

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

728



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
October 27, 2011

SUBJECT: Engineering Services Agreement for Construction Management Services for the Construction of the Clinton Keith at Interstate 15 Interchange Project in the City of Wildomar.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Engineering Services Agreement between TCM Group Inc. and the Transportation Department to provide Construction Management services for the Construction of the Clinton Keith at Interstate 15 Interchange Project with a contract amount not to exceed \$2,469,000 covering the period from full execution through December 31, 2014, and;
2. Authorize the Chairman of the Board to execute the same, and;
3. Authorize the Transportation Director to sign amendments for a total amount not to exceed the contract maximum amount of \$2,839,000, and;

Juan C. Perez
Director of Transportation

(Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 1,500,000	In Current Year Budget:	No
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	Yes
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/2012

SOURCE OF FUNDS: TUMF – Southwest zone funds (100%)
There are no General Funds used in this project.

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

Dep't Recomm.: ☐ Consent ☐ Policy ☒ Policy
Per Exec. Ofc.: ☐ Consent ☐ Policy ☒ Policy

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Ashley, seconded by Supervisor Stone 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: November 8, 2011
xc: Transp., Auditor, EO

Kecia Harper-Ihem
Clerk of the Board
By
Deputy

Prev. Agn. Ref.

District: 1

Agenda Number:

3.24

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
DATE 10/26/11 BY Samuel Wong
MARSHAL L. VICTOR

The Honorable Board of Supervisors

RE: Engineering Services Agreement for Construction Management Services for the Construction of the Clinton Keith at Interstate 15 Interchange Project in the County of Riverside and the City of Wildomar.

October 27, 2011

Page 2

4. Approve and direct the Auditor-Controller to make the budget adjustment as shown below:

Increase Estimated Revenues:

20000-3130500000-777600 TUMF Revenue-Developer Fees \$ 1,500,000

Increase Appropriations:

20000-3130500000-524660 Consultants \$ 1,500,000

BACKGROUND: The Clinton Keith Road Interchange is identified in the County's Transportation Improvement Program (TIP) and is a high priority project for the Cities of Wildomar and Murrieta and adjacent County areas. Traffic growth over the past ten years in the area surrounding the interchange has resulted in substantial congestion. The proposed improvements extend from west of Hidden Springs Road to east of Arya Drive. The Clinton Keith overcrossing will be widened to accommodate 6 through lanes, dual left turn lanes, and right turn lanes approaching the ramp. The project will also include widening of the ramps, associated traffic signal work and the addition of auxiliary lanes on Interstate 15 for a distance of 1,000 feet north and south of the interchange.

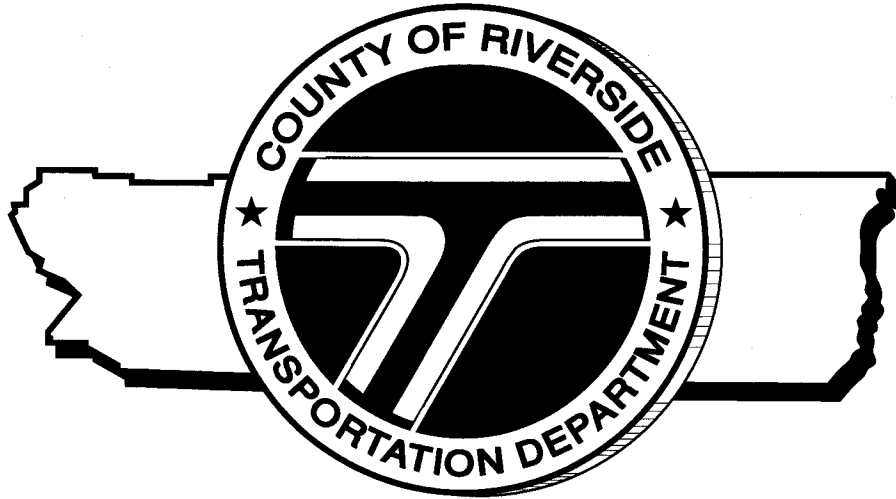
The Clinton Keith Interchange at Interstate I-15 project in the City of Wildomar was approved by the Board and advertised for construction on September 13, 2011, (agenda item no. 3.96) and construction is expected to start in early 2012.

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 on September 9, 2010 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 October 21, 2010, 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 Wildomar evaluated the written proposals and conducted the interviews.

TCM Group Inc. was ranked the top firm, and has been selected to provide Construction Management services for the Clinton Keith at Interstate 15 Interchange Project. This contract provides for construction management, materials testing, construction surveying, environmental monitoring, and community coordination services in the amount not-to-exceed \$2,469,000. The terms of the agreement also provide for the Director of Transportation to execute contract amendments for contingencies related to claims, time extensions granted to the construction contractor and other unforeseen issues with the contractor that may arise to ensure completion of the construction management work with a total contract amount not to exceed \$2,839,000. Funding for the construction management of this project is being provided from the Transportation Uniform Mitigation Fund (TUMF). There would be no additional Net County Cost attached to this agreement.

County Counsel has approved the agreement as to form.
Project No. A2-0264

ENGINEERING SERVICES AGREEMENT



for

Clinton Keith Road at Interstate 15

Interchange Project

between

COUNTY OF RIVERSIDE • TRANSPORTATION DEPARTMENT

and

TCM GROUP, INC.

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ENGINEERING SERVICES AGREEMENT

COUNTY OF RIVERSIDE, hereinafter referred to as "COUNTY", and TCM GROUP, INC, hereinafter referred to as "ENGINEER", located at the following addresses:

County of Riverside • Transportation Department

TCM GROUP, INC.

4080 Lemon Street, 8th Floor

3130-B Inland Empire Blvd.

Riverside, CA 92502

Ontario, CA 91764

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 for ENGINEER will be:

Ivan Benavidez, PE

The RESIDENT ENGINEER for ENGINEER will be:

Sean Rouhani, 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 and Exhibits Required For Federal Funding 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 Wildomar

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. Minor modifications are changes that do not substantially affect the Scope of Service. Minor modifications may be: a shift of funds between tasks within a budget category; the shifting of work and/or funding from one phase to another; use of contingency pursuant to Article VI.B.1; the substitution of County forces for any line item of work that was included in the original Scope of Service. All requests for minor modifications must be approved in writing by the Director prior to implementing the change.
3. 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.
4. All modifications that do not fit within the definition of a minor modification to the contract shall be considered a major change and must be approved in writing by the ENGINEER and COUNTY Board of Supervisors prior to implementing the major change.

