

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (the "Agreement") is made and entered into this _____ day of _____, 2017, by and between THE CITY OF PACIFICA, a municipal corporation (hereinafter referred to as "CITY") and 4LEAF, a Corporation (hereinafter referred to as "CONSULTANT").

RECITALS

WHEREAS, CITY requires construction management and inspection services in connection with the Palmetto Streetscape Project;

WHEREAS, CONSULTANT is qualified to perform such services; and

WHEREAS, CONSULTANT has agreed to provide CITY with such services on the terms and conditions set forth herein.

NOW, THEREFORE, for the considerations hereinafter set forth, CONSULTANT and CITY agree as follows:

ARTICLE 1 - SCOPE OF SERVICES

- 1.1. **Scope of Work.** CONSULTANT agrees to furnish the services set forth in Exhibit A, Scope of Work, which is attached hereto and incorporated herein (the "Services").
- 1.2. **Compliance with Law.** The Services shall be performed in accordance with all applicable federal, state and local laws, ordinances, rules, regulations and orders.
- 1.3. **Time is of the Essence.** CONSULTANT agrees to diligently prosecute the Services. In the performance of this Agreement, time is of the essence.
- 1.4. **Professional Competence.** CONSULTANT represents that it has the professional skills necessary to perform the Services and that it will perform the Services in a skillful and professional manner. CONSULTANT represents that it has all the necessary licenses to perform the Services and shall maintain them throughout the term of this Agreement. CONSULTANT agrees that the Services shall be performed in a manner consistent with practices usual and customary to the construction management and engineering profession. CITY and CONSULTANT agree that CONSULTANT is in responsible charge of the Services. Acceptance by CITY of the Services does not operate as a release of CONSULTANT from professional responsibility for the Services performed.
- 1.5. **Independent Contractor.** CONSULTANT is an independent contractor and not an employee of CITY. CONSULTANT expressly warrants that it will not represent that it is an employee of CITY.
- 1.6. **Confidentiality.** CONSULTANT agrees to maintain in confidence and not disclose to any person, firm, governmental entity, or corporation, without CITY's prior written consent, any trade secret or confidential information, knowledge or data relating to the products, process, or operation of CITY. CONSULTANT further agrees to maintain in

confidence and not to disclose to any person, firm, governmental entity, or corporation any data, information, technology, or material developed or obtained by CONSULTANT during the performance of the Services. The covenants contained in this Section 1.6 shall survive the termination of this Agreement for whatever cause.

- 1.7. **Ownership of Material.** Any reports and other material prepared by or on behalf of CONSULTANT under this Agreement (collectively, the "Documents") shall be and remain the property of CITY. All Documents not already provided to CITY shall be delivered to CITY on the date of termination of this Agreement for any reason. The Documents may be used by CITY and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes CITY may deem appropriate without further employment of or payment of any compensation to CONSULTANT.
- 1.8. **Documentation.** CONSULTANT shall keep and maintain full and complete documentation and accounting records, employee time sheets, and correspondence pertaining to the performance of the Services, and CONSULTANT shall make such documents available for review and/or audit by CITY and CITY's representatives at all reasonable times for at least four years after the termination of this Agreement or completion of the Services.
- 1.9. **Testimony.** CONSULTANT agrees to testify at CITY's request if litigation is brought against CITY in connection with the Services. Unless the action is brought by CONSULTANT or is based upon CONSULTANT's negligence, CITY will compensate CONSULTANT for the preparation and the testimony at CONSULTANT's standard hourly rates.

ARTICLE 2 - COMPENSATION

- 2.1. **Compensation.** Compensation for the Services shall be in accordance with Exhibit B, Compensation, attached hereto and incorporated herein. It is agreed that the compensation for the Services shall not exceed \$288,000 ("Cost Ceiling").
- 2.2. **Invoices.** CONSULTANT shall submit monthly invoices in a form satisfactory to CITY on or before the tenth day of each month for Services provided during the preceding month. CONSULTANT shall submit time and cost records as necessary to substantiate performance of the Services. Within 35 days after receipt of each such invoice, CITY shall verify the accuracy of the invoice, correct the charges where appropriate and as discussed and mutually agreed with CONSULTANT, and make payment to CONSULTANT in an amount equal to the amount of such invoice, as verified or corrected by CITY. No payment hereunder shall be construed as evidence of acceptance of any of CONSULTANT's work. CITY reserves the right to withhold payment from CONSULTANT on account of Services not performed satisfactorily, delays in CONSULTANT's performance of Services, or other defaults hereunder. CONSULTANT shall not stop or delay performance of the Services under this Agreement on account of payment disputes with CITY.

