

**CONSULTANT AGREEMENT BETWEEN THE CITY OF SANTA ANA AND
ANSER ADVISORY MANAGEMENT, LLC TO PROVIDE ON-CALL
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES**

THIS AGREEMENT is made and entered into on this 3rd day of October, 2023 by and between Anser Advisory Management, LLC (“Consultant”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

RECITALS

- A. On July 18, 2023 the City issued Request for Proposal (“RFP”) No. 23-122 by which it desired to retain a consultant having special skill and knowledge in the field of construction management and inspection services on an on-call basis for the City’s Public Works Agency. Said services are required to augment City staff efforts to complete delivery of capital improvement projects involving public works infrastructure and City facilities.
- B. Consultant submitted a responsive proposal that was among those selected by the City. Consultant represents that it is able and willing to provide such services described in the scope of work that was included in the RFP No. 23-122.
- C. In undertaking the performance of this Agreement, Consultant represents that it is knowledgeable in its field and that any services performed by Consultant under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES

Consultant shall perform the services that were described in the scope of work included in the RFP No. 23-122, during the term of this Agreement, the tasks and obligations including all labor, materials, tools, equipment, and incidental customary work required to fully and adequately complete the services described and set forth in “**Scope of Services - Exhibit A**”, attached hereto and incorporated by reference, and as further described in Consultant’s Proposal, attached hereto and incorporated herein by this reference as “**Consultant’s Proposal - Exhibit B**”.

2. COMPENSATION

- a. City neither warrants nor guarantees any minimum or maximum compensation to Consultant under this Agreement. Consultant shall be paid only for actual services performed under this Agreement at the rates and charges identified in Consultant’s Fee Proposal, which is attached hereto and fully incorporated herein by this reference as “**Compensation - Exhibit C**”. Consultant is one of five (5) separate consultants selected to provide services on an on-call basis under RFP 23-122. The total compensation for services provided by all consultants selected under RFP 23-122 shall

not exceed the shared aggregate amount of \$3,000,000.00 during the term of this Agreement, including any extension periods, as set forth in Section 3, below.

- b. Payment by City shall be made within forty-five (45) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.
- c. Notwithstanding any contrary terms contained within Consultant's Fee Proposal, Consultant's fees shall not increase by more than 3% annually over the term of this Agreement, including any extension periods, unless directly affected by Prevailing Wage laws, if applicable.

3. TERM

This Agreement shall commence on October 3, 2023 and end on October 2, 2026, with the option for the City to grant up to one (1), two (2) year extension, exercisable by a writing by the City Manager and the City Attorney, unless terminated earlier in accordance with Section 16, below.

4. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed are part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

5. INDEPENDENT CONTRACTOR

Consultant shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; however, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. Consultant shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

6. OWNERSHIP OF MATERIALS

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City’s sole risk.

7. INSURANCE

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, its agents, representatives, employees or subcontractors.

- a. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has secured all insurance required under this Section.
- b. Insurance coverage shall be at least as broad as:
 - (i) Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
 - (ii) Automobile Liability: Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
 - (iii) Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000.00 per accident for bodily injury or disease.

- (iv) Professional Liability Insurance with limits no less than \$2,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
 - (v) 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 the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- c. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:
- (i) **Additional Insured Status.** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
 - (ii) **Primary Coverage.** For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
 - (iii) **Notice of Cancellation.** Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the City.
 - (iv) **Waiver of Subrogation.** Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
 - (v) **Self-Insured Retentions.** Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.
 - (vi) **Acceptability of Insurers.** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

(vii) **Claims Made Policies.** If any of the required policies provide coverage on a claims-made basis:

- The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

(viii) **Verification of Coverage.** Consultant shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(ix) **Subcontractors.** Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors.

(x) **Special Risks or Circumstances.** City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

8. INDEMNIFICATION

Consultant agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, contractors, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Consultant, its subcontractors, agents, employees, or other persons acting on its behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in

this Section or by reason of the terms of, or effects, arising from this Agreement. The Consultant further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

9. INTELLECTUAL PROPERTY INDEMNIFICATION

Consultant shall defend and indemnify the City, its officers, agents, representatives, and employees against any and all liability, including costs, for infringement of any United States' letters patent, trademark, or copyright infringement, including costs, contained in the work product or documents provided by Consultant to the City pursuant to this Agreement.

10. RECORDS

Consultant shall keep records and invoices in connection with the work to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

11. CONFIDENTIALITY

If Consultant receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Consultant agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Consultant disclosed in a publicly available source; (c) is in rightful possession of the Consultant without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Consultant without reference to information disclosed by City.

12. CONFLICT OF INTEREST CLAUSE

Consultant covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

13. NON-DISCRIMINATION

Consultant shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, gender expression, gender, medical conditions, genetic information, or military and veteran status, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, teaching, training, utilization, promotion, termination or other employment related activities or any services provided under this Agreement. Consultant affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

14. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Consultant, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Consultant. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Consultant or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein.

15. ASSIGNMENT

Inasmuch as this Agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other consultant and/or contractors retained by City.

16. TERMINATION

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Consultant shall be entitled to receive and the City shall pay Consultant compensation for all services performed by Consultant prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require Consultant to deliver to the City all work product(s) completed as of such date, and in such case

such work product shall be the property of the City unless prohibited by law, and Consultant consents to the City's use thereof for such purposes as the City deems appropriate.

- b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

17. WAIVER

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

18. JURISDICTION - VENUE

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

19. PROFESSIONAL LICENSES

Consultant shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Consultant shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

20. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City:

Jennifer L. Hall
City Clerk
City of Santa Ana
20 Civic Center Plaza (M-30)
P.O. Box 1988
Santa Ana, CA 92702-1988

Fax: 714- 647-6956

With courtesy copies to:

Nabil Saba
Executive Director, Public Works Agency
City of Santa Ana
20 Civic Center Plaza
P.O. Box 1988
Santa Ana, California 92702
Fax:

To Consultant:

Tyson Atwood
Principal-in-Charge
Anser Advisory Management, LLC
2677 N. Main Street, Suite 400
Santa Ana, CA 92705

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

21. MISCELLANEOUS PROVISIONS

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

[signatures contained on following page]

SIGNATURE PAGE FOR CONSULTANT AGREEMENT BETWEEN THE CITY OF SANTA ANA AND ANSER ADVISORY MANAGEMENT, LLC TO PROVIDE ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

ATTEST:

CITY OF SANTA ANA

JENNIFER L. HALL
City Clerk

KRISTINE RIDGE
City Manager

APPROVED AS TO FORM:
SONIA R. CARVALHO
City Attorney

CONSULTANT:

By: 

JONATHAN T. MARTINEZ
Assistant City Attorney



By: TYSON C. ATWOOD
Title: Senior Vice President

RECOMMENDED FOR APPROVAL:

NABIL SABA
Executive Director
Public Works Agency

EXHIBIT A

SCOPE OF SERVICES

**Appendix
ATTACHMENT 1
SCOPE OF WORK**

**CITY OF SANTA ANA
REQUEST FOR PROPOSALS
FOR
ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION
SERVICES
RFP NO. 23-122**

INTRODUCTION/PROJECT DESCRIPTION

The City of Santa Ana intends to retain Construction Management firm on an as-needed or "On-Call" basis. A Professional Services Agreement will be entered into with multiple qualified firms to provide construction management services for a variety of projects on an on-call basis. On an on-call, as-needed basis, the selected firm(s) may later be asked to provide construction management proposals on specific, project-by-project basis, based on an agreed-upon specific scope of services and fees.

The firm shall provide general Construction Management services to support the construction efforts and serve as an extension of City staff to assist in the overall delivery of this project, including pre-construction tasks, managing construction and ensuring that the work is completed in accordance with the contract documents, and project closeout and commissioning phase. The consultant team will report directly to the City's Construction Manager or his authorized representative. City staff may assist in managing construction and will oversee the work of the Project Manager, Inspector, and Contract Administrator.

Firms must provide construction management services and contractor administration in conformance with the requirements set forth in the State's Construction Manual, State's Local Assistance Programs and Procedures Manual, OCFCD encroachment permit/requirements, and other Agencies regulatory permits/requirements. The construction manager is expected implement contract requirements and comply with all Federal and local guidelines in order to execute successfully the project in a timely and cost efficient manner.

The majority of capital improvement and construction projects within the city includes, but is not limited to, the following:

- Street rehabilitation
- Sewer improvements
- Storm Drain improvements
- Bridge construction
- New building construction
- Water service and pipelines
- Pump and motor improvements
- Irrigation and landscaping
- Site Improvements; concrete sidewalk, etc.
- System controls and instrumentation
- Streets and park lighting
- Parks and Recreation facility improvements
- Mechanical system
- Electrical system
- Traffic Signal Improvements

Scope of Services

The required services by the Project Manager, the Inspector and the Contract Administrator may include the following:

1. RESIDENT ENGINEER / ADMINISTRATOR
 - a. The PM shall represent the City Construction Manager in the field. The CM shall possess a minimum of (5) years' experience in construction management.
 - b. The Inspector and the Contracts Administrator should have relevant experience in construction management and certifications or references that affirm the experience.
2. BID ANALYSIS
 - a. Prior to the start of the project, the PM shall be responsible for conducting a bid analysis to determine who the lowest responsible bidder for the project will be. Shall obtain certificates of insurance, performance bond and "New Vendor Packet" requirements have been satisfied. This includes verifying that all sub-contractors have a valid City Business License.
3. STAFF REPORTS
 - a. Preparation of staff reports for contract award to the lowest responsive and responsible bidder. Coordinate with the City to determine funding sources, publication dates, environmental and fiscal impact, and schedule of award to meet the City's deadlines.

4. GENERAL CONSTRUCTION ADMINISTRATION
 - a. Coordinate with the City to define the roles and responsibilities during construction and develop a construction management plan.
 - b. Co-lead pre-construction meeting and schedule and conduct regular construction and progress meetings to discuss such matters as procedures, progress, problems and scheduling. Will prepare and promptly distribute minutes.
 - c. Record the progress of the project. Submit written daily and progress reports to the City. Keep daily logs containing a record of weather, contractor's work on the site, number of workers and equipment, work accomplished, problems encountered, and other relevant data. Make the log available to the City. Prepare and send Weekly Statement of Working Days to the contractor. Monitor contractor's compliance with labor code requirements.
 - d. Maintain, at the job site, records of contract documents including drawings, addenda, change orders, and other modifications of plans and specifications marked to show all changes made during construction. Maintain as-built records of underground utilities, including locations and depths of trenches. At the completion of the project, deliver to the City all contract documents including as- built records.
 - e. Consult with the City when the contractor requests interpretations of the meaning and intent of the drawings and specifications, and assist in achieving the resolution of problems, which may arise.
 - f. Manage the Construction Management Software PROCORE, coordinating with the City and contractor to incorporate a centralized platform where all documents are filed and distributed amongst the project team.
 - g. Shall be responsible for ensuring that all building permits, special permits, if required are obtained, and that all applicable fees have been paid, and shall obtain approvals from authorities having jurisdiction over the Project.
5. SUBMITTAL/RFI REVIEW & PROCESSING
 - a. The PM shall be responsible for review of completeness and quantity of all required shop drawings, product data, samples and other submittals ("Submittals"). Shall transmit the Submittals to City staffing for review and approval, and shall establish and implement procedures for expediting the processing, approving, and distribution of Submittals.
 - b. PM shall develop, maintain, and manage all submittal/RFI logs.
 - c. Determine the workflow on PROCORE for all Submittal/RFI review including City staff, design engineers, contractor personnel, and the construction management team.
6. CONSTRUCTABILITY REVIEW
 - a. Shall review project plans and specifications to determine its "constructability". Shall also review construction schedule, including activity sequences and duration, schedule of submittals and schedule of delivery for products with long lead-time. Update the project schedule as required showing current conditions and revisions required by actual progress.

