

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES (the "Agreement") is made and entered into as of March 27, 2024, by and between the CITY OF IRVINE, a municipal corporation ("City"), and BOWMAN INFRASTRUCTURE ENGINEERS, LTD, a California corporation ("Consultant"). Consultant is a member of the City of Irvine 2024 On-Call Program.

PART I

FUNDAMENTAL TERMS

- A. Location of Project:** The City of Irvine location(s) as set forth in PART IV, Scope of Services, included herein.
- B. Description of Services/Goods to be Provided:** Professional Consulting Services as a City of Irvine On-Call Program Member for the specialty area(s) set forth below in accordance with PART IV, Scope of Services, included herein (reference RFP 24-3394).

- **PM2. Inspection Services**
- **T3. Traffic Engineering**

- C. Term:** Unless terminated earlier as set forth in this Agreement, the services shall commence on April 1, 2024 ("Commencement Date") and shall continue through June 30, 2027, with an option for an extension until June 30, 2029, upon mutual agreement of the parties (or later to allow for completion of the project).

D. Party Representatives:

D.1. The City designates the following person/officer to act on City's behalf:
Vien Nguyen, email: VienNguyen@cityofirvine.org

D.2. The Consultant designates the following person to act on Consultant's behalf:
Sid Mousavi, email: sidmousavi@bowman.com

Consultant Information

Address for Notices and Payments:

3060 Saturn Street, Suite 250
Brea, CA 92821

Attn: Sid Mousavi
Telephone: 714-940-0100
Email: sidmousavi@bowman.com

- E. Notices:** Consultant shall deliver all notices and other writings required to be delivered under this Agreement to City at the address set forth in Part II ("General Provisions"). The City shall deliver all notices and other writings required to be delivered to Consultant at the address set forth following Consultant's signature below.

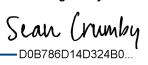
F. Attachments: This Agreement incorporates by reference the following Attachments to this Agreement:

- F.1. Part I: Fundamental Terms
- F.2. Part II: General Provisions
- F.3. Part III: Special Provisions
- F.4. Part IV: Scope of Services
- F.5. Part V: Budget

G. Integration: This Agreement represents the entire understanding of City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with regard to those matters covered by this Agreement. This Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between the parties, and none shall be used to interpret this Agreement.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first set forth above.

CITY OF IRVINE

DocuSigned by:
By: 
D0B786D14D324B0...
Sean Crumby

Its: Director of Public Works & Sustainability

**BOWMAN INFRASTRUCTURE
ENGINEERS, LTD**

DocuSigned by:
By: 
38EA24237B93455...
Sid Mousavi

Its: Executive

DocuSigned by:
By: 
6035ED25CC0A405...
Farzad Dorrani

Its: Principal, Southern California
Operations

Attest:

DocuSigned by:
By: 
0FCAD91F02E547D...
Carl Petersen

Its: City Clerk

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP

DocuSigned by:
By: 
DABE6686180C4BB...
Jeffrey Melching

PART II

GENERAL PROVISIONS

SECTION ONE: SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Consultant shall provide the goods and/or services shown on Part IV hereto ("Scope of Services"), which may be referred to herein as the "services" or the "work." If this Agreement is for the provision of goods, supplies, equipment or personal property, the terms "services" and "work" shall include the provision (and, if designated in the Scope of Services, the installation) of such goods, supplies, equipment or personal property.

1.2 Changes and Additions to Scope of Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such work shall be undertaken unless a written order is first given by City to Consultant, incorporating therein any adjustment in (i) the Budget, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Consultant. City approval and/or payment for work claimed by Consultant as changed or additional shall not act to prevent City at any time to claim such work is covered by the Scope of Work and should be performed by Consultant without additional consideration due. It is expressly understood by Consultant that the provisions of this Section 1.2 shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor.

1.3 Standard of Performance. Consultant agrees that all services shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry, and that all goods, materials, equipment or personal property included within the services herein shall be of good quality, fit for the purpose intended.

1.4 Performance to Satisfaction of City. Notwithstanding any other provision herein, Consultant agrees to perform all work to the satisfaction of City within the time specified. If City reasonably determines that the work is not satisfactory, City shall have the right to take appropriate action, including but not limited to: (i) meeting with Consultant to review the quality of the work and resolve matters of concern; (ii) requiring Consultant to repeat unsatisfactory work at no additional charge until it is satisfactory; (iii) suspending the delivery of work to Consultant for an indefinite time; (iv) withholding payment; and (v) terminating this Agreement as hereinafter set forth.

1.5 Instructions from City. In the performance of this Agreement, Consultant shall report to and receive instructions from the City's Representative designated in Paragraph D.1 of Part I ("Fundamental Terms") of this Agreement. Tasks or services other than those specifically described in the Scope of Services shall not be performed without the prior written approval of the City's Representative.

1.6 Familiarity with Work. By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the services under the Agreement. If

the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any conditions, including any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact in writing and shall not proceed except at Consultant's risk until written instructions are received from the City's Representative.

1.7 Identity of Persons Performing Work.

- A.** Consultant represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all tasks and services required hereunder. Any personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of services under this Agreement and as required by law.
- B.** Consultant represents that the tasks and services required hereunder will be performed by Consultant or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services. Consultant will exclusively determine the means, methods and details of performing the services subject to the requirements of this Agreement.
- C.** This Agreement contemplates the personal services of Consultant and Consultant's employees, and it is recognized by the parties hereto that a substantial inducement to City for entering into this Agreement was, and is, the professional reputation and competence of Consultant. Neither this Agreement nor any interest therein may be assigned by Consultant, except upon written consent of City.

1.8 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of City. In addition, neither the Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. In the event of any unapproved transfer, including any bankruptcy proceeding, City may void the Agreement at City's option in its sole and absolute discretion. No approved transfer shall release any surety of Consultant of any liability hereunder without the express written consent of City.

SECTION TWO: INSURANCE AND INDEMNIFICATION

2.1 Insurance. Without limiting Consultant's indemnification obligations, Consultant shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided below, against all claims for injuries against persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, employees, and/or subconsultants. In the event that Consultant subcontracts any portion of the work in compliance with Section 1.8 of this Agreement, the contract between the Consultant and such subconsultant shall require the subconsultant to maintain the same policies of insurance that the consultant is required to maintain pursuant to this Section 2.1.

2.1.1 Insurance Coverage Required. The Insurance obligations under this agreement shall be (1) all the Insurance coverage and/or limits carried by or available to the Consultant;

or (2) the minimum Insurance coverage requirements and/or limits shown in this agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum insurance requirements of this agreement are sufficient to cover the obligations of the Consultant under this agreement.

The policies and minimum amounts of insurance required hereunder shall be as follows:

A. Comprehensive General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01 including completed operations and contractual liability, with limits of liability of not less than \$2,000,000 per occurrence and \$4,000,000 annual aggregate for liability arising out of Consultant's performance of this Agreement. The limits shall be provided by either a single primary policy or combination of policies. If limits are provided with excess and/or umbrella coverage the limits combined with the primary will equal the minimum limits set forth above. If written with an aggregate, the aggregate shall be double the each occurrence limit. Such insurance shall be endorsed to:

- (1) Name the City of Irvine and its employees, representatives, officers and agents (collectively hereinafter "City and City Personnel") as additional insured for claims arising out of Consultant's performance of this Agreement.
- (2) Provide that the insurance is primary and non-contributing with any other valid and collectible insurance or self-insurance available to City.

