

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



**ITEM: 3.44
(ID # 11839)**

MEETING DATE:
Tuesday, March 10, 2020

FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:
Approval of the Engineering Services Agreement between the County of Riverside and DHS Consulting, LLC to Perform Construction Management Services for the Avenue 66th Grade Separation Project. District 4. [\$5,209,420 Total Cost - Federal Funds 59%, State Funds 24%, Local Funds 17%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Engineering Services Agreement by and between the County of Riverside and DHS Consulting, LLC. and authorize the Chairman of the Board to execute the same; and
3. Authorize the Director of Transportation, or designee, to sign amendments up to \$460,000 for a maximum contract amount of \$5,209,420.


ACTION:Policy


Patricia Romo, Director of Transportation 2/3/2020

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: March 10, 2020
xc: Transp.

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 500,000	\$ 4,000,000	\$ 5,209,420	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Federal Fund-STP (44%), Federal Fund-STIP (15%), State Funds-TCIF (24%), Local-CVAG (11%), Local- SB-1 (6%). There are no General Funds used in this project.			Budget Adjustment: No	
			For Fiscal Year: 19/20-21/22	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The County of Riverside, in cooperation with the California Department of Transportation (Caltrans) and the Coachella Valley Association of Governments (CVAG), proposes the construction of the Avenue 66 at SR-111 and Union Pacific Railroad Grade Separation Project, near the Community of Mecca.

The grade separation project consists of the construction of a new bridge over the Union Pacific Railroad (UPRR) tracks, State Route 111, and Hammond Avenue. The railroad tracks run in a north-south direction and separate the Community of Mecca, on the east side of the tracks, from goods and services on the west side of the tracks. Currently, 4th Street is the primary access to the Community of Mecca and traffic going in and out of the community must wait at the tracks for trains to pass before they are able to cross. Due to projected regional population growth, the vehicular and train traffic is expected to increase and cause additional congestion and delays at the existing 4th Street crossing. The two-lane roadway and new bridge will provide a secondary uninterrupted access to the Community of Mecca. The project also includes realignment of a section of SR 111 (old SR 195).

The County issued a Request for Proposals in compliance with the Caltrans Local Assistance Procedures Manual. Five firms submitted written proposals, and all five firms were allowed to be interviewed. A panel of representatives from the County of Riverside Transportation Department, Caltrans and CVAG evaluated the written proposals and conducted the interviews.

DHS Consulting, LLC was selected as the top-ranked firm to provide the construction management services. The scope and the negotiated fee for performing construction management services to construct this Grade Separation Project are provided in detail in Attachment "A" and "B" of the subject agreement. A not-to-exceed budget amount of \$4,749,420 was negotiated with DHS Consulting, LLC to perform the desired services.

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STATE OF CALIFORNIA**

As part of the Board of Supervisor's action on this item, the Transportation Department is also requesting delegation of authority to approve amendments not to exceed \$460,000 (9.7%) for additional services that are determined to be needed and are consistent with the construction management services necessary for the project.

Project Number: B8-0664, Federal Aid No.: STPTCIFL-5956(221)

Impact on Residents and Businesses

The Avenue 66/UPRR Project will improve access and safety in the Community of Mecca and improve goods and services movement through the region.

Construction is scheduled to begin in second quarter of 2020 and will take approximately 1.5 years to complete.

SUPPLEMENTAL:

Additional Fiscal Information

The consultant's negotiated fee for construction management services is \$4,749,420 and will be funded using federal, state, and local funds. This item also provides for the Director of Transportation, or designee, 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 contract with a total contract amount not to exceed \$5,209,420.

No General Funds will be used for this agreement.

Contract History and Price Reasonableness

The consultant's negotiated fee proposal of \$4,749,420, excluding contingency, is below the County's independent estimate of \$5,478,400.

Attachments:

DHS Consulting, LLC Agreement – AATF
Vicinity Map



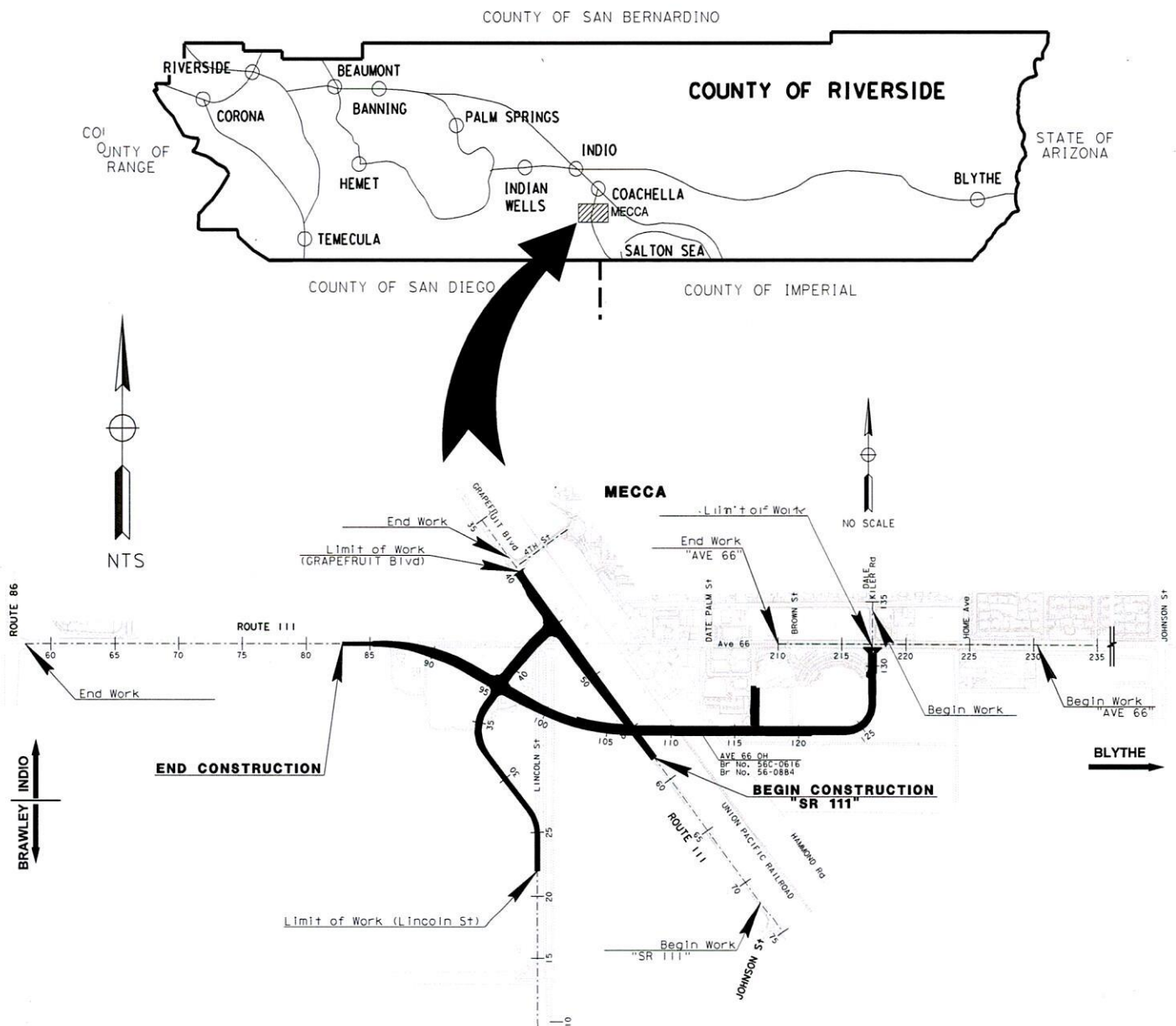
Gregory L. Priarios, Director County Counsel 2/26/2020

COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT

AVENUE 66 AT SR-111 AND UNION PACIFIC RAILROAD GRADE SEPARATION PROJECT

COMMUNITY OF MECCA

PROJECT No. B8-0664
FEDERAL AID No. STPTCIFL -5956(221)



VICINITY MAP

Contract No.: 19-10-002
Termination Date: December 31, 2025
Amount Authorized: \$ 4,749,420.00
Federal Funding:
State Funding:

CONSULTING SERVICES AGREEMENT

for

Avenue 66 Grade Separation Project

between

County of Riverside • Transportation Department

and

DHS Consulting, LLC



MAR 10 2020 3.44

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ATTACHMENTS

In the event that the terms in any of the Attachments conflicts with the terms as provided in the Agreement, the terms of the Agreement shall prevail.

Scope of Services.....	A1
Schedule of Services.....	B1
Compensation Plan	C1
Caltrans Local Assistance Procedures Manual: Exhibit 10-02 Consultant Contract DBE Commitment.....	D1

1 **ARTICLE I INTRODUCTION**

2 A. This Consultant Services Agreement ("Agreement") is entered into this _____ day of _____,
3 20_____, by and between COUNTY OF RIVERSIDE, a political subdivision of the State of California,
4 hereinafter referred to as "COUNTY", and CHS Consulting, LLC, a California Limited Liability Company,
5 hereinafter referred to as "CONSULTANT".

6 B. Coordination of CONSULTANT and COUNTY activities shall be accomplished through a CONSULTANT
7 Project Manager and a COUNTY Contract Administrator.

8 The CONSULTANT's Project Manager for CONSULTANT shall be:

9 Melanie Estes, PE

10 The CONSULTANT's Resident Engineer for CONSULTANT shall be:

11 Lucas Rathe, PE

12 The CONSULTANT's Structures Representative for CONSULTANT shall be:

13 Roger Miramontes, PE

14 Located at:

15 2565 Camino Del Rio, Suite 305, San Diego, CA 92108

16 The COUNTY's Contract Administrator for COUNTY shall be:

17 Cindi Wachi, PE

18 Located at:

19 2950 Washington Street, Riverside, CA 92504

20 C. CONSULTANT shall perform:

21 The covenants set forth in Article III entitled Statement of Work;

22 In accordance with the time frames set forth in Article IV entitled Performance Periods;

23 For the fees set forth in Article V entitled Allowable Costs and Payments.

24 D. CONSULTANT and the agents and employees of CONSULTANT, in the performance of this contract, shall act
25 in an independent capacity and not as officers or employees or agents of COUNTY.

26 E. Without the written consent of COUNTY, this contract is not assignable by CONSULTANT either in whole or in
27 part.

28 F. No alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the
29 parties hereto; and no oral understanding or agreement not incorporated herein, shall be binding on any of the

1 parties hereto.

2 G. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of
3 CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise
4 expressly so provided.

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

7 I. Other public agencies that may be involved with the PROJECT including, but not limited to cooperative, funding,
8 reviewing, regulatory or operating agencies are listed below and will hereinafter be collectively referred to as
9 the "AGENCIES".

10 Caltrans	Union Pacific Railroad (UPRR)
11 Coachella Valley Association of Governments (CVAG)	Utility Companies

12 **ARTICLE II CONSULTANT'S REPORTS OR MEETINGS**

13 A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed
14 for the COUNTY's Contract Administrator to determine, if CONSULTANT is performing to expectations, and is
15 on schedule; to provide communication of interim findings; and to sufficiently address any difficulties or special
16 problems encountered, so remedies can be developed.

17 B. CONSULTANT's Project Manager shall meet with COUNTY's Contract Administrator, as needed, which could
18 be as often as monthly, to discuss progress on the contract.

19 **ARTICLE III STATEMENT OF WORK**

20 CONSULTANT shall furnish all technical and professional services including labor, material, equipment,
21 transportation, supervision, and expertise to fully and adequately perform and complete the covenants set forth in
22 Attachment A, Scope of Services, which is attached hereto and incorporated herein by reference.

23 **ARTICLE IV PERFORMANCE PERIOD**

24 A. This contract shall go into effect on January 1, 2020 contingent upon approval by COUNTY, and CONSULTANT
25 shall commence work after notification to proceed by COUNTY'S Contract Administrator. The contract shall
26 end on December 31, 2025, unless extended by contract amendment.

27 B. CONSULTANT is advised that any recommendation for contract award is not binding on COUNTY until the
28 contract is fully executed and approved by COUNTY.

29 C. Services provided under this contract may be performed in separate Milestones or Phases. The sequencing

1 and scheduling of these Milestones or Phases is set forth in Attachment B, Schedule of Services, which is
2 attached hereto and incorporated herein by reference.

3 **ARTICLE V ALLOWABLE COSTS AND PAYMENTS**

4 A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in CONSULTANT's approved
5 Cost Proposal. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages,
6 employer payments, overhead, and fee. These rates are not adjustable for the performance period set forth in
7 this Agreement.

8 B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are
9 in the approved Cost Proposal.

10 C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved
11 Cost Proposal, attached hereto as attachment C1 and by this reference incorporated herein.

12 D. CONSULTANT shall be responsible for any future adjustments to prevailing wage rates including, but not limited
13 to, base hourly rates and employer payments as determined by the Department of Industrial Relations.
14 CONSULTANT is responsible for paying the appropriate rate, including escalations that take place during the
15 term of the AGREEMENT.

16 E. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been
17 approved by COUNTY and notification to proceed has been issued by COUNTY's Contract Administrator. No
18 payment will be made prior to approval or for any work performed prior to approval of this AGREEMENT.

19 F. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by COUNTY's
20 Contract Administrator of itemized invoices. Invoices shall be submitted no later than 45 calendar days after
21 the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each
22 Milestone or Phase and each project as applicable. Invoices shall follow the format stipulated for the
23 Compensation Plan using the Project-specific & Multi-phase Contract Invoice templates provided in the
24 COUNTY Consulting Services Manual and shall reference this contract number and project title. Final invoice
25 must contain the final cost and all credits due COUNTY including any equipment purchased under the
26 provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within 60
27 calendar days after completion of CONSULTANT's work. Invoices shall be mailed to COUNTY's Contract
28 Administrator at the address provided in Article I.B.

29 G. The total amount payable by COUNTY shall not exceed \$ 4,749,420.00.

1
2 H. The services included under the terms of this contract are funded in whole or in part as noted below:

3 Federal funds: are included are not included

4 State funds: are included are not included

5 **ARTICLE VI TERMINATION**

6 A. COUNTY reserves the right to terminate this contract upon thirty (30) calendar days written notice to
7 CONSULTANT with the reasons for termination stated in the notice.

8 B. COUNTY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants
9 herein contained at the time and in the manner herein provided. In the event of such termination, COUNTY
10 may proceed with the work in any manner deemed proper by COUNTY. If COUNTY terminates this contract
11 with CONSULTANT, COUNTY shall pay CONSULTANT the sum due to CONSULTANT under this contract
12 prior to termination, unless the cost of completion to COUNTY exceeds the funds remaining in the contract. In
13 which case the overage shall be deducted from any sum due CONSULTANT under this contract and the
14 balance, if any, shall be paid to CONSULTANT upon demand.

15 **ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS**

16 A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition
17 Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual
18 items.

19 B. CONSULTANT also agrees to comply with federal procedures in accordance with 2 CFR, Part 200, Uniform
20 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

21 C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be
22 unallowable under 2 CFR, Part 200 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part
23 31.000 et seq., are subject to repayment by CONSULTANT to COUNTY.

24 **ARTICLE VIII RETENTION OF RECORDS/AUDIT**

25 For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code
26 of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the
27 performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and COUNTY
28 shall maintain and make available for inspection all books, documents, papers, accounting records, and other
29 evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the

1 contract. All parties shall make such materials available at their respective offices at all reasonable times during
2 the contract period and for three years from the date of final payment under the contract. The state, State Auditor,
3 COUNTY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books,
4 records, and documents of CONSULTANT and it's certified public accountants (CPA) work papers that are pertinent
5 to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof
6 shall be furnished if requested.