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. Neither COUNTY'S review or approval shall give rise to any liability or responsibility on the part of COUNTY, or waive any of COUNTY'S rights, or relieve ENGINEER of its professional responsibilities or obligations under this Agreement.
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. If any work product submitted is not complete and ready for use by COUNTY on PROJECT, it shall be marked "Draft" or similar designation to indicate it is not ready for use by COUNTY. COUNTY expects that all work product not so designated is ready for and will be used on PROJECT.

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 and ENGINEER agree 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 acknowledges that the plans, drawings and/or other work products may be used by COUNTY for the PROJECT regardless of any disputes that may develop between ENGINEER and COUNTY. All plans, drawings, or other work product shall be deemed the sole and exclusive property of COUNTY and ownership thereof is irrevocably vested in COUNTY whether the PROJECT is executed or not.
6. 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 and Defense

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 caused by any alleged or actual negligence, recklessness, willful misconduct, errors or omissions 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. To the extent a loss, suit, claim, demand, action, or proceeding is based on actual or alleged acts or omissions of ENGINEER which are not design professional services, ENGINEER shall indemnify Indemnitees whether or not ENGINEER is negligent.

2. The duty to indemnify does not include loss, suits, claims, demands, actions, or proceedings caused by actual negligence of Indemnitees; however, any actual negligence of Indemnitees will only affect the duty to indemnify for the specific act found to be negligence, and will not preclude a duty to indemnify for any act or omission of ENGINEER.
3. 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, in any loss, suits, claims, demands, actions, or proceedings based or alleged to be based on any act or omission of ENGINEER arising out of or from the performance of services under this Agreement. The duty to defend applies to any alleged or actual negligence, recklessness, willful misconduct, error or omission of ENGINEER and shall apply whether or not ENGINEER is a party to the lawsuit, and shall apply whether or not ENGINEER is directly liable to the plaintiffs in the lawsuit. The duty to defend applies even if Indemnitees are alleged or found to be actively negligent, unless the act or omission at issue was caused by the sole active negligence of Indemnitees.
4. The specified insurance provisions and 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.
5. In the event there is conflict between the indemnity and defense provisions and California Civil Code Sections 2782 and 2782.8, the indemnity and defense provisions shall be interpreted to comply with Civil Code sections 2782 and 2782.8.

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. An amendment to this Agreement providing for such compensation for Extra Work shall be issued by COUNTY to ENGINEER. Such Amendment shall not be effective until executed by both parties.

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 and shall satisfy the following terms 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 actual or alleged acts or omissions during any work under this Agreement.

The policy shall name, by endorsement, the County of Riverside and all Agencies, Special Districts and Departments of the County of Riverside, their respective Directors, Officers, Board of Supervisors, employees, agents, elected and appointed officials ("County insureds") as Additional Insureds. The policy shall provide first party insurance coverage for the County insureds for any loss, suits, claims, demands, actions, or proceedings 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. Indemnity coverage under the policy does not include loss, suits, claims, demands, actions, or proceedings caused by actual active negligence of County insureds; however, any actual negligence of County insureds will only affect the duty to indemnify for the specific act found to be negligence, and will not preclude a duty to indemnify for any act or omission of ENGINEER.

The 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.

The Policy shall provide a defense to the County insureds for any loss, suits, claims, demands, actions, or proceedings caused by an actual or alleged act 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. A defense is required if the loss, suits, claims, demands, actions, or proceedings are based on any negligence of the County insureds unless the negligence of the County insureds is the sole cause of the loss, suits, claims, demands, actions, or proceedings.

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 as long as allowed by law.

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 must declare its self-insured retentions. If such self-insured retentions exceed

\$500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self insured retentions which are deemed unacceptable to the COUNTY, at the election of the County's Risk Manager, ENGINEER shall either; 1) reduce or eliminate such self-insured retentions as respect to 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 or ten (10) days in the event of cancellation for nonpayment of premium be given to the COUNTY prior to any 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. Submittal of certificates to County and review or approval of certificates by County does not relieve ENGINEER of its duties to provide insurance which fully complies with the terms stated above.
- 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 excess.

- 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 affect 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 or three years from project closeout, whichever is later.
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.

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 this 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 this contract, including COUNTY or Agencies actions regarding this contract. Communication shall be limited to COUNTY, Agency or ENGINEER's staff that are involved with the project, unless ENGINEER shall be requested by

COUNTY to attend a public hearing or respond 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. All obligations of COUNTY are subject to appropriation of resources by various Federal, State and local agencies.
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.

X. Post Award Audit

The Cost Proposal (Appendix B, Budget), is subject to a post-award audit. After any post-award audit recommendations are received, the Appendix B, Budget, shall be adjusted by the ENGINEER and approved by the COUNTY PROJECT MANAGER to conform to the audit recommendations. The Consultant agrees that individual items of cost identified in the audit report may be incorporated into the Agreement at the COUNTY's sole discretion. Refusal by the Consultant to incorporate the post-award or interim audit recommendations will be considered a breach of the Agreement terms and cause for termination of the Agreement.

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 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. All Covenants set forth in this agreement shall be completed by December 31, 2014 unless extended by supplemental agreement.
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 offer comments, 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 judgment, 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 for any work performed 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 \$ 2,469,000 and reimbursement is to be made at actual billed cost for the following contractors with not to exceed amounts as shown:

• TCM GROUP, INC.	\$	1,883,000
• GREEN COM, INC (public relations)	\$	70,000
• PSOMAS (surveying, environmental)	\$	320,000
• KLIENFELDER (material testing)	\$	196,000

Engineer's Budget	=	\$ 2,469,000
Contingency	=	\$ 370,000
Total Budget	=	\$ 2,839,000

County shall hold a contingency budget in reserve for unforeseen extra work that may arise during the performance of this agreement. Use of contingency budget shall only be authorized by the Director of Transportation through execution of an amendment to this agreement. 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 and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments shall be used to determine the administrative requirements.
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.