- b. The individuals, Project Manager, Inspector and Contract Administrator, shall not be responsible for construction means, methods, techniques, sequences and procedures employed by the contractor in the performance of the contract, and shall not be responsible for the failure of the contractor to carry out work in accordance with the contract documents. However, any errors, omissions, or discrepancies found in the Contract Documents shall be called to the attention of the City's Construction Manager and clarified prior to construction starts.

7. CHANGE ORDER REVIEW

- a. Shall conduct comprehensive evaluation of change order requests, provide independent estimates, render recommendations and assist in claim resolution. Shall regularly monitor and report on the status of the Project Construction Budget on a monthly basis, indicating actual costs for completed activities and work in progress, and indicating estimates for uncompleted work. Report should identify variances between actual and budgeted or estimated costs, and shall advise the City whenever it appears that the Actual Construction Cost has exceeded, or will exceed, the Project Construction Budget for the entire Project or any Project Component.

8. SAFETY

- a. Monitor the contractor's safety program. Take necessary steps to ensure the jobsite conditions are in compliance with OSHA regulations.

9. PROGRESS PAYMENTS

- a. Maintain cost accounting records on authorized work performed under unit costs and additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.
- b. May develop and implement procedures for the review and processing of applications by contractor for progress and final payments. Make recommendations for certification to the City for payment.
- c. Provide status of monthly certified payroll reports and monthly as-builts updates as backup for each payment submitted to the city for review.

10. INSPECTIONS

- a. Determine that the work of contractor is being performed in accordance with the contract documents. Make recommendations to the City regarding special inspection or testing of work not in compliance with the provisions of the contract documents. Subject to review by the City, reject work which does not conform to the requirements of contract documents.
- b. Facilitate and coordinate inspection by representatives of other agencies.
- c. Evaluate the completion of the work of the contractor and make recommendations to the City when work: is ready for final inspection. Assist the City in conducting final inspections.
- d. Schedule and coordinate special inspection and material testing with the County of Orange or other consultants.
- e. Inspector(s) shall oversee and inspect all aspects of construction to ensure compliance with the Plans, Specifications, and Special provisions.

11. CLAIMS

- a. Claims submitted by the contractor must adhere to the Public Contract Code Section 10240 and 20104.
- b. PM shall coordinate with City consultant on claim matters.
- c. Review all claims and provide an evaluation to the City. Documentation must be provided and reviewed to support any claim. Coordinate the resolution of each claim with suggested design changes that may have been caused by unforeseen field conditions.

12. PREVAILING WAGE / LABOR COMPLIANCE

- a. Shall monitor and enforce prevailing wage forms and requirements for conformance to the prevailing wage rates on a weekly basis.
- b. Shall verify that all Trade personnel listed in the daily log are also listed in the certified payroll and shall conduct weekly employee interviews, one for each trade, and submit verification with the monthly progress payments.
- c. Perform employee interviews to verify and enforce prevailing wage requirements on a regular basis.

13. CWA COMPLIANCE

- a. Shall monitor and enforce the City's Community Workforce Agreement (CWA) forms and requirements to ensure compliance. Verification should be provided with the monthly progress payments.
- b. Outline responsibilities within the agreement and assist contractors in achieving the CWA goal.

14. PROJECT CLOSEOUT

- a. The PM shall be responsible for all project closeout items, such as: As-Built plans and related documentation, punch list completion, commissioning, warranty requests during the one-year period. Shall schedule and oversee the warranty repair. Should include site visits as requested by the City to look at defects or imperfection to determine if it is a warranty issue.
- b. Shall provide a close out report outlining any obstacles, violations, services performed, and final percentages achieved by the workforce as part of the CWA.
- c. Shall provide a close out report for but not limited to any violations, fringe benefit statements, missing payroll reports, unsatisfactory employee interviews, claims, and any other documentation related to prevailing wage and labor compliance.

15. COMMUNITY OUTREACH

- a. Attend and co-lead a pre-construction meeting with the community. Primary purpose of this meeting is to introduce the CM team to the community and discuss major anticipated construction impacts.
- b. PM shall coordinate with the city's community liaison and communicate with the community regarding impacts related to the construction project.

16. FEDERAL REQUIREMENTS

- a. Preparation of Caltrans documentation including but not limited to Award package, interim reports, and final report (close out) to be reviewed by the City.
- b. Coordinate with the City to ensure Disadvantaged Business Enterprises (DBE) goal is met by contractors and document any changes throughout the length of the project.
- c. Compliance with Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) authorized by the American Rescue Plan Act (ARPA). Review ARPA requirements for construction and enforce any regulations set forth by these funds.

All tasks listed above shall be required on an as-needed basis. The city reserves the right to add or reduce some of the above tasks and duties as it sees fit. The consultant, serving as staff extension, shall remain sufficiently flexible to meet the needs of the City and of the project.

Payment and Invoicing:

Selected Construction Management Firm shall invoice the City based on time and material according to the City's standard invoice template. Tasks and hours shall be clearly identified and all rates must match those included in the approved agreement.

A 10% retention will be held on every invoice through the project.

City Responsibilities:

The City will provide information in its possession relevant to the preparation of the required information in the RFP. The City will provide only the staff assistance and the documentation specifically in referred to herein.

- Furnish scope of work and provide general direction as needed for the assigned project
- All plan check coordination within the City
- Advertise, award, and administer of construction contract
- Electronic files (sample plans & specifications, City of Santa Ana's CADD Standards)
- Electronic files for title sheets and sheet borders
- Facilitate meeting space and coordination and City facilities

Consultant Responsibilities:

Consultant shall provide all required insurance as outlines in Attachment 3 of this RFP.

EXHIBIT B

CONSULTANT'S PROPOSAL

On-Call Construction Management and Inspection Services for the City of Santa Ana

RFP No. 23-122

ANSER
ADVISORY

Anser Advisory Management, LLC
2677 North Main Street, Suite 400
Santa Ana, CA 92705
714.276.1135





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August 8, 2023

City of Santa Ana, California
Public Works Agency
20 Civic Center Plaza, M-36 Santa Ana, CA 92701
Attn: Edward Torres, Senior Engineer
(714) 647-5018 | ETorres@santa-ana.org

Re: Request for Proposals (RFP) for On-Call Construction Management and Inspection Services (RFP No. 23-122)

We at Anser Advisory Management, LLC, dba Anser Advisory (Anser) are pleased to present the following proposal to provide On-Call Construction Management and Inspection Services to the City of Santa Ana (City) for the City's Capital Improvement Plan (CIP) Projects. We recognize that the level of staff required to best address the diversity of anticipated upcoming projects with the City of Santa Ana will vary based on each project's size as well as the availability of the City's internal resources to also support these anticipated projects. Anticipated projects span from street improvement, storm drain, traffic safety, utilities, lighting, water, sewer, parks, trails, and other public work projects as well as various public facility improvements to include the City Hall, zoo, community centers, and recreation facilities, highlighting the need for a highly experienced team of experts with a broad range of aptitudes.

The City will benefit from a local Santa Ana firm (headquartered in Santa Ana) who is able to provide flexible and skillful staffing solutions to fit each project's unique needs. Anser can and will provide these solutions, with a diverse skillset and solid reputation for offering similar services within the City as well as to other similar-sized local municipalities and public agencies throughout Southern California.

Serving as a local leader in construction management and inspection for public agency projects throughout Southern California, our proposal demonstrates a selection of our experience in providing these services on similar contracts and projects, highlights our proposed staff's education and experience, details our understanding of the scope of services and methodology of performing these services, and also confirms to the City our cost-effective rates and fees. Our team's combined experience, coupled with a deep understanding of best practices in coordination of diverse, complex, simultaneously occurring projects, enables us to confidently offer the following key traits to the City of Santa Ana: **Experience**, **Commitment**, and **Responsiveness**.



Experience: Our team's Principal-in-Charge, **Tyson Atwood**, PE, QSD, a local Orange County resident, brings 20 years of broad experience in managing over \$500 million of increasingly complicated projects heavily focused on public facilities, multi-modal path and trail systems, roadways, grade separations, infrastructures and other public works construction. Tyson's recent experience includes the \$23.7million North Sphere Fire Station for the City of Palm Desert, the nearly \$100 million 40-mile multi-modal corridor CVLink project for the Coachella Valley Association of Governments, and the \$14 million I-10 at Alabama Street Improvement Project for San Bernardino County Transportation Authority (SBCTA).

Tyson is supported by a range of other highly experienced subject matter experts addressing each of the potential upcoming projects described in the City's Capital Improvement Plan. These leaders include: **Jonathan Smith**, PE, QSD, who is a former Director of Public Works and who brings over 30 years of engineering, design oversight, and project and construction management experience with a particular emphasis in public works infrastructure-oriented projects; **Stephen Mutch**, PE, CCM, Associate DBIA, QSD, who provides over 34 years of diverse experience with a particular emphasis on municipal projects, including libraries, municipal administration buildings, parks, and recreation facilities; **Sunil Mallaiah**, MSCE, Associate DBIA, LEED GA, whose background serving as a Regional Director of Construction for Los Angeles Unified School District (the second largest school district in the

U.S.) and over 25 years of industry experience lends itself to the efficient oversight of construction management on vertical construction projects; and Lucas Rathe, PE, QSD, whose focus in transportation and infrastructure projects over the last 16 years has positioned him as a construction management expert for roadway, bridge, grade separation and other transportation-oriented projects.

In addition to these key proposed staff, we have included several other highly qualified construction managers and inspectors, many of whom reside in Orange or Riverside Counties and all of whom are based out of our Santa Ana office.



Commitment: The Anser team goes above and beyond for our clients. Our team commits to supporting the City's goals as follows:

- Work collaboratively and proactively with all stakeholders
- Work collaboratively with construction contractors to deliver projects on time and within budget
- Comply with all applicable codes and regulations, permits, and mitigation monitoring requirements
- Comply with the Prevailing Wage, Davis Bacon, Disadvantage-Business Enterprise (DBE), and Project Labor Agreement requirements, as applicable
- Provide inspection in compliance with all federal, state, and local standards for right-of-way, street use, and other permits issued to private utilities or contractors
- Provide the right expertise and resources to address each project need



Responsiveness: Information, decisions, cost, and time are all drivers by which our clients assess our performance. Bringing project and construction management veterans with extensive knowledge, combined with technical expertise and wide-ranging experience in similar work, assures the highest level of performance and the best resources throughout each City project.

We appreciate this opportunity to provide our qualifications, and further appreciate the opportunity to partner with the City of Santa Ana on your future work ahead. We look forward to the next steps in this solicitation process, and thank you for your time and consideration.

Sincerely,

Tyson Atwood, PE, QSD
Principal-in-Charge, Senior Vice President / Managing Director
tyson.atwood@anseradvisory.com | (714) 276-1135
2677 N. Main Street, Suite 400, Santa Ana, CA 92705

B. Contract Agreement Statement

Anser Advisory has no concurrence or concerns with any and all provisions contained in the Agreement attached herein as Attachment 2 in the Appendix

C. Firm and Team Experience

Firm Overview

Anser Advisory is a national firm specializing in project, program and agency construction management and controls as well as capital program advisory and consulting services, including strategy, funding, process, and organization preparedness. Our services cover the capital development cycle from planning through construction and closeout. Our services begin with early phase strategic, organizational and program planning and continue through managing the tactical execution of each project or initiative. We operate nationally, with a diverse, talented staff of over 1,200 professionals, however, we leverage our local offices to support Southern California clients, including offices located in Santa Ana, Los Angeles, San Diego, and Palm Desert, encompassing over 250 employees including construction managers, program and project managers, inspectors, schedulers, architects, engineers, estimators, management consultants, claim specialists, financial analysts, procurement specialists, system configuration specialists, and construction auditors.

