Benefit 0 % + Overhead 0% + General Administration 120 = Combined Indirect Cost Rate (ICR) 120 %
 (= 0% if Included in OH) (= 0% if Included in OH)

FEE % = 10.00%

BILLING INFORMATION**CALCULATION INFORMATION**

Name/Job Title/Classification ¹	Hourly Billing Rates ²		Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From To			
Elie Farah – Senior Land Surveyor	\$145	\$145	\$145	12/1/2017 12/1/2018	\$145		Not Applicable
Land Surveyor-Office	\$121	\$121	\$121	12/1/2017 12/1/2018		\$	121.00
One Person Survey Crew Two Person Survey Crew				12/1/2017 12/1/2018		\$	150.00
				12/1/2017 12/1/2018		\$	185.00
Cad Technician				12/1/2017 12/1/2018		\$	95.00
Survey Technician				12/1/2017 12/1/2018		\$	105.00

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.
- ** Before EPI can use unlisted personnel, he/she will be approved by the City Project Manager and their hourly rates will be agreed to prior to the start of work.

NOTES:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Cost" listing, see page 2 of this Exhibit

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #2) PAGE 2 OF 2
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant

Elie Farah Inc

Contract No.

Date 10/20/2017

SCHEDULE OF OTHER DIRECT COST ITEMS											
PRIME CONSULTANT				SUBCONSULTANT #1				SUBCONSULTANT #2			
DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL
Special Tooling	GPS	\$150		Special Tooling				Special Tooling			
A.				A.				A.			
B.				B.				B.			
C.				C.				C.			
Travel				Travel				Travel			
A.	Mile	\$0.55		A.				A.			
B.				B.				B.			
C.				C.				C.			
Printing & Shipping											
	Mylar	\$25									
	Bond	\$4									
PRIME TOTAL ODCs =			\$0	SUBCONSULTANT #1 ODCs =			\$0	SUBCONSULTANT #2 ODCs =			\$0

IMPORTANT NOTES:

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
2. Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is their standard procedure for all of their contracts and that they do not own any vehicles purpose, that could be used for the same purpose.

**ON-CALL PROFESSIONAL SERVICES
SUPPLEMENTAL QUESTIONNAIRE**

CITY OF COMMERCE CITY HALL
2535 Commerce Way
Commerce, CA 90040

Applicants and/or existing on-call consultants shall provide the information requested herein below, with the ~~notarized~~ certification requested at the end of this document, to the City of Commerce ("City"). **Failure to fully and accurately provide the requested notarized certification or information to the City may result in a determination that the applicant and/or existing on-call consultant is not responsible, nonresponsive and/or that their application is incomplete.**

I. Criminal Conviction(s):

For the five (5) years preceding the date of when this document is submitted to the City, identify on attached page(s) any criminal conviction in any jurisdiction of the United States for a violation of law arising out of the performance of a contract (1) by the applicant and/or existing on-call consultant submitting this supplemental information to the City, including any person who is an officer of, or in a management position with, or has an ownership interest in the entity which is submitting this supplemental information on behalf of the applicant and/or existing on-call consultant, or (2) by the person(s) performing the work described in the original, or subsequent Bid/Proposal/statement of Qualifications, including any such person when they were an officer, manager, owner, or responsible managing employee of any other consulting company other than the applicant and/or existing on-call consultant submitting this supplemental questionnaire to the City.

Provide on an attached page, and label "Criminal Convictions Information":

- (1) The date of conviction;
- (2) The name and court case identification number;
- (3) The identity of the law violated;
- (4) The identity of the prosecuting agency;
- (5) The contract or project involved;
- (6) The punishment imposed; and
- (7) Any exculpatory information of which the City should be aware.

II. Non-Collusion Declaration:

I am the party submitting a proposal for the award of an On-Call Professional Services Agreement, and/or that submitted a Statement of Qualifications to provide said services, for the City. I hereby declare, on behalf of ELIE FARAH INC, and each and every person who is an officer of, or in a management position with, or has an ownership interest in the entity, which is submitting this supplemental information on behalf of the applicant and/or existing on-call consultant, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or

indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the terms of the proposal, including the amount to paid to the City in the form of consulting fees, permit fees and other forms of compensation, or to fix any overhead, profit or cost element of the proposal, or of that of any other proposer, or to secure any advantage against the public body awarding the agreement to anyone interested in being awarded professional services agreements; that all statements contained in the proposal/statement of qualifications are true; and, further, that the proposer has not, directly or indirectly, submitted its proposal/statement of qualifications or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization or to any member or agent thereof to effectuate a collusive or sham proposal.

I further declare, on behalf of ELIE FARAH INC., and each and every person who is an officer of, or in a management position with, or has an ownership interest in the entity, which is submitting this supplemental information on behalf of the applicant and/or existing on-call consultant, that we have individually, and as an organization, not been subject of an open, pending or past civil or criminal investigation for the actions discussed herein; and/or that we have not been sued civilly or prosecuted criminally for the actions discussed herein.

III. Civil Litigation History:

For the five (5) preceding years preceding the date of when this document is submitted to the City, identify on attached page(s) any civil litigation arising out of the performance of a professional services/on-call-consulting contract within the State of California in which any of the following was a named plaintiff or defendant in a lawsuit brought by or against the entity soliciting Bid/Proposal/Statement of Qualifications: the applicant submitting the instant Bid/Proposal/Statement of Qualifications, including any person who is an officer of, or in a managing position with, or has an ownership interest in the entity submitting the Bid/Proposal/Statement of Qualifications. Do not include litigation which is limited solely to enforcement of mechanics' liens or stop notices. Provide on an attached page(s) labeled "Civil Litigation History Information:"

- (1) The name and court case identification number of each case,
- (2) The jurisdiction in which it was filed; and
- (3) The outcome of the litigation, e.g., whether the case is pending, a judgment was entered, a settlement was reached, or the case was dismissed.

IV. False Claims:

"False Claims Act", as used herein, is defined as either or both the Federal False Claims Act, 31 U.S.C. Sections 3729 et seq., and the California False Claims Act, Government Code Sections 12650 et seq. In submitting a Bid/Proposal/Statement of Qualifications to the City of I, hereby certify that neither the applicant nor any person who is an officer of, in a managing position with, or has an ownership interest in the applicant has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act as defined above.


If there has been a determination that the applicant, or any individual associated with the

applicant as discussed herein, has violated the False Claim Act, in attached page(s), label "False Claim Act Information", the following:

- (1) Date of determination of violations;
- (2) Identity of tribunal or court and case name or number;
- (3) Government contract or project involved;
- (4) Government agency involved (local, state and/or federal);
- (5) Amount of fine(s) imposed; and
- (6) Any exculpatory information.

Declaration: I declare under penalty of perjury that the above information, and any information attached and incorporated herein, is true and correct.

Executed this 19th day of MARCH at THE CITY OF CORONA
(month and year) (city and state)

by 
(signature of owner, officer, manager, or licensee responsible for submission of
Bid/Proposal/Statement of Qualifications) ELIE FARAH, PRESIDENT

[NOTARY ACKNOWLEDGEMENT TO FOLLOW]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
SS: COUNTY OF LOS)
ANGELES *Riverside*)

Subscribed and sworn to (or affirmed) before me this 19th day of March, 2018.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL OF NOTARY)



Sarai Torreblanca
(Signature of Notary)

Sarai Torreblanca
(Typed Name of Notary)

END OF DOCUMENT

Guida Surveying, Inc.

PROFESSIONAL SERVICES AGREEMENT
ON-CALL FOR SURVEYING

THIS AGREEMENT for Professional Services ("Agreement") is made this _____ day of _____, 2017 ("Effective Date") by and between the City of Commerce ("City") and **Guida Surveying, Inc.** ("Contractor") together sometimes referred to the ("Parties").

SECTION 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in the Scope of Work attached as Exhibit A and incorporated here. Such work shall be provided at the time and place and in the manner specified in Exhibit A. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

- 1.1 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end three years after the Effective Date. Contractor shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended as provided for in Section 7. The time provided to Contractor to complete the services required by this Agreement shall not affect City's right to terminate the Agreement, as provided for in Section 7.
- 1.2 Standard of Performance.** Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner including the necessary expertise or knowledge of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession and to the sole satisfaction of the Contract Administrator.
- 1.3 Assignment of Personnel.** Contractor shall assign only competent personnel to perform services pursuant to Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons. Contractor shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 Time.** Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to satisfy Contractor's obligations hereunder.
- 1.5 Authorization to Perform Services.** Contractor is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from City's project representative.

SECTION 2. COMPENSATION. City hereby agrees to pay Contractor in accordance with the payment schedule as set forth in Exhibit B, attached hereto and incorporated herein by reference as though set forth in full, based upon work completed, as defined in Exhibit A. In the event of a conflict between this Agreement and Exhibit A regarding the amount of

compensation, this Agreement shall prevail. City shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all invoices to City in the manner specified herein. Except as specifically authorized in advance by City, Contractor shall not bill City for duplicate services performed by more than one person.

- 2.1 **Invoices.** Contractor shall submit invoices monthly during the term of this Agreement, based on the work completed. Invoices shall identify the project being worked on and detail of services performed.
- 2.2 **Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Contractor.
- 2.3 **Total Payment.** City shall not pay any additional sum for any expense or cost whatsoever incurred by Contractor in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.
- 2.4 **Payment of Taxes.** Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any federal or state taxes.
- 2.5 **Payment upon Termination.** In the event that City or Contractor terminates this Agreement pursuant to Section 7, City shall compensate the Contractor for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Contractor shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

SECTION 3. EQUIPMENT. Except as otherwise provided, Contractor shall, at its sole cost and expense, provide all supplies and equipment necessary to perform the services required by this Agreement.

SECTION 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Contractor, at its own cost and expense, shall procure the types and amounts of insurance checked below and provide Certificates of Insurance, indicating that Contractor has obtained or currently maintains insurance that meets the requirements of this section and which is satisfactory, in all respects, to City. Contractor shall maintain the insurance policies required by this section throughout the term of this Agreement. Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. All insurance coverage and limits provided by Contractor and available or applicable under 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.

4.1 Workers' Compensation. Contractor shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance Shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Contractor may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Contractor, if a program of self-insurance is provided, shall waive all rights of subrogation against City and its officers, officials, employees, and authorized volunteers for loss arising from work performed under this Agreement.

4.2 Commercial General Insurance and Automobile Liability Insurance.

4.2.1 Commercial General Liability Insurance: Contractor, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) per occurrence, combined single limit coverage of \$2,000,000 in the general aggregate, for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (per occurrence). Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (per accident). No endorsement shall be attached limiting the coverage.

4.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. Any failure of Contractor to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

4.3 Professional Liability Insurance.

4.3.1 General requirements. Contractor, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions.

4.3.2 Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Contractor must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. City shall have the right to exercise, at the Contractor's sole cost and expense, any extended reporting provisions of the policy, if the Contractor cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to City prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

4.4.1 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A-.

4.4.2 Verification of coverage. Prior to beginning any work under this Agreement, Contractor shall furnish City with Certificates of Insurance, and upon request, complete certified copies of all policies, including

complete certified copies of all endorsements. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

4.4.3 Notice of Reduction in or Cancellation of Coverage. A certified endorsement shall be attached to all insurance obtained pursuant to this Agreement stating that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified, mail, return receipt requested, has been given to City. In the event that any coverage required by this section is reduced, limited, cancelled, or materially affected in any other manner, Contractor shall provide written notice to City at Contractor's earliest possible opportunity and in no case later than ten (10) working days after Contractor is notified of the change in coverage.

4.4.4 Additional insured; primary insurance. City and its officers, employees, agents, and authorized volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor; products and completed operations of Contractor, as applicable; premises owned, occupied, or used by Contractor; and automobiles owned, leased, or used by the Contractor in the course of providing services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or authorized volunteers.

A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by City shall be called upon to contribute to a loss under the coverage.

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

4.4.6 Variation. The City Attorney may approve in writing a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that City's interests are otherwise fully protected.

4.4.7 No policy required hereunder shall prohibit Contractor from waiving any right with regard to the Indemnities set out below in Section 5.

4.5 Remedies. In addition to any other remedies City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Contractor's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

SECTION 5. INDEMNIFICATION

Contractor shall indemnify, defend with counsel acceptable to City and hold harmless City and its officials, officers, employees, members, agents and authorized volunteers from and against any and all losses, liabilities, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, damages and expenses of any kind, whether actual or threatened (including but not limited to attorneys' fees and costs, court costs, interest defense costs, and expert witness fees) where the same arise out of, are a consequence of or are in any way attributable to, in whole or in part, the performance of this Agreement (or the failure to perform) by Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor. Such indemnification, defense and hold harmless extend to Contractor's provision, use, transport and storage of hazardous materials, as those commonly are defined under state and federal laws and regulations.

The foregoing obligation of Contractor shall not apply when (1) the injury, loss of life, damage to property or violation of law arises wholly from the negligence or willful misconduct of City or its officers, employees, agents or authorized volunteers and (2) the actions of Contractor or its employees, subcontractors or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law.

It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

SECTION 6. LEGAL REQUIREMENTS.

- 6.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 6.2 **Compliance with Applicable Laws.** Contractor and any subcontractor shall comply with all applicable local, state and federal laws and regulations applicable to the performance of the work hereunder.
- 6.3 **Licenses and Permits.** Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that is legally required to practice their respective professions. Contractor represents and warrants to City that Contractor and its employees, agents and any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.

SECTION 7. TERMINATION AND MODIFICATION.

- 7.1 **Termination.** City and Contractor hereby agree that this Agreement may be cancelled upon thirty (30) days written notice.

In the event of termination, Contractor shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Contractor delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Contractor or prepared by or for Contractor or City in connection with this Agreement.

- 7.2 **Extension.** Both parties agree that extending the Agreement beyond that provided for in Subsection 1.1 may be in the best interest of all concerned. Any such extension shall require a written amendment to this Agreement, as provided for herein. City and Contractor understand and agree that, if both parties agree to such an extension, all terms and conditions of the original Agreement shall remain the same, and extended to the date provided for in said amendment.
- 7.3 **Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.
- 7.4 **Survival.** All obligations arising prior to the termination of this Agreement and

all provisions of this Agreement allocating liability between City and Contractor shall survive the termination of this Agreement.

- 7.5 Options upon Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, any or all the following:

- 7.5.1** Immediately terminate the Agreement;
- 7.5.2** Retain the documents, and any other work product prepared by Contractor pursuant to this Agreement;
- 7.5.3** Retain a different Contractor to complete the work described in Exhibit A not finished by Contractor; or
- 7.5.4** Charge Contractor the difference between the costs to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Contractor pursuant to Section 2 if Contractor had completed the work.

SECTION 8. KEEPING AND STATUS OF RECORDS.

- 8.1 Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of City. Contractor hereby agrees to deliver those documents to City upon termination of the Agreement.
- 8.2 Contractor's Books and Records.** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement.
- 8.3 Inspection and Audit of Records.** Any records or documents that Section 8.2 of this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds Ten Thousand Dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.

SECTION 9. UNAUTHROIZED ALIENS.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

SECTION 10. 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, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. 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. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

SECTION 11. MISCELLANEOUS PROVISIONS.

11.1 Assignment. The expertise and experience of Contractor are material considerations for this Agreement. City has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Contractor under this Agreement. In recognition of that interest, Contractor shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including summary termination of this Agreement.

11.2 Attorneys' Fees. If either party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

11.3 Venue. In the event that either party brings any action against the other under this

Agreement, the parties agree that trial of such action shall be vested exclusively in Los Angeles County.

- 11.4 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 11.5 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 11.6 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and permitted assigns of the parties.
- 11.7 Contractor Representative.** All matters under this Agreement shall be handled for Contractor by **Ralph Guida**.
- 11.8 City Contract Administration.** This Agreement shall be administered by Maryam Babaki, Director of Public Works and Development Services, or her designee ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 11.9 Notices.** Any written notice to Contractor shall be sent to:
- Ralph Guida**
Principal Land Surveyor
Guida Surveying, Inc.
9241 Irvine Blvd., Suite 100
Irvine, CA 92618
- Any written notice to City shall be sent to:
- Maryam Babaki**
Director of Public Works and Development Services
City of Commerce
2535 Commerce Way
Commerce, CA 90040
- 11.10 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, represents the entire and integrated agreement between City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

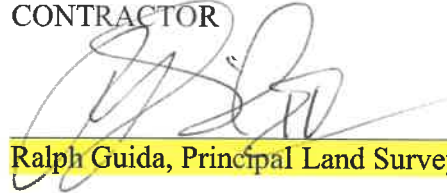
11.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

The Parties have executed this Agreement as of the Effective Date.

CITY OF COMMERCE

CONTRACTOR

Oralia Y. Rebollo, Mayor


Ralph Guida, Principal Land Surveyor

Attest:

Lena Shumway, City Clerk

Approved as to Form:

Noel Tapia, City Attorney

Scope of Services

Guida is a qualified professional surveying firm. Our scope of services listed below includes, but are not limited to those typical of an on-call or as-needed contract. Guida will provide all labor, equipment, materials, and incidentals to provide the services identified.

- Aerial topographic surveys
- As-built surveys
- Attend project meetings and other meetings, at clients' request
- Boundary Surveys (Corner Records, Records of Survey, ALTA Surveys, Tract Maps, Parcel Maps)
- Constructability reviews of improvement plans
- Construction plan checking
- Construction staking
- Earthwork quantity calculations
- Establish horizontal and vertical site control
- Field survey data collection
- GPS and other control surveys
- Map checking
- Perform legal descriptions and plats for easements/vacation preparation
- Perpetuation of controlling monumentation in compliance with the California Business and Professions Code Section 8771
- Preparation of property legal descriptions, plats, and right-of-way maps
- Surveys of boundary lines, pipelines per as-built drawings, easements, topography, existing structures, and potholes, including staking
- Title and records research for right-of-way engineering
- Topographic and preliminary design surveys

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE

32. DATE

December 19th, 2017

33. NAME AND TITLE

Ralph W. Guida, IV, PLS

EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #2)

Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)**Note: Mark-ups are Not Allowed**

Consultant or Subconsultant

Guida Surveying Inc.

Contract No.

Date 12-12-17

Fringe Benefit 0.00% + Overhead 181.17% + General Administration 0.00% = 181.17% Combined Indirect Cost Rate (ICR)
 (= 0% if Included in OH) (= 0% if Included in OH)

FEE = 10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Principal Land Surveyor	\$ 311.84	\$ 311.84	\$ 311.84	12-31-17	12-31-20	\$ 311.84	0.00% 0.00% 0.00%	
Project Manager	\$ 220.18	\$ 220.18	\$ 220.18	12-31-17	12-31-20	\$ 220.18	0.00% 0.00% 0.00%	
Project Surveyor	\$ 161.10	\$ 241.66	\$ 322.20	12-31-17	12-31-20	\$ 161.10	0.00% 0.00% 0.00%	
Survey Analyst	\$ 124.74	\$ 187.11	\$ 249.48	12-31-17	12-31-20	\$ 124.74	0.00% 0.00% 0.00%	
Cadd Technician	\$ 86.13	\$ 128.19	\$ 172.26	12-31-17	12-31-20	\$ 86.13	0.00% 0.00% 0.00%	
2 Man Survey Crew	\$ 296.36	\$ 445.45	\$ 592.72	12-31-17	12-31-20	\$ 296.36	0.00% 0.00%	

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NOTES:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Cost" listing, see page 2 of this Exhibit

Page 2 of 2

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Guida Surveying Inc.

Contract No.

Date 12-12-17

SCHEDULE OF OTHER DIRECT COST ITEMS											
PRIME CONSULTANT				SUBCONSULTANT #1			SUBCONSULTANT #2				
DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL
Mileage (IRS Rate)	Mile	\$ 0.54	\$ 0.00	N/A			\$ 0.00	N/A			\$ 0.00
Reprographics Estimate			\$ 0.00				\$ 0.00				\$ 0.00
8 1/2 x 11 print B/W	EA	\$ 0.07	\$ 0.00				\$ 0.00				\$ 0.00
11 x 17 print B/W	EA	\$ 0.15	\$ 0.00				\$ 0.00				\$ 0.00
Full Size Prints (30 x 42)	EA	\$ 3.75	\$ 0.00				\$ 0.00				\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
PRIME TOTAL ODCs =			\$ 0.00	SUBCONSULTANT #1 ODCs =			\$ 0.00	SUBCONSULTANT #2 ODCs =			\$ 0.00

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
2. Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is their standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.

**ON-CALL PROFESSIONAL SERVICES
SUPPLEMENTAL QUESTIONNAIRE**

CITY OF COMMERCE CITY HALL
2535 Commerce Way
Commerce, CA 90040

Applicants and/or existing on-call consultants shall provide the information requested herein below, with the ~~notarized~~ certification requested at the end of this document, to the City of Commerce ("City"). **Failure to fully and accurately provide the requested ~~notarized~~ certification or information to the City may result in a determination that the applicant and/or existing on-call consultant is not responsible, nonresponsive and/or that their application is incomplete.**

I. Criminal Conviction(s):

For the five (5) years preceding the date of when this document is submitted to the City, identify on attached page(s) any criminal conviction in any jurisdiction of the United States for a violation of law arising out of the performance of a contract (1) by the applicant and/or existing on-call consultant submitting this supplemental information to the City, including any person who is an officer of, or in a management position with, or has an ownership interest in the entity which is submitting this supplemental information on behalf of the applicant and/or existing on-call consultant, or (2) by the person(s) performing the work described in the original, or subsequent Bid/Proposal/statement of Qualifications, including any such person when they were an officer, manager, owner, or responsible managing employee of any other consulting company other than the applicant and/or existing on-call consultant submitting this supplemental questionnaire to the City.

Provide on an attached page, and label "Criminal Convictions Information":

- (1) The date of conviction;
- (2) The name and court case identification number;
- (3) The identity of the law violated;
- (4) The identity of the prosecuting agency;
- (5) The contract or project involved;
- (6) The punishment imposed; and
- (7) Any exculpatory information of which the City should be aware.

II. Non-Collusion Declaration:

I am the party submitting a proposal for the award of an On-Call Professional Services Agreement, and/or that submitted a Statement of Qualifications to provide said services, for the City. I hereby declare, on behalf of Guida Surveying Inc., and each and every person who is an officer of, or in a management position with, or has an ownership interest in the entity, which is submitting this supplemental information on behalf of the applicant and/or existing on-call consultant, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or

indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the terms of the proposal, including the amount to paid to the City in the form of consulting fees, permit fees and other forms of compensation, or to fix any overhead, profit or cost element of the proposal, or of that of any other proposer, or to secure any advantage against the public body awarding the agreement to anyone interested in being awarded professional services agreements; that all statements contained in the proposal/statement of qualifications are true; and, further, that the proposer has not, directly or indirectly, submitted its proposal/statement of qualifications or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization or to any member or agent thereof to effectuate a collusive or sham proposal.

I further declare, on behalf of Guida Surveying Inc., and each and every person who is an officer of, or in a management position with, or has an ownership interest in the entity, which is submitting this supplemental information on behalf of the applicant and/or existing on-call consultant, that we have individually, and as an organization, not been subject of an open, pending or past civil or criminal investigation for the actions discussed herein; and/or that we have not been sued civilly or prosecuted criminally for the actions discussed herein.

III. Civil Litigation History:

For the five (5) preceding years preceding the date of when this document is submitted to the City, identify on attached page(s) any civil litigation arising out of the performance of a professional services/on-call-consulting contract within the State of California in which any of the following was a named plaintiff or defendant in a lawsuit brought by or against the entity soliciting Bid/Proposal/Statement of Qualifications: the applicant submitting the instant Bid/Proposal/Statement of Qualifications, including any person who is an officer of, or in a managing position with, or has an ownership interest in the entity submitting the Bid/Proposal/Statement of Qualifications. Do not include litigation which is limited solely to enforcement of mechanics' liens or stop notices. Provide on an attached page(s) labeled "Civil Litigation History Information:"

- (1) The name and court case identification number of each case,
- (2) The jurisdiction in which it was filed; and
- (3) The outcome of the litigation, e.g., whether the case is pending, a judgment was entered, a settlement was reached, or the case was dismissed.

