



CITY OF ESCONDIDO  
CONSULTING AGREEMENT

This Consulting Agreement ("Agreement") is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2023 ("Effective Date"),

Between: CITY OF ESCONDIDO  
a California municipal corporation  
201 N. Broadway  
Escondido, CA 92025  
Attn: Randy Manns  
760-839-6290, ext. 7031  
("CITY")

And: Arcadis U.S., Inc.  
a Delaware corporation  
530 B St., Suite 1000  
San Diego, CA 92101  
Attn: Richard Farr  
858-278-2716  
("CONSULTANT").

(The CITY and CONSULTANT each may be referred to herein as a "Party" and collectively as the "Parties.")

WHEREAS, the CITY has determined that it is in the CITY's best interest to retain the professional services of a consultant to provide construction management, document control and special inspection services for the Trunk Sewer Replacement Project;

WHEREAS, CONSULTANT is considered competent to perform the necessary professional services for the CITY; and

WHEREAS, the CITY and CONSULTANT desire to enter into this Agreement for the performance of the Services described herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, and conditions set forth herein, and the mutual benefits derived therefrom, the Parties hereby agree as follows:

1. Description of Services. CONSULTANT shall furnish all of the Services described in the Scope of Work, which is attached to this Agreement as Attachment "A" and incorporated herein by this reference ("Services").
2. Compensation. In exchange for CONSULTANT's completion of the Services, the CITY shall pay,

and CONSULTANT shall accept in full, an amount not to exceed the sum of **\$1,402,240**. CONSULTANT shall be compensated only for performance of the Services described in this Agreement. No compensation shall be provided for any other work or services without the CITY's prior written consent. If this Agreement is amended at any time, additional compensation of CONSULTANT contained in any subsequent amendments shall not exceed a cumulative total of 25% of the maximum payment provided for in this Section 2, unless approved by resolution of the City Council.

3. Performance. CONSULTANT shall faithfully perform the Services in a proficient manner, to the satisfaction of the CITY, and in accord with the terms of this Agreement. CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports and other information furnished by CONSULTANT pursuant to this Agreement, except that CONSULTANT shall not be responsible for the accuracy of information supplied by the CITY.
4. Personnel. The performance of the Services by certain professionals is significant to the CITY. As such, CONSULTANT shall only assign the persons listed on Attachment "B", attached to this Agreement and incorporated herein by this reference ("Personnel List"), to perform the Services. CONSULTANT shall not add or remove persons from the Personnel List without the City's prior written consent. If CONSULTANT has not designated a person to perform a component of the Services, CONSULTANT shall not assign such component of the Services to a person without obtaining the City's prior written consent. CONSULTANT shall not subcontract any component of the Services without obtaining the City's prior written consent.
  - a. Each individual listed on Attachment "B" must file (i) a Statement of Economic Interests Form 700 ("Form 700") pursuant to the California Political Reform Act of 1974 within 30 days of commencing work pursuant to this Agreement and (ii) a "leaving office" Form 700 within 30 days of concluding work pursuant to this Agreement. If the term of this Agreement extends beyond one year, each individual listed on Attachment "B" must file a Form 700 on an annual basis for each subsequent term year on or before the first of April. The CITY may require each individual listed on Attachment "B" to assist the CITY in completing a Form 805 to identify consultants that make or participate in making governmental decisions and identify the consultants' disclosure requirements. The Clerk's Office will coordinate Form 700 and 805 completion on the CITY's behalf.
5. Termination. The Parties may mutually terminate this Agreement through a writing signed by both Parties. The CITY may terminate this Agreement for any reason upon providing CONSULTANT with 10 days' advance written notice. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination. If the CITY terminates this Agreement due to no fault or failure of performance by CONSULTANT, then CONSULTANT shall be compensated based on the work satisfactorily performed at the time of such termination. In no event shall CONSULTANT be entitled to receive more than the amount that would be paid to CONSULTANT for the full performance of the Services.
6. City Property. All original documents, drawings, electronic media, and other materials prepared by CONSULTANT pursuant to this Agreement immediately become the exclusive property of the CITY, and shall not be used by CONSULTANT for any other purpose without the CITY's prior written consent.
7. Insurance Requirements.
  - a. CONSULTANT shall procure and maintain, at its own cost, during the entire term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Services, and the results of such work,

by CONSULTANT, its agents, representatives, employees, or subcontractors. Insurance coverage shall be at least as broad as the following:

- (1) *Commercial General Liability.* Insurance Services Office ("ISO") Form CG 00 01 covering Commercial General Liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury, with limits no less than \$2,000,000 per occurrence and \$4,000,000 general aggregate.
  - (2) *Automobile Liability.* ISO Form CA 00 01 covering any auto (Code 1), or if CONSULTANT has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage, unless waived by the CITY and approved in writing by the CITY's Risk and Safety Division.
  - (3) *Workers' Compensation.* Worker's Compensation as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
  - (4) *Professional Liability (Errors and Omissions).* Professional Liability (Errors and Omissions) appropriate to CONSULTANT's profession, with limits no less than \$2,000,000 per occurrence or claim and \$2,000,000 aggregate.
  - (5) If CONSULTANT maintains broader coverage and/or higher limits than the minimums otherwise required by this Agreement, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by CONSULTANT.
- b. Each insurance policy required by this Agreement must be acceptable to the City Attorney and shall meet the following requirements:
- (1) *Acceptability of Insurers.* Insurance coverage must be provided by an insurer authorized to conduct business in the state of California with a current A.M. Best's rating of no less than A-: FSC VII, or as approved by the CITY.
  - (2) *Additional Insured Status.* Both the Commercial General Liability and the Automobile Liability policies must name the CITY (including its officials, officers, agents, employees, and volunteers) specifically as an additional insured under the policy on a separate endorsement page. The Commercial General Liability additional insured endorsement shall be at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of *both* CG 20 10, CG 20 26, CG 20 33, or CG 20 38, *and* CG 20 37 if a later edition is used. The Automobile Liability endorsement shall be at least as broad as ISO Form CA 20 01.
  - (3) *Primary Coverage.* CONSULTANT's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the CITY, its officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officials, officers, agents, employees, or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
  - (4) *Notice of Cancellation.* Each insurance policy shall provide that coverage shall not be canceled, except with prior written notice to the CITY.
  - (5) *Subcontractors.* If applicable, CONSULTANT shall require and verify that all subcontractors maintain insurance meeting all the requirements stated within this Agreement, and CONSULTANT shall ensure that the CITY (including its officials, officers, agents, employees, and volunteers) is an additional insured on any insurance required from a subcontractor.
  - (6) *Waiver of Subrogation.* CONSULTANT hereby grants to the CITY a waiver of any right to subrogation that any insurer of CONSULTANT may acquire against the CITY by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any

endorsement that may be necessary to affect this waiver of subrogation, but this subsection shall apply regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer. Any Workers' Compensation policy required by this Agreement shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the CONSULTANT, its agents, representatives, employees, and subcontractors.

(7) *Self-Insurance.* CONSULTANT may, with the CITY's prior written consent, fulfill some or all of the insurance requirements contained in this Agreement under a plan of self-insurance. CONSULTANT shall only be permitted to utilize such self-insurance if, in the opinion of the CITY, CONSULTANT's (i) net worth and (ii) reserves for payment of claims of liability against CONSULTANT are sufficient to adequately compensate for the lack of other insurance coverage required by this Agreement. CONSULTANT's utilization of self-insurance shall not in any way limit the liabilities assumed by CONSULTANT pursuant to this Agreement.

(8) *Self-Insured Retentions.* Self-insured retentions must be declared to and approved by the CITY.

