

ATTACHMENT 1

SERVICES AGREEMENT (PROFESSIONAL SERVICES) Project Management Professional Services for Project No. ST14PW04

City Agreement No. _____

City Budget Code: _____

This Services Agreement (Professional Services) for Project Management Professional Services (“**Agreement**”) by and between the City of Napa, a California charter city (“**City**”), and Guy Preston Consulting LLC (“**Consultant**”), is effective on the date last signed by the City, which is identified on the signature page as the “Effective Date.”

RECITALS

A. The City desires to obtain the services more particularly described in this Agreement and Exhibit “A,” and generally including professional project management services for the 5-Way Intersection Project, City project number ST14PW04.

B. On September 4, 2025, the City issued a request for proposals for on-call professional program management, project control, and project management services. On September 30, 2025, the Consultant submitted a proposal demonstrating the Consultant’s qualifications and experience to provide project management services.

NOW, THEREFORE, the City and the Consultant, for the mutual consideration described herein, agree as follows:

1. SCOPE OF SERVICES.

1.1. Services. Consultant, acting in its capacity as a project management consultant, licensed and in good standing under California law, will perform the services described in the *Scope of Services and Schedule of Performance*, attached hereto as **Exhibit “A”** and incorporated herein by reference (“**Services**”), in accordance with the terms and conditions of this Agreement and to the satisfaction of the City’s authorized representative, Farid Javandel, Senior Traffic Engineer (“**City’s Authorized Representative**”).

1.2. Standard of Care. In performing the Services, Consultant will meet the applicable standard of care for, and exercise the degree of skill and diligence ordinarily used by reputable professionals within the greater San Francisco Bay Area who provide the same or similar type of professional services as the Services required under this Agreement. Consultant will require and ensure that all of its employees, subconsultants, or agents performing or contributing to the Services will comply with the requirements of this Agreement.

1.3. Independent Contractor. Consultant will control the manner and means for performing the Services, acting as an independent contractor and not as an employee of the City. Consultant will not be entitled to any of the benefits that the City provides to its employees, including, but not limited to, health or retirement benefits.

1.4. Subcontracting. If Consultant subcontracts with a subconsultant to perform any of the Services, the City is deemed an intended beneficiary of that subcontract and the subconsultant will owe a duty of due care to the City. City reserves the right to approve or reject any proposed subconsultant, based on the subconsultant’s qualifications, relevant experience, or reputation.

1.5. Third Party Beneficiaries. Except to the extent expressly stated herein, this Agreement will not

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be construed to create any rights in third parties.

1.6. Time for Performance. Time is of the essence for the performance of all Services and duties under this Agreement. Consultant will commence and complete all Services by the date and within any timeframes set forth in Exhibit "A." Services for which times for performance are not specified in this Agreement will be commenced and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction from the City's Authorized Representative. Consultant will submit all requests for extensions of time to the City in writing no later than ten days after the start of the circumstances or events giving rise to the delay, and no later than the time by which performance is due. The City's approval of any extension of time for performance of the Services will not operate to waive the City's rights or remedies with respect to damages caused by Consultant's delay.

1.7. Errors and Omissions. Consultant is solely responsible for costs arising from its errors and omissions, including increased construction costs or delay costs. Upon City's request, Consultant will promptly correct its errors and omissions, at no cost to the City.

1.8. Unsatisfactory Services. Upon written notice from the City that any of the Services fail to comply with the requirements of this Agreement or any other legal requirement (collectively, "**Unsatisfactory Services**"), Consultant will promptly correct or cure any such Unsatisfactory Services within the time specified in the City's written notice. Consultant will not be entitled to any additional compensation or extension of time to correct or cure the Unsatisfactory Services. Consultant's correction or cure of Unsatisfactory Services will not operate to waive the City's rights or remedies with respect to any damages caused by the Unsatisfactory Services, the cost of which may be recovered by the City as an offset from payment otherwise due or to become due to Consultant.

2. COMPENSATION.

2.1. Payment. The City will pay Consultant for Consultant's time and authorized expenses necessary to perform the Services, at the rates and charges set forth in the *Compensation Rates and Charges* attached hereto as **Exhibit "B"** and incorporated herein by reference, as compensation in full for Services satisfactorily performed in compliance with this Agreement. Consultant's total compensation for performing the Services may not exceed \$325,000, without prior written authorization from the City. If the City authorizes Consultant to perform services in addition to the Scope of Services set forth in Exhibit "A," Consultant will be compensated in accordance with the rates and charges in Exhibit "B." Consultant will not be entitled to any compensation for additional services performed without the City's prior written consent, or which exceed the scope of the City's written consent.

2.2. Invoices. Consultant will submit a monthly itemized invoice to the City's Authorized Representative for the Services provided during the preceding month. At a minimum, the invoice will identify the Services performed, the hours spent performing the Services, the applicable hourly rate(s), and any authorized expenses based on the rates and charges authorized in Exhibit "B." The City will pay the Consultant within 30 days after approval of each invoice, with the exception of any disputed amounts.

3. AUTHORIZED REPRESENTATIVE. Consultant hereby assigns Guy Preston to serve as the Consultant's authorized representative ("**Consultant's Authorized Representative**"), to personally participate in and manage the Services provided under this Agreement, and to serve as the primary point of contact for all matters pertaining to this Agreement.

3.1. Substitutions. As a material inducement to entering into this Agreement, the City has relied upon Consultant's representations regarding Consultant's qualifications (including the qualifications of Consultant's Authorized Representative, its personnel, and its subconsultants, if any, as identified on Exhibits "A" and "B"). Consultant will not replace Consultant's Authorized Representative (or any of its personnel or its subconsultants, if any, as identified on Exhibits "A" and "B") without the City's prior written consent.

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4. NOTICES. All notices or requests required or contemplated by this Agreement will be in writing and delivered to the other party's Authorized Representative by personal delivery, U.S. Mail, nationwide overnight delivery service, email, or as otherwise specified herein. Delivery is deemed effective upon the first to occur of: (a) actual receipt by a party's Authorized Representative, (b) actual receipt at the address identified below, or (c) three business days following deposit in the U.S. Mail of registered or certified mail sent to the address identified below. A party's contact information, below, may be changed by providing written notice of any change to the other party.