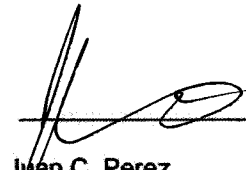
C. Progress Payments

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 approved in writing by the COUNTY PROJECT MANAGER..
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 total invoiced amount will be paid to ENGINEER after COUNTY has approved ENGINEER's final documents and estimate for PROJECT.

ARTICLE VII • APPROVALS

COUNTY Approvals

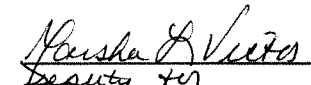
RECOMMENDED FOR APPROVAL:

 Dated: 9/29/11

Juan C. Perez

Director of Transportation

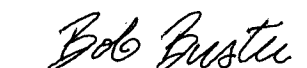
APPROVED AS TO FORM:

 Dated: 10/11/11

Deputy for
Pamela J. Walls

County Counsel

APPROVAL BY THE BOARD OF SUPERVISORS

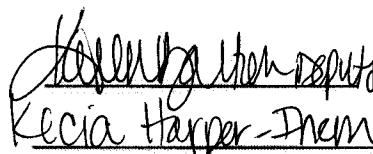
 Dated: NOV 08 2011

BOB BUSTER

PRINTED NAME

Chairman, Riverside County Board of Supervisors


ATTEST:

 Dated: NOV 08 2011

Kacia Harper-Thom
Clerk of the Board (SEAL)

ENGINEER Approvals

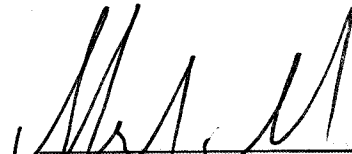
ENGINEER:

 Dated: _____

Tran S. Benavidez Jr.
PRINTED NAME

Vice President
TITLE

ENGINEER:

 Dated: _____

Micheel Tahan
PRINTED NAME

Senior Vice President
TITLE

Appendix A

County of Riverside Transportation Department

Clinton Keith Road Interchange on Interstate 15 Scope of Services

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1 - Project Description

The COUNTY proposes the reconstruction of the Clinton Keith Road Interchange on Interstate 15 (I-15) in Riverside County and the City of Wildomar. The proposed improvements include widening of Clinton Keith Road in the vicinity of I-15, widening of Clinton Keith Road overcrossing, reconstructing the interchange ramps and adding limited length auxiliary lanes on I-15 prior to and after the exit and entrance ramps, respectively. The expected time of construction for this project is approximately sixteen months and is presently scheduled to start in January 2012 and be completed by July 2013.

EXISTING CONDITIONS:

The current I-15/Clinton Keith Road interchange is a diamond configuration. The overcrossing consists of one lane in each direction plus a median left turn lane. The existing structure is a continuous two-span cast-in-place, prestressed concrete box girder structure.

APPROVED PROJECT:

The approved project is estimated to have a construction cost of about \$18,550,000. The scope of the project includes improving the interchange utilizing the existing diamond interchange configuration. The improvements include widening Clinton Keith Road to three lanes in each direction with dual back-to-back left turn lanes between the ramp termini. Standard shoulders and sidewalks are also included in the cross section of Clinton Keith Road. These improvements include the widening of Clinton Keith Road overcrossing. The off-ramps will be two-lane exits with 1,300' auxiliary lanes prior to the exit. The on-ramps include two mixed flow lanes and one HOV preferential lane up to the ramp metering limit line. The on-ramp transitions down to one lane between the limit line and the ramp tie-in to the I-15. A 1,000' auxiliary lane follows the on-ramps. Nominal amounts of right of way acquisition are required for the project.

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 ENGINEER 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:

ENGINEER 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 ENGINEER' 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, 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 ENGINEER's activities under this contract via written report and monthly meeting.

Approach:

ENGINEER 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.

ENGINEER 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 ENGINEER 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:

ENGINEER 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 ENGINEER 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 ENGINEER 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:

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

Assumptions:

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

1.5 Sub-Consultant Management:

Purpose:

To coordinate and manage sub-consultant services contracted with ENGINEER. 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:

ENGINEER 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, ENGINEER will negotiate and enter into sub-consultant agreements with select sub-consultants.

ENGINEER will work with consultants contracted directly with the County. ENGINEER 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 ENGINEER's sub-consultant services will be billed to the County in conjunction with ENGINEER's services on a monthly basis.

Deliverables:

1. Copies of all sub consultant reports. Original reports will remain with ENGINEER 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 ENGINEER.
3. Original invoices reviewed and approved by ENGINEER for County contracted consultants.

2 – Pre-Construction Phase Services

ENGINEER 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 ENGINEER with uniform procedures and standards for the administration of the construction contract.

Approach:

ENGINEER 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. ENGINEER 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:

ENGINEER 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. ENGINEER will not provide full time inspections of contractor's work areas for compliance with the contractor(s) SWPPP and BMP.
2. ENGINEER will not be responsible for contractor(s) means and methods for complying with the BMP listed in the SWPPP.
3. ENGINEER will not be responsible for costs incurred by the contractor(s) for its failure to comply with its SWPPP.
4. ENGINEER 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 ENGINEER 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:

ENGINEER 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 ENGINEER 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, ENGINEER, 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. ENGINEER will provide copies of all documentation to the Contractor and the County. ENGINEER 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

ENGINEER, on behalf of the County, will provide construction management services for a single construction contract. The project involves the reconstruction and improvement of the Clinton Keith Road Interchange on I-15 in Riverside County, 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:

ENGINEER 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 ENGINEER in developing the attendee list.
3. ENGINEER 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, if applicable.

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:

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

Assumptions:

1. The ENGINEER Correspondence Log will be used for all correspondence received from the County, the Contractor and others.
2. All original correspondence will remain with the ENGINEER project files. Only copies will be distributed, with the exception of shop drawing submittals.
3. The ENGINEER 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:

ENGINEER 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. ENGINEER will prepare change orders with all required support documentation for execution by the County. ENGINEER will keep the County apprised of cumulative changes in project cost and project duration.