7 **ARTICLE IX AUDIT REVIEW PROCEDURES**

8 A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not
9 disposed of by agreement, shall be reviewed by COUNTY'S Chief Financial Officer.

10 B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by
11 COUNTY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in
12 writing.

13 C. Neither the pendency of a dispute nor its consideration by COUNTY will excuse CONSULTANT from full and
14 timely performance, in accordance with the terms of this contract.

15 D. Audit Terms and Conditions if the amount shown in Article V.H is greater than \$150,000 and less than
16 \$3,500,000.

17 CONSULTANT and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews
18 such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper
19 review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable,
20 will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the
21 instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, state, or
22 local government officials are allowed full access to the CPA's work papers including making copies as
23 necessary. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by
24 COUNTY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that
25 individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if
26 directed by COUNTY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review
27 recommendations, or to ensure that the federal, state or local governments have access to CPA work papers,
28 will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior
29 reimbursed costs.

1 E. Audit Terms and Conditions if the amount shown in Article V.H is \$3,500,000 or greater and if Article V.K
2 identifies that Federal or State funds are used, in whole or in part, to fund the services performed under this
3 contract then compliance with the auditing provisions as described below is required. If the services are not
4 identified as funded in whole or in part with Federal or State funds then compliance with the auditing provisions
5 of Article IX.D shall apply.

6 CONSULTANT Cost Proposal is subject to a CPA ICR Audit Work Paper Review by Caltrans' Audit and
7 Investigation (Caltrans). Caltrans, at its sole discretion, may review and/or audit and approve the CPA ICR
8 documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the COUNTY
9 Contract Administrator to conform to the Work Paper Review recommendations included in the management
10 letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the
11 Work Paper Review recommendations included in the management letter or audit recommendations included
12 in the audit report will be considered a breach of the contract terms and cause for termination of the contract
13 and disallowance of prior reimbursed costs.

14 1. During a Caltrans' review of the ICR audit work papers created by the CONSULTANT's independent CPA,
15 Caltrans will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the
16 review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans
17 identifies significant issues during the review and is unable to issue a cognizant approval letter, COUNTY
18 will reimburse the CONSULTANT at a provisional ICR until a FAR compliant ICR {e.g. 48 CFR, part 31;
19 GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in
20 accordance with procedures and guidelines of the American Association of State Highways and
21 Transportation Officials Audit Guide; and other applicable procedures and guidelines} is received and
22 approved by A&I. Provisional rates will be as follows:

23 a. If the proposed rate is less than 150% - the provisional rate reimbursed will be 90% of the proposed
24 rate.

25 b. If the proposed rate is between 150% and 200% - the provisional rate will be 85% of the proposed
26 rate.

27 c. If the proposed rate is greater than 200% - the provisional rate will be 75% of the proposed rate.

28 2. If Caltrans is unable to issue a cognizant letter per Article IX.E.1. above, Caltrans may require
29 CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months

1 of the effective date of the management letter. Caltrans will then have up to six (6) months to review the
2 CONSULTANT's and/or the independent CPA's revisions.

3 3. If the CONSULTANT fails to comply with the provisions of this Article IX.E, or if Caltrans is still unable to
4 issue a cognizant approval letter after the revised independent CPA-audited ICR is submitted, overhead
5 cost reimbursement will be limited to the provisional ICR that was established upon initial rejection of the
6 ICR and set forth in Article IX.E.1. above for all rendered services. In this event, this provisional ICR will
7 become the actual and final ICR for reimbursement purposes under this contract.

8 4. CONSULTANT may submit to COUNTY final invoice only when all of the following items have occurred:
9 (1) Caltrans approves or rejects the original or revised independent CPA-audited ICR; (2) all work under
10 this contract has been completed to the satisfaction of LOCAL AGENCY; and, (3) Caltrans has issued its
11 final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO COUNTY no later than
12 60 days after occurrence of the last of these items.

13 The provisional ICR will apply to this contract and all other contracts executed between COUNTY and the
14 CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

15 **ARTICLE X SUBCONTRACTING**

16 A. Nothing contained in this contract or otherwise, shall create any contractual relation between COUNTY and any
17 subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations
18 hereunder. CONSULTANT agrees to be as fully responsible to COUNTY for the acts and omissions of its
19 subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and
20 omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its
21 subconsultant(s) is an independent obligation from COUNTY'S obligation to make payments to the
22 CONSULTANT.

23 B. CONSULTANT shall perform the work contemplated with resources available within its own organization and
24 no portion of the work pertinent to this contract shall be subcontracted without written authorization by
25 COUNTY's Contract Administrator, except that which is expressly identified in the Compensation Plan.

26 C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made
27 to CONSULTANT by COUNTY.

28 D. All subcontracts entered into as a result of this contract shall contain all the provisions stipulated in this contract
29 to be applicable to subconsultants.

1 E. Any substitution of subconsultant(s) must be approved in writing by COUNTY's Contract Administrator prior to
2 the start of work by the subconsultant(s).

3 **ARTICLE XI EQUIPMENT PURCHASE**

4 A. Prior authorization in writing, by COUNTY's Contract Administrator shall be required before CONSULTANT
5 enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or
6 CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring
7 such costs.

8 B. For purchase of any item, service or consulting work not covered in CONSULTANT's Compensation Plan and
9 exceeding \$5,000 prior authorization by COUNTY's Contract Administrator; three competitive quotations must
10 be submitted with the request, or the absence of bidding must be adequately justified.

11 C. Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain
12 an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at
13 least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and
14 is sold or traded in, COUNTY shall receive a proper refund or credit at the conclusion of the contract, or if the
15 contract is terminated, CONSULTANT may either keep the equipment and credit COUNTY in an amount equal
16 to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in
17 accordance with established COUNTY procedures; and credit COUNTY in an amount equal to the sales price.
18 If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's
19 expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained
20 from an appraiser mutually agreeable to by COUNTY and CONSULTANT, if it is determined to sell the
21 equipment, the terms and conditions of such sale must be approved in advance by COUNTY." 2 CFR, Part
22 200 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000
23 is credited to the project.

24 **ARTICLE XII STATE PREVAILING WAGE RATES**

25 In the event that a portion of the work performed by CONSULTANT are by crafts affected by state labor laws, the
26 following terms and conditions shall apply.

27 A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in
28 accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances
29 applicable to the work.

1 B. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction
2 or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of
3 the provisions of this Article, unless the awarding agency has an approved labor compliance program by the
4 Director of Industrial Relations.

5 C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence
6 costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined
7 in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

8 When all of the work performed by CONSULTANT is performed by crafts not affected by state labor laws or are not
9 contemplated for use, the State of California's General Prevailing Wage Rates are not applicable to this contract.

10 **Note:** The Federal "Payment of Predetermined Minimum Wage" applies only to federal-aid construction
11 contracts.

12 **ARTICLE XIII CONFLICT OF INTEREST**

13 A. CONSULTANT shall disclose any financial, business, or other relationship with COUNTY that may have an
14 impact upon the outcome of this contract, or any ensuing COUNTY construction project. CONSULTANT shall
15 also list current clients who may have a financial interest in the outcome of this contract, or any ensuing
16 COUNTY construction project, which will follow.

17 B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest
18 that would conflict with the performance of services under this contract.

19 C. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid
20 on any construction contract, or on any contract to provide construction inspection for any construction project
21 resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through
22 joint-ownership, or otherwise.

23 D. Except for subconsultants whose services are limited to providing surveying or materials testing information, no
24 subconsultant who has provided design services in connection with this contract shall be eligible to bid on any
25 construction contract, or on any contract to provide construction inspection for any construction project resulting
26 from this contract.

27 **ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION**

28 CONSULTANT warrants that this contract was not obtained or secured through rebates, kickbacks or other unlawful
29 consideration, either promised or paid to any COUNTY employee. For breach or violation of this warranty, COUNTY

1 shall have the right in its discretion: to terminate the contract without liability; to pay only for the value of the work
2 actually performed; to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback
3 or other unlawful consideration.

4 **ARTICLE XV PROHIBITION OF EXPENDING COUNTY STATE OR FEDERAL FUNDS FOR LOBBYING**

5 A. CONSULTANT certifies to the best of his or her knowledge and belief that:

- 6 1. No state, federal or COUNTY appropriated funds have been paid, or will be paid by or on behalf of
7 CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state
8 or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of
9 the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection
10 with the awarding of any state or federal contract; the making of any state or federal grant; the making of
11 any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation,
12 renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
- 13 2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for
14 influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress;
15 an officer or employee of Congress, or an employee of a Member of Congress; in connection with this
16 federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit
17 Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

18 B. This certification is a material representation of fact upon which reliance was placed when this transaction was
19 made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction
20 imposed by 31 U.S.C. Section 1352. Any person who fails to file the required certification shall be subject to a
21 civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

22 C. CONSULTANT also agrees by signing this document that he or she shall require that the language of this
23 certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients
24 shall certify and disclose accordingly.

25 **ARTICLE XVI STATEMENT OF COMPLIANCE**

26 A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury
27 under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the
28 nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Code of
29 Regulations, Section 11102.

1 B. During the performance of this Contract, CONSULTANT and its subconsultants shall not unlawfully
2 discriminate, harass, or allow harassment against any employee or applicant for employment because of sex,
3 race, color, ancestry, religious, national origin, ethnic group identification, age, physical disability (including HIV
4 and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), genetic information, marital status,
5 or sexual orientation. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their
6 employees and applicants for employment are free from such discrimination and harassment. CONSULTANT
7 and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code
8 §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations,
9 Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission
10 implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the
11 California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if
12 set forth in full. CONSULTANT and its subconsultants shall give written notice of their obligations under this
13 clause to labor organizations with which they have a collective bargaining or other Agreement.

14 C. The CONSULTANT shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted
15 programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of
16 Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement
17 and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of
18 race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits
19 of or subject to discrimination under any program or activity by the recipients of federal assistance or their
20 assignees and successors in interest.

21 D. The CONSULTANT, with regard to the work performed by it during the Agreement shall act in accordance with
22 Title VI. Specifically, the CONSULTANT shall not discriminate on the basis of race, color, national origin,
23 religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of
24 materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the
25 discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when
26 the Agreement covers a program whose goal is employment.

27 **ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION**

28 A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws
29 of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to

1 Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or
2 any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently
3 under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has
4 not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the
5 past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or
6 had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or
7 official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to
8 COUNTY.

9 B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in
10 determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating
11 agency, and dates of action.

12 C. Exceptions to the System for Award Management (SAM) maintained by the General Services Administration
13 are to be determined by the Federal Highway Administration.

14 **ARTICLE XVIII FUNDING REQUIREMENTS**

15 A. It is mutually understood between the parties that this contract may have been written before ascertaining the
16 availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program
17 and fiscal delays that would occur if the contract were executed after that determination was made.

18 B. This contract is valid and enforceable only, if sufficient funds are made available to COUNTY for the purpose
19 of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any
20 statute enacted by the Congress, State Legislature, or COUNTY governing board that may affect the provisions,
21 terms, or funding of this contract in any manner.

22 C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any
23 reduction in funds.

24 D. COUNTY has the option to void the contract under the 30-day termination clause pursuant to Article VI, or by
25 mutual agreement to amend the contract to reflect any reduction of funds.

26 **ARTICLE XIX CHANGE IN TERMS**

27 A. This contract may be amended or modified only by mutual written agreement of the parties.

28 B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and
29 notification to proceed has been provided by COUNTY's Contract Administrator.

1 C. There shall be no change in CONSULTANT's Contract Manager or members of the contract team, as listed as
2 Key Personnel in the approved Scope of Services, which is a part of this contract without prior written approval
3 by COUNTY's Contract Administrator.

4 **ARTICLE XX DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION**

5 If Article V.K identifies that Federal funds are used, in whole or in part, to fund the services performed under this
6 contract then compliance with the provisions of Article XX as described below is required. If Article V.K identifies
7 that services are not funded in whole or in part with Federal funds than compliance with the requirements of Article
8 XX is not required.

9 A. This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in
10 Department of Transportation Financial Assistance Programs". Consultants who obtain DBE participation on
11 this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

12 B. The goal for DBE participation for this contract is 17 %. Participation by DBE consultant or subconsultants shall
13 be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1), or
14 in the Consultant Contract DBE Information (Exhibit 10-O2) attached hereto and incorporated as part of the
15 Contract. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace
16 him/her with another DBE subconsultant, if the goal is not otherwise met.

17 C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the
18 performance of contracts financed in whole or in part with federal funds. CONSULTANT or subconsultant shall
19 not discriminate on the basis of race, color, national origin, or sex in the performance of this contract.
20 CONSULTANT shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of
21 US DOT-assisted agreements. Failure by CONSULTANT to carry out these requirements is a material breach
22 of this contract, which may result in the termination of this contract or such other remedy as COUNTY deems
23 appropriate.

24 D. Any subcontract entered into as a result of this contract shall contain all of the provisions of Article XX.

25 E. A DBE firm may be terminated only with prior written approval from COUNTY and only for the reasons specified
26 in 49 CFR 26.53(f). Prior to requesting COUNTY consent for the termination, CONSULTANT must meet the
27 procedural requirements specified in 49 CFR 26.53(f).

28 F. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the
29 contract and is carrying out its responsibilities by actually performing, managing, and supervising the work

1 involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on
2 the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where
3 applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the
4 amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the, contract
5 is commensurate with the work it is actually performing, and other relevant factors.

6 G. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or
7 project through which funds are passed in order to obtain the appearance of DBE participation. In determining
8 whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do
9 not participate.

10 H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its
11 contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than
12 would be expected on the basis of normal industry practice for the type of work involved, it will be presumed
13 that it is not performing a CUF.

14 I. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into
15 with certified DBEs. The records shall show the name and business address of each DBE or vendor and the
16 total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of
17 payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work
18 performed by their own forces along with the corresponding dollar value of the work.

19 J. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form
20 entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants"
21 CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONSULTANT or CONSULTANT's authorized
22 representative and shall be furnished to the COUNTY's Contract Administrator with the final invoice. Failure to
23 provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar
24 value of the invoice being withheld from payment until the form is submitted. The amount will be returned to
25 CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE),
26 First-Tier Subconsultants" is submitted to the COUNTY's Contract Administrator.

27 K. If a DBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify
28 CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during
29 the life of the Contract, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any

1 changes should be reported to COUNTY's Contract Administrator within 30 days.

2 **ARTICLE XXI CONTINGENT FEE**

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

10 **ARTICLE XXII DISPUTES**

- 11 A. In the event CONSULTANT considers any work demanded of him to be outside the requirements of the
12 Agreement, or if he considers any order, instruction, or decision of COUNTY to be unfair, he shall promptly
13 upon receipt of such order, instruction or decision, ask for a written confirmation of the same whereupon he
14 shall proceed without delay to perform the work or to conform to the order, instruction, or decision; but unless
15 CONSULTANT finds such order, instruction, or decision satisfactory, he shall within 20 days after receipt of
16 same, file a written protest with COUNTY stating clearly and in detail his objections and reasons therefore.
17 Except for such protests or objections as are made of record in the manner specified and within the time stated
18 herein, and except for such instances where the basis of a protest could not reasonably have been foreseen
19 by CONSULTANT within the time limit specified for protest, CONSULTANT hereby waives all grounds for
20 protests or objections to the orders, instruction, or decisions of COUNTY and hereby agrees that, as to all
21 matters not included in such protests, the orders, instructions and decisions of COUNTY will be limited to
22 matters properly falling within COUNTY's authority.
- 23 B. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of
24 by agreement shall be decided by a committee consisting of COUNTY's Contract Administrator and Director of
25 Transportation (Insert Department Head or Official), who may consider written or verbal information submitted
26 by CONSULTANT.
- 27 C. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and
28 estimate, CONSULTANT may request review by COUNTY Governing Board of unresolved claims or disputes,
29 other than audit. The request for review will be submitted in writing.