- 2.3. **Status Reports.** Together with each monthly invoice, CONSULTANT shall submit a status report detailing the amount expended on the Services to that date and the remaining amount to be expended before the Cost Ceiling is reached. CONSULTANT shall notify CITY in writing when payments have reached 90 percent of the Cost Ceiling.
- 2.4. **Withholding.** In lieu of holding retention, CITY shall withhold CONSULTANT's final payment until the Services are complete and CITY has received all Documents. CONSULTANT shall diligently continue and complete performance of the Services if the Services are not complete at the time CONSULTANT has performed services up to the Cost Ceiling.

ARTICLE 3 - TIME OF PERFORMANCE

- 3.1. **Effective Date.** This Agreement shall become effective upon execution of the second signature and shall remain in full force and effect until the Services are completed (the "Term"). CONSULTANT agrees to complete all services by December 31, 2017.
- 3.2. **Termination.** This Agreement may be terminated at any time by CITY upon written notice to CONSULTANT.
- 3.3. **Final Payment.** CONSULTANT shall be entitled to compensation for Services performed up to the time of such termination, it being understood that any payments are full compensation for the Services rendered under this Agreement.
- 3.4. **Other Remedies.** Nothing in this Article 3 shall be deemed to limit the respective rights of the parties to terminate this Agreement for cause or otherwise to exercise any rights or pursue any remedies which may accrue to them.

ARTICLE 4 - DESIGNATED CONTACTS

- 4.1. **CITY Contact.** CITY designates Evan Albert, its Deputy Director, as its contact who shall be responsible for administering and interpreting the terms and conditions of this Agreement, for matters relating to CONSULTANT's performance under this Agreement, and for liaison and coordination between CITY and CONSULTANT. In the event CITY wishes to make a change in CITY's representative, CITY will notify CONSULTANT of the change in writing.
- 4.2. **CONSULTANT Contact.** CONSULTANT designates Gene Barry as its contact, who shall have immediate responsibility for the performance of the Services and for all matters relating to performance under this Agreement. Any change in CONSULTANT's designated contact shall be subject to written approval by CITY.

ARTICLE 5 - INDEMNIFICATION AND INSURANCE

- 5.1. **Indemnification.** CONSULTANT shall, to the fullest extent allowed by law, with respect to claims, liability, loss, damage, costs, or expenses, including reasonable attorney's and expert witness fees, awards, fines, penalties, or judgments, arising out of or relating to the Services (collectively "Claims"), defend, indemnify, and hold harmless

CITY, its Officials, officers, employees and agents (the "CITY Parties"), except to the extent the Claims are attributable to CITY Parties' gross negligence or willful misconduct. CONSULTANT shall defend the CITY Parties as required by California Civil Code Section 2778, and with counsel reasonably acceptable to those parties. CONSULTANT shall have no right to seek reimbursement from the CITY Parties for the costs of defense. The obligations contained in this Section 5.1 shall survive the termination of this Agreement for whatever cause for the full period of time allowed by law and shall not in any way be limited by the insurance requirements of this Agreement.

- 5.2. **Health and Safety.** CONSULTANT may perform part of the Services at sites which contain unknown working conditions and contaminated materials. CONSULTANT shall be solely responsible for the health and safety of CONSULTANT's employees during the performance of the Services.
- 5.3. **Insurance.** CONSULTANT and all of CONSULTANTS employees, subcontractors, consultants and other agency shall procure, provide and maintain at all times during the performance of this Agreement, and for such additional periods as described herein, the insurance listed below with insurers licensed to do business in the State of California and with a Best's rating of no less than A:VII.
- A. Comprehensive Automobile Liability Insurance. Comprehensive Automobile Liability Insurance providing bodily injury liability and property damage, to protect against all liability arising out of the use of any owned, leased, passenger or commercial automobile at a minimum amount of \$1,000,000 combined single limit and \$2,000,000 aggregate. Coverage shall apply to hired and non-owned autos.
 - B. Commercial General Liability Insurance. Commercial General Liability Insurance, with limits providing a minimum amount of \$1,000,000 combined single limit coverage for each occurrence, \$2,000,000 general aggregate and \$2,000,000 products/completed operations aggregate. The insurance shall cover all operations including but not limited to the following: (1) premises, operations and mobile equipment liability; (2) completed operations and products liability; (3) contractual liability insuring the obligations assumed by CONSULTANT in this Agreement; (4) broad form property damage liability; (5) personal injury liability endorsement, including death; and (6) automobile bodily injury and property damage insurance, including all owned, hired and non-owned equipment.
 - C. Professional Liability Insurance. Professional Liability Insurance protecting against liabilities arising out of or in connection with negligent acts, errors, or omissions of CONSULTANT and all of CONSULTANTS employees, subcontractors, consultants and other agency in connection with this Agreement, at a minimum amount of \$1,000,000 combined single limit coverage and \$1,000,000 aggregate, on a "claims made basis" with a continuation of coverage extension for liabilities for two years from the date the Services are substantially complete. Such professional liability policies shall include coverage for liability assumed by the CONSULTANT under this Agreement.