Assumptions:

1. ENGINEER 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. ENGINEER 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. ENGINEER 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:

ENGINEER 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 ENGINEER 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:

ENGINEER will develop procedures, using available software, to review the Contractor's monthly schedule updates for logic, duration, and resource changes. ENGINEER will notify the Contractor of discovered changes and document the Contractor's response, for the record. ENGINEER 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 P6, P3 or Suretrak by Primavera. Gant charts will be strictly forbidden.

Deliverables:

1. ENGINEER 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*, ENGINEER 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:

ENGINEER will conduct regular progress/coordination meetings, to be attended by the County, the Contractor, ENGINEER and other invitees. ENGINEER 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, ENGINEER will prepare a comprehensive agenda for the meeting and distribute the agenda to all parties scheduled to attend. Following the meeting, ENGINEER 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:

ENGINEER 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 ENGINEER for final review. Once approved, ENGINEER 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:

ENGINEER 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. ENGINEER 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. ENGINEER assumes no responsibility for safety of Contractor's work areas.
4. ENGINEER 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:

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

Assumptions:

1. All permits will be provided to ENGINEER for review.
2. All permits will be included in the contract documents.
3. A certified Biologist will be provided by ENGINEER' sub-consultant.
4. Biological Monitor will be responsible for oversight of ENVIRONMENTAL COMMITMENTS / MITIGATION MONITORING AND REPORTING RECORD in the Approved Environmental Document for the INTERSTATE 15/CLINTON KEITH ROAD INTERCHANGE IMPROVEMENT PROJECT. The biological monitor should have experience with the habitats and species in the area. ENGINEER and the Biologist monitor shall ensure that the following commitments have been implemented according to the intent of the approved Environmental Document:

Deliverables:

1. The Biological Monitor will ensure that all native vegetation clearing will take place outside of the nesting season (i.e. February 15th through September), if possible. If native vegetation clearing cannot take place outside of the nesting season as indicated above, the Biological Monitor shall ensure that Pre-construction surveys may be conducted to determine if migratory birds or raptors are nesting in the project area and to assess potential impacts, if any.
2. A preconstruction survey for bats should be conducted to determine if bats are roosting and in close proximity to the project site and to assess potential impacts, if any. As feasible, the overcrossing soffits should be inspected prior to any demolition action in an effort to safely remove any roosting bats.
3. A pre-construction survey for burrowing owls shall be conducted to determine if owls are nesting in the project area and to assess potential impacts, if any. If necessary, any burrowing owls must be removed and relocated in accordance with applicable regulations, outside of the breeding season ((March 1- August 31).
4. The Biological Monitor shall complete an initial and periodic monitoring of the following BMPs required under the Western Riverside County MSHCP:
 - ii. Installation of Environmental Sensitive Area (ESA) fencing /perimeter fencing;
 - iii. Project fencing is consistent with the applicable permits;
 - iv. Prohibition on placement of equipment and personnel in stream channel, except where authorized by permits. 3) Erosion shall be minimized by diverting stream flows, use of settling ponds, and/or use of silt fences,

- v. Removal of native vegetation shall be avoided and minimized to the maximum extent practicable;
 - vi. Exotic species that prey upon native species shall be permanently removed to the extent feasible, and the site shall be kept clean to avoid the introduction or spread of noxious weeds into previously non-infested areas. The contractors will implement revegetation measures for all disturbed soils, including the use of native species, soil amendments and "weed free" mulch.
5. The ENGINEER shall assist Caltrans, the COUNTY, and the City of Wildomar in conducting final inspections. The ENGINEER shall coordinate the correction and completion of the work.
 6. Assist the COUNTY in determining when the Project or a designated portion thereof, is substantially complete. Prepare for the COUNTY a summary of the status of the work of Contractor, listing changes in the previously issued certificates of substantial completion of the work, and recommending the times within which Contractor shall complete uncompleted items on their certificate of substantial completion of the work.
 7. Calculate the amount of final payment due prime Contractor.
 8. Obtain evidence of certification of all lien releases.
 9. Obtain certification of transfer of title to appropriate agencies.
 10. Obtain certification of delivery of final As-Built drawings to COUNTY and Caltrans.
 11. Assist the COUNTY with filing the Project "Notice of Completion".
 12. Secure and transmit to the COUNTY and Caltrans required guarantees, affidavits, releases, bonds and waivers.
 13. Deliver all keys, manuals, record drawings and maintenance stock to the COUNTY and Caltrans.

3.11 Neighborhood Communication /Public Information

Purpose:

To provide an efficient means for keeping traveling public, adjacent residents and businesses appraised 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, ENGINEER 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 ENGINEER 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 ENGINEER.
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*, ENGINEER will develop a comprehensive submittal list for distribution to the Contractor and the Designer. ENGINEER will update and submit status submittal logs for review at each coordination meeting. ENGINEER 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, ENGINEER 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 ENGINEER. Submittal status is logged.
6. ENGINEER 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 ENGINEER'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. ENGINEER to inform Contractor if a re-submittal is required.

Assumptions:

1. ENGINEER 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. ENGINEER will not make an exhaustive review of Contractor's submittals except as noted above.
5. ENGINEER 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:

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

ENGINEER will use software similar to Primavera *Expedition* and the ENGINEER 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. ENGINEER 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:

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

Assumptions:

1. ENGINEER 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 ENGINEER 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:

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

Assumptions:

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

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

ENGINEER 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, ENGINEER will negotiate and enter into a sub-consultant agreement(s) with a qualified Inspector(s), as defined in Task 1.5.

Assumptions:

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

Deliverables:

1. ENGINEER Resident Engineer's daily reports and Inspector's daily and/or special inspection reports maintained in the ENGINEER 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:

ENGINEER 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. ENGINEER shall provide material testers and laboratory technicians who are experienced and qualified for the inspection required.
2. ENGINEER 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 ENGINEER 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 Clinton Keith Road Interchange on I-15.