1 D. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full
2 and timely performance in accordance with the terms of this contract.

3 **ARTICLE XXIII INSPECTION OF WORK**

4 CONSULTANT and any subconsultant shall permit COUNTY, the state, and the FHWA if federal participating funds
5 are used in this contract; to review and inspect the project activities and files at all reasonable times during the
6 performance period of this contract including review and inspection on a daily basis.

7 **ARTICLE XXIV SAFETY**

8 A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety
9 equipment or procedures. CONSULTANT shall comply with safety instructions issued by COUNTY Safety
10 Officer and other COUNTY representatives. CONSULTANT personnel shall wear hard hats and safety vests
11 at all times while working on the construction project site.

12 B. Pursuant to the authority contained in Section 591 of the Vehicle Code, COUNTY has determined that such
13 areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of
14 the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take
15 all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public
16 from injury and damage from such vehicles.

17 C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

18 D. In the event CONSULTANT performs trenching of five feet or deeper in the performance any service provided
19 under this Agreement, CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA)
20 permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices,
21 work, method, operation, or process related to the construction or excavation of trenches which are five feet or
22 deeper.

23 **ARTICLE XXV INDEMNIFICATION AND INSURANCE**

24 A. Basic Indemnity

25 1. To the fullest extent permitted by applicable law, CONSULTANT agrees to defend (through legal counsel
26 reasonably acceptable to COUNTY), indemnify, and hold harmless the County of Riverside, its Agencies,
27 Districts, Departments and Special Districts, Board of Supervisors, elected and appointed officials, and
28 each of their respective directors, members officers, employees, agents, volunteers and representatives
29 ("Indemnitees") and each of them from any and all Losses that arise out of or relate to any act or omission

1 constituting ordinary and not professional negligence (including, without limitation, negligent breach of
2 contract), recklessness, or willful misconduct on the part of CONSULTANT or its subconsultants or their
3 respective employees, agents, representatives, or independent contractors.

4 2. "Losses" shall mean any and all economic and non-economic losses, costs, liabilities, claims, damages,
5 actions, judgements, settlements and expenses, including, without limitation, full and actual attorney's fees
6 (including, without limitation, attorney's fees for trial and on appeal), expert and non-expert witness fees,
7 arbitrator and arbitration fees and mediator and mediation fees.3. CONSULTANT further agrees to and
8 shall indemnify and hold harmless the Indemnitees from all liability arising from suits, claims, demands,
9 actions, or proceedings made by agents, employees or subcontractors of CONSULTANT for salary, wages,
10 compensation, health benefits, insurance, retirement or any other benefit not explicitly set forth in this
11 contract and arising out of work performed for COUNTY pursuant to this contract. The Indemnitees shall
12 be entitled to the defense and indemnification provided for hereunder regardless of whether the Loss is in
13 part caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity;
14 provided however, that nothing contained herein shall be construed as obligating CONSULTANT to
15 indemnify and hold harmless any Indemnitee to the extent not required under the provisions of Paragraph
16 B. below.

17 B. Indemnity for Design Professional Services

18 1. To the fullest extent permitted by Applicable Law, CONSULTANT agrees to defend (through legal counsel
19 reasonably acceptable to COUNTY), indemnify and hold harmless the Indemnitees, and each of them,
20 against any and all Losses that arise out of, pertain to, or relate to, any negligence, recklessness or willful
21 misconduct constituting professional negligence on the part of CONSULTANT or its Subconsultants, or
22 their respective employees, agents, representatives, or independent contractors. The Indemnitees shall
23 be entitled to the defense, and indemnification provided for hereunder regardless of whether the Loss is, in
24 part, caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity;
25 provided, however, that nothing contained herein shall be construed as obligating CONSULTANT to
26 indemnify and hold harmless any Indemnitee to the extent not required under the provisions of this section.
27 CONSULTANT shall defend and pay, all costs and fees, including but not limited to attorney fees, cost of
28 investigation, and defense, in any loss, suits, claims, demands, actions, or proceedings to the extent and
29 in proportion to the percentage, such costs and fees arise out of, pertain to, or relate to the negligence,

1 recklessnes or willful misconduct of CONSULTANT arising out of or from the performance of professional
2 design services under this Agreement. The duty to defend applies to any alleged or actual negligence,
3 recklessnes, willful misconduct of CONSULTANT. The cost for defense shall apply whether or not
4 CONSULTANT is a party to the lawsuit and shall apply whether or not CONSULTANT is directly liable to
5 the plaintiffs in the lawsuit. The duty to defend applies even if Indemnitees are alleged or found to be actively
6 negligent, but only in proportion to the percentage of fault or negligence of CONSULTANT.

- 7 2. Without affecting the rights of COUNTY under any other provision of this Agreement, CONSULTANT shall
8 not be required to indemnify or hold harmless or provide defense or defense costs to an Indemnitee for a
9 Loss due to that Indemnitee's negligence, recklessnes or willful misconduct; provided, however, that such
10 negligence, recklessnes or willful misconduct has been determined by agreement of CONSULTANT and
11 Indemnitee or has been adjudged by the findings of a court of competent jurisdiction.
- 12 3. CONSULTANT agrees to obtain or cause to be obtained executed defense and indemnity agreements with
13 provisions identical to those set forth in this section from each and every Subconsultant, of every Tier.
- 14 4. CONSULTANT's indemnification obligations under this Agreement shall not be limited by the amount or
15 type of damages, compensation or benefits payable under any policy of insurance, workers' compensation
16 acts, disability benefit acts or other employee benefit acts.
- 17 5. The Indemnitees shall be entitled to recover their attorneys' fees, costs and expert and consultant costs
18 in pursuing or enforcing their right to defense and/or indemnification under this Agreement.

19 C. INSURANCE

20 Without limiting or diminishing the CONSULTANT'S obligation to indemnify or hold the COUNTY harmless,
21 CONSULTANT shall procure and maintain or cause to be maintained, at its sole cost and expense, the following
22 insurance coverage's during the term of this Agreement. As respects to the insurance section only, the
23 COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments,
24 their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or
25 representatives as Additional Insureds.

26 1. Workers' Compensation:

27 If the CONSULTANT has employees as defined by the State of California, the CONSULTANT shall maintain
28 statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of
29 California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits

1 not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in
2 favor of The County of Riverside.

3 2. Commercial General Liability:

4 Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified
5 contractual liability, products and completed operations liability, personal and advertising injury, and cross
6 liability coverage, covering claims which may arise from or out of CONSULTANT'S performance of its
7 obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall
8 not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general
9 aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence
10 limit.

11 3. Vehicle Liability:

12 If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then
13 CONSULTANT shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an
14 amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general
15 aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence
16 limit. Policy shall name the COUNTY as Additional Insureds.

17 4. Professional Liability

18 CONSULTANT shall maintain Professional Liability Insurance providing coverage for the CONSULTANT's
19 performance of work included within this Agreement, with a limit of liability of not less then \$1,000,000 per
20 occurrence and \$2,000,000 annual aggregate. If CONSULTANT's Professional Liability Insurance is written
21 on a claims made basis rather than an occurrence basis, such insurance shall continue through the term
22 of this Agreement and CONSULTANT shall purchase at his sole expense either 1) an Extended Reporting
23 Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a
24 retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through
25 Certificates of Insurance that CONSULTANT has Maintained continuous coverage with the same or original
26 insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

27 5. General Insurance Provisions - All lines:

28 a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of
29 California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are

1 waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for
2 a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

3 b. The CONSULTANT must declare its insurance self-insured retention for each coverage required
4 herein. If any such self-insured retention exceed \$500,000 per occurrence each such retention shall
5 have the prior written consent of the County Risk Manager before the commencement of operations
6 under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at
7 the election of the Country's Risk Manager, CONSULTANT'S carriers shall either; 1) reduce or
8 eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a
9 bond which guarantees payment of losses and related investigations, claims administration, and
10 defense costs and expenses.

11 c. CONSULTANT shall cause CONSULTANT'S insurance carrier(s) to furnish the County of Riverside
12 with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of
13 Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by
14 the County Risk Manager, provide original Certified copies of policies including all Endorsements and
15 all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s)
16 and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days
17 written notice shall be given to the County of Riverside prior to any material modification, cancellation,
18 expiration or reduction in coverage of such insurance. In the event of a material modification,
19 cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the
20 County of Riverside receives, prior to such effective date, another properly executed original Certificate
21 of Insurance and original copies of endorsements or certified original policies, including all
22 endorsements and attachments thereto evidencing coverage's set forth herein and the insurance
23 required herein is in full force and effect. CONSULTANT shall not commence operations until the
24 COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of
25 endorsements and if requested, certified original policies of insurance including all endorsements and
26 any and all other attachments as required in this Section. An individual authorized by the insurance
27 carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of
28 Insurance.

29 d. It is understood and agreed to by the parties hereto that the CONSULTANT'S insurance shall be

1 construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured
2 retention's or self-insured programs shall not be construed as contributory.

3 e. If, during the term of this Agreement or any extension thereof, there is a material change in the scope
4 of services; or, there is a material change in the equipment to be used in the performance of the scope
5 of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the
6 COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required
7 under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of
8 insurance carried by the CONSULTANT has become inadequate.

9 f. CONSULTANT shall pass down the insurance obligations contained herein to all tiers of subconsultants
10 working under this Agreement.

11 g. The insurance requirements contained in this Agreement may be met with a program(s) of self-
12 insurance acceptable to the COUNTY.

13 h. CONSULTANT agrees to notify COUNTY of any claim by a third party or any incident or event that may
14 give rise to a claim arising from the performance of this Agreement.

15 **ARTICLE XXVI OWNERSHIP OF DATA**

16 A. Ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this
17 contract will automatically be vested in COUNTY; and no further agreement will be necessary to transfer
18 ownership to COUNTY. CONSULTANT shall furnish COUNTY all necessary copies of data needed to complete
19 the review and approval process.

20 B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-
21 readable form, are intended for one-time use in the construction of the project for which this contract has been
22 entered into. CONSULTANT acknowledges that the plans, drawings and/or other work products may be used
23 by COUNTY for the PROJECT regardless of any disputes that may develop between CONSULTANT and
24 COUNTY. All plans, drawings, or other work product shall be deemed the sole and exclusive property of
25 COUNTY to be used as desired by COUNTY, and ownership thereof is irrevocably vested in COUNTY whether
26 the PROJECT is implemented or not.

27 C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or
28 misuse by COUNTY of the machine-readable information and data provided by CONSULTANT under this
29 contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with

1 any use by COUNTY of the project documentation on other projects, for additions to this project, or for the
2 completion of this project by others, except only such use as may be authorized in writing by CONSULTANT.

3 D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as
4 appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).

5 E. COUNTY may permit copyrighting reports or other agreement products. If copyrights are permitted; the
6 agreement shall provide that the FHWA and COUNTY shall have the royalty-free nonexclusive and irrevocable
7 right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

8 **ARTICLE XXVII CLAIMS FILED BY COUNTY'S CONSTRUCTION CONTRACTOR**

9 A. If claims are filed by COUNTY's construction contractor relating to work performed by CONSULTANT's
10 personnel, and additional information or assistance from CONSULTANT's personnel is required in order to
11 evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation
12 with COUNTY'S construction contract administration and legal staff and for testimony, if necessary, at
13 depositions and at trial or arbitration proceedings.

14 B. CONSULTANT's personnel that COUNTY considers essential to assist in defending against construction
15 contractor claims will be made available on reasonable notice from COUNTY. Consultation or testimony will
16 be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel
17 services under this contract.

18 C. Services of CONSULTANT's personnel in connection with COUNTY's construction contractor claims will be
19 performed pursuant to a written contract amendment, if necessary, extending the termination date of this
20 contract in order to resolve the construction claims.

21 **ARTICLE XXVIII CONFIDENTIALITY OF DATA**

22 A. All financial, statistical, personal, technical, or other data and information relative to COUNTY's operations,
23 which are designated confidential by COUNTY and made available to CONSULTANT in order to carry out this
24 contract, shall be protected by CONSULTANT from unauthorized use and disclosure.

25 B. Permission to disclose information on one occasion, or public hearing held by COUNTY relating to the contract,
26 shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other
27 occasion.

28 C. CONSULTANT shall not comment publicly to the press or any other media regarding the contract or COUNTY's
29 actions on the same, except to COUNTY's staff, CONSULTANT's own personnel involved in the performance

1 of this contract, at public hearings or in response to questions from a Legislative committee.

2 D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding
3 work performed or to be performed under this contract without prior review of the contents thereof by COUNTY,
4 and receipt of COUNTY'S written permission.

5 E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

6 F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT
7 to any entity other than COUNTY.

8 **ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

9 In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury
10 that no more than one final unappealable finding of contempt of court by a federal court has been issued against
11 CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply
12 with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations
13 Board.

14 **ARTICLE XXX LEGAL COMPLIANCE**

15 CONSULTANT shall comply with all Federal, State and local laws, statutes, ordinances, rules and regulations, and
16 the orders and decrees of any courts or administrative bodies or tribunals currently in effect and in any manner
17 affecting the performance of this Agreement, including, without limitation, workers' compensation laws and licensing
18 and regulations. Failure to comply by CONSULTANT may be grounds for termination by the COUNTY.

19 **ARTICLE XXXI EVALUATION OF CONSULTANT**

20 CONSULTANT's performance may be evaluated by COUNTY. A copy of the evaluation will be sent to
21 CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the contract
22 record.

23 **ARTICLE XXXII RETENTION OF FUNDS**

24 A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this Article.

25 B. COUNTY will withhold the last 10 percent of the budget for preparation of the final PS&E documents. The 10
26 percent retainage is to be held after 90% of the PS&E phase has been billed and is not to be deducted from
27 each invoice. The amount retained will be paid to CONSULTANT after COUNTY has approved
28 CONSULTANT's PS&E documents. The CONSULTANT, or subconsultant, shall return all monies withheld in
29 retention from a subconsultant within thirty (30) days after receiving payment. Federal law (49 CFR 26.29)

1 requires that any delay or postponement of payment over thirty (30) days may take place only for good cause
2 and with the COUNTY's prior written approval. Any violation of this provision shall subject the violating
3 CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of
4 the Business and Professions Code. These requirements shall not be construed to limit or impair any
5 contractual, administrative, or judicial remedies, otherwise available to the CONSULTANT or subconsultant in
6 the event of a dispute involving late payment or nonpayment by the CONSULTANT, deficient subconsultant
7 performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime
8 consultant and subconsultants.

9 **ARTICLE XXXIII NOTIFICATION**

10 All notices hereunder and communications regarding interpretation of the terms of this contract and changes
11 thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage
12 prepaid, and addressed to the CONSULTANT's Project Manager and COUNTY's Contract Administrator at the
13 respective addresses provided in Article I.B.

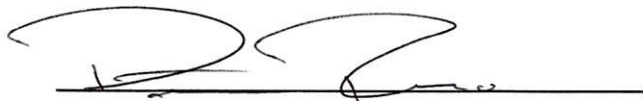
14 **ARTICLE XXXIV. CONTRACT**

15 The two parties to this contract, who are the before named CONSULTANT and the before named COUNTY, hereby
16 agree that this contract constitutes the entire agreement which is made and concluded in duplicate between the two
17 parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work
18 to be performed; each agree to diligently perform in accordance with the terms and conditions of this contract as
19 evidenced by the signatures below.

