

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



**ITEM: 3.31
(ID # 28443)**

MEETING DATE:
Tuesday, September 09, 2025

FROM : TLMA-TRANSPORTATION

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:
Approval of the Consulting Services Agreement between the County of Riverside and Accenture Infrastructure and Capital Projects, LLC to Perform Construction Management Services for the Mission Boulevard Bridge Replacement Project; District 2. [\$9,149,454 Total Costs – Federal Funds 86%, State Funds 4%, Local Funds 10%].

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Consulting Services Agreement between the County of Riverside and Accenture Infrastructure and Capital Projects, LLC and authorize the Chairman of the Board to execute the same;
2. Authorize the Director of Transportation, or his designee, to execute amendments that make modifications to the scope of services that stay within the intent of the agreement and/or to the compensation provision that do not exceed the sum total of up to \$900,000 for a maximum contract amount of \$10,049,454.28; and,
3. Direct the Purchasing Agent to issue Purchase Orders to Accenture Infrastructure and Capital Projects, LLC, to Perform Construction Management Services for the Mission Boulevard Bridge Replacement Project, for the total amount of \$10,049,454.28.


ACTION:Policy


Dennis Acuna, Director of Transportation 8/11/2025

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Gutierrez and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Medina, Spiegel, Perez and Gutierrez
Nays: None
Absent: Washington
Date: September 09, 2025
xc: Transp.

Kimberly A. Rector
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	\$ 0	\$ 0	\$ 9,149,454.28	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Federal Funds (86%); State Funds (4%); Local Funds (10%). There are no General Funds used in this project.			Budget Adjustment: No	
			For Fiscal Year: 25/26 - 32/33	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The County of Riverside (County), in cooperation with the Cities of Riverside and Jurupa Valley, proposes to replace the existing Mission Boulevard Bridge (State Bridge No. 56C-0071) over the Santa Ana River near Mount Rubidoux in Riverside County. This project aims to enhance public safety and improve traffic circulation in the region. The project area includes segments of Mission Boulevard, Crestmore Road, and the Santa Ana River Trail.

The Mission Boulevard Bridge serves as a critical connection over the Santa Ana River between the Cities of Riverside and Jurupa Valley. The proposed replacement bridge will provide two lanes in each direction for vehicular traffic and dedicated pathways for pedestrians and bicyclists, in compliance with federal, state, and local design standards. The new bridge will measure approximately 88 feet wide and 1,100 feet long. A multi-purpose trail, physically separated from vehicular traffic, will replace the existing sidewalk and maintain pedestrian and recreational cycling connectivity along the south side of the bridge, linking to the Santa Ana River Trail through Carlson Park.

The County issued a Request for Proposals (RFP) for construction management services in accordance with the Caltrans Local Assistance Procedures Manual. Eight firms submitted proposals, and the top four were invited for interviews. A panel from the County of Riverside Transportation Department evaluated the proposals and interviews, ultimately selecting Accenture Infrastructure and Capital Projects, LLC as the top-ranked firm to provide construction management services for the project.

Details of the scope of work and the negotiated fee are included in Attachment A: Consulting Services Agreement for Mission Boulevard Bridge Replacement Project between County of Riverside Transportation Department and Accenture Infrastructure and Capital Projects, LLC. The negotiated not-to-exceed amount for these services is \$9,149,454.28.

As part of this action, the Transportation Department also requests delegated authority for the Transportation Department Director or designee to approve amendments up to \$900,000 (10%) for additional construction management services, if necessary, to address unforeseen issues or project needs.

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

Project No. B3-0528, State Project No. BRLS-5956 (192)

Impact on Residents and Businesses

The Mission Boulevard Bridge Replacement Project will improve public safety, enhance traffic circulation, update the bridge structure and foundation to the latest construction standards, and provide vital infrastructure for pedestrians and cyclists. The multi-purpose trail included in the project will ensure continued connectivity to the Santa Ana River Trail through Carlson Park.

Construction is anticipated to begin in early 2026, with an estimated duration of four years.

Additional Fiscal Information

The Consultant's negotiated fee for construction management services is \$9,149,454.28 and will be funded using a combination of 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 that may arise to ensure completion of the construction contract with a total contract amount not to exceed \$10,049,454.28.

No County Transportation or General Funds will be used for this agreement.

Contract History and Price Reasonableness

The Consultant's negotiated fee proposal of \$9,149,454.28, excluding contingency, is below the County's independent cost estimate and is in line with construction management costs of other projects of similar scope, complexity, and duration.

Attachments:

Accenture Infrastructure and Capital Projects, LLC Agreement
Vicinity Map


Crystal Carrillo, Senior Management Analyst 9/3/2025


Aaron Gettis, Chief of Deputy County Counsel 8/26/2025

Contract No.:	<u>23-08-002</u>
Termination Date:	<u>12/31/2032</u>
Amount Authorized:	<u>\$9,149,454.28</u>
Federal Funding:	[Yes]
State Funding:	[Yes]

CONSULTING SERVICES AGREEMENT

For

**Mission Boulevard Bridge
Replacement Project**

between

County of Riverside • Transportation Department

and

Accenture Infrastructure and Capital Projects, LLC



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ARTICLE I INTRODUCTION

A. This Consulting Services Agreement (hereinafter referred to as "Agreement") is entered into this _____ day of _____, 20____, by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (hereinafter referred to as "COUNTY") and ACCENTURE INFRASTRUCTURE AND CAPITAL PROJECTS, LLC, a California limited liability company, (hereinafter referred to as "CONSULTANT").

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

The CONSULTANT Project Manager shall be:

Lucas Rathe

Located at:

300 Spectrum Center Drive, Irvine, CA 92618

The COUNTY Contract Administrator shall be:

John Ashlock

Located at:

2950 Washington Street, Riverside, CA 92504

C. CONSULTANT shall perform:

The covenants set forth in Article III entitled Statement of Work.

In accordance with the time frames set forth in Article IV entitled Performance Period.

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

D. CONSULTANT in the performance of this Agreement, shall act in an independent capacity. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor, and that no relationship of employer-employee exists between the parties hereto. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of COUNTY.

E. COUNTY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the Agreement and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligations hereunder, is only subject to the control or direction of the COUNTY as to the designation of

1 tasks to be performed and the results to be accomplished.

2 F. Any third-party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction,
3 supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds COUNTY harmless
4 from any and all claims that may be made against COUNTY based upon any contention by any third party that
5 an employer-employee relationship exists by reason of this Agreement.

6 G. Without the written consent of COUNTY, this Agreement is not assignable or transferable by CONSULTANT
7 either in whole or in part. Except as expressly authorized herein, CONSULTANT shall not subcontract any work,
8 without the prior written approval of the COUNTY.

9 H. CONSULTANT shall be as fully responsible to the COUNTY for the acts and omissions of its contractors and
10 subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same
11 manner as persons directly employed by CONSULTANT.

12 I. No alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by
13 the authorized representatives of both parties; and no oral understanding or agreement not incorporated herein,
14 shall be binding on any of the parties hereto.

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

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

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

- | | | |
|---------------------------------|------------------------------|------------------------------------------|
| 23 Caltrans | City of Riverside | Santa Ana Regional Water Board |
| 24 City of Jurupa Valley | Utility Companies | California Department of Fish & Wildlife |
| 25 Riverside County Departments | U.S. Army Corps of Engineers | U.S. Fish & Wildlife Service |

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

27 A. To ensure understanding and performance of the Agreement objectives, meetings between COUNTY,
28 AGENCIES, and CONSULTANT shall be held as often as deemed necessary (typically at least monthly). All
29 work objectives, CONSULTANT's work schedule, the terms of the Agreement and any other related issues will

1 be discussed and/or resolved. CONSULTANT shall keep minutes of meetings and distribute copies of minutes
2 as appropriate. During construction of the PROJECT the consultant shall provide copies of the following
3 documents at each PROJECT coordination meeting:

- 4 • Meeting Agendas
- 5 • Meeting Sign-in Sheets
- 6 • Meeting Minutes (Prior Meeting)
- 7 • Submittal Log
- 8 • RFI Log
- 9 • 3 Week Construction Look-Ahead Schedule

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

14 C. CONSULTANT Project Manager shall meet with COUNTY Contract Administrator, as needed, to discuss
15 progress on the Agreement.

16 **ARTICLE III STATEMENT OF WORK**

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

20 **ARTICLE IV PERFORMANCE PERIOD**

21 A. This Agreement shall go into effect upon the execution of this Agreement by both parties, and CONSULTANT
22 shall commence work after written notification to proceed by COUNTY Contract Administrator. The Agreement
23 shall end on December 31, 2032, unless extended by a written amendment signed by the authorized
24 representatives of both parties.

25 B. CONSULTANT is advised that any recommendation for Agreement award is not binding on COUNTY until the
26 Agreement is fully executed and approved by COUNTY.

27 C. Services provided under this Agreement may be performed in separate Milestones or Phases. The sequencing
28 and scheduling of these Milestones or Phases is set forth in Attachment B, Schedule of Services, which is
29 attached hereto and incorporated herein by reference. Each Milestone or Phase shall be contingent upon a

1 written notification to proceed by COUNTY Contract Administrator.

2 **ARTICLE V ALLOWABLE COSTS AND PAYMENTS**

3 A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in CONSULTANT's approved
4 Compensation Plan, attached hereto as Attachment C and by this reference incorporated herein. The specified
5 hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments,
6 overhead, and fees. These rates are not adjustable for the performance period set forth in this Agreement.

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

9 C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved
10 Cost Proposal.

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

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

18 F. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by COUNTY
19 Contract Administrator of itemized invoices. Invoices shall be submitted no later than thirty (30) calendar days
20 after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on
21 each milestone or phase and each project as applicable. Invoices shall follow the format stipulated for the
22 approved Cost Proposal using the Project-Specific & Multi-Phase Contract Invoice Templates provided in the
23 COUNTY Consulting Services Manual and shall reference this Agreement number and PROJECT title. Final
24 invoice must contain the final cost and all credits due COUNTY including any equipment purchased under the
25 provisions of Article XI Equipment Purchase of this Agreement. The final invoice shall be submitted within sixty
26 (60) calendar days after completion of CONSULTANT's work. **Final invoices not submitted within sixty (60)**
27 **calendar days after completion of CONSULTANT's work will not be paid.** Invoices shall be mailed to
28 COUNTY Contract Administrator at the address provided in Article I, paragraph B.

29 G. The total amount payable by COUNTY shall not exceed \$9,149,454.28.

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

Federal funds: are included are not included

State funds: are included are not included

ARTICLE VI TERMINATION

A. This Agreement may be terminated by COUNTY, provided that COUNTY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) to CONSULTANT of COUNTY's termination. Upon termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. COUNTY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and date estimates performed to that date, whether complete or not.

B. COUNTY may temporarily suspend this Agreement, at no additional cost to COUNTY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If COUNTY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this Agreement. A temporary suspension may be issued concurrent with the notice of termination.

C. Notwithstanding any provisions of this Agreement, CONSULTANT shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by CONSULTANT, and COUNTY may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due to COUNTY from CONSULTANT is determined.

D. In the event of termination, COUNTY shall pay CONSULTANT the sum due to CONSULTANT under this Agreement prior to termination, unless the cost of completion to COUNTY exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due CONSULTANT under this Agreement and the balance, if any, shall be paid to CONSULTANT upon demand.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. The CONSULTANT agrees that 48 CFR 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.

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

C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR 31 or 2 CFR 200 are subject to repayment by CONSULTANT to COUNTY.

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

2 The CONSULTANT, subconsultants, and COUNTY shall maintain and make available for inspection all books,
3 documents, papers, accounting records, independent CPA Audited Indirect Cost Rate workpapers, and other
4 evidence pertaining to the performance of the Agreement including, but not limited to, the costs of administering the
5 Agreement. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and
6 materials available at their respective offices at all reasonable times during the Agreement period and for three (3)
7 years from the date of final payment under the Agreement and records for real property and equipment acquired
8 with federal funds must be retained for three (3) years after final disposition. COUNTY, Caltrans Auditor, FHWA,
9 or any duly authorized representative of the federal government having jurisdiction under federal laws or regulations
10 (including the basis of federal funding in whole or in part) shall have access to any books, records, and documents
11 of the CONSULTANT, subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the
12 Agreement for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be
13 furnished if requested without limitation.

14 **ARTICLE IX AUDIT REVIEW PROCEDURES**

- 15 A. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not
16 disposed of by agreement, shall be reviewed by COUNTY's Chief Financial Officer.
- 17 B. Not later than thirty (30) days after issuance of the final audit report, CONSULTANT may request a review by
18 COUNTY's Chief Financial Officer of unresolved audit issues. The request for review will be submitted in
19 writing.
- 20 C. Neither the pendency of a dispute nor its consideration by COUNTY will excuse CONSULTANT from full and
21 timely performance, in accordance with the terms of this Agreement.
- 22 D. CONSULTANT and subconsultant agreements, including cost proposals and Indirect Cost Rates (ICR), may
23 be subject to audits or reviews such as, but not limited to, an agreement audit, an incurred cost audit, an ICR
24 Audit, or a CPA ICR audit work paper review. If selected for audit or review, the Agreement, cost proposal and
25 ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR 31 and other
26 related laws and regulations. In the instances of a CPA ICR audit work paper review, it is CONSULTANT's
27 responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work
28 papers including making copies as necessary. The Agreement, cost proposal, and ICR shall be adjusted by
29 CONSULTANT and approved by COUNTY Contract Administrator to conform to the audit or review

1 recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be
2 incorporated into the Agreement by this reference if directed by COUNTY at its sole discretion. Refusal by
3 CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local
4 governments have access to CPA work papers, will be considered a breach of Agreement terms and cause for
5 termination of this Agreement and disallowance of prior reimbursed costs.

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

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

- 23 a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed
24 will be ninety percent (90%) of the proposed rate.
- 25 b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%)
26 - the accepted rate will be eighty-five percent (85%) of the proposed rate.
- 27 c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-
28 five percent (75%) of the proposed rate.

29 2. If IOAI is unable to issue a cognizant letter per Article IX.E.1. above, IOAI may require CONSULTANT to

1 submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective
2 date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's
3 and/or the independent CPA's revisions.

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

9 4. CONSULTANT may submit to COUNTY final invoice only when all of the following items have occurred:
10 (1) IOAI accepts or rejects the original or revised independent CPA audited ICR; (2) all work under this
11 Agreement has been completed to the satisfaction of COUNTY; and (3) IOAI has issued its final ICR review
12 letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO COUNTY no later than sixty (60) days
13 after occurrence of the last of these items. The accepted ICR will apply to this Agreement and all other
14 agreements executed between COUNTY and the CONSULTANT, either as a prime or subconsultant, with
15 the same fiscal period ICR.

16 **ARTICLE X SUBCONTRACTING**

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

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

27 C. Any subagreement entered into as a result of this Agreement, shall contain all the provisions stipulated in this
28 entire Agreement to be applicable to subconsultants unless otherwise noted.

29 D. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made

1 to CONSULTANT by COUNTY.

- 2 E. Any substitution of subconsultants must be approved in writing by COUNTY Contract Administrator in advance
3 of assigning work to a substitute subconsultant.

4 **ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES**

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

- 9 B. For purchase of any item, service or consulting work not covered in CONSULTANT's approved Cost Proposal
10 and exceeding five thousand dollars (\$5,000), with prior authorization by COUNTY Contract Administrator, three
11 competitive quotations must be submitted with the request, or the absence of quotations must be adequately
12 justified.

- 13 C. Any equipment purchased with funds provided under the terms of this Agreement is subject to the following:

- 14 1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is
15 defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000)
16 or more. If the purchased equipment needs replacement and is sold or traded in, COUNTY shall receive a
17 proper refund or credit at the conclusion of the Agreement, or if the Agreement is terminated,
18 CONSULTANT may either keep the equipment and credit COUNTY in an amount equal to its fair market
19 value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with
20 established COUNTY procedures; and credit COUNTY in an amount equal to the sales price. If
21 CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's
22 expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be
23 obtained from an appraiser mutually agreeable to by COUNTY and CONSULTANT, if it is determined to
24 sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY.

- 25 2. Regulation 2 CFR 200 requires a credit to federal funds when participating equipment with a fair market
26 value greater than five thousand dollars (\$5,000) is credited to the PROJECT.

