

## **AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES BETWEEN THE FRESNO COUNTY RURAL TRANSIT AGENCY AND KITCHELL/CEM, INC.**

This Consultant Services Agreement ("Agreement") is entered into between the Fresno County Rural Transit Agency, a California joint powers Public Agency ("FCRTA") and Kitchell/CEM, Inc. a California corporation ("Consultant") with respect to the following recitals, which are a substantive part of this Agreement. This Agreement shall be effective on the date signed by FCRTA, which shall occur after execution by Consultant ("Effective Date").

### **RECITALS**

A. FCRTA desires to obtain services for the work and associated services ("Services") described in **Exhibit A**, and as further set forth in the proposal from Consultant attached as **Exhibit B** ("Proposal"). True and correct copies of **Exhibits A** and **B** are attached hereto and are incorporated herein by reference.

B. Consultant is engaged in the business of furnishing the Services and hereby warrants and represents that it is qualified, licensed, and professionally capable of performing the Services.

C. FCRTA desires to retain Consultant, and Consultant desires to provide FCRTA with the Services, on the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements herein, FCRTA and Consultant agree as follows:

### **AGREEMENT**

1. Scope of Services. Consultant shall perform the Services described in the Recitals. Any conflicts between this Agreement, excepting **Exhibits A** through **C**, and **Exhibits A** through **C**, such conflict shall be resolved by giving preference in the following order: first to the text of the Agreement, excepting **Exhibits A** through **C**, second to **Exhibit C**, third to **Exhibit A**, and lastly to **Exhibit B**. The contractual terms and conditions detailed on the Proposal shall have no force or effect with respect to this Agreement and the Services performed by Consultant.

2. Commencement of Services; Term of Agreement. The term of this Agreement commences on the Effective Date hereof. Consultant shall commence the Services upon FCRTA's issuance of a written "Notice to Proceed" and shall continue with the Services until Consultant, as determined by FCRTA, has satisfactorily performed and completed the Services, or until such time as the Agreement is terminated by either party pursuant to Section 16 herein, whichever is earlier.

3. Payment for Services. FCRTA shall pay Consultant a sum not to exceed the total set forth in **Exhibit A** for the Services performed pursuant to this Agreement. Consultant shall submit monthly invoices to FCRTA containing detailed billing information regarding the Services provided and unless otherwise specified in **Exhibit A**, FCRTA shall tender payment to Consultant within thirty (30) days after receipt of invoice.

4. Independent Contractor Status. Consultant and its subcontractors shall perform the Services as independent contractors and not as officers, employees, agents or volunteers of FCRTA. Consultant is engaged in an independently established trade, occupation, or business to perform the services required by

this Agreement and is hereby retained to perform work that is outside the usual course of FCRTA's business.

Consultant is free from the control and direction of FCRTA in connection with the manner of performance of the work. Nothing contained in this Agreement shall be deemed to create any contractual relationship between FCRTA and Consultant's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Consultant's employees or subcontractors, any claim or right of action against FCRTA.

5. Standard of Care. Consultant expressly represents it is qualified in the field for which Services are being provided under this Agreement and that to the extent Consultant utilizes subcontractors, such subcontractors are, and will be, qualified in their fields. Consultant also expressly represents that both Consultant and its subcontractors, if any, are now, and will be throughout their performance of the Services under this Agreement, properly licensed, bonded, and/or otherwise qualified and authorized to perform the Services required and contemplated by this Agreement, as may be required by law. Consultant and its subcontractors, if any, shall utilize the standard of care and skill customarily exercised by members of their profession, shall use reasonable diligence and best judgment while performing the Services, and shall comply with all applicable laws and regulations.

6. Identity of Subcontractors and Sub-Consultants. Consultant shall, before commencing any work under this Agreement, provide to FCRTA in writing: (a) the identity of all subcontractors and sub-consultants (collectively referred to as "subcontractors"), if any, Consultant intends to utilize in Consultant's performance of this Agreement; and (b) a detailed description of the full scope of work to be provided by such subcontractors. Consultant shall only employ subcontractors pre-approved by FCRTA and in no event shall Consultant replace an approved subcontractor without the advance written permission of FCRTA, with the understanding that FCRTA's permission will not be unreasonably withheld. Notwithstanding any other provisions in this Agreement, Consultant shall be liable to FCRTA for the performance of Consultant's subcontractors.

7. Subcontractor Provisions. Consultant shall include in its written agreements with its subcontractors, if any, provisions which: (a) impose upon the subcontractors the obligation to provide to FCRTA the same insurance and indemnity obligations that Consultant owes to FCRTA; (b) make clear that FCRTA intends to rely upon the reports, opinions, conclusions and other work product prepared and performed by subcontractors for Consultant; (c) entitle FCRTA to impose upon subcontractors the assignment rights found elsewhere in this Agreement; and (d) require the payment of prevailing wages in accordance with State and Federal law, if applicable.

7A. Prevailing Wages. Where applicable, Consultant shall be responsible for the payment of prevailing wages in accordance with State and Federal law. Consultant shall further be responsible for ensuring any subcontractors comply with any requirements for the payment of prevailing wages in accordance with State and Federal law, if applicable.

8. Power to Act on Behalf of FCRTA. Consultant shall not have any right, power, or authority to create any obligation, express or implied, or make representations on behalf of FCRTA except as may be expressly authorized in advance in writing from time to time by FCRTA and then only to the extent of such authorization.

9. Record Keeping; Reports. Consultant shall keep complete records showing the type of Services performed. Consultant shall be responsible and shall require its subcontractors to keep similar records. FCRTA shall be given reasonable access to the records of Consultant and its subcontractors for inspection and audit purposes. Consultant shall provide FCRTA with a working draft of all reports and five (5) copies of all final reports prepared by Consultant under this Agreement.

10. Ownership and Inspection of Documents. All data, tests, reports, documents, conclusions, opinions, recommendations and other work product generated by or produced for Consultant or its subcontractors in connection with the Services, regardless of the medium, including physical drawings and materials recorded on computer discs or other electronic devices ("Work Product"), shall be and remain the property of FCRTA. FCRTA shall have the right to use, copy, modify, and reuse the Work Product as it sees fit. Upon FCRTA's request, Consultant shall make available for inspection and copying all such Work Product and all Work product shall be turned over to FCRTA promptly at FCRTA's request or upon termination of this Agreement, whichever occurs first. Consultant shall not release any Work Product to third parties without prior written approval of the General Manager. This obligation shall survive termination of this Agreement and shall survive for four (4) years from the date of expiration or termination of this Agreement.

11. Confidentiality. All data, reports, conclusions, opinions, recommendations and other work product prepared and performed by and on behalf of Consultant in connection with the Services performed pursuant to this Agreement shall be kept confidential and shall be disclosed only to FCRTA, unless otherwise provided by law or expressly authorized by FCRTA. Consultant shall not disclose or permit the disclosure of any confidential information acquired during performance of the Services, except to its agents, employees and subcontractors who need such confidential information in order to properly perform their duties relative to this Agreement. Consultant shall also require its subcontractors to be bound to these confidentiality provisions.

12. FCRTA Name and Logo. Consultant shall not use FCRTA's name or insignia, photographs relating to FCRTA projects for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of FCRTA.

13. Conflicts of Interest. Consultant warrants that neither Consultant nor any of its employees have an interest, present or contemplated, in the Services. Consultant further warrants that neither Consultant nor any of its employees have real property, business interests or income that will be affected by the Services. Consultant covenants that no person having any such interest, whether an employee or subcontractor shall perform the Services under this Agreement. During the performance of the Services, Consultant shall not employ or retain the services of any person who is employed by the FCRTA or a member of the FCRTA Board.

14. Non-liability of Officers and Employees. No officer or employee of FCRTA shall be personally liable to Consultant, or any successors in interest, in the event of a default or breach by FCRTA for any amount which may become due Consultant or its successor, or for any breach of any obligation under the terms of this Agreement.

15. FCRTA Right to Employ Other Consultants. This Agreement is non-exclusive with Consultant. FCRTA reserves the right to employ other consultants in connection with the Services.