TO CITY: Farid Javandel, Senior Traffic Engineer
CITY OF NAPA
P.O. Box 660
NAPA, CA 94559-0660

TO CONSULTANT: Guy Preston, PE
CEO, Project Manager
Guy Preston Consulting LLC
1309 Benvenue Avenue
Berkeley, CA 94705
iguypreston@gmail.com

5. TERM. The term of this Agreement begins on the Effective Date, and ends upon Consultant's completion of the Services required by this Agreement, unless terminated earlier as provided herein. The following provisions will survive expiration or termination of this Agreement: Section 7.2 (Dispute Resolution), Section 8.1 (Confidentiality), Section 8.4 (Records of Performance), Section 10 (Indemnification), Section 11.4 (Professional Liability), Section 13.3 (Taxes), and Section 14 (General Provisions).

6. CITY'S RIGHT TO TERMINATE. The City may terminate this Agreement for convenience (with or without cause) by providing written notice of termination to Consultant, effective upon the date stated in the notice. If the City terminates the Agreement it will pay Consultant for all Services satisfactorily performed up to and including the effective date of the termination, subject to the provisions of Sections 2 and 8.2.

7. DEFAULT AND DISPUTE RESOLUTION.

7.1. Default. Consultant will be deemed in default of this Agreement if Consultant is not complying with the terms of this Agreement, the City has reason to believe that Consultant will not be able complete the Services consistent with the requirements of, or the time specified in, the Agreement, or the Consultant fails to correct work in the time specified by the City in the written notice to Consultant as set forth in Section 1.8. If either of these circumstances exist, the City may give written notice of default to Consultant and demand that the default be cured or corrected within ten days of the notice, unless the City determines that additional time is reasonably necessary to cure the default. If Consultant fails to cure the default within of the time specified in the notice, and the Consultant fails to give adequate written assurance of due performance within the specified time, then the City may terminate this Agreement in accordance with Section 6, or the City may pursue dispute resolution in accordance with Section 7.2.

7.2. Dispute Resolution. If any dispute arises between the parties in relation to this Agreement, the Authorized Representatives for each party will meet, in person, as soon as practicable, to engage in a good faith effort to resolve the dispute informally. If the parties are unable to resolve the dispute, in whole or in part, through informal discussions, the parties agree to participate in mediation. Notwithstanding the existence of a dispute, the Consultant will continue providing the Services during the course of any dispute, unless otherwise directed by the City.

7.2.1. Either party may give written notice to the other party of a request to submit a dispute to mediation, and a mediation session will take place within 60 days of the date that such notice is given, or sooner if reasonably practicable. The parties will jointly appoint a mutually acceptable mediator. The parties will share

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equally the costs of the mediator; however, each party will pay its own costs of preparing for and participating in the mediation, including any legal costs.

7.2.2. Good faith participation in mediation pursuant to this Section is a condition precedent to either party commencing litigation in relation to the dispute. In addition, any claims by Consultant arising from or related to this Agreement, are subject to the claim presentment requirements in the Government Claims Act (Government Code section 900 et seq.).

8. INFORMATION AND RECORDS.

8.1. Confidentiality. Consultant will not disclose any information or records related to the performance of this Agreement, including information and records received from the City, as well as information and records created by the Consultant, to any person other than a City employee, unless and only to the extent that the City provides the Consultant with prior written consent to make a disclosure, or disclosure by Consultant is required by law or court order. If Consultant determines that disclosure of information is required by law or court order, the Consultant must first give the City notice of its intent to disclose any such information with sufficient time for the City to determine whether it may need to take protective steps, including, without limitation, by seeking a protective order or other legal relief. Consultant will notify the City's Authorized Representative of any request for disclosure of information, or any actual or potential disclosure of information, under this Agreement. Consultant's obligations under this section will survive the termination of this Agreement.

8.2. Title to Records. All original documents or records ("**work product**"), whether paper or electronic, required by this Agreement to be prepared by Consultant (including its employees and subconsultants), whether complete or in progress, are the property of the City. Consultant will promptly deliver all such work product to the City at the completion of the Services, upon termination, or upon demand by the City. However, Consultant may make and keep copies of the work product. Consultant makes no warranty that the work product that the work product is suitable for reuse by the City for any purpose unrelated to this Agreement,

8.3. Contract Cost Disclosure. For any document or report prepared in whole or in part by Consultant pursuant to this Agreement, Consultant will include the numbers and dollar amounts of related contracts or subcontracts as further specified by Government Code Section 7550.

8.4. Records of Performance. Consultant will maintain adequate records of performance under this Agreement (including Services provided, invoices for payment, and payments received) and make these records available to the City for inspection, audit, and copying, during the term of this Agreement and until four years after the Agreement has expired or been terminated.

8.5. Electronic Communications. Consultant will use reasonable good faith efforts to avoid transmitting electronic viruses or other damaging coding, and will promptly advise the City if Consultant discovers that an electronic virus or similar destructive coding may have been transmitted to the City.

8.6. Copyrights/Patents. In performing the Services under this Agreement, Consultant will not unlawfully infringe on any copyrighted or patented work. Consultant is solely responsible for the cost of any authorizations necessary to use any copyrighted or patented work.

9. ACCIDENT REPORT. If any death, personal injury, or property damage occurs in connection with the performance of the Services, Consultant will promptly submit to the City Clerk's Office a written notice of the incident of damage with the following information:

9.1. A description of the damage including date, time, and location, and whether any City property was involved;

9.2. Name and contact information of any witness;

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9.3. Name and address of the injured or deceased person(s); and

9.4. Name and address of Consultant's insurance company.

10. INDEMNIFICATION. To the full extent permitted by law, Consultant will indemnify, hold harmless, release, and defend the City (including its officers, elected or appointed officials, employees, volunteers, and agents) from and against any and all liability or claims (including actions, demands, damages, injuries, settlements, losses, or costs [including legal costs and reasonable attorney's fees]) (collectively, "**Liability**") of any nature, arising out of, pertaining to, or relating to Consultant's or its subconsultants' negligence, recklessness, or willful misconduct in the performance of the Services under this Agreement. Consistent with Civil Code Section 2782, Consultant will not be obligated to indemnify City for the proportionate share of the Liability caused by the City's active negligence, sole negligence, or willful misconduct. To the extent that Services are "design professional services," as defined by Civil Code Section 2782.8, the cost to defend charged to the Consultant will not exceed the Consultant's proportionate percentage of fault. Consultant's indemnification obligations under this Agreement are not limited by any limitations of any insurance held by Consultant, including, but not limited to, workers' compensation insurance.