IV. False Claims:

"False Claims Act", as used herein, is defined as either or both the Federal False Claims Act, 31 U.S.C. Sections 3729 et seq., and the California False Claims Act, Government Code Sections 12650 et seq. In submitting a Bid/Proposal/Statement of Qualifications to the City of I, hereby certify that neither the applicant nor any person who is an officer of, in a managing position with, or has an ownership interest in the applicant has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act as defined above.

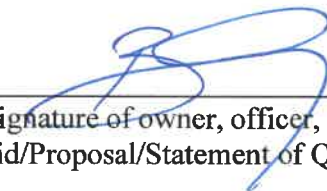
If there has been a determination that the applicant, or any individual associated with the

applicant as discussed herein, has violated the False Claim Act, in attached page(s), label "False Claim Act Information", the following:

- (1) Date of determination of violations;
 - (2) Identity of tribunal or court and case name or number;
 - (3) Government contract or project involved;
 - (4) Government agency involved (local, state and/or federal);
 - (5) Amount of fine(s) imposed; and
 - (6) Any exculpatory information.
-

Declaration: I declare under penalty of perjury that the above information, and any information attached and incorporated herein, is true and correct.

Executed this 27th day of March, 2018 at Irvine, California
(month and year) (city and state)

by 
(signature of owner, officer, manager, or licensee responsible for submission of
Bid/Proposal/Statement of Qualifications)

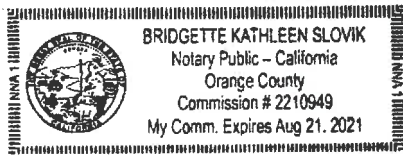
[NOTARY ACKNOWLEDGEMENT TO FOLLOW]

STATE OF CALIFORNIA)
)
SS: COUNTY OF LOS)
ANGELES)

Subscribed and sworn to (or affirmed) before me this 27 day of March, 2018.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL OF NOTARY)



(Signature of Notary)

Bridgette Slovik

(Typed Name of Notary)

END OF DOCUMENT

Martinez Architects, Inc.

**PROFESSIONAL SERVICES AGREEMENT
ON-CALL FOR SURVEYING**

THIS AGREEMENT for Professional Services ("Agreement") is made this _____ day of _____, 2017 ("Effective Date") by and between the City of Commerce ("City") and **Martinez Architects, Inc.** ("Contractor") together sometimes referred to the ("Parties").

SECTION 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in the Scope of Work attached as Exhibit A and incorporated here. Such work shall be provided at the time and place and in the manner specified in Exhibit A. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

- 1.1 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end three years after the Effective Date. Contractor shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended as provided for in Section 7. The time provided to Contractor to complete the services required by this Agreement shall not affect City's right to terminate the Agreement, as provided for in Section 7.
- 1.2 Standard of Performance.** Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner including the necessary expertise or knowledge of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession and to the sole satisfaction of the Contract Administrator.
- 1.3 Assignment of Personnel.** Contractor shall assign only competent personnel to perform services pursuant to Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons. Contractor shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 Time.** Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to satisfy Contractor's obligations hereunder.
- 1.5 Authorization to Perform Services.** Contractor is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from City's project representative.

SECTION 2. COMPENSATION. City hereby agrees to pay Contractor in accordance with the payment schedule as set forth in Exhibit B, attached hereto and incorporated herein by reference as though set forth in full, based upon work completed, as defined in Exhibit A. In the

event of a conflict between this Agreement and Exhibit A regarding the amount of compensation, this Agreement shall prevail. City shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all invoices to City in the manner specified herein. Except as specifically authorized in advance by City, Contractor shall not bill City for duplicate services performed by more than one person.

- 2.1 **Invoices.** Contractor shall submit invoices monthly during the term of this Agreement, based on the work completed. Invoices shall identify the project being worked on and detail of services performed.
- 2.2 **Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Contractor.
- 2.3 **Total Payment.** City shall not pay any additional sum for any expense or cost whatsoever incurred by Contractor in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.
- 2.4 **Payment of Taxes.** Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any federal or state taxes.
- 2.5 **Payment upon Termination.** In the event that City or Contractor terminates this Agreement pursuant to Section 7, City shall compensate the Contractor for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Contractor shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

SECTION 3. EQUIPMENT. Except as otherwise provided, Contractor shall, at its sole cost and expense, provide all supplies and equipment necessary to perform the services required by this Agreement.

SECTION 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Contractor, at its own cost and expense, shall procure the types and amounts of insurance checked below and provide Certificates of Insurance, indicating that Contractor has obtained or currently maintains insurance that meets the requirements of this section and which is satisfactory, in all respects, to City. Contractor shall maintain the insurance policies required by this section throughout the term of this Agreement. Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. All insurance coverage and limits provided by Contractor and available or applicable under 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.

- 4.1 Workers' Compensation.** Contractor shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance Shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Contractor may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Contractor, if a program of self-insurance is provided, shall waive all rights of subrogation against City and its officers, officials, employees, and authorized volunteers for loss arising from work performed under this Agreement.

4.2 Commercial General Insurance and Automobile Liability Insurance.

- 4.2.1 Commercial General Liability Insurance:** Contractor, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) per occurrence, combined single limit coverage of \$2,000,000 in the general aggregate, for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.
- 4.2.2 Minimum scope of coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (per occurrence). Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (per accident). No endorsement shall be attached limiting the coverage.
- 4.2.3 Additional requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. Any failure of Contractor to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

4.3 Professional Liability Insurance.

4.3.1 General requirements. Contractor, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions.

4.3.2 Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Contractor must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. City shall have the right to exercise, at the Contractor's sole cost and expense, any extended reporting provisions of the policy, if the Contractor cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to City prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

4.4.1 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A-.

4.4.2 Verification of coverage. Prior to beginning any work under this Agreement, Contractor shall furnish City with Certificates of Insurance, and upon request, complete certified copies of all policies, including

complete certified copies of all endorsements. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

4.4.3 Notice of Reduction in or Cancellation of Coverage. A certified endorsement shall be attached to all insurance obtained pursuant to this Agreement stating that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified, mail, return receipt requested, has been given to City. In the event that any coverage required by this section is reduced, limited, cancelled, or materially affected in any other manner, Contractor shall provide written notice to City at Contractor's earliest possible opportunity and in no case later than ten (10) working days after Contractor is notified of the change in coverage.

4.4.4 Additional insured; primary insurance. City and its officers, employees, agents, and authorized volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor; products and completed operations of Contractor, as applicable; premises owned, occupied, or used by Contractor; and automobiles owned, leased, or used by the Contractor in the course of providing services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or authorized volunteers.

A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by City shall be called upon to contribute to a loss under the coverage.

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

4.4.6 Variation. The City Attorney may approve in writing a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that City's interests are otherwise fully protected.

4.4.7 No policy required hereunder shall prohibit Contractor from waiving any right with regard to the Indemnities set out below in Section 5.

4.5 Remedies. In addition to any other remedies City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Contractor's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

SECTION 5. INDEMNIFICATION

Contractor shall indemnify, defend with counsel acceptable to City and hold harmless City and its officials, officers, employees, members, agents and authorized volunteers from and against any and all losses, liabilities, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, damages and expenses of any kind, whether actual or threatened (including but not limited to attorneys' fees and costs, court costs, interest defense costs, and expert witness fees) where the same arise out of, are a consequence of or are in any way attributable to, in whole or in part, the performance of this Agreement (or the failure to perform) by Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor. Such indemnification, defense and hold harmless extend to Contractor's provision, use, transport and storage of hazardous materials, as those commonly are defined under state and federal laws and regulations.

The foregoing obligation of Contractor shall not apply when (1) the injury, loss of life, damage to property or violation of law arises wholly from the negligence or willful misconduct of City or its officers, employees, agents or authorized volunteers and (2) the actions of Contractor or its employees, subcontractors or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law.

It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

SECTION 6. LEGAL REQUIREMENTS.

- 6.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 6.2 Compliance with Applicable Laws.** Contractor and any subcontractor shall comply with all applicable local, state and federal laws and regulations applicable to the performance of the work hereunder.
- 6.3 Licenses and Permits.** Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that is legally required to practice their respective professions. Contractor represents and warrants to City that Contractor and its employees, agents and any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.

SECTION 7. TERMINATION AND MODIFICATION.

- 7.1 Termination.** City and Contractor hereby agree that this Agreement may be cancelled upon thirty (30) days written notice.

In the event of termination, Contractor shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Contractor delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Contractor or prepared by or for Contractor or City in connection with this Agreement.

- 7.2 Extension.** Both parties agree that extending the Agreement beyond that provided for in Subsection 1.1 may be in the best interest of all concerned. Any such extension shall require a written amendment to this Agreement, as provided for herein. City and Contractor understand and agree that, if both parties agree to such an extension, all terms and conditions of the original Agreement shall remain the same, and extended to the date provided for in said amendment.
- 7.3 Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.
- 7.4 Survival.** All obligations arising prior to the termination of this Agreement and

all provisions of this Agreement allocating liability between City and Contractor shall survive the termination of this Agreement.

7.5 Options upon Breach by Contractor. If Contractor materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, any or all the following:

7.5.1 Immediately terminate the Agreement;

7.5.2 Retain the documents, and any other work product prepared by Contractor pursuant to this Agreement;

7.5.3 Retain a different Contractor to complete the work described in Exhibit A not finished by Contractor; or

7.5.4 Charge Contractor the difference between the costs to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Contractor pursuant to Section 2 if Contractor had completed the work.

SECTION 8. KEEPING AND STATUS OF RECORDS.

8.1 Records Created as Part of Contractor's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of City. Contractor hereby agrees to deliver those documents to City upon termination of the Agreement.

8.2 Contractor's Books and Records. Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement.

8.3 Inspection and Audit of Records. Any records or documents that Section 8.2 of this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds Ten Thousand Dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.

SECTION 9. UNAUTHROIZED ALIENS.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

SECTION 10. 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, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. 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. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

SECTION 11. MISCELLANEOUS PROVISIONS.

- 11.1 Assignment.** The expertise and experience of Contractor are material considerations for this Agreement. City has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Contractor under this Agreement. In recognition of that interest, Contractor shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including summary termination of this Agreement.
- 11.2 Attorneys' Fees.** If either party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 11.3 Venue.** In the event that either party brings any action against the other under this

Agreement, the parties agree that trial of such action shall be vested exclusively in Los Angeles County.

- 11.4 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 11.5 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 11.6 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and permitted assigns of the parties.
- 11.7 Contractor Representative.** All matters under this Agreement shall be handled for Contractor by **Tony Morera.**
- 11.8 City Contract Administration.** This Agreement shall be administered by Maryam Babaki, Director of Public Works and Development Services, or her designee ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 11.9 Notices.** Any written notice to Contractor shall be sent to:
- Tony Morera**
Senior Design Principal/Senior Project Manager
Martinez Architects, Inc.
8405 Pershing Drive, Suite 201
Playa Del Rey, CA 90293
- Any written notice to City shall be sent to:
- Maryam Babaki
Director of Public Works and Development Services
City of Commerce
2535 Commerce Way
Commerce, CA 90040
- 11.10 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, represents the entire and integrated agreement between City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.


11.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

The Parties have executed this Agreement as of the Effective Date.

CITY OF COMMERCE

CONTRACTOR

Ivan Altamirano, Mayor



Tony Morera, Senior Design Principal/
Senior Project Manager

Attest:

Lena Shumway, City Clerk

Approved as to Form:

Noel Tapia, City Attorney

EXHIBIT A: SCOPE OF SERVICES

SCOPE OF SERVICES

As presented to the City of Commerce in our SOQ dated September 4, 2015 for **Various On-Call Professional Services**, Martinez Architects, Inc. and its sub-consultant team are qualified to perform the following disciplines, on an "as-needed" basis, for any capital improvement and/or development projects:

- Architectural Design (modernization, renovation and new construction)
- Master Planning
- Space Planning
- Building and Facilities Assessment and Design
- Building and Tenant Improvements (inc. Plan Check)
- Housing
- Structural Engineering (inc. Historical Restoration)
- Park Planning & Design
- Construction Management
- Project Management

EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #2) Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant or Subconsultant

MARTINEZ ARCHITECTS, INC.

Contract No.

Date 25 May 2017

Fringe Benefit 0.00% + Overhead 0.00% + General Administration 0.00% = 0.00% Combined Indirect Cost Rate (ICR)
(= 0% if Included in OH) (= 0% if Included in OH)

FEE = 0.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²		Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x) OT(2x)	From	To			
Senior Design Principal					\$66.00	2.75 0.00% 0.00% 0.00%	\$181.50
Project Manager/Sr. Architect					\$54.00	0.00% 0.00% 0.00%	\$148.50
Architect/LEED Professional					\$42.00	0.00% 0.00% 0.00%	\$115.50
Job Captain					\$38.00	0.00% 0.00% 0.00%	\$104.50
CADD Technician					\$25.00	0.00% 0.00% 0.00%	\$68.75
Office Support/Clerical					\$22.00	0.00% 0.00%	\$60.50

1. Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.

2. Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Agreed upon billing rates are not adjustable for the term of contract.

3. For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NOTES:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Cost" listing, see page 2 of this Exhibit

Page 2 of 2

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Contract No. _____

SCHEDULE OF OTHER DIRECT COST ITEMS

PRIME CONSULTANT				SUBCONSULTANT #1				SUBCONSULTANT #2			
DESCRIPTION OF ITEMS	UNIT COST	TOTAL		DESCRIPTION OF ITEMS	UNIT COST	TOTAL		DESCRIPTION OF ITEMS	UNIT COST	TOTAL	
Reproductions (not included in Scope of Services)		\$ 0.00				\$ 0.00				\$ 0.00	
Special Presentations (not included in Scope of Services)		\$ 0.00				\$ 0.00				\$ 0.00	
Reimbursable Expenses as determined by Scope of Services for specific project.		\$ 0.00				\$ 0.00				\$ 0.00	
		\$ 0.00				\$ 0.00				\$ 0.00	
		\$ 0.00				\$ 0.00				\$ 0.00	
		\$ 0.00				\$ 0.00				\$ 0.00	
		\$ 0.00				\$ 0.00				\$ 0.00	
		\$ 0.00				\$ 0.00				\$ 0.00	
		\$ 0.00				\$ 0.00				\$ 0.00	
PRIME TOTAL ODCs =		\$ 0.00		SUBCONSULTANT #1 ODCs =		\$ 0.00		SUBCONSULTANT #2 ODCs =		\$ 0.00	

IMPORTANT NOTES:

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
2. Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is their standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.

**ON-CALL PROFESSIONAL SERVICES
SUPPLEMENTAL QUESTIONNAIRE**

CITY OF COMMERCE CITY HALL
2535 Commerce Way
Commerce, CA 90040

Applicants and/or existing on-call consultants shall provide the information requested herein below, with the ~~notarized~~ certification requested at the end of this document, to the City of Commerce ("City"). **Failure to fully and accurately provide the requested notarized certification or information to the City may result in a determination that the applicant and/or existing on-call consultant is not responsible, nonresponsive and/or that their application is incomplete.**

I. Criminal Conviction(s):

For the five (5) years preceding the date of when this document is submitted to the City, identify on attached page(s) any criminal conviction in any jurisdiction of the United States for a violation of law arising out of the performance of a contract (1) by the applicant and/or existing on-call consultant submitting this supplemental information to the City, including any person who is an officer of, or in a management position with, or has an ownership interest in the entity which is submitting this supplemental information on behalf of the applicant and/or existing on-call consultant, or (2) by the person(s) performing the work described in the original, or subsequent Bid/Proposal/statement of Qualifications, including any such person when they were an officer, manager, owner, or responsible managing employee of any other consulting company other than the applicant and/or existing on-call consultant submitting this supplemental questionnaire to the City.

Provide on an attached page, and label "Criminal Convictions Information":

- (1) The date of conviction;
- (2) The name and court case identification number;
- (3) The identity of the law violated;
- (4) The identity of the prosecuting agency;
- (5) The contract or project involved;
- (6) The punishment imposed; and
- (7) Any exculpatory information of which the City should be aware.

II. Non-Collusion Declaration:

I am the party submitting a proposal for the award of an On-Call Professional Services Agreement, and/or that submitted a Statement of Qualifications to provide said services, for the City. I hereby declare, on behalf of Martinez Architects, Inc., and each and every person who is an officer of, or in a management position with, or has an ownership interest in the entity, which is submitting this supplemental information on behalf of the applicant and/or existing on-call consultant, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or

indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the terms of the proposal, including the amount to paid to the City in the form of consulting fees, permit fees and other forms of compensation, or to fix any overhead, profit or cost element of the proposal, or of that of any other proposer, or to secure any advantage against the public body awarding the agreement to anyone interested in being awarded professional services agreements; that all statements contained in the proposal/statement of qualifications are true; and, further, that the proposer has not, directly or indirectly, submitted its proposal/statement of qualifications or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization or to any member or agent thereof to effectuate a collusive or sham proposal.

I further declare, on behalf of Martinez Architects, Inc., and each and every person who is an officer of, or in a management position with, or has an ownership interest in the entity, which is submitting this supplemental information on behalf of the applicant and/or existing on-call consultant, that we have individually, and as an organization, not been subject of an open, pending or past civil or criminal investigation for the actions discussed herein; and/or that we have not been sued civilly or prosecuted criminally for the actions discussed herein.

III. Civil Litigation History:

For the five (5) preceding years preceding the date of when this document is submitted to the City, identify on attached page(s) any civil litigation arising out of the performance of a professional services/on-call-consulting contract within the State of California in which any of the following was a named plaintiff or defendant in a lawsuit brought by or against the entity soliciting Bid/Proposal/Statement of Qualifications: the applicant submitting the instant Bid/Proposal/Statement of Qualifications, including any person who is an officer of, or in a managing position with, or has an ownership interest in the entity submitting the Bid/Proposal/Statement of Qualifications. Do not include litigation which is limited solely to enforcement of mechanics' liens or stop notices. Provide on an attached page(s) labeled "Civil Litigation History Information:"

- (1) The name and court case identification number of each case,
- (2) The jurisdiction in which it was filed; and
- (3) The outcome of the litigation, e.g., whether the case is pending, a judgment was entered, a settlement was reached, or the case was dismissed.

IV. False Claims:

"False Claims Act", as used herein, is defined as either or both the Federal False Claims Act, 31 U.S.C. Sections 3729 et seq., and the California False Claims Act, Government Code Sections 12650 et seq. In submitting a Bid/Proposal/Statement of Qualifications to the City of I, hereby certify that neither the applicant nor any person who is an officer of, in a managing position with, or has an ownership interest in the applicant has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act as defined above.

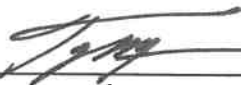
If there has been a determination that the applicant, or any individual associated with the

applicant as discussed herein, has violated the False Claim Act, in attached page(s), label "False Claim Act Information", the following:

- (1) Date of determination of violations;
- (2) Identity of tribunal or court and case name or number;
- (3) Government contract or project involved;
- (4) Government agency involved (local, state and/or federal);
- (5) Amount of fine(s) imposed; and
- (6) Any exculpatory information.

Declaration: I declare under penalty of perjury that the above information, and any information attached and incorporated herein, is true and correct.

Executed this _____ day of 4-17-18 at LA, CA
(month and year) (city and state)

by 
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal/Statement of Qualifications)
Signed by: Tony Morera, RA, Exec. VP/Senior Design Principal (authorized officer responsible for submission of Bid/Proposal/Statement of Qualifications)

[NOTARY ACKNOWLEDGEMENT TO FOLLOW]

A Notary public or other completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

Subscribed and Sworn to (or affirmed) before me,

on This 17 day of April 2018 by ,

Tony Morera

who proved to me on the basis of satisfactory evidence to be the person~~s~~ who appeared before me.

Signature:

Renu K Ahluwalia



Document: On-Call Professional Services Supplemental Questionnaire


STATE OF CALIFORNIA)
)
SS: COUNTY OF LOS)
ANGELES)

Subscribed and sworn to (or affirmed) before me this____day of_____, 20_____.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL OF NOTARY)

see attached CA Jurot

(Signature of Notary) 

(Typed Name of Notary)

END OF DOCUMENT

MNS Engineers, Inc.

PROFESSIONAL SERVICES AGREEMENT
ON-CALL FOR SURVEYING

THIS AGREEMENT for Professional Services ("Agreement") is made this _____ day of _____, 2017 ("Effective Date") by and between the City of Commerce ("City") and **MNS Engineers, Inc.** ("Contractor") together sometimes referred to the ("Parties").

SECTION 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in the Scope of Work attached as Exhibit A and incorporated here. Such work shall be provided at the time and place and in the manner specified in Exhibit A. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end three years after the Effective Date. Contractor shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended as provided for in Section 7. The time provided to Contractor to complete the services required by this Agreement shall not affect City's right to terminate the Agreement, as provided for in Section 7.
- 1.2 **Standard of Performance.** Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner including the necessary expertise or knowledge of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession and to the sole satisfaction of the Contract Administrator.
- 1.3 **Assignment of Personnel.** Contractor shall assign only competent personnel to perform services pursuant to Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons. Contractor shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to satisfy Contractor's obligations hereunder.
- 1.5 **Authorization to Perform Services.** Contractor is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from City's project representative.

SECTION 2. COMPENSATION. City hereby agrees to pay Contractor in accordance with the payment schedule as set forth in Exhibit B, attached hereto and incorporated herein by reference as though set forth in full, based upon work completed, as defined in Exhibit A. In the event of a conflict between this Agreement and Exhibit A regarding the amount of

compensation, this Agreement shall prevail. City shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all invoices to City in the manner specified herein. Except as specifically authorized in advance by City, Contractor shall not bill City for duplicate services performed by more than one person.

- 2.1 **Invoices.** Contractor shall submit invoices monthly during the term of this Agreement, based on the work completed. Invoices shall identify the project being worked on and detail of services performed.
- 2.2 **Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Contractor.
- 2.3 **Total Payment.** City shall not pay any additional sum for any expense or cost whatsoever incurred by Contractor in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.
- 2.4 **Payment of Taxes.** Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any federal or state taxes.
- 2.5 **Payment upon Termination.** In the event that City or Contractor terminates this Agreement pursuant to Section 7, City shall compensate the Contractor for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Contractor shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

SECTION 3. EQUIPMENT. Except as otherwise provided, Contractor shall, at its sole cost and expense, provide all supplies and equipment necessary to perform the services required by this Agreement.

SECTION 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Contractor, at its own cost and expense, shall procure the types and amounts of insurance checked below and provide Certificates of Insurance, indicating that Contractor has obtained or currently maintains insurance that meets the requirements of this section and which is satisfactory, in all respects, to City. Contractor shall maintain the insurance policies required by this section throughout the term of this Agreement. Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. All insurance coverage and limits provided by Contractor and available or applicable under 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.

- 4.1 Workers' Compensation.** Contractor shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance Shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Contractor may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Contractor, if a program of self-insurance is provided, shall waive all rights of subrogation against City and its officers, officials, employees, and authorized volunteers for loss arising from work performed under this Agreement.

4.2 Commercial General Insurance and Automobile Liability Insurance.

- 4.2.1 Commercial General Liability Insurance:** Contractor, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) per occurrence, combined single limit coverage of \$2,000,000 in the general aggregate, for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.
- 4.2.2 Minimum scope of coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (per occurrence). Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (per accident). No endorsement shall be attached limiting the coverage.
- 4.2.3 Additional requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. Any failure of Contractor to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

4.3 Professional Liability Insurance.

4.3.1 General requirements. Contractor, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions.

4.3.2 Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Contractor must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. City shall have the right to exercise, at the Contractor's sole cost and expense, any extended reporting provisions of the policy, if the Contractor cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to City prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

4.4.1 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A-.

4.4.2 Verification of coverage. Prior to beginning any work under this Agreement, Contractor shall furnish City with Certificates of Insurance, and upon request, complete certified copies of all policies, including

complete certified copies of all endorsements. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

4.4.3 Notice of Reduction in or Cancellation of Coverage. A certified endorsement shall be attached to all insurance obtained pursuant to this Agreement stating that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified, mail, return receipt requested, has been given to City. In the event that any coverage required by this section is reduced, limited, cancelled, or materially affected in any other manner, Contractor shall provide written notice to City at Contractor's earliest possible opportunity and in no case later than ten (10) working days after Contractor is notified of the change in coverage.

