

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

844



**FROM:** TLMA - Transportation Department


**SUBMITTAL DATE:**  
May 13, 2010

**SUBJECT:** Engineering Services Agreement for Construction Management Services for the Construction of the Indian Canyon Drive at Interstate 10 Interchange Project in the City of Palm Springs and the unincorporated area of Riverside County.

**RECOMMENDED MOTION:**

1. Approve the attached Engineering Services Agreement between the County of Riverside Transportation Department and Mendoza & Associates and;
2. Authorize the Chairman of the Board to execute the same.

**BACKGROUND:** The improvements to the Indian Canyon Drive Interchange project consist of the replacement of the existing bridge over I-10 with a new six-lane overcrossing, reconstruction of portions of Indian Canyon Drive, Garnet Ave, and 20<sup>th</sup> Avenue, the realignment and widening of the interchange ramps, the addition of westbound and eastbound loop on-ramps and signalization of the ramp termini. The construction of the project is expected to take eighteen months and is currently anticipated to start in July 2010.

  
 Juan C. Perez  
 Director of Transportation

(Continued On Attached Page)

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 3,415,000	In Current Year Budget:	Yes <input type="checkbox"/>
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No <input type="checkbox"/>
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2009/10 <input type="checkbox"/>
<b>SOURCE OF FUNDS:</b> City of Palm Springs (100%)				Positions To Be Deleted Per A-30 <input type="checkbox"/>
				Requires 4/5 Vote <input type="checkbox"/>

**C.E.O. RECOMMENDATION:**

APPROVE

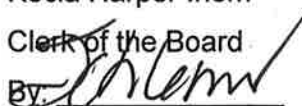
BY:   
Tina Grande

**County Executive Office Signature**

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Stone, seconded by Supervisor Benoit and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley  
 Nays: None  
 Absent: None  
 Date: May 25, 2010  
 xc: Transp.

Kecia Harper-Ithem  
 Clerk of the Board  
 BY:   
 Deputy

Prev. Agn. Ref. | District: 5 | Agenda Number:

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

**3.58**

FORM APPROVED COUNTY COUNSEL  
BY:  MARSHAL VICTOR  
DATE: 5/12/10

Departmental Concurrence

Policy  
 Policy  
 Consent  
 Consent  
 Dept't Recomm.:  
 Per Exec. Ofc.:



The Honorable Board of Supervisors

RE: Engineering Services Agreement for Construction Management Services for the Construction of the Indian Canyon Drive at Interstate 10 Interchange Project in the City of Palm Springs and the unincorporated area of Riverside County

May 13, 2010

Page 2 of 2

The City of Palm Springs (City) is the lead agency for the Indian Canyon Drive Interchange Project. However, based on the County's experience and success on other Interchange projects, the City has requested that the County advertise, award and administer the construction of this project. The City will provide the County with all funding to construct, inspect and administer the Indian Canyon Interchange project.

A reimbursement agreement between the County of Riverside and the City of Palm Springs has been prepared and executed by the City. The agreement is being submitted to the Board concurrently with this Engineering Services Agreement.

The magnitude and nature of the required activities to manage the construction of this project exceeds the capacity of the Transportation Department's staff. A Request for Proposal (RFP) was advertised April, 2009, on the County of Riverside's website seeking proposals from qualified Engineering firms to provide Construction Management services. Nine (9) firms submitted proposals by the closing date of May 4, 2009, and four (4) firms were selected to be interviewed. A panel of representatives from the County of Riverside, Transportation Department, Caltrans, and the City of Palm Springs evaluated the written proposals and conducted the interviews.

Mendoza & Associates was ranked the top firm, and has been selected to provide Construction Management services for the Construction of the Indian Canyon Drive at Interstate 10 Interchange Project. This contract provides for Construction Management, Materials Testing, and Environmental Monitoring services.

Over several months of negotiations, the County was able to reduce Mendoza & Associates cost proposal from \$3.9 million to an amount not-to-exceed \$2,975,000. The terms of the agreement also provide for the Director of Transportation to authorize extra work amendments for contingencies related to claims, time extensions granted to the construction contractor and other unforeseen issues that may arise to ensure completion of the work with a total budget amount not to exceed \$3,415,000. There would be no additional Net County Cost attached to this agreement.

County Counsel has approved the agreement as to form.

Project No: A8-0372



# ENGINEERING SERVICES AGREEMENT



for

**Indian Canyon Drive at Interstate 10**

**Interchange Project**

between

**COUNTY OF RIVERSIDE • TRANSPORTATION DEPARTMENT**

and

**MENDOZA & ASSOCIATES**



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**ENGINEERING SERVICES AGREEMENT**

COUNTY OF RIVERSIDE, hereinafter referred to as "COUNTY", and MENDOZA & ASSOCIATES, hereinafter referred to as "ENGINEER", located at the following addressees:

County of Riverside • Transportation Department	MENDOZA & ASSOCIATES
4080 Lemon Street, 8 <sup>th</sup> Floor	9444 Balboa Avenue, Suite 270
Riverside, CA 92502	San Diego, Ca. 92123

do hereby agree as follows:

**ARTICLE I • DESIGNATED CONTACTS**

Coordination of ENGINEER, and COUNTY activities will be accomplished through an ENGINEERING PROJECT MANAGER, and a COUNTY PROJECT MANAGER.

The ENGINEERING PROJECT MANAGER/RESIDENT ENGINEER for ENGINEER will be:

Melanie Estes, PE

The COUNTY PROJECT MANAGER for COUNTY will be:

Hugh Smith, PE

**ARTICLE II • PROJECT DEFINITION**

ENGINEER shall furnish all technical and professional services including labor, material, equipment, transportation, supervision, and expertise to fully and adequately perform and complete the covenants set forth in Appendix A, Scope of Services, which is attached hereto and incorporated herein by reference. All services and deliverables associated with the performance and accomplishment of the covenants described in the Scope of Services is hereinafter collectively referred to as the "PROJECT".

**ARTICLE III • COOPERATIVE AGENCIES**

**A. Lead Agency**

COUNTY is designated as the lead agency for PROJECT and is working cooperatively with other agencies in the effort to complete PROJECT.

**B. Cooperative Agencies**

The cooperating agencies are listed below and will hereinafter be collectively referred to as the "AGENCIES".

Caltrans

City of Palm Springs



**CVAG**

**C. COUNTY/AGENCIES Standards**

All deliverables shall be prepared in accordance with the current COUNTY and AGENCIES practices, regulations, policies, procedures, manuals and standards where applicable. All deliverables are subject to review and approval by COUNTY and AGENCIES.

**ARTICLE IV • CONDITIONS**

**A. Notifications**

All notices hereunder and communications regarding interpretation of the terms of this contract and changes thereto shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed to the attention of the ENGINEERING PROJECT MANAGER or the COUNTY PROJECT MANAGER at the respective addresses provided on page one of this contract.

**B. Assignment**

Without written consent of COUNTY, this agreement is not assignable by ENGINEER either in whole or in part.

**C. Subcontracts**

1. ENGINEER shall perform the services contemplated with resources available within its own organization. No portion of the services pertinent to this contract shall be subcontracted without written authorization by the COUNTY PROJECT MANAGER, except that which is expressly identified in this contract.
2. In the event ENGINEER subcontracts any portion of ENGINEER's duties under this agreement, ENGINEER shall require its subcontractors to comply with the terms of this contract in the same manner as required of ENGINEER including, but not limited to; indemnification of the COUNTY, requiring the same insurance of Subcontractors as required of ENGINEER, and having Subcontractor's insurance name the COUNTY as Additional Insured for each type of insurance where this Agreement requires ENGINEER'S insurance to name COUNTY as Additional Insured.

**D. Modifications**

1. This contract may be amended or modified only by mutual written agreement of the parties. No alteration or variation of the terms of this contract will be valid unless made in writing and signed by the parties hereto and no oral understanding or agreement not incorporated herein, will be binding on any of the



parties hereto.

2. There shall be no change in the ENGINEERING PROJECT MANAGER, the identified RESIDENT ENGINEER or key members of the PROJECT team without prior written approval by the COUNTY PROJECT MANAGER.

**E. COUNTY Directives**

ENGINEER shall receive contract directions and interpretations from the COUNTY PROJECT MANAGER.

**F. Liability**

1. ENGINEER has total responsibility for the accuracy and completeness of all documentation, reports, plans, calculations and estimates prepared by or on behalf of ENGINEER for this PROJECT and shall check all such material accordingly. The data and plans will be reviewed by COUNTY. The responsibility for accuracy and completeness of such items remains solely that of ENGINEER.
2. The plans, estimates, calculations, reports and other documents furnished in accordance with the Scope of Services shall meet the criteria for acceptance and be a product of neat appearance, well organized, technically and grammatically correct, checked and having the preparer and checker identified. The minimum standard of appearance, organization and contents shall be of similar types produced by COUNTY and AGENCIES.
3. The page identifying preparers of engineering reports, the title sheet for calculations and/or each sheet of plans prepared in the performance of this PROJECT, shall bear the professional seal, certificate number, registration classification, expiration date of the certificate, and signature of the professional(s) responsible for their preparation.
4. COUNTY agrees that reports, plans, drawings or other work products are for the exclusive use of COUNTY and may be used by COUNTY for the PROJECT described on the face hereof. Such plans, drawings or PROJECT work products may not be changed or used on a different project without the written authorization or approval by ENGINEER.
5. ENGINEER, and the agents and employees of ENGINEER, in the performance of this agreement, shall act in an independent capacity and not as officers, employees or agents of COUNTY.

**G. Indemnification**



1. The ENGINEER agrees to and shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Departments and Special Districts, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (hereinafter individually and collectively referred to as "Indemnitees") from all liability, including, but not limited to loss, suits, claims, demands, actions, or proceedings to the extent caused by any alleged or actual negligence, recklessness, willful misconduct, error or omission of ENGINEER, its directors, officers, partners, employees, agents or representatives or any person or organization for whom ENGINEER is responsible, arising out of or from the performance of services under this Agreement.
2. As respects each and every indemnification herein ENGINEER shall defend and pay, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, and defense and settlements or awards against the Indemnitees.
3. With respect to any action or claim subject to indemnification herein by ENGINEER, ENGINEER shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes ENGINEER'S indemnification to Indemnitees as set forth herein.
4. ENGINEER'S obligation hereunder shall be satisfied when ENGINEER has provided to Indemnitees the appropriate form of dismissal relieving Indemnitees from any liability for the action or claim involved.
5. The specified insurance limits required in this Agreement shall in no way limit or circumscribe ENGINEER'S obligations to indemnify and hold harmless Indemnitees from third party claims.
6. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the ARCHITECT from indemnifying the COUNTY to the fullest extent allowed by law.

**H. Quality Control**

ENGINEER shall implement and maintain the following quality control procedures during the preparation of the reports, calculations, plans and other documents relating to PROJECT. ENGINEER shall have a quality control plan in effect during the entire time services are being performed under the contract. The plan shall establish a process whereby reports are reviewed and calculations are independently checked, plans





checked, corrected and back-checked, and all job related correspondence and memoranda routed and received by affected persons and then bound in appropriate job files. The COUNTY PROJECT MANAGER may request evidence that the quality control plan is functional.

**I. Extra Work**

1. ENGINEER shall not perform Extra Work until receiving written authorization from the COUNTY PROJECT MANAGER.
2. In the event that COUNTY directs ENGINEER to provide services constituting Extra Work, COUNTY shall provide extra compensation to the ENGINEER. Allowable compensation for approved extra work will be based on the provisions of Appendix B, Budget, which is attached hereto and incorporated herein by reference.
3. A supplemental Agreement providing for such compensation for Extra Work shall be issued by COUNTY to ENGINEER. Such Supplemental Agreement shall be executed by ENGINEER and be approved by COUNTY.