27 **ARTICLE XII STATE PREVAILING WAGE RATES**

- 28 A. No CONSULTANT or subconsultant may be awarded an agreement containing public work elements unless
29 registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with

- 1 DIR must be maintained throughout the entire term of this Agreement, including any subsequent amendments.
- 2 B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the
3 payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this
4 Agreement are available and on file with the Department of Transportation's Regional/District Labor Compliance
5 Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part
6 of this Agreement by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a
7 construction project site. Prevailing wages will be applicable to all inspection work performed at COUNTY
8 construction sites, at COUNTY facilities and at off-site locations that are set up by the construction contractor
9 or one of its subcontractors solely and specifically to serve COUNTY projects. Prevailing wage requirements
10 do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that
11 provide goods and services to the general public.
- 12 C. General Prevailing Wage Rate Determinations applicable to this PROJECT may also be obtained from the
13 Department of Industrial Relations website at <http://www.dir.ca.gov>.
- 14 D. Payroll Records
- 15 1. Each CONSULTANT and subconsultant shall keep accurate certified payroll records and supporting
16 documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name,
17 address, social security number, work classification, straight time and overtime hours worked each day and
18 week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee
19 employed by the CONSULTANT or subconsultant in connection with the public work. Each payroll record
20 shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of
21 the following:
- 22 a. The information contained in the payroll record is true and correct.
- 23 b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any
24 work performed by his or her employees on the public works project.
- 25 2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the
26 CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made
27 available for inspection and copying by COUNTY representatives at all reasonable hours at the principal
28 office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit
29 inspection of its records as follows:

- 1 a. A certified copy of an employee's payroll record shall be made available for inspection or furnished
2 to the employee or the employee's authorized representative on request.
- 3 b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available
4 for inspection or furnished upon request to a representative of COUNTY, the Division of Labor
5 Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial
6 Relations. Certified payrolls submitted to COUNTY, the Division of Labor Standards Enforcement
7 and the Division of Apprenticeship Standards shall not be altered or obliterated by the
8 CONSULTANT.
- 9 c. The public shall not be given access to certified payroll records by the CONSULTANT. The
10 CONSULTANT is required to forward any requests for certified payrolls to the COUNTY Contract
11 Administrator by both email and regular mail on the business day following receipt of the request.
- 12 3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the
13 entity that requested the records within ten (10) calendar days after receipt of a written request.
- 14 4. Any copy of records made available for inspection as copies and furnished upon request to the public or
15 any public agency by COUNTY shall be marked or obliterated in such a manner as to prevent disclosure
16 of each individual's name, address, and social security number. The name and address of the
17 CONSULTANT or subconsultant performing the work shall not be marked or obliterated.
- 18 5. The CONSULTANT shall inform COUNTY of the location of the records enumerated under paragraph (1)
19 above, including the street address, city and county, and shall, within five (5) working days, provide a notice
20 of a change of location and address.
- 21 6. The CONSULTANT or subconsultant shall have ten (10) calendar days in which to comply subsequent to
22 receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the
23 CONSULTANT or subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty
24 to COUNTY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker,
25 until strict compliance is effectuated. Such penalties shall be withheld by COUNTY from payments then
26 due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a
27 subconsultant to comply with this section.
- 28 E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified
29 payroll requirements. Invoice payment will not be made until the invoice is approved by the COUNTY Contract

1 Administrator.

2 **F. Penalty**

- 3 1. The CONSULTANT and any of its subconsultants shall comply with Labor Code §1774 and §1775.
4 Pursuant to Labor Code §1775, the CONSULTANT and any subconsultant shall forfeit to the COUNTY a
5 penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each
6 worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which
7 the worker is employed for any public work done under the Agreement by the CONSULTANT or by its
8 subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to
9 1780, inclusive.
- 10 2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on
11 consideration of mistake, inadvertence, or neglect of the CONSULTANT or subconsultant in failing to pay
12 the correct rate of prevailing wages, or the previous record of the CONSULTANT or subconsultant in
13 meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or
14 subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to
15 pay the correct rates of prevailing wages is not excusable if the CONSULTANT or subconsultant had
16 knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the
17 appropriate rate, including any escalations that take place during the term of the Agreement.
- 18 3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage
19 rates and the amount paid to each worker for each calendar day or portion thereof for which each worker
20 was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or
21 subconsultant.
- 22 4. If a worker employed by a subconsultant on a public works project is not paid the general prevailing per
23 diem wages by the subconsultant, the prime CONSULTANT of the project is not liable for the penalties
24 described above unless the prime CONSULTANT had knowledge of that failure of the subconsultant to pay
25 the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply
26 with all of the following requirements:
- 27 a. The Agreement executed between the CONSULTANT and the subconsultant for the performance
28 of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771,
29 1775, 1776, 1777.5, 1813, and 1815.

- 1 b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem
2 wages by the subconsultant to the employees by periodic review of the certified payroll records of
3 the subconsultant.
- 4 c. Upon becoming aware of the subconsultant's failure to pay the specified prevailing rate of wages to
5 the subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or
6 rectify the failure, including but not limited to, retaining sufficient funds due the subconsultant for
7 work performed on the public works project.
- 8 d. Prior to making final payment to the subconsultant for work performed on the public works project,
9 the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the subconsultant
10 that the subconsultant had paid the specified general prevailing rate of per diem wages to the
11 subconsultant's employees on the public works project and any amounts due pursuant to Labor
12 Code §1813.
- 13 5. Pursuant to Labor Code §1775, COUNTY shall notify the CONSULTANT on a public works project within
14 fifteen (15) calendar days of receipt of a complaint that a subconsultant has failed to pay workers the
15 general prevailing rate of per diem wages.
- 16 6. If COUNTY determines that employees of a subconsultant were not paid the general prevailing rate of per
17 diem wages and if COUNTY did not retain sufficient money under the Agreement to pay those employees
18 the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall
19 withhold an amount of moneys due the subconsultant sufficient to pay those employees the general
20 prevailing rate of per diem wages if requested by COUNTY.

21 **G. Hours of Labor**

22 Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the
23 COUNTY, twenty-five dollars (\$25) for each worker employed in the execution of the Agreement by the
24 CONSULTANT or any of its subconsultants for each calendar day during which such worker is required or
25 permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar
26 week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive,
27 except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any
28 one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and
29 forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided

1 in §1815.

2 **H. Employment of Apprentices**

3 1. Where either the prime Agreement or the subagreement exceeds thirty thousand dollars (\$30,000), the
4 CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of
5 Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

6 2. CONSULTANTS and subconsultants are required to comply with all Labor Code requirements regarding
7 the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to
8 commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of
9 Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the
10 employment of apprentices and for the specific journey-to- apprentice ratios for the Agreement work. The
11 CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are
12 specified in Labor Code §1777.7.

13 **ARTICLE XIII CONFLICT OF INTEREST**

14 A. CONSULTANT shall cause itself, its respective employees, agents, representatives, or independent contractors
15 and its subconsultants as well as their respective employees, agents, representatives, or independent
16 contractors to comply with all applicable conflict of interest laws and regulations, including but not limited to the
17 Political Reform Act and California Government Code section 1090. Furthermore, CONSULTANT shall cause
18 itself, its respective employees, agents, representatives, or independent contractors and its subconsultants as
19 well as their respective employees, agents, representatives, or independent contractors to comply with the
20 COUNTY's Conflict of Interest Code. CONSULTANT further agrees to cause itself, its respective employees,
21 agents, representatives, or independent contractors to complete any statements of economic interest if required
22 by COUNTY or State law. Notwithstanding any other provision contained in this Agreement, for a breach or
23 violation of this provision, COUNTY shall have the right to immediately terminate this Agreement without liability
24 and seek any other remedy provided by law or equity or this Agreement.

25 B. During the term of this Agreement, the CONSULTANT shall disclose any financial, business, or other
26 relationship with COUNTY that may have an impact upon the outcome of this Agreement or any ensuing
27 COUNTY construction project. The CONSULTANT shall also list current clients who may have a financial
28 interest in the outcome of this Agreement or any ensuing COUNTY construction project which will follow.

29 C. CONSULTANT certifies that it has disclosed to COUNTY any actual, apparent, or potential conflicts of interest

1 that may exist relative to the services to be provided pursuant to this Agreement. CONSULTANT agrees to
2 advise COUNTY of any actual, apparent or potential conflicts of interest that may develop subsequent to the
3 date of execution of this Agreement.

4 D. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest
5 that would conflict with the performance of services under this Agreement.

6 E. The CONSULTANT (nor any subconsultant nor any firms affiliated with the CONSULTANT or any
7 subconsultant) shall not be eligible to perform any further phases of this PROJECT or to bid on any construction
8 contract or on any Agreement to provide construction inspection for any construction project resulting from this
9 Agreement. An affiliated firm is one, which is subject to the control of the same persons, though joint ownership
10 or otherwise.

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

12 The CONSULTANT warrants that this Agreement was not obtained or secured through rebates, kickbacks or other
13 unlawful consideration either promised or paid to any COUNTY employee. For breach or violation of this warranty,
14 COUNTY shall have the right, in its discretion, to terminate this Agreement without liability, to pay only for the value
15 of the work actually performed, or to deduct from the Agreement price or otherwise recover the full amount of such
16 rebate, kickback or other unlawful consideration.

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

18 If Article V.K identifies that federal funds are used, in whole or in part, to fund the services performed under this
19 Agreement and such federal funding will exceed \$150,000 then compliance with the provisions of Article XV as
20 described below is required. If Article V.K identifies that services are not funded in whole or in part with Federal
21 funds of such federal funding will be less than \$150,000 then compliance with the requirements of Article XV is not
22 required.

- 23 A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:
- 24 1. No state, federal or COUNTY appropriated funds have been paid or will be paid, by or on behalf of the
25 CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local,
26 state or federal agency, a Member of the State Legislature or United States Congress, an officer or
27 employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in
28 connection with the awarding of making of this Agreement, or with the extension, continuation, renewal,
29 amendment, or modification of this Agreement.

1 2. If any funds other than federal appropriated funds have been paid or will be paid to any person for
2 influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an
3 officer or employee of Congress, or an employee of a Member of Congress in connection with this
4 Agreement, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report
5 Lobbying", in accordance with its instructions.

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

11 C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this
12 certification be included in all lower tier subagreements, which exceed one hundred thousand dollars
13 (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

14 **ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE**

15 A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury
16 under the laws of the State of California that CONSULTANT has, unless exempt, complied with the
17 nondiscrimination program requirements of Government Code Section 12990 and 2 California Code of
18 Regulations (CCR) Section 8103.

19 B. During the performance of this Agreement, CONSULTANT and its subconsultants shall not deny the
20 Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry,
21 physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender
22 identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully
23 discriminate, harass, or allow harassment against any employee or applicant for employment because of race,
24 religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic
25 information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military
26 and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their
27 employees and applicants for employment are free from such discrimination and harassment.

28 C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act
29 (Government Code Section 12990 et seq.), the applicable regulations promulgated there under (2 CCR Section

1 11000 et seq.), the provisions of Government Code Sections 11135-11139.5, and the regulations or standards
2 adopted by COUNTY to implement such article. The applicable regulations of the Fair Employment and
3 Housing Commission implementing Government Code Section 12990 (a-f), set forth 2 CCR Sections 8100-
4 8504, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

5 D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and
6 the COUNTY upon reasonable notice at any time during the normal business hours, but in no case less than
7 twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and
8 its facilities as said Department or COUNTY shall require to ascertain compliance with this cause.

9 E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor
10 organizations with which they have a collective bargaining or other agreement.

11 F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts
12 to perform work under this Agreement.

13 G. The CONSULTANT, with regard to the work under this Agreement, shall act in accordance with Title VI of the
14 Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.). Title VI provides that the recipients of federal
15 assistance will implement and maintain a policy of nondiscrimination in which no person in the United States
16 shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in,
17 denied the benefits of or subject to discrimination under any program or activity by the recipients of federal
18 assistance or their assignees and successors in interest.

19 H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs
20 of the U.S. Department of Transportation (49 CFR 21 – Effectuation of Title VI of the Civil Rights Act of 1964).
21 Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited
22 by 49 CFR Section 21.5, including employment practices and the selection and retention of subconsultants.

23 I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any
24 person the benefits of, or otherwise discriminate against anyone in connection with the award and performance
25 of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the
26 COUNTY components of DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly or
27 through contractual or other arrangements, use criteria or methods of administration that have the effect of
28 defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to
29 individuals of a particular race, color, sex, or national origin.

1 **ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION**

2 A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the
3 laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of
4 owner, partner, director, officer or manager:

- 5 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by
6 any federal agency;
- 7 2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal
8 agency within the past three (3) years;
- 9 3. Does not have a proposed debarment pending; and
- 10 4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent
11 jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

12 B. Any exceptions to this certification must be disclosed to COUNTY. Exceptions will not necessarily result in
13 denial of recommendation for award but will be considered in determining responsibility. Disclosures must
14 indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

15 C. Exceptions to the Federal Government excluded parties (<https://sam.gov/content/home>) maintained by the U.S.
16 General Services Administration are to be determined by the Federal Highway Administration (FHWA).

17 **ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION**

18 If Article V.K identifies that Federal funds are used, in whole or in part, to fund the services performed under this
19 Agreement then compliance with the provisions of Article XVIII as described below is required. If Article V.K
20 identifies that services are not funded in whole or in part with Federal funds then compliance with the requirements
21 of Article XVIII is not required.

22 A. CONSULTANT or subconsultants shall take necessary and reasonable steps to ensure that DBEs have
23 opportunities to participate in the Agreement (49 CFR 26). To ensure equal participation of DBEs provided in
24 49 CFR 26.5, the COUNTY shows a contract goal for DBEs. CONSULTANT shall make work available to DBEs
25 and select work parts consistent with available DBE subconsultants and suppliers.

26 CONSULTANT shall meet the DBE goal shown elsewhere in these specials provisions or demonstrate that
27 they made adequate good faith efforts to meet this goal. It is CONSULTANT's responsibility to verify at date of
28 proposal opening that the DBE firm is certified as a DBE by using the California Unified Certification Program
29 (CUCP) database and possesses the most specific available North American Industry Classification System

1 (NAICS) codes or work code applicable to the type of work the firm will perform on the Agreement. Additionally,
2 the CONSULTANT is responsible to document the verification record by printing out the CUCP data for each
3 DBE firm. A list of DBE's certified by the CUCP can be found at [https://dot.ca.gov/prgrams/civil-rights/dbe-](https://dot.ca.gov/prgrams/civil-rights/dbe-search)
4 [search](https://dot.ca.gov/prgrams/civil-rights/dbe-search).

5 All DBE participation will count toward the California Department of Transportation's federally mandated
6 statewide overall DBE goal. Credit for materials or supplies CONSULTANT purchases from DBEs counts
7 towards the goal in the following manner:

- 8 • 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 9 • 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- 10 • Only fees, commissions, and charges for assistance in the procurement and delivery of materials or
11 supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 40 CFR 26.55
12 defines "manufacturer" and "regular dealer."

13 This Agreement is subject to 49 CFR 26 entitled "Participation by Disadvantaged Business Enterprises in
14 Department of Transportation Financial Assistance Programs." CONSULTANTs who enter into a federally
15 funded agreement will assist the COUNTY in a good faith effort to achieve California's statewide overall DBE
16 goal.

17 B. The goal for DBE participation for this Agreement is 21%. Participation by DBE CONSULTANT or
18 subconsultants shall be in accordance with information contained in Exhibit 10-02: Consultant Contract DBE
19 Commitment attached hereto and incorporated as part of the Agreement. If a DBE subconsultant is unable to
20 perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if
21 the goal is not otherwise met.

22 C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the
23 Agreement goal, or by documenting adequate good faith efforts to meet the Agreement goal. An adequate
24 good faith means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve
25 a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected
26 to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: DBE
27 Information – Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR 26 for guidance
28 regarding evaluation of good faith efforts to meet the DBE goal.

29 D. Contract Assurance

1 Under 49 CFR 26.13(b):

2 CONSULTANT, subrecipients or subconsultants shall not discriminate on the basis of race, color, national
3 origin, or sex in the performance of this Agreement. CONSULTANT shall carry out applicable requirements of
4 49 CFR 26 in the award and administration of federal-aid contracts.

5 Failure by the CONSULTANT to carry out these requirements is a material breach of this Agreement, which
6 may result in the termination of this Agreement or such other remedy as the recipient deems appropriate, which
7 may include, but is not limited to:

- 8 1) Withholding monthly progress payments;
- 9 2) Assessing sanctions;
- 10 3) Liquidated damages; and/or
- 11 4) Disqualifying CONSULTANT from future proposing as non-responsible

12 **E. Termination and Substitution of DBE subconsultants**

13 CONSULTANT shall utilize the specific DBE listed to perform the work and supply the materials for which each
14 is listed unless CONSULTANT or DBE subconsultant obtains the COUNTY's written consent. CONSULTANT
15 shall not terminate or substitute a listed DBE for convenience and perform the work with their own forces or
16 obtain materials from other sources without authorization from the COUNTY. Unless the COUNTY's consent
17 is provided, the CONSULTANT shall not be entitled to any payment for work or material unless it is performed
18 or supplied by the listed DBE on the Exhibit 10-02: Consultant Contract DBE Commitment form, included in the
19 Bid.

