

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

TILDEN-COIL CONSTRUCTORS, INC.

Multi-Prime Construction Services for the Riverside Police Department Headquarters
Construction Project – RFP No. 2499

This PROFESSIONAL CONSULTANT SERVICES AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 20____ (“Effective Date”), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”), and TILDEN-COIL CONSTRUCTORS, INC., a California corporation (“Consultant”).

1. **Scope of Services.** City agrees to retain and does hereby retain Consultant and Consultant agrees to provide the services more particularly described in Exhibit “A,” “Scope of Services” (“Services”), attached hereto and incorporated herein by reference, in conjunction with the Multi-Prime Construction Services for the Riverside Police Department Headquarters Construction Project – RFP No. 2499 (“Project”).

2. **Term.** This Agreement shall be effective from the date first written above, and shall remain in effect through the end of all applicable warranty periods of the Riverside Police Department Construction Project, unless otherwise terminated pursuant to the provisions herein.

3. **Compensation/Payment.** Consultant shall perform the Services under this Agreement for the total sum not to exceed One Million Six Hundred Seventy-Two Thousand Five Hundred Five Dollars (\$1,672,505.00) payable in accordance with the terms set forth in Exhibit “B.” Said payment shall be made in accordance with City’s usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 4 hereof.

4. **Notices.** Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

To City

General Services
City of Riverside
Attn: Joseph Lopez
8095 Lincoln Avenue
Riverside, CA 92504

To Consultant

Tilden-Coil Constructors, Inc.
Attn: Dayne Brassard
3612 Mission Inn Avenue
Riverside, CA 92501

5. **Prevailing Wage.** If applicable, Consultant and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of

the City of Riverside. The Director's determination is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

6. **Contract Administration.** A designee of the City will be appointed in writing by the City Manager or Department Director to administer this Agreement on behalf of City and shall be referred to herein as Contract Administrator.

7. **Standard of Performance.** While performing the Services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Metropolitan Southern California Area and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.

8. **Personnel.** Consultant shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. Consultant recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the Services. The key personnel listed in Exhibit "C" attached hereto and incorporated herein by this reference and assigned to perform portions of the Services shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to City approval.

9. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Consultant acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 12. The Consultant acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

10. **Independent Contractor.** In the performance of this Agreement, Consultant, and Consultant's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Consultant acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Consultant, or to Consultant's employees, subcontractors and agents. Consultant, as an independent contractor, shall be responsible for any and all taxes that apply to Consultant as an employer.

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11. **Indemnification.**

11.1 [Intentionally omitted].

11.2 Defense Obligation For Professional Liability. Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. Consultant will reimburse City for reasonable defense costs for claims arising out of Consultant's professional negligence based on the percentage of Consultant's liability. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

11.3 Indemnity For Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, protect and hold harmless the City and the City's employees, officers, managers, agents, and Council Members ("Indemnified Parties") from and against any and all claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fines and penalties, liabilities or losses of any kind or nature whatsoever to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party.

11.4 Defense Obligation For Other Than Professional Liability. Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way connected with: 1) the Services, work, activities, operations, or duties of the Consultant, or of anyone employed by or working under the Consultant, or 2) any breach of the Agreement by the Consultant. This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the

successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

11.5 Indemnity For Other Than Professional Liability. Except as to the sole negligence or willful misconduct of the City, Consultant agrees to indemnify, protect and hold harmless the Indemnified Parties from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the performance of the Services, work, activities, operations or duties of the Consultant, or anyone employed by or working under the Consultant or for services rendered to Consultant in the performance of this Agreement, notwithstanding that the City may have benefited from its work or services. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Consultant or anyone employed or working under the Consultant.

12. Insurance.

12.1 General Provisions. Prior to the City's execution of this Agreement, Consultant shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

12.1.1 Limitations. These minimum amounts of coverage shall not constitute any limitation or cap on Consultant's indemnification obligations under Section 11 hereof.

12.1.2 Ratings. Any insurance policy or coverage provided by Consultant or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

12.1.3 Cancellation. The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

12.1.4 Adequacy. The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage as Consultant deems adequate, at Consultant's sole expense.