4.4.4 Additional insured; primary insurance. City and its officers, employees, agents, and authorized volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor; products and completed operations of Contractor, as applicable; premises owned, occupied, or used by Contractor; and automobiles owned, leased, or used by the Contractor in the course of providing services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or authorized volunteers.

A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by City shall be called upon to contribute to a loss under the coverage.

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

4.4.6 Variation. The City Attorney may approve in writing a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that City's interests are otherwise fully protected.

4.4.7 No policy required hereunder shall prohibit Contractor from waiving any right with regard to the Indemnities set out below in Section 5.

4.5 Remedies. In addition to any other remedies City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Contractor's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

SECTION 5. INDEMNIFICATION

Contractor shall indemnify, defend with counsel acceptable to City and hold harmless City and its officials, officers, employees, members, agents and authorized volunteers from and against any and all losses, liabilities, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, damages and expenses of any kind, whether actual or threatened (including but not limited to attorneys' fees and costs, court costs, interest defense costs, and expert witness fees) where the same arise out of, are a consequence of or are in any way attributable to, in whole or in part, the performance of this Agreement (or the failure to perform) by Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor. Such indemnification, defense and hold harmless extend to Contractor's provision, use, transport and storage of hazardous materials, as those commonly are defined under state and federal laws and regulations.

The foregoing obligation of Contractor shall not apply when (1) the injury, loss of life, damage to property or violation of law arises wholly from the negligence or willful misconduct of City or its officers, employees, agents or authorized volunteers and (2) the actions of Contractor or its employees, subcontractors or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law.

It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

SECTION 6. LEGAL REQUIREMENTS.

- 6.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 6.2 **Compliance with Applicable Laws.** Contractor and any subcontractor shall comply with all applicable local, state and federal laws and regulations applicable to the performance of the work hereunder.
- 6.3 **Licenses and Permits.** Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that is legally required to practice their respective professions. Contractor represents and warrants to City that Contractor and its employees, agents and any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.

SECTION 7. TERMINATION AND MODIFICATION.

- 7.1 **Termination.** City and Contractor hereby agree that this Agreement may be cancelled upon thirty (30) days written notice.
- In the event of termination, Contractor shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Contractor delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Contractor or prepared by or for Contractor or City in connection with this Agreement.
- 7.2 **Extension.** Both parties agree that extending the Agreement beyond that provided for in Subsection 1.1 may be in the best interest of all concerned. Any such extension shall require a written amendment to this Agreement, as provided for herein. City and Contractor understand and agree that, if both parties agree to such an extension, all terms and conditions of the original Agreement shall remain the same, and extended to the date provided for in said amendment.
- 7.3 **Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.
- 7.4 **Survival.** All obligations arising prior to the termination of this Agreement and

all provisions of this Agreement allocating liability between City and Contractor shall survive the termination of this Agreement.

- 7.5 Options upon Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, any or all the following:

- 7.5.1** Immediately terminate the Agreement;
- 7.5.2** Retain the documents, and any other work product prepared by Contractor pursuant to this Agreement;
- 7.5.3** Retain a different Contractor to complete the work described in Exhibit A not finished by Contractor; or
- 7.5.4** Charge Contractor the difference between the costs to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Contractor pursuant to Section 2 if Contractor had completed the work.

SECTION 8. KEEPING AND STATUS OF RECORDS.

- 8.1 Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of City. Contractor hereby agrees to deliver those documents to City upon termination of the Agreement.
- 8.2 Contractor's Books and Records.** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement.
- 8.3 Inspection and Audit of Records.** Any records or documents that Section 8.2 of this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds Ten Thousand Dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.

SECTION 9. UNAUTHROIZED ALIENS.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

SECTION 10. 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, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. 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. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

SECTION 11. MISCELLANEOUS PROVISIONS.

- 11.1 Assignment.** The expertise and experience of Contractor are material considerations for this Agreement. City has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Contractor under this Agreement. In recognition of that interest, Contractor shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including summary termination of this Agreement.
- 11.2 Attorneys' Fees.** If either party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 11.3 Venue.** In the event that either party brings any action against the other under this

Agreement, the parties agree that trial of such action shall be vested exclusively in Los Angeles County.

- 11.4 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 11.5 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 11.6 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and permitted assigns of the parties.
- 11.7 Contractor Representative.** All matters under this Agreement shall be handled for Contractor by **James Salvito**.
- 11.8 City Contract Administration.** This Agreement shall be administered by Maryam Babaki, Director of Public Works and Development Services, or her designee ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 11.9 Notices.** Any written notice to Contractor shall be sent to:
- James Salvito**
CEO
MNS Engineers, Inc.
1055 E. Colorado Blvd., 5th Floor
Pasadena, CA 91106
- Any written notice to City shall be sent to:
- Maryam Babaki**
Director of Public Works and Development Services
City of Commerce
2535 Commerce Way
Commerce, CA 90040
- 11.10 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, represents the entire and integrated agreement between City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

11.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

The Parties have executed this Agreement as of the Effective Date.

CITY OF COMMERCE

CONTRACTOR

Oralia Y. Rebollo, Mayor



James Salvito, CEO

Attest:

Lena Shumway, City Clerk

Approved as to Form:

Noel Tapia, City Attorney

ON CALL SURVEY SCOPE OF SERVICES FOR CITY OF COMMERCE

Project Understanding

MNS understands the City is seeking professional and qualified land surveying consultants experienced in working with municipalities to support their general survey services related to the design and construction of the capital improvement program for storm sewers, sanitary sewers, streets, parks, miscellaneous buildings, and other miscellaneous projects. This on-call contract will provide services on an as needed basis for a three year period, with two (2) optional one-year extension periods subject to approval of the City Manager.

The survey team selected will have expertise in providing typical services such as topographic surveys (aerial, ground, LIDAR), property boundary, easement and right-of-way retracements, research of public records, hydrographic surveys, precise leveling, GPS surveys, legal description writing, record of survey preparation, monument preservation, and private development review of tract and parcel maps, lot line adjustments, mergers, etc. They will have a thorough understanding of the State Subdivision Map Act and Local Ordinances and have a solid understanding of the history of the subdivision ordinances of Los Angeles County. For projects involving subconsultants such as aerial mapping consultants, the team will provide oversight of and be responsible for the work performed by the subconsultants.

Project Initiation

The City will initiate the request for services for a given project or task. We will correspond with the City to obtain a good understanding of the project/task requirements.

Project Scope, Schedule, and Fee

The MNS Project Manager will prepare a scope of work to clearly identify the task(s) to be performed, the specific deliverables for the task(s), a schedule for completion of task(s), the estimated cost for the task(s), and a combined total, not-to-exceed cost.

For map review projects, the Principal-in-Charge will initially meet with the City Project Manager to review the typical estimated costs for the majority of map reviews. This amount is not to be exceeded without prior approval from the City, and a substantial reason for exceeding.

All projects will utilize the appropriate levels of staff to competently and efficiently complete their assignments.

The Project Manager and individuals to be assigned to the task(s) will be identified with their title. Subconsultants, if any, will be identified for their portion of the work. Any particular standards or procedures required will be identified in the scope of work description. All Critical Project Elements as identified in the following section will be incorporated into the scope.

Critical Project Elements

Typical Survey Tasks for Non-Construction Projects

- Project datums and sources identified. Typical horizontal and vertical datums used are City, County, NGS, Caltrans. In non-critical, isolated small projects, assumed datums may be acceptable to provide efficiency. This will be confirmed by the City prior to commencing work.
- For topographic mapping, map scale, accuracy, and contour interval are identified.
- Field equipment and procedures are established for desired accuracy, detail, and efficiency.
- Project limits are identified.
- Level of mapping detail is identified.
- Critical boundary and rights-of-way are identified.

- Non-critical boundaries, rights-of-way, level of accuracy requirements, and acceptable resources are identified. Typically project base maps require, for instance, right-of-way lines.
- If the project will be confined within the paved road, right-of-way can at times be per record data and best fit or from a geographic information system (GIS) source. The source will be identified on the map and an advisory if the design will require construction in close proximity to the R/W line; that line must move to the critical R/W status and be formally retraced.
- Easement research and retracement needs are identified. The need for title reports is assessed.
- Computer-aided drafting and design (CADD) mapping standards are identified. These can be in-house or City specified.
- Utility mapping requirements are identified. Critical items may include location of visible utilities, manhole dipping, underground service alert (USA) markings, and atlas procurement from utility companies. In some cases, as needed, we contract with an underground utility locating company to positively identify locations, type, and condition in the case of sewer and storm drain video inspection.
- Access issues determined and access permits acquired as needed.
- Safety issues are considered. Traffic control is implemented as needed. Special, off-peak traffic working hours may be incorporated for crew safety.
- Scanning may be incorporated for safety and efficiency.

Construction Projects

- Plan Verification. Construction staking assignments begin with verifying the plans are the current, approved plans. We often receive electronic drawings which we carefully compare against the hard copy approved plans. We will note any discrepancies and address them with the design consultant.
- Project Controls. Prior to commencing construction layout work, our first field assignment is to check and verify project horizontal and vertical control. Our field team will independently survey this control. We will provide a project control report for use by the construction staking surveyor.
- Conforming Ties. We will identify all tie-in points where new construction conforms to the existing in order to eliminate any discrepancies that we may encounter.
- Safety. Safety issues are considered. Traffic control is implemented as needed. Special, off-peak traffic working hours may be incorporated for crew safety.
- Survey Request Authority and Timing. Prior to commencing work, we will establish the person or persons authorized to request staking, monitoring, or other tasks with the City. We will also establish a preferred lead time to ensure availability and preparedness.

Proposed Approach/Methodology

General Surveying Approach

Project Commencement

The project will commence upon completion of all contractual documents. No work will be performed until the City has issued a signed Task Order for a given project.

Kick-off Meeting and Project Development Meetings (optional)

Often the survey tasks can be efficiently scoped and completed without the need for a formal kick-off meeting. However, longer term projects and projects involving other disciplines will often benefit from a kick-off meeting and subsequent project development team meetings. We are prepared to attend and if necessary, assist in leading the meeting(s) with the City by preparing agendas with task assignments, schedules, lines of communications; and identifying challenges and concerns.

Project Processing

The project will proceed under the management of the Project Manager, providing guidance to the team and quality assurance and quality control for the products. Project Manager will provide updates as deemed necessary or as requested by the City. The Project Manager will track the schedule and budget to ensure the project functions as anticipated. Issues that arise and need guidance from the City will be addressed in a timely manner.

Project Closure

Deliverables will be prepared, final reviewed by the Project Manager, and submitted to the City. The Project Manager will respond promptly to any questions or requests for clarification, edits, etc. by the City and address them immediately. The City will provide a letter or e-mail stating the project requirements have been met. The Project Manager will be available following acceptance of the project by the City to clarify any item on the deliverables where questions may arise during the use of the data.

Municipal Surveying Approach

MNS will provide map checking for tentative and final maps. MNS will also provide guidance and reviews for lot line adjustments, voluntary mergers, certificates of compliance, and other processes including roadway vacations, granting and relinquishing of easements, and preparing and/or reviewing legal descriptions, plats and related documents.

Land Development Review Approach

Initial Preparation

MNS will conduct all necessary research to establish templates, statements, procedures, etc. and, as needed, will develop a library of typical statements to use for Parcel Maps, Tract Maps, Required Tax Statements, City Engineers Statement, City Clerk, etc.

Project Review Procedures

Upon receiving a project from the City, MNS will log the submittal into a spreadsheet and assign a tracking number. MNS will also set a target due date that falls prior to the State-mandated deadline for response. The submittal is reviewed for completeness. Once the submittal is deemed substantially complete, MNS will conduct the first thorough review. MNS will prepare a redlined map (or redlined documents for non-map projects) and a separate text document listing the review comments. MNS can work with hard copy submittals, but Adobe PDF are encouraged. Per City of Commerce procedures, MNS will communicate reviews directly to the applicant with a copy to the City Project Manager. MNS will also correspond directly with the owner to complete the monument inspection when required.

Coordination with Plan Checking

When easements, roadways, or other dedications are required, MNS recommends corresponding with the person assigned to the plan check to ensure the areas being dedicated are adequate for the project. MNS will also review the conditions of approval to identify any conditions tied to the preparation or recordation of the map and/or documents.

Research

MNS will use its relationship with title companies in Southern California through the MNS Senior Land Title Analyst who can provide research expertise for various types of projects that require clarification to land issues such as easement rights, chain of title clarifications, etc.

Cost Proposal

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #2) PAGE 1 OF 2
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
 (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed
 Consultant or Subconsultant

MNS Engineers, Inc.

Contract No.

Date 12/14/2017

Fringe Benefit 61.60% + Overhead 87.27% + General Administration 0% 148.87% Combined Indirect Cost Rate (ICR) %
 (= 0% if Included in OH) (= 0% if Included in OH)

FEE % = 10.00%

BILLING INFORMATION**CALCULATION INFORMATION**

Name/Job Title/Classification ¹	Hourly Billing Rates ²		Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From To			
Mark Reinhardt Principal Surveyor	\$298.23	\$298.23	\$298.23	1/1/2018 12/31/2018	\$108.94	3.00%	Not Applicable
	\$307.18	\$307.18	\$307.18	1/1/2019 12/31/2019	\$112.21	3.00%	
	\$316.39	\$316.39	\$316.39	1/1/2020 12/31/2020	\$115.57	3.00%	
Christopher Vandrey Principal Surveyor	\$157.96	\$157.96	\$157.96	1/1/2018 12/31/2018	\$57.70	3.00%	Not Applicable
	\$162.70	\$162.70	\$162.70	1/1/2019 12/31/2019	\$59.43	3.00%	
	\$167.58	\$167.58	\$167.58	1/1/2020 12/31/2020	\$61.21	3.00%	
Fred Tice Principal Surveyor	\$176.79	\$176.79	\$176.79	1/1/2018 12/31/2018	\$64.58	3.00%	Not Applicable
	\$182.09	\$182.09	\$182.09	1/1/2019 12/31/2019	\$66.52	3.00%	
	\$187.55	\$187.55	\$187.55	1/1/2020 12/31/2020	\$68.51	3.00%	
Shane Sobecki Supervising Surveyor	\$152.56	\$152.56	\$152.56	1/1/2018 12/31/2018	\$55.73	3.00%	Not Applicable
	\$157.14	\$157.14	\$157.14	1/1/2019 12/31/2019	\$57.40	3.00%	
	\$161.86	\$161.86	\$161.86	1/1/2020 12/31/2020	\$59.12	3.00%	
Richard Sleeman Assistant Project Surveyor	\$93.08	\$139.62	\$186.15	1/1/2018 12/31/2018	\$34.00	3.00%	Not Applicable
	\$95.87	\$143.80	\$191.74	1/1/2019 12/31/2019	\$35.02	3.00%	
	\$98.75	\$148.12	\$197.49	1/1/2020 12/31/2020	\$36.07	3.00%	

1. Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.

2. Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Agreed upon billing rates are not adjustable for the term of contract.

3. For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NOTES:

* Denote all employees subject to prevailing wage with an asterisks (*)

* For "Other Direct Cost" listing, see page 2 of this Exhibit

Cost Proposal

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #2) PAGE 1 OF 2
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
 (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed
 Consultant or Subconsultant

MNS Engineers, Inc.

Contract No. _____

Date 12/14/2017

Fringe Benefit 61.60%
 (= 0% if Included in OH)

+ Overhead 87.27% +
 (= 0% if Included in OH)

General Administration 0%

148.87%

Combined Indirect Cost Rate (ICR) %

FEE % = 10.00%

BILLING INFORMATION**CALCULATION INFORMATION**

Name/Job Title/Classification ¹	Hourly Billing Rates ²		Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From To			
Robert Starr Supervising CADD Technician	\$110.38 \$113.69 \$117.10	\$165.57 \$170.54 \$175.65	\$220.76 \$227.38 \$234.20	1/1/2018 1/1/2019 1/1/2020	\$40.32 \$41.53 \$42.78	3.00% 3.00% 3.00%	Not Applicable
Gregory Knudson Supervising Engineer	\$139.51 \$143.69 \$148.00	\$209.26 \$215.54 \$222.00	\$279.01 \$287.38 \$296.01	1/1/2018 1/1/2019 1/1/2020	\$50.96 \$52.49 \$54.06	3.00% 3.00% 3.00%	Not Applicable
Masayuki Ueoka Senior Land Title Analyst	\$123.19 \$126.89 \$130.69	\$184.79 \$190.33 \$196.04	\$246.38 \$253.77 \$261.39	1/1/2018 1/1/2019 1/1/2020	\$45.00 \$46.35 \$47.74	3.00% 3.00% 3.00%	Not Applicable
Justin Dickerson Certified Party Chief*	\$139.37 \$143.55 \$147.86	\$209.05 \$215.33 \$221.79	\$278.74 \$287.10 \$295.71	1/1/2018 1/1/2019 1/1/2020	\$50.91 \$52.44 \$54.01	3.00% 3.00% 3.00%	Not Applicable
Hector Perez Party Chief*	\$133.76 \$137.77 \$141.90	\$200.64 \$206.66 \$212.86	\$267.52 \$275.54 \$283.81	1/1/2018 1/1/2019 1/1/2020	\$48.86 \$50.33 \$51.84	3.00% 3.00% 3.00%	Not Applicable

1. Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.

2. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.

3. For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NOTES:

· Denote all employees subject to prevailing wage with an asterisks (*)

· For "Other Direct Cost" listing, see page 2 of this Exhibit

Cost Proposal

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #2) PAGE 1 OF 2
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
 (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed
 Consultant or Subconsultant

MNS Engineers, Inc.

Contract No. _____

Date 12/14/2017

Fringe Benefit 61.60% + Overhead 87.27% + General Administration 0% 148.87% Combined Indirect Cost Rate (ICR) %
 (= 0% if Included in OH) (= 0% if Included in OH)

FEE % = 10.00%

BILLING INFORMATION**CALCULATION INFORMATION**

Name/Job Title/Classification ¹	Straight	Hourly Billing Rates ² OT(1.5x)	OT(2x)	Effective date of hourly rate From To	Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
Anthony Robles Chainperson*	\$125.33 \$129.09 \$132.96	\$187.99 \$193.63 \$199.44	\$250.65 \$258.17 \$265.92	1/1/2018 1/1/2019 1/1/2020	\$45.78 \$47.15 \$48.57	3.00% 3.00% 3.00%	Not Applicable
Jacob Yost Apprentice E*	\$86.48 \$89.07 \$91.75	\$129.72 \$133.61 \$137.62	\$172.96 \$178.15 \$183.49	1/1/2018 1/1/2019 1/1/2020	\$31.59 \$32.54 \$33.51	3.00% 3.00% 3.00%	Not Applicable
	\$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00	1/1/2018 1/1/2019 1/1/2020	\$0.00 \$0.00 \$0.00	3.00% 3.00% 3.00%	Not Applicable
	\$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00	1/1/2018 1/1/2019 1/1/2020	\$0.00 \$0.00 \$0.00	3.00% 3.00% 3.00%	Not Applicable
	\$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00	1/1/2018 1/1/2019 1/1/2020	\$0.00 \$0.00 \$0.00	3.00% 3.00% 3.00%	Not Applicable

1. Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.

2. Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Agreed upon billing rates are not adjustable for the term of contract.

3. For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NOTES:

· Denote all employees subject to prevailing wage with an asterisks (*)

· For "Other Direct Cost" listing, see page 2 of this Exhibit

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #2) PAGE 2 OF 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

	Contract No.	Date

SCHEDULE OF OTHER DIRECT COST ITEMS											
PRIME CONSULTANT				SUBCONSULTANT #1				SUBCONSULTANT #2			
DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL
Special Tooling				Special Tooling				Special Tooling			
A.				A.				A.			
B.				B.				B.			
C.				C.				C.			
Travel				Travel				Travel			
A.				A.				A.			
B.				B.				B.			
C.				C.				C.			
PRIME TOTAL ODCs =			\$0	SUBCONSULTANT #1 ODCs =			\$0	SUBCONSULTANT #2 ODCs =			\$0

IMPORTANT NOTES:

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
2. Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is their standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.

**ON-CALL PROFESSIONAL SERVICES
SUPPLEMENTAL QUESTIONNAIRE**

CITY OF COMMERCE CITY HALL
2535 Commerce Way
Commerce, CA 90040

Applicants and/or existing on-call consultants shall provide the information requested herein below, with the notarized certification requested at the end of this document, to the City of Commerce ("City"). **Failure to fully and accurately provide the requested notarized certification or information to the City may result in a determination that the applicant and/or existing on-call consultant is not responsible, nonresponsive and/or that their application is incomplete.**

I. Criminal Conviction(s):

For the five (5) years preceding the date of when this document is submitted to the City, identify on attached page(s) any criminal conviction in any jurisdiction of the United States for a violation of law arising out of the performance of a contract (1) by the applicant and/or existing on-call consultant submitting this supplemental information to the City, including any person who is an officer of, or in a management position with, or has an ownership interest in the entity which is submitting this supplemental information on behalf of the applicant and/or existing on-call consultant, or (2) by the person(s) performing the work described in the original, or subsequent Bid/Proposal/statement of Qualifications, including any such person when they were an officer, manager, owner, or responsible managing employee of any other consulting company other than the applicant and/or existing on-call consultant submitting this supplemental questionnaire to the City.

Provide on an attached page, and label "Criminal Convictions Information":

- (1) The date of conviction;
- (2) The name and court case identification number;
- (3) The identity of the law violated;
- (4) The identity of the prosecuting agency;
- (5) The contract or project involved;
- (6) The punishment imposed; and
- (7) Any exculpatory information of which the City should be aware.

II. Non-Collusion Declaration:

I am the party submitting a proposal for the award of an On-Call Professional Services Agreement, and/or that submitted a Statement of Qualifications to provide said services, for the City. I hereby declare, on behalf of MNS ENGINEERS, INC., and each and every person who is an officer of, or in a management position with, or has an ownership interest in the entity, which is submitting this supplemental information on behalf of the applicant and/or existing on-call consultant, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or

indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the terms of the proposal, including the amount to be paid to the City in the form of consulting fees, permit fees and other forms of compensation, or to fix any overhead, profit or cost element of the proposal, or of that of any other proposer, or to secure any advantage against the public body awarding the agreement to anyone interested in being awarded professional services agreements; that all statements contained in the proposal/statement of qualifications are true; and, further, that the proposer has not, directly or indirectly, submitted its proposal/statement of qualifications or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization or to any member or agent thereof to effectuate a collusive or sham proposal.

I further declare, on behalf of MNS ENGINEERS, INC., and each and every person who is an officer of, or in a management position with, or has an ownership interest in the entity, which is submitting this supplemental information on behalf of the applicant and/or existing on-call consultant, that we have individually, and as an organization, not been subject of an open, pending or past civil or criminal investigation for the actions discussed herein; and/or that we have not been sued civilly or prosecuted criminally for the actions discussed herein.

III. Civil Litigation History:

For the five (5) preceding years preceding the date of when this document is submitted to the City, identify on attached page(s) any civil litigation arising out of the performance of a professional services/on-call consulting contract within the State of California in which any of the following was a named plaintiff or defendant in a lawsuit brought by or against the entity soliciting Bid/Proposal/Statement of Qualifications: the applicant submitting the instant Bid/Proposal/Statement of Qualifications, including any person who is an officer of, or in a managing position with, or has an ownership interest in the entity submitting the Bid/Proposal/Statement of Qualifications. Do not include litigation which is limited solely to enforcement of mechanics' liens or stop notices. Provide on an attached page(s) labeled "Civil Litigation History Information:"

- (1) The name and court case identification number of each case,
- (2) The jurisdiction in which it was filed; and
- (3) The outcome of the litigation, e.g., whether the case is pending, a judgment was entered, a settlement was reached, or the case was dismissed.

IV. False Claims:

"False Claims Act", as used herein, is defined as either or both the Federal False Claims Act, 31 U.S.C. Sections 3729 et seq., and the California False Claims Act, Government Code Sections 12650 et seq. In submitting a Bid/Proposal/Statement of Qualifications to the City of I, hereby certify that neither the applicant nor any person who is an officer of, in a managing position with, or has an ownership interest in the applicant has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act as defined above.