11. INSURANCE. Consultant will not perform Services under this Agreement until Consultant has obtained all insurance required under Section 11 and such insurance has been approved by the City Attorney as to form and the Risk Manager as to carrier and sufficiency. The City of Napa is now utilizing an online insurance verification system called PINS Advantage. After being selected for an agreement with the City, Consultant/Contractor will receive an email with instructions to log into the PINS Advantage System. Consultant/Contractor shall upon receiving the email noted above, log into the system and upload Certificates of Insurance and any endorsements required by this Agreement. For questions or issues with setting up your PINS Advantage account, please contact insurancecerts@cityofnapa.org. All requirements provided in this Section must appear either in the body of the insurance policies or as endorsements and must specifically bind the insurance carrier.

11.1. Policies and Limits. Without limiting Consultant's indemnification obligations in Section 10, Consultant will procure and maintain throughout the period of this Agreement, the following policies of insurance and endorsements from insurers (if other than the State Compensation Fund) with a current A.M. Best rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of Consultant, its agents, employees or subconsultants:

11.1.1. Commercial General Liability Policy. Consultant must procure and maintain Commercial General Liability Insurance (CGL) at least as broad as CG 00 01 (occurrence form), with minimum limits of no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury, personal injury, property damage, products and completed operations, and contractual liability.

11.1.2. Automobile Liability Policy. Consultant must procure and maintain Automobile Liability Insurance at least as broad as ISO Form number CA 0001, Code 1 (any auto), covering use of all owned, non-owned, and hired automobiles and all vehicles used in the performance of this Agreement with minimum limits not less than \$1,000,000 per accident, combined single limit for bodily injury and property damage liability.

11.1.3. Workers' Compensation. Consultant must procure and maintain Workers' Compensation in such amounts as will fully comply with the laws of the State of California and which will indemnify, insure and provide legal defense for both Consultant and City against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by Consultant in the course of carrying out the Services and Employer's Liability with minimum limits of \$1,000,000 per accident for bodily injury or disease. If Consultant is not subject to California Workers' Compensation requirements, Consultant must file a completed certificate of exemption form which may be obtained from the City prior to commencing any activity authorized hereunder.

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11.1.4. Professional Liability. Consultant must procure and maintain Professional Liability Insurance appropriate to the Consultant's profession covering liability imposed by law or contract arising out of an error, omission or negligent act in the performance, or lack thereof, of the Services and any physical property damage, bodily injury or death resulting therefrom, with limits not less than \$2,000,000 per claim and in the aggregate. The insurance must include a vicarious liability endorsement to indemnify, defend, and hold harmless the City for claims arising out of the Consultant's Services and an extended reporting endorsement, for a period of not less than four years from the date of completion of those Services. The policy inception date or retroactive date must coincide with or precede the Effective Date of this Agreement (including subsequent policies purchased as renewals or replacements).

11.2. Endorsements.

11.2.1. The CGL and automobile liability policies must contain an endorsement naming the City, its officers, elected or appointed officials, employees, volunteers, and agents as covered parties for liability arising out of the operations performed by or on behalf of Consultant. The coverage will contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, volunteers, and agents.

11.2.2. All policies of insurance provided by Consultant pursuant to this Agreement will be primary and non-contributory to any coverage maintained by the City. Any insurance carried by City will not contribute to, or be excess of insurance maintained by Consultant, nor in any way provide benefit to Consultant, its subconsultants, affiliates, officers, directors, employees, subsidiaries, parent company, or agents, if any.

11.2.3. The inclusion of more than one insured will not operate to impair or limit the rights of one insured against another, and the coverage will apply as though separate policies have been issued to each insured. Additionally, if the CGL insurance or other form of insurance with a general aggregate limit is used, either the general aggregate limit will apply separately to this Agreement or the general aggregate will be twice the required occurrence limit.

11.3. All Policies.

11.3.1. For all insurance policies required under this Agreement, each certificate of insurance will state that the coverage afforded by the policy or policies will not be reduced, cancelled, or allowed to expire without at least 30 days written notice to City, unless due to non-payment of premiums, in which case at least 10 days written notice is required. Notice required under this subsection will be sent by certified mail. Each required policy will include an endorsement providing that the insurer agrees to waive any right of subrogation it may have against the City. The endorsements will be on forms provided by City or as approved by City's Risk Manager.

11.3.2. Any deductible or self-insured retention will be disclosed to the City prior to the City's execution of this Agreement and is subject to approval by the City.

11.3.3. If Consultant does not keep all required insurance policies in full force and effect, the City may, in addition to other remedies under this Agreement, terminate or suspend this Agreement.

11.3.4. The coverage types and limits required pursuant to this Agreement will in no way limit the liability of Consultant.

12. CONFLICTS OF INTEREST. Consultant represents that as of the Effective Date of this Agreement it has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services. Consultant further warrants that in the performance of the Services, Consultant will not employ or enter into a subcontract with any person or entity having any such conflict of interest.

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12.1. Financial Interest. Consultant will not make or participate in making or in any way attempt to use Consultant's position to influence a City decision in which Consultant knows, or has reason to know, Consultant has a financial interest other than the compensation promised by this Agreement. Consultant represents that it has diligently conducted a search and inventory of its financial interests, as defined in the regulations promulgated by the Fair Political Practices Commission, and has determined that Consultant does not, to the best of Consultant's knowledge, have a financial interest that would conflict with Consultant's duties under this Agreement. Consultant will immediately notify the City in writing if Consultant learns of a financial interest that may conflict with Consultant's obligations under this Agreement.

12.2. Covenant Against Contingent Fees. Consultant represents that it has not employed, retained, or entered into a contract with any person or entity, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement; and that it has not paid or agreed to pay any person or entity, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the making of this Agreement. For breach or violation of this representation, the City may void this Agreement without liability or any further obligation to Consultant, or, alternatively, may elect to deduct from payments due or to become due to Consultant, the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

12.3. Statement of Economic Interest. If the City determines Consultant (or any of its employees or subconsultants) is subject to disclosure requirements under the Political Reform Act (Government Code section 87100 et seq.), Consultant (including any required employees or subconsultants) will complete and file a "Statement of Economic Interest" (Form 700) with the City Clerk's Office disclosing Consultant's financial interests.