12.2 Workers' Compensation Insurance. By executing this Agreement, Consultant certifies that Consultant is aware of and will comply with Section 3700 of the Labor

Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Consultant shall carry the insurance or provide for self-insurance required by California law to protect said Consultant from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Consultant shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Consultant is self-insured for such coverage, or 2) a certified statement that Consultant has no employees, and acknowledging that if Consultant does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

12.3 Commercial General Liability and Automobile Insurance. Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Consultant against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Consultant. The City, and its officers, employees and agents, shall be named as additional insureds under the Consultant's insurance policies.

12.3.1 Consultant's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

12.3.2 Consultant's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Consultant's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Consultant's performance of this Agreement, which vehicles shall include, but are not limited to, Consultant owned vehicles, Consultant leased vehicles, Consultant's employee vehicles, non-Consultant owned vehicles and hired vehicles.

12.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

12.3.4 The insurance policy or policies shall also comply with the following provisions:

- a. The policy shall be endorsed to waive any right of subrogation against the City and its sub-consultants, employees, officers and agents for services performed under this Agreement.
- b. If the policy is written on a claims-made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.
- c. The policy shall specify that the insurance provided by Consultant will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

12.4 Errors and Omissions Insurance. Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, errors and omissions professional liability insurance in the minimum amount of \$1,000,000 to protect the City from claims resulting from the Consultant's activities.

12.5 Subcontractors' Insurance. Consultant shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability. Upon City's request, Consultant shall provide City with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

13. Business Tax. Consultant understands that the Services performed under this Agreement constitutes doing business in the City of Riverside, and Consultant agrees that Consultant will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this Agreement.

14. Time of Essence. Time is of the essence for each and every provision of this Agreement.

15. City's Right to Employ Other Consultants. City reserves the right to employ other Consultants in connection with the Project. If the City is required to employ another consultant to complete Consultant's work, due to the failure of the Consultant to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Consultant.

16. Accounting Records. Consultant shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and

activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

17. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant, except as otherwise directed by City's Contract Administrator. Nothing furnished to Consultant which is otherwise known to the Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City.

18. Ownership of Documents. All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of City. Consultant shall not release to others information furnished by City without prior express written approval of City.

19. Copyrights. Consultant agrees that any work prepared for City which is eligible for copyright protection in the United States or elsewhere shall be a work made for hire. If any such work is deemed for any reason not to be a work made for hire, Consultant assigns all right, title and interest in the copyright in such work, and all extensions and renewals thereof, to City, and agrees to provide all assistance reasonably requested by City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at City's expense but without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.

20. Conflict of Interest. Consultant, for itself and on behalf of the individuals listed in Exhibit "C," represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. Consultant further warrants that neither Consultant, nor the individuals listed in Exhibit "C" have any real property, business interests or income interests that will be affected by this project or, alternatively, that Consultant will file with the City an affidavit disclosing any such interest.

21. Solicitation. Consultant warrants that Consultant has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Consultant only for the value of work Consultant has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Consultant the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

22. **General Compliance With Laws.** Consultant shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of services by Consultant pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. Consultant represents and warrants that Consultant has obtained all necessary licenses to perform the Scope of Services and that such licenses are in good standing. Consultant further represents and warrants that the services provided herein shall conform to all ordinances, policies and practices of the City of Riverside.

23. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed in writing.

24. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Consultant and City.

25. **Termination.** City, by notifying Consultant in writing, shall have the right to terminate any or all of Consultant's services and work covered by this Agreement at any time. In the event of such termination, Consultant may submit Consultant's final written statement of the amount of Consultant's services as of the date of such termination based upon the ratio that the work completed bears to the total work required to make the report complete, subject to the City's rights under Sections 15 and 26 hereof. In ascertaining the work actually rendered through the termination date, City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to City.

25.1 Other than as stated below, City shall give Consultant thirty (30) days' prior written notice prior to termination.

25.2 City may terminate this Agreement upon fifteen (15) days' written notice to Consultant, in the event:

25.2.1 Consultant substantially fails to perform or materially breaches the Agreement; or

25.2.2 City decides to abandon or postpone the Project.

26. **Offsets.** Consultant acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which Consultant owes or may owe to the City, City reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

27. **Successors and Assigns.** This Agreement shall be binding upon City and its successors and assigns, and upon Consultant and its permitted successors and assigns, and shall

not be assigned by Consultant, either in whole or in part, except as otherwise provided in paragraph 9 of this Agreement.

28. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court, County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that each party will bear their own attorney's fees and costs.

29. **Nondiscrimination.** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Consultant agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

30. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

31. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions hereof and thereof.

32. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

33. **Digital and Counterpart Signatures.** Each party to this Agreement intends and agrees to the use of digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (Civil Code §§ 1633.1, et seq.), California Government Code § 16.5, and California Code of Regulations Title 2 Division 7 Chapter 10, to execute this Agreement. The parties further agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for purposes of validity, enforceability, and admissibility. For purposes of this section, a "digital signature" is defined in subdivision (d) of Section 16.5 of the Government

Code and is a type of “electronic signature” as defined in subdivision (h) of Section 1633.2 of the Civil Code. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each certified or authenticated electronic copy of an encrypted digital signature shall be deemed a duplicate original, constituting one and the same instrument and shall be binding on the parties hereto.

34. Interpretation. City and Consultant acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

34.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers, are to sections in the Agreement unless expressly stated otherwise.

34.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

34.3 In the event of a conflict between the body of this Agreement and Exhibit “A” - Scope of Services hereto, the terms contained in Exhibit “A” shall be controlling.

35. Exhibits. The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

Exhibit “A” - Scope of Services
Exhibit “B” - Compensation
Exhibit “C” - Key Personnel

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, City and Consultant have caused this Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California charter city and municipal corporation

TILDEN-COIL CONSTRUCTORS, INC., a California corporation

By: _____

Mike Futrell
City Manager

By: Dayne Brassard
Dayne Brassard (Jan 7, 2026 08:52:05 PST)

Print Name: Dayne Brassard

Title: President/CEO

and

Attest: _____

Donesia Gause
City Clerk

By: Greg Lackey
Greg Lackey (Jan 7, 2026 16:30:17 PST)

Print Name: Greg Lackey

Title: CFO

Certified as to Availability of Funds:

By: _____

Chief Financial Officer

Approved as to Form:

By: R.S.

Ruthann M. Salera
Sr. Deputy City Attorney

EXHIBIT “A”

SCOPE OF SERVICES

The selected Firm/Individual shall provide multi-prime construction management services for the City of Riverside Police Headquarters Construction Project located at 4102 Orange Street, Riverside, CA 92501.

Pre-construction Phase

- a. **Value Engineering and Constructability.** Provide plan review and constructability services with an emphasis on ensuring that the project can be completed within the established schedule and within the available budget. Provide a detailed analysis of all major project systems with an emphasis on possible value engineering items. Prepare written constructability reports at key design milestones (50% and 90% CDs) to assess the feasibility and risk of construction. Evaluate long-term Operations and Maintenance implications.
- b. **Detailed Construction CPM Schedule.** Produce detailed construction Critical Path Method (CPM) schedule to be incorporated into the project documents including identification of the project critical path. Develop key performance indicators (KPIs) such as budget variance, schedule float, percentage submittals approved on time, safety statistics, etc.
- c. **Preliminary and Detailed Estimates.** Provide a preliminary construction estimate using like kind construction costs. Upon receipt of plans and specifications, provide a detailed construction estimate showing the values of all major components of the project. Reconcile Estimates at established milestones with Architect's Estimates for the submittal to the City. Budget validation in the form of a cost estimate deliverable prior to bidding, reconciliation with Architect's estimator and value engineering exercise(s) as needed.
- d. **Bidding Strategies and Bid Packaging.** Consult with City staff and the Architect regarding bidding strategies with an emphasis on timing, development of alternates, and bid package scoping. Conduct market outreach to ensure contractor interest, particularly for specialized scopes of work. Strategize with the City to combine trade work to achieve minimum cumulative fee markups.
- e. **Project Accounting and Management Systems.** With coordination from City staff, develop the project accounting and budget management systems.
- f. **General Conditions Document Preparation.** The Construction Manager shall ensure that the General Conditions are suitable to deliver a successful construction project.
- g. **Bidder Interest.** Generate and encourage bidder interest in the project, within the City's bidding policy, and provide assistance to the City with such issues as prevailing wage compliance. **NOTE – Construction Manager shall have no communication with prospective bidders during bidding regarding this project, in accordance with City of Riverside policies.**