**K. Disputes**

1. In the event ENGINEER considers any work demanded of him to be outside the requirements of the contract, or if he considers any order, instruction, or decision of COUNTY to be unfair, he shall promptly upon receipt of such order, instruction or decision, ask for a written confirmation of the same whereupon he shall proceed without delay to perform the work or to conform to the order, instruction, or decision; but unless ENGINEER finds such order, instruction, or decision satisfactory, he shall within 20 days after receipt of same, file a written protest with COUNTY stating clearly and in detail his objections and reasons therefore. Except for such protests or objections as are made of record in the manner specified and within the time stated herein, and except for such instances where the basis of a protest could not reasonably have been foreseen by ENGINEER within the time limit specified for protest, ENGINEER hereby waives all grounds for protests or objections to the orders, instruction, or decisions of COUNTY and hereby agrees that, as to all matters not included in such protests, the orders, instructions and decisions of COUNTY will be limited to matters properly falling within COUNTY's authority.
2. Any controversy or claim arising out of or relating to this contract which cannot be resolved by mutual agreement may be settled by arbitration in accordance with the rules of the American Arbitration



Association, provided that the parties mutually agree to submit to arbitration.

3. Neither the pendency of a dispute nor its consideration by arbitration will excuse ENGINEER from full and timely performance in accordance with the terms of the contract.

**L. Termination Without Cause**

1. COUNTY reserves the right to terminate this contract at COUNTY's discretion and without cause, upon thirty (30) calendar days written notice to ENGINEER.
2. In the event of termination of the Agreement, upon demand, ENGINEER shall deliver to COUNTY all field notes, surveys, studies, reports, plans, drawings, specifications, and all other materials and documents prepared or provided to ENGINEER in the performance of this Agreement. All such documents and materials shall be property of COUNTY.
3. In the event that the contract is terminated, ENGINEER is entitled to full payment for all services performed up to the time written notice of contract cancellation is received by ENGINEER. Payment shall be made for actual services performed in the performance of the PROJECT to date based upon Appendix A, Scope of Services, as contracted for, less payments made to date; plus any amount for authorized, but unpaid, extra work performed and costs incurred.

**M. Termination for Lack of Performance**

COUNTY may terminate this agreement and be relieved of the payment of any consideration to ENGINEER should ENGINEER fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. In such event, ENGINEER shall be paid only for work completed and delivered to COUNTY in a timely and successful manner.

**N. Insurance**

Without limiting or diminishing the ENGINEER'S obligation to indemnify or hold the COUNTY harmless, ENGINEER shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement, or for a term otherwise specified herein.

1. Workers' Compensation:

Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California.

Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less



than \$1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in favor of the County of Riverside; and to provide a Borrowed Servant/Alternate Employer Endorsement.

2. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, completed operations, personal and advertising injury covering claims which may arise from or out of ENGINEER'S performance of its obligations hereunder. Policy shall name, by endorsement all Agencies, Special Districts and Departments of the County of Riverside, their respective Directors, Officers, Board of Supervisors, employees, agents, elected and appointed officials and subcontractors as Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

3. Vehicle Liability:

ENGINEER shall maintain Liability Insurance for all owned, non-owned or hired vehicles in an amount not less than \$1,000,000 per occurrence combined single limit. If ENGINEER'S vehicles or mobile equipment are not to be used in the performance of the obligations under this Agreement, ENGINEER shall maintain coverage for non-owned or hired vehicles in an amount not less than \$1,000,000 per occurrence combined single limit. Such non-owned or hired vehicle coverage may be included as a part of the Commercial General Liability policy. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name by endorsement, all Agencies, Special Districts and Departments of the County of Riverside, their respective Directors, Officers, Board of Supervisors, employees, agents, elected or appointed officials and subcontractors as Additional Insureds.

4. Professional Liability:

ENGINEER shall maintain Professional Liability Insurance providing coverage for performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If ENGINEER'S Professional Liability Insurance is written on a claims-made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement. Upon termination of this Agreement or the expiration or cancellation of the claims made



insurance policy ENGINEER shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or, 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3) demonstrate through Certificates of Insurance that ENGINEER has maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

5. General Insurance Provisions - All lines:

- a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- b. The ENGINEER'S insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self insured retentions which are deemed unacceptable to the COUNTY, at the election of the County's Risk Manager, ENGINEER'S carriers shall either; 1) reduce or eliminate such deductibles or self-insured retentions as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.
- c. The ENGINEER shall cause their insurance carrier(s) to furnish the COUNTY with 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein; or, 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) shall provide no less than thirty (30) days written notice be given to the COUNTY prior to any material modification or cancellation of such





insurance. In the event of a material modification or cancellation of coverage, this Agreement shall terminate forthwith, unless the COUNTY receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages and the insurance required herein is in full force and effect. Individual(s) authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance. *ENGINEER shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section.*

- d. It is understood and agreed by the parties hereto and the ENGINEER'S insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- e. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services or performance of work the Risk Manager of the County of Riverside reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages required herein, if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the ENGINEER has become inadequate.
- f. ENGINEER shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement

**O. Conflict of Interest**

ENGINEER warrants, by execution of this contract, that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ENGINEER for the purpose of securing business. For breach or violation of this warranty, COUNTY has the right to annul this contract without liability, pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee. ENGINEER may be



requested to complete a Conflict of Interest Statement prior to, during, or after execution of this contract. ENGINEER understands that as a condition of this contract ENGINEER agrees to complete the Conflict of Interest Statement when requested to do so by COUNTY.

**P. Legal Compliance**

ENGINEER shall comply with all Federal, State and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals currently in effect and in any manner affecting the performance of this Agreement, including, without limitation, workers' compensation laws and licensing and regulations.

**Q. Nondiscrimination**

1. During the performance of this agreement, ENGINEER and its Subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. ENGINEER and Subcontractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full. ENGINEER and its Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
2. ENGINEER will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by COUNTY or AGENCIES to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of ENGINEER is in the exclusive possession of another who fails or refuses to furnish this information, ENGINEER shall so certify to COUNTY, or the Federal Highway Administration as appropriate and shall set forth what efforts he has made to obtain the information.
3. In the event of ENGINEER's noncompliance with the nondiscrimination provisions of this contract,



COUNTY shall impose such contract sanctions as it determines to be appropriate, including, but not limited to:

- Withholding of payments to ENGINEER under the contract until ENGINEER complies;
  - Cancellation, termination, or suspension of the contract in whole or in part.
4. ENGINEER shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this contract.
  5. ENGINEER shall comply with Title VI of the Civil Rights Act of 1964, as amended. Accordingly, 49 CFR 21 through Appendix H and 23 CFR 710.405(b) are applicable to this contract by reference.

**R. Labor Code and Prevailing Wages**

1. Certain Classifications of Labor under this contract may be subject to prevailing wage requirements.
2. Reference is made to Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with Section 1720). By this reference said Chapter 1 is incorporated herein with like effect as if it were here set forth in full. The parties recognize that said Chapter 1 deals, among other things with discrimination, penalties and forfeitures, their disposition and enforcement, wages, working hours, and securing worker's compensation insurance and directly effect the method of prosecution of the work by ENGINEER and subject it under certain conditions to penalties and forfeitures. Execution of the Agreement by the parties constitutes their agreement to abide by said Chapter 1, their stipulation as to all matters which they are required to stipulate as to by the provisions of said Chapter 1, constitutes ENGINEER's certification that he is aware of the provisions of said Chapter 1 and will comply with them and further constitutes ENGINEER's certification as follows: "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."
3. Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates, including the per diem wages applicable to the work, and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, and similar purposes, in the county in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are available from the California Department of Industrial Relations' Internet website at <http://www.dir.ca.gov>.



4. Should a portion of the project contain Federal funding, Federal minimum wages shall be used. The Federal minimum wage rates for this project as determined by the United States Secretary of Labor are available from the U.S Department of Labor, Employment Standards Administration, Wage and Hour Division's Internet website at <http://www.access.gpo.gov/davisbacon>. If there is a difference between the minimum wage rates determined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the ENGINEER and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the ENGINEER and subcontractors, the ENGINEER and subcontractors shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the employees in question.

**S. Review and Inspection**

ENGINEER and any Subcontractors shall permit COUNTY and/or AGENCIES to review and inspect PROJECT activities including review and inspection on a daily basis.

**T. Record Retention / Audits**

1. ENGINEER, Subcontractors, and COUNTY shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract.
2. COUNTY, Caltrans, the State Auditor General, FHWA or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of ENGINEER that are pertinent to the contract for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. (Government Code Section 105320)

**U. Ownership of Data**

Ownership and title to all reports, documents, plans, calculations, and estimates produced as part of this





contract will automatically be vested in COUNTY and no further agreement will be necessary to transfer ownership to COUNTY.

**V. Confidentiality of Data**

1. All financial, statistical, personal, technical or other data and information which is designated confidential by COUNTY or AGENCIES, and made available to ENGINEER in order to carry out this contract, shall be protected by ENGINEER from unauthorized use and disclosure.
2. Permission to disclose information on one occasion for a public hearing held by COUNTY or AGENCIES relating to the contract shall not authorize ENGINEER to further disclose such information or disseminate the same on any other occasion.
3. ENGINEER shall not comment publicly to the press or any other media regarding the contract, COUNTY or the AGENCIES actions on the same, except to COUNTY or AGENCIES staff, ENGINEER's own personnel involved in the performance of this contract, or at public hearings, or in response to questions from a Legislative committee.
4. Each subcontract shall contain provisions similar to the foregoing related to the confidentiality of data and nondisclosure of the same.
5. ENGINEER shall not issue any news release or public relations item of any nature whatsoever regarding work performed or to be performed under this contract without prior review of the contents thereof by COUNTY and receipt of COUNTY's written permission.

**W. Funding Requirements**

1. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the agreement were executed after that determination was made.
2. This agreement is valid and enforceable only if sufficient funds are made available to COUNTY for the purpose of this PROJECT. In addition, this agreement is subjected to any additional restrictions, limitations, conditions or any statute enacted by Congress, State Legislature or COUNTY that may affect the provisions, terms or funding of this contract in any manner.
3. It is mutually agreed that if sufficient funds for the program are not appropriated, this contract will be



amended to reflect any reduction in funds.

**ARTICLE V • PERFORMANCE**

**A. Performance Period**

1. This Contract shall begin upon notification to proceed by the COUNTY PROJECT MANAGER.
2. ENGINEER is advised that any recommendation for contract award is not binding on COUNTY until the proposed contract is approved by all AGENCIES, and the contract is fully executed and approved by COUNTY.
3. ENGINEER shall perform PROJECT services in accordance with the provisions set forth in Appendix A, Scope of Services, which is attached hereto and incorporated herein by reference.
4. Where ENGINEER is required to prepare and submit studies, reports, plans, etc., to COUNTY, these shall be submitted in draft as scheduled, and the opportunity provided for COUNTY to direct revisions, prior to final submission.
5. When COUNTY determines that ENGINEER has satisfactorily completed the PROJECT services, COUNTY shall give ENGINEER a written Notice of Final Acceptance. ENGINEER shall not incur any further costs hereunder unless so specified in the Notice of Final Acceptance. ENGINEER may request a Notice of Final Acceptance determination when, in its opinion, it has satisfactorily completed all covenants as stipulated in this Contract.
6. Time is of the essence in this agreement.

**B. Time Extensions**

1. Any delay in providing PROJECT services required by this contract occasioned by causes beyond the control and not due to the fault or negligence of ENGINEER, shall be the reason for granting an extension of time for the completion of the aforesaid work. When such delay occurs, ENGINEER shall promptly notify COUNTY in writing of the cause and of the extent of the delay whereupon COUNTY shall ascertain the facts and the extent of the delay and grant an extension of time for the completion of the work when, in COUNTY's judgement, their findings of fact justify such an extension of time.
2. COUNTY's findings of fact shall be final and conclusive to the parties hereto. However, this is not intended to deny ENGINEER its civil legal remedies in the event of a dispute.