20 The COUNTY authorizes a request to use other forces or sources of materials if CONSULTANT shows any of
21 the following justifications:

- 22 1) Listed DBE fails or refuses to execute a written contract based on plans and specifications for the
23 project.
- 24 2) The COUNTY stipulate that a bond is a condition of executing the subcontract and the listed DBE
25 fails to meet the COUNTY's bond requirements.
- 26 3) Work requires a CONSULTANT's license, and listed DBE does not have a valid license under
27 Contractors License Law.
- 28 4) Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to
29 perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith

1 or discrimination).

2 5) Listed DBE's work is unsatisfactory and not in compliance with the Agreement.

3 6) Listed DBE is ineligible to work on the project because of suspension or debarment.

4 7) Listed DBE becomes bankrupt or insolvent.

5 8) Listed DBE voluntarily withdraws with written notice from the Agreement.

6 9) Listed DBE is ineligible to receive credit for the type of work required.

7 10) Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the
8 Agreement.

9 11) The COUNTY determines other documented good cause.

10 CONSULTANT shall notify the original DBE of the intent to use other forces or material sources and provide
11 the reasons and provide the DBE with 5 days to respond to the notice and advise CONSULTANT and the
12 COUNTY of the reasons why the use of other forces or sources of materials should not occur.

13 CONSULTANT's request to use other forces or material sources must include:

14 1) One or more of the reasons listed in the preceding paragraph.

15 2) Notices from CONSULTANT to the DBE regarding the request.

16 3) Notices for the DBEs to CONSULTANT regarding the request.

17 If a listed DBE is terminated or substituted, CONSULTANT must make good faith efforts to find another DBE to
18 substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the
19 original DBE under the Agreement to the extent to meet or exceed the DBE goal.

20 **F. Commitment and Utilization**

21 The COUNTY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE
22 commitments reconcile to DBE utilization.

23 CONSULTANT shall:

24 1) Notify the COUNTY Contract Administrator or designated representative of any changes to its
25 anticipated DBE participation.

26 2) Provide this notification before starting the affected work.

27 3) Maintain records including:

28 • Name and business address of each 1st-tier subconsultant

29 • Name and business address of each DBE subconsultant, DBE vendor, and DBE

1 trucking company, regardless of tier

- 2 • Date of payment and total amount paid to each business (see Exhibit 9-F: Monthly
3 Disadvantaged Business Enterprise Payment)

4 If CONSULTANT is a DBE CONSULTANT, they shall include the date of work performed by their own forces
5 and the corresponding value of the work.

6 If a DBE is decertified before completing its work, the DBE must notify CONSULTANT in writing of the
7 decertified date. If a business becomes a certified DBE before completing its work, the business must notify
8 CONSULTANT in writing of the certification date. CONSULTANT shall complete a Disadvantaged Business
9 Enterprise (DBE) Certification Status Change, Exhibit 17-O, form and submit the form to the COUNTY within
10 thirty (30) days of Agreement acceptance.

11 Upon work completion, CONSULTANT shall complete Exhibit 17-F: Final Report – Utilization of Disadvantaged
12 Business Enterprises (DBE), First-Tier Subcontractors and submit it to the COUNTY within ninety (90) days of
13 contract acceptance. The COUNTY will withhold \$10,000 until the form is submitted. The COUNTY will release
14 the withhold upon submissions of the completed form.

15 In the COUNTY's reports of DBE participation to Caltrans, the COUNTY must display both commitments and
16 attainments.

17 G. A DBE is only eligible to be counted toward the Agreement goal if it performs a commercially useful function
18 (CUF) on the Agreement. CUF must be evaluated on an agreement-by-agreement basis. A DBE performs a
19 CUF when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by
20 actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be
21 responsible, with respect quantity, ordering the material and installing (where applicable), and paying for the
22 material itself, industry practices, whether the amount the firm is to be paid under the Agreement is
23 commensurate with the work it is actually performing, and other relevant factors.

24 H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, agreement, or
25 project through which funds are passed in order to obtain the appearance of DBE participation. In determining
26 whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do
27 not participate.

28 I. A DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its
29 Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement

1 than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed
2 that it is not performing a CUF.

3 J. CONSULTANT shall maintain records of materials purchases or supplied for all subcontracts entered into with
4 certified DBEs. The record shall show the name and business address of each DBE or vendor and the total
5 dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment,
6 and the total dollar figure paid to all firms, DBE CONSULTANT's shall also show the date of work performed
7 by their own forces along with the corresponding dollar value of the work.

8 K. If a DBE subconsultant is decertified during the life of the Agreement, the decertified subconsultant shall notify
9 CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during
10 the life of the Agreement, the subconsultant shall notify CONSULTANT in writing with the date of certification.
11 Any changes should be reported to COUNTY Contract Administrator within thirty (30) calendar days.

12 L. After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of
13 the following month, the prime contractor/consultant shall complete and email the Exhibit 9-F: Disadvantaged
14 Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to the
15 Agency.

16 M. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

17 **ARTICLE XIX INDEMNIFICATION AND INSURANCE**

18 **A. Basic Indemnity**

19 1. To the fullest extent permitted by applicable law, CONSULTANT agrees to defend (through legal counsel
20 reasonably acceptable to COUNTY), indemnify, and hold harmless the County of Riverside, its Agencies,
21 Districts, Departments and Special Districts, Board of Supervisors, elected and appointed officials, and
22 each of their respective directors, members officers, employees, agents, volunteers and representatives
23 ("Indemnitees") and each of them from any and all Losses that arise out of or relate to any act or omission
24 constituting ordinary and not professional negligence (including, without limitation, negligent breach of
25 contract), recklessness, or willful misconduct on the part of CONSULTANT or its subconsultants or their
26 respective employees, agents, representatives, or independent contractors.

27 2. "Losses" shall mean any and all economic and non-economic losses, costs, liabilities, claims, damages,
28 actions, judgments, settlements and expenses, including, without limitation, full and actual attorney's fees
29 (including, without limitation, attorney's fees for trial and on appeal), expert and non-expert witness fees,

1 arbitrator and arbitration fees and mediator and mediation fees.

- 2 3. CONSULTANT further agrees to and shall indemnify and hold harmless the Indemnitees from all liability
3 arising from suits, claims, demands, actions, or proceedings made by agents, employees or subcontractors
4 of CONSULTANT for salary, wages, compensation, health benefits, insurance, retirement or any other
5 benefit not explicitly set forth in this Agreement and arising out of work performed for COUNTY pursuant to
6 this Agreement. The Indemnitees shall be entitled to the defense and indemnification provided for
7 hereunder regardless of whether the Loss is in part caused or contributed to by the acts or omissions of an
8 Indemnitee or any other person or entity; provided however, that nothing contained herein shall be
9 construed as obligating CONSULTANT to indemnify and hold harmless any Indemnitee to the extent not
10 required under the provisions of Paragraph B. below.

11 B. Indemnity for Design Professional Services

- 12 1. To the fullest extent permitted by Applicable Law, CONSULTANT agrees to defend (through legal counsel
13 reasonably acceptable to COUNTY), indemnify and hold harmless the Indemnitees, and each of them,
14 against any and all Losses that arise out of, pertain to, or relate to, any negligence, recklessness or willful
15 misconduct constituting professional negligence on the part of CONSULTANT or its subconsultants, or their
16 respective employees, agents, representatives, or independent contractors. The Indemnitees shall be
17 entitled to the defense, and indemnification provided for hereunder regardless of whether the Loss is, in
18 part, caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity;
19 provided, however, that nothing contained herein shall be construed as obligating CONSULTANT to
20 indemnify and hold harmless any Indemnitee to the extent not required under the provisions of this section.
21 CONSULTANT shall defend and pay, all costs and fees, including but not limited to attorney fees, cost of
22 investigation, and defense, in any loss, suits, claims, demands, actions, or proceedings to the extent and
23 in proportion to the percentage, such costs and fees arise out of, pertain to, or relate to the negligence,
24 recklessness or willful misconduct of CONSULTANT arising out of or from the performance of professional
25 design services under this Agreement. The duty to defend applies to any alleged or actual negligence,
26 recklessness, willful misconduct of CONSULTANT. The cost for defense shall apply whether or not
27 CONSULTANT is a party to the lawsuit and shall apply whether or not CONSULTANT is directly liable to
28 the plaintiffs in the lawsuit. The duty to defend applies even if Indemnitees are alleged or found to be actively
29 negligent, but only in proportion to the percentage of fault or negligence of CONSULTANT.

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

13 **C. INSURANCE**

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

20 **1. Workers' Compensation:**

21 If the CONSULTANT has employees as defined by the State of California, the CONSULTANT shall maintain
22 statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of
23 California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits
24 not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in
25 favor of the County of Riverside.

26 **2. Commercial General Liability:**

27 Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified
28 contractual liability, products and completed operations liability, personal and advertising injury, and cross
29 liability coverage, covering claims which may arise from or out of CONSULTANT's performance of its

1 obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall
2 not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general
3 aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence
4 limit. Policy shall name the COUNTY as Additional Insureds.

5 **3. Vehicle Liability:**

6 If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then
7 CONSULTANT shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an
8 amount not 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. Policy shall name the COUNTY as Additional Insureds.

11 **4. Professional Liability**

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

21 **5. General Insurance Provisions - All lines:**

- 22 a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of
23 California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are
24 waived, in writing, by the COUNTY Risk Manager. If the COUNTY's Risk Manager waives a
25 requirement for a particular insurer such waiver is only valid for that specific insurer and only for one
26 policy term.
- 27 b. The CONSULTANT must declare its insurance self-insured retention for each coverage required
28 herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall
29 have the prior written consent of the COUNTY Risk Manager before the commencement of operations

1 under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at
2 the election of the COUNTY's Risk Manager, CONSULTANT's carriers shall either; 1) reduce or
3 eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a
4 bond which guarantees payment of losses and related investigations, claims administration, and
5 defense costs and expenses.

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

24 d. It is understood and agreed to by the parties hereto that the CONSULTANT's insurance shall be
25 construed as primary insurance, and the COUNTY's insurance and/or deductibles and/or self-insured
26 retentions or self-insured programs shall not be construed as contributory.

27 e. If, during the term of this Agreement or any extension thereof, there is a material change in the scope
28 of services; or, there is a material change in the equipment to be used in the performance of the scope
29 of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the

1 COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required
2 under this Agreement, if in the COUNTY Risk Manager's reasonable judgment, the amount or type of
3 insurance carried by the CONSULTANT has become inadequate.

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

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

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

10 **ARTICLE XX FUNDING REQUIREMENTS**

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

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

18 C. It is mutually agreed that if sufficient funds are not appropriated, this Agreement may be amended to reflect any
19 reduction in funds.

20 D. COUNTY has the option to terminate the Agreement pursuant to Article VI Termination, or by mutual agreement
21 to amend the Agreement to reflect any reduction of funds.

22 **ARTICLE XXI CHANGE IN TERMS**

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

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

26 C. There shall be no change in CONSULTANT Project Manager or members of the project team, as listed as Key
27 Personnel in the approved Scope of Services, which is a part of this Agreement without prior written approval
28 by COUNTY Contract Administrator.

29 **ARTICLE XXII CONTINGENT FEE**

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

8 **ARTICLE XXIII DISPUTES**

9 A. Prior to either party commencing any legal action under this Agreement, the parties agree to try in good faith,
10 to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-
11 faith negotiations and as may be otherwise provided herein, then either party may commence legal action
12 against the other. This Agreement shall be governed by the laws of the State of California. Any legal action
13 related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the
14 State of California located in Riverside, California, and the parties waive any provision of law providing for a
15 change of venue to another location. In the event any provision in this Agreement is held by a court of competent
16 jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force
17 without being impaired or invalidated in any way.

18 B. Any dispute, other than audit, concerning a question of fact arising under this Agreement that is not disposed
19 of by agreement shall be decided by a committee consisting of COUNTY Contract Administrator and Director
20 of Transportation, or designee, who may consider written or verbal information submitted by CONSULTANT.

21 C. Not later than thirty (30) days after completion of all deliverables necessary to complete the plans, specifications
22 and estimate, CONSULTANT may request review by COUNTY Governing Board of unresolved claims or
23 disputes, other than audit. The request for review will be submitted in writing.

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

26 **ARTICLE XXIV INSPECTION OF WORK**

27 CONSULTANT and any subconsultant shall permit COUNTY, the state, and the FHWA if federal participating funds
28 are used in this Agreement; to review and inspect the project activities and files at all reasonable times during the
29 performance period of this Agreement.

1 **ARTICLE XXV SAFETY**

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

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

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

12 D. In the event CONSULTANT performs trenching of five (5) feet or deeper in the performance any service
13 provided under this Agreement, CONSULTANT must have a Division of Occupational Safety and Health (CAL-
14 OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any
15 practices, work, method, operation, or process related to the construction or excavation of trenches which are
16 five (5) feet or deeper.

17 **ARTICLE XXVI OWNERSHIP OF DATA**

18 A. It is mutually agreed that all materials prepared by CONSULTANT under this Agreement shall become the
19 property of COUNTY, and CONSULTANT shall have no property rights therein whatsoever. Immediately, upon
20 termination, COUNTY shall be entitled to, and CONSULTANT shall deliver to COUNTY, reports, investigations,
21 appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether
22 completed or not, and other such materials as may have been prepared or accumulated to date by
23 CONSULTANT in performing this Agreement which is not CONSULTANT's privileged information, as defined
24 by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to
25 COUNTY which is in CONSULTANT's possession. Publication of the information derived from work performed
26 or data obtained in connection with services rendered under this Agreement must be approved in writing by
27 COUNTY.

28 B. Additionally, it is agreed that the Parties intend this to be an Agreement for services and each considers the
29 products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire.

1 CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation,
2 copyright) belongs to and shall be the sole and exclusive property of COUNTY without restriction or limitation
3 upon its use or dissemination by COUNTY.

4 C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product
5 is suitable in any way for any other project except the one detailed in this Agreement. Any reuse by COUNTY
6 for another project or project location shall be at COUNTY's sole risk.

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

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

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

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

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

23 **ARTICLE XXVIII CONFIDENTIALITY OF DATA**

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

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

- 1 C. CONSULTANT shall not comment publicly to the press or any other media regarding the Agreement or
2 COUNTY's actions on the same, except to COUNTY's staff, CONSULTANT's own personnel involved in the
3 performance of this Agreement, at public hearings or in response to questions from a Legislative committee.
- 4 D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding
5 work performed or to be performed under this Agreement without prior review of the contents thereof by
6 COUNTY, and receipt of COUNTY's written permission.
- 7 E. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Article.
- 8 F. All information related to the construction estimate is confidential and shall not be disclosed by CONSULTANT
9 to any entity other than COUNTY, Caltrans, and/or FHWA. All of the materials prepared or assembled by
10 CONSULTANT pursuant to the performance of this Agreement are confidential and CONSULTANT agrees that
11 they shall not be made available to any individual or organization without the prior written approval of COUNTY
12 or except by court order. If CONSULTANT or any of its officers, employees, or subcontractors does voluntarily
13 provide information in violation of this Agreement, COUNTY has the right to reimbursement and indemnity from
14 CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited
15 to, COUNTY's attorney's fees and disbursements, including without limitation expert's fees and disbursements.

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

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

22 **ARTICLE XXX LEGAL COMPLIANCE**

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

28 **ARTICLE XXXI EVALUATION OF CONSULTANT**

29 CONSULTANT's performance will be evaluated by COUNTY. A copy of the evaluation will be sent to

1 CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the
2 Agreement record.

3 **ARTICLE XXXII RETENTION OF FUNDS**

4 A. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Article.
5 B. COUNTY will withhold the last ten percent (10%) of the budget for preparation of the final PS&E documents.
6 The ten percent (10%) retainage is to be held after ninety percent (90%) of the PS&E phase has been billed
7 and is not to be deducted from each invoice. The amount retained will be paid to CONSULTANT after COUNTY
8 has approved CONSULTANT's PS&E documents. The CONSULTANT, or subconsultant, shall return all
9 monies withheld in retention from a subconsultant within thirty (30) days after receiving payment. Federal law
10 (49 CFR 26.29) requires that any delay or postponement of payment over thirty (30) days may take place only
11 for good cause and with the COUNTY's prior written approval. Any violation of this provision shall subject the
12 violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified in Section
13 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair
14 any contractual, administrative, or judicial remedies, otherwise available to the CONSULTANT or subconsultant
15 in the event of a dispute involving late payment or nonpayment by the CONSULTANT, deficient subconsultant
16 performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime
17 consultant and subconsultants.