A statement on an insurance certificate will not be accepted in lieu of the actual endorsement.

B. Automobile Liability Insurance with a limit of liability of not less than \$1,000,000 each occurrence and \$1,000,000 annual aggregate. The limits shall be provided by either a single primary policy or combination of policies. If limits are provided with excess and/or umbrella coverage the limits combined with the primary will equal the minimum limits set above. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto." Such insurance shall be endorsed to:

- (1) Name the City of Irvine and its employees, representatives, officers and agents as additional insured for claims arising out of Consultant's performance of this Agreement.
- (2) Provide that the insurance is primary and non-contributing with any other valid and collectible insurance or self-insurance available to City.

A statement on an insurance certificate will not be accepted in lieu of the actual endorsement.

C. Workers' Compensation Insurance in accordance with the Labor Code of California and covering all employees of the Consultant providing any service in the performance of this Agreement. Such insurance shall be endorsed to:

(1) Waive the insurer's right of Subrogation against the City and City Personnel.

A statement on an insurance certificate will not be accepted in lieu of the actual endorsement unless your insurance carrier is the State of California Insurance Fund (SCIF) and the endorsement numbers 2570 and 2065 are referenced on the certificate of insurance.

In the performance of the work under this Agreement, if Consultant does not employ any person in any manner so as to become subject to the workers' compensation laws of California, Consultant agrees to indemnify, defend, and hold harmless the City of Irvine and all of its officials, employees, and agents from and against any and all claims, liabilities, and losses relating to personal injury or death, economic losses, and property damage arising out of Consultants failure to provide such worker's compensation insurance. Consultant agrees that, if firm should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, firm shall forthwith comply with those provisions, immediately furnish insurance certificates evidencing such coverage as set forth herein, and notify the City of the change in status.

- D. Professional Liability Insurance** with minimum limits of \$1,000,000 each claim. Covered professional services shall include all work performed under this Agreement and delete any exclusion that may potentially affect the work to be performed.
- E.** If the consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the consultant.
- F. Evidence of Insurance:** Consultant shall provide to City a Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to City by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided. The City project title or description MUST be included in the "Description of Operations" box on the certificate.

The City's insurance certificate tracking services provider, Exigis, LLC, will send Consultant an email message providing instructions for submitting insurance certificates and endorsements.

Certificate Holder: City of Irvine, California
c/o: Exigis LLC
PO Box 4668 ECM #35050
New York, NY 10168-4668

- G. Endorsements:** A statement on an insurance certificate will not be accepted in lieu of the actual endorsement. Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

Additional Insured Endorsements **shall not**:

1. Be limited to "Ongoing Operations"
2. Exclude "Contractual Liability"
3. Restrict coverage to the "Sole" liability of Consultant
4. Contain any other exclusion contrary to the Agreement.

- H. Any Deductible in Excess of \$100,000 and/or Self-Insured Retentions** must be approved in writing by the City.

- I. Acceptability of Insurers.** Each policy shall be from a company with current A.M. Best's rating of A- VII or higher and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus lines brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by the City.

- J. Insurance of Subconsultants.** Consultant shall be responsible for causing Subconsultants to maintain the same types and limits of coverage in compliance with this Agreement, including naming the City as an additional insured to the Subconsultant's policies.

2.2 Indemnification. Consultant shall indemnify, defend, and hold City and City Personnel harmless from and against any and all actions, suits, claims, demands, judgments, attorney's fees, costs, damages to persons or property, losses, penalties, obligations, expenses or liabilities (herein "claims" or "liabilities") that may be asserted or claimed by any person or entity arising out of the willful or negligent acts, errors or omissions of Consultant, its employees, agents, representatives or subconsultants which directly or indirectly relate to the work being performed or services being provided under this Agreement, whether or not there is concurrent active or passive negligence on the part of City and/or City Personnel, but excluding such claims or liabilities arising from the sole active negligence or willful misconduct of City or City Personnel in connection therewith:

2.2.1 Consultant shall defend any action or actions filed in connection with any such claims or liabilities, and shall pay all costs and expenses, including attorney's fees incurred in connection therewith.

2.2.2 Consultant shall promptly pay any judgment rendered against City or any City Personnel for any such claims or liabilities.

2.2.3 In the event City and/or any City Personnel is made a party to any action or proceeding filed or prosecuted for any such damages or other claims arising out of or in connection with the work being performed or services being provided under this Agreement, Consultant shall pay to City any and all costs and expenses incurred by City or City Personnel in such action or proceeding, together with reasonable attorney's fees and expert witness fees.

These Indemnification provisions are independent of, and shall not in any way be limited by, the Insurance Requirements of this Agreement. City approval of the insurance contracts required by this Agreement does not in any way relieve the Consultant from liability under this section.

SECTION THREE: LEGAL RELATIONS AND RESPONSIBILITIES

3.1 Compliance with Laws. Consultant shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect those employed by it or in any way affect the performance of services pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances, and regulations and shall be responsible for the compliance of all work and services performed by or on behalf of Consultant. When applicable, Consultant shall not pay less than the prevailing wage, which rate is determined by the Director of Industrial Relations of the State of California.

3.2 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense all licenses, permits, and approvals that may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Consultant's performance of the services required by this Agreement, and shall indemnify, defend, and hold harmless City against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against City thereunder.

3.3 Covenant against Discrimination. Consultant covenants for itself, its heirs, executors, assigns, and all persons claiming under or through it, that there shall be no discrimination against any person on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person, in the performance of this Agreement. Consultant further covenants and agrees to comply with the terms of the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) as the same may be amended from time to time.

3.4 Nondiscrimination in City Contracts. Any business that enters into a contract for goods or services with the City of Irvine or any of its boards, agencies, or departments shall:

- (a) Implement an employment nondiscrimination policy prohibiting discrimination in hiring, discharging, promoting or demoting, matters of compensation, or any other employment-related decision or benefit on account of actual or perceived race, color, religion, national origin, gender, physical or mental disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status.
- (b) Not discriminate in the performance of the contract on account of actual or perceived race, color, religion, national origin, gender, physical or mental disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status.
- (c) Incorporate the foregoing provisions in all subcontracts hereunder.

3.5 Independent Consultant. Consultant shall perform all services required herein as an independent consultant of City and shall remain at all times as to City a wholly independent consultant. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise, or a joint venturer, or a member of any joint enterprise with Consultant. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. Neither Consultant nor any of Consultant's employees shall, at any time, or in any way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from the City; and neither Consultant nor any of its employees shall be paid by City time and

one-half for working in excess of forty (40) hours in any one week. City is under no obligation to withhold State and Federal tax deductions from Consultant's compensation. Neither Consultant nor any of Consultant's employees shall be included in the competitive service, have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.

3.6 Covenant against Contingent Fees. Consultant warrants that it has not employed or retained any company or person other than a bona fide employee working for Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

3.7 Use of Patented Materials. Consultant shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software programs, used or incorporated in the services or work performed by Consultant under this Agreement. Consultant shall indemnify, defend, and save the City harmless from any and all suits, actions or proceedings of every nature for or on account of the use of any patented or copyrighted materials consistent with Section 2.2 herein.