**C. Reporting Progress**



1. As part of the monthly invoice ENGINEER shall submit a progress report in accordance with COUNTY Engineering Services Progress Reporting Guidelines. Progress Reports shall indicate the progress achieved during the previous month in relation to the Scope of Services. Appendix A, which is attached hereto and incorporated herein by reference. Submission of such progress report by ENGINEER shall be a condition precedent to receipt of payment from COUNTY for each monthly invoice submitted.
2. To ensure understanding and performance of the contract objectives, meetings between COUNTY, AGENCIES, and ENGINEER shall be held as often as deemed necessary. All work objectives, ENGINEER's work schedule, the terms of the contract and any other related issues will be discussed and/or resolved. ENGINEER shall keep minutes of meetings and distribute copies of minutes as appropriate.

**D. Evaluation of ENGINEER**

ENGINEER's performance will be evaluated by COUNTY for future reference.

**ARTICLE VI • COMPENSATION**

**A. Work Authorization**

ENGINEER shall not commence performance of any work or PROJECT services until so directed by the County Project Manager. No payment will be made prior to approval of this contract.

**B. Basis of Compensation**

1. PROJECT services as provided under this agreement as described in the Appendix A, Scope of Services, shall be compensated for as defined in Appendix B, Budget, which is attached hereto and incorporated herein by reference. The total amount of the Contract is not to exceed \$ 3,415,000 and reimbursement is to be made at actual billed cost for the following contractors with not to exceed amounts as shown:

•	MENDOZA & ASSOCIATES	\$ 1,531,000
•	ECORP Consulting	\$ 65,000
•	RMA Group	\$ 299,000
•	Surveying (TBD, if necessary)	\$ 235,000
•	Chaudhary & Associates	\$ 168,000
•	Simon Wong Engineering	\$ 432,000
•	Ghirardelli Associates	\$ 243,000



•	Ghirardelli Associates		\$ 243,000
	<b>Engineer's Budget</b>	=	<b>\$ 2,975,000</b>
	Contingency	=	\$ 440,000
	<b>Total Budget</b>	=	<b>\$ 3,415,000</b>

County shall hold contingency in reserve for unforeseen extra work that may arise during the performance of this agreement. Contingency budget shall only be used at the discretion of the County Project Manager, and with written authorization of the County Project Manager. No additional compensation for Extra Work will be paid except upon the issuance of an Extra Work Order by COUNTY.

2. Prior authorization in writing by the COUNTY PROJECT MANAGER will be required before ENGINEER enters into any non-budgeted purchase order or subcontract exceeding \$1000 for supplies, equipment or consultant services. ENGINEER shall provide an evaluation of the necessity or desirability of incurring such costs.
3. For purchase of any item, service or consulting work not covered in ENGINEER's proposal and exceeding \$10,000, with prior authorization by the COUNTY PROJECT MANAGER, three competitive quotations shall be submitted with the request, or the absence of bidding shall be adequately justified.
4. Any equipment purchased as a result of this contract is subjected to the following: ENGINEER shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$500 or more. If the purchased equipment needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit. At the conclusion of the contract or if the contract is terminated, ENGINEER may either keep the equipment and credit COUNTY in an amount equal to its fair market value or sell such equipment at the best price obtainable at a public or private sale in accordance with established COUNTY procedures and credit COUNTY in an amount equal to the sales price. If ENGINEER elects to keep the equipment, fair market value shall be determined, at ENGINEER's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable by COUNTY, and ENGINEER. If it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY and AGENCIES.
5. The consideration to be paid ENGINEER, as provided herein, shall be in compensation for all of





ENGINEER's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

6. ENGINEER agrees that the Contract Cost Principles and Procedures, CFR 48, Federal Acquisition Regulations Systems, Chapter 1, Part 31, shall be used to determine the allowability of individual items of cost.
7. ENGINEER also agrees to comply with Federal procedures in accordance with Office of Management and Budget Circular A-102, Uniform Administrative Requirements for Grants-in-Aid to State and Local Governments.
8. In the event of errors or omissions in the plans for PROJECT, ENGINEER shall perform the necessary engineering services required to correct such errors and omissions without additional charge to COUNTY.

**C. Progress Payments**

1. ENGINEER shall submit monthly invoices for PROJECT Services in accordance with Appendix B, Budget, and in accordance with COUNTY Engineering Services Invoicing Procedures.
2. ENGINEER shall submit an invoice each month for PROJECT services performed during the preceding month. Invoices shall be submitted to the COUNTY PROJECT MANAGER and shall be included with a Progress Report covering the same period as the submitted invoice. Invoices shall show separate line item totals for each work order or extra work task.
3. Progress payments will be based on PROJECT services provided and actual costs incurred. Payments made prior to the completion of each phase will not exceed the amount allowed in ENGINEER's cost proposal for the completion of that phase and prior phases, unless a prior written agreement has been obtained.
4. Progress payments will be made as promptly as fiscal procedures will permit upon receipt by the COUNTY PROJECT MANAGER of itemized invoices.
5. Payment of the post construction Services will be withheld until all documentation is submitted in an acceptable format and COUNTY issues a Notice of Final Acceptance for PROJECT. The budgeted amount will be paid to ENGINEER after COUNTY has approved ENGINEER's final documents and estimate for PROJECT.



ARTICLE VII • APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:

 Dated: 5/6/10

Juan C. Perez  
Director of Transportation

APPROVED AS TO FORM:

 Dated: 5/12/10  
Marsha L. Victor

Pamela J. Walls  
County Counsel

APPROVAL BY THE BOARD OF SUPERVISORS

 Dated: MAY 25 2010

**MARION ASHLEY**  
PRINTED NAME  
Chairman, Riverside County Board of Supervisors

ATTEST:  
KECIA HARPER-IHEM, Clerk  
By   
DEPUTY

Clerk of the Board (SEAL)

ENGINEER Approvals

ENGINEER:

 Dated: 8/4/09

Richard J. Mendoza  
PRINTED NAME  
President  
TITLE

ENGINEER:

\_\_\_\_\_ Dated: \_\_\_\_\_

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE



**Appendix A**  
**County of Riverside Transportation Department**  
**Indian Canyon Drive Interchange on Interstate 10 Scope of Services**

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# **1 - Project Description**

The COUNTY proposes the reconstruction and improvement of the Indian Canyon Drive Interchange on Interstate 10 (I-10) in Riverside County and the City of Palm Springs. The improvements will include the replacement of the existing Indian Canyon Drive bridge over I-10, from 0.15 kilometers north of 20<sup>th</sup> Avenue to 0.19 kilometers south of Garnet Avenue, reconstruction of the interchange ramps and signalization of the ramp termini. The project is expected to take two years and is currently anticipated to start in July, 2010.

The existing interchange on I-10 at Indian Canyon Drive includes a bridge with two lanes (one lane in each direction). The existing on-ramps and off-ramps for Indian Canyon Drive are single lane tee ramps. The approved Project includes constructing Indian Canyon Drive to a width of 11 to 34 meters. The existing bridge overcrossing I-10 will be replaced by a new overcrossing that will be constructed using Precast Concrete "Bulb Tee" Girders with a combination of pretensioning and posttensioning reinforcement. The new overcrossing will span approximately 91.4 meters and will be 34 meters wide.

The County shall provide copies of applicable permits and conditions of approval to the Consultant prior to commencement of the work contemplated by this Agreement.

## **1.1 Project Controls System Development**

### Purpose:

To provide Mendoza & Associates managers and County staff with current information regarding schedule, budgets, expenditures, and change orders in an integrated cost and schedule information system.

The master schedule of the Project Controls System (PCS) will enable critical activities and interrelationships between the contractors, suppliers, the County, the County's Project Manager, design engineers, utility companies, biologist and construction manager (including its subcontractors) to be monitored efficiently during the construction phase of the project. The master schedule will identify permit constraints, work area restrictions and other known work and/or coordination constraints.

The cost-monitoring element of the PCS will enable project-wide monitoring of expenditures for comparison with the original budgets and budget updates resulting from change orders processed during the life of the project. Monthly reporting will enable accurate cost forecasting at any time.

The automation of the above information will enable timely analysis, intervention, and decision making to enable efficient control of the project.

### Approach:

Mendoza & Associates will develop the PCS using software similar to Primavera P3 and Expedition, Microsoft Word and Excel software. A master schedule will be developed summarizing all significant activities of project related entities including the contractor, equipment suppliers, the County project manager, design consultants, biologist, and the construction manager. The schedule will be structured to include the following:

- Primary contractor work activities, including major submittals required accomplishing the work.
- Principal work activities of the Mendoza & Associates' construction manager, the County's project manager, design consultants, biologist, contractors, and suppliers.
- Activities necessary for regulatory compliance.
- Activities related to utility relocations.
- Relationships between submittals, approvals, procurement, and delivery of materials.
- Milestones associated with permitting and approvals.
- Any activity requiring coordination with the County, Caltrans oversight, City of Palm Springs and other local utility/regulatory agencies.
- Substantial and final completion dates.

The cost accounting format will use a work breakdown structure and cost categories that will be compatible with the County's cost accounting system. The work breakdown structure will be based on contractor's activities and will provide the basis for cost-loading activities in the schedule.

Assumptions:

1. The initial master project schedule will be developed based on information available before the award of contracts for construction.
2. The County will provide a description of the County invoicing requirements and guidelines for project work breakdown structure and cost reporting format.
3. County will provide copies of all consultant contracts including scope of services and budgets.

Deliverables:

1. Implementation of Project Control System.
2. Draft master project schedule.
3. Initial master project schedule following review and approval by the County.
4. Initial project cost.

## **1.2 Monthly Project Progress Meetings and Reports**

Purpose:

To apprise County management and other stakeholders of Mendoza & Associates's activities under this contract via written report and monthly meeting.

Approach:

Mendoza & Associates will provide a brief written report covering a summary of the status and expenditures associated with each of the tasks described in this scope of work; including highlights of any unusual contractual issues that arise during the reporting period.

Mendoza & Associates will schedule monthly progress meetings, which will provide for discussion of progress reports and issues related to (a) this agreement and (b) the construction agreements.

Assumptions:

1. The project monthly progress report will be provided throughout the contract period for an estimated duration of 18 months.
2. A regular monthly meeting date and time will be established. Meeting date is typically the first week of each month, the same day of the week, i.e., Monday, Tuesday, etc.
3. Written progress reports will be provided to the County at least 5 working days in advance of each progress meeting.
4. County to submit proposed changes/amendments to the monthly progress reports, in writing, to Mendoza & Associates for its use.

Deliverables:

1. Monthly project progress report.
2. One page summary report.
3. Monthly progress review meetings with minutes/summaries.

### **1.3 Document Management System**

Purpose:

To establish a system for the timely logging, filing, and tracking of project related correspondence to assure timely responses, provide a record of communications to enable efficient retrieval and establish the chronology of events for use in dispute resolution.

Approach:

Mendoza & Associates will set up a document tracking system; using software similar to Primavera *Expedition* to maintain project files.

Assumptions:

1. Actual logging, filing, and tracking of project information will be performed under separate tasks and subtasks.
2. The Mendoza & Associates File Index will conform to the Caltrans filing numbering system.

Deliverables:

Implementation of a computerized document management system including written procedures for use of the Mendoza & Associates project team.



#### **1.4 Neighborhood Liaison Strategy**

Purpose:

To provide a strategy for dealing with issues related to the impacts of construction on the residential neighborhoods and businesses located adjacent to and within the limits of the project.

Approach:

Mendoza & Associates will develop in conjunction with the County a strategy for neighborhood and local community communication related to construction phase impacts and mitigation.