16. Termination of Agreement. This Agreement shall terminate upon completion of the Services, or earlier pursuant to the following.

a. Termination by FCRTA: Without Cause. This Agreement may be terminated by FCRTA at its discretion upon seven (7) days prior written notice to Consultant.

b. Termination by FCRTA or Consultant: For Cause. Either party may terminate this Agreement upon fourteen (14) days prior written notice to the other party of a material breach, and a failure to cure within that time period.

c. Compensation to Consultant Upon Termination. In the event termination is not due to fault attributable to Consultant, and provided all other conditions for payment have been met, Consultant shall be paid compensation for services satisfactorily performed prior to notice of termination. As to any phase partially performed but for which the applicable portion of Consultant's compensation has not become due, Consultant shall be paid the reasonable value of its services provided. However, in no event shall such payment when added to any other payment due under the applicable part of the work exceed the total compensation of such part as specified in Section 3 herein. In the event of termination due to Consultant's failure to perform in accordance with the terms of this Agreement through no fault of FCRTA, FCRTA may withhold an amount that would otherwise be payable as an offset to FCRTA's damages caused by such failure.

d. Effect of Termination. Upon receipt of a termination notice (or completion of this Agreement), Consultant shall: (i) promptly discontinue all Services affected (unless the notice directs otherwise); and (ii) deliver or otherwise make available to the FCRTA, without additional compensation, all data, documents, procedures, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process. Following the termination of this Agreement for any reason whatsoever, FCRTA shall have the right to utilize such information and other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks or other electronic devices, or other writings prepared or caused to be prepared under this Agreement by Consultant. Consultant may not refuse to provide such writings or materials for any reason whatsoever.

17. Insurance. Consultant shall satisfy the insurance requirements set forth in **Exhibit C**, a true and correct copy of which is attached hereto and incorporated herein by reference.

18. Indemnity and Defense. Consultant hereby agrees to indemnify, defend and hold the FCRTA, its officials, officers, employees, agents, and volunteers harmless from and against all claims, demands, causes of action, actions, damages, losses, expenses, and other liabilities, (including without limitation reasonable attorney fees and costs of litigation) of every nature arising out of or in connection with the alleged or actual acts, errors, omissions or negligence of Consultant or its subcontractors relating to the performance of Services described herein, unless the injuries or damages are the result of FCRTA's sole negligence or willful misconduct.

Consultant and FCRTA agree that said indemnity and defense obligations shall survive the expiration or termination of this Agreement for any items specified herein that arose or occurred during the term of this Agreement.

19. Taxes. Consultant agrees to pay all taxes, licenses, and fees levied or assessed by any governmental agency on Consultant incident to the performance of Services under this Agreement, and unemployment compensation insurance, social security, or any other taxes upon the wages of Consultant, its employees, agents, and representatives. Consultant agrees to obtain and renew an annual business license and pay the applicable annual business license fee during the term of this Agreement.

20. Assignment. Neither this Agreement nor any duties or obligations hereunder shall be assignable by Consultant without the prior written consent of FCRTA. In the event of an assignment to which FCRTA has consented, the assignee shall agree in writing to personally assume and perform the covenants, obligations, and agreements herein contained. In addition, Consultant shall not assign the payment of any monies due Consultant from FCRTA under the terms of this Agreement to any other individual, corporation or entity. FCRTA retains the right to pay any and all monies due Consultant directly to Consultant.

21. Form and Service of Notices. Any and all notices or other communications required or permitted by this Agreement or by law to be delivered to, served upon, or given to either party to this Agreement by the other party shall be in writing to the addresses shown on the signature page and shall be deemed properly delivered, served or given by one of the following methods:

a. Personally delivered to the party to whom it is directed. Service shall be deemed the date of delivery.

b. Delivered by e-mail to a known address of the party to whom it is directed provided the e-mail is accompanied by a written acknowledgment of receipt by the other party. Service shall be deemed the date of written acknowledgement.

c. Delivery by a reliable overnight delivery service, ex., Federal Express, receipted, addressed to the addressees set forth below the signatories to this Agreement. Service shall be deemed the date of delivery.

d. Delivery by deposit in the United States mail, first class, postage prepaid. Service shall be deemed delivered seventy-two (72) hours after deposit.

Either party may change its address for service by providing notice of the new address as provided in this section 21.

For all claims arising out of or related to this Agreement, nothing in this section 21 establishes, waives, or modifies, any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, commencing with section 810).

22. Entire Agreement. This Agreement, including the attachments, represents the entire Agreement between FCRTA and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral with respect to the subject matter herein. This Agreement may be amended only by written instrument signed by both FCRTA and Consultant.

23. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

24. Authority. The signatories to this Agreement warrant and represent that they have the legal right, power, and authority to execute this Agreement and bind their respective entities.

25. Severability. In the event any term or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Agreement. The remaining provisions will

be construed to preserve the intent and purpose of this Agreement and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits.

26. Applicable Law and Interpretation and Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party. This Agreement is entered into by FCRTA and Consultant in the County of Fresno, California. Consultant shall perform the Services required under this Agreement in the County of Fresno, California. Thus, in the event of litigation, venue shall only lie with the appropriate state or federal court in Fresno County.

27. Amendments and Waiver. This Agreement shall not be modified or amended in any way, and no provision shall be waived, except in writing signed by the parties hereto. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

28. Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights upon any party not a signatory to this Agreement.

29. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

30. Alternative Dispute Resolution. If a dispute arises out of or relating to this Agreement, or the alleged breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within thirty (30) days, either party may pursue litigation to resolve the dispute.

Demand for mediation shall be in writing and delivered to the other party to this Agreement. A demand for mediation shall be made within reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such a claim, dispute or other matter in question would be barred by California statutes of limitations.

31. Non-Discrimination. Consultant shall not discriminate on the basis of any protected class under federal or State law in the provision of the Services or with respect to any Consultant employees or applicants for employment. Consultant shall ensure that any subcontractors are bound to this provision. A protected class, includes, but is not necessarily limited to race, color, national origin, ancestry, religion, age, sex, sexual orientation, marital status, and disability.

Now, therefore, the FCRTA and Consultant have executed this Agreement on the date(s) set forth below.

CONSULTANT

FCRTA

By: \_\_\_\_\_  
Rick Barton, Executive Director

By: \_\_\_\_\_  
Moses Stites, General Manager

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

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

Party Identification and Contact Information:

**[Consultant]**

Kitchell/CEM, Inc.  
Attn: Rick Barton  
Executive Director  
2344 Tulare Street, Suite 102  
Fresno, CA 93721  
rbarton@kitchell.com  
(559) 936-2360

**[FCRTA]**

Fresno County Rural Transit Agency  
Attn: Moses Stites  
General Manager  
2035 Tulare Street, Suite 201  
Fresno, CA 93721  
mstites@fresnocog.org  
(559) 233-6789 Ext.244

APPROVED AS TO FORM ON BEHALF OF  
FCRTA:

E-Signed by  
*Bryan D. Rome* Bryan D. Rome  
October 14, 2022  
Bryan Rome, Deputy County Counsel

## **EXHIBIT A**

### **DESCRIPTION OF SERVICES**

#### **SCOPE OF SERVICES**

##### **A. GENERAL CONSTRUCTION MANAGEMENT \_(AS NEEDED AND REQUESTED BY FCRTA'S GENERAL MANAGER AND OR OPERATIONS MANAGER)**

1. CONTRACT ADMINISTRATION  
Provide contract administration support services for the Project, integrating services with the standard OWNER systems, personnel and procedures.
2. CONSTRUCTION ADMINISTRATION  
Establish written procedures for the Project and upon OWNER-approval of written procedures, prepare and revise as necessary. Procedures for the Project shall include, at a minimum, discussion of the following:
  - a. lines of communication;
  - b. protocol for processing budget revision;
  - c. Material tracking
  - d. Labor tracking for certified payroll
  - e. job progress meetings;
  - f. processing payment requests;
  - g. Certified Payroll processing
  - h. Testing lab coordination and tracking
  - i. owner directed changes during construction; and
  - j. protocol for processing RFI's, review of submittals or substitutions, requests for equitable adjustments and any changes to the contract sum or contract time.
3. CONSTRUCTION MANAGER shall document all procedures, provide reports and controls as follows:
  - a. Develop and maintain a filing system for all Project construction phase documents consistent with OWNER requirements.