3.8 Proprietary Information. All proprietary information developed specifically for City by Consultant in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material, or software programs, but not including Consultant's underlying materials, software, or know-how, shall be the sole and exclusive property of City, and are confidential and shall not be made available to any person or entity without the prior written approval of City. Consultant agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from the performance of Consultant's services under this Agreement. Consultant further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, the performance of services by Consultant under this Agreement shall be made to City, and that Consultant shall do all things necessary and proper to perfect and maintain ownership of such proprietary information by City.

3.9 Retention of Funds. Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether arising out of this Agreement or otherwise) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and all amounts for which City may be liable to third parties, by reason of Consultant's negligent acts, errors, or omissions, or willful misconduct, in performing or failing to perform Consultant's obligations under this Agreement. City in its sole and absolute discretion, may withhold from any payment due Consultant, without liability for interest, an amount sufficient to cover such claim or any resulting lien. The failure of City to exercise such right to deduct or withhold shall not act as a waiver of Consultant's obligation to pay City any sums Consultant owes City.

3.10 Termination by City. City reserves the right to terminate this Agreement at any time, with or without cause, upon written notice to Consultant. Upon receipt of any notice of termination from City, Consultant shall immediately cease all services hereunder except such as may be specifically approved in writing by City. Consultant shall be entitled to compensation for all services rendered prior to receipt of City's notice of termination and for any services authorized in writing by

City thereafter. If termination is due to the failure of Consultant to fulfill its obligations under this Agreement, City may take over the work and prosecute the same to completion by contract or otherwise, and Consultant shall be liable to the extent that the total cost for completion of the services required hereunder, including costs incurred by City in retaining a replacement consultant and similar expenses, exceeds the Budget.

3.11 Right to Stop Work; Termination by Consultant. Consultant shall have the right to stop work and terminate only if City fails to timely make a payment required under the terms of the Budget. Consultant shall provide City thirty (30) day prior written notice of such claimed payment owed and City shall have an opportunity to remedy any such claimed breach during such time with no legal consequence to City. Consultant shall immediately cease all services hereunder following the thirty (30) day notice, except such services as may be specifically approved in writing by City. Consultant shall be entitled to compensation for all services rendered prior to termination and for any services authorized in writing by City thereafter. If Consultant terminates this Agreement because of an error, omission, or a fault of Consultant, or Consultant's willful misconduct, the terms of Section 3.10 relating to City's right to take over and finish the work and Consultant's liability shall apply.

3.12 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting party with respect to any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent act. A waiver by either party of any default must be in writing.

3.13 Legal Actions. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted and maintained in the Superior Courts of the State of California in the County of Orange, or in any other appropriate court with jurisdiction in such County, and Consultant agrees to submit to the personal jurisdiction of such court.

3.14 Rights and Remedies are Cumulative. Except as may be expressly set forth in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies or other rights or remedies as may be permitted by law or in equity shall not preclude the exercise by such party, at the same or different times, of any other rights or remedies to which such party may be entitled.

3.15 Attorneys' Fees. In any action between the parties hereto seeking enforcement of any of the terms or provisions of this Agreement or in connection with the performance of the work hereunder, the party prevailing in the final judgment in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to have and recover from the other party its reasonable costs and expenses, including, but not limited to, reasonable attorney's fees, expert witness fees, and courts costs. If either party to this Agreement is required to initiate or defend litigation with a third party because of the violation of any term or provision of this Agreement by the other party, then the party so litigating shall be entitled to its reasonable attorney's fees and costs from the other party to this Agreement.

3.16 Force Majeure. The time period specified in this Agreement for performance of services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of City or Consultant, including, but not restricted to, acts of nature or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if the delaying party shall within ten (10) days of the commencement of such delay notify the other party in writing of the causes of the delay. If Consultant is the delaying party, City shall ascertain the facts and the extent of delay, and extend the time for performing the services

for the period of the enforced delay when and if in the judgment of City such delay is justified. City's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against City for any delay in the performance of this Agreement, however caused. Consultant's sole remedy shall be extension of this Agreement pursuant to this Section 3.14.

3.17 Non-liability of City Officers and Employees. No officer, official, employee, agent, representative, or volunteer of City shall be personally liable to Consultant, or any successor in interest, in the event of any default or breach by City, or for any amount which may become due to Consultant or its successor, or for breach of any obligation of the terms of this Agreement.

3.18 Conflicts of Interest.

- A.** No officer, official, employee, agent, representative or volunteer of City shall have any financial interest, direct or indirect, in this Agreement, or participate in any decision relating to this Agreement that affects his or her financial interest or the financial interest of any corporation, partnership, association or other entity in which he or she is interested, in violation of any federal, state or city statute, ordinance or regulation. Consultant shall not employ, contract for, or receive consulting services from any such person, whether for compensation or not, while this Agreement is in effect.
- B.** Consultant represents, warrants and covenants that he, she or it presently has no interest, direct or indirect, which would interfere with or impair in any manner or degree the performance of Consultant's obligations and responsibilities under this Agreement. Consultant further agrees that while this Agreement is in effect, Consultant shall not acquire or otherwise obtain any interest, direct or indirect, that would interfere with or impair in any manner or degree the performance of Consultant's obligations and responsibilities under this Agreement.
- C.** Consultant acknowledges that pursuant to the provisions of the Political Reform Act (Government Code section 87100 et seq.), City may determine Consultant to be a "Consultant" as that term is defined by the Act. In the event City makes such a determination, Consultant agrees to complete and file a "Statement of Economic Interest" with the City Clerk to disclose such financial interests as required by City. In such event, Consultant further agrees to require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" to disclose such other person's financial interests as required by City.

3.19 Consultant Ethics. Consultant represents and warrants that it has not provided or promised to provide any gift or other consideration, directly or indirectly, to any officer, employee, or agent of City to obtain City's approval of this Agreement. Consultant shall not, at any time, have any financial interest in this Agreement or the project that is the subject of this Agreement other than the compensation to be paid to Consultant as set forth in this Agreement. In the event the work and/or services to be performed hereunder relate to a project and/or application under consideration by or on file with the City, (i) Consultant shall not possess or maintain any business relationship with the applicant or any other person or entity which Consultant knows to have a personal stake in said project and/or application, (ii) other than performing its work and/or services to City in accordance with this Agreement Consultant shall not advocate either for or against said project and/or application, and (iii) Consultant shall immediately notify City in the event Consultant determines that Consultant has or acquires any such business relationship with the applicant or other person or entity which has a personal stake

in said project and/or application. The provisions in this Section shall be applicable to all of Consultant's officers, directors, employees, and agents, and shall survive the termination of this Agreement.

3.20 Compliance with California Unemployment Insurance Code Section 1088.8.

If Consultant is a Sole Proprietor, then prior to signing the Agreement, Consultant shall provide to the City a completed and signed Form W-9, Request for Taxpayer Identification Number and Certification. Consultant understands that pursuant to California Unemployment Insurance Code Section 1088.8, the City will report the information from Form W-9 to the State of California Employment Development Department, and that the information may be used for the purposes of establishing, modifying, or enforcing child support obligations, including collections, or reported to the Franchise Tax Board for tax enforcement purposes.