12.4. Subsequent Contracts. Unless otherwise specified in Exhibit "A," Consultant's duties and Services under this Agreement do not include preparing or assisting the City with any portion of the City's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the City. The City will at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Unless otherwise specified in Exhibit "A," Consultant's participation in the planning, discussions, or drawing of project plans or specifications will be limited to conceptual, preliminary, or initial plans or specifications. Consultant will cooperate with the City to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Consultant pursuant to this Agreement, if any.

13. COMPLIANCE WITH LAW.

13.1. Legal and Licensing Compliance. Consultant will comply with all applicable federal, state and local laws, rules, and regulations related to the Services under this Agreement. Consultant represents and warrants to City that Consultant has and will keep in effect during the term of this Agreement all licenses (including, but not limited to, the City of Napa business license), permits, qualifications, and approvals of whatsoever nature which are legally required for Consultant to practice Consultant's profession or perform the Services.

13.2. Nondiscrimination. At all times during the term of this Agreement, Consultant will comply with all applicable federal, state, and local laws, rules, and regulations prohibiting discrimination based on race, ethnicity, color, national origin, religion, marital status, age, sex, sexual orientation, disability (including any physical or mental impairment that substantially limits a major life activity), medical condition, or any protected class.

13.3. Taxes. Consultant will file tax returns as required by law and pay all applicable taxes on amounts paid pursuant to this Agreement. Consultant will be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes.

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13.4. Provisions Deemed Inserted. Every provision of law required to be inserted or referenced in this Agreement will be deemed to be inserted or referenced.

14. GENERAL PROVISIONS.

14.1. Headings. The heading titles for each section of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.

14.2. Severability. If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement will be construed as not containing that term, and the remainder of this Agreement will remain in full force and effect; provided, however, this section will not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.

14.3. Governing Law, Jurisdiction, and Venue. The interpretation, validity, and enforcement of this Agreement will be governed and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement will be filed and heard in a court of competent jurisdiction in the County of Napa.

14.4. Attorney's Fees. If any litigation is commenced to enforce or interpret this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.

14.5. Assignment and Delegation. This Agreement will not be assigned or transferred in whole or in part, nor will any of the Consultant's duties be delegated, without the City's prior written consent. Any attempt to assign, transfer, or delegate this Agreement, in whole or any part, without the City's prior written consent will be void and of no force or effect. Any consent by the City to one assignment, transfer, or delegation will not be deemed to be consent to any subsequent assignment, transfer, or delegation.

14.6. Modifications. This Agreement may not be amended or modified orally. No amendment or modification of this Agreement is binding unless it is in a writing signed by both parties.

14.7. Waivers. No waiver of a breach, default, or duty under this Agreement will be effective unless it is in writing and signed by the party waiving the breach, default, or duty. Waiver of a breach, default, or duty under this Agreement will not constitute a continuing waiver or a waiver of any subsequent breach, default, or duty under this Agreement.

14.8. Entire Agreement. This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the Services. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all. If any provision in any document attached or incorporated into this Agreement conflicts or is inconsistent with a provision in the body of this Agreement, the provisions in the body of this Agreement will control over any such conflicting or inconsistent provisions.

14.9. Interpretation. Each party to this Agreement has had an opportunity to review the Agreement, and to consult with its respective legal counsel regarding the meaning of the Agreement. Accordingly, Civil Code Section 1654 will not apply to interpret any uncertainty in the meaning of the Agreement.

15. SIGNATURES.

15.1. Counterparts. This Agreement may be executed in counterparts, each one of which is deemed an original, but all of which together constitute a single instrument.

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15.2. Signatures; Electronic Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Consultant and the City. The parties agree that this Agreement may be executed and transmitted electronically and that electronic signatures shall have the same force and effect as original signatures in accordance with the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. 7001 et seq.; the California Uniform Electronic Transactions Act, Civil Code Section 1633.1 et seq. and California Government Code Section 16.5.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the Effective Date set forth below.

CITY:
CITY OF NAPA, a California charter city

CONSULTANT:
Guy Preston Consulting LLC, a California Limited Liability Company

By: _____
Julie B. Lucido, Public Works Director

By: _____
Guy Preston, CEO

Date: _____
("Effective Date")

COUNTERSIGNED:

Erika Leahy, City Auditor

APPROVED AS TO FORM:

Christopher Diaz, Interim City Attorney

EXHIBIT “A”

SCOPE OF SERVICES AND SCHEDULE OF PERFORMANCE

1.0. SCOPE OF SERVICES. Consultant will perform the Services described in this Exhibit “A,” in accordance with the terms of the Agreement.

PROPOSED SCOPE OF SERVICES

The draft scope of services provided by the City is comprehensive and more than adequate to deliver the Silverado Trail Five Way Intersection Project to RTL by December 2028. GPC does not propose modifications, except to note that the last bulleted sub-task under Task 2 and the last two bulleted construction sub-tasks under Task 7 would likely be subject to a TO Amendment for construction project management. For the purposes of this proposal, it is assumed that this TO will cover the period up to the start of construction in December 2028. Guy is capable and willing to provide additional construction management services, if requested by the City.

Under each Task, GPC describes the methodology that Guy would apply, interrelationships between tasks, deliverables, inputs needed from the City and others, and the value GPC would bring to the City of Napa.

Task 1: Partnership Oversight

- Work with Caltrans to create a Project delivery framework, including the development of an oversight partnership. This could include creating a technical committee and an executive committee partnership between Caltrans and the City to address challenges that may arise during construction.
- Develop and manage the partnership effort and facilitate any conflict resolution process needed.

Methodology: Guy will proactively engage with Caltrans and City staff to get to know and understand the players and their priorities. Guy expects that the Project delivery framework will follow the typical Caltrans model, with a project sponsor (responsible for funding the project) and implementing agencies defined for each project development phase. I understand the City is sponsoring the project and cooperative agreements have been executed for the City to implement most, if not all, of PA&ED and PS&E, with Caltrans providing oversight. The City hired GHD to complete PA&ED and Mark Thomas and Company (MT&C) to complete PS&E and Right-of-Way. Regular Project Development Team (PDT) meetings for PA&ED should be on-going and PDT meetings for PS&E are likely about to commence. Guy will foster the City – Caltrans relationship in these meetings, leveraging the collective experience of the PDT to create a partnership culture of professionalism, productivity, and quality.