- b. Prepare and maintain a Project Master Schedule in cooperation with the OWNER; obtain all Project schedules, including construction contractor Critical Path Method ("CPM") schedules; and create Master Schedule progress graphs for each phase of construction and the overall Project.
- c. Prepare and maintain a system which organizes and tracks all Project documents, including all design, consultant and prime construction contracts which affect the construction, plans and specifications, project schedule, progress graphs, cost estimate, request for information, architectural supplemental instructions, proposal requests, change orders, contract drawings and submittals of any kind, Project correspondence, meeting notes, inspection deficiency notices, records of tests and test results, inspection reports and notices, and any other items deemed necessary by the OWNER ("Project Documentation").
- d. Maintain one (1) set of PROJECT Documentation at the PROJECT site, with all updates current to within one (1) week of issuance.
- e. Develop a monthly PROJECT reporting format, "Monthly Report", which shall include a detailed accounting of monies paid to date on the construction contract, monies approved for payment on the construction contract, current calculations of Contract Sum for the construction contract as affected by change orders, current project schedule for the construction contractor as affected by change orders, current job progress, milestones achieved, progress photos, areas of concern and other items of general interest. Provide five (5) copies of the Monthly Report to OWNER on the tenth (10th) business day of each month beginning with the start of construction.
- f. Organize and maintain file of warranties and closeout items by contract and contract specification sections.

**B. PRECONSTRUCTION SERVICES: CONSTRUCTION DOCUMENT PHASE (AS NEEDED AND REQUESTED BY FCRTA'S GENERAL MANAGER AND OR OPERATIONS MANAGER)**

- 1. Inform OWNER of adverse impacts to the PROJECT schedule. Recommend to OWNER corrective action where necessary. Provide regular updates to OWNER.
- 2. Provide ongoing schedule monitoring and update the PROJECT's master schedule monthly. Continually (at least bi-weekly) report on schedules, delays and conflicts, and advise OWNER of all events impacting the PROJECT master schedule. Develop and implement OWNER-approved mitigation plans as required to maintain the PROJECT master schedule.
- 3. Perform administrative functions relevant to the project, including filing, contract processing, document control and budget tracking.
- 4. CONSTRUCTION MANAGER is not obligated to perform any activity which requires a professional design license.

**C. CONSTRUCTION PHASE (AS NEEDED AND REQUESTED BY FCRTA'S GENERAL MANAGER AND OR OPERATIONS MANAGER)**

- 1. Conduct weekly coordination meetings between the construction contractors, architects and engineer(s).
- 2. Document all meetings and verbal directives and provide copies to OWNER's project managers within five (5) working days.
- 3. Receive and review all construction contractor's payment requests, and make recommendations as to payment.

4. Receive and review all written requests from construction contractors for additional time or money and make recommendations to OWNER regarding same.
5. Document any conditions which a construction contractor alleges is an unforeseen condition by photograph, or written memorandum. Advise OWNER's project manager of the alleged unforeseen condition as soon as it is reported. Coordinate the timely exchange of information regarding the condition, including supplemental instructions and proposal requests between the DBE and contractor to avoid delays and resulting claims for additional time and costs. When requested by OWNER, evaluate contractor assertions of unforeseen conditions and provide a recommendation regarding resolution of same.
6. Document any observed safety violation, hazardous condition, or incident of bodily injury or property damage. Advise OWNER's project manager and construction contractor of the observation on the same day it is noted in the daily log. Coordinate the timely exchange of information regarding the condition to avoid injury, damage, delays and resulting claims for additional time and costs. When requested by OWNER, evaluate contractor refusals to comply with contract safety specifications and provide a recommendation regarding resolution of same.
7. Evaluate Project document changes issued by DBE prior to issuing them to the contractor(s) and make recommendations to the OWNER for the appropriate DBE's Supplemental Instructions or Proposal Requests -designation. When the contractor submits requests for compensation for a proposed change in scope, CONSTRUCTION MANAGER shall review and submit written recommendations to the OWNER including any analysis thereof.
8. In the event lack of clarity, ambiguity, errors, or omissions in the construction contract documents become apparent, CONSTRUCTION MANAGER will evaluate construction contractors assertions regarding the Project Documentation and advise OWNER, if necessary, as to merit of assertion and need for clarification of Project Documentation, if any.
9. Review construction contractors' cost estimates, and negotiate changes to the contract consistent with OWNER's direction; and, at OWNER's request and by mutual agreement of the parties, prepare cost analysis or estimate of work described in the proposed change order.
10. On a monthly basis, monitor contractor's schedule(s) and advise OWNER of schedule impacts and deviations from contractor's critical path(s).
11. Coordinate Materials Testing and Special Inspections with owners contracted lab, reviewing results in a timely and pertinent manner.
12. Observation and monitoring of the construction contracts consistent with the General Conditions of the Contracts for Construction for the Project, including, without limitation, the following:
  - a. CONSTRUCTION MANAGER, with Owner's concurrence, shall take appropriate action to direct that each construction contractor performs all work in accordance with the Project Documentation.
  - b. Perform field quality control inspection(s) and review for compliance with contract documents and coordinate special inspections required by the work of Owner's separate contractors/consultants.
  - c. Coordinate with owners building inspection department for all required code compliance inspections, field tests and sign-offs required by FCRTA and any other regulatory or testing and inspection firms/agencies.
  - d. Review construction contractor's as-built documentation and ensure it is up-to-date to within one (1) week of construction and installation.
  - e. Maintain a complete set of files in the Project office containing a complete record of construction. The files shall contain all Project correspondence, meeting and telephone notes,

inspection deficiency notices, Daily reports, records of tests and test results, and inspection reports and notices, etc.

#### **D. CLOSE-OUT (AS NEEDED AND REQUESTED BY FCRTA'S GENERAL MANAGER AND OR OPERATIONS MANAGER)**

1. Schedule, coordinate and supervise final tests and start-up of all building systems. For the purposes of this paragraph, coordinate means to inform all relevant parties with sufficient advance notice of the inspection or start-up date, ensure site access and availability of resources or other Project personnel who may be required for the work and keep OWNER advised of same.
2. Ensure that construction contractor(s) have provided all Project records, drawings, O&M manual, warranties and guarantees, and test reports as required and as directed by OWNER. Coordinate contractor's complete training of OWNER personnel on all building systems. For the purposes of this paragraph, coordinate means to inform all relevant parties with sufficient advance notice of the training date, review training for completeness and accuracy, ensure availability of resources or other Project personnel who may be required for the training, and keep OWNER advised of same.
3. CONSTRUCTION MANAGER shall complete preparation of a detailed listing of construction contractor omissions and defects (commonly referred to as a punch list) and final inspection of the Project. CONSTRUCTION MANAGER shall schedule, coordinate and supervise the inspection of the Project for conformance with Project documents, and distribute a joint final inspection with the OWNER, other agencies, and any other parties as are necessary and/or required. The final inspection shall list all deficiencies and that the CONSTRUCTION MANAGER shall direct the contractor to correct them within thirty (30) calendar days and CONSTRUCTION MANAGER shall check utilities, operating systems and equipment for operational readiness.
4. Prepare all necessary documentation for OWNER'S final acceptance of Project, contract closeout and final report.
5. Upon completion of construction of the Project, CONSTRUCTION MANAGER shall provide a written statement verifying to the OWNER that, to the best of CONSTRUCTION MANAGER'S knowledge, the Project has been completed in accordance with the construction contract documents and any change orders thereto, and in accordance with any and all applicable codes and ordinances. This verification does not relieve the contractor(s) of their responsibility to certify compliance or completion of the work in accordance with the contract documents.