- c. *Verification of Coverage.* At the time CONSULTANT executes this Agreement, CONSULTANT shall provide the CITY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting the insurance coverage required by this Agreement), which shall meet all requirements under this Agreement. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Agreement, at any time.
- d. *Special Risks or Circumstances.* The CITY reserves the right, at any point during the term of this Agreement, to modify the insurance requirements in this Agreement, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- e. *No Limitation of Obligations.* The insurance requirements in this Agreement, including the types and limits of insurance coverage CONSULTANT must maintain, and any approval of such insurance by the CITY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including but not limited to any provisions in this Agreement concerning indemnification.
- f. Failure to comply with any of the insurance requirements in this Agreement, including, but not limited to, a lapse in any required insurance coverage during the term of this Agreement, shall be a material breach of this Agreement. In the event that CONSULTANT fails to comply with any such insurance requirements in this Agreement, in addition to any other remedies the CITY may have, the CITY may, at its sole option, (i) immediately terminate this Agreement; or (ii) order CONSULTANT to stop work under this Agreement and/or withhold any payment that becomes due to CONSULTANT until CONSULTANT demonstrates compliance with the insurance requirements in this Agreement.

8. Indemnification, Duty to Defend, and Hold Harmless.

- a. CONSULTANT (including CONSULTANT's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all claims, demands, actions, causes of action, proceedings (including but not limited to legal and administrative proceedings of any kind), suits, fines, penalties, judgments, orders, levies, costs, expenses, liabilities, losses, damages, or injuries, in law or equity, including without limitation the payment of all consequential damages and attorney's fees and other related litigation costs and expenses (collectively, "Claims"), of every nature caused by, arising out of, or in connection with CONSULTANT's performance of the

Services or its failure to comply with any of its obligations contained in this Agreement, except where caused by the sole negligence or willful misconduct of the CITY.

- b. CONSULTANT (including CONSULTANT's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all Claims caused by, arising under, or resulting from any violation, or claim of violation, of the San Diego Municipal Storm Water Permit (Order No. R9-2013-0001, as amended) of the California Regional Water Quality Control Board, Region 9, San Diego, that the CITY might suffer, incur, or become subject to by reason of, or occurring as a result of, or allegedly caused by, any work performed pursuant to this Agreement.
  - c. All terms and provisions within this Section 8 shall survive the termination of this Agreement.
9. Anti-Assignment Clause. Because the CITY has relied on the particular skills of CONSULTANT in entering into this Agreement, CONSULTANT shall not assign, delegate, subcontract, or otherwise transfer any duty or right under this Agreement, including as to any portion of the Services, without the CITY's prior written consent. Any purported assignment, delegation, subcontract, or other transfer made without the CITY's consent shall be void and ineffective. Unless CONSULTANT assigns this entire Agreement, including all rights and duties herein, to a third party with the CITY's prior written consent, CONSULTANT shall be the sole payee under this Agreement. Any and all payments made pursuant to the terms of this Agreement are otherwise not assignable.
  10. Attorney's Fees and Costs. In any action to enforce the terms and conditions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs.
  11. Independent Contractor. CONSULTANT is an independent contractor, and no agency or employment relationship is created by the execution of this Agreement.
  12. Amendment. This Agreement shall not be amended except in a writing signed by the CITY and CONSULTANT.
  13. Merger Clause. This Agreement, together with its attachments or other documents described or incorporated herein, if any, constitutes the entire agreement and understanding of the CITY and CONSULTANT concerning the subject of this Agreement and supersedes and replaces all prior negotiations, understandings, or proposed agreements, written or oral, except as otherwise provided herein. In the event of any conflict between the provisions of this Agreement and any of its attachments or related documents, if any, the provisions of this Agreement shall prevail.
  14. Anti-Waiver Clause. None of the provisions of this Agreement shall be waived by the CITY because of previous failure to insist upon strict performance, nor shall any provision be waived because any other provision has been waived by the CITY, in whole or in part.
  15. Severability. This Agreement shall be performed and shall be enforceable to the full extent allowed by applicable law, and the illegality, invalidity, waiver, or unenforceability of any provision of this Agreement shall not affect the legality, validity, applicability, or enforceability of the remaining provisions of this Agreement.
  16. Governing Law. This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California. Venue for any action arising from this Agreement shall be conducted only in the state or federal courts of San Diego County, California.
  17. Counterparts. This Agreement may be executed on separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by electronic means, including an attachment to

an email, shall be effective as delivery of an executed original. The Agreement on file with the City is the copy of the Agreement that shall take precedence if any differences exist between or among copies or counterparts of the Agreement.