If there has been a determination that the applicant, or any individual associated with the

applicant as discussed herein, has violated the False Claim Act, in attached page(s), label "False Claim Act Information", the following:

- (1) Date of determination of violations;
- (2) Identity of tribunal or court and case name or number;
- (3) Government contract or project involved;
- (4) Government agency involved (local, state and/or federal);
- (5) Amount of fine(s) imposed; and
- (6) Any exculpatory information.

Declaration: I declare under penalty of perjury that the above information, and any information attached and incorporated herein, is true and correct.

Executed this 12th day of APRIL, 2018 at SANTA BARBARA, CA
(month and year) (city and state)
by [Signature], PRESIDENT & CEO
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal/Statement of Qualifications)

[NOTARY ACKNOWLEDGEMENT TO FOLLOW]

STATE OF CALIFORNIA)
)
SS: COUNTY OF LOS)
ANGELES)

Subscribed and sworn to (or affirmed) before me this____day of_____, 20_____.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL OF NOTARY)

(Signature of Notary)

(Typed Name of Notary)

END OF DOCUMENT

See Attached

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Santa Barbara

Subscribed and sworn to (or affirmed) before me on this 12
day of April, 2018, by James A. Salvito

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature Emma Theresa Lombardi



CITY OF COMMERCE
ON-CALL PROFESSIONAL SERVICES SUPPLEMENTAL QUESTIONNAIRE

CRIMINAL CONVICTIONS INFORMATION

There are no criminal convictions to report.



CITY OF COMMERCE
ON-CALL PROFESSIONAL SERVICES SUPPLEMENTAL QUESTIONNAIRE

CIVIL LITIGATION HISTORY—PAST FIVE (5) YEARS

MNS has only one civil litigation in the past five years. We are named as a cross-defendant by cross-complainant CDM Smith.

<i>Case Name</i>	<i>Court ID No.</i>	<i>Jurisdiction</i>	<i>Status</i>
City of Santa Barbara v. CDM Smith	17CV01847	Santa Barbara Superior Court	Discovery/pre-trial

Stantec Consulting Services, Inc.

PROFESSIONAL SERVICES AGREEMENT ON-CALL FOR SURVEYING

THIS AGREEMENT for Professional Services ("Agreement") is made this _____ day of _____, 2017 ("Effective Date") by and between the City of Commerce ("City") and Stantec Consulting Services, Inc. ("Contractor") together sometimes referred to the ("Parties").

SECTION 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in the Scope of Work attached as Exhibit A and incorporated here. Such work shall be provided at the time and place and in the manner specified in Exhibit A. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end three years after the Effective Date. Contractor shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended as provided for in Section 7. The time provided to Contractor to complete the services required by this Agreement shall not affect City's right to terminate the Agreement, as provided for in Section 7.
- 1.2 **Standard of Performance.** Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner including the necessary expertise or knowledge of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession and to the sole satisfaction of the Contract Administrator.
- 1.3 **Assignment of Personnel.** Contractor shall assign only competent personnel to perform services pursuant to Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons. Contractor shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to satisfy Contractor's obligations hereunder.
- 1.5 **Authorization to Perform Services.** Contractor is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from City's project representative.

SECTION 2. COMPENSATION. City hereby agrees to pay Contractor in accordance with the payment schedule as set forth in Exhibit B, attached hereto and incorporated herein by reference as though set forth in full, based upon work completed, as defined in Exhibit A. In the

event of a conflict between this Agreement and Exhibit A regarding the amount of compensation, this Agreement shall prevail. City shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all invoices to City in the manner specified herein. Except as specifically authorized in advance by City, Contractor shall not bill City for duplicate services performed by more than one person.

- 2.1 **Invoices.** Contractor shall submit invoices monthly during the term of this Agreement, based on the work completed. Invoices shall identify the project being worked on and detail of services performed.
- 2.2 **Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Contractor.
- 2.3 **Total Payment.** City shall not pay any additional sum for any expense or cost whatsoever incurred by Contractor in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.
- 2.4 **Payment of Taxes.** Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any federal or state taxes.
- 2.5 **Payment upon Termination.** In the event that City or Contractor terminates this Agreement pursuant to Section 7, City shall compensate the Contractor for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Contractor shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

SECTION 3. EQUIPMENT. Except as otherwise provided, Contractor shall, at its sole cost and expense, provide all supplies and equipment necessary to perform the services required by this Agreement.

SECTION 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Contractor, at its own cost and expense, shall procure the types and amounts of insurance checked below and provide Certificates of Insurance, indicating that Contractor has obtained or currently maintains insurance that meets the requirements of this section and which is satisfactory, in all respects, to City. Contractor shall maintain the insurance policies required by this section throughout the term of this Agreement. Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. All insurance coverage and limits provided by Contractor and available or applicable under 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.

4.1 Workers' Compensation. Contractor shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance Shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Contractor may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Contractor, if a program of self-insurance is provided, shall waive all rights of subrogation against City and its officers, officials, employees, and authorized volunteers for loss arising from work performed under this Agreement.

4.2 Commercial General Insurance and Automobile Liability Insurance.

4.2.1 Commercial General Liability Insurance: Contractor, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) per occurrence, combined single limit coverage of \$2,000,000 in the general aggregate, for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (per occurrence). Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (per accident). No endorsement shall be attached limiting the coverage.

4.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. Any failure of Contractor to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

4.3 Professional Liability Insurance.

4.3.1 General requirements. Contractor, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions.

4.3.2 Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Contractor must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. City shall have the right to exercise, at the Contractor's sole cost and expense, any extended reporting provisions of the policy, if the Contractor cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to City prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

4.4.1 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A-.

4.4.2 Verification of coverage. Prior to beginning any work under this Agreement, Contractor shall furnish City with Certificates of Insurance, and upon request, complete certified copies of all policies, including

complete certified copies of all endorsements. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

4.4.3 Notice of Reduction in or Cancellation of Coverage. A certified endorsement shall be attached to all insurance obtained pursuant to this Agreement stating that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified, mail, return receipt requested, has been given to City. In the event that any coverage required by this section is reduced, limited, cancelled, or materially affected in any other manner, Contractor shall provide written notice to City at Contractor's earliest possible opportunity and in no case later than ten (10) working days after Contractor is notified of the change in coverage.

4.4.4 Additional insured; primary insurance. City and its officers, employees, agents, and authorized volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor; products and completed operations of Contractor, as applicable; premises owned, occupied, or used by Contractor; and automobiles owned, leased, or used by the Contractor in the course of providing services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or authorized volunteers.

A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by City shall be called upon to contribute to a loss under the coverage.

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

4.4.6 Variation. The City Attorney may approve in writing a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that City's interests are otherwise fully protected.

4.4.7 No policy required hereunder shall prohibit Contractor from waiving any right with regard to the Indemnities set out below in Section 5.

4.5 Remedies. In addition to any other remedies City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Contractor's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

SECTION 5. INDEMNIFICATION

Contractor shall indemnify, defend with counsel acceptable to City and hold harmless City and its officials, officers, employees, members, agents and authorized volunteers from and against any and all losses, liabilities, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, damages and expenses of any kind, whether actual or threatened (including but not limited to attorneys' fees and costs, court costs, interest defense costs, and expert witness fees) where the same arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor or any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor. Such indemnification, defense and hold harmless extend to Contractor's provision, use, transport and storage of hazardous materials, as those commonly are defined under state and federal laws and regulations.

It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

SECTION 6. LEGAL REQUIREMENTS.

6.1 Governing Law. The laws of the State of California shall govern this Agreement.

6.2 Compliance with Applicable Laws. Contractor and any subcontractor shall

comply with all applicable local, state and federal laws and regulations applicable to the performance of the work hereunder.

- 6.3 Licenses and Permits.** Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that is legally required to practice their respective professions. Contractor represents and warrants to City that Contractor and its employees, agents and any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term or this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.

SECTION 7. TERMINATION AND MODIFICATION.

- 7.1 Termination.** City and Contractor hereby agree that this Agreement may be cancelled upon thirty (30) days written notice.

In the event of termination, Contractor shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Contractor delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Contractor or prepared by or for Contractor or City in connection with this Agreement.

- 7.2 Extension.** Both parties agree that extending the Agreement beyond that provided for in Subsection 1.1 may be in the best interest of all concerned. Any such extension shall require a written amendment to this Agreement, as provided for herein. City and Contractor understand and agree that, if both parties agree to such an extension, all terms and conditions of the original Agreement shall remain the same, and extended to the date provided for in said amendment.

- 7.3 Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.

- 7.4 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Contractor shall survive the termination of this Agreement.

- 7.5 Options upon Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, any or all the following:

- 7.5.1** Immediately terminate the Agreement;

- 7.5.2 Retain the documents, and any other work product prepared by Contractor pursuant to this Agreement;
- 7.5.3 Retain a different Contractor to complete the work described in Exhibit A not finished by Contractor; or
- 7.5.4 Charge Contractor the difference between the costs to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Contractor pursuant to Section 2 if Contractor had completed the work.

SECTION 8. KEEPING AND STATUS OF RECORDS.

- 8.1 **Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of City. Contractor hereby agrees to deliver those documents to City upon termination of the Agreement.
- 8.2 **Contractor's Books and Records.** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement.
- 8.3 **Inspection and Audit of Records.** Any records or documents that Section 8.2 of this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds Ten Thousand Dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.

SECTION 9. UNAUTHORIZED ALIENS.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for

such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

SECTION 10. 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, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. 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. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

SECTION 11. MISCELLANEOUS PROVISIONS.

- 11.1 **Assignment.** The expertise and experience of Contractor are material considerations for this Agreement. City has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Contractor under this Agreement. In recognition of that interest, Contractor shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including summary termination of this Agreement.
- 11.2 **Attorneys' Fees.** If either party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 11.3 **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in Los Angeles County.
- 11.4 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 11.5 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision

of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

11.6 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and permitted assigns of the parties.

11.7 Contractor Representative. All matters under this Agreement shall be handled for Contractor by Ray Mansur.

11.8 City Contract Administration. This Agreement shall be administered by Maryam Babaki, Director of Public Works and Development Services, or her designee ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

11.9 Notices. Any written notice to Contractor shall be sent to:

Ray Mansur
Senior Principal
Stantec Consulting Services, Inc.
38 Technology Drive, Suite 100
Irvine, CA 92618-5312

Any written notice to City shall be sent to:

Maryam Babaki
Director of Public Works and Development Services
City of Commerce
2535 Commerce Way
Commerce, CA 90040

11.10 Integration. This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, represents the entire and integrated agreement between City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

11.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

The Parties have executed this Agreement as of the Effective Date.

CITY OF COMMERCE

CONTRACTOR

Oralia Y. Rebollo, Mayor



Ray Mansur, Senior Principal

Attest:

Lena Shumway, City Clerk

Approved as to Form:

Noel Tapia, City Attorney

EXHIBIT 'A'

City of Commerce As-Needed Survey Services Approach & Work Plan

Approach

Stantec Team's approach to the pending contract will be to provide surveying services to the City in a timely and cost effective manner through the application of good project management and state of the art technical skills. In response to a specific assignment, our team will assemble the skills required for the task and provide a detailed work plan, schedule, and cost estimate for review and approval within five (5) working days. Once the City agrees with the project plan and cost estimate, and the notice to proceed is issued, our Principal In-Charge, Greg Sebourn, will assign the tasks and manage the project through to satisfactory completion.

Work Plan

As there is no specific project defined at this time, we have provided a sample survey approach that includes the tasks that may be involved in a typical project. This procedure will be modified in project-specific work plans to accommodate the nature of specific assignments tasked by the City.

Notice to Proceed

Greg Sebourn, our Principal In-Charge, will coordinate with the City and Stantec staff to discuss and review the task order scope of services and estimated fees to accomplish the task. Alternative survey methods such as 3D laser scanning or unmanned aerial surveys (UAS/UAV) will be considered, as applicable, and task-specific responsibilities will be assigned to the team. For field services, a safety plan will be developed in accordance with the W.A.T.C.H. Manual, local requirements, and Stantec's risk management policy. The safety plan will also be reviewed by Ray Mansur, our QA/QC manager and Project Safety Official.

Research and Field Preparation

Critical to the successful start of any project is the ability to obtain relevant survey records, maps, plans, and other documentation. We will consult with the County and local City agencies to obtain copies of maps, plans, as-builts, and other public records needed for the project. If required, private utility company records may also be reviewed along with title information and other documentation.

Our field support staff will use the research listed above to develop the necessary instructions and information for field personnel to effectively perform the requested survey task. This field package may consist of: the scope of services outline (field request); the project safety plan; access instructions and entry permits; control diagrams; existing monuments and record information; and construction calculations and alignments.

Field Coordination

Our field crews are highly trained to react to varying situations encountered on the job site, and are experts in working in high traffic areas, construction zones, and confined spaces. We utilize state-of-the-art conventional total stations, GPS receivers, digital levels, and laser scanners, and ensure the right tool is used for the job at hand. Once on site, our Survey Party Chief will meet with the City designated representative or project superintendent to ensure there is a clear



understanding of the project needs and safety concerns. Proper control will then be established on site suitable to the task, and requested staking or topography performed based on the scope of services and County direction. Upon completion of the work, reporting will be provided to the City in a suitable format.

Survey Control

Unless otherwise directed by City, horizontal control will be based on California State Plane Coordinates and vertical control will be based on Los Angeles County Bench Marks. Horizontal control positions will be determined using dual frequency static GPS receivers tied to Continuous Operating Reference Stations (CORS/CGPS). In addition, secondary positions may be determined using conventional total station measurements.

The resulting data will be post-processed using a combination of Trimble Business Center and Microsurvey/Star*Net least squares software. Vertical control positions will be determined using electronic digital levels and adjusted using Star*Net least squares software. Additional survey control will be established in areas where construction is anticipated to facilitate and support construction activities.

Aerial Surveys

For photogrammetric work that may be tasked under this contract, we will work with one of several aerial firms. Our team is intimately familiar with the accuracies that can be obtained for different projects and applications, the most appropriate scales to consider for design, and the alternative methods involved, including conventional photogrammetry, AGPS, and aerial LiDAR.

Project supervisors and technicians perform quality assurance inspections on all plots. Plots are compared to the original photographs to ensure that all specified features have been captured and accurately coded.

Site Topography

Our crews will locate topographic features in areas of proposed improvements to support design. Surface improvements such as buildings, sidewalks, trees, curbs, driveways, fences/walls, grade-breaks, and evidence of surface or subsurface utilities may be located as directed by the City. For projects where subsurface evidence is desired, we will work with a third party such as C-Below or Cardno to mark utility locations and/or provide required potholing services that may be needed to confirm the presence of underground lines.

We employ the latest in conventional and geodetic software to reduce our field measurements. This capability combined with AutoCAD provides Stantec with a "field-to-finish" method of data collection. By reducing the need to interpret field measurements through the use of digital field notes, we are able to get a clear view of the field conditions quickly and accurately.

Construction Staking

Stantec's Team is highly experienced in providing construction staking support services. All field requests are reviewed by the project manager and field supervisor to ensure the request and schedule are clearly understood. A field package will then be prepared by Stantec's office staff based on the task requested. Calculations will be checked against the latest known plans and any questions or conflicts will be brought to the project engineer and/or contractor for confirmation or clarification.

The field package will be provided to one of Stantec's experienced Party Chiefs, who will check the package against the plans as well as field conditions for consistency. Any conflicts will be reported back to the office staff and subsequently brought to the project engineer and/or



contractor for confirmation or clarification. Stakes will be set or certifications performed according to the task. Our Party Chiefs will stay in communication with the contractor to ensure the information provided is clear and his/her needs have been met.

Upon completion of the task, cut sheets, notes, field memos, or other applicable information will be reviewed by office staff and provided to the contractor and/or City if requested. In addition, upcoming needs will be discussed with the contractor so that office staff can be informed of pending requests. Where applicable, final office deliverables will be prepared by Stantec's office staff and reviewed through our QA/QC practice prior to issuing.

Right-of-Way and Monument Preservation

Where boundaries and rights-of-way are affected, Stantec has Professional Land Surveyors on staff to supervise the preparation of boundaries, easements, subdivision maps, and project base mapping that may be required. Our staff is highly experienced in right-of-way engineering and is intimately familiar with local requirements and standards necessary to prepare this work.

Where monuments may be impacted, our team understands the importance of preserving those monuments for future retracement. Prior to construction, our team will locate and tie out any monuments to be preserved and prepare a pre-construction Corner Record or Record of Survey in accordance with Section 8771 of the Professional Land Surveyors Act. The destroyed monument(s) will be reset following completion of construction, and a post-construction Corner Record or Record of Survey filed to document the newly set monument.

3D Laser Scanning

Stantec is highly qualified and experienced in providing 3D laser scanning services. Having provided scanning services for many architectural and industrial-related projects, our staff understands the process and workflow required to successfully deliver usable scanning data on projects. Scanning efforts begin with a site-wide network of horizontal and vertical control so the scans can be tied to historical or other project data. Using a phase-based scanner, a dense point cloud and imagery will be collected of the project area. As a supplement to the scanning, conventional survey will be performed to spot verify the scanning and provide specific detail on surface utilities and other features that may be desired.

Registered and unified point clouds will be created and adjusted/georeferenced to fit the site control. Significant "noise" will be removed from the point cloud in an effort to provide a "clean"



data set for modeling purposes. Deliverables can be provided in multiple formats, including Bentley .POD, Autodesk ReCap .RCS, and Revit .RVT.

Unmanned Aerial Survey / Unmanned Aerial Vehicle (UAS/UAV)

We understand that you may want Stantec to provide precision aerial ortho-photography and topographic base mapping using our Unmanned Aerial System (UAS) methods and procedures.

As required by the FAA, Stantec will provide an aircraft operator and visual observer to ensure the UAV aircraft is in sight at all times. The Pilot in Charge (PIC) will be the liaison to all FAA personnel for coordination and notifications for flight operation safety.

- Stantec will compile topographic mapping using standard photogrammetric methods at a scale of 1 inch equals 40 feet, with a one foot contour interval. The topographic map and orthophotography will be tied to the projects horizontal and vertical datum.
- Stantec will perform Quality Assurance and Quality Checks (QA/QC) of UAS data sets.
- A supplemental topographic survey using conventional survey equipment will be performed to tie in key fixed improvements. Visible indications of surface drainage features shall also be located, as will lid/rim elevations for drainage structures
- Stantec will provide digital ortho-photography having a pixel resolution of approximately 0.10 feet (each pixel will represent approximately one inch on the ground) suitable for plotting at a scale of 1 inch equals 40 feet.

QA/QC of Deliverables

Our commitment to excellence is reflected in the quality of the work that we do. We believe this is essential to client service and long-term business success. In order to assure the accuracy and completeness of project deliverables and documents, we have established specific quality assurance review and checking procedures. These procedures are refined on a project-basis by the project manager and QA/QC manager. For each task, reviews will be conducted by the project manager at each phase of the task to ensure accuracy and completeness.

City of Commerce On-Call Land Surveying Services PAGE 1 OF 3
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
 (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed
 Consultant or Subconsultant

Stantec Consulting Service Inc.

Contract No. _____

Date 12/14/2017

Fringe Benefit %	+	Overhead %	+	General Administration %	=	Combined Indirect Cost Rate (ICR) %
55.17%	+	105.23%	+	N/A		160.40%
						FEE % = 10.00%

BILLING INFORMATION**CALCULATION INFORMATION**

Name/Job Title/Classification ¹	Straight	Hourly Billing Rates ²		OT(2x)	Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
			OT(1.5x)		From	To			
Principal Surveyor	\$229.15	N/A	N/A	N/A	1/1/2017	12/31/2017	\$80.00	0	
	\$238.32	N/A	N/A	N/A	1/1/2018	12/31/2018	\$83.20	4.00%	\$75-\$85
	\$247.85	N/A	N/A	N/A	1/1/2019	12/31/2019	\$86.53	4.00%	
Senior Surveyor	\$186.19	N/A	N/A	N/A	1/1/2017	12/31/2017	\$65.00	0	
	\$193.63	N/A	N/A	N/A	1/1/2018	12/31/2018	\$67.60	4.00%	\$59-\$69
	\$201.38	N/A	N/A	N/A	1/1/2019	12/31/2019	\$70.30	4.00%	
Project Surveyor / Sr. Survey Technician	\$128.90	N/A	N/A	N/A	1/1/2017	12/31/2017	\$45.00	0	
	\$134.05	N/A	N/A	N/A	1/1/2018	12/31/2018	\$46.80	4.00%	\$42-\$49
	\$139.42	N/A	N/A	N/A	1/1/2019	12/31/2019	\$48.67	4.00%	
Survey Technician	\$88.80	N/A	N/A	N/A	1/1/2017	12/31/2017	\$31.00	0	
	\$92.35	N/A	N/A	N/A	1/1/2018	12/31/2018	\$32.24	4.00%	\$26-\$36
	\$96.04	N/A	N/A	N/A	1/1/2019	12/31/2019	\$33.53	4.00%	
Administrative Assistant	\$70.18	N/A	N/A	N/A	1/1/2017	12/31/2017	\$24.50	0	
	\$72.98	N/A	N/A	N/A	1/1/2018	12/31/2018	\$25.48	4.00%	\$22-\$27
	\$75.90	N/A	N/A	N/A	1/1/2019	12/31/2019	\$26.50	4.00%	

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NOTES:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Cost" listing, see page 2 of this Exhibit

City of Commerce On-Call Land Surveying Services PAGE 2 OF 3
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
 (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed
 Consultant or Subconsultant

Stantec Consulting Service Inc. Contract No. _____ Date 12/14/2017

Fringe Benefit % 55.17% + Overhead % 105.23% + General Administration % N/A = Combined Indirect Cost Rate (ICR) % 160.40%
 FEE % = 10.00%

BILLING INFORMATION**CALCULATION INFORMATION**

Name/Job Title/Classification ¹	Hourly Billing Rates ²		Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	From	To			
PLS Party Chief*	\$147.83 \$153.74 \$159.89	N/A N/A N/A	1/1/2017 1/1/2018 1/1/2019	12/31/2017 12/31/2018 12/31/2019	\$51.61 \$53.67 \$55.82	0 4.00% 4.00%	N/A Local 12 Rate
Certified Party Chief*	\$145.83 \$151.66 \$157.73	N/A N/A N/A	1/1/2017 1/1/2018 1/1/2019	12/31/2017 12/31/2018 12/31/2019	\$50.91 \$52.95 \$55.06	0 4.00% 4.00%	N/A Local 12 Rate
Party Chief*	\$139.95 \$145.55 \$151.37	N/A N/A N/A	1/1/2017 1/1/2018 1/1/2019	12/31/2017 12/31/2018 12/31/2019	\$48.86 \$50.81 \$52.85	0 4.00% 4.00%	N/A Local 12 Rate
Chainman*	\$131.13 \$136.38 \$141.83	N/A N/A N/A	1/1/2017 1/1/2018 1/1/2019	12/31/2017 12/31/2018 12/31/2019	\$45.78 \$47.61 \$49.52	0 4.00% 4.00%	N/A Local 12 Rate
Survey Apprentice*	\$90.49 \$94.11 \$97.87	N/A N/A N/A	1/1/2017 1/1/2018 1/1/2019	12/31/2017 12/31/2018 12/31/2019	\$31.59 \$32.85 \$34.17	0 4.00% 4.00%	N/A Local 12 Rate

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NOTES:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Cost" listing, see page 2 of this Exhibit

City of Commerce On-Call Land Surveying Services PAGE 3 OF 3
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Contract No. _____
Date 12/13/2014

SCHEDULE OF OTHER DIRECT COST ITEMS

PRIME CONSULTANT				SUBCONSULTANT #1				SUBCONSULTANT #2			
DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL
Special Tooling				Special Tooling				Special Tooling			
Agency Fees	as applicable	actual		A.				A.			
Reimbursables	as applicable	actual		B.				B.			
C.				C.				C.			
Travel				Travel				Travel			
Mileage	per mile	IRS rate		A.				A.			
				B.				B.			
				C.				C.			
PRIME TOTAL ODCs =			\$0	SUBCONSULTANT #1 ODCs =			\$0	SUBCONSULTANT #2 ODCs =			\$0

IMPORTANT NOTES:

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
2. Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.
3. Items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is their standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.