#### **COMPENSATION AND BILLING**

Service fee budget to perform construction management services not to exceed 20 hours per week:

Description	Rate	Hours	Amount
Project Director	\$190	209	\$39,710
Project Manager	\$180	838	\$150,840
Reimbursable Expense	Allowance		\$3,600
Total Not To Exceed Budget			\$194,150

#### **SCHEDULE**

If not otherwise specifically set forth in the Scope of Services or Proposal, the Services shall occur pursuant to an agreed upon schedule, which is subject to modification based on the FCRTA's operational needs. FCRTA will notify Consultant in advance of any modification to the schedule for the period commencing November 1, 2022 through November 1, 2023 and contingent on actual hours reimbursed based on the above projected compensation and billing.

## **EXHIBIT B**

### **CONSULTANT PROPOSAL**



Request for Qualifications

## **ON-CALL CONSTRUCTION MANAGEMENT SERVICES**

Fresno County Rural Transit Agency Maintenance Facility Project



September 15, 2022



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September 15, 2022

Ms. Janelle Del Campo  
Operations Manager  
Fresno County Rural Transit Agency  
2035 Tulare Street, Suite 201 | Fresno, CA 93721

**RE: REQUEST FOR QUALIFICATIONS FOR ON-CALL CONSTRUCTION MANAGEMENT SERVICES - SELMA MAINTENANCE FACILITY PROJECT**

Dear Ms. Del Campo:

We are pleased to submit our qualifications to perform on-call construction management services for the FCRTA Selma Maintenance Facility project. The Maintenance Facility project will support vital functions for the community, and we have a vested interest in the project's success.

Our years of experience in providing agency construction management services to public sector clients—coupled with our sustained local presence—makes Kitchell the best choice for your on-call project. As members of an employee-owned company, our employees are motivated to provide excellent service conducted in a relational environment. This approach to performing our services has resulted in more than eighty-five percent of our work derived from repeat business.



## OUR TEAM

With over 300 construction management professionals, we are fully prepared to meet your needs. **Project Director Raj Brar** will work with the team to ensure your satisfaction with our services and deliverables.

Our proposed **Construction Manager Troy Hart** brings recent relevant experience in managing the Bus Maintenance Facility for the San Luis Obispo Regional Transit Authority. He is perfectly suited for the FCRTA's Maintenance Facility project through his relevant experience and commitment to your success.



## OUR CAPABILITIES

As a firm invested in the Central Valley for the long term through our well-established local Fresno office and widening project base, we understand the local design, engineering and construction industry and will serve as a local resource.

Unlike most construction management firms, Kitchell has a full complement of in-house engineering and architectural support service professionals consisting of registered architects, licensed engineers, schedulers and estimators. This team of dedicated professionals is equipped to resolve highly complex technical challenges at a moment's notice.

Kitchell would consider it an honor to serve the Fresno County Rural Transit Agency on the Selma Maintenance Facility project. We appreciate your consideration and look forward to the opportunity to demonstrate our qualifications as we progress in the selection process.

Sincerely,

Wendy Cohen, CCM  
President  
(Officer to Contractually Bind the Firm)

Rick Barton, LEED AP  
Principal-In-Charge



# FIRM DESCRIPTION

## TOTAL BUILDING SOLUTIONS PROVIDER

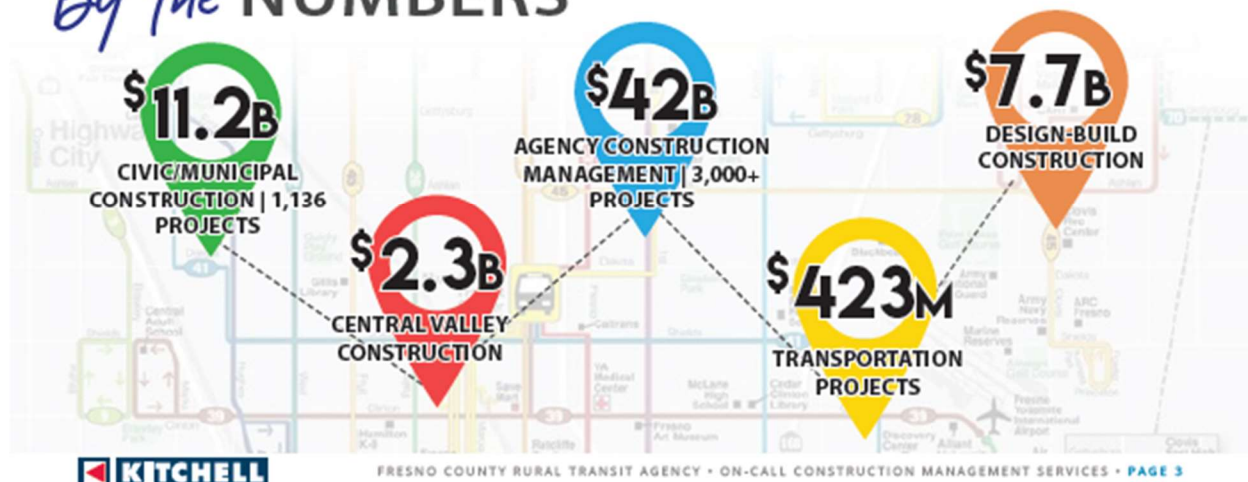
Kitchell, a 100% employee-owned company, was established in 1950 with the purpose of providing construction management and general contracting services in the Western United States. As the construction industry grew, Kitchell recognized the need for improved, flexible methods for meeting construction challenges. The firm's innovations in management and its reliability in delivering projects on time and within — or under — budget soon earned us a reputation for superior performance.

In 1978, Kitchell CEM (Capital Expenditure Managers) was created, a subsidiary whose corporate mission is to provide project and construction management services primarily to the public sector. We also established a team of licensed professionals to assist our project managers, construction managers, and state, county and city governments in all technical aspects of project development. As such, we have been providing project and construction management, architectural, civil, electrical, mechanical and structural consulting services from the inception of a project through bid documents, construction, closeout and warranty.

Since Kitchell's inception we have completed over \$53 billion in public works construction representing more than 3,600 public sector projects in civic/municipal, automotive and transportation maintenance facilities, criminal justice, education, healthcare, cultural arts, courthouse and LEED projects. Our methods have been very successful — more than 85% of our work comes from repeat clients. We deliver our services using a variety of delivery strategies including agency and multiple prime CM, construction management at risk, lease-leaseback, design-build and the traditional design-bid-build.



## By the NUMBERS





## TYPES OF SERVICES



Our project management teams work comprehensively throughout all phases of construction - from planning to project closeout and activation. Our successful approach is based in our ability to creatively address our clients' needs through aligning core competencies and expertise to efficiently manage, design and construct public projects.

With over 60 current on-call contracts throughout California, Kitchell offers the flexibility necessary to provide the Fresno County Rural Transit Agency with high professional project/construction management resources. With a full complement of in-house services necessary to meet your project's goals and objectives, we can supply specialists in services ranging from early project planning and conceptual estimating through post-construction inspections and warranty periods. Typical services provided include program project/construction management, cost estimating, scheduling, master plans, peer review, constructability review, value engineering, energy audits, facility assessments, design of facility upgrades and improvements, architectural programming, full design and program/project management.

### DON'T TAKE OUR WORD FOR IT...

### OUR CLIENTS ARE OUR STRONGEST ADVOCATES!



Due in large part to the management expertise and commitment of Kitchell and its staff, projects were completed on schedule and on budget. Using an active and cooperative management approach, Kitchell has facilitated informed decision-making at all levels of the projects from start to finish.

- Larry Teixeira, Assistant Superintendent



**Selma USD, Maintenance, Operations & Transportation Warehouse | Selma, CA**

During preconstruction, the Kitchell team assisted with re-scoping the project to bring the project in budget and developed a delivery plan including multiple big packages and phasing to optimize the construction schedule. During construction, the Kitchell team provided day-to-day leadership throughout construction including cost schedule and quality components of the project.

The Kitchell team approached every day with the same enthusiasm, modifying plans as necessary to keep the project moving. They effectively communicated and coordinated with all involved in the project including the building department and other agencies having jurisdiction, the design team and contractors. We are grateful to have such capable staff on the project and would like to take this opportunity to recognize their dedication.