Anser Advisory is a California Limited Liability Company. We were established over 27 years ago, previously known in the Southern California area as Simplus Management Company (Simplus). In June 2018, Simplus was co-joined with a series of other firms as Anser Advisory, LLC as part of a strategic growth and service offering enhancement. This acquisitive growth, coupled with our focus on our client’s needs, provides our team with the diverse and robust expertise required to deliver necessary services to our clients.

THE ANSER ADVISORY DIFFERENCE

1996 Established

2018 Reorganized as Anser Advisory

1,200+
National Personnel

250+
Local California Personnel

Regional Offices
Los Angeles
Santa Ana
Palm Desert
San Diego

\$1B+
Current Municipal Capital Project Construction Value

Industry Recognition:

- TOP WORK PLACES 2023 USA
- Hot Firm 2023
- 2023 ENR TOP 50

Relevant Firm Experience

Anser is a national firm specializing in project, program and agency construction management and controls as well as capital program advisory and consulting services, including strategy, funding, process, and organization preparedness. Anser services cover the capital development cycle from planning through construction and closeout. Based on the needs of our clients, we have the capability, experience, and expertise to provide the following services:

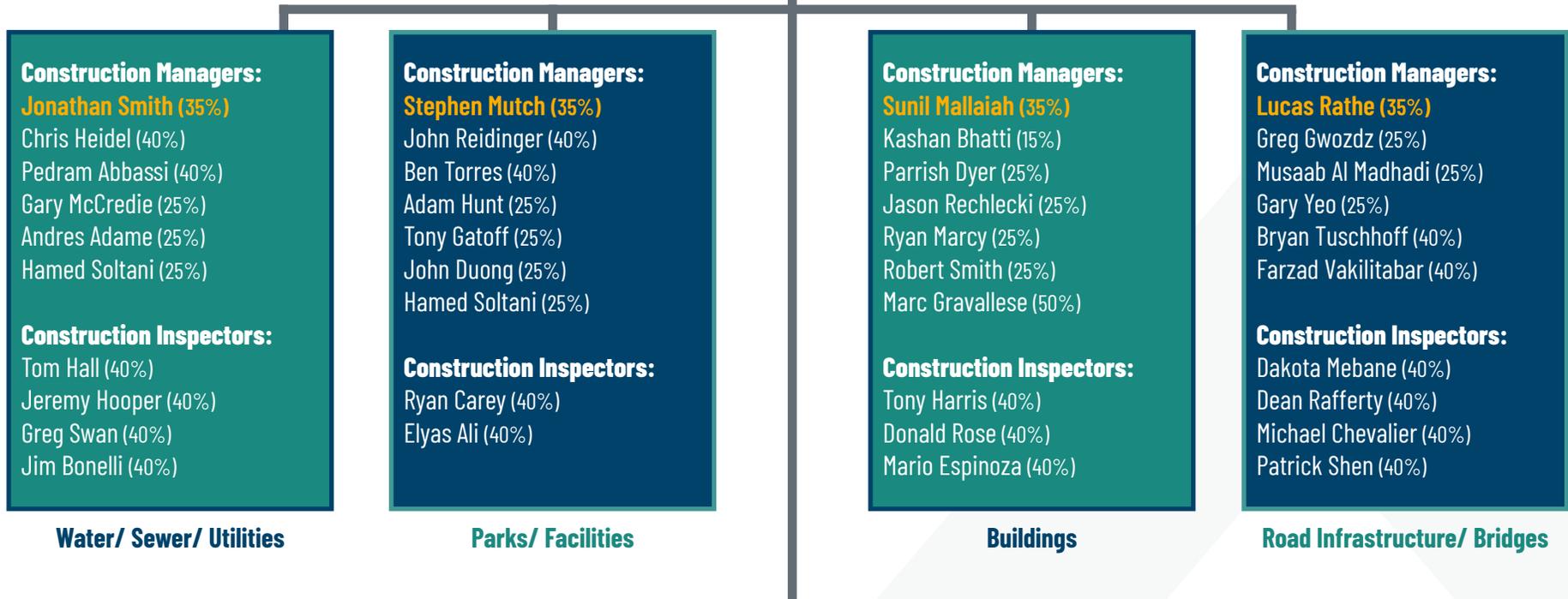
- Program Management
- Project and Construction Management
- Resident Engineering
- Structure Representative
- Office Engineering
- Quality Assurance
- Risk Mitigation Management
- Project Controls
- Cost Estimating
- Scheduling
- Inspection
- Constructability Review
- Utility Relocation Management
- Claims Analysis and Support
- Stormwater Compliance Monitoring
- Contract Administration
- Sustainability Program Planning and Support
- Traffic Control Support
- Construction Cost Accounting/Auditing

Anser approaches management with a unique style, directed towards extensive communication, efficiency, value engineering, and risk analysis, assessment, and mitigation early in the project. We focus on being proactive and extremely responsive to our clients. We combine an assertive attitude, practical field knowledge, and an in-depth understanding of cost control and schedule adherence. Anser utilizes the most used accounting software in the A&E industry, Deltek Vision to control our cost accounting and generate invoices. In addition, spending curves will be generated with each invoice which will depict our planned versus current spend rate.

Project Team Overview with Project Availability
 Anser is dedicated to supporting the staffing needs of any contract that we commit to. Anser's staff and resources provide maximum flexibility to meet our clients' scheduling needs.

TYSON ATWOOD
 Principal-in-Charge
 Resident Engineer / Contract Administrator
(Percent of Time Available: 25%)

The nature of our work requires us to periodically provide services on an expedited basis. Our typical backlog is made up of many variable duration assignments and therefore, our workload varies on a weekly basis.



Additional Support Services
Available As-Needed

3QC Michael Kalemkaryan <i>Commissioning Agent</i>	Lynn Capouya Inc. Patricia Lear <i>Assistant Project Manager</i> Cong Phui <i>Irrigation Designer</i>	MBI Media Brad Jensen <i>Senior Resource Project Manager</i> Kristyn Bogda <i>Deputy Project Manager</i> Elizabeth Mazariegos <i>Project Manager</i> Noemi S. Luna <i>Project Manager</i>	P2S Lars Henderson <i>Electrical Engineer</i> Scott Newman <i>Mechanical Engineer</i> Eric Gomez <i>Plumbing Design Engineer</i> Karl Von Der Linden <i>Technology Consultant</i>	Steven Burman <i>Security System Designer</i> Benjamin Wong <i>Technology System Designer</i>	Pacifica Services Edith Bolanos <i>Labor Compliance Analyst</i> Majorie Gayle <i>Labor Compliance Officer</i> Matthew Ibaiven <i>Labor Compliance Analyst</i>	STC Traffic Brett Hansen <i>Construction Manager</i> Kevin Stone <i>Construction Engineer/Sr. Inspector</i> Rob Blough <i>Principal Engineer</i>
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TYSON ATWOOD, PE, QSD | PRINCIPAL- IN- CHARGE

Tyson will be the Principal-In-Charge, Resident Engineer, and Contract Administrator for these projects. For over 20 years, Tyson has worked in the construction industry managing increasingly complex projects, managing multiple projects over \$100 million in construction value. He has a diverse background managing projects in the municipal, transportation, aviation, energy, and water/wastewater industries. Tyson also has vast experience in Active Transportation (ATP) construction having managed over 50 miles of Class I, II, and IV facilities. He is highly experienced with both the Caltrans Standard Specifications and "Greenbook." Tyson is also an advanced user with software, including Bluebeam Revu, Primavera P6, e-Builder, AutoCAD, Microsoft Word, and Excel.

PIC/ Resident Engineer/Contract Administrator



JONATHAN SMITH, PE, QSD | SUBJECT MATTER SPECIALIST

Jonathan is a hands-on, results-oriented leader with a proven history of productivity and an ability to take complex issues and get to a consensus quickly. During his 30 plus-year career, he has worked for numerous agencies throughout Southern California in roles varying from Director of Public Works to Senior Civil Engineer. He has experience related to construction management and design of water/wastewater projects, roadways, sound walls, retaining walls and buildings. He has served as Project Manager, Resident Engineer, Construction Scheduler, Estimator and Construction Inspector. Jonathan has been responsible for roadway design and construction, storm water pollution prevention plan preparation and compliance, various other experiences. Jonathan is a highly effective manager with an extensive amount of experience and skills.

Water/Sewer/Utilities



STEPHEN MUTCH, PE, CCM, ASSOC. DBIA, QSD | SUBJECT MATTER SPECIALIST

Stephen has over 34 years of broad civil design and construction management experience for various types and sizes of public agency capital improvement projects and Federal facilities. His background includes environmental system design and operations, vertical building, heavy horizontal, and underground utility projects. Clients rely on his expertise in permitting, siting of facilities, project commissioning, coordination and oversight of design teams, stakeholder and third-party coordination, and environmental compliance. With Stephen's depth of experience in leading teams, he offers another level of redundancy in the overall program management of our team.

Park/Facilities



SUNIL MALLAIAH, MSCE, A. DBIA, LEED GA | SUBJECT MATTER SPECIALIST

Sunil is a civil engineer with over 25 years of construction and management experience, including work for the Port of Los Angeles, Los Angeles County Metropolitan Transportation Authority, Loyola Marymount University, as well as the Los Angeles Unified School District, for which he has managed over \$2 billion in capital improvement programs as their Regional Director of Construction. Sunil is based in the Santa Ana office of Anser. His technical abilities and project scheduling background allow him to identify issues early and initiate timely mitigation efforts. He emphasizes an in-depth understanding of contract specifications concerning quality and compliance, which reduces and mitigates potential impacts on the project and minimizes project costs.

Buildings



LUCAS RATHE, PE, QSD | SUBJECT MATTER SPECIALIST

Lucas is a multi-disciplined resident engineer and project manager who possesses the experience, lessons learned, and communication skills to lead and manage any construction project. Lucas has managed a large variety of construction projects of various sizes and scopes. Regardless of the cost, scope or complexity, Lucas implements the fundamentals of construction management to maintain safety, quality, schedule and compliance on any project. These fundamentals are rooted in communication and decision making for what is best for the project to move forward to maintain schedule, reduce risk, and maintain budget.

Road Infrastructure/ Bridges

D. Understanding of Need/ Schedule of Delivery

Anser will provide its best professional advice and consultation in a timely manner concerning construction management (CM), contract administration, planning, organizing, implementing, monitoring, and managing the construction of the City of Santa Ana's Capital improvement Projects. The City contemplates a substantial Capital Improvement Program over the next several years and the program will consist of a variety of construction projects.

Anser has reviewed the City of Santa Ana Capital Improvement Projects and has identified potential projects for the on-call Professional CM support services contracts. Projects are expected to include Street Improvements (improvement of pavement conditions, sidewalk and alleys), Traffic Improvements (evaluate traffic collisions and congestion, identify and map safe routes to schools, and provide walkable and bikeable streets), utility/drainage/lighting improvements (delivery of water and sanitary sewer services to the City's customers, address aging storm drain system and reduce storm water runoff), and City and park facilities (identifying deferred maintenance and capital projects to support facilities such as City Hall, Ross Annex, forty-seven (47) parks, six (6) joint-use facility sites, thirteen (13) community centers, two (2) tennis centers, five (5) municipal swimming pools, bicycle & recreational trails and the Santa Ana Zoo.