18 **ARTICLE XXXIII TITLE VI ASSURANCES**

19 CONSULTANT shall comply with the assurances set forth in Attachment D, Title VI Assurances, as applicable,
20 which is attached hereto and incorporated herein by reference.

21 **ARTICLE XXXIV NOTIFICATION**

22 All notices hereunder and communications regarding interpretation of the terms of this Agreement and changes
23 thereto, shall be affected by the mailing thereof by registered or certified mail, return receipt requested, postage
24 prepaid, and addressed to the CONSULTANT Project Manager and COUNTY Contract Administrator at the
25 respective addresses provided in Article I.B.

26 **ARTICLE XXXV CONTRACT**

27 A. The two parties to this Agreement, who are the before named CONSULTANT and the before named
28 COUNTY, hereby agree that this Agreement constitutes the entire agreement which is made and concluded
29 in triplicate between the two parties. Both of these parties for and in consideration of the payments to be

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made, conditions mentioned, and work to be performed, each agree to diligently perform in accordance with the terms and conditions of this Agreement as evidenced by the signatures below.

B. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ((“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

[SIGNATURE PAGE FOLLOWS]


ARTICLE XXXVI SIGNATURES

COUNTY Signatures

RECOMMENDED FOR APPROVAL:

CONSULTANT Signature

CONSULTANT:

 Dated: 9/9/2025

 Dated: 08/21/2025

Dennis Acuna
Director of Transportation

Adam Shaw
Managing Director

APPROVED AS TO FORM:

County Counsel

 Dated: _____

By Deputy

APPROVAL BY THE BOARD OF SUPERVISORS

 Dated: SEP 09 2025
V. MANUEL PEREZ

PRINTED NAME
Chair, Riverside County Board of Supervisors

ATTEST:

 Dated: SEP 09 2025

KIMBERLY RECTOR
Clerk of the Board (SEAL)
DEPUTY

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1 - Project Description

The project replaces the existing Mission Boulevard Bridge over the Santa Ana River and widens the roadway on each side of the bridge between Crestmore Road on the west and just past Scout Lane on the east. The new bridge includes two 12-foot lanes, two 14-foot lanes, two 8-foot shoulders, 4-foot median, and a 12-foot multipurpose trail. This project also includes installing drainage improvements, relocating utilities, either into or outside the new bridge, as required, constructing a maintenance ramp, installing bridge lighting, hardscape and aesthetic improvements and signage.

The project is located within the jurisdiction of the Cities of Riverside and Jurupa Valley with the COUNTY acting as the lead agency. Coordination with the Cities of Riverside and Jurupa Valley are required. All work will be conducted and prepared in accordance with COUNTY and/or Caltrans practices, regulations, policies, procedures, manuals, and standards, as appropriate and includes compliance with Federal Highway Administration requirements.

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

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 CONSULTANT 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 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 services; including highlights of any unusual contractual issues that arise during the reporting period and a listing of approved work that is beyond the 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 performance period.
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 CONSULTANT 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, City, 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 CONSULTANT will conduct public meetings before and during construction. The CONSULTANT 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. This plan should incorporate the measures related to Recreation noted in both the MMRP and ECR. These measures indicate that the Construction Contractor will develop a trail and Pedestrian Facilities Closure Plan.

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, archaeologist and paleontologist and/or others, to be determined at a later date and secured at reasonable rates.

The project also requires tribal monitoring from the Gabrieleño Band of Mission Indians-Kizh Nation (Tribe). CONSULTANT will enter into the final agreement with the Tribe. CONSULTANT will oversee coordination with Tribe for scheduling of monitoring as required and compensate Tribe.

The project also requires the installation of alternate bat roosting habitat (i.e. bat condo) adjacent to the bridge. CONSULTANT will coordinate the installation of the bat condo with the project contractor.

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, applicable permits, and 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, including the United States Army Corps of Engineers (USACE) Riverside Levees Rehabilitation Project.

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.

Deliverables:

CONSULTANT shall provide the following pre-construction coordination deliverables:

1. A Pre-Construction Coordination Plan, outlining key stakeholders, schedules, and responsibilities.
2. A Utility Relocation Tracking Log, updated regularly to reflect coordination efforts and status.
3. A Stakeholder Coordination Report, summarizing meetings, communications, and agreements with agencies, utility companies, and other involved parties.
4. Documentation of all permits, approvals, and pre-construction requirements obtained or facilitated.

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 provided in PDF format and saved in the project files.

Deliverables:

1. Draft project manual for review by the COUNTY. CONSULTANT will provide a PDF copy of the draft.
2. After review and comments, provide two (2) copies, bound in three ring binders 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 CONSULTANT’S 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, utility company representatives, biologist, archaeologists, and 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.

3.7 Environmental Compliance Prior to Start of Construction

Purpose:

To maintain compliance with the Projects' Mitigation Monitoring and Reporting Program (MMRP), Environmental Commitments Record (ECR), Amended Biological Opinion (Amended BO), permitting agency guidance and Special Provisions. Please see the MMRP, ECR, Amended BO and individual permits for more detailed information regarding activities, submittals, and reporting.

Assumptions:

That these activities will occur prior to the start of construction.

Deliverables:

1. Submit to USFWS and CDFW name of Project Biologist(s) at least 30 days prior to project construction start for approval by USFWS and CDFW.
2. Notify permitting agencies of start of construction as per individual permit conditions.
3. CONSULTANT'S Biologist, Archaeologist and Paleontologist shall implement Worker Environmental Awareness Program to educate on-site workers about sensitive environmental issues. CONSULTANT shall provide interpretation for non-English speaking workers.
4. CONSULTANT'S Biologist shall conduct all pre-construction surveys in accordance with the environmental document, MMRP, ECR, Amended BO and permits for Project within their specific survey timeframes. Species surveys include Least Bell's Vireo, Santa Ana Sucker, nesting birds, burrowing owl, bats and Santa Ana Woollystar.
5. CONSULTANT'S Biologist will assist with installation of bat and bird exclusion material and off-site bat roosting habitat support in accordance with the environmental document, MMRP, ECR, Amended BO and permits for Project.

Due to specific timeframes for conducting the required surveys, off-site bat roosting habitat installation and exclusionary measures for bats and birds, the County's Project Biologist that is working with the engineering team is prepared to conduct the required surveys and provide necessary support in an effort to ensure that survey windows are not missed, should the CONSULTANT's contract not be awarded in time to conduct the pre-construction survey and exclusionary measures within the required timeframes.

6. CONSULTANT's Biologist, which shall be approved by CDFW, shall oversee delineation of work boundary with appropriate fencing or flagging. Biologist shall determine and clearly delineate avoidance or buffer areas.

Plans that will be prepared and submitted to Wildlife agencies for approval prior to construction include the Santa Ana Sucker Avoidance Management Plan (SASAMP), Bat Mitigation, Monitoring and Protection Plan (BMMPP), Habitat Mitigation and Monitoring Plan (HMMP) for on- and off-site revegetation; these plans will be prepared by the County's Project environmental consultant that is working with the engineering team, but will need to be implemented by the CONSULTANT'S Biologist.

Plans that will need to be prepared by the CONSULTANT's Biologist include, but are not limited to, the Nesting Bird Plan and Burrowing Owl Plan.

7. CONSULTANT'S Biologist shall conduct the monitoring and reporting as outlined in the On-site HMMP and Off-site HMMP to ensure compliance with the HMMPs and success trend of the sites following the revegetation efforts of the sites. Monitoring and reporting will be for a period of at least five (5) years and until mitigation success criteria has been met. Monitoring reports will be submitted to COUNTY and regulatory agencies annually.
8. CONSULTANT'S Archaeologist shall implement on-site training, as-needed for monitoring and investigation of ground disturbing activities and coordination with tribal monitor. CONSULTANT'S Archaeologist shall oversee compliance of cultural and tribal measures included in the MMRP and ECR.
9. CONSULTANT'S Paleontologist shall prepare a Paleontological Resource Impact Mitigation Program (PRIMP) for the project, attend the pre-construction meeting, monitor excavation and grading activities in deposits with high paleontological sensitivity. CONSULTANT'S Paleontologist shall oversee compliance of paleontological resources measures included in the MMRP and ECR.

Depending on timing of CONSULTANT'S contract award, the PRIMP may be prepared by the County's Project environmental consultant that is working with the engineering team, prior to construction to ensure environmental compliance but will need to be implemented by the CONSULTANT'S Paleontologist.

10. At least 30 days prior to construction, COUNTY'S Project Biologist shall update (if-necessary) and submit the Santa Ana Sucker Avoidance Management Plan to CDFW.

4 – Construction Management Services

CONSULTANT, on behalf of the COUNTY, will provide construction management (CM) 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. CM 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 water quality requirements.
12. Discussion of utility company requirements.
13. 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 CONSULTANT'S 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 CONSULTANT'S 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. Description of major work performed for the month and projected work for the following month.
5. Change Order Log detailing associated costs and the status of approvals.
6. Identify actual and potential problems associated with the construction project and consult with the Project Manager and design engineer.
7. Evaluate Value Engineering Change Proposals (VECPs) and provide recommendations to the Engineer for acceptance or denial.
8. Potential Issues, pending change orders and executed change orders.
9. Photographs to show construction activities and for clarity regarding special issues.
10. 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, so that the project is not being delayed over issues within the control of the Contractor and ensure project is completed by the completion date issued in the contractor's Notice to Proceed.

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, CITY, 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 20 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 pay estimate based on the verified quantities of work completed and the percentage of work activities completed. 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 contractor's tailgate meetings.

4.10 Environmental Coordination and Biological/Cultural/Paleontological Monitoring

Purpose:

To verify the contractor has copies of the Project's Mitigation Monitoring and Reporting program (MMRP), Environmental Commitments Record (ECR), Amended Biological Opinion (Amended BO) applicable permits and that the work activities abide by the MMRP, ECR, Amended BO and requirements of the permits granted by regulatory agencies. All permits shall be kept current and renewed prior to expiration throughout the project duration.

The project also requires tribal monitoring from the Gabrieleño Band of Mission Indians- Kizh Nation (Tribe). The County will prepare the agreement for monitoring and CONSULTANT will enter into the agreement directly with the Tribe. The CONSULTANT'S Archaeologist will coordinate with the Tribe for scheduling of monitoring as required. The CONSULTANT will compensate the Tribe for monitoring costs and be reimbursed as an ODC by the COUNTY.

Approach:

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

Assumptions:

1. All permits will be provided to CONSULTANT for review.
2. All permits will be included in the contract documents.
3. CONSULTANT'S Biologist will ensure compliance with MMRP, ECR, Amended BO including permits and Stewardship Section of the project's Special Provisions. CONSULTANT's Archaeologist and Paleontologist will ensure compliance with MMRP, ECR, and Stewardship Section of the project's Special Provisions.
4. A certified Biologist will be provided by CONSULTANT'S sub-consultant. This Biologist shall be knowledgeable and experienced in biology of wildlife resources present at the Project including least Bell's vireo, Santa Ana Sucker, burrowing owl and bats.
5. The USFWS and CDFW 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.
6. A qualified ARCHAEOLOGIST who meets Secretary of the Interior standards will be provided by the CONSULTANT'S sub-consultant to provide on-site training, as needed monitoring or investigation of ground disturbing activities.

7. A certified paleontologist from Riverside County list of certified paleontologists will be provided by the Consultant's sub-consultant that is familiar with the paleontological resources within Riverside County.

Deliverables:

The CONSULTANT'S sub-consultant Biological Monitor will:

1. Develop a Worker Environmental Awareness Program. Each employee (including temporary, contractors, and subcontractors) will receive a training/awareness program. Interpretation for non-English speaking workers will be provided. 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 and CONTRACTOR 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 but not trap wildlife within project construction area. 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. ESA fencing shall be monitored daily.
3. Relocate any specified animals using traps or other methods acceptable to the USFWS and CDFW if necessary. Relocation sites must be identified by the wildlife agencies.
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 Wildlife Agencies 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 are maintained and clearly visible to personnel on foot and heavy equipment operators. Shall strictly limit contractor personnel from activities and vehicles outside the proposed project areas, staging areas, and routes of travel.
7. Monitor construction to ensure that vegetation removal, Best Management Practices (BMPs), ESA fencing, and all avoidance and minimization measures are properly constructed, maintained and observed.

8. Monitor that all equipment maintenance, cleaning, staging, and dispensing of fuel, oil, or any other such activities, will occur in designated upland areas 50 feet from any channel. 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 Regional Water Quality Control Board Waste Discharge Requirement Order.
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 per the Vehicle Equipment Treatment Plan. 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 per Weed Abatement Plan.
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 all trash will be placed in covered containers and removed from the site daily.
14. Monitor that no pets or firearms will be permitted inside the project's construction boundaries or other associated work areas.
15. Monitor least Bell's vireo and other bird species per Nesting Bird Management Plan and Burrowing Owl Protection Plan.
16. Biologist shall ensure that the MMRP and Environmental Commitments Record (ECR) activities are conducted and assist CONSULTANT in filling out MMRP and ECR.
17. Monitor that all soil/rock removal and storage activities will be restricted to the project footprint, including staging and detour locations, and that no activities will be authorized that extend beyond the boundaries of the project footprint.
18. A Paleontological Mitigation Plan has been prepared for Project. A paleontological monitor will monitor all subsurface-disturbing activities during construction. The Monitor will attend the preconstruction meeting. Monitor will provide paleontological resource awareness training prior to construction. A final summary report shall be prepared by monitor.
19. 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 Speed limits must be reduced to 5 MPH within wildlife corridors during nighttime construction.

20. 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.
21. Bat Mitigation, Monitoring, and Protection Plan (BMPP) has been prepared by the County's Project environmental consultant that is working with the engineering team, but will need to be implemented by the CONSULTANT'S Biologist. The BMPP details protective measures and buffers to be implemented prior to construction and during construction, among others measures in the 1600 permit. Included in these measures will be the inspection and removal of swallow nests in the fall to prevent bats from wintering over in them. Biologist shall oversee the removal of mature trees and snags by the two-step process.
22. Biologist shall monitor construction and removal of water diversion in accordance with Avoidance Management Plan for Santa Ana Sucker (SAS). Biologist shall be certified to handle and preserve SAS.
23. At the end of each work day, biologist or designee shall oversee the securing of all open trenches so that animals are unable to enter and become trapped.
24. Monitor is to ensure compliance with any U.S. Army Corps of Engineers 404 and 408 permit authorization, California Department of Fish and Wildlife 1600 permit, and the California Regional Water Quality Control Board Waste Discharge Requirement Order.
25. Monitor is to ensure compliance with the monitoring and reporting associated with the on- and off-site HMMPs for five (5) years.
26. Monitor shall wear Class II or Class III safety vest and hard hat 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.
27. All materials submitted will become the property of the COUNTY.

The CONSULTANT'S sub-consultant Paleontological Monitor will:

1. Provide a paleontologist from the Riverside County list of certified paleontologists to prepare a Paleontological Resources Impact Mitigation Program (PRIMP) for the proposed project. The PRIMP should be consistent with the guidelines of the Society of Vertebrate Paleontology (SVP) and include, but not be limited to, the following:
 2. The paleontologist, or his/her representative, shall attend a preconstruction meeting.
 3. Excavation and grading activities for roadway approach work and trenching in deposits with high paleontological sensitivity (Young Axial Channel Deposits beginning at a depth of more than 10 feet below the ground surface and Old Alluvial Fan Deposits, Unit 3) shall be monitored by a paleontological monitor following a PRIMP.
 4. No monitoring is required for drilling the piles or for excavations in rocks with no paleontological sensitivity (Artificial Fill; Very Young Wash Deposits, Undivided; Very

Young Wash Deposits, Unit 3; Young Axial Channel Deposits from the surface to a depth of 10 feet; Granite of Mount Rubidoux; and Granite of the Riverside Area).

5. If paleontological resources are encountered during the course of ground disturbance, the paleontological monitor shall have the authority to temporarily redirect construction away from the area of the find in order to assess its significance.
6. Collected resources shall be prepared to the point of identification, identified to the lowest taxonomic level possible, cataloged, and curated into the permanent collections of a scientific institution. A determination of the appropriate institution shall be made if scientifically significant fossils are recovered.