Approach:

ENGINEER 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 ENGINEER Resident Engineer.
2. ENGINEER 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. ENGINEER will provide field office support and office space to the survey crews and check field staking notes after staking.
4. ENGINEER 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. Engineer shall provide a Survey firm which is experienced and qualified to perform the survey services required to perform the work.

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:

ENGINEER will use the daily inspection reports prepared by ENGINEER 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, ENGINEER 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 ENGINEER 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:

ENGINEER will monitor the contractor's required record drawings on a monthly basis. In addition to monitoring the contractor's drawings, ENGINEER will maintain a copy of the contract plans for the project. ENGINEER 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. ENGINEER 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:

ENGINEER will coordinate a walk-through with the County, the Designer, Caltrans, the City and the Contractor. ENGINEER, 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. ENGINEER will then forward the punch list to the Contractor for correction of the work in

accordance with timelines defined in the contract. ENGINEER, in conjunction with the County and Caltrans as necessary, will inspect items on the punch list once the Contractor has notified ENGINEER that the work is complete. Completed items on the punch list will be signed off by ENGINEER. Upon completion of the punch list work ENGINEER 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 ENGINEER 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:

ENGINEER will perform a project inspection of the completed construction following substantial completion. During the inspection, ENGINEER 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. ENGINEER will contact and schedule all required final inspection personnel 48 hour prior to the final inspection.
3. ENGINEER 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:

ENGINEER 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:

ENGINEER will monitor Contractor required record drawings on a monthly basis. In addition to monitoring the Contractor's drawings, ENGINEER 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. ENGINEER 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 ENGINEER. 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:

ENGINEER 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 ENGINEER 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 ENGINEER 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, ENGINEER 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. ENGINEER 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 ENGINEER. Once approved, ENGINEER 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

Clinton Keith Road Interchange on I-15
Proposed Budget for Construction Management & Inspection Services

Construction Management												
Prime - TCM Group	Pre-Construction			Construction			Post-Construction			Total		
	Hours	Billing Rate	Total Cost	Hours	Billing Rate	Total Cost	Hours	Billing Rate	Total Cost	Hours	Total Cost	
Project Director Project Manager (Ivan Benavidez, PE) Resident Engineer (Sean Rouhani, PE) Structures Rep. (Zouheir Saleh, PE) Office Engineer (Jim Landfried, EIT) Specialty Inspection (SWPPP/Electrical) Structures Inspector (Matthew McMenamin, PE) CPM Scheduling (Phil Law, PE - PC)	24	\$227.37	\$ 5,456.88	128	\$227.37	\$ 29,103.36	24	\$227.41	\$ 5,457.90	0 \$	-	
	120	\$227.37	\$ 27,284.40	2184	\$227.37	\$ 496,576.08	80	\$227.37	\$ 18,189.60	2384	\$42,050.08	
	80	\$227.37	\$ 18,189.60	1920	\$227.37	\$ 436,550.40	40	\$227.37	\$ 9,094.80	2040	\$463,834.80	
	80	\$147.12	\$ 11,769.60	2561	\$147.12	\$ 376,774.45	80	\$147.41	\$ 11,792.92	2721	\$400,336.98	
				384	\$140.00	\$ 53,760.00				384	\$53,760.00	
	40	\$135.00	\$ 5,400.00	2560	\$135.00	\$ 345,600.00				2600	\$351,000.00	
	40	\$170.00	\$ 6,800.00	132	\$170.00	\$ 22,440.00	16	\$172.50	\$ 2,760.00	188	\$32,000.00	
	384	\$1,134.23	\$ 74,900.48	9869	\$ 1,274.23	\$ 1,760,804.29	240	\$ 1,137.06	\$ 47,295.23	10493	\$ 1,883,000.00	
	SUBTOTAL											
Total Construction Management Cost												
Environmental Support - Psomas												
	24	\$129.32	\$ 3,103.68	510	\$140.80	\$ 71,808.00	2	\$194.16	\$ 388.32	536	\$ 75,300.00	
SUBTOTAL												
Material Testing - Kleinfelder												
	Hours	Billing Rate	Total Cost	Hours	Billing Rate	Total Cost	Hours	Billing Rate	Total Cost	Hours	Total Cost	
Solis and Material Technician Plant Inspection Office/Admin Project Management Vehicle & Equipment Laboratory Testing (Estimated) Gamma Gamma Testing (Earth Spec)		\$	-	1200	\$95.00	\$ 114,000.00			\$	1200	\$ 114,000.00	
		\$	-	120	\$95.00	\$ 11,400.00			\$	120	\$ 11,400.00	
		\$	-	35	\$85.00	\$ 2,975.00			\$	35	\$ 2,975.00	
		\$	-	35	\$175.00	\$ 6,125.00			\$		\$	6,125.00
		\$	-	132	\$80.00	\$ 10,560.00			\$		\$	10,560.00
		\$	-		\$	25,000.00			\$	0	\$	25,000.00
SUBTOTAL												
Construction Surveying - Psomas												
	Hours	Billing Rate	Total Cost	Hours	Billing Rate	Total Cost	Hours	Billing Rate	Total Cost	Hours	Total Cost	
Survey PM (PLS) Survey Crew Survey Calc Survey CADD	10	\$ 210.00	\$ 2,100.00	80	\$ 210.00	\$ 16,800.00	16	\$ 210.00	\$ 3,360.00	106	\$ 22,260.00	
	80	\$ 230.00	\$ 18,400.00	628	\$ 230.00	\$ 144,440.00	120	\$ 230.00	\$ 27,800.00	828	\$ 190,440.00	
	40	\$ 150.00	\$ 6,000.00	40	\$ 150.00	\$ 6,000.00	80	\$ 150.00	\$ 12,000.00	160	\$ 24,000.00	
	40	\$ 100.00	\$ 4,000.00		\$ 100.00	\$ -	40	\$ 100.00	\$ 4,000.00	80	\$ 8,000.00	
SUBTOTAL												
Public Relations - Green Communications												
	Hours	Billing Rate	Total Cost	Hours	Billing Rate	Total Cost	Hours	Billing Rate	Total Cost	Hours	Total Cost	
Dennis Green Karla Gray John Robles Printing Walking Man Service (Flyer Distribution) Help Line		\$ -	\$ -	390	\$130.00	\$ 50,700.00		\$ -	\$ -	390	\$ 50,700.00	
		\$ -	\$ -	180	\$48.00	\$ 8,640.00		\$ -	\$ -	180	\$ 8,640.00	
		\$ -	\$ -	60	\$85.00	\$ 5,000.00		\$ -	\$ -	60	\$ 5,000.00	
		\$ -	\$ -		\$ 3,000.00	\$ 3,000.00		\$ -	\$ -	0	\$ 3,000.00	
		\$ -	\$ -		\$ 1,200.00	\$ 1,200.00		\$ -	\$ -	0	\$ 1,200.00	
SUBTOTAL												
SUB-CONSULTANT SUBTOTAL												
Subconsultant Management Fee (0%)												
SUB-CONSULTANT SUBTOTAL												
Subconsultant Management Fee (0%)												
TOTAL PROJECT COST												