ARTICLE XXXV APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:



PATRICIA ROMO

Director of Transportation

APPROVED AS TO FORM:

GREGORY P. PRIAMOS, County Counsel

 2/21/2020

By Deputy

APPROVAL BY THE BOARD OF SUPERVISORS



V. MANUEL PEREZ

PRINTED NAME

Chairman, Riverside County Board of Supervisors

ATTEST:



KECIA HARPER-IHEM

Clerk of the Board (SEAL)

CONSULTANT Approvals

CONSULTANT:



MELANIE ESTES

PRINTED NAME

VICE PRESIDENT

TITLE

CONSULTANT:

PRINTED NAME

TITLE

ATTACHMENT A • SCOPE OF SERVICES

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ARTICLE AI • INTRODUCTION

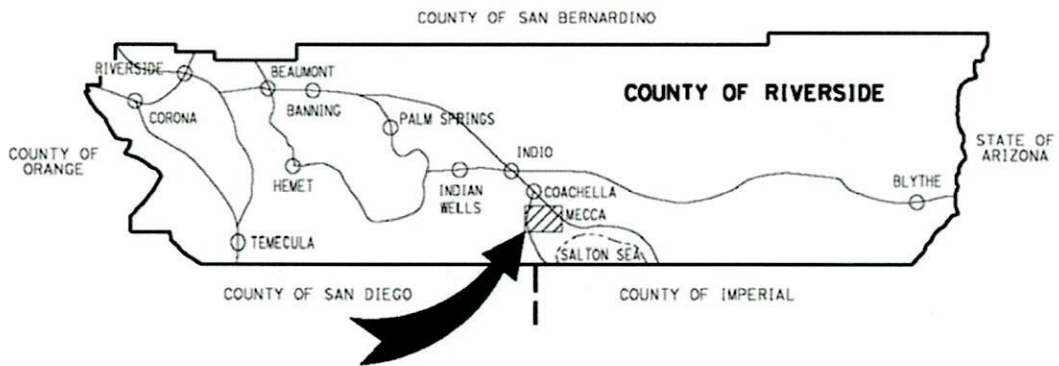
A. DESCRIPTION

The proposed project will consist of the construction of a new two lane roadway that will connect State Route 195/Avenue 66 west of the UPRR tracks to Avenue 66 east of the UPRR tracks, and three new traffic signals, approximately 1.7 miles in length, and a new bridge over the existing Union Pacific Railroad (UPRR) tracts.

B. LOCATION

On Route 111 from 1/2 mile east of Route 86 to 1/2 mile west of Johnson Street, located within the Community of Mecca.

Vicinity Map



C. COORDINATION

CONSULTANT shall coordinate with other involved agencies for compatible design and phasing of construction with existing conditions. Coordination may include, but will not necessarily be limited to the following:

- Caltrans
- Coachella Valley Association of Governments
- Union Pacific Railroad (UPRR)
- Utility Companies

D. PHASES

The services performed by CONSULTANT will be accomplished in 3 Phases:

- Phase I – Pre-Construction
- Phase II – Construction

- Phase III – Post Construction

Consultant shall proceed upon written notice to proceed by COUNTY.

E. STANDARDS

Documents shall be prepared in accordance with current State Department of Transportation (CALTRANS) regulations, policies, procedures, manuals and standards including compliance with Federal Highway Administration (FHWA) requirements and/or County Road Standards as appropriate. Caltrans guidelines for technical studies and the environmental documents will follow the guidance available as of contract date.

1. Environmental

Environmental documents and services shall be performed in accordance with CALTRANS Standard Environmental Reference (SER) including requirements of the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) if the project has a Federal nexus.

2. Survey

Supplemental surveys shall be performed by the CONSULTANT in accordance with the current CALTRANS "Survey Manual" and its revisions. Work not covered by the manual shall be performed in accordance with accepted professional surveying standards as approved by COUNTY.

3. Geographical Information System (GIS)

- "GIS Information" shall include GIS digital files (including the information or data contained therein) and any other information, data, or documentation from COUNTY GIS (regardless of medium or format) that is provided pursuant to this Agreement.
- CONSULTANT acknowledges that the unauthorized use, transfer, assignment, sublicensing, or disclosure of the GIS information, documentation, or copies thereof will substantially diminish their value to COUNTY. CONSULTANT acknowledges and agrees that COUNTY GIS information is a valuable proprietary product, embodying substantial creative efforts, trade secrets, and confidential information and ideas. COUNTY GIS information is and shall remain the sole property of COUNTY; and there is no intention of COUNTY to transfer ownership of COUNTY GIS information.
- COUNTY GIS information is made available to CONSULTANT solely for use in the normal course of CONSULTANT's business to produce reports, analysis, maps and other deliverables only for this PROJECT and as described within the Scope of Services.
- CONSULTANT agrees to indemnify and hold harmless COUNTY, its officers, employees and agents

1 from any and all liabilities, claims, actions, losses or damages relating to or arising from
2 CONSULTANT's use of COUNTY GIS information.

- 3 e. GIS information cannot be used for all purposes; and GIS information may not be complete for all
4 purposes. Additional investigation or research by CONSULTANT into other sources will be required.
5 GIS information is intended only as an information base and is not intended to replace any legal
6 records. COUNTY has used and will continue to use its best efforts to correctly input into COUNTY
7 GIS the information contained in various legal and other records; but COUNTY accepts no
8 responsibility for any conflict with actual legal records or for information not transferred from legal
9 records to COUNTY GIS. COUNTY has attempted to update GIS information as often as is practically
10 feasible. However, CONSULTANT should be aware that GIS information may not be current and
11 changes or additions to the information contained in COUNTY GIS may not yet be reflected in
12 COUNTY GIS.
- 13 f. COUNTY accepts no responsibility for the use of GIS information; and COUNTY provides no warranty
14 for the use of COUNTY GIS or COUNTY GIS information by CONSULTANT. THE WARRANTIES
15 SPECIFICALLY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES,
16 EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS
17 FOR A PARTICULAR PURPOSE; AND SUCH OTHER WARRANTIES ARE HEREBY EXCLUDED.

18 **4. Project Files**

19 Project files shall be indexed in accordance with CALTRANS' Project Development Uniform File System.

20 **F. QUALITY CONTROL**

- 21 1. CONSULTANT shall implement and maintain the following quality control procedures during the
22 preparation of the plans and documents relating to PROJECT. CONSULTANT shall have a quality control
23 plan in effect during the entire time services are being performed under this Agreement. The plan shall
24 establish a process whereby calculations are independently checked, plans checked, corrected and back-
25 checked, and all job related correspondence and memoranda routed and received by affected persons
26 and then bound in appropriate job files. Where several drawings show different work in the same area,
27 means shall be provided to avoid conflicts and misalignment in both new and existing improvements.
28 Evidence that the quality control plan is functional may be requested by the COUNTY Contract
29 Administrator. All plans, calculations documents and other items submitted to the COUNTY Contract

Administrator for review shall be marked clearly as being fully checked and that the preparation of the material followed the quality control plan established for the work.

2. CONSULTANT has total responsibility for the accuracy and completeness of all data, reports, plans, specifications and estimates prepared for this PROJECT and shall check all such material accordingly. COUNTY will review all work product deliverables. The responsibility for accuracy and completeness of such items remains solely that of CONSULTANT. 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 CONSULTANT of its professional responsibilities or obligations under this Agreement.
3. The plans, designs, 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, 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 can be used on PROJECT.
4. The page identifying preparers of engineering reports, the title sheet for specifications and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of the certificate, and signature of the professional engineer(s) responsible for their preparation.

G. KEY PERSONNEL

The CONSULTANT has represented to the COUNTY that certain key personnel will perform the services and if one or more of such personnel should become unavailable, CONSULTANT may substitute other personnel of at least equal competence only after prior written approval by the COUNTY PROJECT MANAGER has been secured. The key personnel for performance of this PROJECT are:

Assignment	Key Personnel
Project Manager	Melanie Estes, PE
Resident Engineer	Lucas Rathe, PE
Structures Representative	Roger Miramontes, PE

The Project Manager shall be a registered civil engineer in the State of California. All documents and deliverables submitted that represent engineering work shall be signed and stamped (including registration

Number) by an engineer/land surveyor with an appropriate license/registration for the work performed.

H. COUNTY RESPONSIBILITIES

The following includes tasks to be completed by the COUNTY:

- COUNTY will provide standards, existing plans, and manuals when requested by CONSULTANT and available to COUNTY personnel.
- COUNTY will provide survey and land acquisition services generally as described below:
 - Provide survey controls.
 - Verify that County survey control points are still in place and undisturbed.
 - Provide survey records research, including grant deeds and right-of-way documents in support of right-of-way base mapping prepared by COUNTY surveyor.
 - Prepare existing right-of-way and parcel mapping.
 - Coordinate permits for right-of-entry with property owners.
 - Obtain and review title reports, identify easements and encumbrances.
 - Prepare appraisals for temporary and permanent right-of-way and perform appraisal review.
 - Perform right-of-way negotiations and acquisitions.
 - Certify new acquired right-of-way.

ARTICLE AII • SERVICES TO BE PROVIDED

A. CONTRACT DELIVERABLES

CONSULTANT shall perform project services in accordance with the provisions set forth in the Scope of Services, which is attached hereto and incorporated herein by reference. COUNTY reserves the right to perform any portion of the Scope of Services with COUNTY personnel.

B. SCOPE OF SERVICES

Appendix A
County of Riverside Transportation Department
Avenue 66th Grade Separation Project
Construction Management Scope of Services

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1 - Project Description

The proposed project will consist of the construction of a new two lane roadway that will connect State Route 195/Avenue 66 west of the UPRR tracks to Avenue 66 east of the UPRR tracks, and three new traffic signals, approximately 1.7 miles in length, and a new bridge over the existing Union Pacific Railroad (UPRR) tracts.

The COUNTY shall endeavor to provide copies of applicable permits and conditions of approval to the Consultant prior to commencement of the work contemplated by the Construction Management Agreement.

2 – Construction Management General Services

2.1 Project Controls System Development

Purpose:

To develop an integrated cost and schedule information system to provide up to date and accurate information regarding schedule, budgets, expenditures, and change orders to Engineer managers, contractors, Caltrans, and the COUNTY.

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, environmental monitors, CHP, 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:

CONSULTANT will develop the PCS using software similar to Primavera P6 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 CONSULTANT's 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, Cities, 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.

2.2 Monthly Project Progress Meetings and Reports

Purpose:

To apprise COUNTY management and other stakeholders of CONSULTANT's activities under this contract via written report and monthly meeting.

Approach:

CONSULTANT 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 and a listing of approved work that is beyond the boiler plate scope with a determination of who is responsible for the associated additional costs (contractor, project, etc.).

CONSULTANT 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 CONSULTANT for its use.
5. Additional project budget expenditures determined to be the responsibility of the contractor will be addressed quarterly with adjustments being made to progress payments.

Deliverables:

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

2.3 Document Management System

Purpose:

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

Approach:

CONSULTANT 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 CONSULTANT File Index will conform to the Caltrans filing numbering system.

Deliverables:

Implementation of a computerized document management system that includes written procedures for use of the project team.

2.4 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, to respond to public inquiries regarding the project, and to coordinate with the County, UPRR, law enforcement, emergency services providers, transit agencies, school districts and others as needed regarding construction activities that may impact public safety.

As part of the public outreach effort it is anticipated that the team will conduct public meetings before and during construction. The team will also need to attend local community meetings to provide updates and information as requested.

Approach:

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

Assumptions:

CONSULTANT 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, as required. The COUNTY will be responsible for the review and approval of the overall plan.

Deliverables:

1. CONSULTANT: Draft Neighborhood Affairs Strategy memorandum.
2. COUNTY: Review and comment on draft Affairs Strategy memorandum.
3. Cities: Review and comment on draft Affairs Strategy memorandum.
4. CONSULTANT: Final Neighborhood Affairs Strategy memorandum.

2.5 Sub-Consultant Management:

Purpose:

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

Approach:

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

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

Deliverables:

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

3 – Pre-Construction Phase Services

CONSULTANT 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.

3.1 Constructability Review

Purpose:

To provide the COUNTY and CONSULTANT with reasonable assurance that project can be adequately constructed as indicated on the Design Plans and to endeavor to minimize contract change orders and reduce the project schedule to the extent possible. To enable changes to be made to the Project Documents by the Design Engineer before the construction contract bids are due.

Approach:

CONSULTANT will perform a constructability review of the project, analyzing the phasing and staging of project construction for conflicts and to minimize the disruption to traffic. Review of the Project Plans (including construction notes), the Project Specifications, Estimates, and applicable permits technical reports for the Project is required for a thorough understanding of the project. The CONSULTANT will also perform an Independent Quantity Take-off of the major items of work on the Project.

Assumptions:

The Project Plans and Project Specifications are essentially complete and ready for advertisement.

Deliverables:

1. Constructability comments and report for review by the COUNTY and Design Engineer. CONSULTANT will provide two (2) copies of the comments and report.
2. The Independent Quantity Take-off with comments and supporting calculations, wet stamped and signed by the CONSULTANT's Engineer in Responsible Charge.

After COUNTY and Design Engineer have reviewed and/or made changes, log changes made and changes not made in the project records.

3.2 Pre-Construction Coordination

Purpose:

In order to minimize the project construction time there will be a need to have a concentrated effort to do as much work in advance of the contractor moving on site and to coordinate with other projects in the vicinity.

Approach:

The CONSULTANT will coordinate with other agencies, companies, local residents and the contractor to ensure that there are no delays to the start of construction. This will involve close coordination with utility companies to ensure that any relocation work done prior to construction is properly managed. Also, the CONSULTANT needs to assist the utility companies to plan any relocation work scheduled during construction. Once the low bid contractor is selected the

CONSULTANT is to work closely with the construction team to ensure that they obtain all necessary approvals, permits, supplies, etc.

CONSULTANT will need to be aware of other public and private construction projects in the vicinity and ensure that there is close coordination between the projects.

3.3 Construction Management Plan

Purpose:

To provide the COUNTY and CONSULTANT with uniform procedures and standards for the administration of the construction contract.

Approach:

CONSULTANT 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. CONSULTANT will provide two (2) copies of the draft.
2. After review and comments, provide two (2) copies of final project manual to the COUNTY.

3.4 Contract Bidding Support

Purpose:

To provide support to the COUNTY during the Bidding Phase of the project to insure bid documents are satisfactory and complete, and selection of the contractor follows proper standards and procedures.

Assumptions:

CONSULTANT will be available as needed to coordinate activities, review documents, provide recommendations and attend meetings during the Bid document preparation and Contract Bidding phase.

Deliverables:

CONSULTANT will:

1. Assist the COUNTY to pre-qualify bidders and major sub-bidders, and develop bidder's interest in the project. Assist the COUNTY in issuing bidding documents.
2. Attend pre-bid conferences and provide information to bidders regarding County expectations of them throughout the project duration and familiarize bidders with the bidding documents, proposed management techniques and with any special systems, materials or methods.
3. Assist the COUNTY and Design Engineers with the receipt of questions and timely responses to bidders.
4. Assist in the review and preparation of Addenda to be issued to the Bidders.

5. Assist in the bid analysis including accuracy of bids, identifying the lowest responsive bidder, checking references and other bid forms and make recommendations to the COUNTY for the award of contracts and/or rejection of bids.
6. Conduct a pre-construction “kick-off meeting” that includes all agencies, utilities, and contractors that will be participating in the Project. Attend any other pre-construction meetings that may be required.