Assumptions:

Mendoza & Associates will be responsible for development of the neighborhood liaison strategy. However, the County will provide general guidelines for community and neighborhood affairs, dictate protocol, and initiate contact with local elected officials, if required. The County will be responsible for the review and approval of the overall plan.

Deliverables:

1. Mendoza & Associates: Draft Action Plan
2. County: Review and comment on action plan.
3. Mendoza & Associates: Draft Neighborhood affairs strategy memorandum.
4. County: Comments on draft strategy memorandum.
5. Mendoza & Associates: Final Neighborhood affairs strategy memorandum.

#### **1.5 Sub-Consultant Management:**

Purpose:

To coordinate and manage sub-consultant services contracted with Mendoza & Associates. Sub-consultants include inspectors, materials testing consultants, and biologists, and /or others, to be determined at a later date and secured at reasonable rates.

Approach:

Mendoza & Associates will coordinate and manage the utilization of sub-consultants for the County in order to comply with the terms of the contract documents and the requirements of regulatory agencies.

At the County's direction, Mendoza & Associates will negotiate and enter into sub-consultant agreements with select sub-consultants.

Mendoza & Associates will work with consultants contracted directly with the County. Mendoza & Associates will review and approve invoices provided by County consultants and forward said invoices to the County for processing and payment.

Assumptions:

1. The County will retain final approval rights over invoices for County contracted consultants.
2. All costs associated with Mendoza & Associates's sub-consultant services will be billed to the County in conjunction with Mendoza & Associates's services on a monthly basis.

Deliverables:

1. Copies of all sub consultant reports. Original reports will remain with Mendoza & Associates until project closeout, at which time all originals will be forwarded to the County with the project documentation.
2. Copies of all sub-consultant invoices billed through Mendoza & Associates.
3. Original invoices reviewed and approved by Mendoza & Associates for County contracted consultants.

## **2 – Pre-Construction Phase Services**

Mendoza & Associates shall provide specialized services during the project Pre-Construction phase, including the bidding periods of the project. These services are intended to involve the construction manager early in the project and to provide advanced planning for construction phase activities.

### **2.1 Construction Management Plan**

Purpose:

To provide the County and Mendoza & Associates with uniform procedures and standards for the administration of the construction contract.

Approach:

Mendoza & Associates will develop a procedures manual that is usable for the construction project utilizing the **Caltrans Construction Management Manual** and portions of the **Local Assistance Manual**. The Manual will be a compilation of both manuals, using various parts from both manuals as appropriate and incorporating a section concerning emergencies. The County approved manual will be used by the County, as it deems appropriate.

Assumptions:

The final project manual will be bound in a three ring binder to facilitate future revisions.

Deliverables:

1. Draft project manual for review by the County. Mendoza & Associates will provide two (2) copies of the draft.
2. After review and comments, provide two (2) copies of final project manual to the County.

### **2.2 Storm Water Pollution Prevention Plan (SWPPP)**

Purpose:

To protect the County from potential fines from regulatory agencies by monitoring contractors' activities regarding pollution prevention controls and/or activities for general compliance with the contractor's SWPPP Best Management Practices (BMP).

Approach:

Mendoza & Associates will observe the contractor's work area for general compliance with the SWPPP Best Management Practices (BMP) and notify the contractor if the pollution prevention controls are not in accordance with the SWPPP. Failure to revise and correct conditions will be cause to have the County take corrective action. Immediate shutdown of the contractor's work may be required, if conditions are in non-compliance with the SWPPP or other permit conditions.

Assumptions:

1. Mendoza & Associates will not provide full time inspections of contractor's work areas for compliance with the contractor(s) SWPPP and BMP.
2. Mendoza & Associates will not be responsible for contractor(s) means and methods for complying with the BMP listed in the SWPPP.
3. Mendoza & Associates will not be responsible for costs incurred by the contractor(s) for its failure to comply with its SWPPP.
4. Mendoza & Associates will document site conditions with respect to SWPPP and BMP weekly and maintain a separate file for said reports.

Deliverables:

Contractor(s)' SWPPP monitoring reports and Mendoza & Associates documentation of site conditions kept in project file for the record.

### **2.3 Local Assistance Documentation / Federal Contract Management Requirements**

Purpose:

To assist the County in field observation, testing and preparation of documentation required for compliance with FHWA Contract Management Requirements as detailed in the Caltrans's Local Assistance Procedures Manual.

Approach:

Mendoza & Associates in conjunction with the County will review the Local Assistance Procedures Manual to insure that all contract administration procedures, documentations, and filing system is being prepared in accordance with Chapters 15, 16, and 17 of the Local assistance Procedures Manual. All subsections included in these chapters have been discussed in details throughout various sections of this Scope of Services:

- Chapter 1, Introduction and Overview
- Chapter 5, Accounting/Invoices Contents
- Chapter 7, Field Review
- Chapter 12, Plans, Specifications & Estimate
- Chapter 14, Utility Facility
- Chapter 15, Advertise and Award Project; including the following sections:
  - Approval for Local Agency to Administer Projects.
  - Project Advertisement,
  - Contract Bid Opening, Contract Award, and Award Package
- Chapter 16, Administer Construction Contracts includes the following:
  - Project Supervision and inspection
  - Pre-construction meeting and partnering

- Contract time
- Sub-contractors
- Engineer's daily reports
- Project files
- Construction records and procedures
- Safety Provisions
- Labor compliance
- Equal employment opportunity
- Quality Assurance Program
- Contract claims
- Traffic safety in highway and street work zones
- Construction engineering review by the State.
- Chapter 17, Project Completion includes the following:
  - Acceptance procedures
  - As-built plans
  - Report of expenditures
  - Consequences
- Chapter 19, Progress Reviews

The County and Mendoza & Associates will incorporate specific deliverables within the scope of services and designate the party or parties responsible.

Assumptions:

The County will review the attached scope of services and deliverables to ensure that all tasks required are identified and an individual party is assigned responsibility for that task.

Deliverables:

This Scope of Services. Individual tasks required for compliance with the Local Assistance Procedures Manual are identified as specific tasks including all required checklists, forms, filing system, procedures for progress payments, change orders, claims, correspondence, as-builts, reporting, permit compliance, permit renewals, final invoicing and claims mitigations and resolutions.

Also using the Caltrans Construction Manual, Traffic Manual, CAL OSHA Safety Orders, SWPPP & PMP preparation Handbook, and all Bridge Manuals as applicable.

All above Chapters and sections have specific formats, checklists, and procedures that would be implemented as required by the Local Assistance Procedures Manual and Contract Provisions.

**2.4 Pre-construction walk with contractor**

Purpose:

To document existing project site and neighboring site conditions prior to the start of construction; to ensure that all parties are aware of and agree to the condition of existing project site and neighboring site conditions prior to the start of construction.

Approach:

Prior to the issuance of a Notice to Proceed, Mendoza & Associates, the Contractor, utility company representatives, biologist, County and City representatives will walk the entire project and record existing conditions via a written log, still photographs, and videotape where required. Mendoza & Associates will provide copies of all documentation to the Contractor and the County. Mendoza & Associates will keep documentation originals in the project files until project completion.

Assumptions:

Project walk will not take longer than two days with approximately the same amount of time to log, file and copy the information.

Deliverables:

A written log, still photographs and any videotape depicting existing site conditions, as recorded prior to the start of construction.

### **3 – Construction Management Services**

Mendoza & Associates, on behalf of the County, will provide construction management services for a single construction contract. The project involves the reconstruction and improvement of the Indian Canyon Drive Interchange on Interstate 10 (I-10) in Riverside County and the City of Palm Springs, more completely described above. Construction Management services will encompass the enforcement of all construction contract requirements.

#### **3.1 Pre-construction Conferences**

Purpose:

To provide a forum for all essential project participants to meet prior to the start of work. This meeting will outline the County's administration of the contract, introduction of the participants, and record all comments and questions submitted by the contractor. Provides an understanding of the procedures to be used on the project and what the Contractor can expect from the County and its consultants.

Approach:

Mendoza & Associates will schedule, prepare the agenda, chair and take minutes of the pre-construction meeting. The meeting will outline project specifics and inform the Contractor of project administration procedures.

Assumptions:

1. The County will provide the meeting venue.
2. The County will assist Mendoza & Associates in developing the attendee list.
3. Mendoza & Associates will prepare a draft agenda for the County approval prior to the meeting.

Deliverables:

1. Written agenda and minutes of pre-construction conference.
2. Electronic copies of pre-construction meeting minutes to the attendees.

3. Review and comment on contractor's base-line schedule.
4. Establish ground rules of coordination & communications with contractor and designer concerning the processing and reviewing of submittals and RFI's.
5. Maintain construction documents per federal requirements and as detailed in Chapters 15, 16, 17 and other relevant Chapters of the Local Assistance procedures Manual.
6. Enforcement DBE requirements.
7. Enforcement of Labor Compliance Requirements, including completion federal Labor Compliance Pre-job Checklist.
8. Enforcement of Quality Assurance Program
9. Completion of the Federal Resident Bridge Engineer's Construction Contract Administration Checklist, including all necessary attachments as detailed in Local Assistance Procedures Manual.
10. Discussion of environmental permits requirements.
11. Discussion of utility company requirements.
12. Preparation of invoices for federal reimbursement.

### **3.2 Communications and Correspondence**

Purpose:

To provide and/or facilitate effective communication, on behalf of the County, among all stakeholders in the administration of the construction contract.

Approach:

Mendoza & Associates will obtain all pertinent information as required to develop a project directory of all key personnel working on the project. Mendoza & Associates will develop a graphic chart indicating the proper flow of correspondence. Mendoza & Associates will log all information received from the Contractor and others, in *Expedition*. Lastly, Mendoza & Associates will prepare and/or forward appropriate responses, obtaining County approval when required.

Assumptions:

1. The Mendoza & Associates Correspondence Log will be used for all correspondence received from the County, the Contractor and others.
2. All original correspondence will remain with the Mendoza & Associates project files. Only copies will be distributed, with the exception of shop drawing submittals.
3. The Mendoza & Associates project files will be turned over to the County upon the conclusion of the project.

Deliverables:

1. Communication flow chart.
2. Written logs of information received from the County, the Contractor, design consultants, biologist, testing firm, citizens and/or others.

### **3.3 Change Management**

Purpose:

To provide a system for logging and tracking all changes on the project.

Approach:

Mendoza & Associates will review potential change orders for contractual and technical merit, prepare independent cost estimates and schedule analysis of work as necessary, and negotiate change order costs with the Contractor. Mendoza & Associates will prepare change orders with all required support documentation for execution by the County. Mendoza & Associates will keep the County apprised of cumulative changes in project cost and project duration.

Assumptions:

1. Mendoza & Associates will be allowed to use its own judgment regarding how best to handle cost negotiations with the Contractor, but will keep the County informed throughout the process.
2. Mendoza & Associates will obtain final approval of all project cost and/or project time changes from the County prior to authorizing the Contractor to proceed with changes.
3. Mendoza & Associates will prepare official change order documentation to be processed with the Contractor's regular application for payment.
4. Change Orders will require County's approval.

Deliverables:

1. Independent cost estimates.
2. Change orders ready for execution.
3. Change order summary reports.

### **3.4 Monthly Construction Progress Reports**

Purpose:

To keep the County apprised of the project status during the prescribed construction period.

Approach:

Mendoza & Associates will prepare a monthly report that provides construction status to the County and other involved parties. The monthly report shall contain the following:

1. Status of contractor's schedule and what the contractor is doing to maintain or catch up if the schedule has slipped. While the focus will be on critical path items, other items that might become critical will be discussed in the report.
2. Construction and construction manager's costs incurred for the month.
3. Cash flow projections for both the contractor and Construction manager.
4. Identify actual and potential problems associated with the construction project and consult with the Project Manager and design engineer.
5. Evaluate Cost Reduction Incentive Proposals (CRIP) and provide recommendations to the Engineer for acceptance or denial.
6. Potential Issues, pending change orders and executed change orders.
7. Photographs to show construction activities and for clarity for special issues.
8. Other information deemed necessary for the County to have a concise understanding of the construction Projects.