- D. Workers Compensation Insurance. Workers Compensation insurance, occupational disease insurance and employer's liability insurance shall be required with minimum limits as required by law, covering all workplaces involved in this Agreement.
- E. Policy Terms. Concurrently with execution of this Agreement, CONSULTANT shall provide CITY with Certificates of Insurance evidencing that CONSULTANT has obtained or maintains the insurance required by this Section 5.3. The Certificates shall be on forms acceptable to CITY. CONSULTANT shall also furnish CITY with original endorsements with the following documentation:
- Precluding cancellation or reduction in coverage before the expiration of thirty (30) days after CITY shall have received written notification thereof from CONSULTANT by United States mail;
 - Providing that CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, and include a "separation of insureds" or "severability" clause which treats each insured separately, except with respect to the limits of the insurer's liability (cross-liability endorsement);
 - Naming CITY, its City Council, boards, commissions, committees, officers, employees and agents as additional insureds ("Additional Insureds"); and
 - Providing that for any claims relating to CONSULTANT's services hereunder, CONSULTANT's insurance coverage shall be primary insurance with respect to CITY, its City Council, boards, commissions, committees, officers, employees and agents, and that any insurance or self-insurance maintained by CITY for itself, its City Council, boards, commissions, committees, officers, employees and agents shall be in excess of CONSULTANT's insurance and shall not be contributory with it.
 - It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverages requirements and/or limits shall be available to the Additional Insured, including but not limited to any umbrella or excess insurance. Furthermore, the requirements for coverage and limits shall be the greater of: (a) the minimum coverage and limits specified in this Agreement; or (b) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured.
- F. Material Breach. If CONSULTANT fails to maintain insurance coverage or provided insurance documentation which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. CITY, at its sole option, may terminate this Agreement and obtain damages from CONSULTANT resulting from said breach. Alternatively, CITY may purchase the required insurance coverage, and without further notice to CONSULTANT, may deduct from sums due to CONSULTANT any premium costs advanced by CITY for such insurance. These remedies shall be in addition to any other remedies available to CITY.

- 7.3. **Severability.** If any part of this Agreement is determined to be unconstitutional, invalid or beyond the authority of either party, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement can be interpreted to give effect to the intentions of the parties.
- 7.4. **Counterparts.** This Agreement may be signed in counterparts and, when fully signed, such counterparts shall have the same effect as if signed in one document.
- 7.5. **Choice of Law.** This Agreement and all matters relating to it shall be governed by the laws of the State of California without reference to its choice of laws principles and venue shall be in the appropriate court in San Mateo County, California.
- 7.6. **Waiver.** No failure on the part of either Party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder. A waiver by either CITY or CONSULTANT of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other further breach.
- 7.7. **Mediation.** In the event the parties are unable to resolve a dispute arising under this Agreement through good faith negotiations, the parties agree to submit the matter to mediation with a mutually agreeable mediator. Prior to the mediation, the parties shall exchange any documents reasonably necessary to resolve the matter to be mediated.
- 7.8. **Attorney's Fees.** If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.
- 7.9. **Interpretation.** In the event this Agreement is ever construed in any dispute between the parties, it and each of its provisions shall be construed without regard to the party or parties responsible for its preparation and shall be deemed to have been prepared jointly by the parties. The rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement.
- 7.10. **Authority.** Each individual executing this Agreement on behalf of one of the parties represents that he or she is duly authorized to sign and deliver the Agreement on behalf of such party and that this Agreement is binding on such party in accordance with its terms.