3.21 CalPERS Annuitants. If Consultant is a California Public Employees' Retirement System ("CalPERS") annuitant, Consultant must provide the City with written notification of such fact a minimum of 14 calendar days prior to commencement of services under this Agreement. Failure to provide such notification may result in termination of the Agreement, and any penalties or other costs relating thereto shall be borne by Consultant. If this Agreement remains in place, Consultant shall execute any amendment(s) to this Agreement requested by the City in order to comply with all laws and regulations applicable to CalPERS annuitants.

3.22 Levine Act. California Government Code section 84308, commonly referred to as the Levine Act, precludes an Irvine City Councilmember from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the Councilmember, or received by the officer on behalf of any other Councilmember, or on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires a Councilmember that has received such a contribution to disclose the contribution on the record of the proceeding. Review California Government Code section 84308 for more information.

SECTION FOUR: MISCELLANEOUS PROVISIONS

4.1 Records and Reports. The City Manager of the City of Irvine or his/her designee reserves the right to perform such audits, performance reviews, and other evaluations (collectively 'audit') that relate to or concern this Agreement at any time. Consultant agrees to participate and cooperate in up to five (5) hours of meetings and interviews (at no additional cost to City), if the same are requested by the City in connection with such an audit. Further, provided that the City pays Consultant's commercially reasonable hourly rate for services, Consultant agrees to participate and cooperate in such additional meetings and interviews (in excess of five (5) hours), if the same are requested by the City in connection with such an audit. Upon request by City, Consultant shall prepare and submit to City any reports concerning Consultant's performance of the services rendered under this Agreement. City shall have access, with 72 hours advance written notice delivered to Consultant, to the books and records of Consultant related to Consultant's performance of this Agreement in the event any audit is required. All drawings, documents, and other materials prepared by Consultant in the performance of this Agreement (i) shall be the property of City and shall be delivered at no cost to City upon request of City or upon the termination of this Agreement, and (ii) shall not be made available to any individual or entity without prior written approval of City. The obligations of this Section 4.1 shall survive the expiration (or earlier termination) of this Agreement for a period of three (3) years. During said three (3) year period, Consultant shall keep and maintain all records and reports related to this Agreement, and City shall have access to such records in the event any audit is required.

4.2 Notices. Unless otherwise provided herein, all notices required to be delivered under this Agreement or under applicable law shall be personally delivered, or delivered by United States mail, prepaid, certified, return receipt requested, or by reputable document delivery service that provides a receipt showing date and time of delivery. Notices personally delivered or delivered by a document delivery service shall be effective upon receipt. Notices delivered by mail shall be effective at 5:00 p.m. on the second calendar day following dispatch. Notices to the City shall be delivered to the following address, to the attention of the City Representative set forth in Paragraph D.1 of the Fundamental Terms of this Agreement:

To City: City of Irvine
One Civic Center Plaza (92606) (Hand Deliveries)
P. O. Box 19575
Irvine, CA 92623-9575

Notices to Consultant shall be delivered to the address set forth below Consultant's signature on Part I of this Agreement, to the attention of Consultant's Representative set forth in Paragraph D.2 of the Fundamental Terms of this Agreement. Changes in the address to be used for receipt of notices shall be effected in accordance with this Section 4.2.

4.3 Construction and Amendment. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The headings of sections and paragraphs of this Agreement are for convenience or reference only, and shall not be construed to limit or extend the meaning of the terms, covenants and conditions of this Agreement. This Agreement may only be amended by the mutual consent of the parties by an instrument in writing.

4.4 Severability. Each provision of this Agreement shall be severable from the whole. If any provision of this Agreement shall be found contrary to law, the remainder of this Agreement shall continue in full force.

4.5 Authority. The person(s) executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

4.6 Special Provisions. Any additional or supplementary provisions or modifications or alterations of these General Provisions shall be set forth in Part III of this Agreement ("Special Provisions").

4.7 Precedence. In the event of any discrepancy between Part I ("Fundamental Terms"), Part II ("General Provisions"), Part III ("Special Provisions"), Part IV ("Scope of Services"), and/or Part V ("Budget") of this Agreement, the order of precedence shall be as follows:

Part III

Part II

Part IV

Part V

Part I

PART III

SPECIAL PROVISIONS

1. **Business License Requirement.** Consultants who provide services for the City of Irvine within the city limits of Irvine shall obtain, within five (5) days of issuance of a purchase order for services to be performed hereunder and prior to commencing any work herein, a City of Irvine business license and shall maintain a current business license throughout the term of this Agreement.
2. **Consultant Office Location.** Consultant must have a full-time service office in Southern California, preferably in Orange County, during the entire duration of this Agreement, including a physical address and applicable business license(s), where key staff such as project managers are located to ensure availability for meetings at City facilities as requested within a reasonable timeframe during normal business hours.
3. **Use of Subconsultants.** Consultant must perform the majority of the primary work set forth in the scope of services for the specialty area(s) for which the Consultant has been approved as set forth herein with its own workforce (versus using subconsultants). The City may allow the use of subconsultants provided they are delineated at the time of proposal submittal, or at the time of project award if expressly included in the project proposal. Contactor shall disclose in the project proposal any and all proposed subconsultant(s), including details regarding which tasks they would perform.
4. **Insurance Requirements.** PART II, GENERAL PROVISIONS, Section 2.1.1 - A. Comprehensive General Liability, and B. Automobile Liability Insurance shall be endorsed to: is replaced with the following:
 - (1) Name the City of Irvine and the Great Park Corporation and their Officers, employees, agents, volunteers and representatives (collectively hereinafter "City and City Personnel") as additional insured for claims arising out of Contractor's performance of this Agreement.
 - (2) Provide that the insurance is primary and non-contributing with any other valid and collectible insurance or self-insurance available to City.
5. **PART II, GENERAL PROVISIONS, Section 2.1.1, Section D. Professional Liability Insurance, is modified for Design Professionals only.**

D. Professional Liability Insurance with minimum limits of \$1,000,000 each claim. Covered professional services shall include all work performed under this Agreement and delete any exclusion that may potentially affect the work to be performed. **Business Entities performing those professional services as set forth in California Civil Code 2782.8, as excerpted below, shall retain their Professional Liability Insurance in full force and effect for a minimum period of three (3) years after completion of any project performed hereunder.**
6. **PART II, GENERAL PROVISIONS, Section 2.2 is modified as follows:**

The following modified Indemnification section 2.2 applies **only to Design Professional as set forth in California Civil Code 2782.8, excerpted below.**

"Design Professionals" include all of the following:

(A) An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code, and a business entity offering architectural services in accordance with that chapter.

(B) An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code, and a business entity offering landscape architectural services in accordance with that chapter.

(C) An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, and a business entity offering professional engineering services in accordance with that chapter.

(D) An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.