18. Provisions Cumulative. The foregoing provisions are cumulative to, in addition to, and not in limitation of any other rights or remedies available to the CITY.
19. Notice. Any statements, communications, or notices to be provided pursuant to this Agreement shall be sent to the attention of the persons indicated herein, and the CITY and CONSULTANT shall promptly provide the other Party with notice of any changes to such contact information.
20. Business License. CONSULTANT shall obtain a City of Escondido Business License prior to execution of this Agreement and shall maintain such Business License throughout the term of this Agreement.
21. Compliance with Laws, Permits, and Licenses. CONSULTANT shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements in effect during the term of this Agreement. CONSULTANT shall obtain any and all permits, licenses, and other authorizations necessary to perform the Services. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.
22. Prevailing Wages. If applicable, pursuant to California Labor Code section 1770 et seq., CONSULTANT agrees that a prevailing rate and scale of wages, in accordance with applicable laws, shall be paid in performing this Agreement. CONSULTANT shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements pertaining to the payment of prevailing wages. The prevailing rate and scale to be paid shall be the same as the applicable "General Prevailing Wage Determination" approved by the Department of Industrial Relations as of the Effective Date of this Agreement, which are available online at <http://www.dir.ca.gov/oprl/dprevwagedetermination.htm> and incorporated into this Agreement by this reference. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.
23. Department of Industrial Relations Compliance. This public project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. CONSULTANT shall post all job site notices required by regulation. CONSULTANT, as well as any subcontractors, shall be registered pursuant to California Labor Code section 1725.5 to be qualified to bid on, be listed in a bid proposal (subject to the requirements of Public Contract Code section 4104), or engage in the performance of any public works contract subject to the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.
24. Immigration Reform and Control Act of 1986. CONSULTANT shall keep itself informed of and shall comply with the Immigration Reform and Control Act of 1986 ("IRCA"). CONSULTANT represents and warrants that all of its employees and the employees of any subcontractor retained by CONSULTANT who perform any of the Services under this Agreement, are and will be authorized to perform the Services in full compliance with the IRCA. CONSULTANT affirms that as a licensed contractor and employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will perform the Services. CONSULTANT

agrees to comply with the IRCA before commencing any Services, and continuously throughout the performance of the Services and the term of this Agreement.

25. Effective Date. Unless a different date is provided in this Agreement, the effective date of this Agreement shall be the latest date of execution set forth by the names of the signatories below.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, this Agreement is executed by the Parties or their duly authorized representatives as of the Effective Date:

CITY OF ESCONDIDO

Date: \_\_\_\_\_

\_\_\_\_\_  
Dane White, Mayor

Arcadis U.S., Inc.

Date: \_\_\_\_\_

\_\_\_\_\_  
Richard Farr, CCM,  
Principal In Charge

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY  
MICHAEL R. MCGUINNESS, CITY ATTORNEY

BY: \_\_\_\_\_

THE CITY OF ESCONDIDO DOES NOT DISCRIMINATE AGAINST QUALIFIED PERSONS WITH DISABILITIES.



## **ATTACHMENT "A"**

### Scope of Work

#### **A. General**

Arcadis U.S., Inc., a Delaware corporation ("Consultant") will provide the City of Escondido, a California municipal corporation ("City") with full-service construction management ("CM") services related to the City's Trunk Sewer Replacement Project ("Project").

#### **B. Location**

Consultant to provide CM services at various locations including the Project site generally located between the Hale Avenue Resource Recovery Facility, 1521 S. Hale Ave., Escondido, CA 92029 ("HARRF"), and the intersection of North Quince Street and Norlak Avenue, Escondido, CA 92029. See Exhibit 1, which is attached to this Scope of Work and incorporated herein by this reference, for the Project site map.