**ON-CALL PROFESSIONAL SERVICES
SUPPLEMENTAL QUESTIONNAIRE**

CITY OF COMMERCE CITY HALL
2535 Commerce Way
Commerce, CA 90040

Applicants and/or existing on-call consultants shall provide the information requested herein below, with the ~~notarized~~ certification requested at the end of this document, to the City of Commerce ("City"). **Failure to fully and accurately provide the requested ~~notarized~~ certification or information to the City may result in a determination that the applicant and/or existing on-call consultant is not responsible, nonresponsive and/or that their application is incomplete.**

I. Criminal Conviction(s):

For the five (5) years preceding the date of when this document is submitted to the City, identify on attached page(s) any criminal conviction in any jurisdiction of the United States for a violation of law arising out of the performance of a contract (1) by the applicant and/or existing on-call consultant submitting this supplemental information to the City, including any person who is an officer of, or in a management position with, or has an ownership interest in the entity which is submitting this supplemental information on behalf of the applicant and/or existing on-call consultant, or (2) by the person(s) performing the work described in the original, or subsequent Bid/Proposal/statement of Qualifications, including any such person when they were an officer, manager, owner, or responsible managing employee of any other consulting company other than the applicant and/or existing on-call consultant submitting this supplemental questionnaire to the City.

Provide on an attached page, and label "Criminal Convictions Information":

- (1) The date of conviction;
- (2) The name and court case identification number;
- (3) The identity of the law violated;
- (4) The identity of the prosecuting agency;
- (5) The contract or project involved;
- (6) The punishment imposed; and
- (7) Any exculpatory information of which the City should be aware.

II. Non-Collusion Declaration:

I am the party submitting a proposal for the award of an On-Call Professional Services Agreement, and/or that submitted a Statement of Qualifications to provide said services, for the City. I hereby declare, on behalf of Stantec Consulting Services Inc., and each and every person who is an officer of, or in a management position with, or has an ownership interest in the entity, which is submitting this supplemental information on behalf of the applicant and/or existing on-call consultant, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or

indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the terms of the proposal, including the amount to paid to the City in the form of consulting fees, permit fees and other forms of compensation, or to fix any overhead, profit or cost element of the proposal, or of that of any other proposer, or to secure any advantage against the public body awarding the agreement to anyone interested in being awarded professional services agreements; that all statements contained in the proposal/statement of qualifications are true; and, further, that the proposer has not, directly or indirectly, submitted its proposal/statement of qualifications or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization or to any member or agent thereof to effectuate a collusive or sham proposal.

I further declare, on behalf of Stantec Consulting Services Inc., and each and every person who is an officer of, or in a management position with, or has an ownership interest in the entity, which is submitting this supplemental information on behalf of the applicant and/or existing on-call consultant, that we have individually, and as an organization, not been subject of an open, pending or past civil or criminal investigation for the actions discussed herein; and/or that we have not been sued civilly or prosecuted criminally for the actions discussed herein.

III. Civil Litigation History:

For the five (5) preceding years preceding the date of when this document is submitted to the City, identify on attached page(s) any civil litigation arising out of the performance of a professional services/on-call consulting contract within the State of California in which any of the following was a named plaintiff or defendant in a lawsuit brought by or against the entity soliciting Bid/Proposal/Statement of Qualifications: the applicant submitting the instant Bid/Proposal/Statement of Qualifications, including any person who is an officer of, or in a managing position with, or has an ownership interest in the entity submitting the Bid/Proposal/Statement of Qualifications. Do not include litigation which is limited solely to enforcement of mechanics' liens or stop notices. Provide on an attached page(s) labeled "Civil Litigation History Information."

- (1) The name and court case identification number of each case,
- (2) The jurisdiction in which it was filed; and
- (3) The outcome of the litigation, e.g., whether the case is pending, a judgment was entered, a settlement was reached, or the case was dismissed.

IV. False Claims:

"False Claims Act", as used herein, is defined as either or both the Federal False Claims Act, 31 U.S.C. Sections 3729 et seq., and the California False Claims Act, Government Code Sections 12650 et seq. In submitting a Bid/Proposal/Statement of Qualifications to the City of I, hereby certify that neither the applicant nor any person who is an officer of, in a managing position with, or has an ownership interest in the applicant has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act as defined above.

If there has been a determination that the applicant, or any individual associated with the

applicant as discussed herein, has violated the False Claim Act, in attached page(s), label "False Claim Act Information", the following:

- (1) Date of determination of violations;
- (2) Identity of tribunal or court and case name or number;
- (3) Government contract or project involved;
- (4) Government agency involved (local, state and/or federal);
- (5) Amount of fine(s) imposed; and
- (6) Any exculpatory information.

Declaration: I declare under penalty of perjury that the above information, and any information attached and incorporated herein, is true and correct.

Executed this 11 day of April, 2018 at Irvine, California
(month and year) (city and state)

by Mahmud R. Meint
(signature of owner, officer, manager, or licensee responsible for submission of
Bid/Proposal/Statement of Qualifications)

[NOTARY ACKNOWLEDGEMENT TO FOLLOW]

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- ☒ See Attached Document (Notary to cross out lines 1-6 below)
☐ See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

1
2
3
4
5
6

Signature of Document Signer No. 1 Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

Subscribed and sworn to (or affirmed) before me
on this 11th day of April, 2018
by Date Month Year

(1) Mohammad Heiat

(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.

Signature Linda M. Phillips
Signature of Notary Public

Seal
Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Supplemental Questionnaire Document Date: Apr 11, 2018
Number of Pages: 5 Signer(s) Other Than Named Above: none

I. Criminal Conviction(s):

None that we are aware of

II. Non-Collusion Declaration:

III. Civil Litigation History

There are no unsatisfied judgments or arbitration awards outstanding against Stantec. Stantec does have some legal proceedings, lawsuits, or claims pending. These are a normal part of professional services industries. All have been reported to Stantec's insurers who are in the process of adjusting/managing them. None will have a material effect on the financial position of the company or its ability to undertake this assignment. Perhaps of greater comfort to our clients is the fact that Stantec seeks to deal with client concerns and claims promptly and fairly through its Risk Management group. As a public company, Stantec has substantial assets and maintains a high professional liability insurance limit. Stantec's claims history has resulted in relatively low insurance premiums when compared with firms of similar size and character.

IV. False Claims:

None

STATE OF CALIFORNIA)
)
SS: COUNTY OF LOS)
ANGELES)

Subscribed and sworn to (or affirmed) before me this _____ day of _____, 20____.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL OF NOTARY)

(Signature of Notary)

(Typed Name of Notary)

END OF DOCUMENT

Firm Name: Stantec Consulting Services Inc. ("SCSI")

LEGAL PROCEEDINGS

Following are legal proceedings arising out of construction or design projects in California involving Stantec Consulting Services Inc. We have listed all currently pending litigation against SCSI, *all litigation against SCSI that was resolved in the last five years.*

The following information is considered highly confidential.

PROJECT NAME, LOCATION & OWNER	DESCRIPTION OF CONVICTIONS, FINES and LEGAL PROCEEDINGS (include caption of case, parties, location of proceeding, description of the dispute or enforcement action, dates action commenced and concluded and status and/or outcome)
Paseo Vista Palm Desert, CA Owner – Paseo Vista HOA	Paseo Vista Homeowners Association v. Stantec Consulting Inc., et al.; Riverside CA; alleged grading error; commenced March 2011. A judgment was rendered against Stantec Consulting Services Inc. in the case of Paseo Vista Homeowners' Association v. Paseo Village Development LLC, et al., Superior Court of California, County of Riverside, on September 25, 2013. The judgment was for approximately \$2.2 Million, for damages arising from flooding of a residential subdivision, which Stantec provided civil engineering services for. Stantec has paid the judgment and the matter is now closed.
Sonterra Apartments, City of Lake Forest, CA Owner – Westwood Residential	Sinisa Novakovic v. EQR-Sombra et al.; personal injury vehicular accident; March 27, 2014; Stantec granted summary judgment in October 2014.
4S Ranch San Diego County, CA Owner – The Newland Company	4S Ranch Master Association v. 4S Kelwood Development; Third Party Complaint against Stantec filed June 2012; San Diego County, CA; allegation of construction defects in retaining walls and landscaping at residential development; pending, settled and closed January 2015.
Dollar Station Retrofit North Lake Tahoe, CA Owner – North Tahoe Public Utility District	Stuart Corvin v North Tahoe Public Utility District, Stantec, et al.; Placer County, CA; allegation that overflow from District lift station damaged plaintiff's property; commenced May 2012; settled and closed November 2015.
Seacliff at Point Richmond Richmond, CA Owner - SCNC, LLC – developer; Toll Brothers - Homebuilder	Seacliff at Point Richmond HOA v. Toll Brothers, Inc., et al.; HOA alleges subdivision drainage system did not address hillside run off; commenced January 30, 2015 (tendered to Stantec April 2015); Stantec was voluntarily dismissed by Toll Brothers.

PROJECT NAME, LOCATION & OWNER	DESCRIPTION OF CONVICTIONS, FINES and LEGAL PROCEEDINGS (include caption of case, parties, location of proceeding, description of the dispute or enforcement action, dates action commenced and concluded and status and/or outcome)
<p>Orangethorpe Avenue Railroad Grade Placentia, CA Owner – Orange County Transportation Authority</p>	<p>Michael W. and Michelle N. Moore v. Flatiron West, Inc.; All American Asphalt; Irish Construction; National Railroad Passenger Corp, dba Amtrak; Los Angeles County Metropolitan Transportation Authority; Orange County Transportation Authority; CALTRANS; City of Anaheim; City of Placentia; and Does 1 to 100, inclusive; Third Party Complaint; commenced July 2013; personal injury – Michael Moore; settled and closed April 2017.</p>
<p>Loyalton Wastewater Expansion Loyalton, CA Owner – City of Loyalton, CA</p>	<p>City of Loyalton v. Stantec Consulting Services Inc., Raymond Kruth, Cox & Cox Construction et al., Sierra County Superior Court, California, alleged defects in waste water treatment plant improvements. Litigation commenced October 12, 2012; settled and closed June 2017.</p>

TAIT & Associates, Inc.

**PROFESSIONAL SERVICES AGREEMENT
ON-CALL FOR SURVEYING**

THIS AGREEMENT for Professional Services ("Agreement") is made this 13th day of November, 2017 ("Effective Date") by and between the City of Commerce ("City") and TAIT & Associates, Inc. ("Contractor") together sometimes referred to the ("Parties").

SECTION 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in the Scope of Work attached as Exhibit A and incorporated here. Such work shall be provided at the time and place and in the manner specified in Exhibit A. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end three years after the Effective Date. Contractor shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended as provided for in Section 7. The time provided to Contractor to complete the services required by this Agreement shall not affect City's right to terminate the Agreement, as provided for in Section 7.
- 1.2 **Standard of Performance.** Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner including the necessary expertise or knowledge of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession and to the sole satisfaction of the Contract Administrator.
- 1.3 **Assignment of Personnel.** Contractor shall assign only competent personnel to perform services pursuant to Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons. Contractor shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to satisfy Contractor's obligations hereunder.
- 1.5 **Authorization to Perform Services.** Contractor is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from City's project representative.

SECTION 2. COMPENSATION. City hereby agrees to pay Contractor in accordance with the payment schedule as set forth in Exhibit B, attached hereto and incorporated herein by reference as though set forth in full, based upon work completed, as defined in Exhibit A. In the

event of a conflict between this Agreement and Exhibit A regarding the amount of compensation, this Agreement shall prevail. City shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all invoices to City in the manner specified herein. Except as specifically authorized in advance by City, Contractor shall not bill City for duplicate services performed by more than one person.

- 2.1 **Invoices.** Contractor shall submit invoices monthly during the term of this Agreement, based on the work completed. Invoices shall identify the project being worked on and detail of services performed.
- 2.2 **Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Contractor.
- 2.3 **Total Payment.** City shall not pay any additional sum for any expense or cost whatsoever incurred by Contractor in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.
- 2.4 **Payment of Taxes.** Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any federal or state taxes.
- 2.5 **Payment upon Termination.** In the event that City or Contractor terminates this Agreement pursuant to Section 7, City shall compensate the Contractor for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Contractor shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

SECTION 3. EQUIPMENT. Except as otherwise provided, Contractor shall, at its sole cost and expense, provide all supplies and equipment necessary to perform the services required by this Agreement.

SECTION 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Contractor, at its own cost and expense, shall procure the types and amounts of insurance checked below and provide Certificates of Insurance, indicating that Contractor has obtained or currently maintains insurance that meets the requirements of this section and which is satisfactory, in all respects, to City. Contractor shall maintain the insurance policies required by this section throughout the term of this Agreement. Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. All insurance coverage and limits provided by Contractor and available or applicable under 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.

- 4.1 Workers' Compensation.** Contractor shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance Shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Contractor may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Contractor, if a program of self-insurance is provided, shall waive all rights of subrogation against City and its officers, officials, employees, and authorized volunteers for loss arising from work performed under this Agreement.

4.2 Commercial General Insurance and Automobile Liability Insurance.

- 4.2.1 Commercial General Liability Insurance:** Contractor, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) per occurrence, combined single limit coverage of \$2,000,000 in the general aggregate, for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.
- 4.2.2 Minimum scope of coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (per occurrence). Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (per accident). No endorsement shall be attached limiting the coverage.
- 4.2.3 Additional requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. Any failure of Contractor to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

4.3 Professional Liability Insurance.

4.3.1 General requirements. Contractor, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions.

4.3.2 Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Contractor must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. City shall have the right to exercise, at the Contractor's sole cost and expense, any extended reporting provisions of the policy, if the Contractor cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to City prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

4.4.1 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A-.

4.4.2 Verification of coverage. Prior to beginning any work under this Agreement, Contractor shall furnish City with Certificates of Insurance, and upon request, complete certified copies of all policies, including

complete certified copies of all endorsements. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

4.4.3 Notice of Reduction in or Cancellation of Coverage. A certified endorsement shall be attached to all insurance obtained pursuant to this Agreement stating that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified, mail, return receipt requested, has been given to City. In the event that any coverage required by this section is reduced, limited, cancelled, or materially affected in any other manner, Contractor shall provide written notice to City at Contractor's earliest possible opportunity and in no case later than ten (10) working days after Contractor is notified of the change in coverage.

4.4.4 Additional insured; primary insurance. City and its officers, employees, agents, and authorized volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor; products and completed operations of Contractor, as applicable; premises owned, occupied, or used by Contractor; and automobiles owned, leased, or used by the Contractor in the course of providing services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or authorized volunteers.

A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by City shall be called upon to contribute to a loss under the coverage.

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

4.4.6 Variation. The City Attorney may approve in writing a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that City's interests are otherwise fully protected.

4.4.7 No policy required hereunder shall prohibit Contractor from waiving any right with regard to the Indemnities set out below in Section 5.

4.5 Remedies. In addition to any other remedies City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Contractor's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

SECTION 5. INDEMNIFICATION

Contractor shall indemnify, defend with counsel acceptable to City and hold harmless City and its officials, officers, employees, members, agents and authorized volunteers from and against any and all losses, liabilities, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, damages and expenses of any kind, whether actual or threatened (including but not limited to attorneys' fees and costs, court costs, interest defense costs, and expert witness fees) where the same arise out of, are a consequence of or are in any way attributable to, in whole or in part, the performance of this Agreement (or the failure to perform) by Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor. Such indemnification, defense and hold harmless extend to Contractor's provision, use, transport and storage of hazardous materials, as those commonly are defined under state and federal laws and regulations.

The foregoing obligation of Contractor shall not apply when (1) the injury, loss of life, damage to property or violation of law arises wholly from the negligence or willful misconduct of City or its officers, employees, agents or authorized volunteers and (2) the actions of Contractor or its employees, subcontractors or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law.

It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

SECTION 6. LEGAL REQUIREMENTS.

- 6.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 6.2 **Compliance with Applicable Laws.** Contractor and any subcontractor shall comply with all applicable local, state and federal laws and regulations applicable to the performance of the work hereunder.
- 6.3 **Licenses and Permits.** Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that is legally required to practice their respective professions. Contractor represents and warrants to City that Contractor and its employees, agents and any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.

SECTION 7. TERMINATION AND MODIFICATION.

- 7.1 **Termination.** City and Contractor hereby agree that this Agreement may be cancelled upon thirty (30) days written notice.
- In the event of termination, Contractor shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Contractor delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Contractor or prepared by or for Contractor or City in connection with this Agreement.
- 7.2 **Extension.** Both parties agree that extending the Agreement beyond that provided for in Subsection 1.1 may be in the best interest of all concerned. Any such extension shall require a written amendment to this Agreement, as provided for herein. City and Contractor understand and agree that, if both parties agree to such an extension, all terms and conditions of the original Agreement shall remain the same, and extended to the date provided for in said amendment.
- 7.3 **Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.
- 7.4 **Survival.** All obligations arising prior to the termination of this Agreement and

all provisions of this Agreement allocating liability between City and Contractor shall survive the termination of this Agreement.

7.5 Options upon Breach by Contractor. If Contractor materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, any or all the following:

7.5.1 Immediately terminate the Agreement;

7.5.2 Retain the documents, and any other work product prepared by Contractor pursuant to this Agreement;

7.5.3 Retain a different Contractor to complete the work described in Exhibit A not finished by Contractor; or

7.5.4 Charge Contractor the difference between the costs to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Contractor pursuant to Section 2 if Contractor had completed the work.

SECTION 8. KEEPING AND STATUS OF RECORDS.

8.1 Records Created as Part of Contractor's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of City. Contractor hereby agrees to deliver those documents to City upon termination of the Agreement.

8.2 Contractor's Books and Records. Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement.

8.3 Inspection and Audit of Records. Any records or documents that Section 8.2 of this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds Ten Thousand Dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.

SECTION 9. UNAUTHROIZED ALIENS.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

SECTION 10. 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, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. 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. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

SECTION 11. MISCELLANEOUS PROVISIONS.

- 11.1 Assignment.** The expertise and experience of Contractor are material considerations for this Agreement. City has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Contractor under this Agreement. In recognition of that interest, Contractor shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including summary termination of this Agreement.
- 11.2 Attorneys' Fees.** If either party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 11.3 Venue.** In the event that either party brings any action against the other under this

Agreement, the parties agree that trial of such action shall be vested exclusively in Los Angeles County.

- 11.4 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 11.5 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 11.6 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and permitted assigns of the parties.
- 11.7 Contractor Representative.** All matters under this Agreement shall be handled for Contractor by Jacob Vandervis.
- 11.8 City Contract Administration.** This Agreement shall be administered by Maryam Babaki, Director of Public Works and Development Services, or her designee ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 11.9 Notices.** Any written notice to Contractor shall be sent to:
- Jacob Vandervis
Vice President
TAIT & Associates, Inc.
701 N. Parkcenter Dr.
Santa Ana, CA 92705
- Any written notice to City shall be sent to:
- Maryam Babaki
Director of Public Works and Development Services
City of Commerce
2535 Commerce Way
Commerce, CA 90040
- 11.10 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, represents the entire and integrated agreement between City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

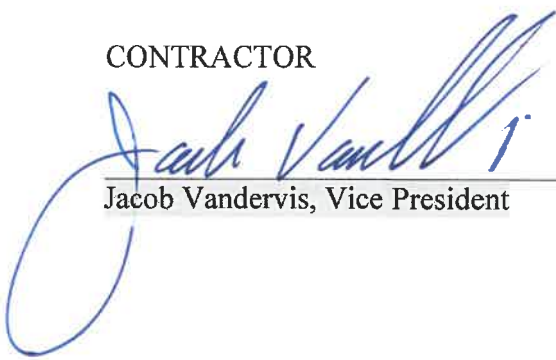
11.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

The Parties have executed this Agreement as of the Effective Date.

CITY OF COMMERCE

CONTRACTOR

Oralia Y. Rebollo, Mayor



Jacob Vandervis, Vice President

Attest:

Lena Shumway, City Clerk

Approved as to Form:

Noel Tapia, City Attorney

Scope of Services

SURVEYING SERVICES

TAIT will expeditiously perform professional surveying services with a two and three-man field crew and full office support equipped with the latest technology. The assigned Survey Chief is a California Registered Land Surveyor. Our field staff has an average of over 20 years of experience.

- **Encumbrance Mapping**

Without the expense of a field survey, find out what your record boundary looks like and what easements exist that can impact your project. When doing your initial due diligence, this is one of the least expensive ways to see what you may need to address for a successful project. For more information this can be combined with a Google Earth image or current aerial photo for a general view of existing conditions.

- **A.L.T.A./A.C.S.M. Surveys**

This is your best tool to protect your interests. Lenders know this and make it a requirement prior to closing on real estate loans. TAIT has been protecting our clients and their lenders by doing quality, cost effective ALTA surveys for the past four decades. Our professional staff can work with you to select those Table "A" items that will meet your needs. If your project entails future construction we can provide you the data you require for your project design.

- **Topographic / Design Surveys**

Using aerial mapping and/or conventional surveying methods, TAIT will compile a comprehensive topographic map for use by your design team. Having completed thousands of topographic surveys for hundreds of clients, we are very familiar with what is needed to insure a comprehensive design. Our field crews use modern equipment including GPS, robotic total stations with data collectors and digital levels to provide you and your design team with the data they need in a timely fashion.

- **Tentative & Final Subdivision Mapping**

TAIT is intimately familiar with how varied the local requirements for Tentative and Final Maps can be, and how often they are revised. We begin every mapping assignment by verifying the approving agency requirements. This type of attention to potential pitfalls is what enables us to take maps from inception to recordation in the shortest possible time. Our staff of professionals and technicians have an average of more than 20 years of experience in all types of mapping.

- **Boundary Surveys**

TAIT starts with thorough research and provides our field crews with comprehensive digital "search maps". Using a combination of Real Time Kinematic GPS units and robotic total stations, enable our crews to quickly locate existing monumentation. Our staff of professional surveyors will then perform a complete boundary analysis determining differences between record and measured data. A boundary plat will be prepared, using the current version of AutoCAD, for an architectural base or engineering background.

- **Records of Survey**

TAIT routinely files for recordation, maps depicting the results of our boundary surveys. This insures you have a public record of your property that can be utilized throughout the life of the project and for subsequent sales.

- **Lot Line Adjustments & Consolidations**

TAIT has prepared hundreds of L.L.A.'s. Our professional staff can quickly determine if this time saving and less expensive document is a viable option for you to achieve your objectives.

- **Legal Descriptions & Exhibits**

Regardless if it is "The southerly 5 feet of lot 2 in Tract 1234" or a three mile long, 400 course fiber optic line easement, TAIT can write a bulletproof legal description and prepare a clear and concise exhibit to meet the requirements of the approving agency.

- **G.P.S. & Control Surveys**

If you have a need to establish, or verify, horizontal and vertical control points our field crews and professional survey staff understand the importance having accurate control to work from and getting it in a timely cost effective manner.

- **Aerial Mapping & Ground Control**

Five acres or five thousand acres; TAIT can work with your aerial mapping company to provide the required aerial targets. We utilize Real Time Kinematic

GPS for the most cost effective establishment of horizontal and vertical values. All points are "double-determined" to insure accuracy. Our in-house QA/QC procedures also include running an additional "control line" to insure the accuracy of the aerial mapping.

- **Construction Staking**

From a one lot single family home to a 300 acre multi-use development, TAIT surveyors can provide the staking a contractor needs to build your project. We understand the need for providing clear, concise and accurate staking in a short timeframe.

- **As-built & Certification Surveys**

When your project is complete, or any phase, you, your financial partner, or an agency, may require professional assurances that everything was built per plan. TAIT survey staff can quickly and cost effectively perform the necessary field work and prepare the required documentation to meet these needs. We routinely work with our engineering division to insure that all project specific requirements have been met.

- **A.D.A. Compliance Surveys**

Adherence to the ever changing regulations concerning the American Disabilities Act is fast becoming more of a concern to all local municipalities and land owners. Relying on anything less than survey grade verification of compliance is quite risky. TAIT Survey staff can quickly and cost effectively determine if your existing project or new construction is in conformance with these rigid standards.