3.5 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:

CONSULTANT in conjunction with the COUNTY will review the Local Assistance Procedures Manual to insure that all contract administration procedures, documentations, and filing systems are in accordance with the Local assistance Procedures Manual. Subsections included in various chapters have been discussed in detail throughout the sections of the Scope of Services for this project:

- Chapter 1, Introduction and Overview
- Chapter 5, Invoicing
- 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
 - Award Package
- Chapter 16, Administer Construction Contracts, including the following:
 - Project Supervision and Inspection
 - Pre-Construction Conference and Partnering
 - Contract Time
 - Subcontractors
 - Engineer’s Daily Reports
 - Project Files
 - Construction Records and Accounting Procedures
 - Safety Provisions
 - Labor Compliance
 - Equal Employment Opportunity
 - Contract Change Orders
 - 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:
 - Final Inspection Procedures for Federal-Aid Projects
 - “As-Built” plans
 - Report of Expenditures
 - Consequences for Non-Compliance
- Chapter 19, Oversight and Process Reviews
- Chapter 20, Deficiencies and Sanctions

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

The COUNTY and CONSULTANT will incorporate specific deliverables within the ENGINEERs scope of services and designate the party or parties responsible.

Assumptions:

The COUNTY will review the CONSULTANT’s Contract scope of services and deliverables to ensure that all tasks required are identified and an individual party is assigned responsibility for that task.

Deliverables:

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.

Compliance with the Caltrans Construction Manual, Traffic Manual, MUTCD, ADA Guidelines, CAL OSHA Safety Orders, SWPPP & PMP preparation Handbook, and all Bridge Manuals is also required, as applicable.

3.6 Pre-construction Walk Through

Purpose:

To review, document and agree to the existing conditions of the project site and neighboring area conditions prior to the start of construction.

Approach:

Prior to the issuance of a Notice to Proceed, CONSULTANT, the Contractor, Caltrans, utility company representatives, biologist, archeologists, COUNTY will walk the entire project and record existing conditions via a written log, still photographs, and videotape where required. CONSULTANT will provide copies of all documentation to the Contractor and the COUNTY. CONSULTANT 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.

4 – Construction Management Services

CONSULTANT, on behalf of the COUNTY, will provide construction management services for administration of the construction contract in conformance with the requirements set forth in the State's Construction Manual, State's Local Programs and Procedures Manual, State's Encroachment Permit and the County's requirements. Construction Management services will encompass the Quality Assurance and enforcement of all construction contract requirements. It can be expected that the contractor will be working on site 24 hours per day. CONSULTANT services are to be provided to enforce construction contract requirements.

4.1 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:

CONSULTANT 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 CONSULTANT in developing the attendee list.
3. CONSULTANT will prepare a draft agenda for 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 of 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.

4.2 Communications and Correspondence

Purpose:

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

Approach:

CONSULTANT will obtain all pertinent information as required to develop a project directory of all key personnel and stakeholders working on the project. CONSULTANT will develop a graphic chart indicating the proper flow of correspondence. CONSULTANT will log all information received from the Contractor and others, in *Expedition*. Lastly, CONSULTANT 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.

4.3 Project Changes and Construction Change Order Management

Purpose:

To reviewing proposed changes to the project and determine if the change is necessary and/or beneficial to the project, and if such changes constitute a change order.

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

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:

CONSULTANT will review potential changes to the project for contractual and technical merit, prepare independent cost estimates and schedule analysis of work, discuss proposed changes with COUNTY, and negotiate change order costs with the Contractor. CONSULTANT will prepare change orders with all required support documentation for execution by the COUNTY. CONSULTANT will keep the COUNTY apprised of cumulative changes in project cost and project duration.

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

Assumptions:

1. CONSULTANT will have authority to make minor changes to work that it determines to have no cost or time impacts to the construction project.
2. CONSULTANT will be allowed to use their own judgment regarding how best to handle cost negotiations with the Contractor, but will keep the COUNTY informed throughout the process.
3. CONSULTANT will prepare official change order documentation to be processed with the Contractor's regular application for payment.
4. CONSULTANT will transmit electronic copies (MS Word *.docx files) of change order documentation to the COUNTY's capital project construction group.
5. CONSULTANT will obtain final approval of all project cost and/or project time changes from the COUNTY, and Caltrans prior to authorizing the Contractor to proceed with changes.

Deliverables:

1. Perform quantity and cost analysis as required for negotiation of change orders
2. Analyze additional compensation claims that are submitted during the 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.

4.4 Monthly Construction Progress Reports

Purpose:

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

Approach:

CONSULTANT 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 regarding special issues.
8. Other information deemed necessary for the COUNTY to have a concise understanding of the construction Projects.

Assumptions:

The COUNTY will assist CONSULTANT 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.

4.5 Schedule Monitoring

Purpose:

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

Approach:

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

Deliverables:

1. CONSULTANT will prepare and transmit to the Contractor schedule review comments.

2. Monthly review of contractor's schedule updates and provide a 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 the completion date.

4.6 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*, CONSULTANT 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.

4.7 Progress / Coordination Meetings

Purpose:

To provide a forum for the review of the project status, the look-ahead schedule including activity sequence and duration, schedule for delivery of long lead items, outstanding RFIs, submittals, and other project issues.

Approach:

CONSULTANT will conduct weekly progress/coordination meetings, to be attended by the COUNTY, CVAG, the Contractor, CONSULTANT and other invitees. CONSULTANT 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, CONSULTANT will prepare a comprehensive agenda for the meeting and distribute the agenda to all parties scheduled to attend. Following the meeting, CONSULTANT 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.

4.8 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:

CONSULTANT 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 CONSULTANT for final review. Once approved, COUNTY will prepare a payment application certificate, using software similar to *Excel*, 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 CONSULTANT will use software that is acceptable to the COUNTY for use 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.

4.9 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:

CONSULTANT will observe contractors' work area. Contractor is 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. CONSULTANT 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. CONSULTANT assumes no responsibility for safety of Contractor's work areas.
4. CONSULTANT 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.

4.10 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:

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

Assumptions:

1. All permits will be provided to CONSULTANT for review.
2. All permits will be included in the contract documents.
3. A certified Biologist will be provided by CONSULTANT's sub-consultant.
4. The USFWS must approve the Biological Monitor. Biological Monitor will be responsible for oversight of Programmatic Biological Opinion for any listed or protected species within or adjacent to the PROJECT site.

Deliverables:

The CONSULTANT's sub-consultant Biological Monitor will:

1. Develop an employee education program. Each employee (including temporary, contractors, and subcontractors) will receive a training/awareness program within two weeks of working on the proposed project. They will be advised of the potential impact to the listed species and the potential penalties for taking such species. At a minimum, the program will include the following topics: occurrence of the listed and sensitive species in the area, their general ecology, sensitivity of the species to human activities, legal protection afforded these species, penalties for violation of Federal and State laws, reporting requirements, and project features designed to reduce the impacts to these species and promote continued successful occupation of the project area environs. Included in this program will be color photos of the listed species, which will be shown to the employees. Following the education program, the photos will be posted in the resident engineer's office and contractor's office, where they will remain throughout the duration of the project. The Resident Engineer, CONTRACTOR, and USFWS-approved biological monitor will be responsible for ensuring that employees are aware of the listed species.

2. Ensure that ESAs will be designated by erecting protective fencing delineating the project impact boundary and sensitive habitats and that this barrier fencing will be constructed in such a way as to restrict the movement of fauna into impacted areas. Be present for all ESA fence construction. Inform all parties associated with this project to strictly avoid these areas and that no construction activities, materials, or equipment will be permitted in the ESAs. . Minimum monitoring frequency after the fence is constructed: Weekly
3. Relocate any specified animal using traps or other methods acceptable to the USFWS if necessary. Relocation sites must be identified by the USFWS.
4. Be present at all pre-construction and pre-grade meetings and on site during vegetation removal.
5. Will have the authority to halt all associated project activities that may be in violation of any biological opinion. In such an event, the biologist will contact the Service within 24 hours.
6. Monitor that the construction work areas are delineated and marked clearly in the field prior to any habitat removal, and the marked boundaries maintained and clearly visible to personnel on foot and be heavy equipment operators. Shall strictly limit their personal as well as the contractor personal from activities and vehicles to the proposed project areas, staging areas, and routes of travel. The biological monitor will work with the COUNTY to contact the USFWS to verify that the limits of construction have been properly staked and are readily identifiable.
7. Monitor construction to ensure that vegetation removal, Best Management Practices (BMPs), ESA fencing, and all avoidance and minimization measures are properly constructed and followed.
8. Monitor that all equipment maintenance, staging, and dispensing of fuel, oil, or any other such activities, will occur in designated upland areas. The designated upland areas will be located in such a manner as to prevent any runoff from entering waters of the United States, including wetlands.
9. Monitor that the typical erosion control measures, BMPs, in the vicinity of streams will be employed in accordance with the conditions in the 401 Water Quality Certification requirements of the Regional Water Quality Control Board.
10. Monitor the restriction of the use of invasive exotic plant species in landscaped areas adjacent to or near sensitive vegetation communities. In compliance with Executive Order 13112, impacted areas will be revegetated with plant species native to the area.
11. Monitor that all construction equipment will be inspected and cleaned prior to use in the proposed project footprint to minimize the importation of non-native plant material. Also monitor/verify that all mulch, topsoil and seed mixes used during post construction landscaping activities and erosion control BMPs will be free of invasive plant species propagules. Ensure that a weed abatement program will be implemented should invasive plant species colonize the area within the project footprint post-construction.

12. Monitor that no off-road vehicle activity from construction personnel or other persons affiliated with the project will occur outside of the project footprint.
13. Monitor that the all trash will be placed in raven-proof containers and promptly removed from the site to reduce the attraction of ravens and crows, which may eat protected species.
14. Monitor that no pets or firearms will be permitted inside the project's construction boundaries or other associated work areas.
15. Monitor that all soil/rock removal and storage activities will be restricted to the project footprint and that no maintenance activities will be authorized that extend beyond the boundaries of the project footprint.
16. Monitor that proper signage be implemented to advise motorists that the vehicle speeds on unpaved construction access roads will be restricted to a maximum of 25 MPH.
17. Monitor that all culverts, bridges, and associated water passage structures will be maintained such that water and sediment may pass between upstream and downstream locations and so as not to block the passage of wildlife.
18. Monitor is to insure compliance with any U.S. Army Corps of Engineers 404 permit authorization and the California Regional Water Quality Control.
19. Monitor shall wear Class II or Class III safety vests and hard hats at all times on the job site and shall be aware of the location of all heavy equipment in the vicinity as they may not be visible to the equipment operator.
20. All materials submitted will become the property of the COUNTY.

4.11 Neighborhood Communication /Public Information

Purpose:

To provide an efficient means for keeping traveling public, adjacent residents and businesses apprised of the work activities they will encounter during construction. To provide a local contact telephone number that residents and businesses may contact to pose questions and discuss concerns.

Approach:

Using the Neighborhood affairs strategy memorandum, developed per Section 2 of this scope, CONSULTANT 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 and Caltrans public information offices.

Assumptions:

All information for public use is to be reviewed for concurrence by the COUNTY and provided to the County as requested.

Deliverables:

1. Attend CONSULTANT's weekly Neighborhood/Business meetings on an as needed basis.
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 CONSULTANT.
6. 24-hour hot line
7. Installation of a construction site video camera
8. Project web page maintenance and updates including current schedule, progress updates, costs, public meeting information, camera feed, and project exhibits
9. Provide Draft "Friday" report items to the COUNTY and draft news releases as needed.
10. Coordinate with CHP, law enforcement, emergency services, transit, schools, etc. regarding construction activities that may impact public safety.

4.12 Traffic Control and Signal Timing

Purpose:

To provide an efficient means for keeping traffic flowing through the site to adjacent residents and businesses during construction.

Approach:

Using a Traffic Engineer, CONSULTANT will provide the necessary expertise to evaluate and modify permanent and temporary traffic controls, including signal timing as necessary to ensure the safe and efficient handling of traffic through the project site. Work with the COUNTY and Caltrans traffic engineering offices.

Assumptions:

Any COUNTY and Caltrans desired changes to the traffic handling will be communicated to CONSULTANT in a timely manner.

Any Contractor desired changes to the traffic handling plans will be handled per Section 4.3 of this scope and require COUNTY concurrence prior to implementation.

Deliverables:

1. Monitor, review and provide recommendations for modifications to traffic handling during the course of construction.
2. Prepare signal timing charts for traffic signals within and adjacent to project site as necessary to promote improved traffic flow for the various phases of construction and maintain coordinated timing to the extent possible (i.e. time based coordination/gps or wireless communication).
3. Work with the County and Caltrans to implement those signal timing charts.
4. Provide a recommended signal timing chart for implementation at project completion based on the ultimate configuration.

4.13 Submittal Management and Review

Purpose:

To provide an efficient means of processing and reviewing submittals, including working drawings, shop drawings, product data, sample and other items 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*, CONSULTANT will develop a comprehensive submittal list for distribution to the Contractor and the Designer. CONSULTANT will update and submit status submittal logs for review at each coordination meeting. CONSULTANT 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, CONSULTANT 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 CONSULTANT. Submittal status is logged.
6. CONSULTANT 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 CONSULTANT'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 (i.e. Falsework, Prestressing, Trenching and Shoring, etc.).
7. Approved submittals are returned to the Contractor for use in work. Submittal status is logged.
8. CONSULTANT to inform Contractor if a re-submittal is required.

Assumptions:

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

4.14 Request for Information (RFI) Management and Review

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:

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

4.15 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:

CONSULTANT will use software similar to Primavera *Expedition* and the CONSULTANT 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. CONSULTANT will use software similar to Primavera *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

4.16 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:

CONSULTANT will receive and review certified payrolls from the Contractor and each of its subcontractors. CONSULTANT will check for the “Statement of Compliance” from the Contractor and/or subcontractors, and spot-check wages for each classification of laborer or craftsman. CONSULTANT will notify the COUNTY and the Contractor of all discrepancies and/or errors and request a corrected Certified Payroll.

Assumptions:

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

Deliverables:

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

4.17 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:

CONSULTANT 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:

5. CONSULTANT will not provide full time inspections of contractor's work areas for compliance with the contractor(s) SWPPP and BMP.
6. CONSULTANT will not be responsible for contractor(s) means and methods for complying with the BMP listed in the SWPPP.
7. CONSULTANT will not be responsible for costs incurred by the contractor(s) for its failure to comply with its SWPPP.
8. CONSULTANT 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 CONSULTANT documentation of site conditions kept in project file for the record.

5 – Construction Inspection Services

5.1 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:

CONSULTANT will provide experienced and qualified inspectors (qualified by the state of California Department of Transportation) acceptable to the COUNTY, Caltrans and cities. Inspectors will document the Contractors' daily activities, manpower loading, on-site equipment and items considered pertinent to the project. Construction contractor may be working on site 24 hours per day. CONSULTANT services are to be provided to enforce the construction contract requirements.

CONSULTANT will coordinate and manage the utilization of CONSULTANT's 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, CONSULTANT will negotiate and enter into sub-consultant agreements with qualified inspectors including special inspectors, as needed and defined in Task 2.5.

Assumptions:

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

Deliverables:

1. The Inspectors will ensure compliance with all aspects of this construction contract by continuously monitoring, evaluating, approving or rejecting the contractor's work in accordance with the approved construction contract and Caltrans requirements.
2. CONSULTANT Inspector's daily and/or special inspection reports maintained in the CONSULTANT project files and turned over to the COUNTY at the completion of the project. Copies of these daily reports will be submitted on a weekly basis or upon request.