Assumptions:

The County will assist Mendoza & Associates in the initial formatting of the first report.

Deliverables:

1. Monthly progress report.
2. One page summary report for distribution to Senior County staff or elected officials.

### **3.5 Schedule Monitoring**

Purpose:

To monitor and review the Contractor's schedule, after acceptance of baseline schedule, to ensure project is not being delayed over issues within the control of the Contractor.

Approach:

Mendoza & Associates will develop procedures, using available software, to review the Contractor's monthly schedule updates for logic, duration, and resource changes. Mendoza & Associates will notify the Contractor of discovered changes and document the Contractor's response, for the record. Mendoza & Associates will keep the County apprised of the Contractor's current construction schedule.

Assumptions:

Contract specifications will require the Contractor to use Critical Path Method (CPM) scheduling tools/software. The preferred scheduling software is P3 or Suretrak by Primavera. Gant charts will be strictly forbidden.

Deliverables:

1. Mendoza & Associates will prepare and transmit to the Contractor schedule review comments.
2. Monthly review of contractor's schedule updates and provide summary to County on schedule status and impact of changes to completion date.
3. Monitor and facilitate utility coordination with various utility companies and the Contractor. Incorporate relocations in the schedule and report any delays and impacts to completion date.

### **3.6 Cost Monitoring**

Purpose:

To provide the County with a system that is easy to understand and provides up-to-date cost information for making timely decisions.

Approach:

Using a combination of software like *Expedition* and *Excel*, Mendoza & Associates will generate spreadsheets and graphs for the purpose of monitoring anticipated and actual cost outlays.

Assumptions:

The County will provide direction regarding desired cost monitoring information and report formats.



Deliverables:

1. Monthly cost monitoring reports in a format to be determined.
2. Monthly progress report for the County describing key issues, cost vs. budget status, and schedule status.

### **3.7 Progress / Coordination Meetings**

Purpose:

To provide a forum for the review of the project status, the look-ahead schedule, outstanding RFIs and submittals, and project issues.

Approach:

Mendoza & Associates will conduct regular progress/coordination meetings, to be attended by the County, the Contractor, Mendoza & Associates and other invitees. Mendoza & Associates will request the County and the Contractor to submit agenda items for the meetings. Using the proposed agenda items and agenda items developed in house, Mendoza & Associates will prepare a comprehensive agenda for the meeting and distribute the agenda to all parties scheduled to attend. Following the meeting, Mendoza & Associates will distribute meeting minutes, requesting either the concurrence of those who attended, or suggested corrections to the minutes. Minutes will be filed as either approved or amended.

Assumptions:

1. The County's and Contractor's staffs will be able to meet on a regular basis with minimal absences.
2. The meeting room will be able to seat a minimum of 15 people.
3. Meetings will not take place more than once a week and will not last longer than one hour.
4. The Contractor will submit a look-ahead schedule (2 or 3 week) at each meeting.

Deliverables:

1. Agenda with status of open items from previous meetings.
2. Meeting minutes, for review, with action items noted.
3. Amended meeting minutes, if required.
4. Submittal, Issues log, Change Order log and RFI and RFQ working logs.

### **3.8 Payment Recommendations**

Purpose:

To verify that the Contractor's request for payment does not represent more than an amount that is reasonable for the work done on a monthly basis. To prepare progress payment recommendations on behalf of the County for work completed and materials stored on hand (if allowed).

Approach:

Mendoza & Associates will review and approve the Contractor's monthly progress based on the percentage of work activities complete. The Contractor will submit a certified application for payment to Mendoza & Associates for final review. Once approved, Mendoza & Associates will

prepare a payment application certificate, using software similar to *Expedition*, for approval and execution by the County.

Assumptions:

1. The County will make payments in accordance with the contract stipulations and State Law to the Contractor once each month.
2. The software is acceptable to the County for preparing progress payment application certificates.

Deliverables:

1. Contractor's certified application for payment.
2. Progress payment request documents suitable for approval and execution by the County.

### **3.9 Safety**

Purpose:

To review the Contractor's work site safety and notify the Contractor of unsafe conditions, as observed. Implement the CAL OSHA Safety Orders requirements for providing safe work site conditions.

Approach:

Mendoza & Associates will observe contractors' work area. Contractors to be informed if unsafe work conditions and/or areas are observed. Immediate shutdown of contractors' work may be required if conditions endanger property and/or life. Random attendance of contractor's tailgate meeting. Mendoza & Associates will conduct its own bi-weekly staff safety meeting to discuss specific safety procedures and issues relating to current or upcoming construction activities requiring unique safety procedures.

Assumptions:

1. Contract document requires Contractor to submit its safety program and safety officer prior to the start of work
2. Contract documents or Contractor's safety program requires contractor to submit accident reports.
3. Mendoza & Associates assumes no responsibility for safety of Contractor's work areas.
4. Mendoza & Associates assumes no responsibility for implementation of Contractor safety program or its construction means and methods.

Deliverables:

1. Accident reports from Contractor.
2. Bi-weekly safety meeting minutes
3. Copies of safety issues discussed during contractors tailgate meetings.

### **3.10 Environmental Coordination & Biological Monitoring**

#### Purpose:

To verify the contractor has copies of applicable permits and that the work activities abide by the requirements of the permits granted by regulatory agencies. All permits shall be kept current and renewed prior to expiration throughout the project duration.

#### Approach:

Mendoza & Associates will review and enforce requirements stipulated in permits issued by regulatory agencies. Mendoza & Associates will mobilize the services of its sub-consultant "ECORP" for Biological Monitoring who will provide a certified Biologist.

#### Assumptions:

1. All permits will be provided to Mendoza & Associates for review.
2. All permits will be included in the contract documents.
3. A certified Biologist will be provided by Mendoza & Associates' sub-consultant "ECORP".
4. The USFWS must approve the Biological monitor. Biological Monitor will be responsible for oversight of Programmatic Biological Opinion for Five Interchanges and Associated Arterial Improvement Projects along Interstate 10 and the Tiered Biological Opinion for the Palm Drive/Gene Autry Trail – Interstate 10 Interchange Improvement Project in Eastern Riverside County, California (1-6-04-F-3282.4; EA: 08-455800) conservation measures. The biological monitor should have experience with the Coachella Valley habitats and species, and specifically with the Coachella Valley fringe-toed lizards.

#### Deliverables:

1. Develop an employee education program. Each employee (including temporary, contractors, and subcontractors) will receive a training/awareness program within two weeks of working on the proposed project. They will be advised of the potential impact to the listed species and the potential penalties for taking such species. At a minimum, the program will include the following topics: occurrence of the listed and sensitive species in the area, their general ecology, sensitivity of the species to human activities, legal protection afforded these species, penalties for violation of Federal and State laws, reporting requirements, and project features designed to reduce the impacts to these species and promote continued successful occupation of the project area environs. Included in this program will be color photos of the listed species, which will be shown to the employees. Following the education program, the photos will be posted in the resident engineer's office and contractor's office, where they will remain throughout the duration of the project. The RESIDENT ENGINEER, CONTRACTOR, and Service-approved biological monitor will be responsible for ensuring that employees are aware of the listed species.
2. Be present for all ESA fence construction. Ensure all areas outside of the project footprint will be delineated as Environmentally Sensitive Areas (ESAs). Inform all parties associated with this project to strictly avoid these areas and that no construction activities, materials, or equipment will be permitted in the ESAs. Ensure that these areas must be placed on the design plans. Ensure that ESAs will be designated by erecting protective fencing delineating the project impact boundary and sensitive habitats and that this barrier fencing will be constructed in such a way as to restrict the movement of reptiles into impacted areas. Minimum monitoring frequency after fence constructed: Weekly

3. Relocate Coachella Valley fringe-toed lizards using pit fall traps or other methods acceptable to the USFWS if necessary. Relocation sites must be identified by the USFWS.
4. Be present at all pre-construction and pre-grade meetings and on site during vegetation removal.
5. Will have the authority to halt all associated project activities that may be in violation of this biological opinion. In such an event, the biologist will contact the Service within 24 hours.
6. Monitor that the construction work areas will be delineated and marked clearly in the field prior to habitat removal, and the marked boundaries maintained and clearly visible to personnel on foot and be heavy equipment operators. Shall strictly limit their personal as well as the contractor personal from activities and vehicles to the proposed project areas, staging areas, and routes of travel. The biological monitor will work with the County to contact the Service to verify that the limits of construction have been properly staked and are readily identifiable.
7. Monitor construction to ensure that vegetation removal, Best Management Practices (BMPs), ESA fencing, and all avoidance and minimization measures are properly constructed and followed.
8. Monitor that all equipment maintenance, staging, and dispensing of fuel, oil, or any other such activities, will occur in designated upland areas. The designated upland areas will be located in such a manner as to prevent any runoff from entering waters of the United States, including wetlands.
9. Monitor that the typical erosion control measures, BMPs, in the vicinity of streams will be employed in accordance with the conditions in the 401 Water Quality Certification requirements of the Regional Water Quality Control Board.
10. Monitor the restriction of the use of invasive exotic plant species in landscaped areas adjacent to or near sensitive vegetation communities. In compliance with Executive Order 13112, impacted areas will be revegetated with plant species native to desert habitat types and the Coachella Valley, and will be avoid the use of species listed in Lists A & B of the California Exotic Pest Plan Council's list of Exotic Pest Plants of Greatest Ecological Concern in California as of October 1999.
11. If the project start coincides with seed set phase of the Coachella valley milk vetch and plants are present within project footprint, the seed will be collected off of plants when the seed is past soft dough and prior to being naturally dispersed. The top four inches of soil surrounding the milk-vetch plants to be impacted will be collected and placed in plastic bags. This seed and soil will be distributed at an area consisting of Aeolian habitat immediately following collection. The location where seed will be dispersed will be coordinated with the Service prior to collection.
12. Monitor that all construction equipment will be inspected and cleaned prior to use in the proposed project footprint to minimize the importation of non-native plant material. Also monitor/verify that all mulch, topsoil and seed mixes used during post construction

13. Monitor that no off-road vehicle activity from construction personnel or other persons affiliated with the project will occur outside of the project footprint.
14. Monitor that the all trash will be placed in raven-proof containers and promptly removed from the site to reduce the attraction of ravens and crows, which may eat fringe-toed lizards.
15. Monitor that no pets or firearms will be permitted inside the project's construction boundaries or other associated work areas.
16. Monitor that all sand removal and storage activities will be restricted to the project footprint and that no maintenance activities will be authorized that extend beyond the boundaries of the project footprint.
17. Monitor to the extent possible, no sand removal activities will take place from 1 November – 30 March (to avoid winter dormancy periods for the lizards) or if ambient air temperature exceeds 102 degrees Fahrenheit (the temperature at which lizard activity tends to be reduced).
18. Monitor that proper signage be implemented to advise motorists that the vehicle speeds on unpaved access roads will be restricted to a maximum of 25 MPH.
19. Monitor that all culverts, bridges, and associated water passage structures will be maintained such that water and sediment may pass between upstream and downstream locations and so as not to block the passage of wildlife.
20. Monitor is to insure compliance with U.S. Army Corps of Engineers 404 permit authorization (SPL-2008-01147-SJH) dated 11/21/08 and the California Regional Water Quality Control Board – Colorado River Basin Region Order for Technically Conditioned Clean Water Act Section 401 Water Quality Certification for Discharge of Dredged And/OR Fill Material dated 11/14/08.
21. Monitor shall wear orange safety vests and hard hats at all times on the job site and shall be aware of the location of all heavy equipment in the vicinity as they may not be visible to the equipment operator.
22. All materials submitted will become the property of the Riverside County Transportation Department.