Schedule of Fees

1. Employee Classification	Hourly Rate
06 – Engineering/Architect Assistant.....	70.00
18 – Project Administrator.....	90.00
04 – Designer I.....	110.00
10 – Designer II.....	135.00
03 – Project Engineer / Project Architect / Senior Environmental Scientist.....	155.00
02 – Project Manager / Licensed Surveyor	180.00
17 – Senior Project Manager / Senior Surveyor / Senior Architect.....	200.00
01 – Principal	210.00
11 – Permit Specialist / Environmental Scientist I / CADD Technician.....	100.00
09 – Research Analyst / Lead-Asbestos Technician / Environmental Scientist II.....	110.00
07 – Field Surveyor.....	90.00
08 – Field Surveyor Party Chief.....	125.00
00 – Two man survey crew.....	310.00**
22 – One Man Survey Crew with Robotics	200.00**
00 – Three Man Survey Crew.....	400.00**

The hourly rate for client authorized overtime and for representation at hearings and meetings after 6:00 p.m. will be invoiced at 1.5 times the posted rate.

The above rates are inclusive of phone charges, fax charges, software and licensing fees, and photocopying charges.

** Survey hourly rates based on Prevailing Wage Rates as of 6/15/2017.

2. Mileage, Travel and Per Diem

Auto Mileage: IRS Rate plus 15 percent

Air Travel and Auto Rental: Actual cost plus 15 percent

Per Diem: Actual cost of lodging and meals, plus 15 percent

3. Materials and Supplies

Office and CADD supplies are included in the hourly rates. Prints, plots and reproductions are charged at cost plus 15 percent from commercial blueprint companies. In-house reproduction charges are as follows:

	<u>Prints</u>	<u>Plots</u>	<u>Color Plots</u>
Bond	\$.95/s.f.	\$.95/s.f.	\$6.00/s.f.
Vellum	1.35/s.f.	1.65/s.f.	7.50/s.f.

4. Reimbursable Expenses

Will be billed at cost plus 15 percent. Client will pay directly for all permit and agency fees; otherwise cost plus 15%. Subconsultant invoices will be billed at cost plus 15%.

5. Insurance Coverage

General Liability: \$5,000,000

Errors/Omissions: \$1,000,000

California Workers' Compensation - Statutory

Certificates of insurance coverage will be provided upon request.

Waivers of Subrogation (if required) will be billed as a 2% surcharge on all invoices.

Special endorsements will be billed to the client at cost plus 15% on the first project.

INTEREST OF 1-1/2 PERCENT PER MONTH WILL BE CHARGED ON ALL PAST DUE ACCOUNTS.

:Fees57

**ON-CALL PROFESSIONAL SERVICES
SUPPLEMENTAL QUESTIONNAIRE**

CITY OF COMMERCE CITY HALL
2535 Commerce Way
Commerce, CA 90040

Applicants and/or existing on-call consultants shall provide the information requested herein below, with the ~~notarized~~ certification requested at the end of this document, to the City of Commerce ("City"). **Failure to fully and accurately provide the requested ~~notarized~~ certification or information to the City may result in a determination that the applicant and/or existing on-call consultant is not responsible, nonresponsive and/or that their application is incomplete.**

I. Criminal Conviction(s):

For the five (5) years preceding the date of when this document is submitted to the City, identify on attached page(s) any criminal conviction in any jurisdiction of the United States for a violation of law arising out of the performance of a contract (1) by the applicant and/or existing on-call consultant submitting this supplemental information to the City, including any person who is an officer of, or in a management position with, or has an ownership interest in the entity which is submitting this supplemental information on behalf of the applicant and/or existing on-call consultant, or (2) by the person(s) performing the work described in the original, or subsequent Bid/Proposal/statement of Qualifications, including any such person when they were an officer, manager, owner, or responsible managing employee of any other consulting company other than the applicant and/or existing on-call consultant submitting this supplemental questionnaire to the City.

Provide on an attached page, and label "Criminal Convictions Information":

- (1) The date of conviction;
- (2) The name and court case identification number;
- (3) The identity of the law violated;
- (4) The identity of the prosecuting agency;
- (5) The contract or project involved;
- (6) The punishment imposed; and
- (7) Any exculpatory information of which the City should be aware.

II. Non-Collusion Declaration:

I am the party submitting a proposal for the award of an On-Call Professional Services Agreement, and/or that submitted a Statement of Qualifications to provide said services, for the City. I hereby declare, on behalf of Tait & Associates, Inc., and each and every person who is an officer of, or in a management position with, or has an ownership interest in the entity, which is submitting this supplemental information on behalf of the applicant and/or existing on-call consultant, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or

indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the terms of the proposal, including the amount to paid to the City in the form of consulting fees, permit fees and other forms of compensation, or to fix any overhead, profit or cost element of the proposal, or of that of any other proposer, or to secure any advantage against the public body awarding the agreement to anyone interested in being awarded professional services agreements; that all statements contained in the proposal/statement of qualifications are true; and, further, that the proposer has not, directly or indirectly, submitted its proposal/statement of qualifications or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization or to any member or agent thereof to effectuate a collusive or sham proposal.

I further declare, on behalf of Tait & Associates, Inc., and each and every person who is an officer of, or in a management position with, or has an ownership interest in the entity, which is submitting this supplemental information on behalf of the applicant and/or existing on-call consultant, that we have individually, and as an organization, not been subject of an open, pending or past civil or criminal investigation for the actions discussed herein; and/or that we have not been sued civilly or prosecuted criminally for the actions discussed herein.

III. Civil Litigation History:

For the five (5) preceding years preceding the date of when this document is submitted to the City, identify on attached page(s) any civil litigation arising out of the performance of a professional services/on-call-consulting contract within the State of California in which any of the following was a named plaintiff or defendant in a lawsuit brought by or against the entity soliciting Bid/Proposal/Statement of Qualifications: the applicant submitting the instant Bid/Proposal/Statement of Qualifications, including any person who is an officer of, or in a managing position with, or has an ownership interest in the entity submitting the Bid/Proposal/Statement of Qualifications. Do not include litigation which is limited solely to enforcement of mechanics' liens or stop notices. Provide on an attached page(s) labeled "Civil Litigation History Information:"

- (1) The name and court case identification number of each case,
- (2) The jurisdiction in which it was filed; and
- (3) The outcome of the litigation, e.g., whether the case is pending, a judgment was entered, a settlement was reached, or the case was dismissed.

IV. False Claims:

"False Claims Act", as used herein, is defined as either or both the Federal False Claims Act, 31 U.S.C. Sections 3729 et seq., and the California False Claims Act, Government Code Sections 12650 et seq. In submitting a Bid/Proposal/Statement of Qualifications to the City of I, hereby certify that neither the applicant nor any person who is an officer of, in a managing position with, or has an ownership interest in the applicant has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act as defined above.

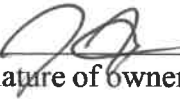
If there has been a determination that the applicant, or any individual associated with the

applicant as discussed herein, has violated the False Claim Act, in attached page(s), label "False Claim Act Information", the following:

- (1) Date of determination of violations;
 - (2) Identity of tribunal or court and case name or number;
 - (3) Government contract or project involved;
 - (4) Government agency involved (local, state and/or federal);
 - (5) Amount of fine(s) imposed; and
 - (6) Any exculpatory information.
-

Declaration: I declare under penalty of perjury that the above information, and any information attached and incorporated herein, is true and correct.

Executed this 20th day of March 2018 at Scotts Ann, CA
(month and year) (city and state)

by 
(signature of owner, officer, manager, or licensee responsible for submission of
Bid/Proposal/Statement of Qualifications)

[NOTARY ACKNOWLEDGEMENT TO FOLLOW]

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- ☒ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], *not* Notary)

1 _____
 2 _____
 3 _____
 4 _____
 5 _____
 6 _____

Signature of Document Signer No. 1 Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
 County of Orange

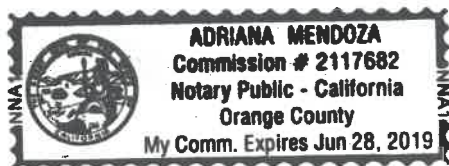
Subscribed and sworn to ~~(or affirmed)~~ before me
 on this 20th day of March, 2018,
 by Date Month Year

(1) Jason Jones

(and (2) _____),
 Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence
 to be the person(s) who appeared before me.

Signature Adriana Mendoza
 Signature of Notary Public



Seal
 Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Civil Litigation History

Florez v. State of CA, et al. – Case #CIVDS1415813 – Superior Court of the State of California/County of San Bernardino - TAIT was named in a lawsuit against that state of California filed after two individuals were involved in a pedestrian vs. automobile accident in the area of a new Walmart construction site. TAIT served as civil engineer on the Walmart project. TAIT agreed to settle with plaintiff for \$5,000.

Towill, Inc.

PROFESSIONAL SERVICES AGREEMENT ON-CALL FOR SURVEYING

THIS AGREEMENT for Professional Services ("Agreement") is made this _____ day of _____, 2017 ("Effective Date") by and between the City of Commerce ("City") and Towill, Inc. ("Contractor") together sometimes referred to the ("Parties").

SECTION 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in the Scope of Work attached as Exhibit A and incorporated here. Such work shall be provided at the time and place and in the manner specified in Exhibit A. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

- 1.1 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end three years after the Effective Date. Contractor shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended as provided for in Section 7. The time provided to Contractor to complete the services required by this Agreement shall not affect City's right to terminate the Agreement, as provided for in Section 7.
- 1.2 Standard of Performance.** Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner including the necessary expertise or knowledge of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession and to the sole satisfaction of the Contract Administrator.
- 1.3 Assignment of Personnel.** Contractor shall assign only competent personnel to perform services pursuant to Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons. Contractor shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 Time.** Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to satisfy Contractor's obligations hereunder.
- 1.5 Authorization to Perform Services.** Contractor is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from City's project representative.

SECTION 2. COMPENSATION. City hereby agrees to pay Contractor in accordance with the payment schedule as set forth in Exhibit B, attached hereto and incorporated herein by reference as though set forth in full, based upon work completed, as defined in Exhibit A. In the event of a conflict between this Agreement and Exhibit A regarding the amount of

compensation, this Agreement shall prevail. City shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all invoices to City in the manner specified herein. Except as specifically authorized in advance by City, Contractor shall not bill City for duplicate services performed by more than one person.

- 2.1 Invoices.** Contractor shall submit invoices monthly during the term of this Agreement, based on the work completed. Invoices shall identify the project being worked on and detail of services performed.
- 2.2 Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Contractor.
- 2.3 Total Payment.** City shall not pay any additional sum for any expense or cost whatsoever incurred by Contractor in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.
- 2.4 Payment of Taxes.** Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any federal or state taxes.
- 2.5 Payment upon Termination.** In the event that City or Contractor terminates this Agreement pursuant to Section 7, City shall compensate the Contractor for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Contractor shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

SECTION 3. EQUIPMENT. Except as otherwise provided, Contractor shall, at its sole cost and expense, provide all supplies and equipment necessary to perform the services required by this Agreement.

SECTION 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Contractor, at its own cost and expense, shall procure the types and amounts of insurance checked below and provide Certificates of Insurance, indicating that Contractor has obtained or currently maintains insurance that meets the requirements of this section and which is satisfactory, in all respects, to City. Contractor shall maintain the insurance policies required by this section throughout the term of this Agreement. Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. All insurance coverage and limits provided by Contractor and available or applicable under 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.

4.1 Workers' Compensation. Contractor shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance Shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Contractor may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Contractor, if a program of self-insurance is provided, shall waive all rights of subrogation against City and its officers, officials, employees, and authorized volunteers for loss arising from work performed under this Agreement.

4.2 Commercial General Insurance and Automobile Liability Insurance.

4.2.1 Commercial General Liability Insurance: Contractor, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) per occurrence, combined single limit coverage of \$2,000,000 in the general aggregate, for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (per occurrence). Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (per accident). No endorsement shall be attached limiting the coverage.

4.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. Any failure of Contractor to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

4.3 Professional Liability Insurance.

4.3.1 General requirements. Contractor, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions.

4.3.2 Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Contractor must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. City shall have the right to exercise, at the Contractor's sole cost and expense, any extended reporting provisions of the policy, if the Contractor cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to City prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

4.4.1 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A-.

4.4.2 Verification of coverage. Prior to beginning any work under this Agreement, Contractor shall furnish City with Certificates of Insurance, and upon request, complete certified copies of all policies, including

complete certified copies of all endorsements. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

4.4.3 Notice of Reduction in or Cancellation of Coverage. A certified endorsement shall be attached to all insurance obtained pursuant to this Agreement stating that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified, mail, return receipt requested, has been given to City. In the event that any coverage required by this section is reduced, limited, cancelled, or materially affected in any other manner, Contractor shall provide written notice to City at Contractor's earliest possible opportunity and in no case later than ten (10) working days after Contractor is notified of the change in coverage.

4.4.4 Additional insured; primary insurance. City and its officers, employees, agents, and authorized volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor; products and completed operations of Contractor, as applicable; premises owned, occupied, or used by Contractor; and automobiles owned, leased, or used by the Contractor in the course of providing services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or authorized volunteers.

A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by City shall be called upon to contribute to a loss under the coverage.

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

4.4.6 Variation. The City Attorney may approve in writing a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that City's interests are otherwise fully protected.

4.4.7 No policy required hereunder shall prohibit Contractor from waiving any right with regard to the Indemnities set out below in Section 5.

4.5 Remedies. In addition to any other remedies City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Contractor's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

SECTION 5. INDEMNIFICATION

Contractor shall indemnify, defend with counsel acceptable to City and hold harmless City and its officials, officers, employees, members, agents and authorized volunteers from and against any and all losses, liabilities, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, damages and expenses of any kind, whether actual or threatened (including but not limited to attorneys' fees and costs, court costs, interest defense costs, and expert witness fees) where the same arise out of, are a consequence of or are in any way attributable to, in whole or in part, the performance of this Agreement (or the failure to perform) by Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor. Such indemnification, defense and hold harmless extend to Contractor's provision, use, transport and storage of hazardous materials, as those commonly are defined under state and federal laws and regulations.

The foregoing obligation of Contractor shall not apply when (1) the injury, loss of life, damage to property or violation of law arises wholly from the negligence or willful misconduct of City or its officers, employees, agents or authorized volunteers and (2) the actions of Contractor or its employees, subcontractors or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law.

It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

SECTION 6. LEGAL REQUIREMENTS.

- 6.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 6.2 **Compliance with Applicable Laws.** Contractor and any subcontractor shall comply with all applicable local, state and federal laws and regulations applicable to the performance of the work hereunder.
- 6.3 **Licenses and Permits.** Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that is legally required to practice their respective professions. Contractor represents and warrants to City that Contractor and its employees, agents and any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.

SECTION 7. TERMINATION AND MODIFICATION.

- 7.1 **Termination.** City and Contractor hereby agree that this Agreement may be cancelled upon thirty (30) days written notice.

In the event of termination, Contractor shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Contractor delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Contractor or prepared by or for Contractor or City in connection with this Agreement.

- 7.2 **Extension.** Both parties agree that extending the Agreement beyond that provided for in Subsection 1.1 may be in the best interest of all concerned. Any such extension shall require a written amendment to this Agreement, as provided for herein. City and Contractor understand and agree that, if both parties agree to such an extension, all terms and conditions of the original Agreement shall remain the same, and extended to the date provided for in said amendment.
- 7.3 **Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.
- 7.4 **Survival.** All obligations arising prior to the termination of this Agreement and

all provisions of this Agreement allocating liability between City and Contractor shall survive the termination of this Agreement.

7.5 Options upon Breach by Contractor. If Contractor materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, any or all the following:

7.5.1 Immediately terminate the Agreement;

7.5.2 Retain the documents, and any other work product prepared by Contractor pursuant to this Agreement;

7.5.3 Retain a different Contractor to complete the work described in Exhibit A not finished by Contractor; or

7.5.4 Charge Contractor the difference between the costs to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Contractor pursuant to Section 2 if Contractor had completed the work.

SECTION 8. KEEPING AND STATUS OF RECORDS.

8.1 Records Created as Part of Contractor's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of City. Contractor hereby agrees to deliver those documents to City upon termination of the Agreement.

8.2 Contractor's Books and Records. Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement.

8.3 Inspection and Audit of Records. Any records or documents that Section 8.2 of this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds Ten Thousand Dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.

SECTION 9. UNAUTHROIZED ALIENS.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

SECTION 10. 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, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. 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. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

SECTION 11. MISCELLANEOUS PROVISIONS.

- 11.1 **Assignment.** The expertise and experience of Contractor are material considerations for this Agreement. City has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Contractor under this Agreement. In recognition of that interest, Contractor shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including summary termination of this Agreement.
- 11.2 **Attorneys' Fees.** If either party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 11.3 **Venue.** In the event that either party brings any action against the other under this

Agreement, the parties agree that trial of such action shall be vested exclusively in Los Angeles County.

- 11.4 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 11.5 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 11.6 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and permitted assigns of the parties.
- 11.7 **Contractor Representative.** All matters under this Agreement shall be handled for Contractor by Ken Meme.
- 11.8 **City Contract Administration.** This Agreement shall be administered by Maryam Babaki, Director of Public Works and Development Services, or her designee ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 11.9 **Notices.** Any written notice to Contractor shall be sent to:
- Ken Meme
Principal
Towill, Inc.
3070 Bristol St., Suite 650
Costa Mesa, CA 92626
- Any written notice to City shall be sent to:
- Maryam Babaki
Director of Public Works and Development Services
City of Commerce
2535 Commerce Way
Commerce, CA 90040
- 11.10 **Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, represents the entire and integrated agreement between City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.


11.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

The Parties have executed this Agreement as of the Effective Date.

CITY OF COMMERCE

CONTRACTOR

Oralia Y. Rebollo, Mayor



Ken Meme, Principal

Attest:

Lena Shumway, City Clerk

Approved as to Form:

Noel Tapia, City Attorney

EXHIBIT A - SUMMARY OF SERVICES

SURVEYING	PHOTOGRAMMETRY / LIDAR	GIS
Project Design and Implementation <ul style="list-style-type: none"> • Advanced Technology Applications • Control Network Design • Data Collection Strategies • Research and Analysis 	Mapping Applications <ul style="list-style-type: none"> • Area-wide Mapping (Military Bases, Cities, Counties, Watersheds, etc.) • Engineering Design • Environmental Management • GIS Base Mapping • Urban and Regional Planning • Watershed / Flood Analysis • Wetland Studies and Restoration • Land Development 	Professional Consulting <ul style="list-style-type: none"> • Base Mapping • Data Conversion Strategies • Needs Analysis • Implementation Planning
Surveying Applications <ul style="list-style-type: none"> • Hazardous Material Surveys • Utility Surveys • Wetland Surveys • Environmental Surveys • Boundary Surveys • Cadastral Surveys • Construction Surveys • Engineering Design Surveys • Geodetic Control Surveys • ALTA Surveys • GPS Surveys • Photo Control Surveys • Pipeline Surveys • Quality Control / Inspection Surveys • Right of Way Surveys • Route Surveys • Topographic Surveys 	Project Design and Implementation <ul style="list-style-type: none"> • Advanced Technology Applications • Data Collection Strategies • Data Integration • Flight Planning • Ground Control • Research and Analysis 	GIS Applications Development <ul style="list-style-type: none"> • 3D Modeling and Visualization • Asset Inventory / Management • Pavement Management System Interface • Permitting System Interface • Utility Systems Modeling • Web-based Applications
Specialty Surveying Applications <ul style="list-style-type: none"> • Airfield Obstruction Surveys • Deformation Monitoring Surveys • High-accuracy Alignment Surveys • Terrestrial LiDAR • Transmission Tower, Pole, and Conductor Surveys • Tunnel Surveys • Industrial Metrology 	Aerial Data Collection Systems <ul style="list-style-type: none"> • Airborne GPS / IMU Control • Airborne LiDAR • Conventional and Digital Aerial Photography • Multispectral and Thermal Imagery • IFSAR/GEOSAR 	Geospatial Database Design and Management <ul style="list-style-type: none"> • Application-specific Data Structures • Legacy Database Integration and Migration • Metadata Creation
	Digital Mapping Products <ul style="list-style-type: none"> • Cross-Sections and Profiles • Custom Cartographic Products • Digital Orthophotography • Digital Terrain Models • Photographic Reproduction • Planimetric Maps • Topographic Maps 	Training <ul style="list-style-type: none"> • Commercial GIS Software • Custom GIS Applications
	Specialty Mapping Services <ul style="list-style-type: none"> • Airfield Obstruction Surveys • Mining and Stockpile Inventories 	

EXHIBIT 10-H COST PROPOSAL (Example #2) Page 1 of 3
 SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
 (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Mark-ups are Not Allowed Towill, Inc. Contract No.: Date: 10/27/2017

Fringe Benefit % Overhead % General Administration % = Combined Indirect Cost Rate (ICR) %
 + 41.00% + 80.08% 64.00% 185.08%

if Included in OH) (= 0% if Included in OH) FEE % 10%

JOB INFORMATION			CALCULATION INFORMATION					
Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate ³	% or \$ Increase	Hourly Range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Party Smith/Survey PM	167.77	251.66	335.54	11/01/17	10/31/18	53.50	0.00%	Not Applicable
	172.82	259.23	345.64	11/01/18	10/31/19	55.11	3.00%	
	177.99	266.99	355.98	11/01/19	10/31/20	56.76	3.00%	
s Rios/Survey PM	163.07	244.61	326.14	11/01/17	10/31/18	52.00	0.00%	Not Applicable
	167.96	251.94	335.92	11/01/18	10/31/19	53.56	3.00%	
	173.01	259.52	346.02	11/01/19	10/31/20	55.17	3.00%	
Lewis/LS Party Chief	167.80	251.70	335.60	11/01/17	09/30/18	53.51	0.00%	Not Applicable
				10/01/18	09/30/19		TBD	
				10/01/19	09/30/20		TBD	
ipal Land Surveyor	252.44	378.66	504.88	11/01/17	10/31/18	80.50	0.00%	\$ 66.00 - \$ 95.00
	260.03	390.05	520.06	11/01/18	10/31/19	82.92	3.00%	\$ 67.98 - \$ 97.85
	267.84	401.76	535.68	11/01/19	10/31/20	85.41	3.00%	\$ 70.02 - \$ 100.79
ct Surveyor	153.66	230.49	307.32	11/01/17	10/31/18	49.00	0.00%	\$ 48.00 - \$ 50.00
	158.27	237.41	316.54	11/01/18	10/31/19	50.47	3.00%	\$ 49.44 - \$ 51.50
	163.00	244.50	326.00	11/01/19	10/31/20	51.98	3.00%	\$ 50.92 - \$ 53.05
ciate Surveyor	147.01	220.52	294.02	11/01/17	10/31/18	46.88	0.00%	\$ 45.00 - \$ 48.76
	151.43	227.15	302.86	11/01/18	10/31/19	48.29	3.00%	\$ 46.35 - \$ 50.22
	155.98	233.97	311.96	11/01/19	10/31/20	49.74	3.00%	\$ 47.74 - \$ 51.73
ey Office Technician	112.11	168.17	224.22	11/01/17	10/31/18	35.75	0.00%	\$ 34.00 - \$ 37.50
	115.46	173.19	230.92	11/01/18	10/31/19	36.82	3.00%	\$ 35.02 - \$ 38.63
	118.91	178.37	237.82	11/01/19	10/31/20	37.92	3.00%	\$ 36.07 - \$ 39.79
ey CADD Technician	83.88	125.82	167.76	11/01/17	10/31/18	26.75	0.00%	\$ 24.50 - \$ 29.00
	86.39	129.59	172.78	11/01/18	10/31/19	27.55	3.00%	\$ 25.24 - \$ 29.87
	89.00	133.50	178.00	11/01/19	10/31/20	28.38	3.00%	\$ 26.00 - \$ 30.77

EXHIBIT 10-H COST PROPOSAL (Example #2) Page 2 of 3
 SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
 (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed
 Consultant or Subconsultant: Towill, Inc.