#### **C. Services**

##### **Task 1 – Project Coordination**

1. Assist the City with community outreach efforts;
2. Provide a part-time staff member who is dedicated to performing document control tasks;
3. Coordinate with all independent consultants retained by the City for the Project, including: design engineer, labor compliance consultant, and any other consulting services required for the duration of the Project;
4. Coordinate all special inspections for the Project that are not required of the Project contractor (e.g. geotechnical and any special inspections that are included as part of CM services). All subcontracts for special inspections must include prevailing wage and labor compliance requirements. Consultant's services relating to special inspections for the Project are further detailed in Task 5 below;
5. Coordinate, review, observe, and document all equipment testing and start up, if applicable;
6. Coordinate with the City's Utilities Construction Management staff;
7. Coordinate with the City's HARRF staff regarding major shutdowns, tie-ins, facility connections, and any applicable training; and
8. Coordinate with the City, independent consultants (e.g. SWPPP Program Manager, environmental and cultural monitoring consultants) and all stakeholders to ensure good communications with the Project contractor and good record keeping practices.

##### **Task 2 – Inspection**

1. Monitor all Project permit conditions (e.g. City encroachment permit) and the respective expiration dates for each Project permit. Inform the City and Project contractor when non-compliance is observed as it relates to the Project permit requirements;
2. Monitor and ensure the Project contractor's compliance for all Project specifications and drawings requirements, the City's Standard Detail drawings, agency encroachment permits, and all other pertinent standards, requirements, and documents associated with the Project; and
3. Monitor Project contractor's schedule each week and inform the City of any construction conflicts and issues that could potentially affect the Critical Path Method ("CPM") or designated Project schedule method.

### **Task 3 – Document Control and Record Keeping**

1. Employ and conform to the City's Secure File Transfer Protocol ("SFTP") system, file management plan, and other City-provided forms to prepare, process, and file (in PDF format) all construction phase documents and records, ensuring complete Project records during the course of the Project and at Project completion.
2. Examples of document control and record keeping include, but are not limited to:
  - a. Preparation of written daily field reports for submittal to the City via the SFTP. Reports must include work performed, labor and equipment utilized, and a discussion of any work not conforming to the plans and specifications. The City will provide Consultant a written daily field report form within 30 days of the Effective Date;
  - b. In accordance with the General Conditions ("GC"), Consultant shall collect the Project contractor's daily reports. After collection, Consultant shall compare the Project contractor's daily reports to Consultant's daily inspection reports so any discrepancies can be addressed in a timely manner. Approved reports will be filed on the SFTP;
  - c. Daily photographic documentation of construction activities in digital, date-stamped format. Photo file sized shall conform to City file requirements. Photos shall be uploaded to the City SFTP on a daily or weekly basis;
  - d. Observe and record all major materials deliveries to the Project site to confirm compliance with the Project specifications and approved shop drawings;
  - e. Review and upload all special inspection reports and geotechnical reports provided by those firms contracted through Consultant pursuant to Task 1 and Task 5;
  - f. Review and upload to the SFTP all Project documents, reports, and correspondence, including shop drawings, submittals, requests for information ("RFI"), Storm Water Pollution Prevention Plan ("SWPPP") inspections reports, permit documents, environmental monitoring reports and training documentation, labor compliance monitoring reports and correspondence, community complaints and documentation of contact and resolution, geotechnical and materials testing reports, and special inspections;
  - g. During the Project's construction phase, review and update Project red line drawings and Project contractor red line drawings, and provide final reviews and approval of the Project contractor's red line drawings at Project completion. Submit final, Consultant-approved Project contractor red line drawings to the City Field Engineering Inspector;
  - h. Prepare quarterly CM reports, including detailed descriptions of work completed, schedule status, submittals status, RFI status, design revision status, progress payment and overall contract status, and Project photographs representing key construction activities. The quarterly reports will be prepared in a City-approved format including color copies of six or more digital photographs with captions of work performed. Electronic copies of the quarterly reports shall be accessible to the City via the City's SFTP site;
  - i. Ensure all Project records meet the highest quality assurance/quality control standards. Questionable audit results can negatively impact the City's future funding opportunities. Most project documentation is considered public record and is potentially subject to a high-level of scrutiny.
3. The City will provide Consultant a CM manual, including a detailed file plan. The City does not object to Consultant using their own proprietary file management system; however, all documents produced in that file management system, as well as documents received from the Project contractor, must be saved as PDFs and filed on the City's SFTP site on a regular (daily or weekly) basis, so that the City's Utility Construction Management staff has access to all project related documents at all times. Consultant payments will be held, or partially held, if records are not kept up-to-date each month.