### **3.11 Neighborhood Communication /Public Information**

Purpose:

To provide an efficient means for keeping traveling public, adjacent residents and businesses apprised of the work activities they will encounter during construction. To provide a local

contact telephone number that residents and businesses may contact to pose questions and discuss concerns.

Approach:

Using the Neighborhood affairs strategy memorandum, developed in Task 1, Mendoza & Associates will prepare “Dear Neighbor” letters and door hangers as a means to communicate with adjacent residents and businesses. Attending and facilitating public meetings, responding to citizens and business owner’s inquiries. Working with the County’s, Caltrans and City’s public information offices.

Assumptions:

Any County desired changes to the final memorandum of understanding will be communicated to Mendoza & Associates in a timely manner.

Deliverables:

1. Attend weekly (as needed) Neighborhood/Business meetings.
2. Minutes of any meetings listing questions posed by residents and business owners.
3. Work progress flyers (Dear Neighbor letters).
4. Door hangers if not provided by the Contractor.
5. Local contact number for Mendoza & Associates.
6. 24-hour hot line
7. Provide Draft “Friday” report items to the Council and draft news releases.
8. Provide project progress updates for website and/or newsletter.

### **3.12 Submittal Management and Review**

Purpose:

To provide an efficient means of processing and reviewing submittals, including working drawings furnished in accordance with Sections 5-1.02 and 5-1.02A of the State Standard Specifications, from the Contractor and forwarding applicable submittals to the Project Designer as may be appropriate.

Approach:

Using software similar to *Expedition*, Mendoza & Associates will develop a comprehensive submittal list for distribution to the Contractor and the Designer. Mendoza & Associates will update and submit status submittal logs for review at each coordination meeting. Mendoza & Associates will work with the Contractor and Designer (where applicable) to encourage timely submission, review and approval of submittals as outlined in the Contract Documents, prior to inclusion of submitted materials in the progress of the work. In addition, Mendoza & Associates will perform the engineering reviews and approvals for working drawings and calculations provided by the Contractor in accordance with Sections 5-1.02 and 5-1.02A of the State Standard Specifications and within the review timeframes as specified in the applicable sections of the contract documents and specifications. The following steps will be taken in reviewing the Contractor’s submittals:

1. Log all submittals by Specification Section.

2. Ensure that the Contractor has provided a complete submittal, coordinated with the work of other trades, and that all deviations have been noted. Submittal is returned to the contractor if it is not complete.
3. Construction Manager reviews submittal for general compliance with the specification.
4. Applicable Submittals are forwarded to Designer for formal review. Submittal status is logged.
5. Submittals sent to Designer are returned to Mendoza & Associates. Submittal status is logged.
6. Mendoza & Associates to perform engineering review of submittals consisting of working drawings and calculations furnished in accordance with Sections 5-1.02 and 5-1.02A of the State Standard Specifications. Such submittals shall be reviewed and approved by Mendoza & Associates's Resident Engineer in accordance the above sections, other applicable sections of the State Standard Specifications and the Caltrans Inspection Manuals for the associated work (ie. Falsework, Prestressing, Trenching and Shoring, etc.).
7. Approved submittals are returned to the Contractor for use in work. Submittal status is logged.
8. Mendoza & Associates to inform Contractor if a re-submittal is required.

Assumptions:

1. Mendoza & Associates will not be responsible for errors or omissions in submittal lists.
2. Coordination and submission of submittals in accordance with requirements of the contract is the responsibility of the Contractor.
3. County will provide a listing of submittals to be reviewed by the Designer or others including County staff.
4. Mendoza & Associates will not make an exhaustive review of Contractor's submittals except as noted above.
5. Mendoza & Associates will forward to the Designer all submittals designated by the County to be reviewed and approved by Designer. These submittals are typically for pre-manufactured materials and assemblies specified in the Contract.

Deliverables:

1. Submittal status log.
2. Check Calculations, where required.
3. Copy of all approval letters, approved working drawings, submittals and final submittal log.
4. Request for Information (RFI) Management

Purpose:

To provide an efficient means of processing Requests for Information (RFIs) submitted by the Contractor. The efficient management of RFIs permits timely communication between the Designer and the Contractor.

Approach:

Mendoza & Associates will receive, log and review all RFIs for completeness and verify the question is reasonable and understandable. Mendoza & Associates will provide a short technical review of the RFI to determine if the issue is addressed adequately in the contract documents. Mendoza & Associates will return the RFI if the question is unclear or, in the opinion of Mendoza & Associates staff, the answer is contained in the contract documents, noting where the requested information can be found in the contract documents. Mendoza & Associates will track

RFIs, using the software similar to *Expedition*, and facilitate the timely response from the Designer.

Assumptions:

The Designer will respond with an answer to all RFIs within the contract stipulated time period for response. Facsimile or e-mail will be used to forward RFIs to the Designer and return responses to the Contractor, with original documents to follow.

Deliverables:

1. Comprehensive log of all outstanding RFIs and their status.
2. Prepare responses to RFI's related construction issues
3. Transmit design related RFI's to design engineer and copy County Project Manager.
4. Conduct meetings with the Contractor and other parties as needed to discuss and resolve RFI's.

### **3.14 Document Management**

Purpose:

To provide the County with an electronic means of tracking all documents exchanged between the parties involved in the construction of the project.

Approach:

Mendoza & Associates will use software similar to Primavera *Expedition* and the Mendoza & Associates File Index modified to conform to the Caltrans filing system to log all documents in the project field office. Documents will be scanned into the document control system and attached to the file index categories. All documents will be filed as an electronic file and hardcopy.

Assumptions:

1. Mendoza & Associates will use software similar to *Expedition*.
2. The County may not use the chosen software.

Deliverables:

1. Comprehensive logs of all documents in the project files (electronic and hardcopy).  
Electronic files shall not require special software to read or access.
2. All hardcopy project documents exchanged on the project between the various parties.
3. Establish and process project control documents to include:
  - Daily inspection and Resident Engineer's diaries
  - Weekly News Letter and Weekly Statement of Working Days
  - Monthly progress report and monthly progress pay estimate
  - RFI's, Submittals
  - Correspondences with Contractor, Caltrans, Permitting Agencies, Utility Companies, Regulatory Agencies, and other stake holders
  - Survey requests and survey notes
  - Materials receipts, materials testing results, and certificate of compliance
  - Mix designs for PCC, CTPB, AC, AB



### **3.15 Construction Change Order Assistance**

#### Purpose:

To provide the County with assurance that the Contractor is not presenting requests to be paid for additional work included in the original contract. To assure the County that the associated extra work costs and time extension requests are fair and reasonable to both the County and the Contractor.

#### Approach:

Mendoza & Associates will negotiate change orders on behalf of the County and will use the following approach in assisting & coordinating the process with the County:

#### Requests for Changes by the County

1. Mendoza & Associates will forward a Request for Quote (RFQ) to the Contractor for pricing and stipulation of proposed time extension, if requested work can be shown to impact the project's critical path. The RFQ shall contain a description of the extra work (normally provided by the Designer) to fairly price the work.
2. Mendoza & Associates will prepare an independent cost estimate of the extra work.
3. Mendoza & Associates will review the cost quote from the Contractor for completeness, negotiate cost and time extension requests as required and, obtaining County concurrence throughout the process. Obtain County authorization for proceeding with the change, based on definitive cost and time extension values.
4. Should Mendoza & Associates and the Contractor be unable to negotiate a reasonable price, the County will be consulted prior to directing the work via alternative contract change options such as proceeding on a time and material basis or proceeding by force account.

#### Requests for Changes by Contractor

1. Mendoza & Associates will review requests of proposed cost and/or time impacts for merit. If Mendoza & Associates determines the request fails on merit, the Contractor will be informed of the reasons why the request is denied. Should Mendoza & Associates determine the request has merit; Mendoza & Associates will proceed with steps 2 and 3.
2. Mendoza & Associates will prepare an independent cost estimate and schedule analysis of the work.
3. Mendoza & Associates will negotiate extra work cost and time extensions with the Contractor.
4. Mendoza & Associates will prepare change order documents for approval and execution by the County.

#### Assumptions:

1. Mendoza & Associates will have authority to make minor changes to work that it determines to have no cost or time impacts to the construction project.
2. The contract will require the Contractor to submit a project schedule dragnet to demonstrate critical path impact to the project's schedule in order to substantiate any/all Contractor requests for contract time extension.
3. Extra work costs successfully negotiated between Mendoza & Associates and the Contractor will be submitted to the County for approval.

Deliverables:

1. Perform quantity and cost analysis as required for negotiation of change orders
2. Analyze additional compensation claims that are submitted during construction period and prepare responses.
3. Perform claims administration including coordinating and monitoring claim responses, logging claims and tracking claim status.
4. Change order documentation ready for approval and execution by the County.

### **3.16 Review Certified Payrolls**

Purpose:

To verify the Contractor provides certified payroll reports in conformance with the provisions of the contract and applicable State and Federal Law. To verify the certified payroll reports contain information required by the Labor Code.

Approach:

Mendoza & Associates will receive and review certified payrolls from the Contractor and each of its subcontractors. Mendoza & Associates will check for the "Statement of Compliance" from the Contractor and/or subcontractors, and spot-check wages for each classification of laborer or craftsperson. Mendoza & Associates will notify the County and the Contractor of all discrepancies and/or errors and request a corrected Certified Payroll.

Assumptions:

1. Mendoza & Associates will conduct employee interviews, for the purpose of verifying payment of prevailing wages. Mendoza & Associates will perform a minimum of one interview per trade, per contractor per month.
2. Mendoza & Associates will not be held responsible for enforcement of the Labor Code.
3. Mendoza & Associates will maintain a weekly list of subcontractors working on the project.
4. Mendoza & Associates will not be responsible for identifying every worker on site.

Deliverables:

Hardcopies of the Contractor's certified payrolls maintained in the project files.

## **4 – Construction Inspection Services**

### **4.1 Inspection and Documentation**

Purpose:

To provide the County with documentation of construction activities, duration of activities, manpower and equipment allocation, inspections, and work conditions.

Approach:

Mendoza & Associates will provide the County with knowledgeable people, familiar with construction activities to be performed on the project. Mendoza & Associates will document the Contractors' daily activities, manpower loading, on-site equipment and items considered pertinent to the project.

Mendoza & Associates will either coordinate and manage the utilization of Sub-consultant's inspectors, including special inspectors, for the purpose of providing daily inspections and/or special inspections as deemed necessary and beneficial for proper completion of the project, or, at the County's direction, Mendoza & Associates will negotiate and enter into a sub-consultant agreement(s) with a qualified Inspector(s), as defined in Task 1.5.

Assumptions:

1. Mendoza & Associates shall provide inspectors who are experienced and qualified for the inspection required.
2. All inspections will be within the project limits.

Deliverables:

1. Mendoza & Associates Resident Engineer's daily reports and Inspector's daily and/or special inspection reports maintained in the Mendoza & Associates project files and turned over to the County at the completion of the project. Copies of these daily reports will be submitted to the on weekly basis or upon request.
2. Take and maintain digital photographs and videos as necessary to provide documentation of construction activities. All photos will be logged, dated and kept at the field office in a bound folder (hard copies and CD copy).
3. Verify field measurements for compliance with contract plans and specifications and provide quantity calculations for progress payment.
4. Continue to update an As-Built set of plans and review contractor's marked set.
5. Conduct weekly project meetings, prepare and distribute to all designated parties.
6. Review the updated construction schedule and maintain record.
7. Establish and process job control documents including:
  - Daily inspection diaries
  - Weekly Resident Engineers News Letter
  - Monthly construction progress payment
  - Request for information
  - Survey requests
  - Materials receipts
  - Weigh master certificates
  - Materials submittals
  - Weekly statements of working days
  - Construction change orders
  - Review of certified payrolls

#### **4.2 Materials Testing, Construction Testing & Quality Assurance Program (QAP)**

Purpose:

To provide project site and laboratory testing of construction materials used in the project for the purpose of determining quality and acceptability of materials and workmanship incorporated into the project and in compliance with the contract documents.