- h. **Advertisements.** Assist City staff with the placement of both the project legal advertisements and any other pre-bid advertisements.
- i. **Pre-bid Conferences.** Attend pre-bid meetings in cooperation with City staff.
- j. **Responses to Bidder Inquiries.** Assist the City with preparing responses during the Q&A period of each solicitation, facilitated entirely using PlanetBids.
- k. **Plan and Addenda Distribution.** City will distribute all plan sets, bid packages, and addenda electronically.
- l. **Bid Evaluation and Review.** Assist City staff with the review and evaluate all bids for responsiveness and certify the construction bid results. Within 10 working days following bid closing, City will require detailed documentation of bid evaluations, including responsiveness and responsibility determinations. Construction Manager will provide a “bid package matrix” to City showing trade scopes and interface points to minimize gaps/overlap.
- m. **Contract Documents.** City will prepare contract documents and handle the bid award process, including but not limited to preparing award recommendations for City Council approval. A construction contract shall be awarded in compliance with the City’s competitive bidding rules and policies, such as the City Charter section 1109 and the City’s Purchasing Resolution.
- n. **Risk Register & Mitigation Plan.** Catalog both threats and opportunities, to provide a comprehensive view of the project’s risk landscape. Prepare a mitigation plan to reduce the likelihood or impact of risks and ensure that risks are managed effectively throughout the project lifecycle.
- o. **Construction Logistics.** Coordinate with the architect and City to develop a construction logistics plan, including laydown and fencing plans, contractor parking, vehicle routes, and detours.
- p. **NOA’s and NTP’s.** City will issue Notices of Award (NOA). Construction Manager will issue Notices to Proceed (NTP) on behalf of the City.

Construction Phase

- a. **CPM Schedule Maintenance.** Maintain a detailed and date specific CPM schedule. Continue to update the CPM construction schedule and distribute to the appropriate parties. Recommend solutions to contractors regarding schedule tasks. Review CPM Construction Master Schedule based upon the milestones established in the Preliminary Construction Master Schedule and input received from the Architect. Provide monthly recovery plans if milestones slip.
- b. **Budget Control and Maintenance.** Prepare cumulative project budget reports update

regularly with the latest construction cost and soft cost data. Monitor and document schedule and cost information for each contractor. Proactively report schedule and cost impacts and provide recommended solutions to ensure completion on time and within budget.

- c. **Claims Avoidance:** Construction Manager shall have explicit duty to proactively mitigate disputes and document early warning of potential claims.
- d. **Storm Water Pollution Plan.** Ensure that Storm Water Pollution Prevention Plan is initiated, is in accordance with all regulations, local ordinances, and is maintained throughout duration of the Project.
- e. **Environmental & Sustainability Oversight:** Ensure compliance with CEQA mitigation, LEED or CALGreen requirements, and stormwater BMPs, as required.
- f. **Schedule of Values/Progress Payment Procedures.** Review and reconcile each contractor's schedule of values for each of the activities included in the construction schedule. Incorporate this report into the project standard billing package and use as the basis for all future progress payments during the construction phase. Prepare monthly payment applications based on percentages of work completed by trade, and review and obtain Architect's and Owner's Representative's approvals. Forward approved payment applications to the City.
- g. **Monthly Billing Procedures.** Generate a standard billing process and confirm billing information from the contractors. Review and obtain Inspector and Architect approvals. Forward monthly contractor billing packages to the City.
- h. **Inspection.** Coordinate daily construction engineering, administration, inspection, and testing activities. Ensure compliance with contract documents and monitor quality of construction. Prepare deficiency memos in the event of non-complying work.
- i. **Safety Programs.** To the extent required by OSHA or any other public agency, obtain each Contractor's safety programs and monitor their implementation along with any necessary safety meetings. Construction Manager's responsibilities for monitoring of safety programs shall not extend to direct control or charge of the acts or omission of the Contractors.
- j. **Agency Interface/Compliance.** Provide local and state agency interface during the Preconstruction, Construction and Close-out phases of the Project, and comply with all applicable State and Local Agency requirements as described in the Contract Documents.
- k. **Utilities/Permits.** Assist the Architect and City in obtaining all necessary local agency utility and encroachment permits for the Project. This task may also encompass accompanying governmental officials (Fire Marshal, DSA, Health Department, local building department and fire authority, etc.) during inspections, assisting in preparing and submitting proper documentation to the appropriate approving agencies, assisting in final