The City requires its on-call CM consultant to support the City, represent its interests, and lead the everyday efforts in the planning, entitlement, design, construction, and oversight of assigned projects for various Capital Improvements within the purview of the Public Works Department.

A successful project is achieved by fostering good relationships between project team members, including City staff, the design firm, and the Contractor. As the Owner's Representative, we will help establish good relationships with all team members, creating efficient chains of communication and treating all parties fairly and with respect. Our goal is for all parties to work cohesively as one project team to make sure that the project is constructed to the required quality, economic, and safety standards. Before we can accomplish these goals, we must first understand the viewpoints of not only the City but also, just as important, perspectives of the A&E firm. This allows us to analyze critical situations from all views and work with the project team to develop the best solutions throughout the project life cycle, from design to commissioning and close-out.

E. Relevant Project Experience

Water/Sewer/Utilities

- **City of Corona: Arantine Hills Sewer & Water Project** | Prime Water and Sewer Inspection Services



Anser has been providing inspection services for the Arantine Hills project for over a year. Project elements involve water and sewer pipelines, lift stations, reservoirs, streets, roadways, streetlights, facilities, parks, land development, and utility relocations.

In addition to providing inspection services, Anser staff coordinates with approximately five merchant builders that requires regular and constant communication to coordinate overlapping construction activities.

- **Wardlow Park Community Center Roof Replacement** (\$750K) 2023 - Current | Prime, JOC

This project will remove and replace the community center's existing gravel roof system, HVAC equipment and furnishings, including additional water drainage building improvements.



Anser will be providing construction management services throughout all phases of this project. Anser will provide part time support to manage site work and all project document control management for the City of Long Beach. Anser is currently awaiting additional project details to review plans and meet with the City to discuss finalized scope of work.

- **City of Corona: Keith 1220-Zone Potable Water Storage Tank and Pump Station Project** |
- **City of Huntington Beach: Slater Lift Station** | (\$4M)
- **City of Huntington Beach: Edwards/Varsity Water Main Replacement** | (\$1.8M)
- **City of Corona: Prado Dam Flood Inundation Utility Retro**

Parks

- **City of Long Beach: Davenport Park Phase II - Park Expansion** (\$8.4M) 2023 - 2024 | Prime, Construction Management



This project will expand upon the existing 5.5-acre park to 11.5 acres of total park area. The project will include a natural turf sports field, lighting, outdoor seating, fitness stations, walking trails, storm water improvements, new landscaping, and a new asphalt road and parking area.

This project is currently in the pre-construction phase and is part of a multiphase program to improve this site. Anser is actively providing preconstruction planning and construction management services.

- **City of Long Beach: El Dorado Park Artificial Turf Soccer Field** (\$3.1M) March - September 2021 | Multi-Prime, Project Management

The project provided an artificial turf soccer field with an integrated high pressure cooling system, new portable goals, new protective netting behind goal, and new decorative fencing. New ADA curb ramps, pathways, and parking was added. Landscaping and site improvements included trees, sod, irrigation, multiple retention basins, field drainage network, decorative etched boulders, sidewalks, parking lot speed bumps, and a new hydration station. The project also included adding a new City meter, backflow, and wi-fi landscape irrigation controllers. Anser completed \$1.2M under construction budget and on schedule and coordinated added scope for a new water meter and backflow assembly.



- **City of Long Beach: Admiral Kidd Park Playground Rebuild Phase 1** (\$750K) 2022 - Current | Prime, Construction Management
- **City of Long Beach: Recreation Park Playground Renovation** (\$1.9M) 2021 - 2022 | Prime, Project Management
- **San Gabriel Valley Council of Governments: Diamond Bar Golf Course Improvements**(\$40M)| Prime, Construction Management
- **Citywide ADA Parks Project** (\$440K) | Prime, Inspection Services
- **Citywide ADA Parks Project** (\$440K) | Prime, Inspection Services
- **San Diego: BayShore Bikeway-Barrio Logan Project** (\$18.4M) | Prime, Inspection Services

Buildings



- **City of Long Beach: Michelle Obama North Branch Library** (\$34.6M) 2012 - 2016 | Prime, Project Management

The new LEED Silver certified North Branch Library is a state-of-the-art 24,655 square-foot single-story facility incorporating a historic tower and associated site work and street improvements. The new library includes areas

for children, teens and adults, as well as three public community meeting spaces. Acting as an extension of City staff as the City's project manager, Anser staff was responsible for the overall successful completion of the project.

- **City of Los Angeles: LA Metro-Emergency Security Operations Center** (\$1.1M) Prime Construction Management

The project consists of a minimum 80,000-square-foot, four-story-tall building that will be built in phases. The first phase consists of the core and shell of the building with a minimum of 91 at-grade parking stalls, ground floor lobby, EOC, and new Security Operations Center (SOC) co-located on one floor. The second phase will include the tenant improvements for the Rail Operations center (ROC) and Bus Operations Center (BOC), and all associated work. The project will achieve a Leadership in Environmental and Energy Design (LEED) v.3 Gold certification at a minimum, with a target of LEED v.3 Platinum certification, incorporating sustainable design features where appropriate, to minimize non-renewable energy consumption, reduce waste, and conserve water.



- **City of Long Beach: Emergency and Communication Center** (\$38.2M) Prime Construction
- **City of Long Beach: Scherer Park Community Center Renovation** (\$1.5M) 2022 - Current | Prime, Construction Management
- **City of Murrieta: Murrieta Senior Center Improvements Project** (\$400K) | Prime, Construction Management
- **City of Murrieta: CIP 21-04 Fire Station No. 5** (\$8.6M) | Prime Construction Management, Inspection Services
- **City of Signal Hill: Police Station & Emergency Operations Center** (\$9.1M) | Prime Construction Management

Road Infrastructure/Bridges

- **City Of San Bernardino: Traffic Signal Hardware Upgrade** | Project Cost: NTE \$3.79M | 2022 - 2023



Anser was recently selected by the City of San Bernardino to provide construction management, inspection, and source inspection services for the upgrades to various traffic signal hardware at 224 signalized intersections, in partnership with the City’s Public Works/Engineering Division. Through HSIP Cycle 9 funding, the City received grants to upgrade Various Signal Hardware at 224 Signalized Intersections on Various

Arterials. This project will enhance traffic safety Citywide. Environmental clearance was completed in early 2021, and the construction contract was awarded in December 2021.

- **City of Murrieta: Jackson Avenue Widening, Extension, and Bridge Project** (\$8M) | Prime, Construction Management



Construction of the structural concrete support components of this 195’ cast-in-place arch-culvert structure, consisting of six 24’ wide arch cells that extend over Warm Springs Creek at the City of Murrieta’s border with Temecula. This 12-month project connected Murrieta’s Jackson Avenue with Temecula’s Ynez Road and replaced the existing “Arizona Crossing.” Responsibilities included daily observation, documentation, and digital recording of the erection of the concrete falsework and formwork, steel rebar installation, structural concrete placement, scheduling of concrete material sampling and testing, quality control monitoring and logging of concrete materials, pour dates, and laboratory test break results, organization of applicable RFI’s, and submittals, concrete pour schedule review, and coordination with the design engineer, City Project Manager, and City Engineer.

- **San Diego Association Of Governments (SANDAG), I-805/SR-94 Transit Only Lane** Project Cost: \$3M | Timeline: 2020 - 2021
- **Coachella Valley: CV Link Multi-Modal Transportation Facility** | Project Cost: \$100M | 2020 - 2024
- **City of Irvine: Irvine Boulevard Improvements** (\$12M) | Prime, Inspection Services
- **Riverside County: Avenue 66 Grade Separation** (\$35M) 2019 - 2022 | Prime, Construction Management/Inspection Services
- **City of Irvine: Five Points Development** (\$150M) | Prime, Inspection Services
- **SBCTA: North First Avenue Bridge** | Prime Construction Management

Client	Project	Contact
City of Corona, CA Jeff Nelson, Public Works Superintendent	On-Call Project Management, Construction Management, and Inspection	(951) 817-5741 Jeff.nelson@ coronaca.gov
City of Oceanside, CA Paul Pham, City Development Engineer	Land Development	(760) 435-5030 ppham@oceansideca. org
City of Murrieta, CA Jeffrey Hitch, PE, Principal Engineer	On-Call Project Management, Construction Management, Inspection, and Labor Compliance	(951) 461-6076 jhitch@muriettaca. gov
City of Temecula, CA Nick Minicilli, Senior Traffic Engineer	As-Needed Construction Management and Inspection Services	(951) 693-3917 Nick.minicilli@ temecula.gov
City of Irvine, CA Alex Salazar, PE, CIP, Administrator	As-Needed Project Management, Construction, Management, Inspection, and Administrative Services	(949) 724-6442 asalazar@cityofirvine. org
County of Riverside Transportation Department (RCTD) Elmer Datuin, Materials Manager	On-Call Construction Management Services	(951) 850-6068 edatuin@rivco.org
City of Menifee, CA Carlos Geronimo, PE, Principal Engineer	On-Call Project Management, Construction Management, Inspection, and Labor Compliance	(951) 672-6777 cgeronimo@ cityofmenifee.us

1. Resident Engineer/ Administrator

Anser services cover the capital development cycle from planning through construction and closeout. Our services begin with early phase strategic, organizational, and program planning and continue through managing the tactical execution of each project or initiative. We operate nationally with a diverse, talented staff of over 1,200 professionals. However, we leverage our local offices to support Southern California clients; our office located in Santa Ana possesses over 200 employees, including construction managers, program and project managers, inspectors, schedulers, architects, engineers, estimators, management consultants, claim specialists, financial analysts, procurement specialists, system configuration specialists, and construction auditors. Our firm has provided staff who live in the area and contribute to the City and surrounding area. Anser has a strong advantage in servicing the City of Santa Ana's needs for long-term and short-term assignments. In staffing our team, we have assigned key personnel within the firm who have proven track records in successfully delivering these services to the City of Santa Ana and others. This results in Anser providing excellent local knowledge to the City with trouble-free results.

We at Anser propose a unified team representing some of the industry's best project management professionals for this contract. The majority of the Anser team members listed have worked together previously on contracts with other Cities and Agencies.



2. Bid Analysis

Anser recognizes that the City will take the lead during the bid phase of the project. While we believe that our constructability review should minimize questions to the plans and specifications during the bid phase, Anser will be prepared to help respond to any bidder questions regarding questions on the plans or specifications. Anser will provide clear and concise responses to the bidder questions which the City can use to respond in an amendment to the bid. Our project planning and approach are focused on minimizing risk of cost and schedule impacts by implementing a thorough constructability/ coordination review prior to the release of the bid documents Anser will assist the city with the final preparation of the construction documents in preparation for bidding. This support will include assistance with any pre job walks, review and response to bidders questions, review of contractors bids and we will make recommendations on the selection of the successful bidder.

3. Staff Reports

Anser will review the Construction Plans at key milestone dates to confirm that all major features of the design are progressing in accordance with Value Engineering decisions. A formal constructability review will be completed at this point to flag any discrepancies between documents and to verify the design is buildable. Anser will make sure comments provided during previous reviews are incorporated as well. In support of Bid Document preparation, Anser will perform a final verification that all constructability review and City comments have been addressed and incorporated.