Contract No.: _____ Date: 10/27/2017

Fringe Benefit % + 41.00% Overhead % + 80.08% General Administration % = Combined Indirect Cost Rate (ICR) %
 (= 0% if Included in OH) (= 0% if Included in OH) 64.00% 185.08% FEE % 10%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate ³	% or \$ Increase	Hourly Range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Geomatics Project Manager	187.37	281.06	374.74	11/01/17	10/31/18	59.75	0.00%	\$ 53.00 - \$ 53.00
	192.98	289.47	385.96	11/01/18	10/31/19	61.54	3.00%	\$ 54.59 - \$ 54.59
	198.78	298.17	397.56	11/01/19	10/31/20	63.39	3.00%	\$ 56.23 - \$ 56.23
Senior Geomatics Analyst	136.41	204.62	272.82	11/01/17	10/31/18	43.50	0.00%	\$ 42.00 - \$ 42.00
	140.52	210.78	281.04	11/01/18	10/31/19	44.81	3.00%	\$ 43.26 - \$ 43.26
	144.72	217.08	289.44	11/01/19	10/31/20	46.15	3.00%	\$ 44.56 - \$ 44.56
Geomatics Analyst	107.40	161.10	214.80	11/01/17	10/31/18	34.25	0.00%	\$ 31.50 - \$ 31.50
	110.63	165.95	221.26	11/01/18	10/31/19	35.28	3.00%	\$ 32.45 - \$ 32.45
	113.96	170.94	227.92	11/01/19	10/31/20	36.34	3.00%	\$ 33.42 - \$ 33.42
Geomatics Technician	77.61	116.42	155.22	11/01/17	10/31/18	24.75	0.00%	\$ 21.00 - \$ 21.00
	79.93	119.90	159.86	11/01/18	10/31/19	25.49	3.00%	\$ 21.63 - \$ 21.63
	82.32	123.48	164.64	11/01/19	10/31/20	26.25	3.00%	\$ 22.28 - \$ 22.28
Project Coordinator	76.83	115.25	153.66	11/01/17	10/31/18	24.50	0.00%	\$ 18.00 - \$ 18.00
	79.15	118.73	158.30	11/01/18	10/31/19	25.24	3.00%	\$ 18.54 - \$ 18.54
	81.53	122.30	163.06	11/01/19	10/31/20	26.00	3.00%	\$ 19.10 - \$ 19.10
Project Assistant	54.09	81.14	108.18	11/01/17	10/31/18	17.25	0.00%	\$ 15.50 - \$ 15.50
	55.72	83.58	111.44	11/01/18	10/31/19	17.77	3.00%	\$ 15.97 - \$ 15.97
	57.39	86.09	114.78	11/01/19	10/31/20	18.30	3.00%	\$ 16.45 - \$ 16.45
CADD Technician (Intern)	56.45	84.68	112.90	11/01/17	10/31/18	18.00	0.00%	\$ 18.00 - \$ 18.00
	58.14	87.21	116.28	11/01/18	10/31/19	18.54	3.00%	\$ 18.54 - \$ 18.54
	59.90	89.85	119.80	11/01/19	10/31/20	19.10	3.00%	\$ 19.10 - \$ 19.10
Licensed Party Chief	161.84	242.76	323.68	11/01/17	09/30/18	51.61	0.00%	\$ - - \$ -
Prevailing Wage				10/01/18	09/30/19		TBD	\$ - - \$ -
Prevailing Wage				10/01/19	09/30/20		TBD	\$ - - \$ -

EXHIBIT 10-H COST PROPOSAL (Example #2) Page 3 of 3
 SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
 (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Mark-ups are Not Allowed
 Consultant or Subconsultant: Towill, Inc. Contract No.: _____ Date: 10/27/2017

Fringe Benefit % + 41.00% Overhead % + 80.08% General Administration % = Combined Indirect Cost Rate (ICR) %
 (= if Included in OH) (= 0% if Included in OH) FEE % 10%

ING INFORMATION

CALCULATION INFORMATION

Job Title/Classification ¹	Hourly Billing Rates ²		Effective Date of Hourly Rate		Actual or Avg. Hourly Rate ³	% or \$ Increase	Hourly Range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To		
Chief Party Chief	159.65	239.48	319.30	11/01/17	09/30/18	0.00%	\$ - - \$ -
Prevailing Wage				10/01/18	09/30/19	TBD	\$ - - \$ -
Prevailing Wage				10/01/19	09/30/20	TBD	\$ - - \$ -
Chief	153.22	229.83	306.44	11/01/17	09/30/18	0.00%	\$ - - \$ -
Prevailing Wage				10/01/18	09/30/19	TBD	\$ - - \$ -
Prevailing Wage				10/01/19	09/30/20	TBD	\$ - - \$ -
Instrument Man	145.38	218.07	290.76	11/01/17	09/30/18	0.00%	\$ - - \$ -
Prevailing Wage				10/01/18	09/30/19	TBD	\$ - - \$ -
Prevailing Wage				10/01/19	09/30/20	TBD	\$ - - \$ -
Man	143.56	215.34	287.12	11/01/17	09/30/18	0.00%	\$ - - \$ -
Prevailing Wage				10/01/18	09/30/19	TBD	\$ - - \$ -
Prevailing Wage				10/01/19	09/30/20	TBD	\$ - - \$ -
entice	114.84	172.26	229.68	11/01/17	09/30/18	0.00%	\$ - - \$ -
Prevailing Wage				10/01/18	09/30/19	TBD	\$ - - \$ -
Prevailing Wage				10/01/19	09/30/20	TBD	\$ - - \$ -

Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
 Billing rate = actual hourly rate * (1+ICR) * (1+Fee). Agreed upon billing rates are not adjustable for the term of the contract.
 For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that Classification.

ES:
 note all employees subject to prevailing wage with an asterisks (*)
 - "Other Direct Cost" listing, see page 2 of Exhibit

EXHIBIT 10-H COST PROPOSAL Page 1 of 1
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: Towill, Inc.

Contract No. \$ -

Date: 10/27

SCHEDULE OF OTHER DIRECT COST ITEMS

PRIME CONSULTANT				SUBCONSULTANT #1				SUBCONSULTANT #2			
DESCRIPTION OF ITEMS	UNIT	Unit Cost	COST	DESCRIPTION OF ITEMS	UNIT	Unit Cost	COST	DESCRIPTION OF ITEMS	UNIT	Unit Cost	COST
Equipment				Shipping/Prints				Special Tooling			
A. Rental Equipment	Per Day	TBD	At Cost	A. Shipping Delivery	Per Pkg	TBD	At Cost	A.			\$
B. HD Scanner	Per Day	650	TBD	B.			\$ -	B.			\$
C.			\$ -	C.			\$ -	C.			\$
Travel			\$ -	Other			\$ -	Travel			\$
A. Non-owned Vehicle Mileage	Per Mile	IRS Rate	TBD	A. Consumable Survey Materials	Per Unit	TBD	At Cost	A.			\$
B. Lodging/Airfare		TBD	At Cost	B. Fees/Permits	Per Unit	TBD	At Cost	B.			\$
C.			\$ -	C.			\$ -	C.			\$
			\$ -				\$ -				\$
			\$ -				\$ -				\$
PRIME TOTAL ODC'S			\$ -	SUBCONSULTANT #1 TOTAL ODC'S			\$ -	SUBCONSULTANT #2 TOTAL ODC'S			\$

IMPORTANT NOTES:

- List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with the appropriate documentations.
- Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency) and not just when the client will pay for them as a direct cost.
- Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
- Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
- Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
- Travel related costs should be pre-approved by the contracting agency.
- If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
- If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is their standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.

**ON-CALL PROFESSIONAL SERVICES
SUPPLEMENTAL QUESTIONNAIRE**

CITY OF COMMERCE CITY HALL

2535 Commerce Way

Commerce, CA 90040

Applicants and/or existing on-call consultants shall provide the information requested herein below, with the ~~notarized~~ certification requested at the end of this document, to the City of Commerce ("City"). **Failure to fully and accurately provide the requested ~~notarized~~ certification or information to the City may result in a determination that the applicant and/or existing on-call consultant is not responsible, nonresponsive and/or that their application is incomplete.**

I. Criminal Conviction(s):

For the five (5) years preceding the date of when this document is submitted to the City, identify on attached page(s) any criminal conviction in any jurisdiction of the United States for a violation of law arising out of the performance of a contract (1) by the applicant and/or existing on-call consultant submitting this supplemental information to the City, including any person who is an officer of, or in a management position with, or has an ownership interest in the entity which is submitting this supplemental information on behalf of the applicant and/or existing on-call consultant, or (2) by the person(s) performing the work described in the original, or subsequent Bid/Proposal/statement of Qualifications, including any such person when they were an officer, manager, owner, or responsible managing employee of any other consulting company other than the applicant and/or existing on-call consultant submitting this supplemental questionnaire to the City.

Provide on an attached page, and label "Criminal Convictions Information":

- (1) The date of conviction;
- (2) The name and court case identification number;
- (3) The identity of the law violated;
- (4) The identity of the prosecuting agency;
- (5) The contract or project involved;
- (6) The punishment imposed; and
- (7) Any exculpatory information of which the City should be aware.

II. Non-Collusion Declaration:

I am the party submitting a proposal for the award of an On-Call Professional Services Agreement, and/or that submitted a Statement of Qualifications to provide said services, for the City. I hereby declare, on behalf of Towill, Inc., and each and every person who is an officer of, or in a management position with, or has an ownership interest in the entity, which is submitting this supplemental information on behalf of the applicant and/or existing on-call consultant, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or

indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the terms of the proposal, including the amount to paid to the City in the form of consulting fees, permit fees and other forms of compensation, or to fix any overhead, profit or cost element of the proposal, or of that of any other proposer, or to secure any advantage against the public body awarding the agreement to anyone interested in being awarded professional services agreements; that all statements contained in the proposal/statement of qualifications are true; and, further, that the proposer has not, directly or indirectly, submitted its proposal/statement of qualifications or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization or to any member or agent thereof to effectuate a collusive or sham proposal.

I further declare, on behalf of Towill, Inc., and each and every person who is an officer of, or in a management position with, or has an ownership interest in the entity, which is submitting this supplemental information on behalf of the applicant and/or existing on-call consultant, that we have individually, and as an organization, not been subject of an open, pending or past civil or criminal investigation for the actions discussed herein; and/or that we have not been sued civilly or prosecuted criminally for the actions discussed herein.

III. Civil Litigation History:

For the five (5) preceding years preceding the date of when this document is submitted to the City, identify on attached page(s) any civil litigation arising out of the performance of a professional services/on-call-consulting contract within the State of California in which any of the following was a named plaintiff or defendant in a lawsuit brought by or against the entity soliciting Bid/Proposal/Statement of Qualifications: the applicant submitting the instant Bid/Proposal/Statement of Qualifications, including any person who is an officer of, or in a managing position with, or has an ownership interest in the entity submitting the Bid/Proposal/Statement of Qualifications. Do not include litigation which is limited solely to enforcement of mechanics' liens or stop notices. Provide on an attached page(s) labeled "Civil Litigation History Information:"

- (1) The name and court case identification number of each case,
- (2) The jurisdiction in which it was filed; and
- (3) The outcome of the litigation, e.g., whether the case is pending, a judgment was entered, a settlement was reached, or the case was dismissed.

IV. False Claims:

"False Claims Act", as used herein, is defined as either or both the Federal False Claims Act, 31 U.S.C. Sections 3729 et seq., and the California False Claims Act, Government Code Sections 12650 et seq. In submitting a Bid/Proposal/Statement of Qualifications to the City of I, hereby certify that neither the applicant nor any person who is an officer of, in a managing position with, or has an ownership interest in the applicant has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act as defined above.

If there has been a determination that the applicant, or any individual associated with the

applicant as discussed herein, has violated the False Claim Act, in attached page(s), label "False Claim Act Information", the following:

- (1) Date of determination of violations;
- (2) Identity of tribunal or court and case name or number;
- (3) Government contract or project involved;
- (4) Government agency involved (local, state and/or federal);
- (5) Amount of fine(s) imposed; and
- (6) Any exculpatory information.

Declaration: I declare under penalty of perjury that the above information, and any information attached and incorporated herein, is true and correct.

Executed this 16th day of March 2018 at Concord, CA
(month and year) (city and state)

by Adam Badwina
(signature of owner, officer, manager, or licensee responsible for submission of
Bid/Proposal/Statement of Qualifications)

[NOTARY ACKNOWLEDGEMENT TO FOLLOW]

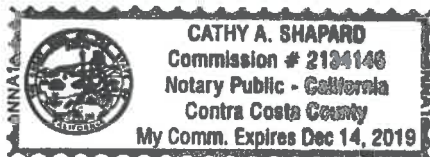
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Contra Costa

Subscribed and sworn to (or affirmed) before me on this 16th
day of March, 2018, by Aaron Badavinec.

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature Cathy A. Shapard

see attached California Jurat

STATE OF CALIFORNIA)
)
SS: COUNTY OF LOS)
ANGELES)

Subscribed and sworn to (or affirmed) before me this ____ day of _____, 20____.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL OF NOTARY)

(Signature of Notary)

(Typed Name of Notary)

END OF DOCUMENT

Transtech Engineers, Inc.

PROFESSIONAL SERVICES AGREEMENT ON-CALL FOR SURVEYING

THIS AGREEMENT for Professional Services ("Agreement") is made this _____ day of _____, 2018 ("Effective Date") by and between the City of Commerce ("City") and Transtech Engineers, Inc. ("Contractor") together sometimes referred to the ("Parties"). (Although referred to herein as "Contractor," the parties acknowledge that Contractor is a licensed professional consultant providing professional services and is not a licensed contractor.)

SECTION 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in the Scope of Work attached as Exhibit A and incorporated here. Such work shall be provided at the time and place and in the manner specified in Exhibit A. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end three years after the Effective Date. Contractor shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended as provided for in Section 7. The time provided to Contractor to complete the services required by this Agreement shall not affect City's right to terminate the Agreement, as provided for in Section 7.
- 1.2 **Standard of Performance.** Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards ordinarily observed by competent practitioners of Contractor's profession, under similar circumstances, with experience or knowledge of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession and to the reasonable satisfaction of the Contract Administrator.
- 1.3 **Assignment of Personnel.** Contractor shall assign only competent personnel to perform services pursuant to Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Contractor shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to satisfy Contractor's obligations hereunder.
- 1.5 **Authorization to Perform Services.** Contractor is not authorized to perform any services or incur any costs whatsoever under the terms of this

Agreement until receipt of authorization from City's project representative.

SECTION 2. COMPENSATION. City hereby agrees to pay Contractor in accordance with the payment schedule as set forth in Exhibit B, attached hereto and incorporated herein by reference as though set forth in full, based upon work completed, as defined in Exhibit A. In the event of a conflict between this Agreement and Exhibit A regarding the amount of compensation, this Agreement shall prevail. City shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all invoices to City in the manner specified herein. Except as specifically authorized in advance by City, Contractor shall not bill City for duplicate services performed by more than one person.

- 2.1 **Invoices.** Contractor shall submit invoices monthly during the term of this Agreement, based on the work completed. Invoices shall identify the project being worked on and detail of services performed.
- 2.2 **Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Contractor.
- 2.3 **Total Payment.** City shall not pay any additional sum for any expense or cost whatsoever incurred by Contractor in rendering services pursuant to this Agreement, and City shall make no payment for any extra, further, or additional service pursuant to this Agreement, unless otherwise agreed to in advance in writing and authorized by the City Council.
- 2.4 **Payment of Taxes.** Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any federal or state taxes.
- 2.5 **Payment upon Termination.** In the event that City or Contractor terminates this Agreement pursuant to Section 7, City shall compensate the Contractor for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Contractor shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

SECTION 3. EQUIPMENT. Except as otherwise provided, Contractor shall, at its sole cost and expense, provide all supplies and equipment necessary to perform the services required by this Agreement.

SECTION 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Contractor, at its own cost and expense, shall procure the types and amounts of

insurance checked below and provide Certificates of Insurance, indicating that Contractor has obtained or currently maintains insurance that meets the requirements of this section and which is satisfactory, in all respects, to City. Contractor shall maintain the insurance policies required by this section throughout the term of this Agreement. Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. All insurance coverage and limits provided by Contractor and available or applicable under 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.

4.1 Workers' Compensation. Contractor shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor. The Statutory Workers' Compensation Insurance shall be in the amount required by law, and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Contractor may rely on a self- insurance program to meet those requirements, but only if the program of self- insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Contractor, if a program of self-insurance is provided, shall waive all rights of subrogation against City and its officers, officials, employees, and authorized volunteers for loss arising from work performed under this Agreement.

4.2 Commercial General Insurance and Automobile Liability Insurance.

4.2.1 Commercial General Liability Insurance: Contractor, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) per occurrence, combined single limit coverage of \$2,000,000 in the general aggregate, for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability

occurrence form CG 0001 (per occurrence). Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (per accident). No endorsement shall be attached limiting the coverage.

4.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. Any failure of Contractor to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

4.3 Professional Liability Insurance.

4.3.1 General requirements. Contractor, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' negligent errors and omissions.

4.3.2 Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Contractor must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. City shall have the right to exercise, at the Contractor's sole cost and expense, any extended reporting provisions of the policy, if the Contractor cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to City prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

- 4.4.1 Acceptability of insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A-.
- 4.4.2 Verification of coverage.** Prior to beginning any work under this Agreement, Contractor shall furnish City with Certificates of Insurance, and upon request, complete certified copies of all policies, including complete certified copies of all endorsements. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.
- 4.4.3 Notice of Reduction in or Cancellation of Coverage.** A certified endorsement shall be attached to all insurance obtained pursuant to this Agreement stating that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice (or ten (10) days notice in the event of cancellation due to nonpayment of premiums) by U.S. mail, has been given to City. In the event that any coverage required by this section is reduced, limited, cancelled, or materially affected in any other manner, Contractor shall provide written notice to City at Contractor's earliest possible opportunity and in no case later than ten (10) working days after Contractor is notified of the change in coverage.
- 4.4.4 Additional insured: primary insurance – NOT applicable to professional liability insurance.** City and its officers, employees, agents, and authorized volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor; products and completed operations of Contractor, as applicable; premises owned, occupied, or used by Contractor; and automobiles owned, leased, or used by the Contractor in the course of providing services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or authorized volunteers.
- A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by City shall be called upon to contribute to a loss under the coverage.
- 4.4.5 Subcontractors.** Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- 4.4.6 Variation.** The City Attorney may approve in writing a variation in the foregoing insurance requirements, upon a determination that the

coverage, scope, limits, and forms of such insurance are either not commercially available, or that City's interests are otherwise fully protected.

4.4.7 No policy required hereunder shall prohibit Contractor from waiving any right with regard to the Indemnities set out below in Section 5.

4.5 **Remedies.** In addition to any other remedies City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Contractor's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

SECTION 5. INDEMNIFICATION

(a) With regard to any acts or omissions of the Contractor in connection with this Agreement which do not comprise professional services:

(i) As respects its operations under this Agreement other than the performance of professional services, Contractor shall indemnify, defend with counsel acceptable to City and hold harmless City and its officials, officers, employees, and members from and against any and all losses, liabilities, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, damages and expenses of any kind, whether actual or threatened (including but not limited to attorneys' fees and costs, court costs, interest defense costs, and expert witness fees) where the same arise out of, are a consequence of or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor. Such indemnification, defense and hold harmless extend to Contractor's provision, use, transport and storage of hazardous materials, as those commonly are defined under state and federal laws and regulations.

(ii) The foregoing obligation of Contractor shall not apply when (1) the injury, loss of life, damage to property or violation of law arises wholly from the negligence or willful

misconduct of City or its officers, employees, agents or authorized volunteers and (2) the actions of Contractor or its employees, subcontractors or agents have contributed in no part to the injury, loss of life, or damage to property.

(iii) It is understood that the duty of Contractor to indemnify and hold harmless under this paragraph (a) (i) includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

(b) With regard to the professional services performed and to be performed hereunder by or through the Contractor, Contractor shall indemnify and hold harmless City and its officials, officers, employees, and members (collectively "City Indemnitees") from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the proportionate extent that they are caused by the negligence, recklessness, or willful misconduct of Contractor or any individual or entity for which Contractor is legally liable. Contractor shall not have an upfront duty to defend the City Indemnitees under this paragraph but shall reimburse reasonable defense fees and costs to the extent a claim or liability is determined to have been caused by the negligence, recklessness, or willful misconduct of Contractor, or as the parties otherwise agree in settlement.

SECTION 6. LEGAL REQUIREMENTS.

- 6.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 6.2 **Compliance with Applicable Laws.** Contractor and any subcontractor shall comply with all applicable local, state and federal laws and regulations applicable to the performance of the work hereunder.
- 6.3 **Licenses and Permits.** Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that is legally required to practice their respective professions. Contractor and its employees, agents and any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.

SECTION 7. TERMINATION AND MODIFICATION.

- 7.1 **Termination.** City and Contractor hereby agree that this Agreement

may be cancelled upon 30 days' written notice.

In the event of termination, Contractor shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Contractor delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Contractor or prepared by or for Contractor or City in connection with this Agreement.

7.2 Extension. Both parties agree that extending the Agreement beyond that provided for in Subsection 1.1 may be in the best interest of all concerned. Any such extension shall require a written amendment to this Agreement, as provided for herein. City and Contractor understand and agree that, if both parties agree to such an extension, all terms and conditions of the original Agreement shall remain the same, and extended to the date provided for in said amendment.

7.3 Amendments. The parties may amend this Agreement only by a writing signed by all the parties.

7.4 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Contractor shall survive the termination of this Agreement.

7.5 Options upon Breach by Contractor. If Contractor materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, any or all the following:

7.5.1 Immediately terminate the Agreement;

7.5.2 Retain the documents, and any other work product prepared by Contractor pursuant to this Agreement;

7.5.3 Retain a different Contractor to complete the work described in Exhibit A not finished by Contractor; or

7.5.4 Charge Contractor the difference between the costs to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Contractor pursuant to Section 2 if Contractor had completed the work.

SECTION 8. KEEPING AND STATUS OF RECORDS.

8.1 Records Created as Part of Contractor's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form that Contractor prepares or obtains pursuant to

this Agreement and that relate to the matters covered hereunder shall be the property of City. Contractor hereby agrees to deliver those documents to City upon termination of the Agreement.

8.2 Contractor's Books and Records. Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement.

8.3 Inspection and Audit of Records. Any records or documents that Section 8.2 of this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds Ten Thousand Dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.

SECTION 9. UNAUTHORIZED ALIENS.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

SECTION 10. 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, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. 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. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

SECTION 11. MISCELLANEOUS PROVISIONS.

11.1 Assignment. The skill and experience of Contractor are material

considerations for this Agreement. City has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Contractor under this Agreement. In recognition of that interest, Contractor shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including summary termination of this Agreement.

- 11.2 Attorneys' Fees.** If either party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled, to the extent such fees are added to and made part of the final judgment as determined by a court of competent jurisdiction.
- 11.3 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in Los Angeles County.
- 11.4 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 11.5 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 11.6 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and permitted assigns of the parties.
- 11.7 Contractor Representative.** All matters under this Agreement shall be handled for Contractor by Ali Cayir.
- 11.8 City Contract Administration.** This Agreement shall be administered by Maryam Babaki, Director of Public Works and Development Services, or her designee ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 11.9 Notices.** Any written notice to Contractor shall be sent to:

Transtech Engineers, Inc.
ATTN: Ali Cayir
13367 Benson Avenue
Chino, CA 91710

Any written notice to City shall be sent to:

Maryam Babaki

Director of Public Works and Development Services
2535 Commerce Way
Commerce, CA 90040

11.10 Integration. This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, represents the entire and integrated agreement between City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.


11.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

The Parties have executed this Agreement as of the Effective Date.