3. 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).
4. Verify field measurements for compliance with contract plans and specifications and provide quantity calculations for progress payments.
5. Continue to update an As-Built set of plans and review contractor's marked set.
6. Conduct weekly project meetings, prepare and distribute to all designated parties.
7. Review the updated construction schedule and maintain record.
8. Review laboratory, shop and mill test reports of materials and equipment, and coordinate with design engineers as required, to ensure compliance with contract and Caltrans requirements to guard against defects and deficiencies in the project work.
9. As appropriate, require special inspection or testing, or make recommendations to the COUNTY regarding special inspections or testing of work not in accordance with the provisions of the contract documents whether or not such work is fabricated, installed or completed. Subject to review by Caltrans, COUNTY and cities, Inspector may reject work which does not conform to the provisions of the contract and approving agencies.
10. 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

5.2 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:

CONSULTANT will coordinate and manage the utilization of the 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. It is assumed that the COUNTY will not provide the Materials Testing services on this contract under the direction of the CONSULTANT.
2. CONSULTANT shall provide material testers and laboratory technicians who are experienced and qualified for the inspection required.

3. CONSULTANT will insure the implementation of the Quality Assurance Program for source inspections, materials acceptance, and special inspections as required by the contract.
4. All material testing, materials acceptance and special inspections will be within the project limits or as required by the contract.
5. Contractor must formally request testing in writing. If no formal request is made (at what time), the CONSULTANT will ensure the contractor will stop the effected work until testing is complete and materials are deemed acceptable.

Note: COUNTY may, if they choose, perform part or all of the materials testing.

Deliverables:

1. Laboratory test reports maintained in the CONSULTANT 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.

5.3 Surveying

Purpose:

To provide construction survey staking services for the construction of storm drains, curb & gutters, other utilities, street sections, sub-grades, bridges, walls and for monitoring settlement and other appurtenances as may be required for completion of the Avenue 66th Grade Separation project.

Approach:

CONSULTANT 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 adherence to the boiler plate of approved survey activities (including interval spacing) and schedule survey staking in a timely manner.

The survey staking services shall conform to Section 11 "Engineering Surveys" and Section 12 "Construction Surveys", both of the Caltrans Survey Manual, the Land Surveyors Act and the following requirements:

1. Responsible Charge for the work shall reside with a Registered Civil Engineer possessing a license issues prior to January 1, 1982, or a licensed Land Surveyor, issued by the State of California.
2. Construction staking shall begin no later than two working days after the initial request is made through the CONSULTANT's Resident Engineer and received by the Land Surveyor; working days will be determined by the Land Surveyor's standard work week.
3. CONSULTANT 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. Any penalties associated with time delays that are a result of a failure to provide approved staking requests to the Land Surveyor in a timely manner will be borne by the CONSULTANT.

4. CONSULTANT will provide field office support and office space to the survey crews and check field staking notes after staking.
5. CONSULTANT 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.
6. Where conflicts between Caltrans guidance and County guidance occurs, County guidance will be followed. For example, the County does not support Automated Machine Guidance (AMG) activities.

Assumptions:

1. It is assumed that the COUNTY will provide the Survey services on this contract under the direction of the CONSULTANT.
2. A minimum standard of survey quality shall be that of similar surveys performed by COUNTY and Caltrans.

Note: COUNTY may, if they choose, perform part or all of the surveying tasks.

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 be placed at 50-foot intervals. 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 will be provided at all grade breaks and points of curvature (BC, EC, PRC, PCC, etc.) with curb and gutter stakes placed at 25-foot intervals, and edge pavement stakes placed at 50-foot intervals. Additional stakes at intermittent intervals can be provided where project conditions require, such as tight radius curves, etc.
7. Utilities will generally be controlled by adjacent construction staking or adjacent facilities with the Land Surveyor providing staking of project features and/or project right-of-way in the vicinity of the utility in question. Storm drains will be staked at 50-foot intervals. Water and sewer lines, when required, will be staked at grade breaks, angle points, appurtenances (valves, crosses, ends, etc.) and at 50-foot intervals; 25-foot interval spacing will be used when the grade is less than 0.3 percent. Stakes will be provided at the ends of pipes (with a corresponding "Line Only Point" stake) and at appurtenances, Drop inlets shall be staked with two 5-foot offset stakes parallel to curb, showing offset to curb line; the local depression is the contractor's responsibility.
8. Retaining walls, bridge abutments and bents: one set of stakes will be provided for bridge construction as follows: At each abutment, pier or bent the corners of each footing will be staked, and three stakes will be provided: 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. Retaining wall staking will be provided at not less than 20-foot intervals, or exceed 50-foot intervals. The Contractor shall provide retaining wall intermediate staking and additional survey controls as required to construct the structure to the grades and tolerances required by the Standard Specifications and Special provisions.

9. Other improvements such as permanent delineation, signs, lighting, signals, traffic detector loops, guard rails, etc., will be staked by the Construction Engineer.
10. Monuments established by the CONSULTANT shall be marked by the CONSULTANT with State furnished disks, plugs, or tags. In addition, the CONSULTANT shall identify CONSULTANT established monuments by tagging or stamping the monuments with the license or registration number of the CONSULTANT's surveyor who is in "responsible charge" of the work. Replacement of Survey monuments shall be the responsibility of the CONSULTANT. All new monuments shall be set in accordance with current Caltrans, COUNTY and Land Surveyors Act requirements.

5.4 Review and maintain "As Constructed Schedule"

Purpose:

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

Approach:

CONSULTANT will use the daily inspection reports prepared by CONSULTANT 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.

5.5 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/or digital photography, and construction video recording cameras, CONSULTANT will record the Contractor's progress during construction on a daily basis or otherwise as approved by the COUNTY. 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 CONSULTANT office until the end of the project. Video will be recoded and saved as part of the protect records. Video will also be made available to the public via the Project web site.

Deliverables:

1. A detailed photographic history of all phases of the project will be maintained in an album and the photographs will be indexed for ease of retrieval. Each photograph will be labeled as to location, direction of view, date, time, and description of work. Photos will include, but not be limited to, the following:
 - Showing existing conditions prior to construction
 - When opening or changing a detour
 - Barricade placement
 - Disputed work item
 - Work that has to be duplicated, replaced or removed
 - Completed work
 - Extra work
2. Construction video cameras, with pan, zoom, tilt capabilities are to be installed prior to construction start and maintained throughout the project. One camera in each quadrant of the interchange shall be placed so as to capture the widest range of activity and clearest views of the project to the extent possible. Cameras may be required to be relocated as project phase's change. Coordination with COUNTY to provide live video feed via the COUNTY web site is required. CONSULTANT is for an appropriate power source for the cameras. Solar power may be considered.

5.6 Review and Maintain "As Built" Drawings

Purpose:

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

Approach:

CONSULTANT will monitor the contractor's required record drawings on a monthly basis. In addition to monitoring the contractor's drawings, CONSULTANT will maintain a copy of the contract plans for the project. CONSULTANT will ensure that items that may not normally be shown on the contractor's set of record drawings, but are of importance to the COUNTY, UPRR, and Caltrans are included in the as-built 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. Contract documents will require contractor to prepare redline as-built drawings to reflect as-built conditions during the course of construction.
2. The CONSULTANT will be responsible for ensuring the contractor maintains red line changes and will be responsible for making redline changes to one complete set of plans.
3. CONSULTANT will assist in answering questions regarding the red line drawings, providing sketches or other clarifications to the design engineers for preparation of final as built record 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.

5.7 Final Inspection and Punch-list

Purpose:

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

Approach:

CONSULTANT will perform a project inspection of the completed construction following substantial completion. During the inspection, the CONSULTANT 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, UPRR) personnel to be included in the final inspection.
2. CONSULTANT will contact and schedule all required final inspection personnel 48 hour prior to the final inspection.
3. CONSULANTwill prepare the final punch-list.

Deliverables:

Final punch-list

5.8 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:

CONSULTANT will coordinate a walk-through with the COUNTY, the Designer, Caltrans, and the Contractor. CONSULTANT, 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. CONSULTANT will then forward the punch list to the Contractor for correction of the work in accordance with timelines defined in the contract. CONSULTANT, in conjunction with the COUNTY, the City and Caltrans as necessary, will inspect items on the punch list once the Contractor has notified the CONSULTANT that the work is complete. Completed items on the punch list will be signed off by the CONSULTANT. Upon completion of the punch list work the CONSULTANT will notify the COUNTY that the work is complete and forward a copy of the completed punch list.

Assumptions:

CONSULTANT will provide a preliminary punch list of outstanding work items to the Contractor. CONSULTANT will ensure all punch list items are completed 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.

6 – Construction Closeout Activities

6.1 Contract Closeout

Purpose:

To provide the COUNTY with final closeout documentation, including any permit completion documentation.

Approach:

CONSULTANT will turn over 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 COUNTY.
2. Notices of Completion for any Permits, including “duplicate” permits for project and documentation showing the NOT has been recorded.
3. Copy of the Contractor’s performance bond, good for the warranty period.
4. Final project documentation in accordance with the requirements of the Caltrans local assistance manual and FHWA requirements.

6.2 Project As-Built Drawings

Purpose:

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

Approach: In addition to monitoring the Contractor’s record drawings, CONSULTANT 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. CONSULTANT will assist the Designer in review and final approval of the as-built record drawings.

Deliverables:

One set of contract drawings indicating recorded changes to the contract, as maintained by CONSULTANT. 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.

6.3 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:

CONSULTANT 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 CONSULTANT 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 CONSULTANT 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.

6.4 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, CONSULTANT 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. CONSULTANT 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 CONSULTANT. Once approved, CONSULTANT 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. The COUNTY will file the Report of Expenditure Checklist for federal reimbursement.

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.

6.5 Audit Support

Purpose:

To assist COUNTY during any future audits of the project.

Assumptions:

COUNTY may be audited one or more times following project close-out. The COUNTY will issue a future task order to pay for support services during any such audits, should they request these services.

Deliverables:

CONSULTANT will participate in the audit process at the COUNTY offices and provide any and all documentation from the project as requested by the auditors, and attend meetings as needed.

7 – 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 CONSULTANT staff and provide venue for weekly construction progress meetings, coordination meetings with local agencies, utility companies, local businesses, residents and other stake holders. Supplies to be provided by the contractor include furniture, phones, computers, fax machine, Internet services, copying/reproduction machine, file cabinets, and site safety equipment required for field staff to perform their work.

ATTACHMENT B • SCHEDULE OF SERVICES

ARTICLE BI • INTRODUCTION

The Consultant shall perform the covenants set forth in Attachment A, Scope of Services in accordance with the performance requirements of Article IV: Performance Period of this contract and with the following additional Performance Requirements. Time is of the essence in this contract.

ARTICLE BII • PERFORMANCE REQUIREMENTS

A. PHASES

This contract is divided into the following 3 milestones/phases:

- I. Pre-Construction
- II. Construction
- III. Post-Construction

B. SCHEDULE OF SERVICES

The below illustrates the sequencing and completion time for the project.

- | | |
|------------------------|-------------------------------|
| I. Pre-Construction | February 2020 to April 2020 |
| II. Construction | May 2020 to December 2021 |
| III. Post-Construction | January 2022 to December 2022 |

C. FINAL ACCEPTANCE

When COUNTY determines that CONSULTANT has satisfactorily completed the services, COUNTY may give CONSULTANT a written Notice of Final Acceptance. CONSULTANT shall not incur any further costs hereunder unless so specified in the Notice of Final Acceptance. CONSULTANT may request a Notice of Final Acceptance determination when, in its opinion, it has satisfactorily completed all covenants as stipulated in this contract.

ATTACHMENT C • COMPENSATION PLAN

ARTICLE CI • INTRODUCTION

Satisfactory performance and completion of the Services under this Agreement shall be compensated based upon a specific rate of compensation in accordance with “ARTICLE V ALLOWABLE COSTS AND PAYMENTS” and “ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS” of this Agreement. Actual costs shall not exceed the total estimated costs without prior written agreement between COUNTY and CONSULTANT.

ARTICLE CII • ELEMENTS OF COMPENSATION

Compensation for the services provided will be comprised of the following elements: DIRECT LABOR COSTS, OTHER DIRECT COSTS and OUTSIDE SERVICES.

A. DIRECT LABOR COSTS

Direct Labor costs shall be paid based upon a specific rate of compensation in accordance with the approved Construction Management Fee Proposal

B. OTHER DIRECT EXPENSES

Additional Direct Costs, directly identifiable to the performance of the services of this Agreement, shall be reimbursed in accordance with the approved Construction Management Fee Proposal.

C. OUTSIDE SERVICES

Outside services shall be paid in accordance with the in accordance with the approved Construction Management Fee Proposal approved. Billings for Outside Services shall be submitted along with the Prime Consultant’s monthly progress billing submittals and shall be in conformance with the COUNTY Consulting Services Manual invoicing procedures.

ARTICLE CIII • INVOICING

CONSULTANT shall submit invoices in accordance with the “ARTICLE V • ALLOWABLE COSTS AND PAYMENTS” of this Agreement, the COUNTY’s Consulting Services Manual and with the following requirements.

1. Charges shall be billed in accordance with the terms and rates included herein, unless otherwise agreed in writing by the County Contract Administrator.
2. Base Work and Extra Work shall be charged separately, and the charges for each Phase listed in Appendix B, Schedule of Services, shall be listed separately. The charges for each individual assigned under this Agreement shall be listed separately.

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3. Each invoice shall bear a certification signed by the CONSULTANT's Project Manager or an officer of the firm which reads as follows:

I hereby certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed.

ARTICLE CIV • PAYMENT

Progress payments shall be made in accordance with ARTICLE V • ALLOWABLE COSTS AND PAYMENTS” of this Agreement.

ARTICLE CV • FEE PROPOSAL

The following fee proposal worksheets reflect the negotiated targeted contract amounts. The cost proposal will serve as a guideline and reference document during the execution of this contract. The total amount of the contract is not to exceed **\$4,749,420.00**. In the event a contingency budget is provided, COUNTY shall hold such contingency in reserve for unforeseen Extra Work that may arise during the performance of this agreement. Contingency budget shall only be used at the discretion of the COUNTY's Contract Administrator, and with prior written authorization by the COUNTY's Contract Administrator in the form of an Administrative Budget Modification as required by the COUNTY's Consulting Services Manual. Contingency budgets are not allowed for services that are paid in whole or in part with federal-aid funding.