### **Task 4 – Project Management**

1. Ensure adherence to this Agreement, the Project contractor's contract documents, and the Project plans and specifications;

2. Attend a preliminary meeting with the City and labor compliance consultant to review Project documentation requirements;
3. Attend the pre-construction meeting and participate as the Project construction manager (after introductions by the Utilities Construction Project Manager);
4. Organize and facilitate a pre-construction partnering session with the Project contractor to discuss any potential design related issues, preliminary RFIs, or other items that might help expedite, ease, or promote a positive construction start;
5. Schedule and conduct weekly or bi-weekly progress meetings. Attendees for the meeting shall include the Project contractor, the City, and other stakeholders as necessary. Prepare and distribute draft meeting minutes, via email, in a timely manner. Distribute and file on the SFTP final meeting minutes in PDF;
6. Schedule and conduct any special meetings, as necessary. Prepare meeting minutes, similar to regular progress meetings as described in Task 4(5) above;
7. Manage, route, and track all submittals and RFIs, to the City's design engineer. Coordinate with the City's design engineer, as needed, on all change orders, field orders, and time and material requests;
8. At the City's request, provide professional opinions to the City relating to field construction issues, determining entitlement of compensation to the Project contractor for differing site conditions, change in scope items, negotiating all change order work, mitigating construction claims resolutions, and providing appropriate responses to the Project contractor regarding such issues, on behalf of the City;
9. Clearly document all details and calculations in written field orders and change orders, ensuring good results for future audits by various funding entities;
10. Ensure the Project contractor's adherence to Project schedule and notify all parties of issues that might impact the CPM;
11. Review the Project contractor's monthly progress payment estimates and confirm that percentages and quantities of work completed align with the amounts requested for payment. Provide a thorough review for accuracy and comparison with actual work completed. Meet with the City's Field Engineering Inspector to discuss the progress pay application and ensure that all check list items are complete, including labor compliance issues, prior to submittal to the City. Make appropriate recommendations to the City on payment issues;
12. Track preliminary notices forwarded by City staff, collect and file appropriate releases from contractor, and ensure all appropriate and necessary releases are on file upon Project completion;
13. Facilitate an intermediary Partnering Session, if deemed necessary during construction of the Project;
14. Conduct and coordinate preliminary and final walk-throughs for the punch lists, start up and testing, and closeout. Ensure all deliverables have been reviewed, approved, and delivered to the appropriate City staff, including Operation and Maintenance manuals and any other training documentation;
15. Provide claim support through final resolution. Mitigate existing issues and resolve all future issues at the lowest level possible to avoid claims; and
16. Submit detailed monthly CM services invoices, and include a Burn Rate spreadsheet with each invoice for budget tracking. A sample spreadsheet will be provided. Consultant payments will be held, or partially held, if records are not kept up-to-date on a monthly basis.

#### **Task 5 – Subcontract Management – Special Inspection Services**

1. Consultant to include and manage the following as part of the CM services:
  - a. Scheduling testing for geotechnical support and special inspection and monitoring services, as needed. Geotechnical support and special inspections services shall include, but are not limited to:
    - i. Trenchless technology specialist, only if needed;
    - ii. Inspection of trench backfill and compaction testing during pipeline construction and site grading;