- Andy Newman, Deputy Director, Butte County Association of Governments



**Butte County Association of Governments, Butte Regional Transit Operations Center | Chico, CA**



# RAJ BRAR, ASSOC. DBIA

## PROJECT DIRECTOR

### EDUCATION

BS, Construction  
Management, California  
State University, Fresno

### CERTIFICATIONS

Associate Design-Build  
Professional

OSHA 30-Hour

Raj has more than four decades of diversified background in the building and general engineering fields for public works projects. His responsibilities have included hands-on installation as well as on-site quality inspection and contract administration with architects and owners, managing and coordinating shop drawing reviews and submittals, and preparation of shop drawings or required details, processing of RFIs, preparation of summary project cost estimates, establishment of cost codes for labor, materials, and subcontractor budgets. Raj also has been responsible for maintaining cost control reports, preparation of proposed change orders, preparation and maintenance of construction schedules, project close-out coordination and assisting estimators with takeoffs and bid day tasks.

## PROJECT EXPERIENCE

**Selma Unified School District, Maintenance, Operations and Transportation Warehouse, Selma, CA:** A new \$6.9 million maintenance, operations and transportation warehouse for District use. The 18,286 SF metal warehouse facility features a 6,225 SF storage area and loading dock, a walk-in modular freezer, 3,358 SF office space and a 8,289 SF transportation maintenance area that includes two vehicle lifts and two service pits and 3,358 SF of office space.

**City of Clovis, Landmark Square Senior Activity Center and Transit Center, Clovis, CA:** An \$18 million project consisting of construction of a new 35,130 SF senior center, 7,170 SF transit facility and a pad for the proposed future development of a new Fresno County library. The project encompasses a 5.3 acre site.

**Fresno County, Juvenile Justice Campus, Phase One, Fresno, CA:** A new two-phase, \$194 million, 655,030 SF, 480-bed juvenile justice facility consisting of a state-of-the-art detention housing facility, a long-term commitment housing facility, an on-campus school, booking and release facilities as well as a 121,000 SF courthouse housing four courtrooms, support offices and the County Probation Department.

**First 5 Fresno County, Lighthouse for Children, Child Development and Multipurpose Administration, Fresno, CA:** A new three-story, \$9.5 million, 43,000 SF multipurpose facility providing a high-quality model child care center, commercial kitchen, future cafe space, First 5 Fresno County administration office, a community family learning center, partner's space, 26 on-site parking stalls and an outdoor child care center playground.

**Madera Unified School District, Matilda Torres High School, Madera, CA:** A new \$180 million, 260,000 SF high school consisting of eight single-story and two two-story buildings including a 9,628 SF vocation technology building featuring a fabrication lab with welding, computer numerical control (CNC) and other manufacturing elements as well as a 3,747 SF culinary arts building including a culinary lab and café.



## SIMILAR PROJECT EXPERIENCE



**Judicial Council of California, Fifth Appellate District Courthouse, Fresno, CA:** A new 61,000 SF, three-story, \$23.5 million courthouse that included offices, law library, courtroom, security rooms, teleconference center, computer rooms and other support areas. Energy efficiency and sustainable building measures were implemented. The project also included a secured Judges parking lot of approx 10 spaces and public lot of approx. 60 spaces, as well as site improvements, landscaping and security fencing.



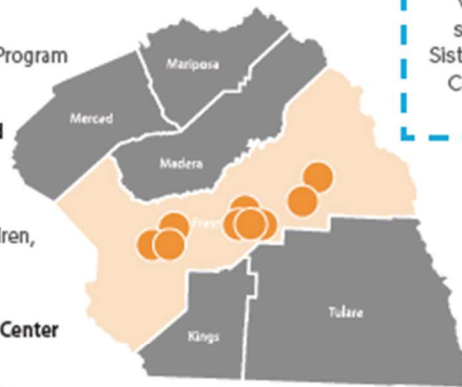
**Fresno County, Juvenile Justice Campus, Fresno, CA:** A new two-phase, \$194 million, 655,030 SF, 480-bed juvenile justice facility consisting of a state-of-the-art detention housing facility, a long-term commitment housing facility, an on-campus school, booking and release facilities as well as a 121,000 SF courthouse housing four courtrooms, support offices and the County Probation Department.



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### RAJ'S FRESNO COUNTY PROJECTS

- ▶ Fresno County Estimating
- ▶ Fresno County Juvenile Justice Campus
- ▶ Fresno USD, Year Round Air Conditioning Program
- ▶ Fresno USD, Portables
- ▶ Selma USD, Maintenance Operations and Transportation Warehouse
- ▶ Selma USD, Aquatics Center
- ▶ First 5 Fresno County, Lighthouse for Children, Child Development and Multipurpose Administration
- ▶ City of Clovis, Landmark Square Activity Center and Transit Center
- ▶ Judicial Council of California, Fifth Appellate District Courthouse



ONSITE

RAJ'S  
LOCAL WORK

OFFSITE

Raj never misses a chance to give back to the community he lives and builds in. He has had the privilege of volunteering for causes such as Big Brothers Big Sisters Central Valley, Central California Food Bank and Habitat for Humanity.





# TROY HART

## PROJECT MANAGER

### EDUCATION

BS, Construction Management, California State University, Fresno

### AFFILIATIONS & MEMBERSHIPS

Construction Management Association of America, Faculty Advisor 2016

Troy has been active in the construction industry for over 33 years, both in the field and as an instructor/mentor. His career began as a welder assistant, moving into construction management after he earned his degree. Troy spent nine years as a collegiate instructor teaching concrete technology, introduction to materials, and commercial construction, also taking time to mentor and tutor students in construction management. Troy's field experience includes management of a variety of projects including civic/municipal, corrections, education and water/wastewater projects. Troy believes in a collaborative working environment incorporating teamwork.

## PROJECT EXPERIENCE

### San Luis Obispo Regional Transit Authority, Bus Maintenance Facility,

**San Luis Obispo, CA:** A new \$17.5 million, 28,650 SF, single story bus maintenance facility with over 2,600 SF of mezzanine/equipment platform located on a 6.44-acre site. The facility accommodates operations, administration and maintenance areas and includes detached enclosures on-site, including a trash enclosure and canopy over bus parking. Work also includes off-site improvements, specifically the T-intersection for future Bks Lane realignment.

**Santa Barbara County, Northern Branch Jail, Santa Maria, CA:** A new \$115.5 million, 135,000 SF, 376-bed jail, of which 32 beds are dedicated to medical and mental health beds in a specialized housing unit. The facility includes all necessary supporting infrastructure for independent facility operation, such as exercise areas, facility maintenance, kitchen, laundry, records, administration and inmate programming.

### County of San Luis Obispo, San Luis Obispo County Superior Courthouse,

**Paso Robles, CA:** A new \$13 million, two-story courthouse which served as a prototype courthouse for the Superior Court System and County Courts throughout California for both service consolidation and structure. The project was situated in downtown Paso Robles in a congested corridor which made construction challenging. The project design was very unique, including ornate exterior cladding and unique interior features.

### County of San Luis Obispo, County Government Center Demolition and Excavation

**Project, San Luis Obispo, CA:** A \$11 million demolition of existing historical buildings, removal of existing petroleum tanks and excavating to a depth of 20 feet below street elevation. During the excavation there were many unforeseen conditions, requiring careful negotiations with the contractor in an effort to continue work without interruption.

### San Luis Coastal Unified School District, Los Osos Middle School Modernization, San Luis

**Obispo, CA:** A \$7 million modernization project to upgrade the school, which had fallen into disrepair due to its location close to the ocean, causing the saltwater environment to destroy the existing building materials. The project included technology upgrades, added new doors and hardware to classrooms, athletic upgrades and construction of a new library media center.



Troy believes in giving back to our local communities by volunteering. The Team harvested over 1,770 lbs of oranges for the GleanSLO Food Bank in San Luis Obispo County for households in need.





# PROPOSED APPROACH

Demonstrate your firm's understanding of FCRTA's objectives by providing a description of the approach the firm will utilize to accomplish the scope of work. Include a preliminary outline and description of a construction management plan for the project.