**Avenue 66 Grade Separation Interchange Widening
Schedule I - Other Direct Cost Schedule - QA Testing**

Construction Manager	Pre-Construction			Construction			Post-Construction			Total		
	Hours	Billing Rate	Total Cost	Hours	Billing Rate	Total Cost	Hours	Billing Rate	Total Cost	Hours	Total Cost	
Prime - DHS Consulting												
Melanie Estes	Project Manager	24	\$324.12	\$ 7,778.79	64	\$ 324.12	\$ 20,743.44	-	\$ 324.12	\$ -	88	\$ 28,522.23
Lucas Rathe	Resident Engineer (Vehicle)	440	\$176.77	\$ 77,776.82	2,560	\$ 176.77	\$ 452,519.65	250	\$ 176.77	\$ 44,191.37	3,250	\$ 574,487.84
Roger Miramontes	Structure Rep (Vehicle)	480	\$273.10	\$ 131,086.51	2,560	\$ 273.10	\$ 699,128.08	60	\$ 273.10	\$ 16,385.81	3,100	\$ 846,600.41
Rafael Perez	Field Inspector (PW) (Vehicle)	160	\$154.88	\$ 24,781.37	2,560	\$ 154.88	\$ 396,501.86	320	\$ 154.88	\$ 49,562.73	3,040	\$ 470,845.96
Musaab Al Madhadi	Structures/Road Inspector (Vehicle)	-	\$151.05	\$ -	2,080	\$ 151.05	\$ 314,179.52	-	\$ 151.05	\$ -	2,080	\$ 314,179.52
Wendi Carducci	Office Admin + Util Coordin (Veh)	960	\$98.06	\$ 94,141.83	2,560	\$ 98.06	\$ 251,044.89	-	\$ 98.06	\$ -	3,520	\$ 345,186.72
ODC	Vehicles/ Openspace AI	-	\$ -	\$ -	-	\$ -	\$ 127,500.00	-	\$ -	\$ -	-	\$ 127,500.00
SUBTOTAL		2,040	\$ 335,565.32	\$ 1,232,000.00	12,320	\$ 2,261,617.44	\$ 4,150,574.93	630	\$ 110,139.92	\$ 69,054.91	14,990	\$ 2,707,322.68
Subconsultants												
Structures Inspection - Klienfelder												
Anthony Nixon	Structures Inspector	0	\$172.28	\$ -	1,280	\$172.28	\$ 220,513.83	-	\$ 172.28	\$ -	1,280	\$ 220,513.83
		-	\$0.00	\$ -	-	\$0.00	\$ -	-	\$ -	\$ -	-	\$ -
		-	\$0.00	\$ -	-	\$0.00	\$ -	-	\$ -	\$ -	-	\$ -
ODC	Vehicle	-	\$ -	\$ -	10	\$1,045.00	\$ 10,450.00	-	\$ -	\$ -	-	\$ 10,450.00
SUBTOTAL		-	\$ -	\$ -	1,290	\$ 230,963.83	\$ 230,963.83	-	\$ -	\$ -	1,280	\$ 230,963.83
Environmental Specialist - ECORP												
Donald R. Mitchell	Principal Technical Editor	4	\$292.25	\$ 1,169.00	10	\$ 292.25	\$ 2,922.49	2	\$ 292.25	\$ 584.50	16	\$ 4,675.98
Brad Haley	Environmental Compliance Lead	13	\$143.64	\$ 1,867.33	72	\$ 143.64	\$ 10,342.14	180	\$ 143.64	\$ 25,855.34	265	\$ 38,064.80
Phillip Wasz	Senior Biologist	92	\$110.74	\$ 10,188.46	-	\$ 110.74	\$ -	-	\$ 110.74	\$ -	92	\$ 10,188.46
Lauren Simpson	Biological Monitor	150	\$97.09	\$ 14,563.82	840	\$ 97.09	\$ 81,557.39	168	\$ 97.09	\$ 16,311.48	1,158	\$ 112,432.68
Wendy Blumel	Senior Archaeologist/CR Task Man	8	\$124.19	\$ 993.50	30	\$ 124.19	\$ 3,725.63	20	\$ 124.19	\$ 2,483.75	58	\$ 7,202.88
Steven Wintergerst	Assistant Archaeologist	2	\$71.56	\$ 143.12	880	\$ 71.56	\$ 62,972.67	-	\$ 71.56	\$ -	882	\$ 63,115.79
Robert Cunningham	Staff Archaeologist	2	\$99.45	\$ 198.91	100	\$ 99.45	\$ 9,945.43	4	\$ 99.45	\$ 397.82	106	\$ 10,542.16
Jackie McComas	Accounting/Administration	2	\$98.06	\$ 147.10	32	\$ 98.06	\$ 3,138.07	-	\$ 98.06	\$ -	34	\$ 3,285.17
Marc Guidry	GIS Specialist	6	\$125.06	\$ 750.34	8	\$ 125.06	\$ 1,000.45	8	\$ 125.06	\$ 1,000.45	22	\$ 2,751.23
Torrey Rotellini	GIS Support	6	\$64.26	\$ 385.59	-	\$ 64.26	\$ -	-	\$ 64.26	\$ -	6	\$ 385.59
Laura Hesse	Publications	5	\$86.98	\$ 434.92	-	\$ 86.98	\$ -	3	\$ 86.98	\$ 260.95	8	\$ 695.87
John O'Connor	CR QA/QC	-	\$125.26	\$ -	-	\$ 125.26	\$ -	2	\$ 125.26	\$ 250.53	2	\$ 250.53
ODC	Travel	-	\$ -	\$ -	-	\$ -	\$ 14,500.00	-	\$ -	\$ -	-	\$ 14,500.00
SUBTOTAL		290	\$ 30,842.07	\$ 30,842.07	1,972	\$ 190,104.26	\$ 190,104.26	387	\$ 47,144.81	\$ 47,144.81	2,649	\$ 268,091.14
Materials Testing - Leighton												
Thompson/Garcia/Aparicio	Technician	-	\$194.90	\$ -	1,800	\$ 194.90	\$ 350,822.90	-	\$ 194.90	\$ -	1,800	\$ 350,822.90
Simon I. Saiid, PE, GE	PM/Principal Engineer	12	\$234.75	\$ 2,817.03	80	\$ 234.75	\$ 18,780.21	-	\$ 234.75	\$ -	92	\$ 21,597.25
Roderick Marcia	Material Engineer	4	\$208.84	\$ 835.35	24	\$ 208.84	\$ 5,012.11	-	\$ 208.84	\$ -	28	\$ 5,847.46
Jonathan Quatra	Staff Engineer	4	\$69.68	\$ 278.74	40	\$ 69.68	\$ 2,787.40	-	\$ 69.68	\$ -	44	\$ 3,066.14
J. DeLand / B. Saiid	Staff/office support	16	\$102.17	\$ 1,634.67	100	\$ 102.17	\$ 10,216.67	-	\$ 102.17	\$ -	116	\$ 11,851.33
V. Malu / Deb Meggers	Admin Support	6	\$80.62	\$ 483.72	60	\$ 80.62	\$ 4,837.25	-	\$ 80.62	\$ -	66	\$ 5,320.97
ODC		-	\$ -	\$ -	-	\$ -	\$ 127,285.00	-	\$ -	\$ -	-	\$ 127,285.00
SUBTOTAL		42	\$ 6,049.51	\$ 6,049.51	2,104	\$ 519,741.54	\$ 519,741.54	-	\$ -	\$ -	2,146	\$ 525,791.05
Public Relations - Connect and Company												
Andrea Suarez	Communication Officer	320	\$159.16	\$ 50,930.88	1200	\$ 159.16	\$ 190,990.80	0	\$ 159.16	\$ -	1,520	\$ 241,921.68
Jessica Sanchez	Assistant PR	80	\$79.56	\$ 6,364.51	600	\$ 79.56	\$ 47,733.84	0	\$ 79.56	\$ -	680	\$ 54,098.35
Christine Feldman	Graphic Designer	40	\$116.70	\$ 4,668.05	-	\$ 116.70	\$ -	-	\$ 116.70	\$ -	40	\$ 4,668.05
ODC	Vehicle/Printing/Graphic Design	-	\$ -	\$ -	-	\$ -	\$ 98,425.00	-	\$ -	\$ -	-	\$ 98,425.00
SUBTOTAL		440	\$ 61,963.44	\$ 61,963.44	1,800	\$ 337,149.64	\$ 337,149.64	-	\$ -	\$ -	2,240	\$ 399,113.08
Electrical and Labor Compliance - DESI												
Chia Chi Wang	Labor Compliance	20	\$178.50	\$ 3,570.00	320	\$ 178.50	\$ 57,120.00	20	\$ 178.50	\$ 3,570.00	360	\$ 64,260.00
John Kannor	Electrical Inspector (PW)	-	\$159.84	\$ -	2,160	\$ 159.84	\$ 345,254.40	-	\$ 159.84	\$ -	2,160	\$ 345,254.40
		-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -
		-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -
		-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -
ODC		-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -
SUBTOTAL		20	\$ 3,570.00	\$ 3,570.00	2,480	\$ 402,374.40	\$ 402,374.40	20	\$ 3,570.00	\$ 3,570.00	2,520	\$ 409,514.40
Source Inspection - ZTC Consulting												
Farzad Tasbihgoo	SMR	-	\$171.54	\$ -	544	\$ 171.54	\$ 93,318.09	-	\$ 171.54	\$ -	544	\$ 93,318.09
Dan Chang	QA Inspector	-	\$147.03	\$ -	436	\$ 147.03	\$ 64,105.73	-	\$ 147.03	\$ -	436	\$ 64,105.73
ODC	Special Testing / Travel	-	\$ -	\$ -	-	\$ -	\$ 51,200.00	-	\$ -	\$ -	-	\$ 51,200.00
SUBTOTAL		-	\$ -	\$ -	980	\$ 208,623.82	\$ 208,623.82	-	\$ -	\$ -	980	\$ 208,623.82
TOTAL PROJECT COST												
		2,832	\$ 437,990.35	\$ 437,990.35	22,946	\$ 4,150,574.93	\$ 4,150,574.93	1,037	\$ 160,854.73	\$ 160,854.73	26,815	\$ 4,749,420.00

- 1) Cost Proposal is based on Average 160hrs/month for the entire project duration of a 18 Month construction contract (plus 8 months before and 2 months after) - Holidays include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving (2 days), and Christmas.
- 2) Costs for job-site construction management office, office equipment, and office furniture are / 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 and Material Testing 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.

EXHIBIT 10-H4 COST PROPOSAL FOR CONTRACTS WITH PREVAILING WAGES

ACTUAL COST PLUS FIXED FEE; SPECIFIC RATES OF COMPENSATION AND COST PER UNIT OF WORK CONTRACTS

CONTRACT NO.: 19-10-002 DATE: 9/4/2019 Sub Consultant's Participation Amount \$ _____ CONTRACT TYPE: Specific Rate of Compensation

PRIME X SUB Home Office Personnel: Fringe Benefit % + Overhead % + General Administration % = Combined %
 110.06% + 0.00% + 0.00% = 110.06%
 Field Office Personnel: Fringe Benefit % + Overhead % + General Administration % = Combined %
 110.06% + 0.00% + 0.00% = 110.06%

Name/Classification	Home Office Personnel	Effective Date of Hourly Rate	Prevailing Wage Rate established by State DIR (only applicable for prevailing wage work)			Employee Actual Rate (fringe benefits vary year over year)			DELTA (TOTAL) = Employee Total Rate - DIR		DELTA (TOTAL) = Employee Total - DIR Total		DELTA (BASE) = Employee Base - DIR Base		DIR Rate - Employee Base		DELTA Base = Employee Base Rate		APPLICABLE DELTA FRINGE = DELTA TOTAL - DELTA BASE		Loaded Hourly Billing Rates		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate	Hourly Range for Class			
			From	To	Base Salary	Fringe	Benefits	1.5 OT	2.0 OT	Estimate	1.5 OT	2.0 OT	1.5 OT	2.0 OT	1.5 OT	2.0 OT	1.5 OT	2.0 OT	1.5 OT	2.0 OT	1.5 OT	2.0 OT				Straight	OT (1.5x)	OT (2x)
Melanie Estes, PE Project Manager Survey Manager	OFFICE	10/1/2019	12/31/2019	12/31/2020	12/31/2021	12/31/2022	\$74.90	\$98.83	\$122.76	\$72.11	\$108.17	\$144.22	\$14.24	\$86.35	\$122.41	\$158.46	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$371.60	\$437.70	\$132.21	N/A
Lucas Rathe, PE Resident Engineer	FIELD	10/1/2019	12/31/2019	12/31/2020	12/31/2021	12/31/2022	\$74.90	\$98.83	\$122.76	\$74.27	\$114.75	\$148.54	\$14.24	\$88.51	\$125.65	\$162.78	\$13.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$382.76	\$450.85	\$136.18	N/A
(Exempt)		1/1/2021	12/31/2021	12/31/2022			\$74.90	\$98.83	\$122.76	\$76.50	\$114.75	\$153.00	\$14.24	\$90.74	\$128.99	\$167.24	\$30.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$324.12	\$394.25	\$140.27	N/A	
(Exempt)		1/1/2022	12/31/2022				\$74.90	\$98.83	\$122.76	\$78.80	\$118.20	\$157.60	\$14.24	\$93.04	\$132.44	\$171.84	\$33.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$333.84	\$408.08	\$144.48	N/A	
Lucas Rathe, PE Resident Engineer	OFFICE	10/1/2019	12/31/2019	12/31/2020	12/31/2021	12/31/2022	\$74.90	\$98.83	\$122.76	\$111.41	\$167.12	\$222.82	\$13.50	\$124.91	\$180.62	\$236.32	\$50.01	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$202.68	\$238.73	\$72.11	N/A
(Exempt)		1/1/2021	12/31/2021	12/31/2022			\$74.90	\$98.83	\$122.76	\$114.75	\$172.13	\$229.50	\$13.50	\$128.25	\$185.63	\$243.00	\$53.35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$208.75	\$245.88	\$74.27	N/A
(Exempt)		1/1/2022	12/31/2022				\$74.90	\$98.83	\$122.76	\$118.19	\$177.29	\$236.38	\$13.50	\$131.69	\$190.79	\$249.88	\$56.79	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$215.02	\$253.27	\$76.50	N/A
(Exempt)		1/1/2022	12/31/2022				\$74.90	\$98.83	\$122.76	\$121.74	\$182.61	\$243.48	\$13.50	\$135.24	\$196.11	\$256.96	\$60.34	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$182.08	\$221.48	\$78.80	N/A	
Roger Miramontes, PE Structure Rep	FIELD	10/1/2019	12/31/2019	12/31/2020	12/31/2021	12/31/2022	\$74.90	\$98.83	\$122.76	\$81.79	\$119.12	\$167.12	\$13.50	\$124.91	\$180.62	\$236.32	\$50.01	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$313.14	\$368.84	\$111.41	N/A
(non-Exempt)		1/1/2021	12/31/2021	12/31/2022			\$74.90	\$98.83	\$122.76	\$86.80	\$120.24	\$167.12	\$13.50	\$133.78	\$193.35	\$249.88	\$56.79	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$322.52	\$379.90	\$114.75	N/A
(non-Exempt)		1/1/2022	12/31/2022				\$74.90	\$98.83	\$122.76	\$91.96	\$127.12	\$171.24	\$13.50	\$140.66	\$199.33	\$256.96	\$60.34	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$332.19	\$391.29	\$118.19	N/A
Roger Miramontes, PE Structure Rep	OFFICE	10/1/2019	12/31/2019	12/31/2020	12/31/2021	12/31/2022	\$74.90	\$98.83	\$122.76	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$313.14	\$368.84	\$111.41	N/A
(Exempt)		1/1/2021	12/31/2021	12/31/2022			\$74.90	\$98.83	\$122.76	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$322.52	\$379.90	\$114.75	N/A
(Exempt)		1/1/2022	12/31/2022				\$74.90	\$98.83	\$122.76	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$342.17	\$403.04	\$121.74	N/A
Musaab Al Madhadi Field Inspector	FIELD	10/1/2019	12/31/2019	12/31/2020	12/31/2021	12/31/2022	\$74.90	\$98.83	\$122.76	\$47.23	\$70.85	\$94.46	\$9.53	\$56.76	\$80.38	\$103.99	\$137.75	\$18.14	(\$0.63)	(\$0.94)	(\$1.26)	(\$1.51)	(\$1.75)	(\$1.99)	\$175.39	\$199.73	\$47.23	N/A
(Exempt)		1/1/2021	12/31/2021	12/31/2022			\$74.90	\$98.83	\$122.76	\$48.65	\$72.98	\$97.30	\$9.53	\$58.18	\$82.51	\$106.83	\$141.14	\$16.33	\$1.58	\$1.89	\$2.20	\$2.51	\$2.82	\$151.05	\$174.46	\$48.65	N/A	
(Exempt)		1/1/2022	12/31/2022				\$74.90	\$98.83	\$122.76	\$50.11	\$75.17	\$100.22	\$9.53	\$59.64	\$84.70	\$108.75	\$141.14	\$16.33	\$4.50	\$5.81	\$7.12	\$8.43	\$9.74	\$151.05	\$173.50	\$50.11	N/A	
Rafael Perez Field Inspector	FIELD	10/1/2019	12/31/2019	12/31/2020	12/31/2021	12/31/2022	\$74.90	\$98.83	\$122.76	\$51.61	\$77.42	\$103.22	\$9.53	\$61.14	\$86.95	\$112.75	\$13.76	(\$11.89)	(\$13.76)	(\$15.63)	(\$17.51)	(\$19.38)	(\$21.25)	\$151.05	\$172.52	\$51.61	N/A	
(Exempt)		1/1/2021	12/31/2021	12/31/2022			\$74.90	\$98.83	\$122.76	\$57.00	\$85.50	\$114.00	\$7.87	\$64.87	\$93.37	\$121.87	\$10.03	(\$5.46)	(\$7.33)	(\$9.20)	(\$11.07)	(\$12.94)	\$151.05	\$172.52	\$57.00	N/A		
(Exempt)		1/1/2022	12/31/2022				\$74.90	\$98.83	\$122.76	\$58.71	\$88.07	\$117.42	\$7.87	\$66.58	\$95.94	\$125.29	\$12.81	(\$6.32)	(\$8.19)	(\$10.06)	(\$11.93)	(\$13.80)	\$151.05	\$172.52	\$58.71	N/A		
Wendi Carducci, EIT Office Engineer	OFFICE	10/1/2019	12/31/2019	12/31/2020	12/31/2021	12/31/2022	\$74.90	\$98.83	\$122.76	\$62.28	\$93.42	\$124.56	\$7.87	\$70.15	\$101.29	\$132.43	\$14.42	(\$4.75)	(\$6.62)	(\$8.49)	(\$10.36)	(\$12.23)	(\$14.10)	\$151.05	\$172.52	\$62.28	N/A	
(Exempt)		1/1/2021	12/31/2021	12/31/2022			\$74.90	\$98.83	\$122.76	\$62.28	\$93.42	\$124.56	\$7.87	\$70.15	\$101.29	\$132.43	\$14.42	(\$4.75)	(\$6.62)	(\$8.49)	(\$10.36)	(\$12.23)	\$151.05	\$172.52	\$62.28	N/A		
(Exempt)		1/1/2022	12/31/2022				\$74.90	\$98.83	\$122.76	\$62.28	\$93.42	\$124.56	\$7.87	\$70.15	\$101.29	\$132.43	\$14.42	(\$4.75)	(\$6.62)	(\$8.49)	(\$10.36)	(\$12.23)	\$151.05	\$172.52	\$62.28	N/A		