The CONSULTANT'S sub-consultant Cultural Monitor will:

1. Verify that prior to the commencement of construction activities, the construction Contractor(s) shall provide evidence to the County for review and approval that on-site work crews have been informed of the procedures to follow in the event an identified cultural resource is unearthed during construction, including contact information for the County and the qualified archeologist.
2. Verify that prior to the commencement of construction activities, the Construction Contractor provide evidence to the County for review and approval that a qualified archeologist who meets Secretary of the Interior standards has been retained to provide as-needed monitoring or investigation of ground disturbing activities. In the event no such resource is identified during project-related construction activities, no further mitigation is required.
3. Enforce that in the event previously unidentified cultural resources are unearthed during construction, all work within a minimum of 100 feet of the discovery shall cease and the County and the qualified archeologist shall be contacted within twenty-four hours. Construction activities outside the exclusion area shall be permitted to continue.
4. In the event any potential cultural/archaeological resource unearthed by project construction activities the Cultural Monitor will evaluate to determine eligibility for the California Register of Historical Resources or qualification as unique archaeological resources pursuant to CEQA. If the resource is determined by the Qualified Archeologist to constitute a "historical resource" pursuant to CEQA Guidelines Section 15064.5(a) or has a "unique archaeological resource" pursuant to Public Resources Code Section 21083.2(g), the Qualified Archeologist shall coordinate with the Construction Contractor and the County to develop a formal treatment plan that would serve to reduce impacts to the resources. The treatment plan established for the resources shall be in accordance with CEQA Guidelines Section 15064.5(f) for historical resources and Public Resources Code Sections 21083.2(b) for unique archaeological resources. Preservation in place (i.e., avoidance) is the preferred manner of treatment. If preservation in place is not feasible, treatment may include implementation of archaeological data recovery excavations to remove the resource along with subsequent laboratory processing and analysis. Any non-Native American historic cultural/archaeological resource shall be curated at a public, non-profit institution with a research interest in the materials.

5. The qualified archaeologist shall prepare a final report and appropriate California Department of Parks and Recreation Site Forms at the conclusion of treatment and/or following archaeological construction monitoring. The report shall include a description of resources unearthed, if any, treatment of the resources, results of the artifact processing, analysis, and research, and evaluation of the resources with respect to the California Register of Historical Resources. The report and the site forms shall be submitted by the Applicant to the City, the South Central Coastal Information Center and representatives of other appropriate agencies.
6. Ensure compliance the tribal measures included in the MMRP and ECR. In addition to the tribal monitoring agreement with the Gabrieleño Band of Mission Indians-Kizh Nation.

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, Caltrans, and public information offices of neighboring Cities.

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 City traffic engineering offices.

Assumptions:

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

Any Contractor's 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 City 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 with 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 a software similar to Expedition, and facilitate a 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 that the certified payroll reports contain the required information as specified in 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 craftsperson. 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:

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

4. CONSULTANT will document site conditions with respect to SWPPP and BMP weekly and maintain a separate file for said reports.
5. CONSULTANT must review and approve all reporting by contractors QSD/QSP.
6. CONSULTANT shall assure that QSD/QSP are fulfilling their duties in compliance with CGP.
7. CONSULTANT shall review/approve all amendments to the SWPPP.

Deliverables:

Contractor(s)' SWPPP monitoring reports and CONSULTANT documentation of site conditions kept in project file for the record and regularly submit copies to the COUNTY NPDES coordinator.

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. CM 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, Geotechnical Engineering Services, 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. Provide geological/geotechnical engineering reports to support drilling/subsurface exploration and geophysical investigations.

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 CM.
2. CONSULTANT shall provide material testers and laboratory technicians who are experienced and qualified for the inspection required.

3. CONSULTANT will ensure 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 CM 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 coordinate and support 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 Mission Boulevard Bridge Project.

Approach:

CONSULTANT will manage 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. 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.
2. CONSULTANT will ensure 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.

3. CONSULTANT will provide field office support and office space to the survey crews and check field staking notes after staking.
4. Where conflicts between Caltrans guidance and County guidance occurs, County guidance will be followed.

Assumptions:

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

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 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, 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 (City) 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. CONSULTANT will 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, CITY, and the Contractor. CONSULTANT, with assistance from the COUNTY, the Designer and CITY 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 and CITY 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 CITY.

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. Preparation of supporting information for NOT.
4. Copy of the Contractor’s performance bond, good for the warranty period.
5. 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 City 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, City, 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 CM/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.

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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 Agreement and with the following additional Performance Requirements. Time is of the essence in this Agreement.

ARTICLE BII • PERFORMANCE REQUIREMENTS

A. PHASES

This Agreement 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 | September 1, 2025, to March 31, 2026 |
| II. Construction | April 1, 2026, to April 30, 2029 |
| III. Post-Construction | May 1, 2029, to May 31, 2029 |

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 Agreement.

ATTACHMENT C • COMPENSATION PLAN

ARTICLE CI • INTRODUCTION

Satisfactory performance and completion of the services under this Agreement shall be compensated in accordance with "ARTICLE V ALLOWABLE COSTS AND PAYMENTS" and "ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS" of this Agreement.

ARTICLE CII • ELEMENTS OF COMPENSATION

Compensation for the services provided will be comprised of the following elements:

A. HOURLY RATES FOR CONSULTANT

CONSULTANT's hourly rates shall be paid in accordance with the approved Cost Proposal.

B. OUTSIDE SERVICES

Outside services shall be paid in accordance with the approved Cost Proposal. Billings for Outside Services shall be submitted along with the 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 Attachment B, Schedule of Services, shall be listed separately. The charges for each individual assigned under this Agreement shall be listed separately.
3. Each invoice shall bear a certification signed by the CONSULTANT 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 • COST PROPOSAL

The following cost 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 agreement. The total amount of the contract is not to exceed **\$9,149,454.28**.

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Cost Proposals

Mission Boulevard Bridge Project - Contract 23-08-002																																										
Proposed Budget for Construction Management & Inspection Services																																										
Construction Manager	Pre-Construction/ PS&E Support			Construction & Closeout			Post-Construction			Total Total Cost																																
	Hours	Billing Rate	Total Cost	Hours	Billing Rate	Total Cost	Hours	Billing Rate	Total Cost																																	
Accenture Infrastructure and Capital Projects, LLC																																										
Project Manager/ RE	Lucas Rathe	120	\$273.99	\$ 32,879.30	3,632	\$ 273.99	\$ 995,146.79	20	\$ 273.99	\$ 5,479.88	3,772	\$ 1,033,505.97																														
Assistant Resident Engineer	Musaab Al Madhadi	60	\$187.50	\$ 11,250.14	6,240	\$ 187.50	\$ 1,170,014.38	192	\$ 187.50	\$ 36,000.44	6,492	\$ 1,217,264.96																														
Civil/Str Inspector (As Needed)	Rajan Kariya	-	\$185.22	\$ -	4,800	\$ 185.22	\$ 889,069.00	-	\$ 185.22	\$ -	4,800	\$ 889,069.00																														
Structures Inspector	Farzad Vakhtabar	-	\$186.31	\$ -	3,360	\$ 186.31	\$ 625,992.11	-	\$ 186.31	\$ -	3,360	\$ 625,992.11																														
Office Engineer	Wendi Carducci	40	\$115.13	\$ 4,605.23	6,240	\$ 115.13	\$ 718,415.34	680	\$ 115.13	\$ 78,288.85	6,960	\$ 801,309.42																														
USACE Coordinator	Marc Gravellese	-	\$223.56	\$ -	224	\$ 223.56	\$ 50,076.39	-	\$ 223.56	\$ -	224	\$ 50,076.39																														
ODC - Vehicles + Tribal Monitoring + Bat Box Construction + CMIS		-	\$ -	\$ -	-	\$ -	\$ 325,226.76	-	\$ -	\$ -	-	\$ 325,226.76																														
SUBTOTAL		100	\$ -	\$ 48,734.65	20,864	\$ -	\$ 4,773,940.77	872	\$ -	\$ 119,769.18	21,836	\$ 4,942,444.61																														
Subconsultants																																										
Connect & Company																																										
Communication Officer	Andrea Suarez	0	\$218.64	\$ -	421	\$ 218.64	\$ 92,047.72	-	\$ 218.64	\$ -	421	\$ 92,047.72																														
Communication Manager	Jessica Sanchez	0	\$118.54	\$ -	922	\$ 118.54	\$ 109,294.00	-	\$ 118.54	\$ -	922	\$ 109,294.00																														
Artistic Director/Graphic Designer	Christine Feldman	0	\$151.48	\$ -	143	\$ 151.48	\$ 21,661.74	-	\$ 151.48	\$ -	143	\$ 21,661.74																														
Communications Coordinator	Jenessa Sanchez	0	\$79.03	\$ -	189	\$ 79.03	\$ 14,936.06	-	\$ 79.03	\$ -	189	\$ 14,936.06																														
ODC		-	\$ -	\$ -	-	\$ -	\$ 30,700.00	-	\$ -	\$ -	-	\$ 30,700.00																														
SUBTOTAL		-	\$ -	\$ -	1,675	\$ -	\$ 268,639.52	-	\$ -	\$ -	1,675	\$ 268,639.52																														
Dynamic Engineering Systems Inc																																										
Labor Compliance Officer	Chia Ch Wang	-	\$208.56	\$ -	172	\$ 208.56	\$ 35,872.77	120	\$ 208.56	\$ 25,027.52	292	\$ 60,900.29																														
Electrical Inspection	John Kammor	-	\$183.02	\$ -	708	\$ 183.02	\$ 129,580.88	-	\$ 183.02	\$ -	708	\$ 129,580.88																														
Electrical Inspection	Steve Brown	-	\$179.23	\$ -	-	\$ 179.23	\$ -	-	\$ 179.23	\$ -	-	\$ -																														
Electrical Inspection	Michael Roush	-	\$179.23	\$ -	-	\$ 179.23	\$ -	-	\$ 179.23	\$ -	-	\$ -																														
LC Assistant	Michael Evolina	-	\$78.89	\$ -	-	\$ 78.89	\$ -	-	\$ 78.89	\$ -	-	\$ -																														
ODC		-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -																														
SUBTOTAL		-	\$ -	\$ -	880	\$ -	\$ 165,453.65	120	\$ 25,027.52	\$ 25,027.52	1,000	\$ 190,481.17																														
Verdantas (fmlly, Leighton Consulting)																																										
Project Manager	Simon Said, PE, GE	-	\$314.56	\$ -	66	\$ 314.56	\$ 20,761.25	-	\$ 314.56	\$ -	66	\$ 20,761.25																														
Group 1 - Soils Tester	various names	-	\$231.99	\$ -	1,140	\$ 231.99	\$ 264,466.78	-	\$ 231.99	\$ -	1,140	\$ 264,466.78																														
Sr. Staff Geologist	Jeffery DeLand	-	\$119.25	\$ -	118	\$ 119.25	\$ 14,071.99	-	\$ 119.25	\$ -	118	\$ 14,071.99																														
Field Supervisor	Avi Schwartz	-	\$127.30	\$ -	52	\$ 127.30	\$ 6,619.41	-	\$ 127.30	\$ -	52	\$ 6,619.41																														
Sr. Staff Engineer	Jason Choi, EIT	-	\$124.68	\$ -	53	\$ 124.68	\$ 6,608.18	-	\$ 124.68	\$ -	53	\$ 6,608.18																														
Sr. Project Engineer	Bashir Said, PE	-	\$171.70	\$ -	53	\$ 171.70	\$ 9,100.14	-	\$ 171.70	\$ -	53	\$ 9,100.14																														
Dispatcher	Christian McCoy	-	\$90.07	\$ -	28	\$ 90.07	\$ 2,522.03	-	\$ 90.07	\$ -	28	\$ 2,522.03																														
Admin Support	D. Meggers / Cristina Dy	-	\$96.31	\$ -	30	\$ 96.31	\$ 2,889.16	-	\$ 96.31	\$ -	30	\$ 2,889.16																														
Admin Support	Vika Malu	-	\$112.02	\$ -	30	\$ 112.02	\$ 3,360.49	-	\$ 112.02	\$ -	30	\$ 3,360.49																														
Materials Engineer	Roderick Marcia, PE	-	\$267.75	\$ -	33	\$ 267.75	\$ 8,835.66	-	\$ 267.75	\$ -	33	\$ 8,835.66																														
ODC		-	\$ -	\$ -	-	\$ -	\$ 220,000.00	-	\$ -	\$ -	-	\$ 220,000.00																														
SUBTOTAL		-	\$ -	\$ -	1,603	\$ -	\$ 559,235.09	-	\$ -	\$ -	1,603	\$ 559,235.09																														
TY Lin International																																										
Structures Representative	John Buckley	-	\$275.69	\$ -	3,960	\$ 275.69	\$ 1,091,744.91	0	\$ 275.69	\$ -	3,960	\$ 1,091,744.91																														
ODC		-	\$ -	\$ -	-	\$ -	\$ 43,500.00	-	\$ -	\$ -	-	\$ 43,500.00																														
SUBTOTAL		-	\$ -	\$ -	3,960	\$ -	\$ 1,135,244.91	-	\$ -	\$ -	3,960	\$ 1,135,244.91																														
UltraSystems																																										
Project Director	Betsy Lindsay	-	\$179.76	\$ -	40	\$ 179.76	\$ 7,190.30	-	\$ 179.76	\$ -	40	\$ 7,190.30																														
Project Manager/Biologist	Michelle Tolett	80	\$118.19	\$ 9,455.42	257	\$ 118.19	\$ 30,375.55	-	\$ 118.19	\$ -	337	\$ 39,830.97																														
Deputy PM/Regulatory Specialist	Allison Carver	40	\$100.77	\$ 4,030.75	270	\$ 100.77	\$ 27,207.58	-	\$ 100.77	\$ -	310	\$ 31,238.33																														
Field Biologist	Matthew Sutton	120	\$82.49	\$ 9,898.38	1,097	\$ 82.49	\$ 90,487.73	-	\$ 82.49	\$ -	1,217	\$ 100,386.11																														
Field Biologist	Zachary Jackson	-	\$76.78	\$ -	692	\$ 76.78	\$ 53,131.30	-	\$ 76.78	\$ -	692	\$ 53,131.30																														
Assistant Biologist	Audrey McNamara	-	\$79.76	\$ -	140	\$ 79.76	\$ 11,166.85	-	\$ 79.76	\$ -	140	\$ 11,166.85																														
GIS Analyst	Billy Brekenridge	-	\$99.80	\$ -	105	\$ 99.80	\$ 10,479.08	-	\$ 99.80	\$ -	105	\$ 10,479.08																														
GIS Analyst	Gulben Kaplan	-	\$81.48	\$ -	225	\$ 81.48	\$ 18,333.32	-	\$ 81.48	\$ -	225	\$ 18,333.32																														
Cultural Resources	Stephen O'Neil	-	\$80.93	\$ -	590	\$ 80.93	\$ 47,746.21	-	\$ 80.93	\$ -	590	\$ 47,746.21																														
Cultural Resources	Megan Black(Doukakis)	-	\$77.78	\$ -	370	\$ 77.78	\$ 28,778.16	-	\$ 77.78	\$ -	370	\$ 28,778.16																														
Word Processing	Andrew Soto	-	\$62.32	\$ -	10	\$ 62.32	\$ 623.15	-	\$ 62.32	\$ -	10	\$ 623.15																														
HMMP Monitor	TBD	-	\$100.00	\$ -	780	\$ 100.00	\$ 78,000.00	-	\$ 100.00	\$ -	780	\$ 78,000.00																														
Restoration Services	TBD	-	\$100.00	\$ -	-	\$ -	\$ -	1,600	\$ 100.00	\$ 160,000.00	1,600	\$ 160,000.00																														
ODC - Mileage + Paleo Plan		-	\$ -	\$ -	-	\$ -	\$ 19,600.00	-	\$ -	\$ -	-	\$ 19,600.00																														
SUBTOTAL		240	\$ 23,384.56	\$ 23,384.56	4,576	\$ -	\$ 423,119.22	1,600	\$ 160,000.00	\$ 160,000.00	6,416	\$ 606,503.78																														
Z&K Consulting																																										
Structure Inspector - SME	Zack Faqih	-	\$ 278.97	\$ -	4,360	\$ 278.97	\$ 1,216,309.20	-	\$ 278.97	\$ -	4,360	\$ 1,216,309.20																														
Structure Inspector -	TBD	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -																														
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ROLE	NAME 7	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -																														
ODC	Vehicle	-	\$ -	\$ -	-	\$ -	\$ 37,800.00	-	\$ -	\$ -	-	\$ 37,800.00																														
SUBTOTAL		-	\$ -	\$ -	4,360	\$ -	\$ 1,254,109.20	-	\$ -	\$ -	4,360	\$ 1,254,109.20																														
ZTC Consulting																																										
Principal Engineer/PM	Farzad Tashbihgou	-	\$205.46	\$ -	54	\$ 205.46	\$ 11,094.68	-	\$ 205.46	\$ -	54	\$ 11,094.68																														
Structural Material Rep.	Derrick Hobbs	-	\$135.36	\$ -	210	\$ 135.36	\$ 28,425.59	-	\$ 135.36	\$ -	210	\$ 28,425.59																														
Assistant SMR	Cole Holberg	-	\$101.52	\$ -	210	\$ 101.52	\$ 21,319.19	-	\$ 101.52	\$ -	210	\$ 21,319.19																														
QA Lead	William Kent	-	\$174.03	\$ -	105	\$ 174.03	\$ 18,273.60	-	\$ 174.03	\$ -	105	\$ 18,273.60																														
QA Inspector	Andrew Soria	-	\$143.83	\$ -	105	\$ 143.83	\$ 15,102.33	-	\$ 143.83	\$ -	105	\$ 15,102.33																														
QA Inspector	Nathan Liszewski	-	\$135.36	\$ -	105	\$ 135.36	\$ 14,212.80	-	\$ 135.36	\$ -	105	\$ 14,212.80																														
QA Inspector	Paul Mortsolf	-	\$120.86	\$ -	70	\$ 120.86	\$ 8,460.00	-	\$ 120.86	\$ -	70	\$ 8,460.00																														
QA Technician	Richard Corona	-	\$114.83	\$ -	70	\$ 114.83	\$ 8,037.82	-	\$ 114.83	\$ -	70	\$ 8,037.82																														
ODC		-	\$ -	\$ -	-	\$ -	\$ 67,870.00	-	\$ -	\$ -	-	\$ 67,870.00																														
SUBTOTAL		-	\$ -	\$ -	929	\$ -	\$ 192,796.01	-	\$ -	\$ -	929	\$ 192,796.01																														
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2">TOTAL PROJECT COST</th> <th colspan="3">Pre-Construction</th> <th colspan="3">Construction</th> <th colspan="3">Restoration Costs</th> <th rowspan="2">Total Total Cost</th> </tr> <tr> <th>Hours</th> <th>Billing Rate</th> <th>Total Cost</th> <th>Hours</th> <th>Billing Rate</th> <th>Total Cost</th> <th>Hours</th> <th>Billing Rate</th> <th>Total Cost</th> </tr> </thead> <tbody> <tr> <td></td> <td>340</td> <td>\$ -</td> <td>\$ 72,119.22</td> <td>38,847</td> <td>\$ -</td> <td>\$ 8,772,538.36</td> <td>2,592</td> <td>\$ -</td> <td>\$ 304,796.69</td> <td>41,779</td> <td>\$ 9,149,454.28</td> </tr> </tbody> </table>											TOTAL PROJECT COST	Pre-Construction			Construction			Restoration Costs			Total Total Cost	Hours	Billing Rate	Total Cost	Hours	Billing Rate	Total Cost	Hours	Billing Rate	Total Cost		340	\$ -	\$ 72,119.22	38,847	\$ -	\$ 8,772,538.36	2,592	\$ -	\$ 304,796.69	41,779	\$ 9,149,454.28
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<p>1) Cost Proposal is based on Average 160hrs/month for the entire project duration of a 36 Month construction contract (plus 5 months before for constructability and 12 months after for establishment) - Holidays include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving (2 days), and Christmas.</p> <p>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 Overtime and Fee multipliers included.</p> <p>3) Overtime, weather, holidays and potential time extensions or delays may result in additional construction management services. Surveying and Material Testing costs are an estimate. Salary escalations during the term of this contract will reflect County of Riverside increases.</p> <p>4) Prevailing Wage - Wages for inspection subject to Calif. Labor Code Section 1772. Overtime will be paid in accordance with applicable labor laws.</p>																																										