4. General Construction Administration

Pre-Construction Meeting & Schedule Review

A Pre-construction Scheduling Conference will be held with the City, design team, contractor, and all applicable stakeholders to discuss the project. We will review the proposed baseline schedule with the contractor during such time. At that time, we want to understand the approach to the sequencing of work and minimize resubmissions of the baseline schedule. Opportunities to reduce the overall schedule and reduce the risk of schedule delays will be discussed. It is imperative to the project's success for the parties to agree upon a reasonable baseline schedule; this is the basis of regularly evaluating progress and apportioning responsibility for any delays.

Weekly Meetings

Anser will schedule and chair weekly progress meetings with the City, contractor, designer, and all applicable stakeholders to the project. The weekly meetings will include, at a minimum, the following items: comments on previous meeting minutes, health and safety issues, weather and SWPPP and AQMD, contract financial status, progress and schedule review, including four-week look-ahead schedule, submittal and RFI review, schedule QA/QC activities, QA/QC results and discussion of any key observations, (i.e., test failures and how they will be addressed) and any task-specific issues.

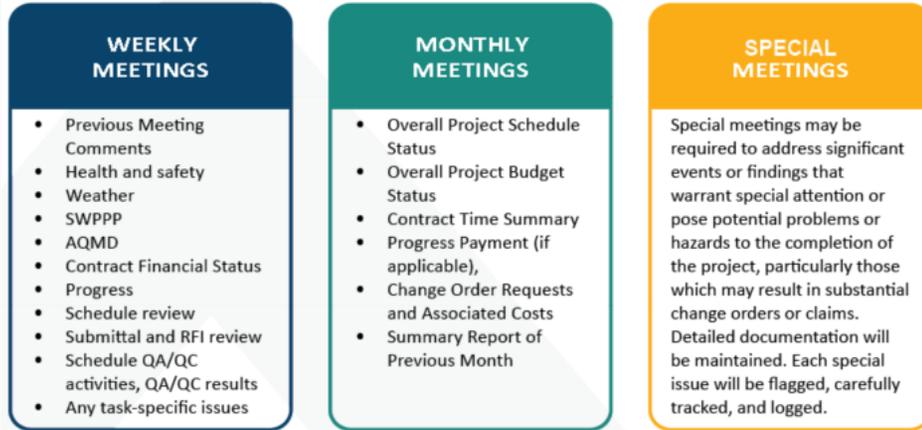


Monthly Meetings

Monthly Cost and Schedule Update Meetings will be held and will include at a minimum the following items: overall project schedule status, overall project budget status, contract time summary to date, progress payment (if applicable), change order requests, and associated costs. A monthly report summarizing the above will be issued with each meeting.

Special Meetings

Special meetings may be required to address significant events or findings during construction that warrant special attention or pose potential problems or hazards to the completion of the project, particularly those which may result in significant change orders or claims. Special issues will be discussed as they arise and will also be addressed during the weekly construction progress meetings. Anser will promptly investigate each special issue and make recommendations as to a possible resolution. When and if a particular matter is in dispute, early identification and settlement of conflicting issues will be sought by conferring with the A&E firm and Contractor and, if necessary, resolution meetings will be scheduled. Detailed documentation will be maintained. Each special issue will be flagged, carefully tracked, and logged. Periodic summaries of special issues, including the disposition of each, will be generated and used for discussion with the City and during weekly progress meetings.



Progress Reports

Anser will submit monthly progress reports to the City for review. This report will give a comprehensive overview of the project financials, schedule, change orders, and project risks. Additionally, this report will detail major milestone activities achieved for the past month, as well as planned activities for the following month.

Project Administration and Document Control

The Anser team understands that for the City to receive full funding reimbursement for any federally funded projects, our team will have to create and maintain hundreds of documents throughout the life of each project duration to provide proof that the project was administered in accordance with State and Federal guidelines.

There are several reports that the construction management team will prepare for both the overall project team as well as the contractor. The reports below are some of the necessary reports to keep a record of the project as well as notify the contractor, City, and third-party personnel of project information, issues, and concerns.

As-built Documents and Project Records

Throughout the project, we will keep and maintain redlined (as-built) project plans and specifications documenting all changes during construction. At project closeout phase, we will review Contractor’s redlined as-built plans and specifications submittal in comparison with our as-built plans and specifications prior to sending Contractor’s submittals to the Design Consultant. After receiving record documents from Design Consultant, we will verify all record documents and record these documents to City project records. We will obtain and turn over all other project closeout documents, O&M manuals and all closeout deliverables as required in Construction Contract Documents. We will coordinate with the Design Consultant to review and accept project closeout documents.



Schedule Control and Risk Mitigation

Anser practices a style of construction contract administration called active risk mitigation management that emphasizes implementing best practices, recognizing change, actively managing risk mitigation (i.e., averting claims), and maintaining comprehensive progress documentation. Anser has a proven track record of proactively helping public agencies mitigate and resolve disputes during the construction period. Anser strongly advocates the use of the project critical path method (CPM) schedule as the primary tool for collaborative planning and coordination with the general contractor, documenting and reporting progress, scenario-testing, decision-making, and measuring delays. Throughout the project, Anser will review, analyze, and comment on the

Contractor’s weekly and monthly updates submitted. Anser will closely monitor the Contractor’s activities and make sure that the field activities and the duration of those activities match the information presented in the construction schedule. Any deviations should be incorporated into the Contractor’s subsequent monthly update. This includes the cause of the delay, the duration of the delay, the corrective action planned by the contractor, and the budget and schedule impacts on the City.

Permitting

Our experience with permitting projects will allow our staff to closely monitor the progress of the design through the permitting phases. This is considered with local agencies and potentially with the state architect. The need to address the various agencies in the permitting phase is critical to make sure that we take advantage of every opportunity. Hence, you get the project out to bid as soon as possible and keep the various permitting phases from slowing down the work’s design, pre-bid, and construction phases.

5. Submittal/ RFI Review & Processing

The Anser team reviews, investigates, and recommends action on submittals and information based on information presented in the Contract plans and specifications. We are experienced and comfortable coordinating with project designers and structures representatives on design related RFIs and submittals. RFIs impacting the design or contract of a project are always reviewed with the engineer of record prior to a response being issued to the Contractor. Our approach is that the response should meet the terms of the contract unless the proposed solution is an overall benefit to the project. Submittal and RFI logs will be developed and maintained, and all RFIs and submittals are logged and tracked according to when they are received from and returned to the contractor and their approval or answer status. In addition, a list of required submittals based on the contract documents is developed for each project to assist both the construction management team and contractor in providing timely submittals and reviews, so as not to delay the work.

6. Constructability Review

Design Phase

Upon contract award, our Project Manager will lead a series of kick-off meetings with the City and the design firm. The kick-off meetings will provide an opportunity to align on the project scope, communication protocols, project risk, safety, security, and schedule. They will also be a pivotal opportunity to level-set the roles and responsibilities between the City, Anser, and the design firm.

A successful project is centered around four key principles: collaboration, cooperation, communication, and chemistry. A clear understanding of all team’s primary responsibilities and interrelationships is critical and must be identified early.

Anser can assist in developing a Responsibility Assignment (RACI) Chart. We can use our RACI Chart to track stakeholder commitments and obligations as contained in all applicable agreements by using team member responsibilities and functional relationship skills to set forth the project objectives and team control mechanisms.

ROLE		PLANNING & DEFINITION			EXECUTION				IMPLEMENTATION & CLOSURE		
R	A	Project Management Plan	Stakeholder Engagement	Questionnaire	Site Visit	Infrastructure Identification & Upgrades	Cost Estimation	Alternatives Analysis	Investment Plan	Draft Deliverable Review	Final Deliverable
C	I										
County Project Team	C	A	C	C	I	C	C	C	A	I	
Anser Project Manager	A	R	I	A	A	A	A	A	I	A	
Anser Project Team	R	C	R	R	R	R	R	R	R	R	R
SME (Utility Programs)	C	C	C	R	R	R	R	C	C	I	C
SME (Grants)	C	C	R	C	C	C	C	C	I	C	
Facilities Management	I				C	I	I	I		C	I
AHI	I				C	I		I		C	I
Utility Rebate/ Incentive Staff	I	I	A		C	I	C	I	I	C	I
Network Service Providers	C				C	I	C			C	I

Design Development

In this phase, the Anser team will lead Design Development meetings to help guide the design firm, review design documents and offer recommendations representing the City’s interests. We will assist with periodic design reviews to verify technical accuracy in conjunction with the design team. A value engineering (VE) and constructability workshop will be organized with the design team to confirm the design is biddable, constructible, and cost-effective. This workshop will also identify discrepancies between drawings, which can help minimize future change orders. Anser will provide a formal report approving design development documents at this stage and an updated independent cost estimate (ICE) incorporating any value engineering (VE) options from the workshop. Anser will also review and approve the draft bid packages completed by the design firm.

Construction Plans & Documents

In this phase, Anser will review the construction plans at key milestone dates to confirm that all major features of the design are progressing in accordance with value engineering decisions made in the previous phase. A formal constructability review will be completed at this point to flag any discrepancies between documents and to verify the design is build-able. Anser will make sure comments provided during previous reviews are incorporated as well. In support of Bid Document preparation, Anser will perform a final verification that all constructability review and City comments have been addressed and incorporated.

Constructability Review

The Anser team firmly believes in the ongoing review of the project documents during this phase. These reviews provide a structured format to evaluate the project plans technical specifications, contract documents, and bid schedule which are all critical in supporting construction. These documents must be coordinated so the future contractor understands the project's requirements. This effort will reduce project impacts and save time and money during construction. Anser utilizes Bluebeam Revu™ software for its constructability review comments on the project plans and specifications. Anser will mark up a set of plans on the PDF editor as shown in the example drawing. There are two benefits with this software which can improve efficiency and reduce review times between the project team.

First, we can place the drawings in a cloud-based server where multiple team members can comment directly on the PDF. This will allow simultaneous reviews rather than back and forth commenting between the team. Second, once all the comments are compiled on the marked-up PDF set, the software can export a review sheet which clearly identifies the page number, comment and most importantly a picture of the item being discussed. This report is to supplement or replace the excel spreadsheet typically issued as the tracking log for the constructability comments. When reviewing comments, there is no need for a set of plans and excel sheet. This report will combine both and make for more efficient, productive meetings with the team. Additional sketches and drawing details containing recommendations for package improvements will be provided to supplement the comment log to ensure clarity. The comment/response log will be supplemented with full-size sheet plans with markups for each project. Anser very successfully utilized this system when completing reviews on all of our projects with very positive feedback from all parties.

7. Change Order Review

In the construction industry, change can cause costly delays and challenge the team from fulfilling contractual obligations. At Anser Advisory, we understand that changes in the requirements of a project, the availability of resources and other unforeseen conditions can create real problems for your construction project. The combination of our construction manager and Cost Estimating Group has the proven experience and the expertise you need to help you navigate these issues and to provide you with the change order analysis you need to determine the changes have merit and are fair and reasonable so that costs are kept under control.

Directed changes are typically originated by the client to add, remove, or alter a portion of the contract. These changes must be agreed upon by both or all parties to the contract. We assist our clients in resolving all change orders, regardless of the reason so that the client is aware of the fair and reasonableness of any change order requests for the program. The Anser team can provide you with guidance on the legitimacy/merit of the change order as well as if the cost is fair and reasonable. We provide you with the most effective strategies to address cost issues and to ensure that your project is completed on time. Our change order evaluation team can assist you to identify the most appropriate solutions and the best way to approach potential change related issues.