CITY OF COMMERCE

CONTRACTOR

Oralia Y. Rebollo, Mayor


Ali Cayir, President

Attest:

Lena Shumway, City Clerk

Approved as to Form:

Noel Tapia, City Attorney

FOLLOWING IS A GENERAL SCOPE OF WORK**FINAL SCOPE OF WORK AND TASKS WILL BE BASED ON SPECIFIC PROJECTS ASSIGNED TO TRANSTECH**

- Assist in Bidding Process and Contract Ward Process.
- Manage and coordinate projects per finale established specific project scope of work.
- Conduct a pre-construction meeting and bi-weekly construction meetings with the contractor, City, and other involved parties. Prepare and distribute meeting agendas and minutes.
- Coordinate with City staff, contractor when applicable, agencies, and Project stakeholders.
- Prepare statements of working days.
- Participate in field meetings and document issues, findings, direction, changes, etc.
- Maintain reports for work in progress.
- Contract Time Monitoring would include review working days, contract time requirements, and documentation of time extensions.
- Maintain Project Files, which may contain all data pertinent to the work and to the requirements of the specifications. In general, project files will support adequacy of file control, conformance to contract specifications, and contract payments to the contractor
- Provide Labor Compliance Services.
- Establish project filing system and maintain projects files and records.
- Process change orders and pay requests.
- Maintain an accounting of construction costs to complete the Project, including approved change orders.
- Review payment requests, make payment recommendations, and prepare progress payments in City's standard format.
- Coordinate with Design Engineer RFIs and submittals.
- Conduct construction meetings.
- Conduct project progress meetings.
- Provide inspection and enforcement of NPDES, and SWPPP.
- Provide public relations and outreach services.
- Respond to inquiries and providing responses to public, City and other parties.
- Conduct project walk-through(s) and prepare punch list(s).
- Prepare project close out documents.

Community Outreach:

When requested, we will provide community outreach services.

Other Services:

When requested, Transtech may provide other services, thru its staff or specialty sub-consultants.

Fee Rates-Standard Hourly Rates Table

TRANSTECH ENGINEERS, INC. STANDARD HOURLY RATES Effective thru 06/30/2018	
<i>Classification</i>	<i>Hourly Rate Ranges</i>
Principal/Senior Engineer	\$165 to \$185
Project Manager	\$155 to \$175
Project Engineer	\$145 to \$165
Staff Engineer/Associate Engineer	\$125 to \$145
CADD Designer	\$115 to \$135
Sr. Planner	\$130 to \$150
Associate Planner	\$110 to \$130
Funds and Grants Manager	\$140 to \$160
Funds Analyst	\$100 to \$120
Transportation Analyst	\$145 to \$165
Plan Checker	\$110 to \$130
Construction Manager	\$155 to \$175
Inspector, PW	\$115 to \$135
Building Official	\$130 to \$150
Inspector, Building	\$95 to \$115
Engineering Technician	\$65 to \$75
Building Technician	\$60 to \$70
Administrative/Clerical	\$55 to \$65
2-Man Survey Crew	\$275
Reimbursable direct expenses are billed at cost plus 10%. Fees are adjusted annually based on the percentage change Los Angeles-Riverside-Orange County Consumer Price Index-All Urban Consumers ("CPI-U") for the preceding twelve month period as calculated and reported by the U.S. Department of Labor Bureau of Labor Statistics.	

Cost Proposal

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #2) PAGE 1 OF 2
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

THIS TABLE PROVIDES HOURLY RATES FOR VARIOUS STAFF CLASSIFICATIONS FOR ON-CALL STATEMENT OF QUALIFICATIONS, WHERE A SPECIFIC PROJECT AND SCOPE IS NOT IDENTIFIED YET. WHEN A SPECIFIC PROJECT AND SCOPE IS IDENTIFIED, THESE HOURLY RATES CAN BE USED TO NEGOTIATE A SPECIFIC FEE.

Note: Mark-ups are Not Allowed
 Consultant or Subconsultant

TRANSTECH ENGINEERS, INC.	Contract No.	ON-CALL SERVICES	Date
			2/1/2018

Fringe Benefit %
15%

+ Overhead % +
45%

General Administration %
41%

=

Combined Indirect Cost Rate (ICR) %
101%

FEE % = **10%**

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Sr. Engineer	\$187.94	\$281.90	\$375.87	1/1/2018	12/31/2018	\$85.00		\$80.00 - \$90.00
Sr. Engineer	\$193.57	\$290.36	\$387.15	1/1/2019	12/31/2019	\$87.55	3.00%	\$82.40 - \$92.70
Sr. Engineer	\$199.38	\$299.07	\$398.76	1/1/2020	12/31/2020	\$90.18	3.00%	\$84.87 - \$95.48
Project Manager	\$176.88	\$265.32	\$353.76	1/1/2018	12/31/2018	\$80.00		\$75.00 - \$85.00
Project Manager	\$182.19	\$273.28	\$364.37	1/1/2019	12/31/2019	\$82.40	3.00%	\$77.25 - \$87.55
Project Manager	\$187.95	\$281.48	\$375.30	1/1/2020	12/31/2020	\$84.87	3.00%	\$79.57 - \$90.18
Project Engineer	\$176.88	\$265.32	\$353.76	1/1/2018	12/31/2018	\$80.00		\$75.00 - \$85.00
Project Engineer	\$182.19	\$273.28	\$364.37	1/1/2019	12/31/2019	\$82.40	3.00%	\$77.25 - \$87.55
Project Engineer	\$187.95	\$281.48	\$375.30	1/1/2020	12/31/2020	\$84.87	3.00%	\$79.57 - \$90.18
Staff Engineer/Associate Engineer	\$143.72	\$215.57	\$287.43	1/1/2018	12/31/2018	\$65.00		\$60.00 - \$70.00
Staff Engineer/Associate Engineer	\$148.03	\$222.04	\$296.05	1/1/2019	12/31/2019	\$66.95	3.00%	\$61.80 - \$72.10
Staff Engineer/Associate Engineer	\$152.47	\$228.70	\$304.93	1/1/2020	12/31/2020	\$68.96	3.00%	\$63.65 - \$74.26
CADD Designer	\$116.08	\$174.12	\$232.16	1/1/2018	12/31/2018	\$52.50		\$50.00 - \$55.00
CADD Designer	\$119.56	\$179.34	\$239.12	1/1/2019	12/31/2019	\$54.08	3.00%	\$51.50 - \$56.65
CADD Designer	\$123.15	\$184.72	\$246.29	1/1/2020	12/31/2020	\$55.70	3.00%	\$53.05 - \$58.35
Sr. Planner	\$143.72	\$215.57	\$287.43	1/1/2018	12/31/2018	\$65.00		\$60.00 - \$70.00
Sr. Planner	\$148.03	\$222.04	\$296.05	1/1/2019	12/31/2019	\$66.95	3.00%	\$61.80 - \$72.10
Sr. Planner	\$152.47	\$228.70	\$304.93	1/1/2020	12/31/2020	\$68.96	3.00%	\$63.65 - \$74.26

Fee Rates-Rates in Caltrans Cost Example Format

Associate Planner	\$121.61	\$182.41	\$243.21	1/1/2018	12/31/2018	\$55.00		\$50.00 - \$60.00
Associate Planner	\$125.25	\$187.88	\$250.51	1/1/2019	12/31/2019	\$56.65	3.00%	\$51.50 - \$61.80
Associate Planner	\$129.01	\$193.52	\$258.02	1/1/2020	12/31/2020	\$58.35	3.00%	\$53.05 - \$63.65
Funds and Grants Manager	\$127.13	\$190.70	\$254.27	1/1/2018	12/31/2018	\$57.50		\$55.00 - \$60.00
Funds and Grants Manager	\$130.95	\$196.42	\$261.89	1/1/2019	12/31/2019	\$59.23	3.00%	\$56.65 - \$61.80
Funds and Grants Manager	\$134.87	\$202.31	\$269.75	1/1/2020	12/31/2020	\$61.00	3.00%	\$58.35 - \$63.65
Funds Analyst	\$116.06	\$174.12	\$232.16	1/1/2018	12/31/2018	\$52.50		\$50.00 - \$55.00
Funds Analyst	\$119.56	\$179.34	\$239.12	1/1/2019	12/31/2019	\$54.08	3.00%	\$51.50 - \$56.65
Funds Analyst	\$123.15	\$184.72	\$246.29	1/1/2020	12/31/2020	\$55.70	3.00%	\$53.05 - \$58.35
Sr. Transportation Analyst	\$154.77	\$232.16	\$309.54	1/1/2018	12/31/2018	\$70.00		\$65.00 - \$75.00
Sr. Transportation Analyst	\$159.41	\$239.12	\$318.83	1/1/2019	12/31/2019	\$72.10	3.00%	\$66.95 - \$77.25
Sr. Transportation Analyst	\$164.20	\$246.29	\$328.39	1/1/2020	12/31/2020	\$74.26	3.00%	\$68.96 - \$79.57
Transportation Analyst	\$132.66	\$198.99	\$265.32	1/1/2018	12/31/2018	\$60.00		\$55.00 - \$65.00
Transportation Analyst	\$136.64	\$204.96	\$273.28	1/1/2019	12/31/2019	\$61.80	3.00%	\$56.65 - \$66.95
Transportation Analyst	\$140.74	\$211.11	\$281.48	1/1/2020	12/31/2020	\$63.65	3.00%	\$58.35 - \$68.96
Sr. Construction Manager	\$176.88	\$265.32	\$353.76	1/1/2018	12/31/2018	\$80.00		\$75.00 - \$85.00
Sr. Construction Manager	\$182.19	\$273.28	\$364.37	1/1/2019	12/31/2019	\$82.40	3.00%	\$77.25 - \$87.55
Sr. Construction Manager	\$187.65	\$281.48	\$375.30	1/1/2020	12/31/2020	\$84.87	3.00%	\$79.57 - \$90.18
Construction Manager	\$180.30	\$240.45	\$320.60	1/1/2018	12/31/2018	\$72.50		\$70.00 - \$75.00
Construction Manager	\$165.11	\$247.66	\$330.21	1/1/2019	12/31/2019	\$74.68	3.00%	\$72.10 - \$77.25
Construction Manager	\$170.06	\$255.09	\$340.12	1/1/2020	12/31/2020	\$76.92	3.00%	\$74.26 - \$79.57
Sr. Inspector, PW	\$138.19	\$207.28	\$276.36	1/1/2018	12/31/2018	\$62.50		\$60.00 - \$65.00
Sr. Inspector, PW	\$142.33	\$213.50	\$284.67	1/1/2019	12/31/2019	\$64.38	3.00%	\$61.80 - \$66.95
Sr. Inspector, PW	\$146.60	\$219.90	\$293.21	1/1/2020	12/31/2020	\$66.31	3.00%	\$63.65 - \$68.96
Inspector, PW	\$116.08	\$174.12	\$232.16	1/1/2018	12/31/2018	\$52.50		\$50.00 - \$55.00
Inspector, PW	\$119.56	\$179.34	\$239.12	1/1/2019	12/31/2019	\$54.08	3.00%	\$51.50 - \$56.65
Inspector, PW	\$123.15	\$184.72	\$246.29	1/1/2020	12/31/2020	\$55.70	3.00%	\$53.05 - \$58.35
Engineering Technician	\$77.39	\$116.08	\$154.77	1/1/2018	12/31/2018	\$35.00		\$30.00 - \$40.00
Engineering Technician	\$79.71	\$119.56	\$159.41	1/1/2019	12/31/2019	\$36.05	3.00%	\$30.90 - \$41.20
Engineering Technician	\$82.10	\$123.15	\$164.20	1/1/2020	12/31/2020	\$37.13	3.00%	\$31.63 - \$42.44

Fee Rates-Rates in Caltrans Cost Example Format

Admin/Clerical Support	\$66.33	\$99.50	\$132.66	1/1/2018	12/31/2018	\$30.00	\$25.00 -	\$35.00
Admin/Clerical Support	\$66.32	\$102.48	\$136.64	1/1/2019	12/31/2019	\$30.90	\$25.75 -	\$36.05
Admin/Clerical Support	\$70.37	\$105.55	\$140.74	1/1/2020	12/31/2020	\$31.83	\$26.52 -	\$37.13
2-Man Survey Crew	\$276.38	\$414.56	\$552.75	1/1/2018	12/31/2018	\$125.00	\$120.00 -	\$130.00
2-Man Survey Crew	\$284.67	\$427.00	\$569.33	1/1/2019	12/31/2019	\$126.75	\$123.60 -	\$133.90
2-Man Survey Crew	\$293.21	\$439.61	\$586.41	1/1/2020	12/31/2020	\$132.61	\$127.31 -	\$137.92

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NOTES:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Cost" listing, see page 2 of this Exhibit

LPP 15-01

January 14, 2015

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #2) PAGE 2 OF 2
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

THIS SUBMITTAL IS FOR ON-CALL STATEMENT OF QUALIFICATIONS, WHERE A SPECIFIC PROJECT AND SCOPE IS NOT IDENTIFIED YET. WHEN A SPECIFIC PROJECT AND SCOPE IS IDENTIFIED, IF THE PROJECT SCOPE REQUIRES ITEMS THAT RESULT IN DIRECT COSTS IN ADDITION TO HOURLY RATES, COST FOR SUCH ITEMS WILL BE ESTABLISHED IF NECESSARY.

Consultant or Subconsultant

TRANSTECH ENGINEERS, INC.

Contract No.

**ON-CALL
SERVICES**

Date:

2/1/2018

SCHEDULE OF OTHER DIRECT COST ITEMS (THIS IS AN ON-CALL CONTRACT. DIRECT COST ITEMS WILL DEPEND ON SPECIFIC PROJECTS ONCE IDENTIFIED BY THE CITY)

[illegible]

IMPORTANT NOTES:

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
2. Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is their standard procedure for all of their contracts and that they do not own any vehicles purpose that could be used for the same purpose.

Local Assistance Procedures Manual

Exhibit 10-O1
Consultant Proposal DBE Commitment

EXHIBIT 10-O1 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: City of Commerce 2. Contract DBE Goal: 0%
 3. Project Description: On-call Services
 4. Project Location: A specific Project and Location is not identified at this point.
 5. Consultant's Name: Transtech Engineers, Inc. 6. Prime Certified DBE: ☐

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
<p>THIS IS AN ON-CALL SERVICES SOQ. A SPECIFIC PROJECT IS NOT IDENTIFIED AT THIS POINT. THEREFORE, A SPECIFIC SCOPE OF WORK AND ANY DBE SUBCONSULTANT NEEDS CANNOT BE ESTABLISHED AT THIS POINT. HOWEVER, TRANSTECH MAY INCLUDE DBE SUBCONSULTANTS, WHEN REQUIRED AT SPECIFIC PROJECT LEVEL BASED ON THE SCOPE, AND SPECIFIC TASKS THAT CAN BE PERFORMED BY A DBE SUBCONSULTANT.</p>			
Local Agency to Complete this Section		11. TOTAL CLAIMED DBE PARTICIPATION	%
17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____ (NAME)			
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.	
20. Local Agency Representative's Signature	21. Date	12. Preparer's Signature	13. Date
22. Local Agency Representative's Name	23. Phone	Ali Cayir, PE	909-595-8599
24. Local Agency Representative's Title		Principal	15. Phone
		16. Preparer's Title	

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

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

Local Assistance Procedures Manual

Exhibit 10-O2
Consultant Contract DBE Commitment

EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: City of Commerce 2. Contract DBE Goal: 0%
3. Project Description: On-call Services
4. Project Location: A specific Project and Location is not identified at this point.
5. Consultant's Name: Transtech Engineers, Inc. 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: TBD based on
8. Total Dollar Amount for ALL Subconsultants: _____ 9. Total Number of ALL Subconsultants: specific projects

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
<p>THIS IS AN ON-CALL SERVICES SOQ. A SPECIFIC PROJECT IS NOT IDENTIFIED AT THIS POINT. THEREFORE, A SPECIFIC SCOPE OF WORK AND ANY DBE SUBCONSULTANT NEEDS CANNOT BE ESTABLISHED AT THIS POINT. HOWEVER, TRANSTECH MAY INCLUDE DBE SUBCONSULTANTS, WHEN REQUIRED AT SPECIFIC PROJECT LEVEL BASED ON THE SCOPE, AND SPECIFIC TASKS THAT CAN BE PERFORMED BY A DBE SUBCONSULTANT.</p>			
<p>Local Agency to Complete this Section</p> <p>20. Local Agency Contract Number _____ (NAME) _____</p> <p>21. Federal-Aid Project Number: _____</p> <p>22. Contract Execution Date: _____</p> <p>Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.</p> <p>23. Local Agency Representative's Signature _____ 24. Date _____</p> <p>25. Local Agency Representative's Name _____ 26. Phone _____</p> <p>27. Local Agency Representative's Title _____</p>			<p>14. TOTAL CLAIMED DBE PARTICIPATION</p> <p>\$ _____</p> <p>% _____</p> <p>IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.</p> <p>15. Preparer's Signature <u>Ali Cayir</u> 16. Date <u>1-11-2018</u></p> <p>17. Preparer's Name <u>Ali Cayir, PE</u> 18. Phone <u>909-595-8599</u></p> <p>19. Preparer's Title <u>Principal</u></p>

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

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3680 or write Records and Forms Management, 1120 N Street, MS-69, Sacramento, CA 95814.

NO LOBBYING ACTIVITY TO DISCLOSE

Local Assistance Procedures Manual

EXHIBIT 10-Q
Disclosure of Lobbying Activities

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known _____	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known:	9. Award Amount, if known:	
10. Name and Address of Lobby Entity (If individual, last name, first name, MI)	11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI)	
(attach Continuation Sheet(s) if necessary)		
12. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	14. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
13. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____		
15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12: (attach Continuation Sheet(s) if necessary)		
16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/>		
17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: <u>Ali Cayir</u> Print Name: <u>Ali Cayir, PE</u> Title: <u>Principal</u> Telephone No.: <u>909-595-8599</u> Date: <u>1-11-2018</u>		Authorized for Local Reproduction Standard Form - LLL

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

LPP 13-01

Page 1
May 8, 2013

**ON-CALL PROFESSIONAL SERVICES
SUPPLEMENTAL QUESTIONNAIRE**

CITY OF COMMERCE CITY HALL
2535 Commerce Way
Commerce, CA 90040

Applicants and/or existing on-call consultants shall provide the information requested herein below, with the ~~notarized~~ certification requested at the end of this document, to the City of Commerce ("City"). **Failure to fully and accurately provide the requested ~~notarized~~ certification or information to the City may result in a determination that the applicant and/or existing on-call consultant is not responsible, nonresponsive and/or that their application is incomplete.**

I. Criminal Conviction(s):

For the five (5) years preceding the date of when this document is submitted to the City, identify on attached page(s) any criminal conviction in any jurisdiction of the United States for a violation of law arising out of the performance of a contract (1) by the applicant and/or existing on-call consultant submitting this supplemental information to the City, including any person who is an officer of, or in a management position with, or has an ownership interest in the entity which is submitting this supplemental information on behalf of the applicant and/or existing on-call consultant, or (2) by the person(s) performing the work described in the original, or subsequent Bid/Proposal/statement of Qualifications, including any such person when they were an officer, manager, owner, or responsible managing employee of any other consulting company other than the applicant and/or existing on-call consultant submitting this supplemental questionnaire to the City.

Provide on an attached page, and label "Criminal Convictions Information":

- (1) The date of conviction;
- (2) The name and court case identification number;
- (3) The identity of the law violated;
- (4) The identity of the prosecuting agency;
- (5) The contract or project involved;
- (6) The punishment imposed; and
- (7) Any exculpatory information of which the City should be aware.

II. Non-Collusion Declaration:

I am the party submitting a proposal for the award of an On-Call Professional Services Agreement, and/or that submitted a Statement of Qualifications to provide said services, for the City. I hereby declare, on behalf of Transtech Engineers, Inc., and each and every person who is an officer of, or in a management position with, or has an ownership interest in the entity, which is submitting this supplemental information on behalf of the applicant and/or existing on-call consultant, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or

indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the terms of the proposal, including the amount to paid to the City in the form of consulting fees, permit fees and other forms of compensation, or to fix any overhead, profit or cost element of the proposal, or of that of any other proposer, or to secure any advantage against the public body awarding the agreement to anyone interested in being awarded professional services agreements; that all statements contained in the proposal/statement of qualifications are true; and, further, that the proposer has not, directly or indirectly, submitted its proposal/statement of qualifications or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization or to any member or agent thereof to effectuate a collusive or sham proposal.

I further declare, on behalf of Transtech Engineers, Inc., and each and every person who is an officer of, or in a management position with, or has an ownership interest in the entity, which is submitting this supplemental information on behalf of the applicant and/or existing on-call consultant, that we have individually, and as an organization, not been subject of an open, pending or past civil or criminal investigation for the actions discussed herein; and/or that we have not been sued civilly or prosecuted criminally for the actions discussed herein.

III. Civil Litigation History:

For the five (5) preceding years preceding the date of when this document is submitted to the City, identify on attached page(s) any civil litigation arising out of the performance of a professional services/on-call-consulting contract within the State of California in which any of the following was a named plaintiff or defendant in a lawsuit brought by or against the entity soliciting Bid/Proposal/Statement of Qualifications: the applicant submitting the instant Bid/Proposal/Statement of Qualifications, including any person who is an officer of, or in a managing position with, or has an ownership interest in the entity submitting the Bid/Proposal/Statement of Qualifications. Do not include litigation which is limited solely to enforcement of mechanics' liens or stop notices. Provide on an attached page(s) labeled "Civil Litigation History Information:"

- (1) The name and court case identification number of each case,
- (2) The jurisdiction in which it was filed; and
- (3) The outcome of the litigation, e.g., whether the case is pending, a judgment was entered, a settlement was reached, or the case was dismissed.

IV. False Claims:

"False Claims Act", as used herein, is defined as either or both the Federal False Claims Act, 31 U.S.C. Sections 3729 et seq., and the California False Claims Act, Government Code Sections 12650 et seq. In submitting a Bid/Proposal/Statement of Qualifications to the City of I, hereby certify that neither the applicant nor any person who is an officer of, in a managing position with, or has an ownership interest in the applicant has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act as defined above.

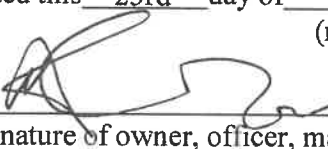
If there has been a determination that the applicant, or any individual associated with the

applicant as discussed herein, has violated the False Claim Act, in attached page(s), label "False Claim Act Information", the following:

- (1) Date of determination of violations;
 - (2) Identity of tribunal or court and case name or number;
 - (3) Government contract or project involved;
 - (4) Government agency involved (local, state and/or federal);
 - (5) Amount of fine(s) imposed; and
 - (6) Any exculpatory information.
-

Declaration: I declare under penalty of perjury that the above information, and any information attached and incorporated herein, is true and correct.


Executed this 23rd day of March 2018 at Chino, CA
(month and year) (city and state)

by  Ali Cayir, Principal
(signature of owner, officer, manager, or licensee responsible for submission of
Bid/Proposal/Statement of Qualifications)

[NOTARY ACKNOWLEDGEMENT TO FOLLOW]

STATE OF CALIFORNIA)
)
SS: COUNTY OF SAN)
BERNARDINO)

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

 **MONICA CATABAY**
COMM. #2157116
Notary Public - California
Orange County
My Comm. Expires June 18, 2020

Monica Catabay
(Typed Name of Notary)

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DEALEY, RENTON & ASSOCIATES
Insurance Brokers



March 27, 2018

Mr. Ali Cayir
Transtech Engineers, Inc.
13367 Benson Ave
Chino, CA 91710

Offices in
Oakland CA
Pasadena CA
Santa Ana CA

dealeyrenton.com
800.545.3090

Re: Professional Liability/ 5-year Civil Litigation History

Dear Ali:

Per your request, the following is a list of any pending or previous litigation over the past five years related to your firm's professional services including the outcome of any closed claims or cases.

Policy Period	Date Reported	Claim#/ Claimant	Indemnity/ Defense Paid	Jurisdiction	Outcome
12/31/17-18	N/A	N/A	N/A	N/A	N/A
12/31/16-17	6/25/17	0AB201884/ Diesel Machine Works, LLC	Indemnity: N/A Defense: Zero to date	Los Angeles County	Pending*
12/31/15-16	N/A	N/A	N/A	N/A	N/A
12/31/14-15	N/A	N/A	N/A	N/A	N/A
12/31/13-14	2/20/14	941044590/ AT&T	Indemnity: N/A Defense: \$6,313	Los Angeles County	Closed/Firm Dismissed

*The owner of a property alleged fire damage as a result of delayed response time because of ongoing construction, and filed claim against the Contractor and various other parties.

Sincerely,

Sheryl Nichols
Vice President