testing and other necessary and reasonable activities

1. **Conduct Pre-Construction Conference.** Conduct pre-construction conference for the benefit of the successful contractors. Provide information with regard to reporting procedures and site rules and regulations prior to the start of construction.
- m. **Project Record Documents.** Coordinate and expedite all activities in connection with the contractors' obligation to provide "as-built" documents. Ensure that all as-builts are incorporated into a single set of Project Record Documents and that required training has been provided to City personnel documented by a training log showing who attended and training subject/content.
- n. **Document Control.** Establish and implement, in coordination with City staff, procedures for submittals, tracking and review of change orders, and requests for information using an electronic project management platform. All approvals are by the City. Maintain logs, files, and other necessary documentation.
- o. **Request for Information (RFI).** Review all RFI's for content. Review architect/engineer response for proper solution. Maintain log of all RFI's.
- p. **Shop Drawings & Submittals.** Review and monitor the approval status of product data, shop drawings, manufacturers' installation instructions, samples, mock-ups if required, and related correspondence.
- q. **Contract Administration (CA), Management, and Supervision.** Manage, supervise and coordinate all construction activities in accordance with the Construction Documents and Master Construction Schedule. Provide full-time onsite management of the project as necessary, including weekly construction progress meetings with the City and its consultant(s). Sequence, schedule and coordinate the work of all trades. Maintain on a daily basis an on-site Project Activity log. Ensure that City requirements regarding certified payrolls and subcontractor and material supplier releases are carried out. Assist the City and its consultants with CA activities and document control for the Project(s). Set up, track, and maintain a computerized CA database to track CA related functions, including but not limited to: establish submittal priority matrix, coordination of the RFI process, and assist with the change order and payment application process. CA tasks include but are not limited to: keeping and distributing meeting minutes, negotiating proposed change orders, prepare monthly project status reports with key performance indicators. Construction Manager will also coordinate and assist the City in managing the work of consultants providing professional services such as interior design, and materials testing & inspection.
- r. **Labor Requirements.** Ensure compliance with Prevailing Wage as required by the Department of Industrial Relations. CM will be responsible for registering the project with the DIR.
- s. **Quality Control.** Assist the City in tracking inspection requests, deviations and ensure all

work is completed in accordance with the drawing, specification and the City's standards. Follow the City's Quality Assurance and Quality Control program and provide administrative and procedural requirements to ensure compliance.

- t. **Construction Field Instructions.** Work collaboratively with the City to prepare and issue field instructions to clarify, provide additional information, or make changes to the original scope of work. Field Instructions will detail how the work should be carried out, and include deadlines for completion and cost implications.
- u. **Change Order Review.** Establish and implement a change order processing system that provides review of scope, price, and added contract time. Construction Manager shall advise City on use of Owner's Allowance with final approval by City.
- v. **Contingency and Owner Allowance.** The City shall maintain and control project Contingency(ies) and Owner Allowance, with Construction Manager advising on use. Prior to City's authorization, change orders shall be classified in the following categories: design errors, design omissions, unforeseen site conditions, agency related changes/requirements, and owner-initiated changes.
- w. **Contractor Claims.** Evaluate and mitigate all claims for additional cost or time due to any alleged cause.
- x. **Project Meetings.** Coordinate and attend weekly job-site progress meetings with the City, Architect, Inspector, and Prime Contractors if and when needed. Prepare and circulate meeting minutes. Provide monthly project reports with progress photo documentation.
- y. **Insurance Certificates.** Monitor Prime Contractor insurance certificates for expiration dates.
- z. **Relocation.** Provide coordination schedules for user relocation if needed.
- aa. **Verified Reports.** Assist in the process and forwarding of all verified reports and required Project close-out documentation to the Architect and Inspector-of-Record.

Post Construction and Project Close-Out Phase Services

- a. **Project Close Out.** Review Contract Documents and prepare a checklist of items that must be submitted to City, Architect, or governmental agencies for proper contract and agency closeout. Monitor and ensure compliance by Contractor and advise City concerning compliance. Verify requirements in the Contract Documents and assist the City with the final payment application process.
- b. **User Training.** Schedule and document all City training sessions, including training log for City staff showing who attended and the training topic. Arrange for supplementary information where needed. Arrange for Manufacturers to conduct training for maintenance and operations staff.