We take pride in helping our clients receive fair and reasonable change order pricing while achieving greater productivity on their project in a competitive marketplace. Our goal is always to add value to the program's bottom line. If you need help in figuring out change orders and ensuring the most cost-effective solutions for these unexpected situations, we have the experience and can help with the best options in the industry.

8. Safety

Safety will be a significant focus for our entire field management team. Safety is the prime responsibility of the general contractor and its subcontractors. As such, they will be required to provide a site-specific health and safety plan which is to include OSHA guidelines. If, during a site inspection, a perceived safety violation is occurring or has occurred, the team will immediately notify the general contractor of the safety violation for immediate action. A safety log will be maintained and discussed at each progress meeting to verify safety violations are addressed immediately and not made again. Our field management staff have been trained and will monitor for safety standards, and all possess a minimum of OSHA 10-hour training.



9. Progress Payments

Upon submittal of the Contractor's monthly invoice, Anser will verify work performed during that period and compare it against the approved schedule of values. Anser will resolve discrepancies with the Contractor and once verified and agreed upon, will process the payment application through the Owner's process. Anser will make a written recommendation for payment to the City.

10. Inspections

Anser offers experienced and qualified inspectors with extensive experience with Greenbook, CalOSHA, and Work Area Traffic Control Handbook (WATCH) standards, and California Building Code (CBC). Our proposed inspectors, will provide daily on-site observation and inspection of required materials, equipment, and methods of construction and assure that the project remains in compliance with all contract documents, permits and regulations. Our daily inspection reports discuss conversations, labor, equipment, and work completed during the shift as well as adherence to the compliance aspects of the Contract backed up with photographs.

Anser's inspectors are equipped with:



- Vehicles with beacons
- Levels
- Measuring tapes
- Cameras
- Laptops

Our work plan is to eliminate surprises to the City by being proactive in working with the Contractor to identify and resolve deficiencies or problems as quickly as possible at the field level. Our inspectors will utilize the 3 week-look-ahead-schedule to properly advance the construction effort by looking ahead, and by assisting the Contractor in resolving issues before they become problems. All work will be inspected for conformance with contract plans, specifications, and current specified and standards. Inspection documentation, processes, materials testing, and quality assurance will all be in accordance with our Quality Assurance Workplan.

Comprehensive and accurate daily records of field activities become the go-to document when a dispute comes to light. Early recognition of an issue allows added opportunities for resolution. If extra work is required, accurate documentation is critical to determine the actual costs incurred and come to an accurate evaluation of cost. When disputed work is not resolved by change order, it must continue under a potential claim. In this case, the Anser Team will create a file number to track the Contractor's effort with added scrutiny. Accurate documentation of manpower, equipment, and materials will allow us to disallow or minimize the cost of disputed extra work.

Coordinate QA/QC & Inspection Activities

Anser will provide continuous QA Inspection per the Contract Documents. The contractor's activities, material deliveries, equipment and work force will be tracked on a daily basis and reviewed for compliance with the approved plans and specifications.

Anser will coordinate and set up meetings or other activities othas necessary to make sure that QA/QC procedures are followed, and deficiencies are resolved in a timely and efficient manner. Anser will assist with coordinating the scheduling of Construction Inspectors and track visits, approvals and deficiencies from the start of construction through issuance of the Certificate of Occupancy.

Initiate & Maintain Photo Documentation

Photo documentation is very important to record progress on site. Photo documentation will be done regularly from agreed upon vantage points throughout the project site to establish a progress history. We utilize digital cameras to take photographs on an as needed basis to document daily activities, deficiencies, irregularities and as-built conditions. All digital photographs will be logged and placed in an electronic photo album on SharePoint.

As an enhancement to traditional photo documentation, at the option of the City, Anser can utilize 360 degree image capturing during the course of construction. 360 capture technology gives the distinct advantage of knowing that the project is being fully captured at all stages of construction. Anser has found immense value in such software and the return on investment has nearly always exceeded the software costs as it has resolved multiple disputes which otherwise may have resulted in costly claims.

360° View



11. Claims

Anser's goal is to resolve disputes at the field level as much as possible by facilitating an understanding of the contractual obligations and providing creative opportunities to achieve win-win outcomes. If appropriate, we will work with the contractor to come to a fair and reasonable settlement of the issues, which are acceptable to all parties. Anser believes in and practices proactive communication and proactive management, which promotes collaboration on the job and we will make every attempt to resolve issues before they become disputes. We will vigorously defend the interests of the City and explicitly enforce the contract documents. Our team employs claims experts with a proven track record with public agencies on projects of all sizes. The Anser team brings valuable "lessons learned" and advice on resolving and mitigating potential contractor claims.

The Anser team provides two key differentiators that deliver particular value to our clients: First, our team is dedicated to “Project First” thinking. This means that we consistently observe the best interests of the project in every action. Second, we practice a style of contract administration that emphasizes the implementation of best practices, recognizing change, mitigating risk (i.e. averting claims), and maintaining comprehensive progress documentation.

12. Prevailing Wage/ Labor Compliance

Certified Payroll Records

Pacifica will monitor and review weekly certified payroll records, labor compliance forms, and one-time submittals and to monitor and ensure timely submittal of weekly payroll records, in compliance with the following regulatory drivers:

State Prevailing Wage Determinations

Pacifica will ensure that the selected Contractor complies with all applicable State Prevailing Wage requirements for all work covered by the Department of Industrial Relations (DIR), which includes but is not limited to non-traditional craft work such as Land Surveying, Fields Soils and Materials Testing, Commissioning, and Inspection Services. Pacifica shall verify the selected Contractor’s compliance with new requirements, such as legislation SB 854, as well as new scopes of work and trade classifications issued by the DIR. Our team will also be requesting, as needed, worker canceled checks or additional documentation that confirms of payment of Prevailing Wages (both Basic Hourly Rate and Fringe Benefits).

Federal Davis-Bacon Related Acts (DBRAs)

For contracts that have both State and Federal funding, we will coordinate with the City for verification of bidding information and documents to ensure that the correct applicable federal Wage Decision was included at the time of bid. Additionally, our team will perform a courtesy check to ensure that any federal Wage Decision Modifications issued within ten (10) days of the Construction RFP’s bid due date is applied to the project accordingly pursuant to Federal 29 CFR Section 1.6(c)(3).

During construction of a federally funded project, our team will be ensuring monitoring payment of both State Prevailing Wage and Federal Wage Decisions as well as related Federal Wage Modifications by including both wage types within the Contractor Compliance packet that will be provided to all contractors performing on the project.

Should there be a difference between the state and federal prevailing wages rates for a similar or equal classification of labor, the Contractor shall pay not less than the higher wage rate. Additionally, Pacifica will work with the Prime Contractor and the City for any federal conformances for trade classifications (i.e. Land Surveying) that are not published within federal wage decisions but are published with State Prevailing Wage determinations. Our team will provide the City with status updates as necessary for any conformances.

Payment of Fringe Benefits portion of Prevailing Wages

At minimum, all contractors performing on a public works project will be required to provide proof of payment of Fringe Benefits contributions for at least one reporting period month in which work was by the contractor. Acceptable forms of Fringe Benefit payment confirmation include but are not limited to worker canceled checks (front and back), Financial Statement for a credit banking institution, Union Employer Contribution Reports and Union Status Letters with corresponding canceled checks, and/or online payment confirmation of Training portion to the California Apprenticeship Council (CAC), applicable Union Trust Fund, or State approved apprentice program noted on the Division of Apprenticeship Standards (DAS) section of the DIR website.

Employee Field Interviews & Site Visits

To proactively address any potential labor issues early on, Pacifica proposes conducting monthly field interviews during integral phases of the construction schedule. Pacifica will secure the Construction Schedule from the Contractor and/or the City’s designated Project Manager and with best efforts, coordinate on-site field interviews within the first week or month of work performed. Pacifica will verify the Construction Schedule throughout the project to coordinate on-site field interviews for various trade crafts mobilizing on-site for the first time (i.e. strippers, roofers, painters).

Additional field interviews can be conducted for any of the following reasons:

- Formal and Informal Working Complaints;
- Discrepancies identified in Contractors’ submittals of required forms, as well as Contractor Certified Payroll Records indicating possible violation(s);
- Funding Source requirements (i.e. Grants); and
- At the request of the City.



Discrepancy Notifications

As noted above, Pacifica's proposed team will conduct Employee Field Interviews and verify worker information against Certified Payroll Records submitted by the selected Contractor and their Subcontractors, to ensure compliance with all state and federal regulations, laws, and provisions. Upon review of Contractor submitted documentation via U.S. Mail, and/or third-party electronic system. Pacifica shall develop, prepare, and electronically issue monthly Compliance Discrepancy Notifications and corrective action measures to the Contractor for immediate action and resolution, as necessary. Pacifica will inform the City of all Contractor delinquent requirements, suspected violations, and underpayment of workers.

13. CWA Compliance

Anser will monitor and enforce the City's Community Workforce Agreement forms and requirements to ensure compliance. We will do so with our weekly progress reports, and will also provide those in our monthly reports. We have the necessary staff to monitor compliance and give accurate reports to assist the contractors in achieving the CWA goal.

14. Project Closeout

Our goal for the Project Closeout phase is to provide the City with a complete, value-added, set of documents and tools to manage your projects well into the future. We will make sure the quality of the final output is aligned with the project requirements and your vision. We will perform project closeout in compliance with the Construction Contract Documents.



Preliminary and Final Punch Lists

We will conduct inspections of the Project site to determine dates of substantial completion. We will continuously coordinate with all project stakeholders, so we have preliminary and final punch list walks documented that comply with the Construction Contract Documents. Throughout the project, we will communicate efficiently with the Design Consultant so that we have the preliminary and final punch lists prepared and delivered to the Contractor. As the Construction Manager, it is our responsibility to communicate with both the designer and the contractor. We will monitor and ensure that the Contractor addresses all punch list items in compliance with Construction Contract Documents and Design Consultant's comments and

recommendations.

Finally, we will review written guarantees and related documents assembled by Contractor and shall recommend to Project Manager the issuance of the final certificate for payment.

As-built Documents and Project Records

Throughout the project, we will keep and maintain redlined (as-built) project plans and specifications documenting all changes during construction. At project closeout phase, we will review Contractor's redlined as-built plans and specifications submittal in comparison with our as-built plans and specifications prior to sending Contractor's submittals to the Design Consultant. After receiving record documents from Design Consultant, we will verify all record documents and record these documents to City project records. We will obtain and turn over all other project closeout documents, O&M manuals and all closeout deliverables as required in Construction Contract Documents. We will coordinate with the Design Consultant to review and accept project closeout documents.

Final Payment

When the contractor has notified Anser and has confirmed that all punch list items are complete, we will make a recommendation, in writing to the City, in connection with the final payment to the contractor. To support this recommendation, Anser will assemble all documents relating to final payment, including retention, unresolved change orders, and unpaid invoices, for approval by the owner. Once approval is received for the final payment, which resolves all outstanding financial obligations with the Contractor, the payment is processed, and the contract closed. If the Contractor requests any claims or adjustments, the contract cannot be closed until these are completely resolved.

Final Cost Report

Anser will summarize total project costs in a final report, listing all change orders, and identifying any unresolved issues, which may have a post-construction cost impact, such as a claim or other dispute. Anser will communicate this information in a summary narrative, including assumptions on any post construction cost impacts, and support this information with a cost and change spreadsheet of final project accounting.