Approach:

Mendoza & Associates will coordinate and manage the utilization of its materials and testing laboratory for the purpose of providing laboratory and field-testing of materials in accordance

with test methods and frequencies specified in the contract documents, as required by the California Test Methods, and Caltrans' Quality Assurance Manual.

Assumptions:

1. Mendoza & Associates shall provide material testers and laboratory technicians who are experienced and qualified for the inspection required.
2. Mendoza & Associates will insure the implementation of the Quality Assurance Program for source inspections, materials acceptance, and special inspections as required by the contract.
3. All material testing, materials acceptance and special inspections will be within the project limits or as required by the contract.

Deliverables:

1. Laboratory test reports maintained in the Mendoza & Associates project files and turned over to the County at the completion of the project.
2. Summary sheet of all test reports submitted by others to substantiate compliance with contract documents.
3. Summary sheets of all Certificates of Compliance or source release tags furnished by the Contractor along with the applicable delivered materials at the job site.
4. Testing summary sheets.
5. Coordinate source inspections and special inspections as required by the contract document and the Quality Assurance Program.

### **4.3 Surveying**

Purpose:

To provide construction survey staking services for the construction of storm drains, curb & gutters, other utilities, street sections, sub-grades, bridge, walls and for monitoring settlement and other appurtenances as may be required for completion the reconstruction and improvement of the Indian Canyon Drive Interchange on Interstate 10 (I-10).

Approach:

Mendoza & Associates will manage and provide all survey staking services necessary for the construction of this project. Resident Engineer will review contractor's survey staking request for completeness and schedule survey staking in a timely manner.

The survey staking services shall conform to Section 11 "Engineering Surveys" of the Caltrans Survey Manual and the following requirements:

1. Construction staking shall begin no later than two working days after the initial request is made through the Mendoza & Associates Resident Engineer.
2. Mendoza & Associates will insure that all survey-staking services are coordinated to meet the contractor's operations schedule; staking requests are submitted and reviewed in a timely manner.
3. Mendoza & Associates will provide field office support and office space to the survey crews and check field staking notes after staking.
4. Mendoza & Associates survey staking sub-consultant, if required and approved by the County, shall provide all labor, tools, equipment and other miscellaneous items necessary to perform their work, and providing one set of construction stakes as required by the construction contract.

Assumptions:

1. It is assumed that the County will provide the Survey services on this contract under the direction of the CM.

Deliverables:

1. Maintain log of construction staking requests
2. Maintain a construction-staking plan set in the field office for review, reference, and document any as-built changes.
3. Maintain files of all field notes for review and reference.
4. Limits of clearing and grubbing will be flagged at 100-foot intervals
5. Slope Stakes will place at 100-foot intervals; intermediate slope stakes will not be required. Rough grade will be staked at all grade breaks and at 50-foot intervals. Slope stakes will be provided for roadway.
6. Finished grading stakes for curb and gutter and edge pavement will be placed at all grade breaks, at 50-foot intervals on straight sections, and 25-foot intervals on curved sections, and at the beginning and end of curves.
7. Utilities and storm drains will be staked at 25-foot intervals, ends of pipes, and at appurtenances, Drop inlets shall be staked with two 5-foot offset stakes parallel to curb, showing offset to curb line.
8. Waterline and Appurtenances will be staked at 50-foot intervals, at grade breaks, and at appurtenances (valves, crosses, ends, etc)
9. Retaining walls, bridge abutments and bents: one set of stakes will be provided for bridge construction as follows: Three stakes will be provided at each abutment, pier or bent. One stake will be provided at the intersection of the control line and abutment/bent/pier centerline. The other two stakes will be placed on the centerline of the abutment/pier/bent, one on either side of the structure, offset as requested by the Contractor. Approach slabs will be established at limits of slabs, with one set of stakes to offset requested by the Contractor. The Contractor shall provide retaining wall staking and additional survey controls as required to construct the structure to the grades and tolerances required by the Standard Specifications and Special provisions.
10. Other improvements such as permanent delineation, signs, lighting, signals, traffic detector loops, guard rails, etc., will be staked by the Construction Engineer.

**4.4 Review and maintain “As Constructed Schedule”**

Purpose:

To track contractor’s progress during construction of the project.

Approach:

Mendoza & Associates will use the daily inspection reports prepared by Mendoza & Associates inspectors, the contractors’ schedule, site observations, and other sources of information, to track and document the contractor’s actual progress. The contractor’s baseline critical path schedule or most recent accepted update will be used as a basis for comparing planned versus actual progress. The CPM software described in Section 3 will be used to track the contractor’s progress and build a schedule based on the contractor’s activities.

Assumptions:

Monitoring will be on a continuous basis and the “as constructed” schedule will be updated monthly.

Deliverables:

An “As Constructed Schedule” with one electronic file (readable by software used by the County) and one hardcopy.

#### **4.5 Maintain Photographic and Video Records of Construction Progress**

Purpose:

To provide the County with a photographic record of the project, before, during and after construction.

Approach:

Using 35mm and digital photography, Mendoza & Associates will record the Contractor's progress during construction. Care will be taken to record all items and/or conditions that have or may have a bearing on claimed extra work. Still photographs will be labeled with captions indicating subject matter, date taken, and any description required to further clarify the item/issue being photographed.

Assumptions:

All photographs will remain at the Mendoza & Associates office until the end of the project.

Deliverables:

All photographic records.

#### **4.6 Review and Maintain “As Built” Drawings**

Purpose:

To provide the County with accurate record drawings for the project.

Approach:

Mendoza & Associates will monitor the contractor's required record drawings on a monthly basis. In addition to monitoring the contractor's drawings, Mendoza & Associates will maintain a copy of the contract plans for the project. Mendoza & Associates will attempt to include items that are not normally shown on the contractor's set of record drawings. This information is not necessarily construction related, but is project related and may be important in future maintenance and/or construction projects.

Assumptions:

1. The County will be responsible for making the changes to the drawings prepared by its design engineers.
2. Mendoza & Associates will assist the design engineers in answering its questions regarding the record drawings.
3. Contract documents will require contractor to maintain redline as-built drawings.

Deliverables:

One set of marked up contract drawings. This set will be in addition to the contractor's marked up set of contract drawings.

#### **4.7 Final Acceptance – Punch List Assistance**

Purpose:

To provide the County with reasonable assurance that the work of the project has been completed in compliance with the general intent of the contract documents.

Approach:

Mendoza & Associates will coordinate a walk-through with the County, the Designer, Caltrans, the City and the Contractor. Mendoza & Associates, with assistance from the County, the Designer and Caltrans will prepare a punch list indicating all deficiencies and/or omissions noted in the walk-through. Mendoza & Associates will then forward the punch list to the Contractor for correction of the work in accordance with timelines defined in the contract. Mendoza & Associates, in conjunction with the County and Caltrans as necessary, will inspect items on the punch list once the Contractor has notified Mendoza & Associates that the work is complete. Completed items on the punch list will be signed off by Mendoza & Associates. Upon completion of the punch list work Mendoza & Associates will notify the County the work is complete and forward a copy of the completed punch list.

Assumptions:

Contractor will provide a preliminary punch list of outstanding work items for review by Mendoza & Associates prior to requesting a final walk-through from the County, the Designer and Caltrans.

Deliverables:

Completed and signed-off punch-list submitted to the County with the closeout documents.

#### **4.8 Final Inspection and Punch-list**

Purpose:

To identify elements of construction requiring correction prior to final acceptance by the County.

Approach:

Mendoza & Associates will perform a project inspection of the completed construction following substantial completion. During the inspection, Mendoza & Associates will develop a list of contract work requiring correction or rework. The written list of deficient work (punch-list) will be delivered to the County and CONTRACTOR within three (3) working days of the final inspection. The final punch-list will include items to be corrected that were identified previously during the course of construction.

Assumptions:

1. The County will identify any key County or other permitting agency (Caltrans) personnel to be included in the final inspection.
2. Mendoza & Associates will contact and schedule all required final inspection personnel 48 hour prior to the final inspection.

3. Mendoza & Associates will prepare the final punch-list.

Deliverables:

Final punch-list.

## **5 – Construction Closeout Activities**

### **5.1 Contract Closeout**

Purpose:

To provide the County with final closeout documentation.

Approach:

Mendoza & Associates will turnover all project files, contract correspondence and documents including final logs at time of project completion.

Assumptions:

County will file final Notice of Completion and Acceptance of Work.

Deliverables:

1. Notice of Completion form for Riverside County.
2. Copy of the Contractor's performance bond, good for the warranty period.
3. Final project documentation in accordance with the requirements of the Caltrans local assistance manual and FHWA requirements.

### **5.2 Project As-Built Drawings**

Purpose:

To provide the County with accurate record drawings indicating all changes and as-built conditions.

Approach:

Mendoza & Associates will monitor Contractor required record drawings on a monthly basis. In addition to monitoring the Contractor's drawings, Mendoza & Associates will maintain a copy of up-to-date contract plans for the purpose of aiding the Designer in final review of the record drawings.

Assumptions:

1. The Contractor will be responsible for preparing the record drawings in both reproducible and electronic formats.
2. Mendoza & Associates will assist the Designer in review and final approval of the record drawings.

Deliverables:

One set of contract drawings indicating recorded changes to the contract, as maintained by Mendoza & Associates. This set will be in addition to the Contractor's marked up set of contract



drawings. Provide one copy of the revised Mylar drawings. The design consultant will prepare the record drawings for the project.

### **5.3 Final Project Report**

Purpose:

To provide the County with a written history of the construction contract. The contents of the final report are to fulfill federal requirements for federal financial participation.

Approach:

Mendoza & Associates will review the project documents and prepare a written report for the County. As a minimum, the report will include the following:

1. Names of all organizations involved with the Projects, i.e., County managers, Caltrans, construction manager, contractor and any other parties that may have a significant part in the construction of the projects.
2. Chronological history of the construction effort, to include all significant dates.
3. Contract amounts at bid time with all other bids in tabular form.
4. Change order history, to include summary statement about each change, negotiated cost of each change and other information deemed necessary by Mendoza & Associates and the County's Project Manager.
5. Summary of Requests for Information, in tabular or matrix form.
6. Summary of outstanding claims not resolved when the notice of completion is filed.
7. Summary of final contract amount.
8. Final DBE Report.
9. Project photographs.
10. "Lessons learned"

Assumptions:

County will provide input to Mendoza & Associates regarding the form of the final report and federal required documents to be included in the report.

Deliverables:

One hard copy and one electronic file will be provided.

### **5.4 Final Payment, Final Report of Expenditure Checklist**

Purpose:

To provide the County with the final contract cost and final balance due the Contractor. Also prepare Report of Expenditure Checklist for federal reimbursement including all necessary attachments.

Approach:

Following completion of the contract work, Mendoza & Associates will, in accordance with the Designer, determine the final quantities and cost of all outstanding unit price work and all outstanding approved change order work. Mendoza & Associates will prepare for the County and the Contractor, a final balancing change order quantifying the final contract amount. Contractor will include amount of final balancing change order in submission of last certified

application for payment, submitted to Mendoza & Associates. Once approved, Mendoza & Associates will forward application for payment to the County for final approval and processing.

Assumptions:

1. There are no outstanding issues or claims.
2. The County is responsible for filing Notice of Completion and addressing all subcontractor claims prior to release of final payment.

Deliverables:

1. Final Pay Estimate including finalized bid items, claims, change orders, punch-list items, and corrected shop drawings.
2. Contractor's last certified application for payment with application certificate.
3. Report of Expenditure Checklist with attachments
4. Federal final report including all attachments.