- c. **Punch Lists.** Develop punch list of defective work with the Architect and City. Create a punch list schedule for completion. Cause all punch list and warranty items to be completed timely. Create a punch list schedule for completion and verify completion of punch list items.
- d. **Submit As-Builts.** Review contractual requirements for As-Built Documents and create procedures. As-builts will be submitted to the City in paper copy and digital format as determined by City.
- e. **Project Closeout and Warranties.** Create Operation and Maintenance Manuals. Compile all contractor turn-over items and deliver to the City. Process and coordinate all post construction project warranty and guarantee claims. Construction Manager will track and follow-up on warranty obligations through the 1-year warranty period.
- f. **Move In/Staff Training/Commissioning.** Coordinate the arrival and installation of all City furnished materials, furniture and equipment items. Coordinate staff training for all mechanical, electrical, and low voltage systems, and assist the City's Building Maintenance Division with equipment and system commissioning that may be specified.
- g. **Final Closeout Report.** Prepare a final "Closeout Report" documenting schedule, cost, claims, and key lessons for City records.
- h. **Final Lien Releases.** Verify requirements in the Construction Documents.
- i. **Projected Project Budget.** Riverside Police Headquarters Construction Project \$35 million (sum of trade work).

Deliverables

- Tracking schedule
- Actual Build Schedule
- Project Budget
- Phasing plan / Scoping Plan
- Logistics
- Actual Costs Report including Allowances
- Change Order Logs RFI logs and Submittal logs
- Daily Reports, Weekly, Monthly and/or Quarterly Reports as deemed appropriate by the City, including measurable KPIs
- Inspection records
- Cost Estimates in approved City format and provided at critical times of the project and/or as agreed upon during certain phases of design
- Photograph log and video log, if requested by the City. Also include a pre-construction video
- Other documents, reports, assessments, schedules, analyses as deemed appropriate by the City.

EXHIBIT “B”

COMPENSATION

Cost Proposal

CM Fee

The Construction Management fee shall be **3.95%** of the sum of prime contracts (construction cost). The Construction Management fee shall be multiplied by the final sum of prime contracts (construction costs) for the assigned project.

Hourly Rates

Billable hourly rates shall be utilized to develop a project specific preconstruction services budget and general conditions budget during construction. Rates attached include escalation through 2026 and shall be subject to adjustment with the consumer price index for the area should the final schedule go beyond 2026 based upon City phasing requirements.

Position	Hourly Rate
Project Executive	\$195
Production Director	\$195
Safety Director	\$150
Sr. Project Manager	\$172
Sr. Superintendent	\$155
Project Manager	\$142
Assistant Project Manager	\$119
Safety Manager	\$119
Superintendent	\$141
Area/Assistant Superintendent	\$109
Sr. Project Engineer	\$115
Project Engineer	\$103
Scheduler	\$142
BIM Manager	\$180
BIM Specialist	\$123
BIM Technician	\$123
TCC Survey	\$77
Preconstruction Manager	\$135
Sr. Estimator	\$116
Estimator	\$95
Preconstruction Coordinator	\$66
Labor Compliance Coordinator	\$76
Controller	\$111
Accountant	\$66
Sr. Project Administrator	\$76
Project Administrator	\$66
Project Engineer Intern	\$43
Field Labor	\$111

Potential Reimbursables

A general conditions budget will be established with the City and any temporary services the City wishes Tilden-Coil to provide within the general conditions (i.e. reimbursable expenses) shall be provided without markup on a reimbursable basis. The following project-site expenses can be provided by Tilden-Coil, directly by the City or even included in Prime Contractor packages. If provided by Tilden-Coil, we only charge the City actual cost without markup for these expenses. We will work closely with the City during the preconstruction phase to determine the responsibility for applicable items below.

1. Construction Trailer
2. Safety Measures/Equipment
3. Project Signage
4. Temporary Power Connection
5. Temporary Toilets and Hand Wash
6. Surveying
7. Dumpsters
8. Office supplies, internet, computers/licensing, drinking water etc.

Markups on Outside Services

We do not intend on utilizing any subcontractors or subconsultants, all service providers utilized for general conditions (as noted above) shall be billed at cost without markup.

Travel Expenses

We do not anticipate any travel related expenses. Should the City request and authorize out-of-area trips (e.g., factory testing or manufacturer site visits), travel expenses will be pre-approved and reimbursed at cost.

EXHIBIT “C”

KEY PERSONNEL

- Marty Greenwood, Project Executive
- Drew Collins, Sr. Project Manager
- Jason Howarth, Preconstruction Director
- Jarrod Baumann, BIM Manager
- Philip Valadez, Project Manager
- Aaron Maust, Project Superintendent or Joe Stilwell, Project Superintendent