Operation and Maintenance (O&M) Manuals and Training

In coordination with the Contractor and design firm, Anser will prepare and submit all O&M manuals and training program documentation and confirm all specified training programs for the City's staff are completed

per the contract requirements. The specifications will address the systems and subsystems for which manuals and training are required, the media for these materials, quantity, schedule, formatting standards, and other detailed requirements. Anser will document all closeout procedures, tests, training, and documentation in the Project Management Plan and submit a finalized Plan to the City.

Notice of Completion

We will provide a recommendation to the City on Notice of Completion (NOC) date, prepare a NOC document, and record the NOC with the City at the end of the project.

Project Acceptance and Turnover

Finally, we will collect, prepare, and submit to the City all Project documentation, electronic files, brochures, material records, final as-built plans from Contractor, warranties, operations and maintenance manuals, final punch-list, and all other closeout documents to turn-over a successful Project to the City.

15. Community Outreach

Our proactive approach to communication and community engagement assists and supplements the City's efforts to best provide transparency and enable holistic support for your the project. Our members of our CM team will be able to attend and co-lead a pre-construction meeting with the community to discuss the major anticipated construction impacts. Our PM and PIC will coordinate with the city's community liaison and communicate with the community regarding impacts related to the construction project.

Anser will also be working with **MBI Media** to assist with our marketing and outreach needs within the community. With more than 34 years of expertise, MBI has taken part in some of California's most high-profile projects, facilitating community dialogue about complex and sensitive issues throughout the region. Our team of professionals is made up of individuals with diverse various cultural backgrounds, allowing MBI to provide a wide range of services that are strategic, innovative, and effective.

These services range from public outreach, community and stakeholder engagement, Virtual Meeting Rooms (VMRs), media relations, campaign development, and branding that are supported by our industry-leading, in-house design studios, which specialize in graphic design, digital photography, web design, video production, and 3-D animation, along



with technical writing, copy editing and copywriting. We bridge the gap in communications for our clients and engage with Southern California communities that are large and small, contentious and exuberant, multicultural and multilingual.

16. Federal Requirements

The Anser team is familiar with preparing all the financial and bid documents in accordance with LAPM Chapter 15 "Advertise and Award Project". We will utilize the checklists (15-A; 15-B; and 15-C) from the chapter to verify that critical contract items, such as Prevailing Wage Rates, FHWA-1273, DBE commitment/goals, permits, right-of-way acquisition, and Caltrans Authorizations to Advertise (E-76) are completed. Our team will also prepare a Quality Control Management Plan (QMP) that outlines our testing frequencies and processes to ensure material and construction quality as well as a Source Inspection Quality Management Plan (SIQMP) that will outline inspection and release procedures for specialty fabricated items such as post tension assemblies, light poles, and bearing pads. The LAPM submittals, QMP, and SIQMP will be given to the Caltrans Local Assistance Engineer to review and concur with the advertisement of the project.

Contract Administration

Administering the contract includes managing and meeting all contractual Commitments while allowing the contractor to focus on completing the project without unnecessary delay or cost. Parties to these related commitments include Caltrans Local Assistance, Cities, various permitting agencies, affected utilities, the design team, and associated funding agreements. We adhere to the Caltrans Local Assistance Procedures Manual (LAPM). All materials and work performed will be documented through daily diaries, logs, reports, certificates, and all required forms to ensure all cooperative agreement, permit, and funding requirements are met.

Document Control and Filing

The Anser team understands that for the City to receive full funding reimbursement for any federally funded projects, our team will have to create and maintain hundreds of documents throughout each project duration to provide proof that the project was administered in accordance with State and Federal guidelines. The requirements of the Caltrans LAPM provide the minimum filing system that we must adhere to, but most of the proposed City projects are large and complex in nature and the full 63-category filing system established

in the Caltrans Construction Manual will be implemented. The Anser team has several office engineers and administrators who are experienced in utilizing the Caltrans filing system and will establish and maintain the documents such that they are accessible, orderly, and retrievable at any time for the Anser team, City, Caltrans, and auditing personnel.

a. Anticipated Approach

A successful project is achieved by fostering good relationships between project team members, including City staff, the design firm, and the Contractor. As the Owner's Representative, we will help establish good relationships with all team members, creating efficient chains of communication and treating all parties fairly and with respect. Our goal is for all parties to work cohesively as one project team to make sure that the project is constructed to the required quality, economic, and safety standards. Before we can accomplish these goals, we must first understand the viewpoints of not only the City but also, just as important, perspectives of the A&E firm. This allows us to analyze critical situations from all views and work with the project team to develop the best solutions throughout the project lifecycle, from design to commissioning and close-out.

b. Necessary Tasks for Successful Completion

Anser's CM will be the main point of contact for the city during the construction phase of the project. The CM will maintain all required project logs RFIs submittals change orders design bulletins as built documents pay applications.

Anser's CM will be responsible for execution of the construction phase of the assigned project reporting directly to the project manager. In this role the CM will be the eyes and the ears for the PM addressing many similar issues at field level such as monitoring schedule construction activities quality control and budgets.

Field Observations - the CM will closely monitor the construction team and ensure that all parties are working collaboratively and optimally. If a conflict arises, the CM should reach out to the project manager to help resolve the conflict.

Monitoring Budgets, Reporting - the CM will monitor the construction contract to ensure that the contractor is following all requirements identified there. These tasks also include monitoring the construction budget schedule labor compliance. The CM will also review the payment application from the contractor before making final recommendations and approval for this PM's review.

Coordination - the CM will also be responsible for coordinating between various city agencies and departments as well as outside third-party permitting agencies to ensure compliance with all of the contract and permitting/inspection requirements. The CM must be knowledgeable of the plans and specifications and have experience dealing with multiple tasks and be able to coordinate effectively to ensure a positive project outcome.

c. Deliverables

The lifeblood of any project is the field inspectors. For the Construction Manager, the inspection staff are the eyes and ears of the progress in the field and are first to identify any issues that pertain to quality or compliance with the contract. The Anser team has a robust team of road infrastructure and bridges, facilities and structures, landscape, park, drainage, and utility inspectors to support each City project.

Anser will ensure that our field inspectors are prepared with both hard and electronic copies of plans, contact lists, copies of applicable specifications, and standard plans, and have a full understanding of the scope of work they are about to inspect. The assigned Construction Manager will be responsible to sit down with each new inspector and give them an indoctrination on safety, quality, compliance, traffic control, and any other information they will need for their assignment.

In addition, each inspector will be equipped with the tools required to do their job. These tools include a vehicle with safety lighting, PPE, a laptop or iPad for their daily reports, a cell phone, and a camera. Anser inspectors always carry a tape measure with them, as well as a notebook and pen. These are the standard tools of an inspector and must always be in the possession of the inspector. Other tools that our inspectors will be equipped with are a builders/laser level, straight edge, measuring wheel, string lines, and stakes.

Our inspectors are ready to provide continuous inspection during the standard eight-hour shift, but we recognize that the contractor's shift times may vary due to the time of year or special operations. The Anser team will provide



inspection support during all the contractor's shifts.

d. Suggestions or Special Concerns

When it comes to project management, construction management, and inspection of capital improvement projects in the City of Santa Ana, there are several suggestions and special concerns to keep in mind. These considerations are vital to ensure the success and timely completion of projects while adhering to safety standards and legal requirements.

Below are some key points to consider:

1. Thorough Planning and Scope Definition:

Before starting any capital improvement project, conduct a detailed planning phase to define the project scope, objectives, budget, and timeline. Engage with stakeholders, including residents, businesses, and other relevant authorities, to understand their needs and concerns.

2. Legal and Regulatory Compliance:

Ensure that all projects comply with local, state, and federal regulations, including building codes, environmental regulations, and safety standards. Obtain all necessary permits and approvals before commencing any construction activities.

3. Risk Assessment and Mitigation:

Conduct a thorough risk assessment for each project to identify potential risks and challenges. Develop effective risk mitigation strategies to minimize the impact of potential issues on the project.

4. Budget and Cost Management:

Implement effective cost control measures to keep the project within budget constraints. Monitor expenses closely and identify any cost overruns early on to take corrective actions promptly.

5. Stakeholder Communication:

Maintain open and transparent communication with all stakeholders throughout the project lifecycle. Regularly update them on project progress, potential disruptions, and any changes to the schedule or scope.

6. Quality Assurance and Control:

Implement a robust quality assurance and control program to ensure that construction work meets the required standards and specifications. Conduct inspections at various stages to catch and rectify any defects or issues.

7. Safety Measures:

Place a strong emphasis on safety during construction. Ensure that all workers are properly trained, follow safety protocols, and use appropriate personal protective equipment (PPE). Regular safety audits and training sessions should be conducted.

8. Environmental Impact:

Capital improvement projects can have environmental implications. Consider sustainable practices, such as green building materials, energy-efficient designs, and waste reduction strategies, to minimize the project's ecological footprint.

9. Community Impact and Engagement:

Keep the local community informed about the project's progress, timelines, and potential disruptions. Address any concerns they may have and involve them in the decision-making process when appropriate.

10. Project Tracking and Reporting:

Implement a robust project tracking and reporting system to monitor progress, identify deviations from the plan, and take corrective actions in a timely manner.

11. Collaboration and Coordination:

Encourage collaboration and coordination among different project teams and contractors to ensure smooth execution of the project.

12. Lessons Learned:

After project completion, conduct a post-project review to identify lessons learned and best practices. Use this feedback to improve future capital improvement projects.

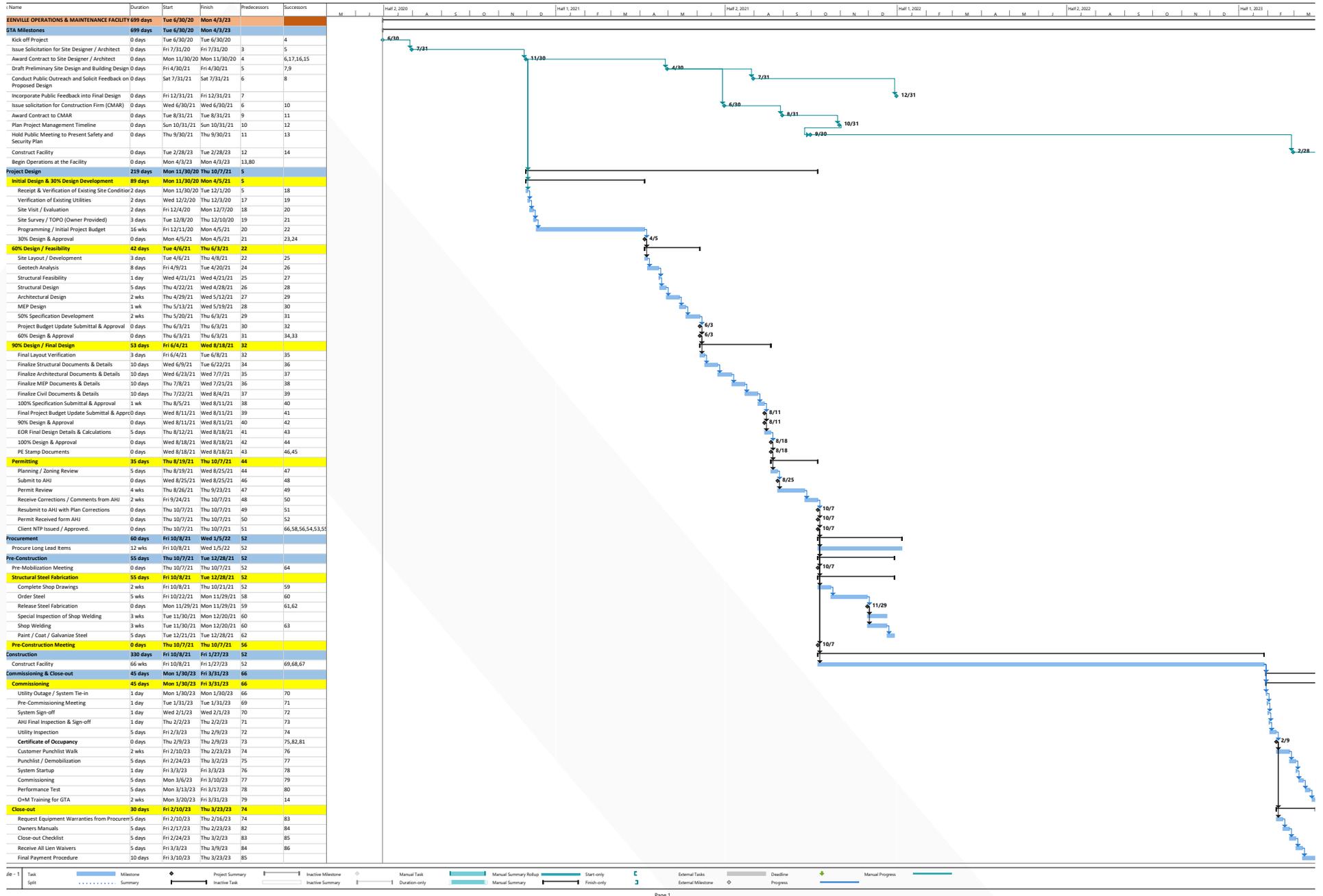
e. Assumptions and/or Exclusions

Anser Advisory has no assumptions or exclusions to include in our proposal.