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

CITY OF PACIFICA

By: _____ Date _____
Lorie Tinfow, City Manager

Attest

By: _____ Date _____
Kathy O'Connell, City Clerk

Approved As To Form

By: _____ Date _____
Michelle Marchetta Kenyon, City Attorney

CONSULTANT

By: _____ Date _____
Gene Barry, Vice President

EXHIBIT A

SCOPE OF WORK

Pre-construction Phase

- Review contract documents, including the construction drawings and specifications, addenda, cost estimates and quantities, design reports and studies, resource agency permits, etc.
- Prepare a project documentation system for the project and set up project files in accordance with the Caltrans filing system as outlined in the Caltrans Construction Manual.
- Meet with the City for a kick-off meeting to discuss the schedule and scope of the project.
- Conduct a pre-construction conference with the project team including City staff, Tanaka Design Group, the contractor and subcontractors, utility companies, representatives from resource agencies and other interested parties.

Construction Phase

- Provide full-time daily inspection and documentation duties for all job-related activities.
- Monitor and document contractor's work for adherence to contract plans and specifications.
- Maintain and update submittal logs.
- Assist with the preparation of progress payments, change orders, and responses to correspondences.
- Review contractor's baseline construction schedule and subsequent updates.
- Compare the actual progress to the contractor's schedule to detect any potential delays and review the contractor's plan to recover and maintain progress.
- Schedule, prepare agendas for, chair, and provide minutes for all meetings.
- Maintain daily records of inspections, labor, equipment, and materials provided by the contractor.
- Collect daily digital photographs, and provide continual review of plans and specifications.
- Report all discrepancies requiring corrective actions to the City staff.
- Meet with contractor to review proposed work and schedule inspections.
- Measure quantities constructed and compare with contractor's submitted progress invoice.
- Verify progress payments and make recommendations to the City for payment.
- Maintain written progress of quantities measured for each bid item.
- Document any extra or force account work.
- Evaluate cost reduction incentive proposals and provide recommendations to the City.
- Perform dispute resolution and assist the City in change order negotiations.
- Monitor traffic control each day, and collect delivery records and certificates of compliance.
- Perform third party confirmation that the contractor is meeting storm water pollution prevention plan (SWPPP) permit requirements under the State Water Resources Control Board's General Permit.
- Document any extra or force account work.
- Monitor contractor's general compliance with its safety program and advise the City of observed deficiencies.
- Inspect materials and equipment upon delivery for compliance to construction contract documents.
- Collect delivery records and certificates of compliance.

- Recommend acceptance of the work when it is satisfactorily completed. Track non-compliant work separately until work is satisfactorily completed and accepted.
- Maintain test reports and logs of any verification tests performed.
- Perform public relations and coordinate with businesses and residents for complaints / inquiries.
- Develop "punch list" items and follow-up with corrective measures.

Our subconsultant, Contractor Compliance and Monitoring, Inc. (CCMI) will be perform as required Labor Compliance for the Project in order to meet requirements of the Caltrans Local Assistance Procedures Manual for federally-funded projects.

Post-construction Phase

- Perform final inspections.
- Perform document closeout activities.
- Perform fiscal closeout activities.

EXHIBIT B

Compensation

CITY shall pay CONSULTANT for the Services on a cost reimbursement basis, up to the Cost Ceiling (as defined in Section 2.1 of the Agreement). CONSULTANT agrees to use appropriate methods to contain its fees and costs under this Agreement. Compensation shall include only the following costs, which shall all count toward the Cost Ceiling:

1. Direct Labor

Direct labor costs shall be the total number of hours worked on the job by each employee times the agreed hourly rate for such employee's labor as set forth on the attached Exhibit B-1. CITY will pay all personnel at their regular straight-time rate, including any work performed on overtime or on holidays or weekends.

2. Subconsultant Costs

Subconsultant services shall be billed at cost plus a 10 percent markup. CONSULTANT shall provide a copy of each subconsultant's invoice for which it seeks payment from CITY with any invoice in which such payment is requested.

3. Other Direct Costs

The following categories of costs are eligible for reimbursement, which shall be made at the actual cost to CONSULTANT without any additional mark-up:

- a. Reasonable living and traveling expenses of employees when away from home office on business in its prosecution of the Services. CONSULTANT must have prior approval of CITY to be reimbursed for these expenses.
 - b. Automobile expenses for personal vehicle use, if necessary, at the IRS approved mileage rate.
 - c. Reproduction of drawings and specifications by CONSULTANT as required under this Agreement, at rates prevailing in this community for bulk reproduction or at other reasonable rates approved by CITY.
 - d. Special overnight delivery or messenger services.
- Payments to CONSULTANT for reimbursable costs/expenses will be made only after the specific costs/expenses have been incurred and CONSULTANT has submitted substantiating documentation, such as copies of paid invoices or other documentation confirming that such costs/expenses have been incurred.