Guy understands that although MT&C has a qualified right-of-way consultant on board, a cooperative agreement specifying the City as an implementing agency has not yet been executed. Guy will assess the implementation of the various right-of-way activities and resources, including those available by Caltrans, to make recommendations to the City, such that a cooperative agreement can be agreed to and is executed, prior to the completion of PA&ED. Guy understands that the City has not decided on who they would like to implement Construction. Guy will make an assessment and recommendation to City staff as the project approaches 65% PS&E. Coming from a construction background and as an experienced Dispute Resolution Board member, Guy knows what to look for in construction plans, specifications, and permit requirements to avoid future disputes during construction.

Guy's approach towards partnership is aligned with Caltrans directives. It is important to understand the need to meet all State, Federal and local requirements or to request exceptions, subject to adequate justification and approval. Guy understands the Caltrans internal decision-making process and would work closely with City staff, elected officials, and stakeholders to ensure that the City's interest are addressed at all stages of project delivery.

On larger projects or programs, formal committees, such as technical advisory and executive steering committees can be an effective tool for decision making and dispute resolution. For this project, it is likely possible to address most conflicts during PA&ED, PS&E and right-of-way phases of the work at PDT meetings, with additional technical and executive meetings on an ad-hoc basis, scheduled when input within each agency's technical experts, management, and/or elected officials are needed to resolve a

particular challenge. If it is found that a committee is needed, one will be formed. Guy is skilled at helping to reach resolutions, even when direction falls short of full consensus. Guy is good at listening and can help decision makers see the full picture and where compromise is appropriate.

By 65% PS&E, Guy will submit the Caltrans Cooperative Agreement Request form. Once provided by Caltrans, the draft construction cooperative agreement will be reviewed, and Guy will make recommendations to specify when construction change orders require City's approval. The City should plan to participate in weekly construction meetings to monitor changes, disputes, and public relations. Additionally, Caltrans requires formal partnering with the construction contractor on contracts of this size, so the City's representative during construction should plan to be an active participant in these sessions.

Interrelationship Between Tasks: The ability to perform effective Partnership oversight is dependent upon successful performance of Project Meetings and Communication (Task 3) and Project Execution and Issue Resolution (Task 4) however, all the tasks below are important in achieving a successful partnership relationship.

Deliverables: Partnership Oversight is on-going throughout project delivery. Cooperative Agreements are discussed in other tasks below.

Inputs Needed: Caltrans and the City will need to identify organizational structure and decision makers at the onset of this task. The City will need to identify important project goals and priorities throughout this task.

GPC Value Added: Guy's experience and reputation will bring instant credibility to the City's team. Guy was trained by Caltrans and understands their language, values, and motivations. Guy has represented and worked for other government agencies with similar goals to the City and relationships with Caltrans. He has a good understanding of how to achieve local priorities, within this regulatory structure. Guy has formed healthy professional relationships with Caltrans staff, which will help the City to achieve a positive partnering relationship with Caltrans.

Task 2: Contract Management

- Establish a contracting and staffing plan that indicates who will perform all different portions of the Project scope of services, when it will be done and the anticipated associated cost.
- Manage PA&ED, PS&E and R/W contracts (PA&ED-GHD Inc and PS&E -TBD) including review and approval of invoices and developing amendments, as needed, to be approve through the City's standard review and approval process.
- Provide quality assurance.
- Develop strategies to structure construction contract documents and associated environmental re-evaluation to allo for phased construction, if necessary, based on availability of capital funds.
- Complete, or solicit consultant support to complete quality PA&ED, PS&E/Right of Way for the construction package.
- Support the City in addressing and complying with requirements by Caltrans audits and investigations, if needed.

Methodology: Guy will perform all contract management specified in this TO's scope of services, including the City's management and oversight of PA&ED, PS&E, and R/W contracts. Guy will assess the existing contracting and staffing plan and identify any additional needs with recommendations on how best to use existing resources and obtain additional resources when needed. Guy will create and maintain a staffing plan for the full project scope with coordination to the project's master schedule and cost estimates and budget.

Guy will be the first eyes on invoices and will keep tracking spreadsheets to monitor cost, time and deliverables. Guy will address any concerns with consultants and submit a complete invoice package to

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City staff with a recommendation for approval. Guy will notify the City of any constraints on the project's support budget, schedule concerns, and scope creep, as soon as they are identified.

Guy will provide quality assurance by reviewing all draft PAED, PS&E and R/W submittals, before draft documents are submitted to Caltrans. Guy will monitor Caltrans comments, review times, responses to comments, and final submittals. Guy will track progress against the schedule. As the project's plans and capital cost estimates are delivered, Guy will consider potential options for phased construction, assuming capital resources may not be adequate. As the plans are developed and funding is secured, a value analysis (VA) may be warranted.

Guy will keep City staff informed of the performance of consultants and any additional support needed. If additional procurements are needed, Guy will prepare scopes of services, cost estimates, and schedules for procurements. Guy will prepare the full procurement package in accordance with both the Caltrans Local Assistance Procedures Manual, as well as the City's own procurement procedures and policies. Guy will prepare any contract amendments needed and draft any associated staff reports and resolutions needed for the City's review and approval. In the event of a Caltrans audit, Guy will meet with auditors, answer questions, and provide access to project records.

Interrelationship Between Tasks: Effective contract management, including the City's commitment to Quality Assurance, will help ensure an effective partnership (Task 1). Project Meetings and Communications (Task 3), Project Execution and Issue Resolution (Task 4) and Project Controls (Task 5) are essential tasks and can impact effective Contract Management.

Deliverables: Contract Management Deliverables are consistent with the milestone deliverables specified in the RFP Schedule.

Like Task 1, Caltrans and the City will need to identify their respective organizational structures. The City will need to provide the proposals from GHD and MT&C and Consultants will need to provide any updates to the organizational charts provided in their respective proposals.

GPC Value Added: Guy has significant experience in delivering PA&ED, PS&E, and Right of Way Certifications on Caltrans contracts. He is familiar with Caltrans policies and procedures and has worked for other government agencies in delivering contracts. His pro-active management approach will help to maintain project scope, schedule and budget. Guy's hands on approach will bring value by helping the City to avoid scope creep, delays, and cost increases.