2.2 Indemnification. Consultant shall, to the fullest extent permitted by law (including without limitation California Civil Code Sections 2782 et seq.), defend (with legal counsel reasonably acceptable to the City), indemnify and hold free and harmless the City and City Personnel (collectively, the "Indemnitees") from and against any and all claims, losses, costs, damages, injuries (including without limitation injury to or death of Consultant or Consultant's officers, agents, employees, representatives)(collectively, the "Consultant Entities"), expenses and liabilities of every kind, nature and description (including without limitation incidental damages, court costs, attorney's fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, the negligence, recklessness or willful misconduct of Consultant, any of the Consultant Entities, anyone directly or indirectly employed by any of them, or anyone that they control (collectively, "claims or liabilities").

2.2.1 Such obligation to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such claims or liabilities are caused in part by the negligence, active negligence or willful misconduct of such Indemnitee.

2.2.2 In the event City and/or any City Personnel is made a party to any action or proceeding filed or prosecuted for any such claims or liabilities, Consultant shall pay to City any and all costs and expenses incurred by City or City Personnel in such action or proceeding, together with reasonable attorney's fees and expert witness fees.

2.2.3 Consultant shall promptly pay any judgment rendered against City or any City Personnel for any such claims or liabilities.

7. Disadvantaged Business Enterprise (DBE) Program. In accordance with the City of Irvine's federal financial assistance agreements with the U.S. Department of Transportation and Caltrans, the City of Irvine must comply with Title 49 CFR Part 26, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. Further DBE requirements and forms shall be provided to Consultant on a per project basis for applicable projects. Should a subsequent let project include a DBE goal the proposer would be required to be responsive to the goal and all DBE submittal requirements.

It is the policy of the City of Irvine to ensure that minority, women, and other disadvantaged and small businesses can fairly compete for and perform on all the City of Irvine's contracts and subcontracts.

8. **Non-Discrimination.** In compliance with state and federal anti-discrimination laws, Consultant affirms that it shall not exclude or discriminate on the basis of race, color, national origin, or sex in consideration of contract award opportunities. Further, Consultant affirms that it will consider, and utilize subconsultants, bidders, and vendors in a manner consistent with non-discrimination objectives.
9. PART II, GENERAL PROVISIONS, Section 2.1, Insurance, the last sentence is replaced in its entirety with the following:

In the event that Consultant subcontracts any portion of the work in compliance with Section 1.8 of this Agreement, the contract between the Consultant and such subconsultant shall require the subconsultant to maintain the same policies of insurance that the consultant is required to maintain pursuant to this Section 2.1 to the extent set forth herein and to the extent applicable to the individual subconsultant's scope of work and trade.

PART IV

SCOPE OF SERVICES

The Scope of Services shall be established on a per-project basis and as set forth below which is in accordance with the Scope of Services set forth in RFP 24-3394 for the specialty area(s) for which Consultant has been awarded. Upon request by City, Consultant shall provide a detailed project proposal including pricing consistent with, or less than, those hourly rates set forth herein; such proposal shall become an exhibit to a City issued Purchase Order. Consultant shall not commence work until a Purchase Order is issued by the City authorizing such work.

PM2. INSPECTION SERVICES

The scope of work includes inspection services for streets, bridges, bike trails, drainage improvements, parks, buildings, open space amenities, landscaping, traffic signals, playground equipment, shade structures and sports fields.

Consultant shall provide all related services including but not limited to the following:

- Provide continuous construction inspection services, ensure compliance with contract documents, with local, state, and federal laws, ordinances, rules, regulations, and with regulatory/resource agency permits
- Monitor and document materials testing and construction staking and survey quality assurance
- Provide deputy inspection as needed
- Prepare daily inspection reports and document construction progress using videotaping and digital photography
- Monitor and document construction progress, prepare weekly statements of working days (WSWD), and monthly Project critical path method (CPM) schedule updates
- Monitor and document weather conditions and ensure best management practices (BMPs) are in place in accordance with the approved SWPPP; ensure compliance with National Pollutant Discharge Elimination System (NPDES) permit
- Monitor and document daily construction progress; measure, calculate, and track construction bid item quantities for monthly progress pay estimates
- Ensure construction activities are performed in specified Project right-of-way
- Oversee inspection and quality assurance of construction activities to ensure they conform to the plans and specifications
- Oversee quality control/quality assurance testing and inspection programs
- Assure the materials provided and the work performed accords with the contract documents by obtaining required material certifications before incorporating materials into the work
- Maintain awareness of safety and health requirements, and of applicable regulations and contract provisions for the protection of the public and Project personnel
- Review contractor's safety program; document and notify the City project manager and the contractor's safety officer of any observed deficiencies
- Recommend appropriate remediation measures and ensure the contractor corrects unsafe conditions immediately
- Review and process detailed red line As-Built construction drawings to ensure they show all changes or additions to the original contract documents and submit all final documents to the City project manager for acceptance within thirty days of the final inspection

Consultant shall be expected to perform work on the specified project for the entire duration of the project. No staff substitution is allowed. Consultant is expected to monitor his/her approved budget and notify the City of additional work outside the contracted scope of work prior to performing such additional work.

Consultant staff shall ensure all work conforms with applicable City, State and Federal laws, latest versions of City Design Manuals, City Standard Plans, Caltrans manuals and policies, Caltrans Standard Plans and Specifications, APWA Standard Specifications for Public Works Construction "Greenbook," Manual of Uniform Traffic Control Devices and California Building Codes, all as revised and amended.

Where applicable, prevailing wages must be paid and documented for all field personnel in accordance with the California Labor code. For covered craft services in support of construction projects under the City's Community Workforce Agreement (CWA), the consultant is required to accept and be bound to the terms and conditions of the CWA, as evidenced by the execution of the Letter of Assent provided by the City, prior to the commencement of any work. Covered craft includes surveyors, building/construction inspectors, and field soils and materials testers.

T3. TRAFFIC ENGINEERING

The scope of work includes traffic design engineering services for streets, bike trails, and intersections. Consultants shall provide all related services including, but not limited to the following:

Preparation of construction documents such as plans, specifications, and estimates as it relates to:

- Traffic Signal Design and Traffic Signal Modification Design
- Signing and Striping Design
- Roundabout Design
- Safe Routes to School Design
- Traffic control and stage construction Design
- Street Light Design
- Intersection Enhancement Designs for Pedestrians and Bicyclists
- Design of Roadway Speed Feedback Signs
- Design of Rectangular Rapid Flashing Beacons at Crosswalks
- Provide staff support as needed for:
 - Municipal Code updates related to Traffic
 - Assistance with conducting and preparing reports/memorandums for analysis of intersections
 - Assistance with peer plan and screen check review including, but not limited to, preliminary, development, construction, and future revisions
- Technical Specifications
- Engineer's Cost Estimate
- Quantity take-offs

Consultant shall be able to prepare and provide Traffic Engineering studies including but not limited to:

- Traffic Signal Warrants
- Stop Warrants
- Left Turn Phasing Warrants
- Engineering & Traffic Speed Surveys

- Truck Route Restrictions
- Street Light photometric
- Parking
- Parking Analysis/Curbside Utilization
- Neighborhood Traffic Management
- Ball bank analysis
- Intersection and Roadway line of sight
 - Preparation of Traffic Count data for studies

Consultant shall be expected to deliver completed and approved design assignments on or ahead of approved schedules. All designs shall be prepared and submitted in a manner that ensures a complete design approved by the City Engineer with no more than three plan check submittals. Consultant must be proactive and knowledgeable of all regulations required for project acceptance. Consultant shall be an advisor, advocate, and produce a product with the best interest intended for the City within the required schedule and project budget.