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)

Please Note: Consultant completes all items in yellow highlight.

CONSULTANT: _____ Connect And Company, PROJECT NO. _____ Mission Boulevard Bridge Project, CONTRACT NO. _____, PRIME _____, SUB _____, DATE: _____, 1-6-23

Name/Classification	Office	Effective Date	Hourly Rate	Prevailing Wage Rate established by State DOR		Employee Actual Rate		Employee Total Rate - DOR		DELTA (BASE) - DOR Rate		DELTA (TOTAL) - DOR Rate		Applicable DELTA FRINGE = DELTA TOTAL - DELTA (Employee - DOR)		Applicable DELTA FRINGE = DELTA (TOTAL) - DELTA (Employee - DOR)		Applicable DELTA FRINGE = DELTA (TOTAL) - DELTA (Employee - DOR)		Applicable DELTA FRINGE = DELTA (TOTAL) - DELTA (Employee - DOR)		Applicable DELTA FRINGE = DELTA (TOTAL) - DELTA (Employee - DOR)		Hourly Rate for Class																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																						
				From	To	Base Salary	Fringe	Base Salary	Fringe	Base Salary	Fringe	Base Salary	Fringe	Base Salary	Fringe	Base Salary	Fringe	Base Salary	Fringe	Base Salary	Fringe	Base Salary	Fringe		Base Salary	Fringe																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																				
Andreas Suarez Communications Director	Field	7/1/2023	6/30/2024	13.07	2.07	15.07	2.07	17.07	2.07	19.07	2.07	21.07	2.07	23.07	2.07	25.07	2.07	27.07	2.07	29.07	2.07	31.07	2.07	33.07	2.07	35.07	2.07	37.07	2.07	39.07	2.07	41.07	2.07	43.07	2.07	45.07	2.07	47.07	2.07	49.07	2.07	51.07	2.07	53.07	2.07	55.07	2.07	57.07	2.07	59.07	2.07	61.07	2.07	63.07	2.07	65.07	2.07	67.07	2.07	69.07	2.07	71.07	2.07	73.07	2.07	75.07	2.07	77.07	2.07	79.07	2.07	81.07	2.07	83.07	2.07	85.07	2.07	87.07	2.07	89.07	2.07	91.07	2.07	93.07	2.07	95.07	2.07	97.07	2.07	99.07	2.07	101.07	2.07	103.07	2.07	105.07	2.07	107.07	2.07	109.07	2.07	111.07	2.07	113.07	2.07	115.07	2.07	117.07	2.07	119.07	2.07	121.07	2.07	123.07	2.07	125.07	2.07	127.07	2.07	129.07	2.07	131.07	2.07	133.07	2.07	135.07	2.07	137.07	2.07	139.07	2.07	141.07	2.07	143.07	2.07	145.07	2.07	147.07	2.07	149.07	2.07	151.07	2.07	153.07	2.07	155.07	2.07	157.07	2.07	159.07	2.07	161.07	2.07	163.07	2.07	165.07	2.07	167.07	2.07	169.07	2.07	171.07	2.07	173.07	2.07	175.07	2.07	177.07	2.07	179.07	2.07	181.07	2.07	183.07	2.07	185.07	2.07	187.07	2.07	189.07	2.07	191.07	2.07	193.07	2.07	195.07	2.07	197.07	2.07	199.07	2.07	201.07	2.07	203.07	2.07	205.07	2.07	207.07	2.07	209.07	2.07	211.07	2.07	213.07	2.07	215.07	2.07	217.07	2.07	219.07	2.07	221.07	2.07	223.07	2.07	225.07	2.07	227.07	2.07	229.07	2.07	231.07	2.07	233.07	2.07	235.07	2.07	237.07	2.07	239.07	2.07	241.07	2.07	243.07	2.07	245.07	2.07	247.07	2.07	249.07	2.07	251.07	2.07	253.07	2.07	255.07	2.07	257.07	2.07	259.07	2.07	261.07	2.07	263.07	2.07	265.07	2.07	267.07	2.07	269.07	2.07	271.07	2.07	273.07	2.07	275.07	2.07	277.07	2.07	279.07	2.07	281.07	2.07	283.07	2.07	285.07	2.07	287.07	2.07	289.07	2.07	291.07	2.07	293.07	2.07	295.07	2.07	297.07	2.07	299.07	2.07	301.07	2.07	303.07	2.07	305.07	2.07	307.07	2.07	309.07	2.07	311.07	2.07	313.07	2.07	315.07	2.07	317.07	2.07	319.07	2.07	321.07	2.07	323.07	2.07	325.07	2.07	327.07	2.07	329.07	2.07	331.07	2.07	333.07	2.07	335.07	2.07	337.07	2.07	339.07	2.07	341.07	2.07	343.07	2.07	345.07	2.07	347.07	2.07	349.07	2.07	351.07	2.07	353.07	2.07	355.07	2.07	357.07	2.07	359.07	2.07	361.07	2.07	363.07	2.07	365.07	2.07	367.07	2.07	369.07	2.07	371.07	2.07	373.07	2.07	375.07	2.07	377.07	2.07	379.07	2.07	381.07	2.07	383.07	2.07	385.07	2.07	387.07	2.07	389.07	2.07	391.07	2.07	393.07	2.07	395.07	2.07	397.07	2.07	399.07	2.07	401.07	2.07	403.07	2.07	405.07	2.07	407.07	2.07	409.07	2.07	411.07	2.07	413.07	2.07	415.07	2.07	417.07	2.07	419.07	2.07	421.07	2.07	423.07	2.07	425.07	2.07	427.07	2.07	429.07	2.07	431.07	2.07	433.07	2.07	435.07	2.07	437.07	2.07	439.07	2.07	441.07	2.07	443.07	2.07	445.07	2.07	447.07	2.07	449.07	2.07	451.07	2.07	453.07	2.07	455.07	2.07	457.07	2.07	459.07	2.07	461.07	2.07	463.07	2.07	465.07	2.07	467.07	2.07	469.07	2.07	471.07	2.07	473.07	2.07	475.07	2.07	477.07	2.07	479.07	2.07	481.07	2.07	483.07	2.07	485.07	2.07	487.07	2.07	489.07	2.07	491.07	2.07	493.07	2.07	495.07	2.07	497.07	2.07	499.07	2.07	501.07	2.07	503.07	2.07	505.07	2.07	507.07	2.07	509.07	2.07	511.07	2.07	513.07	2.07	515.07	2.07	517.07	2.07	519.07	2.07	521.07	2.07	523.07	2.07	525.07	2.07	527.07	2.07	529.07	2.07	531.07	2.07	533.07	2.07	535.07	2.07	537.07	2.07	539.07	2.07	541.07	2.07	543.07	2.07	545.07	2.07	547.07	2.07	549.07	2.07	551.07	2.07	553.07	2.07	555.07	2.07	557.07	2.07	559.07	2.07	561.07	2.07	563.07	2.07	565.07	2.07	567.07	2.07	569.07	2.07	571.07	2.07	573.07	2.07	575.07	2.07	577.07	2.07	579.07	2.07	581.07	2.07	583.07	2.07	585.07	2.07	587.07	2.07	589.07	2.07	591.07	2.07	593.07	2.07	595.07	2.07	597.07	2.07	599.07	2.07	601.07	2.07	603.07	2.07	605.07	2.07	607.07	2.07	609.07	2.07	611.07	2.07	613.07	2.07	615.07	2.07	617.07	2.07	619.07	2.07	621.07	2.07	623.07	2.07	625.07	2.07	627.07	2.07	629.07	2.07	631.07	2.07	633.07	2.07	635.07	2.07	637.07	2.07	639.07	2.07	641.07	2.07	643.07	2.07	645.07	2.07	647.07	2.07	649.07	2.07	651.07	2.07	653.07	2.07	655.07	2.07	657.07	2.07	659.07	2.07	661.07	2.07	663.07	2.07	665.07	2.07	667.07	2.07	669.07	2.07	671.07	2.07	673.07	2.07	675.07	2.07	677.07	2.07	679.07	2.07	681.07	2.07	683.07	2.07	685.07	2.07	687.07	2.07	689.07	2.07	691.07	2.07	693.07	2.07	695.07	2.07	697.07	2.07	699.07	2.07	701.07	2.07	703.07	2.07	705.07	2.07	707.07	2.07	709.07	2.07	711.07	2.07	713.07	2.07	715.07	2.07	717.07	2.07	719.07	2.07	721.07	2.07	723.07	2.07	725.07	2.07	727.07	2.07	729.07	2.07	731.07	2.07	733.07	2.07	735.07	2.07	737.07	2.07	739.07	2.07	741.07	2.07	743.07	2.07	745.07	2.07	747.07	2.07	749.07	2.07	751.07	2.07	753.07	2.07	755.07	2.07	757.07	2.07	759.07	2.07	761.07	2.07	763.07	2.07	765.07	2.07	767.07	2.07	769.07	2.07	771.07	2.07	773.07	2.07	775.07	2.07	777.07	2.07	779.07	2.07	781.07	2.07	783.07	2.07	785.07	2.07	787.07	2.07	789.07	2.07	791.07	2.07	793.07	2.07	795.07	2.07	797.07	2.07	799.07	2.07	801.07	2.07	803.07	2.07	805.07	2.07	807.07	2.07	809.07	2.07	811.07	2.07	813.07	2.07	815.07	2.07	817.07	2.07	819.07	2.07	821.07	2.07	823.07	2.07	825.07	2.07	827.07	2.07	829.07	2.07	831.07	2.07	833.07	2.07	835.07	2.07	837.07	2.07	839.07	2.07	841.07	2.07	843.07	2.07	845.07	2.07	847.07	2.07	849.07	2.07	851.07	2.07	853.07	2.07	855.07	2.07	857.07	2.07	859.07	2.07	861.07	2.07	863.07	2.07	865.07	2.07	867.07	2.07	869.07	2.07	871.07	2.07	873.07	2.07	875.07	2.07	877.07	2.07	879.07	2.07	881.07	2.07	883.07	2.07	885.07	2.07	887.07	2.07	889.07	2.07	891.07	2.07	893.07	2.07	895.07	2.07	897.07	2.07	899.07	2.07	901.07	2.07	903.07	2.07	905.07	2.07	907.07	2.07	909.07	2.07	911.07	2.07	913.07	2.07	915.07	2.07	917.07	2.07	919.07	2.07	921.07	2.07	923.07	2.07	925.07	2.07	927.07	2.07	929.07	2.07	931.07	2.07	933.07	2.07	935.07	2.07	937.07	2.07	939.07	2.07	941.07	2.07	943.07	2.07	945.07	2.07	947.07	2.07	949.07	2.07	951.07	2.07	953.07	2.07	955.07	2.07	957.07	2.07	959.07	2.07	961.07	2.07	963.07	2.07	965.07	2.07	967.07	2.07	969.07	2.07	971.07	2.07	973.07	2.07	975.07	2.07	977.07	2.07	979.07	2.07	981.07	2.07	983.07	2.07	985.07	2.07	987.07	2.07	989.07	2.07	991.07	2.07	993.07	2.07	995.07	2.07	997.07	2.07	999.07	2.07	1001.07	2.07	1003.07	2.07	1005.07	2.07	1007.07	2.07	1009.07	2.07	1011.07	2.07	1013.07	2.07	1015.07	2.07	1017.07	2.07	1019.07	2.07	1021.07	2.07	1023.07	2.07	1025.07	2.07	1027.07	2.07	1029.07	2.07	1031.07	2.07	1033.07	2.07	1035.07	2.07	1037.07	2.07	1039.07	2.07	1041.07	2.07	1043.07	2.07	1045.07	2.07	1047.07	2.07	1049.07	2.07	1051.07	2.07	1053.07	2.07	1055.07	2.07	1057.07	2.07	1059.07	2.07	1061.07	2.07	1063.0

COST PROPOSAL : FOR CONTRACTS WITH PREVAILING WAGES

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

Please Note: Consultant completes all items in yellow highlight

CONSULTANT Dynamic Engineering Systems Inc. PRIME SUB X

CONTRACT TYPE Cost + Fixed Fee

(LIST ONE OF THE ABOVE LISTED CONTRACT TYPES)

PROJECT NO. Mission Boulevard Bridge Project CONTRACT NO. DATE Feb-23

Loaded Rate Calculation

Non-Exempt Employee Loaded Billing Rates
 A) Straight Time = Actual Hourly Rate * (1 + Field O.H.) * (1 + Fee) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe)
 B) 1.5X or 2.0X Overtime = (Actual Hourly Rate) * (1 + Field O.H.) * (1 + Fee) + 1.5X or 2.0X (Actual Hourly Rate) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe)
 C) Straight Time or 1.5X or 2.0X Overtime = Actual Hourly Rate * (1 + Field O.H.) * (1 + Fee) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe)