Task 3: Project Meetings and Communication

- Develop an organization chart to define communications protocols and reinforce consistent messaging within the Project team and to key stakeholders.
- Arrange and facilitate meetings as needed to address project issues.
- Lead and/or attend various project-specific meetings, including meeting preparation.
- Report regularly to City on progress, issues, and resource needs.
- Provide project status reports and funding reports as needed.
- Serve as the liaison between the Project team and the City.
- Serve as the primary liaison between the City and key stakeholders.
- Work with the City to ensure public questions and concerns are addressed.
- Ensure that construction impacts are appropriately coordinated and that regular construction updates are provided to the community.

Methodology: Guy will act as an extension of the City's staff and will assume the role of the City's outwardly facing Project Manager, responsible for keeping the City's in house Project Manager consistently informed while the project moves towards construction. As such, Guy will represent the City's interest to the project team, stakeholders, and the public. Guy will develop an organizational chart so that communication protocols are clear and messaging is consistent.

When an issue does not appear to get resolved at a regularly scheduled PDT meeting, Guy will act to set and coordinate additional project meetings. Depending on the nature of the meeting, Guy will lead the meetings, including preparing meeting agendas and materials.

Guy will meet with and provide regular Project status & funding reports to the City and serve as the primary liaison between the PDT, stakeholders, and the City. He will promptly identify and communicate any issues or resource needs. Guy will either make himself directly available or will assist staff in addressing any public concerns and answering project related questions. Guy will anticipate and communicate potential construction impacts throughout project development and will facilitate regular construction updates, if this contract / task order is extended through construction.

Interrelationship Between Tasks: Effective management of project meetings and communications is essential to Partnership Oversight (Task 1) and will facilitate Contract Management (Task 2), Project Execution and Issue Resolution (Task 4) and Funding Plan Implementation (Task 6).

Deliverables: The organizational chart and the first draft of a Project Status Report will be completed within 30-days of Task Order execution. Updates to the Organizational chart will be as needed and updates to the Project Status Report will be provided monthly.

Inputs Needed: Similar to Task 1, Caltrans and the City will need to identify organizational structure and decision makers at the onset of this task. The City will need to provide a preliminary list of stakeholders. Consultants will need to provide their key staff and roles.

The City will need to provide the executed PA&ED and PS&E & R/W contracts. GHD will need to provide its latest PA&ED schedule. MT&C will need to provide its initial PS&E and R/W Schedules.

Caltrans or the City will need to provide most recent Project Programming Request (PPR) and any other documentation on project funding. The City will need to provide GHD's and MT&C's latest invoice and both companies will need to invoice regularly. Guy will need periodic cost estimates MT&C.

GPC Value Added: Guy understands the importance of effective communication to diverse audiences, including the owner (the City), the full project team, stakeholders, impacted property owners, members of the public, and elected officials. Guy has worked at all levels of government, including as an agency Director. He knows that timely and effective communication will help create a positive culture, minimize issues and facilitate cost effective resolutions to various challenges.

Task 4: Project Execution and Issue Resolution

- Compile a thorough understanding of the project status including history of previous decisions and discussions with key stakeholders.
- Provide leadership to the project team, including project vision, delivery goals and team decision-making protocols.
- Develop strategies to guide various project issues to resolution.
- Reestablish Project communication with key stakeholders including utility companies and establish approaches to resolve issues as they arise.
- Provide technical oversight and support to ensure project deliverables meet Caltrans project delivery requirements regarding agreements, certifications, approvals for PA &ED, PS&E and being Ready to List for construction.

Methodology: Guy will review in-progress or final project submittals, including the DEIR/EA and associated technical reports. Guy will meet with City, GHD, and MT&C staff to ask questions and gather information and an understanding of previous discussions with key stakeholders. As the City's point person, Guy will assume an immediate leadership role and keep focus on the project vision and delivery goals. Guy will listen, foster a safe working environment, and nurture a positive work culture. Guy will emphasize the need to honor team decision-making protocols. Guy will use his past experience and project specific information to strategize and guide issues to resolution. Guy will reach out to utility companies to ensure all utilities are identified. He will work with MT&C to determine if utilities need to be potholed, relocated, and/or protected in place. He will work with City and Caltrans staff to determine liability and distribute notices on schedule. Consistent with Task 2, Project Management, Guy will provide technical oversight and support to ensure project deliverables meet Caltrans project delivery requirements, including CEQA, NEPA, the Project Report, PS&E milestones, Right-of-Way certification, funding allocations, and RTL.

This project has some critical issues that will require immediate attention. Although the DEIR has been released, the project has only one build alternative. The City has considered and rejected other alternatives, but the City is taking the extra step of having MT&C re-validate double roundabout alternative as the only alternative to meet the project's purpose and need. This will need to be well documented and supported provide a defensible document in the event of litigation.

The project also has numerous right-of-way constraints, including several fee acquisitions, temporary construction easements, and utility conflicts. Properties include residences and businesses that may require relocation assistance. One residence is in this historic district. The schedule shows only 12-months for right-of-way acquisition, which would be challenging if purchasing rights gets stalled in negotiations. Eminent domain is a possibility, but negotiations should be pursued to avoid condemnation, if possible. Guy will work to make sure all Caltrans right-of-way requirements are met. He will work to advance preliminary acquisition and utility conflict discussions as soon as possible, noting that negotiations are dependent on environmental clearance. Any preliminary activities that can be completed early, such as mapping, appraisals, and determination of liability should be advanced when possible.

There are several non-standard features proposed in the current design. Guy will ensure Caltrans has already approved of the features and/or will work with MT&C, provide justification for Caltrans approval or find ways to modify the design to meet standards. Guy is effective at communicating with Caltrans geometricians to obtain design exceptions when justified.

This project will require several regulatory permits. Guy will meet with representatives of regulatory agencies early to assess requirements and mitigation. Guy will work towards finding on-site mitigation or mitigation on other publicly owned land. If off-site mitigation is needed, Guy will work towards finding options for full compliance at the most affordable cost to the City.

Construction is not funded, and it is possible that right-of-way will need additional budget. Guy will actively work to find funding opportunities and secure all funding shortfalls, as specified in Task 6.

This project is expected to have major traffic impacts and cost risks during construction. The intersection is being raised and will have a significant amount of fill, which will complicate construction staging and maintain traffic. Guy will ensure constructability reviews take place as part of Contract Management (Task 2) and will seek to identify ways to stage construction to minimize impacts and reduce risk and public concerns.