- 1) Cost Proposal is based on Average 160hrs/month for the entire project duration of a 18 Month construction contract with consultant NTP on 08/01/2011 - 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 not included in this estimate. Other Direct Costs are estimates, based on project duration. 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. Surveying costs are an estimated. Salary escalations during the term of this contract will reflect County of Riverside increases.
- 4) Prevailing Wage - Wages for inspection subject to Calif. Labor Code Section 1772. Overtime will be paid in accordance with applicable labor laws.

ENVIRONMENTAL MONITORING SCOPE OF WORK

Psomas is on the County of Riverside list of Authorized Biological Consultants with an executed agreement on file with the Environmental Programs Division of the County. Environmental monitoring services to be provided by Psomas will be undertaken by qualified biologists knowledgeable of the habitats and wildlife resources within the project area as well as knowledgeable and experienced in conducting pre-construction surveys and construction surveys consistent with County guidelines as well as guidelines specified by the Western Riverside MSHCP and Caltrans. Pre-construction surveys will be conducted as described in the Scope of Services based on the following assumptions:

- Step I burrowing owl surveys will be conducted to verify the presence of habitat suitable to support the burrowing owl. Pre-construction surveys for burrowing owl will be conducted subsequent to the verification of suitable habitat. No cost has been provided for Step II surveys. However, Psomas will implement cost control measures if applicable.
- Psomas will provide permitting services in support of the 404/401 and Streambed Alteration Agreement permit pursuant to Section 1602 of the Fish and Game Code. Permitting services have been included as a pre-construction activity.
- Although biological monitoring has been estimated on a weekly basis for the 16 month duration of construction (a total of 66 monitoring events), it is assumed that project needs will require flexibility in monitoring scheduling. Open lines of communication will be maintained with the Engineer to ensure that monitoring is conducted as efficiently as possible.

Scope of Surveying Services **Reconstruction of the Clinton Keith Road Interchange on I-15**

Pre Construction

Psomas will acquire the improvement plans, horizontal control, vertical control, right of way maps, alignment files, coordinate files, and record maps from Riverside County Transportation Department, Caltrans and the Engineer of Record. From this information, the calculations will be performed to support the staking of items listed below.

Psomas will recover record horizontal and vertical survey control monuments within the subject area. After the complete recovery of existing control, Psomas will set additional semi-permanent monuments to assure the original horizontal and vertical control will be protected throughout the construction.

Psomas will recover all cadastral monuments shown on the right of way maps that are within the construction area that may be destroyed during construction and will set reference marks for monument perpetuation. Psomas will prepare and file a Corner Record for the cadastral monuments that may be destroyed during construction.

Construction Staking

Psomas will set construction stakes per the latest Caltrans "Survey Manual" and it's revisions.

Psomas will set one set of stakes to flag the right of way from the right of way maps acquired in item one above.

Psomas will set one set of slope stakes for the grading shown on the contour Grading Sheets of the improvement plans, abutment fills and ramp fills. At the completion of grading, Psomas will set one set of alignment stakes with grades to finish surface at a minimum of 50 foot intervals.

Psomas will set one set of stakes for the placement of the drainage facilities. Stakes will be set for the main pipe and subsequent stakes will be set for the construction of headwalls.

Psomas will set one set of finish grade stakes for the utility relocations as shown on the utility plans, and stakes for the lighting and signal plans.

Psomas will set one set of stakes for the construction of the finish grade, curb, or AC dike, or plane of pavement.

Psomas will set one set of stakes of stakes for the grading of the retaining walls, and one set of stakes of the lay out line (LOL) for the construction of the retaining walls.

Psomas will set control stakes for the construction of the Clinton Keith Overcrossing.

Post Construction

Psomas will set final right of way monuments within the project area, and replace the destroyed cadastral monuments. Psomas will prepare and file corner records or a record of survey map with Riverside County Surveyors office.

PSOMAS

Balancing the Natural and Built Environment

[illegible]



October 21, 2010
Proposal No. 113886

Mr. Michael Tahan
TCM Group
3130-B Inland Empire Blvd.
Ontario, CA 91764

**Subject: Provide Construction Materials Quality Assurance Testing Services
Clinton Keith Road I-15 Interchange
Riverside County, California**

Dear Mr. Tahan:

INTRODUCTION

Kleinfelder is pleased to submit the following proposal to provide construction materials quality assurance testing services for the subject project. In preparing this proposal, we have primarily utilized the special provisions dated January 2010. Plans and construction schedule were not available to us at the time this proposal was prepared.

SCOPE OF SERVICES

We understand that our services will be provided on an as-needed basis at the request and direction of representatives designated by the TCM Group. The purpose of our services will be to provide Owner's quality assurance sampling and testing of construction materials to check for compliance with the contract documents. We anticipate the scope of our services will include, but may not be limited to:

- Compaction testing for soil, aggregate baserock, and asphalt concrete.
- Laboratory testing of samples of aggregates, asphalt concrete, and portland cement concrete.
- Provide asphalt batch plant inspection during the asphalt production.
- Sampling and testing of cast in place concrete.
- Attendance at meetings.