Example Project Schedule

The following is an example of a project schedule to align with the above described scope of services.



Appendix
ATTACHMENT 3-2: NON-LOBBYING CERTIFICATION
CERTIFICATIONS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant loan, loan or cooperative agreement, the undersigned shall complete and submit a "Disclosure of Lobbying Activities".

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

Firm Anser Advisory Management LLC

Signed and Printed Name:  Tyson Atwood

Title Senior Vice President

Date 08/07/2023

by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a sub-consultant or vendor as a result of such direction by the administering agency, the Consultant may request that the United States enter into such litigation to protect the interests of the United States.

8. Pursuant to California Labor Code Section 1735, as added by Chapter 643 Stats. 1939, and as amended,

No discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical handicaps, mental condition, marital status, or sex of such persons, except as provided in Section 1420, and any consultant of public works violating this Section is subject to all the penalties imposed for a violation of the Chapter.

Signed: 
Title: Senior Vice President
Firm: Anser Advisory Management LLC
Date: 08/07/2023

EXHIBIT C

COMPENSATION

Consultant's Fee Proposal including hourly rates, if applicable

Schedule of Fixed Hourly Rates

Firm Name



Job Title	Fixed Hourly Rate (Sept 2023-Sept 2024)
Principal	\$255
Technical Expert	\$240
Project Manager, II	\$240
Project Manager, I	\$225
Construction Manager, Senior	\$195
Construction Manager, III	\$175
Construction Manager, II	\$160
Construction Manager, I	\$135
Office Engineer	\$110
Inspector (Prevailing Wage)	\$185
Inspector	\$165
Scheduler, Senior	\$195
Scheduler, II	\$145
Estimator, Senior	\$185
Estimator, II	\$160
Admin, Senior	\$110
Admin, II	\$95
Labor Compliance Manager	\$135
Labor Compliance Analyst	\$105
Vehicles	\$1,300
Other Direct Cost's	Fully Burdened Rate
POV Mileage Exp.	per IRS rate
Subconsultant Mark-Up	10%



2023 HOURLY RATE SCHEDULE

Attachment A

Classification	Hourly Rate
Principal	\$ 275.00
Certified Irrigation Designer / Auditor	\$ 180.00
Sr Project Manager	\$ 180.00
Project Manager / Landscape Architect	\$ 170.00
Design Staff II	\$ 120.00
Design Staff I	\$ 105.00
Administrative Staff	\$ 95.00

Reimbursable expenses related to the project, whether for in-house, consultant or client use will be billed at 1.15 times direct cost. Such expenses include, but are not necessarily limited to:

- CAD plotting of check sets and presentation drawings
- Outside service scanning, printing, copying of drawings and documents of any size.
- In-house project related printing / copying (black/white and color), including draft and final reports, specifications, and drawings.
- Postage, delivery, and messenger service (prior client approval)
- Renderings, physical and digital scale models and animations.
- Videos, web services, opinion surveys.
- Travel expenses, including mileage, tolls, lodging and meals.
- Presentation boards.
- Software purchase and licensure on behalf of the client.

Hourly Billing Rates will be updated no more than once a year from the date of executed agreement.

PACIFICA

HOURLY RATES (08/01/2023)

Position	Hourly Rate
Labor Compliance Manager	\$125
Labor Compliance Analyst	\$95



3QC provides quality services at highly competitive rates. Hourly rates and fees include all overhead expenses – travel, administrative support, etc.

POSITION	RATE
Commissioning Authority	235.00
Commissioning Agent	231.00
Sr. Commissioning Provider	223.00
Sr. Project Manager	217.00
Project Manager	206.00
Commissioning Provider	200.00
Staff Engineer	189.00
Commissioning Tech II	165.00
Commissioning Tech I	151.00
Low Voltage Cx Provider	212.00
Fire Protection Cx Provider	238.00
LEED Consultant	211.00
LEED Administrator	147.00
Sr. Administrator	100.00
Administrator	82.00



MBI Employee Rate Reference Table	
Job Title	Hourly Rate
	2023
Principal in Charge	\$ 198.44
Communications, Marketing and Outreach Senior Project Manager	\$ 162.05
Communications, Marketing and Outreach Senior Resource Project Manager	\$ 149.82
Communications, Marketing and Outreach Project Manager	\$ 112.83
Construction Relations Representative	\$ 109.16
Communications, Marketing and Outreach Deputy Project Manager	\$ 88.67
Communications, Marketing and Outreach Account Coordinator II	\$ 77.36
Communications, Marketing and Outreach Account Coordinator I	\$ 73.38
Graphic and Web Design	
Sr. Graphic Designer	\$ 130.29
Sr. Web Designer	\$ 130.29
Deputy Graphic / Web Designer	\$ 76.92
Social Media Specialist	\$ 72.21
Photography	
Photographer	\$ 95.00
Photo Assistant	\$ 75.35
Library Administrator	\$ 72.21
Media and Animation Production	
Producer and Editor	\$ 120.75
Camera Operator	\$ 168.17
Production Assistant	\$ 95.00
Animation and Virtual Production	\$ 130.29
Other Jobs	
Copy/Technical Writer, QAQC	\$ 86.34
Translator / Interpretor	\$ 94.79
Administrative Support	\$ 72.21
Daily and Equipment Packages	
Daily Camera and Production Crew (inclds equipment and 2 staff)	\$ 1,800.00
Camera Equipment Package	\$ 850.00
Direct Cavassing/Noticing (centralized areas) less than 500 Count per Day (not incld mileage)	\$ 800.00
Direct Cavassing/Noticing (centralized areas) less than 1000 Count per Day (not incld mileage)	\$ 1,400.00
Direct Cavassing/Noticing (centralized areas) over 1000 Count per Day (not incld mileage)	\$ 3,200.00
Monthly Web Update/Maintenance (up to 8 hours per month)	\$ 1,000.00
Monthly Social Media Specialist (up to 12 hours per month)	\$ 800.00
Other Direct Costs - Estimate	
Mileage and Parking (IRS rate)	current IRS rate
Printing - External	TBD
MBI Internal Printing - Color	.45 - .85
MBI Internal Printing - Black and White	.15 - .25
Venue Rental	TBD
Audio Visual	TBD
Meeting Supplies	TBD
Translation/Interpretation Services	TBD
Court Reporter	TBD
Rentals	TBD
Mailing Postage (up front costs by others)	TBD
Noticing / Distribution	TBD
Web streaming/Internet cost	TBD
Food and Drinks for meetings	TBD
Total Other Direct Costs - Estimate	TBD
*ODCs to be invoiced, at time of service, at cost with 10% Fee	



P2S INC.
RATE SCHEDULE FOR ENGINEERING SERVICES
ON A TIME AND EXPENSE BASIS

<u>Category</u>	<u>Rate</u>
PRINCIPAL ENGINEER	\$341
ENGINEER GRADE 05	\$288
ENGINEER GRADE 04	\$279
ENGINEER GRADE 03	\$239
ENGINEER GRADE 02	\$220
ENGINEER GRADE 01	\$195
DESIGN ENGINEER GRADE 05	\$239
DESIGN ENGINEER GRADE 04	\$220
DESIGN ENGINEER GRADE 03	\$195
DESIGN ENGINEER GRADE 02	\$173
DESIGN ENGINEER GRADE 01	\$154
DESIGNER GRADE 04	\$164
DESIGNER GRADE 03	\$154
DESIGNER GRADE 02	\$141
DESIGNER GRADE 01	\$135
CAD/BIM DESIGNER GRADE 04	\$136
CAD/BIM DESIGNER GRADE 03	\$123
CAD/BIM DESIGNER GRADE 02	\$110
CAD/BIM DESIGNER GRADE 01	\$100
COMMISSIONING GRADE 05	\$288
COMMISSIONING GRADE 04	\$250
COMMISSIONING GRADE 03	\$213
COMMISSIONING GRADE 02	\$170
COMMISSIONING GRADE 01	\$146
PROJECT ASSISTANT	\$100

In addition, for direct out-of-pocket expenses (when they occur), we quote the following:

- 1) Automobile: at current IRS rate per mile from home office for travel outside Los Angeles, Orange, San Diego, San Bernardino, Riverside & King counties
- 2) Travel Expense: at Cost
- 3) Subsistence: While away from home office for more than 1 day: at Cost, but not to exceed \$275 per day per person.
- 4) Plan Check Fees: at Cost plus 10% markup
- 5) Third-Party Services: at Cost plus 10% markup
 - Printing and copy services
 - Consultant and subcontract professional fees
 - Surveying / Soils Investigation
 - Testing Laboratory Work

LIABILITY LIMITS

Professional Liability	\$ 2,000,000.
General Liability	\$ 5,000,000.

Effective January 1, 2023 – December 31, 2023
RT-223



FEE SCHEDULE

<i>Executive/Management Classifications</i>	Hourly Rate
Principal-In-Charge	\$270
Senior Principal Manager	\$250
Principal Manager	\$230
Senior Project Manager	\$210
Project Manager	\$200
Deputy Project Manager	\$190
<i>Professional Engineering Classifications</i>	
Principal Engineer	\$230
Senior Project Engineer	\$200
Project Engineer III	\$180
Project Engineer II	\$150
Project Engineer I	\$130
<i>Professional Planning Classifications</i>	
Principal Planner	\$190
Senior Project Planner	\$170
Project Planner III	\$160
Project Planner II	\$130
Project Planner I	\$110
<i>Technical/Specialized Classifications</i>	
Senior Systems Engineer	\$200
Construction Manager	\$200
Systems Engineer	\$180
Construction Engineer/Senior Inspector	\$170
<i>Other Classifications</i>	
Intern	\$90
Expert Witness	\$350

STC Traffic is a local business and there are no direct costs for mileage.

Outsourced reimbursable expenses such as printing and reproduction, deliveries and overnight shipping, computerized plotting, materials, etc., will be charged to the client at the consultant's cost without mark-up.