Interrelationship Between Tasks: Partnership Oversight (Task 1), Contract Management (Task 2), Project Meetings and Communications (Task 3) and Funding Plan Implementation (Task 6) will facilitate Project Execution and Project Resolution.

Deliverables: The Project Execution and Issue Resolution deliverables are consistent with the milestone deliverable shown in Task 2, Contract Management, above.

Inputs Needed: The City will need to provide access to all project files to-date. The City, Caltrans, GHD and MT&C will need to provide information on relevant decisions and discussions with key stakeholders. GHD and MT&C will need to provide utility conflict maps. The City and Caltrans will need to provide documentation on any prior rights secured by utility companies. ARWS or Caltrans will need to provide a Record of Investigations (ROI) and Notice to Owner (NTO) letter informing utility agencies of conflicts and the need to relocate. A approved agency may need to pass Resolution(s) of Necessity (RONs) if property rights cannot be negotiated.

GPC Value Added: Guy is an experienced and pro-active leader that seeks to resolve issues in a timely and cost-effective manner. Guy understands the importance of making timely decisions to keep the project moving. Guy is a strategic thinker and problem solver who can add value by identify cost effective and timely solutions.

Task 5: Project Controls

- Develop and maintain a risk register to identify, manage, and communicate project risks and mitigation strategies; implement selected mitigation measures.
- Compile an all-in (complete) Project cost estimate including escalation, financing costs (if needed) and risk contingency.
- Develop and track detailed project cost estimates and forecasts
- Compile and monitor all project expenditures against approved funded project budget.
- Implement a project change management projects and documentation.
- Develop and manage a detailed project schedule. Document assumptions with respect to project schedule.

Methodology: Guy will review the existing risk register and identify any potential refinements or unaccounted for risks for discussion with the City and Project Team. Guy will utilize existing contracts with GHD and MTC to have regular risk meetings to update the register. Guy will proactively work to

resolve risks by identifying the risk owner and actions to minimize likelihood and/or impacts to risks whenever possible.

Guy will become familiar with the City's Project Procedures Manual (PPM) and how the project's cost is integrated into existing systems. Guy will ensure the City's existing tracking system is being utilized and will follow and help maintain existing project tracking. Guy will also develop his own spreadsheets to compile an all-in Project cost estimate, including necessary detailed breakdown of both capital and support costs. He will compile all project cost estimates, contracts, staff budgets, current expenditures, and remaining balances to determine the overall health of the project finances. He will regularly update the full Project Cost estimate, ensuring that appropriate contingencies, escalation, and any financing costs are included. As he reviews invoices and amended contracts, he will track cost against estimates and provide forecasts at completion.

Guy will implement a change management process that includes existing procedures from the City's PPM. If he finds anticipated and unaccounted for cost, he will provide new estimates and work with City staff to identify budget, providing strategies to fund the cost. He will manage contracts to complete work under budget so that savings can be identified and reallocated as soon as possible. He will assist the City's PM with getting necessary approvals, both staff level and City Council (staff reports & resolutions).

Guy will review the existing PA&ED and PS&E schedules and then develop and manage a detailed project schedule. All assumptions will be documented.

Interrelationship Between Tasks: Project Controls are an essential part of Contract Management (Task 2), Funding Plan Implementation (Task 6), and Pre-Construction and Construction Phase Support.

Deliverables: The Project Cost Estimate will be updated within 45 days of TO Approval. The Risk Register and Schedule will be targeted to be updated within 90-days of execution of this TO.

Inputs Needed: GHD and/or the City will need to provide the current risk register. MT&C will need to make staff available for an initial PS&E Risk meeting. The City will need to provide the current Project Cost Estimate and supporting estimates, cooperative agreements, contracts, latest invoices, and staffing budgets. The City will need to provide an avenue to access City systems as outlined in their PMP. GHD, MTC, and the City will need to provide existing project schedules and be available to meet and discuss schedule logic.

GPC Value Added: Guy was trained by government agencies and understand the importance and need to keep good records. Guy has represented the State, SCTA, and SCCRTC during regulatory audits and knows that by keeping important documentation can avoid adverse audit findings. Guy is a number and schedule-oriented thinker who can identify irregularities in estimates and logic. Guy will add value by taking actions to ensure systems are in place, records are kept, and information is current. Guy will seek to find schedule savings. Guy will have data available to make financial decisions and to maintain regulatory compliance.

Task 6: Funding Plan Implementation

- Review and regularly update the Funding Plan to reflect the result of grant applications and funding opportunities.
- Establish a contracting and staffing plan to implement all aspects of the Funding Plan implementation which indicates who will perform each portion of the grant applications, when it will be done and the associated costs.
- Develop and manage all aspects of Funding Plan implementation including researching and targeting grants, structuring grant applications based on availability of funds, overseeing project scope and eligibility, writing grants to address evaluation criteria.
- Manage project cash flow to match funding.

- Lead stakeholder coordination and advocacy efforts, leveraging existing resources (listed below) and complementing them where necessary. Coordinate with the City team on appropriate messaging. Manage the grant and support its consultants' contracts if needed (ex. Economics and equity) including review and approval of invoices and processing amendments as needed.
- Coordinate with the City on cash flow requirements as necessary.
- Manage all agreements with funding agencies (currently NVCTA-Measure U Highway Program and Caltrans –SHOPP & STIP).
- Track and report on grant expenditures, including submitting regular progress monitoring reports and invoices as required by each grant.
- Support the City in addressing and complying with requirements imposed by Caltrans, NVTA, the City and other funding agencies, including support for audits and investigations.

Methodology: Guy will review and update the Funding Plan to reflect any new funding. When a new funding grant is awarded, Guy will provide a grant specific staffing plan and update the full project staffing plan (Task 2), indicating who will perform each portion of the grant award, milestone dates, and cost. He will also update the master project schedule (Task 5).

Guy will research and recommend grant funding programs to target. Guy will strategize on how to leverage existing funding and future funding to fully fund the project. Guy will consider the availability of funds, performance measures, deadlines, and evaluation criteria in his evaluations and recommendations. When grants are identified for pursuit, Guy will lead the preparation of applications, including determining what resources will be needed to complete the application, such technical support for calculating performance measures.