Kitchell's innovations in management and our reliability in delivering projects on time and within —or under— budget has earned us a reputation for superior construction management performance. **We have managed over \$53 billion representing more than 3,600 projects** in public works construction. **Our proposed Construction Manager, Troy Hart, is an accomplished construction industry professional with broad skill sets ready to tackle the Selma Maintenance Facility project.** Our integrated approach to managing our projects and delivering our services on specific assignments is key to our clients' success.

The services presented in our approach describe a comprehensive full-time effort for a project of this nature, and through the on call approach, our involvement can be scaled to range from a few hours per week to a full time effort depending upon the tasks assigned. In cooperation with the on-call agreement, we will work with the FCRTA to establish an efficient work plan and utilize our time-tested processes in guiding our performance standards.

**Troy will work as an extension of FCRTA's staff, providing the necessary additional specialized resources to achieve successful project delivery.** To ensure this, we will seek formal and informal feedback to understand the issues meaningful to your staff and create a corresponding strategy to meet your expectations. Members of Kitchell's executive team will meet with key FCRTA staff members periodically to solicit feedback on subjects such as communication, responsiveness, attitude of personnel, problem solving and value of services. This process, conducted in an atmosphere of objectivity and openness, has enabled us to continually improve our service delivery and instill an atmosphere of partnership.

## CONSTRUCTION MANAGEMENT PLAN

Upon commencing services we will work with the FCRTA to develop the construction management plan. This document will serve as the project team's primary point of reference and will establish the framework for project execution. The construction management plan typically includes the following and more:

### COMMUNICATION PROTOCOLS

Progress reporting requirements, roles and responsibilities, and project procedures to establish clarity on how the FCRTA, architect, contractor and Kitchell interact as a team and administer and coordinate the work of the project.

### MASTER BUDGET & MASTER SCHEDULE

Kitchell will evaluate the FCRTA's current schedule and budget to establish time and cost expectations. From this evaluation, Kitchell will develop a Master Budget and Master Schedule to track progress and develop strategies to remain on schedule and within budget.

### PROJECT LOGISTICS PLAN

Identify and resolve project logistical challenges such as ensuring uninterrupted activity to the surrounding community, access/egress issues, noise mitigation measures, staging operations, and many other logistical challenges.

### QUALITY ASSURANCE PLAN

Establish a clearly defined process for achieving the FCRTA's quality objectives.



## COMMUNICATION

Conveying clearly defined communications are paramount to project success. Kitchell will organize and establish effective communication among the project team members. We will ensure that responsibilities for completing tasks are assigned to appropriate team members, they are understood by all, and are tracked throughout the design and construction process.

Written communications are date stamped, logged and tracked for responses. Our project personnel are trained in online data control systems such as Procore for generating and/or tracking communications, costs, requests for information, submittals, daily logs, drawings and other project documents. We are also flexible in adapting to other project administration systems as dictated by FCRTA and project demands.

Logs are distributed for all outstanding items. These logs are reviewed, prioritized, and correspondence is produced from our data control system for all due and delinquent items. This enables the team to proactively address and resolve issues without experiencing the consequences of delayed response.

Clear understanding of each team member's role and responsibilities on the projects will establish clear performance expectations and eliminate confusion. We have often used a tabular responsibility matrix to accomplish this. Each team member will see a snapshot of their responsibilities and how they relate to other team members. We will generate a detailed responsibility matrix defining the roles and responsibilities of each member on the project team and conduct a project kick-off meeting to convey these roles and responsibilities. This effort will help identify potential conflicts and omissions of activity before they become issues.

We maintain a web-based project procedures manual accessible to all Kitchell employees from our company intranet to enable the project team to better understand and perform its duties. These procedures will form the basis from which to develop customized procedures to meet the FCRTA's specific needs and expectations. Project procedures include specific instructions and responsibilities processing and filing documents such as submittals, requests for information, payment applications and change orders and resolving issues through dispute resolution procedures. We will collaboratively work with FCRTA staff and the Design-Builder in administering procedures with complete team buy-in.



## MEETINGS

We consider meetings an effective means of collaborating on ideas, resolving issues, building relationships, and reporting information in a relational environment. As members of the project team we will participate in a variety of meeting venues including construction progress meetings, pre-construction conferences, meetings with regulatory and permitting agencies, meetings to resolve specific issues and the list goes on.

Subject matter for construction progress meetings will include the coordination and implementation of design elements, identification and resolution of issues, schedule coordination and compliance, tracking and management of RFIs, submittals, change orders, payment applications, and general coordination of testing and inspections by the inspector and the contractor.

To memorialize important statements made and actions required, concise, accurate meeting minutes issued in a timely manner are just as important as the meetings themselves. We adhere to Kitchell's 48-hour turnaround policy on issuing meeting minutes.

## PROJECT ADMINISTRATION, MANAGEMENT & COORDINATION

Our approach to construction phase services, developed and proven over time, and the use of proper documentation from the design and construction phase, provides the project team with the information necessary to keep the project within the established parameters for budget, schedule and quality.

Kitchell will act as liaison with the FCRTA, Design-Build, inspectors and other consultants to facilitate and coordinate the execution of construction contracts, construction coordination and overall project management. We will act as an extension to the FCRTA's staff in the construction phase, advising and consulting with the FCRTA.

We will monitor the work of contractor for deficiencies in the work and conduct a quality assurance program in cooperation with the design professionals and inspectors. The FCRTA's materials testing consultants will be carefully scheduled and monitored. We will notify the contractor and FCRTA staff of deficiencies, and follow through to ensure corrections are made in a timely manner. Informal ongoing punch lists will be generated to correct deficiencies as the projects proceed instead of waiting until the conclusion of the project to resolve quality issues in a timely manner.



**We will administer and coordinate the contracts, paying special attention to cost, contractor performance and quality. Through on-site coordination, regular progress meetings, thorough documentation and consistent schedule updates, we will ensure construction is completed on schedule, within budget and within the prescribed expectations of quality.**

## PROJECT ADMINISTRATION SYSTEMS

We use computerized systems to manage project documentation, cost estimating, scheduling and budget reporting. We are equipped with state-of-the-art project management software plus tested and proven programs for scheduling, cost control, project accounting, cash flow analysis, value engineering and project documentation. These systems will allow us to provide the FCRTA with the latest technology for project communications, meetings, scheduling, estimating and budget control. Our staff understands the entire construction process from conception to completion and will effectively utilize the latest technology available.

**We routinely use the following commercial systems in the management of our projects' document control and project administration software.**

- ▶ PROCORE
- ▶ PRIMAVERA P6 + SURETRAK
- ▶ CLAIM DIGGER
- ▶ TIMBERLINE
- ▶ BLUEBEAM
- ▶ PROLOG



## SCHEDULING & SCHEDULE CONTROL

**Kitchell will develop and maintain the overall Critical Path Method (CPM) master project schedule with milestones.** Our project schedules provide information in a concise, clear and effective format. The schedule will incorporate all preconstruction and construction activities. In the process, Kitchell will evaluate and propose alternatives for project phasing and sequencing. We will advise the project team regarding factors including long-lead materials procurement, rapidly changing materials prices, weather, overall schedule requirements, favorable/ unfavorable bidder climate and regulatory requirements. The project team will determine the pertinent factors. They will then be compiled, evaluated and reduced to a set of recommendations for phasing or sequencing.

Kitchell's project professionals are well versed in the process of detailed scheduling for individual projects. Our proposed Construction Manager understands the cost of lost time on the construction schedule and the importance of monitoring the construction schedule and mitigating project delays. Careful monitoring and regular reporting of activities against this schedule will provide early information about overall progress. We will follow up on potential delay issues through active communication with FCRTA staff and the project team. We will continually review and monitor progress of the work against the scheduled milestones, and provide recommendations necessary to prevent, minimize, or recover from delays.

The accepted critical path schedule will become the baseline upon which we measure progress, as well as record an accurate history of how the project is built through consistent schedule updates. We will use the weekly on-site project construction meetings as a forum to discuss the status of the schedule with the contractor. **We will continuously monitor the schedule and enforce the provisions of the contract documents regarding scheduled progress.** We will also enforce the provisions of the specifications regarding scheduled progress of the project. We have developed specific language used extensively in contract documents requiring the contractor to follow rigid specifications in the development and maintenance of a resource loaded CPM schedule.