- iii. Materials sampling and testing during installation of cast-in-place concrete for structures;
  - iv. Subgrade, aggregate base and asphaltic concrete in cases where the Project construction has caused damage to road surfaces, private driveways or other;
  - v. Laboratory testing of imported material, compaction testing of trench backfill, concrete cylinder testing, proctor test, and aggregate base conformance to Project specifications for asphalt and concrete;
  - vi. Submitting field reports and lab test reports to the CM; and
2. As part of the CM fee schedule, a line item allowance of \$80,000 has been added for geotechnical and special inspection services. This allowance is based on a time and materials basis, not to exceed \$80,000 without written authorization from the City.
  3. Consultant is responsible for ensuring compliance with all prevailing wage laws and requirements for their firm and any subcontractors or subconsultants. Prevailing wage laws and requirements must be listed in all subcontracts. Consultant and all of their subcontractors and subconsultants are required to submit prevailing wage documentation to the City's labor compliance consultant for compliance monitoring for covered classifications.

**D. Scheduling**

Consultant to schedule specific date for beginning of work in advance by contacting Randy Manns at 760-839-6290, ext. 7031, or [rmanns@escondido.org](mailto:rmanns@escondido.org). Further instructions will be provided upon scheduling.

**E. Contract Price and Payment Terms**

The contract price shall not exceed **\$1,402,240**. Consultant shall submit monthly invoices to the City, and the City shall pay Consultant for invoiced services within 30 days of receipt of an invoice.

The following rates per task shall remain in effect throughout the term of this Agreement.

<b>Task No.</b>	<b>Task Description</b>	<b>Total Cost</b>
1	Coordination	\$236,800
2	Inspection	\$615,440
3	Document Control/Record Keeping	\$195,120
4	Project Management	\$274,880
5	Subcontract Management – Special Inspection Services	\$80,000
Other	Other Direct Costs (Describe)	\$0.00
	<b>Total</b>	<b>\$1,402,240</b>