He will forecast the timing of grant funding and project its impact on cash flow and the Project's deliverability with respect to the existing schedule and constraints. Guy will coordinate with the City on appropriate messaging and then will lead the coordination of stakeholder advocacy and that messaging. He will manage cost and schedule in conjunction with Contract Management (Task 2) and Project Controls (Task 5).

Guy will review and manage all existing and future funding agreements. He will track and report on grant expenditures, including submitting regular progress monitoring reports and invoices as required by each grant. Guy will support the City in addressing and complying with requirements imposed by the CTC, MTC, Caltrans and NVTA, including closing monitoring deadlines for funding programming actions and allocations, informing the City staff of any actions that will need to be taken by City Council.

Guy will represent the City at meetings with representatives for funding agencies to advocate for the project and ensure grant compliance, including any support needed for audits and investigations.

Interrelationship Between Tasks: Project Controls (Task 5) is necessary for Funding Plan Implementation.

Deliverables: Funding and Staffing Plan Updates will be delivered within 30-days of Grant Awards. Recommendations for Grant pursuit and associated applications is dependent upon the availability and timing of grant opportunities.

Inputs Needed: The City will need to provide the current funding plan, including the Caltrans Project Programming Request (PPR), and all existing and in-progress cooperative funding agreements, and obligation/allocation requests. MT&C and possibly Caltrans and the City, will need to provide technical and administrative assistance for grant applications. The City will need to provide its messaging themes and assistance with getting letters of support from elected officials and key stakeholders. The City may need to take action and pass resolutions, depending on the grant program requirements.

GPC Value Added: In addition to having experience on funding plans for projects of all sizes, Guy served as a Caltrans Project Manager and the SCTA's Director of Projects and Programming. He knows CTC and Caltrans funding programs and programming requirements. Guy was recently Executive Director of the Santa Cruz County Regional Transportation Commission (SCCRTC) and had been attending key State and Federal grant program meetings. He has acquired an excellent knowledge of how to be successful in the State's SB1 grant programs (STCC, TCEP, LPP), the State's Active Transportation Program (ATP), and various federal grant programs. He has been extremely successful in applying for grants, both at SCTA (Highway 101 HOV Lane Program) and SCCRTC (Highway 1 – Multimodal Improvement Program and Rail Trail Program). Guy brings value in that he does not miss programming deadlines, which could result in the loss of funding. Guy also brings value as a strategic thinker, grant writer, and project advocate. Guy's services will increase the City's odds of obtaining grants and other funding to fully fund the Project.

Task 7: Pre-Construction and Construction Phase Support

- Manage pre-construction activities including overseeing contracts for right-of-way clearance, including review and approval of invoices and processing amendments, as needed.
- Provide advanced communication with the City's Public Works Services Department and other entities to vacate the properties/temporary construction easements which are necessary for construction.
- Oversee utility relocation efforts including, but not limited to, water, sewer, storm sewer, and communications utilities.
- Create and manage Cooperative Agreements, as required.
- Serves as the public face of the Project in direct coordination with Caltrans. (if TO is Amended)
- Construction management if City to AAA the construction contract. (if TO is Amended)

Methodology: Guy will provide management of pre-construction activities to prevent unnecessary delays. Accordingly, Guy will oversee contracts for right-of-way clearance and environmental permits in conjunction with Contract Management (Task 2) and ensure contract specifications align with property right-of-way and permit requirements. He will ensure funding is in place to finalize agreements with property owners and utility companies, including review and recommended approval of invoicing and amendments, as needed. He will provide advanced communication with the City's Public Works Services Department and other entities to vacate the properties/temporary construction easements which are necessary for construction. He will oversee utility protections and relocations, including gas, electric, water, sewer, storm drain, and communications in conjunction with Contract Management (Task 2).

Guy will work with City staff to determine who should implement construction. Once determined (65% PS&E), Guy will prepare the Caltrans Cooperative Agreement Request (form). With coordination of City staff, Guy will help negotiate the Coop terms review, coordinate legal review, and draft staff reports and resolutions for the City staff to review and bring to Council for approval.

If this TO is extended, Guy is willing to continue to provide services during Construction, including continuing as the public face of the Project, management of a Construction Management Contract (should the City choose to implement Construction) or oversight of Caltrans (should the City choose to have Caltrans implement construction).

Interrelationship Between Tasks: Task 7 is interrelated to with Contract Management (Task 2) and Project Controls (Task 5).

Deliverables: The main deliverable is RTL in 2028.

Inputs Needed: The City will need to send notices and execute contracts, purchase order and/or amendments to obtain right-of-way clearance. The City's Public Works Services Department and other entities will need to vacate the properties/temporary construction easement for construction. The City will

need to make a decision on who will implement construction and to execute a cooperative agreement with Caltrans.

GPC Value Added: Guy was a Construction Resident Engineer and Manager for Caltrans and is a Caltrans certified Dispute Resolution Board member / Advisor. He knows what items could get missed and how right-of-way delays can impact a project schedule and add cost. Guy's background will add value by avoiding unnecessary delays.

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2.0. SCHEDULE OF PERFORMANCE

Milestone	Date
Project Approval & Final ED (EIR/EA) (PA & ED)	May 2026
PS & E Consultant begin work	September 2025
35% PS&E Submittal	March 2026
65% PS&E Submittal	December 2026
All Utility & R/W needs Plat/Legal Completed	April 2027
95% PS&E Submittal	April 2027
100% PS&E Submittal	October 2027
Final PS&E/Caltrans Approval	March 2028
Right-of-Way Certification	March 2028
Ready to List (RTL)	April 2028
Construction Funding Allocation Request	June 2028
Advertise Construction Contract	July/August 2028
Begin Construction	December 2028

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EXHIBIT “B”

COMPENSATION RATES AND CHARGES

1. AUTHORIZED HOURLY RATES:

Consultant will be compensated for time reasonably necessary to provide the Services based on the following hourly rate schedule, subject to the not-to-exceed limit in Section 2.1 of the Agreement:

Calendar Year	2025	2026	2027	2028	Totals
Hours	200	960	960	960	3080
Hourly Rate	\$300	\$309	\$319	\$329	
Total Labor Services	\$60,000	\$296,640	\$306,240	\$315,840	\$978,720
Travel & Misc Expenses	\$700	\$4,000	\$4,000	\$4,000	\$12,700
Total Estimated Cost	\$60,700	\$300,640	\$310,240	\$319,840	\$991,420