In the event that a contractor submits a delay claim, the contractor must provide justification substantiating that an actual delay to the work occurred. Additionally, the contractor must provide a schedule analysis showing that the delay affected work activities critical to scheduled project completion. Finally, the contractor must substantiate the number of delay days claimed. The contractor's documentation to substantiate the claim is then reviewed and analyzed, and entitlement, if any, is determined.



### *Schedule Performance*

#### **Selma Unified School District - Maintenance, Operations & Transportation Warehouse**

At our completed Maintenance, Operations and Transportation Warehouse project for Selma USD, we returned \$400,000 in unused contingency and general requirements on this \$6.9 million project. Kitchell was able to save winterization money by advancing the parking lots so the site did not require winterization.



## CHANGE ORDER MITIGATION

**Our primary focus in mitigating construction change order costs is through prevention.** This typically begins with thoroughly reviewing design documents through our detailed design and constructability reviews to eliminate change orders before they happen. During construction, prompt resolution of the RFIs will help mitigate change orders. For this reason, we have implemented an efficient RFI processing and monitoring system through our project administration software.

Our change order mitigation process will include a thorough evaluation of each change order request against the contract documents for validity. Valid change order requests will be systematically reviewed for onerous or excessive cost items.

Kitchell, in conjunction with the FCRTA, will develop and follow specific procedures for resolving change order disputes. The team will maintain emphasis on critical issues and ensure that all appropriate team members are informed of the proposed changes and the impact on cost and time immediately when the issues arise.

## PROJECT REPORTING

Project reports provide a snapshot of project status. We use both daily reports and monthly reports with each serving specific purposes. Special reports will be issued as needed to record analysis, findings and recommendations for specific issues.

Our project team will produce daily reports, which will form a written history of the project. Information included in the daily reports typically include activities performed, important events of the day, visitors, materials received, crew size, weather data, and issues to resolve. This collection of daily reports will document the daily construction events forming a comprehensive project history at project completion.

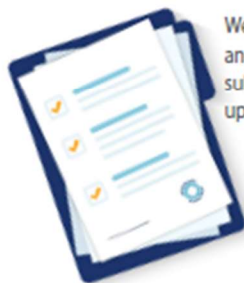
**We will generate monthly reports to summarize project activities, report schedule and budget status, address current project issues and forecast future activities.** The monthly report will form an excellent media for reporting, discussing and resolving potential project derailment issues before they impact the project.



## DOCUMENT INTERPRETATION

During construction, prompt resolution of the contractor's requests for information (RFIs) will help mitigate change orders. For this reason, we have implemented an efficient RFI processing and monitoring system through our project administration software. We have also developed specification language to reduce erroneous RFIs.

We will use the RFI Log to track requests for information including important receipt and response dates and ball-in-court status. Most importantly, the RFI Log prioritizes when a response is required to be submitted to the contractor. This will help mitigate delays due to delinquent RFI responses. The RFI Log is updated weekly and is distributed to all team members during the weekly meetings.



## SUBMITTALS

Kitchell's submittal activities begin weeks before the contractor begins the work. To ensure the contractor fulfills the specified submittal requirements, we comb the specifications for any required submittals and enter them into our project administration software. This enables us to work from a submittal schedule tied to individualized submittal due dates. Once the contractor transmits submittals for approval, submittal status transitions from "scheduled" to "logged" by simply entering actual receipt dates to the pre-entered submittal information. **We utilize our computerized submittal schedules and submittal logs to mitigate delays due to delinquent contractor submittals or design professional reviews.**

## PAYMENT APPLICATIONS

Kitchell, in consultation with the FCRTA, will implement a standard procedure for the review, processing, and payment of the contractor payment applications as well as invoices applicable to the project budget. This procedure will facilitate timely, accurate and appropriate payments, thereby limiting the FCRTA's exposure to over-payments or interest fees.

## SAFETY

Kitchell understands the importance of maintaining a safe work environment to generate better moral, productivity and eliminate lost time due to accidents. Our construction operations enjoy one of the industry's lowest workers compensation modification rates, reflecting our own excellent safety record. We will work with FCRTA staff to establish and implement safety protocols both internal to our construction management personnel and external to the contractor's construction operations.



## TESTING & INSPECTIONS

We have assisted in selecting, coordinating and administering over \$300 million of special consultant contracts. This experience will be very useful in developing and executing a plan to retain, administer and coordinate the work of building inspectors, independent testing and inspection consultants, hazardous materials consultants and others as required by the FCRTA. Kitchell will coordinate and monitor the services of the material testing and special inspection laboratory during construction.

## QUALITY ASSURANCE/QUALITY CONTROL PROGRAM

We will take a proactive approach to see that the FCRTA receives the best project quality for its investment. We will facilitate this by:

- ▶ Working with the design-builder to ensure quality standards are clearly defined in the specifications prior during the preconstruction phase;
- ▶ Participating in pre-work meetings prior to each construction operation to ensure proper installations and applications;
- ▶ Ensuring the Implementation of a comprehensive Quality Assurance/Quality Control Program.

Kitchell has a standard QA/QC program, which could serve as a vital tool in facilitating the contractor's implementation of their QA/QC measures. During construction, we will monitor the QA/QC program. We will notify the project team of deficiencies and follow through to ensure corrections are made in a timely manner.





## Quality Control & Assurance

### Butte County Association of Governments, Butte Regional Transit Operations Center

**Leak Testing Exterior Assemblies:** When the contractor's scheduling difficulties presented daunting challenges in coordinating with a third party to conduct testing, the project stakeholders agreed that having the Kitchell team perform these tests was a service and convenience to the project. Rob and the Kitchell team performed AAMA 501.2 hose stream testing of exterior Insulated Metal Wall Panel and window systems, identifying two conditions with problems. The problems were corrected, retested and verified to have been satisfactorily completed at all other occurrences.

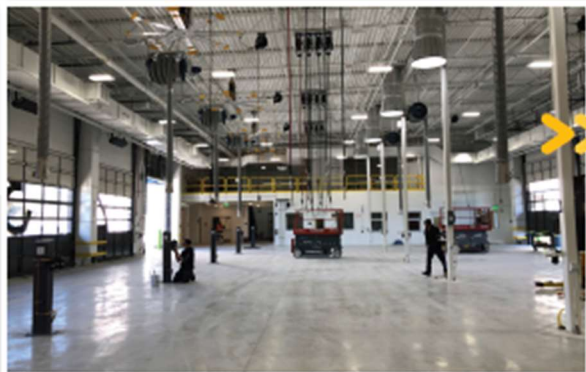
**Avoided Potentially Compromised Heavy Pavement Section:** An entry drive road section length on the project, very close to the underground fuel tank excavation and across the bus fueling building, was prepared for paving by being lime-treated and having the curb placed along the edge. Rob discovered a potential problem with unsuitable material when he noticed a four-foot-thick section of unconfined pea gravel from the tank back fill that extended under the southbound lane for 100 feet. Rob coordinated with the contractor and design team to have the unsuitable material removed and replaced with compacted Class II AB road base, avoiding a compromised pavement situation.

## PROJECT COMPLETION

**Successful project closeout begins in the design phase.** We will assist the design-builder in defining equipment and system start-up requirements in the contract documents. We will review the front-end documents to ensure they clearly reflect the FCRTA's expectations for contract closeout and warranty issue response. We will also develop procedures that define each team member's roles and responsibilities during the start-up, closeout and warranty phases.

Kitchell will participate in walk-through inspections. From these inspections, a punch list of remaining items to be addressed will be generated. We will work with the FCRTA to verify that these items are corrected before moving on to final completion.

Kitchell will assist in determining final completion and scheduling final inspection. We will manage submittal of required close-out documents including warranties, guarantees, affidavits, releases, bonds and waivers, as well as coordinate delivery of all keys, manuals and maintenance stock. We will work with the FCRTA to secure as-built drawings, records, logs, photographs, change orders and shop drawings as required by the contract documents.