We anticipate providing these services in varying degrees and combinations for the major work elements and associated laboratory tests presented in the Special Provisions.

FEES

Fees for our services will be charged on a time and materials basis at the rates and terms shown on our 10% reduced 2010 fee schedules. Further reductions to our fee schedule are shown below. For budgeting purposes, we have prepared an estimated budget of **\$170,060**. This fee is based on the assumption that our fee will be 1% of the total fee anticipated by the TCM Group to be approximately 17 million dollars. Any requested services not included in our scope will result in additional fee. Any requested services beyond the schedule assumptions shown below will result in additional fee.

- 1) Technicians rate will be reduced to \$95/hour.
- 2) Administrative employees rate will be reduced to \$85/hour.
- 3) Vehicles and standard equipment will be provided for \$80/day.

All services will be charged portal-to-portal when applicable. Our budget does not include costs for overtime, retesting, reinspection, or travel and per diem costs associated with in-plant inspections at shops not located within San Diego, Orange, Los Angeles, and Riverside Counties.

APPROACH

All services will be provided at the request and direction of the TCM Group's designated representative.

David W. Timms will serve as Kleinfelder's Project Manager. Mr. Timms will oversee Kleinfelder's work, attend meetings as requested, review billing, and ensure proper report distribution.

Kleinfelder field personnel will prepare reports in triplicate each site visit outlining hours worked, work performed, and test and/or inspection results. Copies of these reports will be given to the on-site representative(s) designated by the TCM Group. These reports, along with laboratory test reports, will be distributed weekly to the construction team members designated by the TCM Group.

LIMITATIONS

Our work will be performed in a manner consistent with that level of care and skill ordinarily exercised by other members of Kleinfelder's profession practicing in the same locality, under similar conditions and at the date the services are provided. Our conclusions, opinions, and recommendations will be based on a limited number of observations and data. It is possible that conditions could vary between or beyond the

data evaluated. Kleinfelder makes no guarantee or warranty, express or implied, regarding the services, communication (oral or written), report, opinion, or instrument of service provided.

This proposal is valid for a period of 90 days from the date of this proposal, unless a longer period is specifically required by the RFP in which case that time frame will apply. This proposal was prepared specifically for the client and its designated representatives and may not be provided to others without Kleinfelder's express permission.

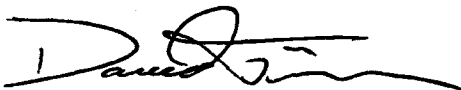
Even with diligent monitoring, construction defects may occur. In all cases the contractor is solely responsible for the direction and quality of the work, adherence to plans and specifications, and repair of defects.

CLOSING

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. Please contact us at (909) 793-2691 if you have any questions or need additional information.

Sincerely,

KLEINFELDER WEST, INC.



David W. Timms, PE
Construction Engineer



Ronald C. Thomson
Operations Manager

RCT:mj

Appendix B

KLEINFELDER

	Pre-Construction		Construction		Post-Construction	Total	
	Hours	Billing Rate	Hours	Total Cost		Hours	Total Cost
					N/A		
Material Testing							
Soils and Material Technician	1200	\$ 95.00		\$ 114,000.00		1200	\$ 114,000.00
Plant Inspection	120	\$ 95.00		\$ 11,400.00		120	\$ 11,400.00
Office/Admin	35	\$ 85.00		\$ 2,975.00		35	\$ 2,975.00
Project Management	35	\$ 175.00		\$ 6,125.00		35	\$ 6,125.00
Vehicle with standard equipment (per day)	132	\$ 80.00		\$ 10,560.00		132	\$ 10,560.00
Laboratory testing (estimated total)	1	\$ 1.00		\$ 25,000.00		1	\$ 25,000.00
SUBTOTAL	1523	\$ 531.00		\$ 170,060.00		1523	\$ 170,060.00

Appendix B



EARTHSPECTIVES

250 Goddard
Irvine, California 92618

Phone: (949) 777-1270

Fax: (949) 777-1283

February 10, 2011

TCM Group a Hill International Company
3130-B Inland Empire Boulevard
Ontario, California 91764

Attention: Mr. Ivan Benavidez

Dear Mr. Benavidez:

**Proposal for Gamma-Gamma Logging (GGL)
CIDH piles for Clinto Keith Bridge
Riverside County, California**

Pursuant to your request of February 10, 2011, Earth Spectives (ES) is pleased to submit this proposal to provide Gamma-Gamma logging (GGL) of up to 96 CIDH piles at the subject project sites. This proposal is based on project background information provided below:

- GGL to address 96 # 24 in. diameter shafts with an average length of 78 ft,
- Construction schedule requiring testing in six sessions.

We have assumed that 2 access tubes will be installed over the full length of each pile along their full length. The depths given above combined with the number of inspection tubes considered lead to a presumed total quantity of 10893 ft of gamma-gamma tube logging. The access tubes consist of 2-inch diameter Schedule 40 PVC pipes attached to the reinforcing cage.

We understand that all shafts and tubes scheduled to be tested within a given testing session will be safely accessible. Testing is to be performed according to project specifications and Caltrans Special Provisions relating to Foundation Testing and Instrumentation. Testing includes lowering of 4.6 ft long and 1.25 in diameter probe to the bottom of each inspection tube and measuring the density of the concrete in close proximity of the inspection tubes at 0.1 ft intervals along the full length of the pile. We do not anticipate providing geotechnical consultation beyond that related to your understanding of the testing methods utilized for the project.

Per your request, we propose to charge our services in accordance with the following unit costs:

- \$ 700 per move-in (includes equipment and operator mob, travel, accommodation, and set-up)
- \$ 1.50 per ft of gamma-gamma logging
- \$ 25 per shaft for data post processing and analysis
- \$ 500 per report

Although our total fee will vary according to the actual scope of work performed, present assumptions lead to a total estimate of approximately \$25,940.00, as detailed below:

6 move-ins	$\$700 \times 6 =$	\$	4,200.00
10893 ft of tube gamma-gamma logging	$\$1.5 \times 10893 =$	\$	16,340.00
96 shafts data processing and analysis	$\$25 \times 96 =$	\$	2,400.00
6 reports	$\$500 \times 6 =$	\$	3,000.00
	Total	\$	25,940.00

Geotechnical Specialty Engineering



Additional assumptions that were made to produce the above schedule of charges include the following:

- Shaft sites are safely accessible to vehicles,
- Access tubes provide unrestricted access over their full length to probes, which has been checked *prior to our arrival* by others using a 1.25 inch diameter, 4.6 ft long dummy probe,
- Any water that may be present in access tubes should be completely removed prior to our arrival for gamma logging otherwise stand-by charges given below will apply while we wait for the water to be removed.