All work shall be done in conformance with applicable City, State and Federal laws, latest versions of City Design Manuals, City Standard Plans, Caltrans manuals and policies, Caltrans Standard Plans and Specifications, APWA Standard Specifications for Public Works Construction "Greenbook," California Manual of Uniform Traffic Control Devices and California Building Codes, all as revised and amended. All contract documents shall be prepared under the responsible direction and supervision of appropriate state licensed/registered professionals.

Prepare all exhibits and plans in AutoCAD (or equivalent) format consistent with the City's Street Design Manual. City projects requiring Caltrans approval will require consultant to conform to Caltrans policies and mapping standards unless directed otherwise.

PART V

BUDGET

Pricing shall be as set forth below and in accordance with ATTACHMENT I.

Pricing for each project performed hereunder shall be determined by no greater than the hourly rates set forth in "Price Proposal" (approved hourly rates from proposal), ATTACHMENT I, attached hereto, and shall remain firm for the entire three (3) year term of the Agreement. Thereafter, any proposed pricing adjustment for follow-on renewal periods shall be submitted to the City Representative in writing at least ninety (90) days prior to the new Agreement term. The City reserves the right to negotiate any proposed pricing adjustment.

The City will not reimburse for travel-related expenses.

Included in the total compensation are all ordinary and overhead expenses incurred by Consultant and its agents and employees, including meetings with City representatives, and incidental costs incurred in performing under this Agreement. The total compensation for the Scope of Services for each project shall be provided via City-issued purchase order, and shall include all amounts payable to Consultant for its overhead, payroll, profit, and all costs of whatever nature, including without limitation all costs for subconsultants, materials, equipment, supplies, and costs arising from or due to termination of this Agreement.

No work shall be performed in connection with this Agreement until the receipt of a signed City of Irvine Purchase Order; and no work shall be performed with a value in excess of the Purchase Order amount as the City has not authorized nor is it obligated to pay Consultant any such excess amount.

In the event Consultant anticipates the potential need to perform services beyond those set forth herein where additional funding may be needed, Consultant shall notify City in writing allowing sufficient time for City to consider further action.

Payment for services will be made monthly on invoices deemed satisfactory to the City, with payment terms of net 30 days upon receipt of invoice. Consultant shall submit invoices within fifteen (15) days from the end of each month in which services have been provided. Consultant shall provide invoices with sufficient detail to ensure compliance with pricing as set forth in this Agreement. The information required may include: date(s) of work, hours of work, hourly rate(s), and material costs.

The Purchase Order number must be included on all invoices, along with the City Representative's name. Failure to include this information on the invoice shall result in the return of the unpaid invoice.

Consultants should submit invoices electronically to: **isubmittal@cityofirvine.org**

Payment by City under this Agreement shall not be deemed as a waiver of the City's right to claim at a later point that such payment was not due under the terms of this Agreement.

PRICE PROPOSAL
(effective January 1, 2024)

PM2: Inspection Services (On-site and Off-site Pricing)	
Principal-in-Charge	\$365
Project Manager	\$198
Construction Manager	\$198
Resident Engineer	\$198
Schedule / Controller	\$173
Utilities Coordinator	\$158
Senior PW Observer / Inspector	\$148
Senior PW Observer / Inspector (prevailing wages)	\$199
PW Observer / Inspector	\$135
PW Observer / Inspector (prevailing wage)	\$179

Additional billing classifications may be added to the above list throughout the year as new positions are created. The above schedule is for straight time. Overtime will be charged at 1.5 times. Sundays and Holidays are charged at 2.0 times the standard time. Deposition and court appearances will be charged at 1.5 times the listed billing rates.

Southwest Inspection & Testing - Rate Sheet

STATEMENT OF QUALIFICATIONS
City of Irvine Material Testing and Inspection Services
Infrastructure Engineers

Professional Services	(Hourly Rate)
Laboratory Manager	\$ 105.00
Project Manager	\$ 105.00
Project Engineer	\$ 150.00
Registered Civil Engineer.....	\$ 150.00
Registered Geotechnical Engineer	\$ 150.00
Registered Engineering Geologist.....	\$ 150.00
Admin. Staff	\$ 55.00

Field Inspection	(Hourly Rate)
Soil/Asphalt Compaction Testing.....	\$ 65.00
Grading Observation and Testing.....	\$ 65.00
Concrete Placement Inspections	\$ 55.00
P.T. Strand Tendon and Rebar Inspections.....	\$ 55.00
Shear wall Nailing Inspections	\$ 55.00
Shotcrete Placement Inspections.....	\$ 55.00
Masonry Inspections	\$ 55.00
Structural Steel Erection, Welding, High Strength Bolting and Torque Testing.....	\$ 55.00
Drilled in Anchors, Epoxy, Ceiling Wires, etc.	\$ 55.00
Concrete/Soldier Pile Placement Inspections.....	\$ 55.00
Asphalt Inspections	\$ 65.00
Fireproofing Inspections	\$ 55.00
Shop Inspections.	\$ 55.00
NDT (Non-Destructive Testing) Technician.....	\$ 75.00

*****FOR PREVAILING WAGE: FIELD INSPECTION HOURLY RATES ARE \$105.00*****

- Our rate for field technicians, special inspectors are based on the current PW (Prevailing Wage) rate mandated by the state's Dept. of Labor. ~~As these rates are increased by the state, we will revise our rates accordingly. We will inform the customer prior to any revision of our inspector's rates.~~

Minimum Charges (Inspection and Technician Personnel Only)

- 2-Hour Minimum: Inspector arrives at jobsite, no work to perform.
- 4-Hour Minimum: 1 to 4 hours of inspection completed.
- 8-Hour Minimum: Over 4 hours of inspection or any inspection.

Regular Time

The first 8 hours worked Monday through Friday.

Time and One-Half (All Types of Inspection)

Any increment past 8 hours through 12 hours worked Monday through Friday and the first 12 hours on Saturday.

Double Time (All Types of Inspection)

After the first 12 hours worked Monday through Saturday, all day Sunday, holidays.
Holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.



Southwest Inspection & Testing - Rate Sheet (cont.)