Home Office Personnel:	Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL	0.00%	136.00%	0.00%	136.00%
OVERTIME	0.00%	136.00%	0.00%	136.00%
Field Office Personnel:	Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL	0.00%	136.00%	0.00%	136.00%
OVERTIME	0.00%	136.00%	0.00%	136.00%

Name/Classification	Home Office Personnel	Effective Date of Rate	Prevailing Wage Rate established by State DIRM SC-25-63-2-2022-ID (only applicable for prevailing wage work)												Employee Actual Rate (fringe benefits vary year over year)						DELTA (TOTAL) = Employee Total Rate - DIR Rate						Applicable DELTA (BASE) = DELTA (TOTAL) - Employee Base - DIR Base						Applicable DELTA FRINGE = DELTA (TOTAL) - DELTA (Employee - DIR)						Applicable Multiplier Delta Base (Fringe)			Applicable Multiplier Delta Fringe (Fringe)			Actual Hourly Rate and/or Average Hourly Rate	Hourly Range for Class
			Base Salary		Fringe		Total Base Salary + Fringe Benefits		Base Salary		Fringe		Total Base + Fringe		Employee Total Rate - DIR Rate		DELTA (TOTAL)		Employee Base - DIR Base		DELTA (TOTAL) - DELTA (Employee - DIR)		DELTA (TOTAL) - DELTA (Employee - DIR)		DELTA (TOTAL) - DELTA (Employee - DIR)		DELTA (TOTAL) - DELTA (Employee - DIR)		DELTA (TOTAL) - DELTA (Employee - DIR)		DELTA (TOTAL) - DELTA (Employee - DIR)		DELTA (TOTAL) - DELTA (Employee - DIR)													
			From	To	Straight	1.5 OT	2.0 OT	Benefits	Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Fringe	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	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	OT (1.5x)	OT (2x)	Escalation Increase									
John Kanner, Senior Construction Inspector Electrical	FIELD	7/1/2023	6/30/2024	\$60.46	\$90.69	\$120.92	\$30.79	\$91.25	\$121.48	\$151.71	\$68.00	\$102.00	\$136.00	\$23.52	\$91.52	\$125.52	\$156.52	\$5.27	\$4.04	\$7.81	\$0.00	\$11.31	\$15.08	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$176.53	\$210.53	\$244.53	3.00%	\$ 68.00	N/A					
		7/1/2024	6/30/2025	\$64.46	\$96.69	\$128.92	\$30.79	\$95.25	\$127.48	\$159.71	\$70.04	\$105.00	\$140.00	\$24.01	\$94.05	\$129.07	\$164.09	\$1.20	\$1.59	\$4.38	\$0.00	\$11.20	\$15.16	\$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	\$182.02	\$216.84	\$251.86	3.00%		\$ 70.04				
		7/1/2025	6/30/2026	\$64.46	\$96.69	\$128.92	\$30.79	\$95.25	\$127.48	\$159.71	\$72.14	\$108.21	\$144.28	\$24.51	\$96.65	\$132.72	\$168.79	\$1.40	\$5.24	\$9.08	\$0.00	\$11.52	\$15.36	\$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	\$187.28	\$223.35	\$259.42	3.00%		\$ 72.14				
		7/1/2026	6/30/2027	\$64.46	\$96.69	\$128.92	\$30.79	\$95.25	\$127.48	\$159.71	\$74.30	\$111.45	\$148.00	\$25.51	\$99.51	\$136.96	\$174.11	\$1.46	\$6.48	\$11.40	\$0.00	\$11.76	\$15.68	\$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	\$192.88	\$230.03	\$267.18	3.00%		\$ 74.30				
		7/1/2027	6/30/2028	\$64.46	\$96.69	\$128.92	\$30.79	\$95.25	\$127.48	\$159.71	\$76.83	\$114.80	\$153.06	\$26.51	\$103.04	\$141.31	\$179.57	\$1.70	\$7.53	\$13.00	\$0.00	\$12.11	\$16.14	\$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	\$198.67	\$236.94	\$275.20	3.00%		\$ 76.83				
7/1/2028	6/30/2029	\$64.46	\$96.69	\$128.92	\$30.79	\$95.25	\$127.48	\$159.71	\$78.83	\$118.25	\$157.66	\$27.51	\$106.34	\$145.76	\$185.17	\$1.09	\$8.28	\$25.46	\$0.00	\$12.56	\$28.74	\$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	\$204.64	\$244.06	\$283.47	3.00%	\$ 78.83							
John Kanner, Senior Construction Inspector Electrical	FIELD	7/1/2023	6/30/2024														\$0.00	\$0.00	\$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$176.53	\$210.53	\$244.53	3.00%	\$ 68.00	N/A							
		7/1/2024	6/30/2025															\$0.00	\$0.00	\$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$182.02	\$216.84	\$251.86	3.00%	\$ 70.04								
		7/1/2025	6/30/2026															\$0.00	\$0.00	\$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$187.28	\$223.35	\$259.42	3.00%	\$ 72.14								
		7/1/2026	6/30/2027															\$0.00	\$0.00	\$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$192.88	\$230.03	\$267.18	3.00%	\$ 74.30								
		7/1/2027	6/30/2028															\$0.00	\$0.00	\$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$198.67	\$236.94	\$275.20	3.00%	\$ 76.83								
7/1/2028	6/30/2029															\$0.00	\$0.00	\$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$204.64	\$244.06	\$283.47	3.00%	\$ 78.83										
Steve Brown, Construction Inspector Electrical	FIELD	7/1/2023	6/30/2024	\$60.46	\$90.69	\$120.92	\$30.79	\$91.25	\$121.48	\$151.71	\$64.50	\$96.75	\$129.00	\$21.63	\$86.13	\$118.38	\$150.63	(\$5.12)	(\$3.10)	(\$1.08)	(\$5.12)	\$6.06	\$8.08	\$0.00	\$0.00	\$0.00	(\$5.12)	(\$3.10)	(\$1.08)	\$172.56	\$202.79	\$233.02	3.00%	\$ 64.50	N/A											
		7/1/2024	6/30/2025	\$64.46	\$96.69	\$128.92	\$30.79	\$95.25	\$127.48	\$159.71	\$66.44	\$99.66	\$132.88	\$22.06	\$88.50	\$121.72	\$154.94	(\$6.76)	(\$5.76)	(\$4.77)	(\$6.76)	\$2.97	\$3.96	\$0.00	\$0.00	\$0.00	(\$6.76)	(\$5.76)	(\$4.77)	\$179.23	\$211.46	\$243.69	3.00%	\$ 66.44												
		7/1/2025	6/30/2026	\$64.46	\$96.69	\$128.92	\$30.79	\$95.25	\$127.48	\$159.71	\$68.43	\$102.65	\$136.86	\$22.50	\$90.83	\$125.15	\$158.36	(\$4.32)	(\$2.34)	(\$0.35)	(\$4.32)	\$5.96	\$7.94	\$0.00	\$0.00	\$0.00	(\$4.32)	(\$2.34)	(\$0.35)	\$181.96	\$214.19	\$246.42	3.00%	\$ 68.43												
		7/1/2026	6/30/2027	\$64.46	\$96.69	\$128.92	\$30.79	\$95.25	\$127.48	\$159.71	\$70.48	\$105.72	\$140.96	\$22.95	\$93.43	\$128.67	\$163.91	(\$1.82)	\$1.19	\$4.20	(\$1.82)	\$9.03	\$12.04	\$0.00	\$0.00	\$0.00	(\$1.82)	\$0.00	\$0.00	\$184.79	\$218.21	\$253.45	3.00%	\$ 70.48												
		7/1/2027	6/30/2028	\$64.46	\$96.69	\$128.92	\$30.79	\$95.25	\$127.48	\$159.71	\$72.89	\$108.89	\$145.18	\$23.95	\$96.54	\$132.84	\$169.13	\$1.29	\$5.35	\$9.42	\$0.00	\$12.20	\$16.26	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$188.44	\$224.74	\$261.03	3.00%	\$ 72.89												
7/1/2028	6/30/2029	\$64.46	\$96.69	\$128.92	\$30.79	\$95.25	\$127.48	\$159.71	\$74.77	\$112.16	\$149.54	\$24.95	\$99.72	\$137.11	\$174.48	\$4.47	\$6.82	\$14.78	\$0.00	\$15.47	\$20.82	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$194.10	\$231.49	\$268.87	3.00%	\$ 74.77														
Steve Brown, Construction Inspector Electrical	FIELD	7/1/2023	6/30/2024														\$0.00	\$0.00	\$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$176.53	\$210.53	\$244.53	3.00%	\$ 68.00	N/A								
		7/1/2024	6/30/2025															\$0.00	\$0.00	\$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$182.02	\$216.84	\$251.86	3.00%	\$ 70.04									
		7/1/2025	6/30/2026															\$0.00	\$0.00	\$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$187.28	\$223.35	\$259.42	3.00%	\$ 72.14									
		7/1/2026	6/30/2027															\$0.00	\$0.00	\$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$192.88	\$230.03	\$267.18	3.00%	\$ 74.30										
		7/1/2027	6/30/2028															\$0.00	\$0.00	\$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$198.67	\$236.94	\$275.20	3.00%	\$ 76.83										
7/1/2028	6/30/2029															\$0.00	\$0.00	\$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$204.64	\$244.06	\$283.47	3.00%	\$ 78.83												
Michael Roush, Construction Inspector Electrical	FIELD	7/1/2023	6/30/2024	\$60.46	\$90.69	\$120.92	\$30.79	\$91.25	\$121.48	\$151.71	\$64.50	\$96.75	\$129.00	\$21.63	\$86.13	\$118.38	\$150.63	(\$5.12)	(\$3.10)	(\$1.08)	(\$5.12)	\$6.06	\$8.08	\$0.00	\$0.00	\$0.00	(\$5.12)	(\$3.10)	(\$1.08)	\$172.56	\$202.79	\$233.02	3.00%	\$ 64.50	N/A											
		7/1/2024	6/30/2025	\$64.46	\$96.69	\$128.92	\$30.79	\$95.25	\$127.48	\$159.71	\$66.44	\$99.66	\$132.88	\$22.06	\$88.50	\$121.72	\$154.94	(\$6.76)	(\$5.76)	(\$4.77)	(\$6.76)	\$2.97	\$3.96	\$0.00	\$0.00	\$0.00	(\$6.76)	(\$5.76)	(\$4.77)	\$179.23	\$211.46	\$243.69	3.00%	\$ 66.44												
		7/1/2025	6/30/2026	\$64.46	\$96.69	\$128.92	\$30.79	\$95.25	\$127.48	\$159.71	\$68.43	\$102.65	\$136.86	\$22.50	\$90.83	\$125.15	\$158.36	(\$4.32)	(\$2.34)	(\$0.35)	(\$4.32)	\$5.96	\$7.94	\$0.00	\$0.00	\$0.00	(\$4.32)	(\$2.34)	(\$0.35)	\$181.96	\$214.19	\$246.42	3.00%	\$ 68.43												
		7/1/2026	6/30/2027	\$64.46	\$96.69	\$128.92	\$30.79	\$95.25	\$127.48	\$159.71	\$70.48	\$105.72	\$140.96	\$22.95	\$93.43	\$128.67	\$163.91	(\$1.82)	\$1.19	\$4.20	(\$1.82)	\$9.03	\$12.04	\$0.00	\$0.00	\$0.00	(\$1.82)	\$0.00	\$0.00	\$184.79	\$218.21	\$253.45	3.00%	\$ 70.48												
		7/1/2027	6/30/2028	\$64.46	\$96.69	\$128.92	\$30.79	\$95.25	\$127.48	\$159.71	\$72.89	\$108.89	\$145.18	\$23.95	\$96.54	\$132.84	\$169.13	\$1.29	\$5.35	\$9.42	\$0.00	\$12.20	\$16.26	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$188.44	\$224.74	\$261.03	3.00%	\$ 72.89												

COST PROPOSAL : FOR CONTRACTS WITH PREVAILING WAGES

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

Please Note: Consultant completes all items in yellow highlight

CONSULTANT Z&K Consultants PRIME SUB X

CONTRACT TYPE Cost + Fixed Fee

(LIST ONE OF THE ABOVE LISTED CONTRACT TYPES)

PROJECT NO. Mission Boulevard Bridge Project CONTRACT NO. DATE Feb-23

Loaded Rate Calculation	
Non-Exempt Employee Loaded Billing Rates	
A) Straight Time = Actual Hourly Rate * (1 + Field O.H.) * (1 + Fee) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe)	
B) 1.5X or 2.0X Overtime = (Actual Hourly Rate * (1 + Field O.H.) * (1 + Fee) + 5X or 1.0X (Actual Hourly Rate) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe)	
Exempt Employee Loaded Billing Rates	
C) Straight Time or 1.5X or 2.0X Overtime = Actual Hourly Rate * (1 + Field O.H.) * (1 + Fee) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe)	

Home Office Personnel:	Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL	0.00%	150.24%	0.00%	150.24%
OVERTIME	0.00%	150.24%	0.00%	150.24%
Field Office Personnel:	Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL	0.00%	159.18%	0.00%	159.18%
OVERTIME	0.00%	159.18%	0.00%	159.18%
		Fee		10.00%
		Applicable Multiplier Delta Base (Field)		2.85
		Applicable Multiplier Fringe (Field)		2.85

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.