EXHIBIT B-1

**FEE SCHEDULE
CALENDAR YEAR 2017**

**CITY OF PACIFICA
CONSTRUCTION MANAGEMENT SERVICES FOR THE PALMETTO AVENUE
STREETSCAPE PROJECT**

Project / Construction Management Services*

Principal-in-Charge	\$185 per hour
Project Manager	\$160 per hour

Resident Engineer / Inspection Services*

Resident Engineer / Project Inspector (Regular Time)	\$ 154 per hour
Public Works Inspector (Overtime)	\$ 190 per hour
Public Works Inspector Apprentice	\$ 92.15 - \$138.04 per hour

Engineering Services*

Structural Engineer	\$ 195 per hour
Geotechnical Engineer	\$ 195 per hour
Senior Engineer	\$ 160 per hour
Office Engineer/Construction Representative	\$ 137 per hour

****All Fees Subject to Basis of Charges. Rates shown are for Calendar Year 2017 and are subject to an Annual Escalation of 5% starting on January 2018.***

BASIS OF CHARGES

- A. Rates shown assume this project will require compliance with California Prevailing Wage rate requirements, and assumes the City will be filing a PWC-100 Form to the California Department of Industrial Relations (DIR) for the project.
- B. Rates for prevailing wage categories are subject to annual escalations in accordance with the bi-annual wage determinations from the California DIR. Rates based on California DIR’s wage determinations dated August 2016.
- C. Per the new requirements being enforced under SB 854 and because it is assumed that a PWC-100 Form will be filed by the City to the CA DIR for the project, 4LEAF is required to notify an authorized Apprenticeship Committee through submittal of a DAS-140 form. We are then required to make an official request to an authorized Apprenticeship Committee for an apprentice by submitting a DAS-142 form. We are not assured the apprenticeship committee will be able to provide a suitable / qualified apprentice for the project. Per the apprenticeship requirements, the hours worked by the apprentice must be in a ratio of 1:5 for apprentice to journeyman hours. 4LEAF will not know the labor classification of the Public Works Apprentice until an Apprentice is dispatched to the site; therefore, the rates for the five Periods listed under the California DIR’s Wage determination for Building Construction Inspector issued August 2016 were used to determine the range of Calendar Year 2017 hourly rates for Public Works Inspector Apprentice.
- D. All invoicing will be submitted monthly.
- E. Overtime and Premium time will be charged as follows:

- Regular time (work begun after 5AM or before 4PM)	1 x hourly rate
- Night Time (work begun after 4PM or before 5AM)	1.125 x hourly rate
- Overtime (over 8 hour M-F or Saturdays)	1.35 x hourly rate
- Overtime (over 8 hours Sat or 1 st 8 hour Sun)	2 x hourly rate
- Overtime (over 8 hours Sun or Holidays)	2.5 x hourly rate
- F. All work with less than 8 hours rest between shifts will be charged the appropriate overtime rate.
- G. All billable expenses will be charged at cost plus 20%.
- H. Payment due on receipt. All payments over 30 days will be assessed a 1.5% interest charge.
- I. Client shall pay attorneys’ fees, or other costs incurred in collecting delinquent amounts.
- J. Client agrees that 4LEAF’s liability will be limited to the value of services provided.

Exhibit B-2
Estimated Fees to Perform Construction Management Services for the
City of Pacifica Palmetto Avenue Streetscape Project