STATEMENT OF QUALIFICATIONS City of Irvine Material Testing and Inspection Services Infrastructure Engineers

Laboratory Tests (Price per Test)

Asphalt Concrete Tests

3/5 Point LTMD: Paraffin Coated (CA 375, 308, and ASTM D1188)	\$ 260.00
Abrasion Resistance/Los Angeles Rattler (CTM 211 only)	\$ 185.00
Bulk Specific Gravity of Compacted Sample or Core: (CTM 308 and ASTM D2726)	\$ 55.00
Bulk Specific Gravity of Compacted Sample or Core: Paraffin Coated (CTM 308 and ASTM D1188)	\$ 65.00
Maximum Lab Density: Marshall (ASTM D1559 and D561)	\$ 120.00
Maximum Lab Density: Marshall 6" Specimen (ASTM D5581)	\$ 120.00
Extraction: % Bitumen (ASTM D6307, CTM 382)	\$ 140.00
Extraction: % Bitumen and Gradation (CTM 382, ASTM D6507, ASTM D5444, and, CTM 202)	\$ 180.00
Fine Aggregate Angularity (AASHTO T304)	\$ 180.00
Flat or Elongated Particles (ASTM D4791)	\$ 180.00
Gyratory Compacted Superpave Mix Design (Excluding Aggregate Quality Tests)	\$ 3100.00
HVEEM Mix Design (Excluding Aggregate Quality Tests)	\$ 2300.00
Index of Ret. Strength with Mix Proportion (AASHTO T282 and ASTM D4867)	\$ 800.00
Index of Retained Strength, 24-Hour Immersion (AASHTO T282 and ASTM D4867)	\$ 180.00
Light Weight Particles in Aggregates (ASTM C123)	Quotation
Maximum Density of Hot Mix Asphalt by the Superpave Gyratory Compactor (ASTM D6925)	\$ 280.00
Moisture Content (CTM 370)	\$ 80.00
Open Grade Asphalt Concrete Mix Design (CTM 368)	\$ 1100.00
Percent Swell (CTM 305)	\$ 130.00
Resistance of Compacted Bituminous Mixtures to Moisture Induced Damage (Untreated) CT 371	\$ 1750.00
Sieve Analysis Per Aggregate Size (CTM 202, ASTM D5444 and ASTM C136)	\$ 80.00
Sieve Analysis with Wash (CTM 202 and ASTM D5444)	\$ 160.00
Specific Gravity and Absorption: Coarse/Fine (ASTM C127, CTM 206)	\$ 100.00

Soils and Aggregate Tests

Maximum Density: Methods A/B/C (ASTM D1557, CTM 216)	\$ 250.00
Expansion Index (ASTM D4829, UBC 18-2)	\$ 130.00
Atterberg Limits/Plasticity Index (ASTM D4318, CTM204)	\$ 125.00
Collapse Potential/Index (ASTM D5333)	\$ 170.00
Consolidation Test: Full Cycle (ASTM 2435, CTM 219)	\$ 300.00
Consolidation Test: Time Rate per Load Increment (ASTM D2435, CTM 219)	\$ 50.00
Corrosivity Series: Sulfate, Chloride, pH, Resistivity (CTM 643, 417, and 422)	\$ 250.00
Crushed/Fractured Particles (ASTM D5821, CTM 205)	\$ 160.00
Direct Shear Test: Remolded/Undisturbed - Fast/Slow/Residual (ASTM D3080)	\$ 250.00
Durability Index: Per Method - A, B, C, or D (CTM 229)	\$ 210.00
Permeability test of aggregates (ASTM D2434)	\$ 275.00
Flat Particle and Elongated Particle (ASTM D4791)	\$ 45.00
Moisture and Density: Ring Sample (ASTM D2937)	\$ 25.00
Organic Impurities (ASTM C40)	\$ 80.00
Potential Reactivity: Chemical Method (ASTM C289)	\$ 485.00
Potential Reactivity: Mortar Bar Expansion Method, 14-Day Exposure (ASTM C1260)	\$ 700.00
R-Value: Soil/Aggregate Base (ASTM D2844, CTM 301)	\$ 350.00
Sand Equivalent (ASTM D2419, CTM 217)	\$ 130.00
Sieve Analysis Including Wash (ASTM C136, CTM 202)	\$ 135.00
Soundness: Sodium or Magnesium Sulfate, 5 Cycles (ASTM C88)	\$ 292.00
Specific Gravity and Absorption: Coarse (ASTM C127, CTM 206)	\$ 100.00
Swell/Settlement Potential: One Dimensional (ASTM D4546)	\$ 105.00

Concrete Tests (Field Made Specimens)

6" x 12" or 4" x 8" Cylinder: Compression Strength (ASTM C39)	\$ 22.00
6" x 6" x 18" Flexural Beams Not Exceeding Referenced Size (ASTM C78, C293 or CTM 523)	\$ 30.00
Drying Shrinkage Up to 28 Days: Three 3" x 3" or 4" x 4" Bars (ASTM C157)	\$ 300.00



Southwest Inspection & Testing - Rate Sheet (cont.)

STATEMENT OF QUALIFICATIONS City of Irvine Material Testing and Inspection Services Infrastructure Engineers

Brick Masonry Tests

Absorption (Boil): 1, 2 or 5 Hours (5 Required)	\$ 25.00
Absorption: 5 Hour or 24 Hour (5 Required)	\$ 30.00
Compression Strength (3 Required Per ASTM)	\$ 25.00
Cores: Compression	\$ 25.00
Efflorescence (5 Required).....	\$ 50.00
Modulus of Rupture: Flexural (5 Required Per ASTM)	\$ 25.00
Shear Test on Brick Cores: 2 Faces	Quotation

Masonry Prisms, UBC STD 21-17

Compression Test: Composite Masonry Prisms Up To 8" x 16"	\$ 115.00
Compression Test: Composite Masonry Prisms Larger Than 8" x 16"	Quotation

Mortar and Grout

Compression: 2" Cubes (ASTM C109).....	\$ 22.00
Compression: 2" x 4" Mortar Cylinders (UBC STD 21-16)	\$ 22.00
Compression: 3" x 3" x 6" Grout samples, Includes Trimming (UBC STD 21-18)	\$ 22.00
Compression: Cores (ASTM C42)	\$ 22.00
Mortar Expansion (ASTM C806)	Quotation

Masonry Specimen Preparation

Cutting of Cubes or Prisms.....	\$ 35.00
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Fireproofing Tests

Adhesion and Cohesion Test (Field).....	\$ 85.00
Oven Dry Density (Per Sample).....	\$ 35.00

Guniting and Shotcrete Tests

Compression: 6" x 12" Cylinders	\$ 22.00
Compression: Cubes.....	\$ 22.00
Core Compression Including Trimming (ASTM C42)	\$ 37.50
Test Panel (3 Samples, Includes Pick up, Laboratory Coring and Preparation, Compression and Report Distribution)	\$ 142.00

Reinforcing Steel, ASTM A615

Bend Test: # 11 or Smaller.....	\$ 40.00
Sampling and Tagging (Fabricator)	\$ 45.00
Tensile Test: # 11 or Smaller.....	\$ 50.00
Tensile Test: # 14.....	\$ 90.00
Tensile Test: # 18.....	\$ 95.00

Special Testing/Engineering Service (prices are per hour unless noted otherwise)

Floor Flatness (per pour)	\$ 120.00
Rebar Locator (R-Meter/Pachometer)	\$ 85.00
Coring (One Man Crew, 4-hr minimum; add \$85.00 per extra person)	\$ 95.00
Pull Testing on Embedded Bolts, Anchors and Dowels (add 85.00 for extra person).....	\$ 95.00
Lumber Moisture Testing	\$ 85.00
Pyranometer (4-hr minimum)	\$ 85.00
Manometer	\$ 95.00
Ground Penetrating Radar (4-hr minimum).....	\$ 780.00



PRICE PROPOSAL
(effective January 1, 2024)

T3: Traffic Engineering	
Principal-in-Charge	\$365
Senior Project Manager	\$190
Project Manager	\$180
Assistant Project Manager	\$160
Principal Engineer	\$180
Senior Engineer	\$170
Senior Plan Check Engineer	\$175
Plan Check Engineer	\$165
Engineer III	\$160
Engineer II	\$155
Engineer I	\$140
GIS Analyst	\$150
CAD Manager	\$155
CAD Designer	\$110
CAD Technician	\$100
Engineering Technician	\$105
Principal Traffic Engineer	\$185
Senior Traffic Engineer	\$180
Traffic Engineer	\$155

Additional billing classifications may be added to the above list throughout the year as new positions are created. The above schedule is for straight time. Overtime will be charged at 1.5 times. Sundays and Holidays are charged at 2.0 times the standard time. Deposition and court appearances will be charged at 1.5 times the listed billing rates.