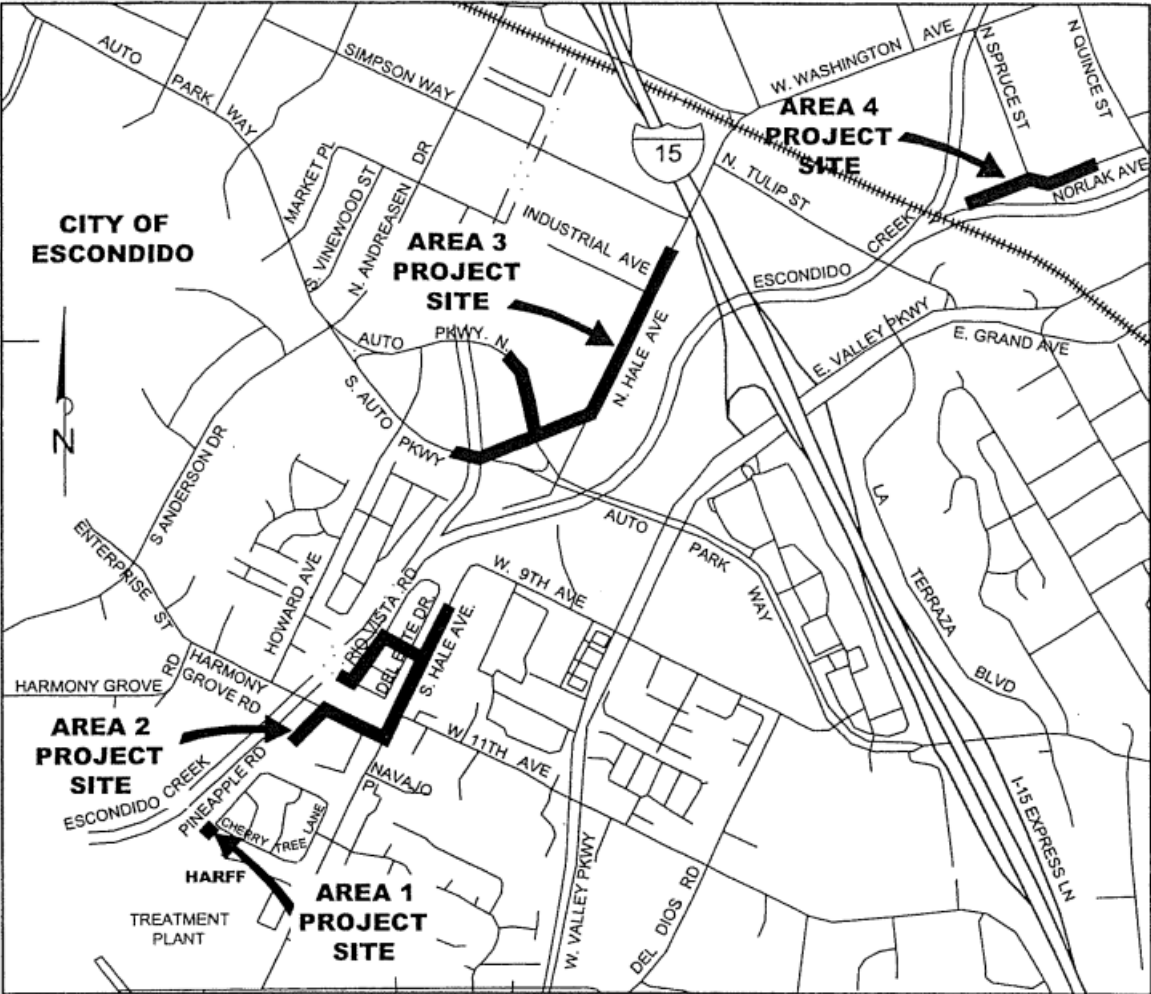
**F. Term**

The term of this Agreement shall be **two years**, commencing the Effective Date of the Agreement.

Consultant acknowledges that the term of this Agreement may extend over multiple fiscal years, and that work and compensation under this Agreement is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Agreement may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. The City is not obligated to pay Consultant for any amounts not duly appropriated and authorized by City Council.

# Exhibit 1

## Project Site Map



LOCATION MAP  
NTS

## **ATTACHMENT "B"**

### Personnel List

Pursuant to Section 4 of the Agreement, CONSULTANT shall only assign performance of Services to persons listed below.

1. Richard Farr, Principal in Charge/ Project Manager, 530 B Street, Suite 1000, San Diego, CA 92101, Arcadis U.S., Inc.;
2. Arnie Wingler, Construction Manager, 530 B Street, Suite 1000, San Diego, CA 92101, Arcadis U.S., Inc.;
3. Erik Anderson, Field Inspector (Daytime Construction), 530 B Street, Suite 1000, San Diego, CA 92101, Arcadis U.S., Inc.;
4. Allen Day, Field Inspector (Nighttime Construction), 530 B Street, Suite 1000, San Diego, CA 92101, Arcadis U.S., Inc.;
5. Annette Holenbeck, Document Control, Record Keeping Manager, Labor Compliance Specialist, 530 B Street, Suite 1000, San Diego, CA 92101, Arcadis U.S., Inc.;
6. Arthur Serata, Alternate Construction Manager, 530 B Street, Suite 1000, San Diego, CA 92101, Arcadis U.S., Inc.;
7. Lauren Jentzen, Alternate Construction Manager, 530 B Street, Suite 1000, San Diego, CA 92101, Arcadis U.S., Inc.;
8. Ron Seale, Alternate Field Inspector (Daytime Construction), 530 B Street, Suite 1000, San Diego, CA 92101, Arcadis U.S., Inc.;
9. Conrad Taylor, Alternate Inspector (Nighttime Construction) 530 B Street, Suite 1000, San Diego, CA 92101, Arcadis U.S., Inc.; and
10. Ninyo and Moore, Geotechnical and Special Inspection Services, 5710 Ruffin Rd, San Diego, CA 92123.

CONSULTANT shall not add or remove persons from this Personnel List without the City's prior written consent. If CONSULTANT has not designated a person to perform a component of the Services, CONSULTANT shall not assign such component of the Services to a person without obtaining the City's prior written consent. CONSULTANT shall not subcontract any component of the Services without obtaining the City's prior written consent.

Acknowledged by:

Date: \_\_\_\_\_

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Richard Farr, CCM, Principal In Charge  
Project Manager  
Arcadis U.S., Inc.