Task	Sub Task	Task Description	Principal-in-Charge (4LEAF)	Project Manager (4LEAF)	Resident Engineer / Inspector (4LEAF) (RT)	Resident Engineer / Inspector (4LEAF) (OT)	Construction Inspector - Apprentice (RT)	Total Hours Per Task	Cost Per Task	Notes
Hourly Rate			\$185	\$160	\$154	\$190	\$92			See Notes (a), (b), & (c).
1		Preconstruction Phase	Hours	Hours	Hours	Hours	Hours	Hours		
	1a	Attend Kickoff Meeting w/ Client and perform Site Reconnaissance.	4	8	16	0	0	28	\$4,484	
	1b	Review Final Plans and Specifications.	0	8	32	0	0	40	\$6,208	See Note (d).
	1c	Prepare for and Attend Pre-Construction Meeting.	0	16	20	0	0	36	\$5,640	
	1d	Review Contractor Submittals and Project RFIs.	0	4	24	0	0	28	\$4,336	
	1e	Project Management.	2	4	0	0	0	6	\$1,010	
		Task 1 Subtotal:	6	40	92	0	0	138	\$21,678	See Note (e).
2		Construction Phase	Hours	Hours	Hours	Hours	Hours	Hours		
	2a	Perform Construction Management.	0	0	524	0	0	524	\$80,696	See Note (f).
	2b	Perform Field Inspections.	0	0	524	131	105	760	\$115,228	See Note (b) and (f).
	2c	Perform Labor Compliance							\$14,000	See Note (g).
	2d	Subconsultant Mark-up (10%)							\$1,400	
	2e	Project Management.	2	232	0	0	0	234	\$37,490	See Note (h).
		Task 2 Subtotal:	2	232	1,048	131	105	1,518	\$248,814	
3		Post Construction Phase	Hours	Hours	Hours	Hours	Hours	Hours		
	3a	Final Inspections and Provide Red-Lined Set of Plans to Design Team.	0	0	40	0	0	40	\$6,160	See Note (i).
	3b	Project Management.	0	8	0	0	0	8	\$1,280	
		Task 3 Subtotal:	0	8	40	0	0	48	\$7,440	
		Totals:	8	280	1,180	131	105	1,704	\$277,932	

Notes:

(a) Assumes project will require compliance with California Prevailing Wage rate requirements under SB 854, and the City will be required to file a PWC-100 Form to the California Department of Industrial Relations for the project.

(b) Per the new requirements being enforced under SB 854 and because it is assumed that a PWC-100 Form will be filed by the City to the CA DIR, 4LEAF is required to notify an authorized Apprenticeship Committee through submittal of a DAS-140 form. We are then required to make an official request to an authorized Apprenticeship Committee for an apprentice by submitting a DAS-142 form. We are not assured the apprenticeship committee will be able to provide a suitable / qualified apprentice for the project. Per the apprenticeship requirements, the hours worked by the apprentice must be in a ratio of 1:5 for apprentice to journeyman hours. Hours are included as a placeholder in the event that an apprenticeship for a public works inspector is required and dispatched by the apprenticeship committee. We have assumed the public works apprentice assigned to the project will be classified as a Period 1 Apprentice as defined by the DIR's Wage Determination dated Aug 2016. In the event that a higher classification apprentice is assigned to the project, we will contact the City to request a change order for this line item.

(c) 4LEAF staff will be supplied with typical tools of the trade to perform their daily tasks (e.g. cell phone, laptop computer, and PPE). Assumes the Contractor will have office/job trailer space with access to internet and/or fax available for 4LEAF's Resident Engineer / Inspector to finalize daily reports and other project paperwork.

(d) NOT intended as a Constructability Review. Only includes time for Project Team to review and become familiar with plans and specifications.

(e) Assumes Pre-Construction Phase begins April 3, 2017 and duration of Pre-Construction Phase is 2 weeks.

(f) Per the project specifications, the contract duration is 200 calendar days (151 Working Days). Assumes Pre-Construction Phase is 10 working days, Construction Phase is 131 Working Days, and Post Construction Phase is 10 Working Days. During the Construction Phase, assumes 4LEAF's Resident Engineer / Inspector will perform field inspection tasks for 4 hours/day for 131 working days at regular time rate, construction management tasks for 4 hours/day for 131 working days at regular time rate, and inspection tasks for 1 hr/day at OT rate to ensure traffic control is set up in the morning and in place at the end of each working day. Overtime hours will be used for Resident Engineer / Inspector to verify contractor's daily set-up and/or take down of traffic control required by contract documents and finalizing daily reports and paperwork. Does not include any allowance for night, weekend, or holiday work. If night, weekend, or holiday work is necessary, the requirements for these hours will be billed in accordance with California Prevailing Wage Law. If construction duration extends past 132 working days, hours will be billed in accordance with 4LEAF's 2017 Standard Fee Schedule.

(g) Budgetary allowance for Labor Compliance.

(h) Assumes 8 hrs/week for 29 weeks for Project Management, including attending weekly construction meeting, providing as-needed CM Support, and coordinating with 4LEAF Resident Engineer / Inspector and the City's PM.

(i) Assumes 5 working days at 8 hrs/day to perform final punch list inspections and provide a hard copy of red-line markups of project plans

(j) This estimate does NOT include a cost to perform material testing and special inspection. If the City wishes to add materials testing and special inspection into the contract, 4LEAF can add Construction Testing Services (CTS) to the Team.