City Traffic Counters - Rate Sheet



FEE SCHEDULE
For City of Irvine

<u>Type of Counts</u>	<u>Unit Cost</u>
• 24 HOUR (1) DIRECTION APPROACH ADT COUNT	\$105.00
• 24 HOUR BI-DIRECTIONAL ADT COUNT	\$125.00
• 24 HOUR BI-DIRECTIONAL CLASSIFICATION COUNT	\$225.00
• 24 HOUR BI-DIRECTIONAL SPEED PROFILE SAMPLING	\$225.00
• MANUAL TURNING MOVEMENT COUNT	\$65.00/HR
• MANUAL TURNING MOVEMENT COUNT	\$105.00/HR
WITH CLASSIFICATION	
• BIKES/PEDESTRIAN CROSSWALK COUNT	\$65.00/HR
• PARKING OCCUPANCY COUNT	\$65.00/HR
• RADAR SPOT SPEED STUDY PER DIRECTION	
1 HOUR OR 100 SAMPLES	\$120.00

ALL COSTS INCLUDE A FULL COMPUTER BREAKDOWN OF COUNT DATA ALONG WITH PRINTOUT IN FORMAT AS REQUESTED. COST MAY VARY FOR CITY ENGINEERING AND TRAFFIC SURVEY PROJECTS AND IS DETERMINED BY NUMBER OF SEGMENTS AND LOCATION.

City Traffic Counters - Rate Sheet (cont.)

CATEGORIES OF STAFF:

PROJECT MANAGER\$35/HOUR

TRAFFIC SURVEYORS\$35/HOUR

**FIELD TECHNICIAN/
INSTALLER\$30/HOUR**

Dennis Janda - Rate Sheet



DENNIS JANDA, INCORPORATED
MAPPING/SURVEYING SERVICES
GIS CONSULTING

42164 REMINGTON AVE.
TEMECULA, CA 92590
Ph: (951) 699-8874 Fax: (951) 699-8568
E-Mail: dennisj@pmcmap.com

On Call Contract

Irvine
Hourly Rate Schedule as of
January 2024 to Juner 2025

Surveying / Services Fees

TITLE	RATE
Principal Surveyor	\$ 175.00 HR
Assistant Surveyor	\$ 140.00 HR
One Man Survey Crew	\$ 190.00 HR
Two Man Survey Crew	\$ 270.00 HR

PUBLIC WORKS CONSTRUCTION RATE:

One Man Survey Crew Prevailing wage	\$ 255.00 HR **
Two Man Survey Crew Prevailing wage	\$ 465.00 HR **

Prevailing Construction Rates

~~**Prevailing wage is based on current determinations from the "Director of Industrial Relations" and may increase with the predetermined increase.~~

If there are any questions, please call me at (951) 699-8874 or by
Email: dennisj@pmcmap.com .



STATE OF CALIFORNIA
Office of the Secretary of State
STATEMENT OF INFORMATION
CORPORATION

California Secretary of State
1500 11th Street
Sacramento, California 95814
(916) 653-3516

For Office Use Only

-FILED-

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Date Filed: 3/7/2024

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Entity Details

Corporation Name Bowman Infrastructure Engineers Ltd.
Entity No. 5679874
Formed In CALIFORNIA

Street Address of Principal Office of Corporation

Principal Address 3060 SATURN STREET
SUITE 250
BREA, CA 92821

Mailing Address of Corporation

Mailing Address 3060 SATURN STREET
SUITE 250
BREA, CA 92821
Attention Kathryn Williams

Street Address of California Office of Corporation

Street Address of California Office 3060 SATURN STREET
SUITE 250
BREA, CA 92821

Officers

Officer Name	Officer Address	Position(s)
Gary Bowman	12355 SUNRISE VALLEY DRIVE SUITE 520 RESTON, VA 20191	Chief Executive Officer
Bruce Labovitz	12355 SUNRISE VALLEY DRIVE SUITE 520 RESTON, VA 20191	Chief Financial Officer
Robert Hickey	12355 SUNRISE VALLEY DRIVE SUITE 520 RESTON, VA 20191	Secretary

Additional Officers

Officer Name	Officer Address	Position	Stated Position
None Entered			

Directors

Director Name	Director Address
Gary Bowman	12355 SUNRISE VALLEY DRIVE SUITE 520 RESTON, VA 20191
Robert Hickey	12355 SUNRISE VALLEY DRIVE SUITE 520 RESTON, VA 20191
Michael Bruen	12355 SUNRISE VALLEY DRIVE SUITE 520 RESTON, VA 20191

The number of vacancies on Board of Directors is: 3	
Agent for Service of Process California Registered Corporate Agent (1505)	LEGALINC REGISTERED AGENTS, INC. Registered Corporate 1505 Agent
Type of Business Type of Business	banking business, trust company business
Email Notifications Opt-in Email Notifications	No, I do NOT want to receive entity notifications via email. I prefer notifications by USPS mail.
Labor Judgment No Officer or Director of this Corporation has an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal therefrom is pending, for the violation of any wage order or provision of the Labor Code.	
Electronic Signature <input checked="" type="checkbox"/> By signing, I affirm that the information herein is true and correct and that I am authorized by California law to sign. <div><div>Robert Hickey</div><div>Signature</div></div> <div><div>03/07/2024</div><div>Date</div></div>	

RESOLUTION GRANTING SIGNING AND AUTHORITY TO CONDUCT BUSINESS

WHEREAS, Bowman Consulting Group Ltd (the "Corporation") desires to grant signing and authority to certain persons as described hereunder;

RESOLVED, that the Board of Directors is hereby authorized and approved to grant signing and authority to conduct business to any one of the following persons:

- Sid Mousavi, Executive
- Farzad Dorrani, Principal – Southern California Operations
- Aidan Mousavi, Principal – Southern California Design
- Masoud Sepahi, Director, Civil Engineering

The foregoing signing and authority granted shall empower the above-named to execute any and all documents on behalf of said Corporation relating to assignments, proposals or contracts and to take such steps and do such other acts and things as in their judgment may be necessary, appropriate or desirable in connection with any proposal or contract entered into on behalf of the Corporation.

The undersigned certifies that he is the properly elected and qualified Secretary and the custodian of the books, records and seal of Bowman Consulting Group Ltd., a corporation duly formed pursuant to the laws of the state of Delaware, and that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors and that said meeting was held in accordance with state laws and the Bylaws of the above-named Corporation on November 17, 2023, and that said resolution is now in full force and effect without modification or rescission.

I, as authorized by the Corporation, hereby certify and attest that all the information above is true and correct.



Robert A. Hickey, Secretary

(Corporate Seal)