## **6 – Field Office and Employee Equipment**

The Construction Contractor will provide a construction trailer/office facility with sanitary facility, water supply, and air conditioning for the use of CM staff and provide venue for weekly construction progress meetings, coordination meetings with local agencies, utility companies, local businesses, residents and other stake holders. Supplies include furniture, phones, computers, fax machine, Internet services, copying/reproduction machine, file cabinets, safety equipments required for field staff to perform their work.

# Appendix B

Indian Canyon Interchange on Interstate 10													
Proposed Budget for Construction Management & Inspection Services													
Construction Manager	Pre-Construction			Construction			Post Construction			Total			
	Hours	Billing Rate	Total Cost	Hours	Billing Rate	Total Cost	Hours	Billing Rate	Total Cost	Hours	Total Cost	Hours	Total Cost
Mendoza & Associates													
Resident Engineer	100	\$ 187.27	\$ 18,727.00	2,730	\$ 187.27	\$ 511,247.10	100	\$ 187.27	\$ 18,727.00	2,930	\$ 548,701.10		
ARE/OE	160	\$ 152.32	\$ 24,371.20	3,330	\$ 152.32	\$ 507,225.60	40	\$ 152.32	\$ 6,092.80	3,530	\$ 537,689.60		
Structures Representative	50	\$ 156.24	\$ 7,812.00	2,370	\$ 156.24	\$ 370,288.80	-	\$ -	\$ -	2,420	\$ 378,100.80		
Scheduler	60	\$ 124.85	\$ 7,491.00	260	\$ 124.85	\$ 32,461.00	-	\$ -	\$ -	320	\$ 39,952.00		
SWPPP Inspector	-	\$ -	\$ -	210	\$ 122.35	\$ 25,693.50	-	\$ -	\$ -	210	\$ 25,693.50		
<b>SUBTOTAL</b>	<b>370</b>	<b>\$ 58,401.20</b>	<b>\$ 58,401.20</b>	<b>8,900</b>	<b>\$ 1,446,916.00</b>	<b>\$ 1,446,916.00</b>	<b>140</b>	<b>\$ 24,819.80</b>	<b>\$ 24,819.80</b>	<b>9,410</b>	<b>\$ 1,531,000.00</b>		
<b>Inspection Subconsultants</b>	<b>Hours</b>	<b>Billing Rate</b>	<b>Total Cost</b>	<b>Hours</b>	<b>Billing Rate</b>	<b>Total Cost</b>	<b>Hours</b>	<b>Billing Rate</b>	<b>Total Cost</b>	<b>Hours</b>	<b>Total Cost</b>	<b>Hours</b>	<b>Total Cost</b>
Structural (Chaudary)	-	\$ -	\$ -	960	\$ 175.00	\$ 168,000.00	-	\$ -	\$ -	960	\$ 168,000.00		
Bridge Inspector	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -		
Civil (Simon Wong)	-	\$ -	\$ -	2,880	\$ 150.00	\$ 432,000.00	-	\$ -	\$ -	2,880	\$ 432,000.00		
Civil Inspector	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -		
Civil/Electrical (Ghirardelli)	-	\$ -	\$ -	1,700	\$ 142.67	\$ 242,539.00	-	\$ -	\$ -	1,700	\$ 242,539.00		
Civil/Electrical Inspector	-	\$ -	\$ -	5,540	\$ 842.539.00	\$ 842,539.00	-	\$ -	\$ -	5,540	\$ 843,000.00		
<b>SUBTOTAL</b>													
<b>Env Support (ECORP)</b>	<b>Hours</b>	<b>Billing Rate</b>	<b>Total Cost</b>	<b>Hours</b>	<b>Billing Rate</b>	<b>Total Cost</b>	<b>Hours</b>	<b>Billing Rate</b>	<b>Total Cost</b>	<b>Hours</b>	<b>Total Cost</b>	<b>Hours</b>	<b>Total Cost</b>
Site Biologist	20	\$ 110.00	\$ 2,200.00	360	\$ 110.00	\$ 39,600.00	16	\$ 110.00	\$ 1,760.00	396	\$ 43,560.00		
Enviro Project Manager	30	\$ 135.00	\$ 4,050.00	84	\$ 135.00	\$ 11,340.00	16	\$ 135.00	\$ 2,160.00	130	\$ 17,550.00		
Admin	4	\$ 55.00	\$ 220.00	46	\$ 55.00	\$ 2,530.00	4	\$ 55.00	\$ 220.00	54	\$ 2,970.00		
<b>SUBTOTAL</b>	<b>54</b>	<b>\$ 6,470.00</b>	<b>\$ 6,470.00</b>	<b>490</b>	<b>\$ 53,470.00</b>	<b>\$ 53,470.00</b>	<b>36</b>	<b>\$ 4,140.00</b>	<b>\$ 4,140.00</b>	<b>580</b>	<b>\$ 65,000.00</b>		
<b>Materials Testing (RMA)</b>	<b>Hours</b>	<b>Billing Rate</b>	<b>Total Cost</b>	<b>Hours</b>	<b>Billing Rate</b>	<b>Total Cost</b>	<b>Hours</b>	<b>Billing Rate</b>	<b>Total Cost</b>	<b>Hours</b>	<b>Total Cost</b>	<b>Hours</b>	<b>Total Cost</b>
Soils and Material Technician	-	\$ -	\$ -	2,769	varies	\$ 220,720.00	-	varies	\$ -	2,769	\$ 220,720.00		
Direct Expense (Material Testing)	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -		
<b>SUBTOTAL</b>	<b>-</b>	<b>\$ -</b>	<b>\$ -</b>	<b>2,769</b>	<b>\$ 298,387.00</b>	<b>\$ 298,387.00</b>	<b>-</b>	<b>\$ -</b>	<b>\$ -</b>	<b>2,769</b>	<b>\$ 299,000.00</b>		
<b>Construction Surveying (TBD)</b>	<b>Hours</b>	<b>Billing Rate</b>	<b>Total Cost</b>	<b>Hours</b>	<b>Billing Rate</b>	<b>Total Cost</b>	<b>Hours</b>	<b>Billing Rate</b>	<b>Total Cost</b>	<b>Hours</b>	<b>Total Cost</b>	<b>Hours</b>	<b>Total Cost</b>
Surveying Crew	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -		
Survey CADD Technician	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -		
<b>SUBTOTAL</b>	<b>-</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>	<b>\$ 234,959.42</b>	<b>\$ 234,959.42</b>	<b>-</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>	<b>\$ 234,959.42</b>		
<b>TOTAL PROJECT COST</b>	<b>424</b>	<b>\$ 65,000.00</b>	<b>\$ 65,000.00</b>	<b>17,699</b>	<b>\$ 2,880,000.00</b>	<b>\$ 2,880,000.00</b>	<b>176</b>	<b>\$ 30,000.00</b>	<b>\$ 30,000.00</b>	<b>18,299</b>	<b>\$ 2,975,000.00</b>		

- 1) Cost Proposal is based on Average 160hrs/month for the entire project duration of a **20 Month** construction contract with consultant NTP on 2/28/2010 - Holidays include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving (2 days), Christmas, and a Floating Holiday
- 2) Costs for job-site construction management office, office equipment, and office furniture are included in this estimate. Other Direct Costs are allowance numbers. Invoicing will be based on submitted hourly rates with Overhead and Fee multipliers included.
- 3) Overtime, weather, holidays and potential time extensions or delays may result in additional construction management services. There will be no fee escalations during the term of this contract.
- 4) **Prevailing Wage - Wages for inspection subject to Calif. Labor Code Section 1772. Overtime will be paid in accordance with applicable labor laws.**



# CERTIFICATE OF LIABILITY INSURANCE

**THIS CERTIFICATE IS ISSUED FOR INFORMATION PURPOSES ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE OF LIABILITY INSURANCE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED**

DATE: (MM/DD/YYYY) 08/06/2009

INSURERS:

PRODUCER or BROKER: **Marsh USA Inc.**  
**600 Corporate Park Drive**  
**St. Louis, MO 63105**  
**Phone: (314) 512-2415**

**A:** Discover Property & Casualty Ins. Co.

**B:**

**C:**

**D:**

**E:**

INSURED:  
**Mendoza & Associates**

**501 Second Street, Suite 330**  
**San Francisco, CA 94107**

THE INSURANCE POLICIES LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD LISTED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE OF LIABILITY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES LISTED BELOW IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

**COVERAGES:**

INSURER LETTER	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE OCCURENCE				
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> **See Below	D187A00016 R06922	2/1/2009	2/1/2010	Combined Single Limit: \$1,000,000 Bodily Injury per Person Bodily Injury per Acc. Property Damage:
	GARAGE LIABILITY ANY AUTO				
	EXCESS LIABILITY UMBRELLA OTHER Than UMBRELLA Form				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				

**DESCRIPTION:**

RE: Technical and Professional Engineering Services. Project: Indian Canyon Drive at I-10 Interchange, 1196. All Agencies, Special Districts and Departments of the County of Riverside, their respective Directors, Officers, Board of Supervisors, employees, agents, elected or appointed officials and subcontractors are additional insureds where required by written contract. \*\*Any vehicle leased from Enterprise Fleet Services where the contract includes auto insurance coverage. Waiver of Subrogation included where required by written contract. Insurance is primary & non-contributory.

VENDOR ID: 32453

GPBR: 23L1

**HOLDER:**

**County of Riverside -  
Transportation Department  
Attn: Contracts  
4080 Lemon Street, 8th Floor  
Riverside, CA 92502**

**CANCELLATION:**

SHOULD ANY OF THE ABOVE POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE: 





## DESCRIPTIONS (Continued from Page 1)

Riverside, their respective Directors, Officers, Board of Supervisors, employees, agents, elected and appointed officials are named as Additional Insureds to General Liability per policy form wording.

Insurance is Primary and Non-Contributory with Severability of Interest Clause.

Waiver of Subrogation applies to Workers' Compensation Coverage.



**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" needs to be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement forms a part of Policy No. UB7647Y401

Issued to: dba: Mendoza & Associates

By: The Travelers Indemnity Co of CT

Premium (if any) TBD

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us).

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2-5% of the California workers compensation premium otherwise due on such remuneration.

**Schedule**

**Person or Organization**

County of  
Riverside-Transportation  
4080 Lemon Street, 8th Floor  
Riverside, CA 92502

**Job Description**

PROJECT NAME/NUMBER: Indian Canyon Drive  
at I-10 Interchange/#1196 All  
Agencies, Special Districts and  
Departments of the County of Riverside,  
their respective Directors, Officers,  
Board of Supervisors, employees, agents,  
elected and appointed officials



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**NAME OF PERSON(S) OR ORGANIZATION(S): All Agencies, Special Districts and Departments of the County of Riverside, their respective Directors, Officers, Board of Supervisors, employees, agents, elected and appointed officials**

**PROJECT/LOCATION OF COVERED OPERATIONS: All Operations of the Named Insured**

### **PROVISIONS**

A. The following is added to WHO IS AN INSURED (Section II):

The person or organization shown in the Schedule above is an additional insured on this Coverage Part, but only with respect to liability for bodily injury, 'property damage' or 'personal injury' caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- C. In connection with your work and included within the "products-completed operations hazard."

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply to the rendering of or failure to render any "professional services".
- e. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the LIMITS OF INSURANCE (Section III) for this Coverage Part.

B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

However, if you specifically agree in a contract or agreement requiring insurance that, for the additional insured shown in the Schedule, the insurance provided to that additional insured under this

## COMMERCIAL GENERAL LIABILITY

Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance" for such additional insured. But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when the additional insured is also an additional insured under any other insurance.

- C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against the additional insured shown in the Schedule above because of payments we make for "bodily injury", "property damage" or "personal

injury" arising out of "your work" on or for the project, or at the location, shown in the Schedule above, performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that additional insured. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with that additional insured entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

- D. The following definition is added to DEFINITIONS (Section V):

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include the person or organization shown in the Schedule as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.