## CHALLENGE & SOLUTION

*San Luis Obispo Regional Transit Authority,  
Bus Maintenance Facility*

### Key Personnel on SLO RTA:



*Troy Hart,  
Project Manager*

On our recently completed RTA Bus Maintenance Facility project, we tackled a complicated issue regarding EV Charging equipment. On the surface, the project specifications appeared to be in order, and the contractor appeared to be at fault for accepting a bid from a subcontractor that was not in compliance. The project team set up a series of two resolution meetings. The first was to review all of the details of the issue and allow all parties an opportunity to have the floor. The second was to reach resolution based on the discussions from the first meeting. After researching the issue and holding the initial resolution meetings between the design team, contractor, Owner and CM it was discovered the issue was not cut and dry. The specified manufacturer could not meet certain requirements in the specifications, which meant no subcontractor could accurately bid the work. Based on the revised scope, the increased costs, and Federal Buy America requirements, the project team crafted a unique solution that allowed the specified manufacturer to move forward with supplying the equipment for the project. It required collaboration and compromise from all sides – the owner covered additional bid costs, the supplier and manufacturer agreed to provide some chargers at no cost, and the design team agreed to revise the specifications to meet the capabilities of the manufacturer's equipment. This approach worked well as it allowed everyone to hear and explore the various positions during the first meeting, take time to consider all of the issues presented, and reach an agreeable resolution in the second meeting. By focusing on a plan designed around a timeline to resolve the dispute, it brought everyone to the table quickly with the purpose of resolving the issue in the best interests of the project and not individual project members.



## REFERENCES

References from 5 clients that have direct experience working with the proposed construction manager.

Please find five client references who have had direct experience working with Construction Manager Raj Brar and/or Troy Hart below.

### *City of Clovis*

#### **Landmark Square Senior Activity Center and Transit Center**

**Reference:** Jose Sandoval, Engineer II

**Email:** joses@ci.clovis.ca.us

**Tel:** 559.342.2060

### *San Luis Obispo Transit Authority*

#### **Bus Maintenance Facility**

**Reference:** Geoff Straw, Executive Director

**Email:** gstraw@slorta.org

**Tel:** 805.541.2228 ext. 4465

Pictured in the photo to the right is Project Manager Troy Hart and the general contractor team at the grand opening for SLO RTA Bus Maintenance Facility.



Raj at the Ribbon Cutting Ceremony



Groundbreaking Ceremony



### *Kern County*

#### **Kern County Justice Facility**

**Reference:** Geoffrey Hill, Chief General Services Officer

**Email:** hillg@co.kern.ca.us

**Tel:** 661.868.3029

...I was confident we partnered with the right team. I continue to be pleased with their services and expect their excellent level of service...

-Geoffrey Hill, Chief General Services Officer, Kern County



DESIGN-BUILD  
DELIVERY







Raj at the  
Groundbreaking Ceremony



### *Madera Unified School District*

#### **Matilda Torres High School**

**Reference:** Rosalind Cox, Director of Facilities Planning & Construction Management

**Email:** [rosalindcox@maderausd.org](mailto:rosalindcox@maderausd.org)

**Tel:** 559.675.4500



**DESIGN-BUILD  
DELIVERY**

### *Madera County*

#### **Madera County, Staff Augmentation**

**Reference:** Anthony Loza, General Services Manager, County Administration

**Email:** [aloza@maderacounty.com](mailto:aloza@maderacounty.com)

**Tel:** 559.675.7703 Ext. 2002260



# CONFLICT OF INTEREST

Include any conflicts that may exist for the firm, or a confirmation that none exist.

Kitchell does not have any recent, current or anticipated contractual obligations that have a potential to conflict with our ability to provide the services described herein to the Fresno County Rural Transit Agency.





2344 Tulare Street, Suite 102  
Fresno, CA 93721  
[www.kitchell.com](http://www.kitchell.com)



## **EXHIBIT C**

### **INSURANCE REQUIREMENTS**

Prior to commencement of the Services, Consultant shall take out and maintain, at its own expense, and shall cause any subcontractor with whom Consultant contracts for the performance of Services pursuant to this Agreement to take out and maintain, the following insurance until completion of the Services or termination of this Agreement, whichever is earlier, except as otherwise required by subsection (d) below. All insurance shall be placed with insurance companies that are licensed and admitted to conduct business in the State of California and are rated at a minimum with an "A:VII" by A.M. Best Company, unless otherwise acceptable to FCRTA.

a. Minimum Limits of Insurance. Consultant shall maintain limits no less than:

(i) Professional Liability Insurance (Errors and Omissions) in an amount not less than \$2,000,000.00 per occurrence or claim, \$2,000,000 aggregate. Said insurance shall be maintained at all times during Consultant's performance of Services under this Agreement, and for a period of five years following completion of Consultant's Services under this Agreement or termination of this Agreement.

(ii) General Liability Insurance (including operations, products and completed operations coverages) in an amount not less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25

4) or the general aggregate limit shall be twice the required occurrence limit.

(iii) Worker's Compensation Insurance as required by the State of California.

(iv) Business Automobile Liability Insurance in an amount not less than \$1,000,000 per accident for bodily injury and property damage.

(v) Umbrella or Excess Liability. In the event Consultant purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the FCRTA, its officers, officials, employees, agents and volunteers.

If Consultant maintains higher limits than the minimums shown above, FCRTA shall be entitled to coverage at the higher limits maintained.

b. Other Insurance Provisions. The general liability policy is to contain, or be endorsed to contain, the following provisions:

(i) The FCRTA, its officers, officials, employees, agents, and volunteers are to be covered as insured's with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant; and 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 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) For any claims related to the Services performed pursuant to this Agreement, the Consultant's insurance coverage shall be primary insurance as respects the FCRTA, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the FCRTA, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- (iii) Each insurance policy required by this section shall be endorsed to state that the FCRTA shall receive written notice at least thirty (30) days prior to the cancellation, non-renewal, or material modification of the coverages required herein.
- (iv) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
- (v) Consultant grants to the FCRTA a waiver of any right to subrogation which any insurer of said Consultant may acquire against FCRTA 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 FCRTA has received a waiver of subrogation endorsement from the insurer.
- (vi) Any deductibles or self-insured retentions must be declared to and approved by the FCRTA. FCRTA may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- c. Evidence of Coverage. Consultant shall deliver to FCRTA written evidence of the above insurance coverages, including the required endorsements prior to commencing Services under this Agreement; and the production of such written evidence shall be an express condition precedent, notwithstanding anything to the contrary in this Agreement, to Consultant's right to be paid any compensation under this Agreement. FCRTA's failure, at any time, to object to Consultant's failure to provide the specified insurance or written evidence thereof (either as to the type or amount of such insurance), shall not be deemed a waiver of FCRTA's right to insist upon such insurance later.
- d. Maintenance of Insurance. If Consultant fails to furnish and maintain the insurance required by this section, FCRTA may (but is not required to) purchase such insurance on behalf of Consultant, and the Consultant shall pay the cost thereof to FCRTA upon demand, and FCRTA shall furnish Consultant with any information needed to obtain such insurance. Moreover, at its discretion, FCRTA may pay for such insurance with funds otherwise due Consultant under this Agreement.
- Consultant shall maintain all of the foregoing insurance coverages during the term of this Agreement, except as to (a) the products and completed operations coverage under the General Liability Insurance which shall also be maintained for a period of ten (10) years following completion of the Services by Consultant or termination of this Agreement, whichever is earlier; and (b) Professional Liability Insurance, which shall be maintained for a period of five (5) years following completion of the Services by Consultant or termination of this Agreement, whichever is earlier.
- e. Subcontractors. If the Consultant should subcontract all or any portion of the work to be performed in this Agreement, the Consultant shall cover the subcontractor, and/or require each

subcontractor to adhere to all the requirements contained herein. Similarly, any cancellation, lapse, reduction or change of subcontractor's insurance shall have the same impact as described above.

f. Special Risks or Circumstances. The FCRTA reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

g. Indemnity and Defense. Except as otherwise expressly provided, the insurance requirements in this section shall not in any way limit, in either scope or amount, the indemnity and defense obligations separately owed by Consultant to FCRTA under this Agreement.