Our estimate does not include potential stand-by time due to potential lack of pile preparation, lack of access, pipe obstructions, or other reasons beyond our control, which will be charged at an hourly rate of \$165 for field operations. Consultation regarding potential remedial action in case anomalies are identified can be made available at an hourly rate of \$135. If anomalies are detected by GGL testing, it is sometimes beneficial to perform Cross-hole Sonic Logging (CSL) to further investigate the nature and the extent of the anomalies identified by GGL. For this, we recommend a contingency of 25% to cover the potential need for CSL testing

We will mobilize within 3 business days of receiving your written authorization to proceed. However scheduling of appropriate resources will require advance notice of the approximate date of testing. Our test reports will be issued within 3 days of completed testing session.

We appreciate the opportunity to be of service to TCM Group. If you have any questions, in particular relating to our proposed scope and estimated fees, please call.

Sincerely Submitted for EarthSpectives,

Hossein K. Rashidi, Ph.D., P.E.
Principal Engineer



phone (909) 800-0451
fax (909) 887-9769
www.greencomonline.com
greencommunications2@verizon.net

February 9, 2011

Public Outreach Tasks

I-15 Clinton Keith Interchange

Public Information Meeting

Our public outreach strategy will begin by meeting with major stakeholders in the project area in order to determine what concerns the community may have with the project. Stakeholders will include emergency service responders, school administration and transportation, law enforcement, businesses, local elected officials, Caltrans and surrounding jurisdictions.

Once we have determined what the major issues are, we will share the information with RCTD and the City of Wildomar to develop a mitigation strategy in order to gain community consensus. After a strategy has been developed, we will facilitate information meetings with the public to describe the scope of the project and our strategy for mitigating community concerns.

Business Support Program

Coordinate closure information with businesses. Develop flyers, handouts and detour maps to mitigate impacts of freeway closures and traffic control operations. Coordinate with the City of Wildomar, RCTD and Caltrans.

Media Outreach

Media purchases, press releases and media tours/contacts during full freeway closures, falsework erection, falsework removal and bridge demolition.

Groundbreaking / Ribbon Cutting Ceremony

Secure venue, coordinate with the City of Wildomar, RCTD and Caltrans, create invitations and any other collateral material, and develop list of invitees. Attend event.



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greencommunications2@verizon.net

Page 2

Clinton Keith

Monthly Coordination Meetings / Task Force

Separate task forces will be setup for emergency services and businesses/public. The purpose of the emergency services task force will be to keep them notified of upcoming construction activity that may impact traffic patterns and receive their input on mitigation strategies. The purpose of the business/public task force meetings will be to provide project updates as well as listen to and respond to their concerns.

Speaking Engagements

Presentations will be made to service clubs, chambers of commerce, city councils and neighborhood groups as requested.

Project Website and Social Media

A Project Website will be designed and setup based on the requirements setup by RCTD and the City of Wildomar. The website will be designed with a clean, professional layout and user-friendly navigation. Consistent updates will be provided as directed (at least weekly is recommended). A project logo and marketing scheme will also be designed if requested.

Facebook and Twitter accounts will be created and branded using the Project Logo, project name and any other branding established for this project. Consistent updates (at least weekly or more frequently as directed by RCTD) will be provided through each social media account with notifications about construction activity, impacts to traffic patterns, public events, project photos and any other relevant project information.



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www.greencomonline.com
greencommunications2@verizon.net

Page 3

Clinton Keith

Public Inquiries and Response

A toll-free project helpline will be established for the project. Public inquiries will be logged and responded to within 24 hours. Additionally, any requests made through our website and social media accounts will also be logged and responded to within 24 hours.

Project Collateral

Project collateral, including brochures, flyers, door hangers and newsletters, will be created and distributed as directed by RCTD.

Project: Clinton Keith**Appendix B****One-Time Tasks****Green Communications**

Task	Employee	Rate	Hours	Total
Kick-Off Public Information Meeting				
Groundbreaking Ceremony				
Ribbon Cutting Ceremony				
Setup of Website/Social Media				
	Dennis Green	\$ 130.00	50.00	\$ 6,500.00
	John Robles	\$ 85.00	20.00	\$ 1,600.00
	Karlie Gray	\$ 48.00	40.00	\$ 1,920.00
	Total		110.00	\$ 10,020.00

Monthly Tasks

Task	Employee	Rate	Hours	Total
Media Outreach				
Business Support Program				
Monthly Coordination Meetings				
Speaking Engagements				
Website/Social Media Updates				
Public Inquiries and Response				
Collateral Material				
	Dennis Green	\$ 130.00	340.00	\$ 44,200.00
	John Robles	\$ 85.00	40.00	\$ 3,400.00
	Karlie Gray	\$ 48.00	140.00	\$ 6,720.00
	Monthly Total		520.00	\$ 54,320.00

One-Time Direct Costs

Item	Total
Project Camera	\$ -
Total	\$ -

Monthly Direct Costs

Item	Total
Help Line	\$ 91.25
Monthly Total	\$ 91.25
Project Duration (months)	16.00
Total	\$ 1,460.00

Total Cost

Item	Total
One-Time Tasks	\$ 10,020.00
Monthly Tasks	\$ 54,320.00
Monthly Direct Costs	\$ 1,460.00
Walking Man Service	\$ 1,200.00
Printing	\$ 3,000.00
Total Cost	\$ 70,000.00

Total Cost is based on 16-month project timeline

Any additional direct costs (printing, media purchases, direct mail, etc.) will be charged at the rate of Total Cost plus 10%.