The PW differentials Delta Base and Delta Fringe shown in the formulas above for Loaded Billing Rates are applicable only when performing services covered under DIR determinations.

2. "NC" denotes No Charge for work more than 8 hours per day and for weekends and holidays for this contract only.

3. The billing rates shown in this cost proposal for field staff entitled for PW rates are calculated with estimated fringe benefits of the individual staff in accordance with the certified benefits statement submitted with each invoice.

4. The employees' actual hourly rates shown in this cost proposal are the rates that were effective on xx/xx/xx. Caltrans Contract Manager's pre-approval is required for addition of staff not previously listed on the cost proposal. The billing rates for these employees, including those that fall under general classifications, will be calculated and reimbursed based on their actual hourly rates on xx/xx/xx. Hourly rates for new employees hired after the date of this cost proposal will not exceed (or shall be in line with) the rates or similar personnel listed on this cost proposal having similar experience.

5. Travel Time Charges:
 For Managers: On weekdays up to a maximum of 8 hours will be charged for work time, travel time or any combination of travel and work time. Billing Rate = Loaded Rate Formula "C" above.
 For Exempt staff: During regular work day, actual travel time not to exceed 8 hours in any one day or one way travel will be billed as follows:
 Billing rate for travel time = Loaded Rate Formula "C" above.
 All travel time, outside of the regular work day, will be billed without the application of overhead rate as follows: Billing Rate = (Actual Hourly Rate) (1 + Fee) + (Delta Base + Delta Fringe)
 For Non-Exempt Employees: During regular work day, actual travel time not to exceed 8 hours in any one day or one way travel will be billed at full normal overhead rate (i.e. without the application of the 1.5X or 2.0X multiplier for overtime as follows:

EXHIBIT 10-H4 COST PROPOSAL FOR CONTRACTS WITH PREVAILING WAGES

ACTUAL COST PLUS FIXED FEE; SPECIFIC RATES OF COMPENSATION AND COST PER UNIT OF WORK CONTRACTS

(LIST ONE OF THE ABOVE LISTED CONTRACT TYPES)

CONTRACT TYPE: Specific Rate of Compensation

PRIME SUB X

Connect and Company

Sub Consultant's Participation Amount \$

PROJECT NO.: Ave 66 Grade Separation CONTRACT NO.: 19-10-002 DATE: 9/4/2019

Home Office Personnel:		Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL		110.00%	0.00%	0.00%	110.00%
OVERTIME		110.00%	0.00%	0.00%	110.00%
Field Office Personnel:		Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL		110.00%	0.00%	0.00%	110.00%
OVERTIME		110.00%	0.00%	0.00%	110.00%

Name/Classification	Home Office Personnel Field Office Personnel	Effective Date of Hourly Rate	Prevaling Wage Rate established by State DIR (only applicable for prevailing wage work)		Employee Actual Rate (fringe benefits vary year over year)		DELTA (TOTAL) = Employee Total Rate - DIR		APPLICABLE DELTA (BASE) = Employee Base - DIR		APPLICABLE DELTA (TOTAL) = DELTA (TOTAL) - DELTA (BASE)		APPLICABLE DELTA FRINGE = DELTA TOTAL - DELTA BASE		Loaded Hourly Billing Rates		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate	Hourly Range for Class	
			Base Salary	Fringe Benefits	Base Salary	Fringe Benefits	1.5 OT	2.0 OT	1.5 OT	2.0 OT	1.5 OT	2.0 OT	1.5 OT	2.0 OT	Straight	OT (1.5x)				OT (2x)
			Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	OT (1.5x)				OT (2x)
Andrea Suarez	FIELD/ OFFICE	10/1/2019 1/1/2020 1/1/2021 1/1/2022			\$0.00	\$0.00	\$0.00	\$0.00	N/A	N/A	N/A	N/A	\$150.01	\$182.48	\$214.95	3.00%	\$ 64.94	N/A		
(Exempt)																				
Jessica Sanchez Account Coordinator	FIELD/ OFFICE	10/1/2019 1/1/2020 1/1/2021 1/1/2022			\$0.00	\$0.00	\$0.00	\$0.00	N/A	N/A	N/A	N/A	\$75.01	\$91.24	\$107.48	3.00%	\$ 32.47	N/A		
(Exempt)																				
Christine Feldman Graphic Designer	OFFICE	10/1/2019 1/1/2020 1/1/2021 1/1/2022			\$0.00	\$0.00	\$0.00	\$0.00	N/A	N/A	N/A	N/A	\$110.00	\$133.81	\$157.62	3.00%	\$ 47.62	N/A		
(Exempt)																				

2. "NC" denotes No Charge for work more than 8 hours per day and for weekends and holidays for this contract only.
 3. The billing rates shown in this cost proposal for field staff entitled for PW rates are calculated with estimated fringe benefits of the staff. The actual billing rates to be used in the invoices will be calculated by using the actual PW fringe benefits of the individual staff in accordance with the certified benefits statement submitted with each invoice.
 4. The employees' actual hourly rates shown in this cost proposal are the rates that were effective on xx/xx/xx. Caltrans Contract Manager's pre-approval is required for addition of staff not previously listed on the cost proposal. The billing rates for these employees, including those that fall under general classifications, will be calculated and reimbursed based on their actual hourly rates on xx/xx/xx. Hourly rates for new employees hired after the date of this cost proposal will not exceed (or shall be in line with) the rates of similar personnel listed on this cost proposal having similar experience.
 5. Travel Time Charges:
 For Managers: On weekdays up to a maximum of 8 hours will be charged for work time, travel time or any combination of travel and work time. Billing Rate = Loaded Rate Formula "C" above.
 For Exempt staff: During regular work day, actual travel time not to exceed 8 hours in any one day or one way travel will be billed as follows:
 Billing rate for travel time = Loaded Rate Formula "C" above.
 All travel time, outside of the regular work day, will be billed without the application of overhead rate as follows: Billing Rate = (Actual Hourly Rate) (1+ Fee) + (Delta Base + Delta Fringe)
 For Non-Exempt Employees: During regular work day, actual travel time not to exceed 8 hours in any one day or one way travel will be billed at full normal overhead rate (i.e. without the application of the 1.5X or 2.0X multiplier for overtime as follows:

EXHIBIT 10-H4 COST PROPOSAL FOR CONTRACTS WITH PREVAILING WAGES

ACTUAL COST PLUS FIXED FEE; SPECIFIC RATES OF COMPENSATION AND COST PER UNIT OF WORK CONTRACTS

Schedule I - Other Direct Cost Schedule - QA Testing

CONTRACT TYPE: **Specific Rate of Compensation**

CONSULTANT: DHS Consulting

PROJECT NO.: Ave 66 GS

CONTRACT NO.: 19-10-002

PRIME: X

SUB: X

DATE: 9/4/19

SCHEDULE OF OTHER DIRECT COST ITEMS

DHS Consulting			Connect & Company			Ecorp		
DESCRIPTION OF ITEMS	UNIT	COST	DESCRIPTION OF ITEMS	UNIT	COST	DESCRIPTION OF ITEMS	UNIT	COST
Special Tooling								
A.			Community Meeting		\$ 1,000.00	Mileage @ \$0.58/mile	25000	\$ 14,500.00
B.			Ground Breaking		\$ 5,000.00			
C.			Project signage		\$ 6,000.00			
Travel			Media Kit* (missing cost of renderings)		\$ 550.00			
A. Per Diem			Poster boards for events		\$ 1,400.00			
B. Company Vehicles @ \$1200/mo	95.00	\$ 114,000.00	Door Hangers		\$ 1,500.00			
			Postcard		\$ 2,000.00			
Other			Project hotline		\$ 575.00			
Openspace AI	LS	\$ 13,500.00	Video		\$ 3,500.00			
			Business Community Meetings (5 total)		\$ 500.00			
			Grand Opening		\$ 5,000.00			
			Monthly drone shots (24 shots)		\$ 11,200.00			
			Photography/video (before, groundbreaking, middle, bridge, after, ribbon cutting)		\$ 7,000.00			
			On-site video camera		\$ 18,000.00			
			Monthly maintenance \$700 x 16		\$ 12,600.00			
			Project renderings + video		\$ 9,000.00			
			Mileage 20,000 Miles	0.58	\$ 13,600.00			
		\$ 127,500.00			\$ 98,425.00			\$ 14,500.00
Kleinfielder Construction Services			Leighton Consulting			ZTC Consulting		
DESCRIPTION OF ITEMS	UNIT	COST	DESCRIPTION OF ITEMS	UNIT	COST	DESCRIPTION OF ITEMS	UNIT	COST
10 Months Field Vehicle Rate	1045	\$ 10,450.00	See Attached Spreadsheet "Schedule 1"		\$ 127,285.00	A. Fasteners, Couplers, Strands, Hoops	60	\$ 9,000.00
						B. Bearing Pads and Elastomers	6	\$ 7,200.00
						C. LEDs	25	\$ 25,000.00
						Travel		
						A. Travel		Note 2
						B. Travel and Mileage		\$ 10,000.00
		\$ 10,450.00			\$ 127,285.00			\$ 51,200.00

Please Note: Consultant completes all applicable items and deletes what is not applicable

Important Notes:

1. "N/C" denotes No Charge
2. Pre-approved travel and Per Diem will be reimbursed in accordance with the current Caltrans Travel Guide for consultants, and detailed in executed Task Order Cost Estimates. No charge will be invoiced
3. Actual costs are based on prices from appropriate vendors and should be competitive in their respective industries. The costs will be supported with appropriate documents detailed in executed Task Order Cost Estimates. Proposed vendors shall be presented in the Task Order Cost Estimate for each project. Pre-approval by the Caltrans Contract Manager will be required and shall be submitted along with the
4. Parking, tolls and local transportation cost resulting from commuting to and from the employee's residence to the job site as assigned in the Task Order are not reimbursable.
5. Other Direct Cost (ODC) items claimed shall be in compliance with 48 Code of Federal Regulation, Chapter 1, part 31 (Federal Acquisition Regulation - FAR cost principles) and shall be consistent with the firm's company-wide allocation policies and charging practices with all clients including federal government, state governments, local agencies and private clients.
6. Proposed items shall be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.
7. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
8. For those items listed here as "tools of the trade" that is part of indirect cost and not applicable as a direct cost, note as Not Applicable (NA).

Schedule I - Other Direct Cost Schedule - QA Testing
Avenue 66 Grade Separation
LABORATORY TETSING

Consult Leighton Consulting, Inc. Contract No. NA Date 8/30/2019

Test#	Type of Other Direct Cost (ODC)	Type	Quantity	Unit Rate	Budget Amount
	Laboratory Testing - Construction Phase				
1	Sieve Analysis - soil & aggregate	Test	125	135	\$ 16,875.00
2	Sand Equivalent - soil & aggregate	Test	90	105	\$ 9,450.00
3	Sulfate/cloride	Test	14	70	\$ 980.00
4	Specific Gravity - Coarse	Test	20	100	\$ 2,000.00
5	Durability Index	Test	30	200	\$ 6,000.00
6	R-value	Test	20	310	\$ 6,200.00
7	Maximum Density / Proctor	Test	9	220	\$ 1,980.00
8	Maximum Density / CT-216	Test	60	250	\$ 15,000.00
9	Concrete Cylinders	Test	150	25	\$ 3,750.00
10	Flexural Strength	Test	12	85	\$ 1,020.00
11	Cleanness Value of Coarse Aggregate	Test	30	210	\$ 6,300.00
12	Binder Content	Test	30	150	\$ 4,500.00
13	Moisture Content	Test	20	60	\$ 1,200.00
14	Bulk Specific Gravity/ Core	Test	30	55	\$ 1,650.00
15	LA Rattler (1.5" Agg)	Test	12	200	\$ 2,400.00
16	Flat and Elongated Particles	Test	10	215	\$ 2,150.00
17	Percent Crushed Particles (C & F)	Test	10	135	\$ 1,350.00
18	Clay Lump	Test	8	175	\$ 1,400.00
19	Stability	Test	30	265	\$ 7,950.00
20	Max Theoretical Density (Rice)	Test	30	130	\$ 3,900.00
21	Hamburg Wheel	Test	3	900	\$ 2,700.00
22	Tensile Strength Up to No. 10	Test	15	45	\$ 675.00
23	Tensile Strength No. 11 and over	Test	12	100	\$ 1,200.00
24	Bend Test Up to No. 11	Test	15	45	\$ 675.00
25	Pickup	each	50	90	\$ 4,500.00
26	Bend Test Up to No. 17	Test	12	150	\$ 1,800.00
26	Mileage	Mile	8000	0.585	\$ 4,680.00
NA	Misc/Additional Testing- Contingency	LS	1	15000	\$ 15,000.00
Total Lab Tes					\$ 127,285.00