Name/Classification	Home Office Personnel	Field Office Personnel	Effective Date of Hourly Rate	Prevailing Wage Rate established by State DIR 90-23-93-2022-10 (only applicable for prevailing wage work)												Employee Actual Rate (fringe benefits vary year over year)						DELTA (TOTAL) = Employee Total Rate - DIR Rate			Applicable in DELTA (TOTAL)			DELTA (BASE) = Employee Base - DIR Base			Applicable DELTA Base = DIR Rate - 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
				Base Salary		Fringe Benefits		Total Base Salary + Fringe Benefits		Base Salary		Estimate		Total = Base + Fringe		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				
				From	To	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	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	1.5 OT	2.0 OT	Straight	OT (1.5x)	OT (2x)							
Zack Faqih, PE Structures Inspector	FIELD		7/1/2023	6/30/2024	\$60.46	\$90.69	\$120.92	\$30.79	\$91.25	\$121.48	\$151.71	\$95.00	\$142.50	\$190.00	\$19.00	\$114.90	\$162.40	\$209.90	\$23.65	\$40.92	\$58.19	\$0.00	\$51.81	\$69.08	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$270.84	\$318.34	\$365.84	3.00%	\$ 95.00	N/A			
Prevailing Wage Work (non-Exempt)			7/1/2024	6/30/2025	\$64.46	\$96.69	\$128.92	\$30.79	\$95.25	\$127.48	\$159.71	\$97.85	\$146.78	\$195.70	\$19.00	\$117.75	\$166.68	\$215.60	\$22.50	\$39.20	\$55.89	\$0.00	\$50.09	\$66.78	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$278.97	\$327.89	\$376.82	3.00%	\$ 97.85	N/A			
			7/1/2025	6/30/2026	\$64.46	\$96.69	\$128.92	\$30.79	\$95.25	\$127.48	\$159.71	\$100.79	\$151.19	\$201.58	\$19.00	\$120.89	\$171.09	\$221.48	\$25.44	\$43.61	\$61.77	\$0.00	\$54.50	\$72.66	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$287.35	\$337.75	\$388.14	3.00%	\$ 100.79	N/A			
			7/1/2026	6/30/2027	\$64.46	\$96.69	\$128.92	\$30.79	\$95.25	\$127.48	\$159.71	\$103.81	\$155.72	\$207.82	\$19.00	\$123.71	\$175.52	\$227.52	\$28.48	\$48.14	\$67.81	\$0.00	\$59.03	\$78.70	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$296.96	\$347.87	\$399.77	3.00%	\$ 103.81	N/A			
			7/1/2027	6/30/2028	\$65.46	\$98.69	\$130.92	\$30.79	\$96.25	\$128.96	\$161.71	\$106.82	\$160.36	\$213.84	\$19.00	\$126.82	\$180.28	\$233.74	\$30.57	\$51.30	\$72.03	\$0.00	\$62.19	\$82.92	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$304.83	\$358.29	\$411.75	3.00%	\$ 106.82	N/A			
			7/1/2028	6/30/2029	\$66.46	\$99.69	\$132.92	\$30.79	\$97.25	\$130.48	\$163.71	\$110.13	\$165.20	\$220.26	\$19.00	\$130.03	\$185.10	\$240.16	\$32.78	\$54.62	\$76.45	\$0.00	\$65.51	\$87.34	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$313.98	\$369.04	\$424.11	3.00%	\$ 110.13	N/A			
Zack Faqih, PE Structures Inspector	FIELD		7/1/2023	6/30/2024															\$0.00	\$0.00	\$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$270.84			3.00%	\$ 95.00	N/A					
Non-Prevailing Wage Work (Exempt)			7/1/2024	6/30/2025															\$0.00	\$0.00	\$0.00														3.00%	\$ 97.85	N/A					
			7/1/2025	6/30/2026															\$0.00	\$0.00	\$0.00															3.00%	\$ 100.79	N/A				
			7/1/2026	6/30/2027															\$0.00	\$0.00	\$0.00															3.00%	\$ 103.81	N/A				
			7/1/2027	6/30/2028															\$0.00	\$0.00	\$0.00															3.00%	\$ 106.82	N/A				
			7/1/2028	6/30/2029															\$0.00	\$0.00	\$0.00															3.00%	\$ 110.13	N/A				
TBD Structures Inspector	FIELD		7/1/2023	6/30/2024	\$60.46	\$90.69	\$120.92	\$30.79	\$91.25	\$121.48	\$151.71	\$95.00	\$142.50	\$190.00	\$19.00	\$114.90	\$162.40	\$209.90	\$23.65	\$40.92	\$58.19	\$0.00	\$51.81	\$69.08	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$270.84	\$318.34	\$365.84	3.00%	\$ 95.00	N/A			
Prevailing Wage Work (non-Exempt)			7/1/2024	6/30/2025	\$64.46	\$96.69	\$128.92	\$30.79	\$95.25	\$127.48	\$159.71	\$97.85	\$146.78	\$195.70	\$19.00	\$117.75	\$166.68	\$215.60	\$22.50	\$39.20	\$55.89	\$0.00	\$50.09	\$66.78	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$278.97	\$327.89	\$376.82	3.00%	\$ 97.85	N/A		
			7/1/2025	6/30/2026	\$64.46	\$96.69	\$128.92	\$30.79	\$95.25	\$127.48	\$159.71	\$100.79	\$151.19	\$201.58	\$19.00	\$120.89	\$171.09	\$221.48	\$25.44	\$43.61	\$61.77	\$0.00	\$54.50	\$72.66	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$287.35	\$337.75	\$388.14	3.00%	\$ 100.79	N/A		
			7/1/2026	6/30/2027	\$64.46	\$96.69	\$128.92	\$30.79	\$95.25	\$127.48	\$159.71	\$103.81	\$155.72	\$207.82	\$19.00	\$123.71	\$175.52	\$227.52	\$28.48	\$48.14	\$67.81	\$0.00	\$59.03	\$78.70	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$296.96	\$347.87	\$399.77	3.00%	\$ 103.81	N/A		
			7/1/2027	6/30/2028	\$65.46	\$98.69	\$130.92	\$30.79	\$96.25	\$128.96	\$161.71	\$106.82	\$160.36	\$213.84	\$19.00	\$126.82	\$180.28	\$233.74	\$30.57	\$51.30	\$72.03	\$0.00	\$62.19	\$82.92	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$304.83	\$358.29	\$411.75	3.00%	\$ 106.82	N/A		
			7/1/2028	6/30/2029	\$66.46	\$99.69	\$132.92	\$30.79	\$97.25	\$130.48	\$163.71	\$110.13	\$165.20	\$220.26	\$19.00	\$130.03	\$185.10	\$240.16	\$32.78	\$54.62	\$76.45	\$0.00	\$65.51	\$87.34	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$313.98	\$369.04	\$424.11	3.00%	\$ 110.13	N/A		

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

ATTACHMENT D • TITLE VI ASSURANCES

ARTICLE DI • INTRODUCTION

The U.S. Department of Transportation Order No. 1050.2A requires all federal-aid Department of Transportation contracts between COUNTY and CONSULTANT to contain Clauses A and E of Article DII • Clauses below. Clauses B, C, and D of Article DII • Clauses below are only applicable as shown below. In addition, the CONSULTANT must include Clauses A and E, and if applicable, Clauses B, C, and D of Article DII • Clauses below in all subcontracts to perform work under this Agreement.

Clause B of Article DII • Clauses below shall be included as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use or improvements thereon or interest therein to COUNTY. Clauses C and D of Article DII • Clauses below shall be included as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by COUNTY with other parties: (a) for the subsequent transfer of real property acquired or improved under the applicable activity, project or program; and (b) for the construction of use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project or program.

ARTICLE DII • CLAUSES

CLAUSE A

During the performance of this Agreement, the CONSULTANT, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

- a. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this Agreement.
- b. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the agreement covers a program set forth in Appendix B of the REGULATIONS.

- 1 c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations
2 either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub-
3 agreement, including procurements of materials or leases of equipment, each potential sub-applicant or
4 supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and
5 the REGULATIONS relative to nondiscrimination on the grounds of race, color, or national origin.
- 6 d. Information and Reports: CONSULTANT shall provide all information and reports required by the
7 REGULATIONS, or directives issued pursuant thereto, and shall permit access to its books, records,
8 accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to
9 be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information
10 required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this
11 information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what
12 efforts CONSULTANT has made to obtain the information.
- 13 e. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination
14 provisions of this Agreement, the recipient shall impose such agreement sanctions as it or the FHWA may
15 determine to be appropriate, including, but not limited to:
- 16 i. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time,
17 not to exceed 90 days; and/or
 - 18 ii. cancellation, termination or suspension of the Agreement, in whole or in part.
- 19 f. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in
20 every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the
21 REGULATIONS, or directives issued pursuant thereto.

22 CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or
23 FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided,
24 however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-
25 applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such
26 litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to
27 enter into such litigation to protect the interests of the United States.

28
29 **CLAUSE B: CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY**

1 The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or
2 improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance
3 4:

4
5 **NOW THEREFORE**, the U.S. Department of Transportation as authorized by law and upon the condition that
6 the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title
7 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures
8 prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all
9 requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A,
10 Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of
11 Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.
12 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all
13 the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A
14 attached hereto and made a part hereof.

15
16 **(HABENDUM CLAUSE)**

17 **TO HAVE AND TO HOLD** said lands and interests therein unto the recipient and its successors forever, subject,
18 however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will
19 remain in effect for the period during which the real property or structures are used for a purpose for which
20 Federal financial assistance is extended or for another purpose involving the provision of similar services or
21 benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the
22 conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with
23 the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national
24 origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination
25 with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2)
26 that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with
27 all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of
28 Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs
29 of the Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said

1 Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above- mentioned
2 non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on
3 said lands, and that above described land and facilities will thereon revert to and vest in and become the
4 absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this
5 instruction].*

6
7 (*Reverter clause and related language to be used only when it is determined that such a clause is necessary
8 in order to make clear the purpose of Title VI.)

9
10 **CLAUSE C: CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE**
11 **ACTIVITY, FACILITY, OR PROGRAM**

12 The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the
13 recipient pursuant to the provisions of Assurance 7(a):

14 A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal
15 representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby
16 covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

- 17 1. In the event facilities are constructed, maintained, or otherwise operated on the property described
18 in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of
19 Transportation activity, facility, or program is extended or for another purpose involving the
20 provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain
21 and operate such facilities and services in compliance with all requirements imposed by the Acts
22 and Regulations (as may be amended) such that no person on the grounds of race, color, or
23 national origin, will be excluded from participation in, denied the benefits of, or be otherwise
24 subjected to discrimination in the use of said facilities.

25 B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination
26 covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-
27 enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit,
28 etc.) had never been made or issued.*

29 C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the

1 recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described
2 lands and facilities will there upon revert to and vest in and become the absolute property of the recipient
3 and its assigns.*

4 (*Reverter clause and related language to be used only when it is determined that such a clause is
5 necessary to make clear the purpose of Title VI.)

6
7 **CLAUSE D: CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE**
8 **ACTIVITY, FACILITY OR PROGRAM**

9 The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into
10 by the recipient pursuant to the provisions of Assurance 7(b):

11 A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal
12 representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby
13 covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1)
14 no person on the ground of race, color, or national origin, will be excluded from participation in, denied the
15 benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the
16 construction of any improvements on, over, or under such land, and the furnishings of services thereon,
17 no person on the ground of race, color, or national origin, will be excluded from participation in, denied the
18 benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee,
19 etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts
20 and Regulations, as amended, set forth in this Assurance.

21 B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above
22 Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as
23 appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same
24 as if said (license, permit, etc., as appropriate) had never been made or issued.*

25 C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the
26 recipient will there upon revert to and vest in and become the absolute property of the recipient and its
27 assigns.

1 **CLAUSE E:**

2 During the performance of this Agreement, the CONSULTANT, for itself, its assignees, and successors in interest
3 (hereinafter referred to as the "CONSULTANT") agrees to comply with the following nondiscrimination statutes and
4 authorities, including, but not limited to:

5 **Pertinent Non-Discrimination Authorities:**

- 6 • Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on
7 the basis of race, color, national origin); and 49 CFR Part 21.
- 8 • The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601),
9 (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal
10 or Federal-aid programs and projects);
- 11 • Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- 12 • Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits
13 discrimination on the basis of disability); and 49 CR Part 27;
- 14 • The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on
15 the basis of age);
- 16 • Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits
17 discrimination based on race, creed, color, national origin, or sex);
- 18 • The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability
19 of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the
20 Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of
21 the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such
22 programs or activities are Federally funded or not);
- 23 • Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability
24 in the operation of public entities, public and private transportation systems, places of public
25 accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department
26 of Transportation regulations 49 C.F.R. parts 37 and 38;
- 27 • The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits
28 discrimination on the basis of race, color, national origin, and sex);
- 29 • Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-

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Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C.1681 et seq).










Consulting Services Agreement Mission Blvd Bridge Replacement Project

Final Audit Report

2025-08-21

Created:	2025-08-21
By:	Desiree Auelua (deaelua@rivco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQRjKL0dcG-B9w8JkfQB6euThiJniuzE5

"Consulting Services Agreement Mission Blvd Bridge Replacement Project" History

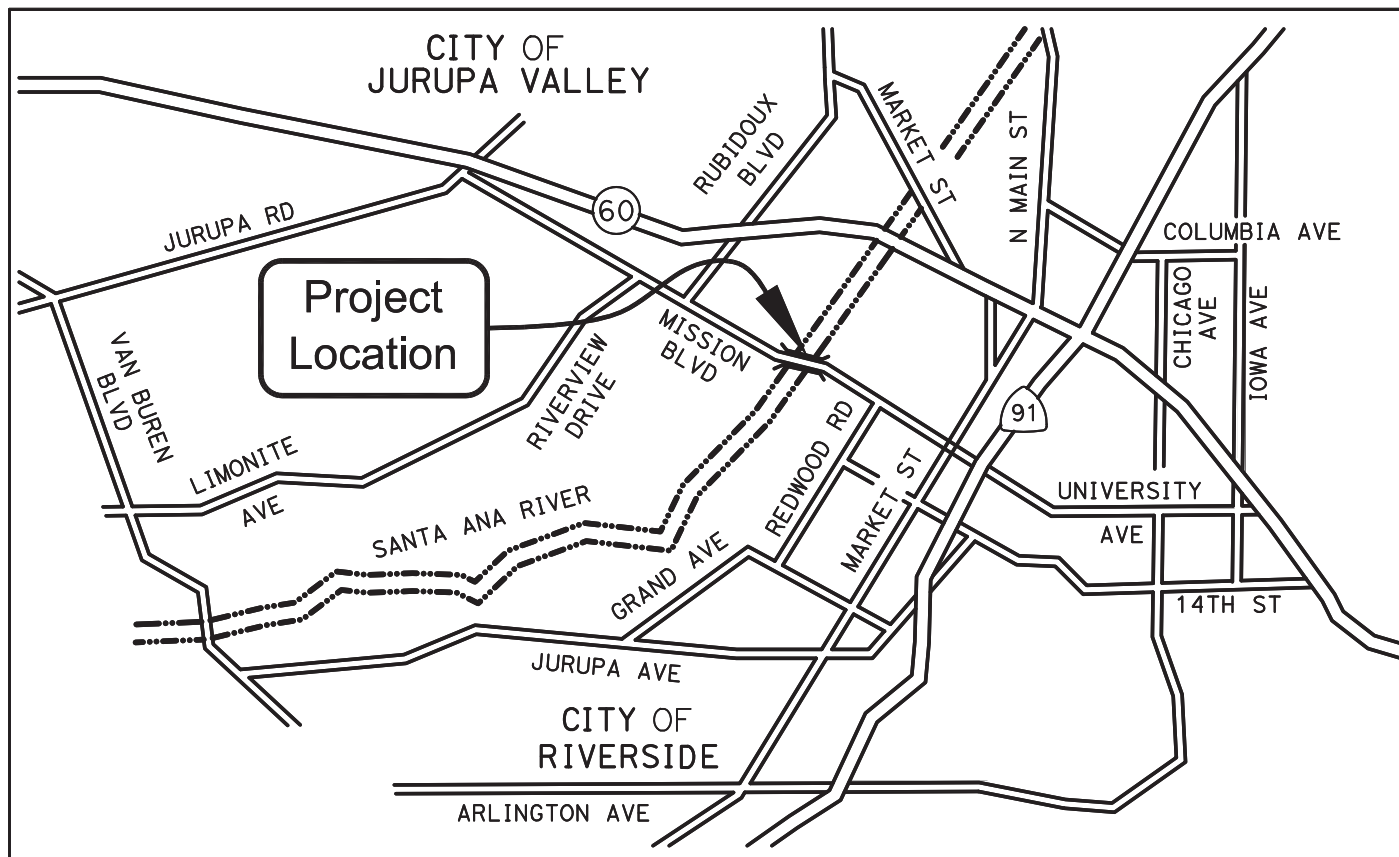
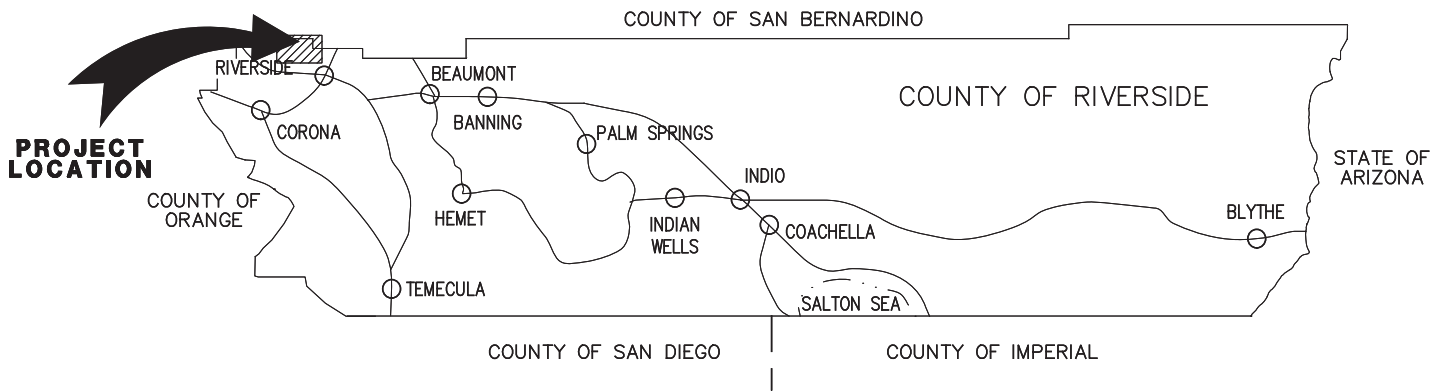
-  Document created by Desiree Auelua (deaelua@rivco.org)
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-  Email viewed by adam.j.shaw@accenture.com
2025-08-21 - 3:33:06 PM GMT- IP address: 70.122.138.199
-  Signer adam.j.shaw@accenture.com entered name at signing as Adam Shaw
2025-08-21 - 3:34:15 PM GMT- IP address: 70.122.138.199
-  Document e-signed by Adam Shaw (adam.j.shaw@accenture.com)
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-  Document emailed to Desiree Auelua (deaelua@rivco.org) for acceptance
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-  Email viewed by Desiree Auelua (deaelua@rivco.org)
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-  Document accepted by Desiree Auelua (deaelua@rivco.org)
Acceptance Date: 2025-08-21 - 3:35:34 PM GMT - Time Source: server- IP address: 158.61.6.5
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COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT

MISSION BOULEVARD BRIDGE REPLACEMENT OVER SANTA ANA RIVER IN THE CITIES OF RIVERSIDE AND JURUPA VALLEY

PROJECT No. B3-0528

FEDERAL AID No. BRLS 5956(192)



VICINITY MAP