

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

DATE:	November 12, 2009
TO:	Riverside County Transportation Commission
FROM:	Lisa DaSilva, Capital Projects Manager Mark Massman, Bechtel Project Manager Robert Wunderlich, Bechtel Project Coordinator
THROUGH:	Anne Mayer, Executive Director
SUBJECT:	Agreement with Jacobs Engineering Group for Construction Management Services and Cooperative Agreement with Caltrans for Construction of the State Route 74/Interstate 215 Interchange Project

STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Award Agreement No. 09-31-080-00 to Jacobs Engineering Group (Jacobs) to provide construction management, materials testing, and surveying services for the SR-74/I-215 interchange project, in the city of Perris, based on the scope and cost included in Attachment 1, for the base amount of \$3,786,428, plus a contingency amount of \$513,572, for a total not to exceed amount of \$4.3 million;
- 2) Authorize the Chair, pursuant to legal counsel review, to execute the agreement on behalf of the Commission;
- 3) Authorize the Executive Director or designee to approve contingency work as may be required for the project;
- 4) Approve Cooperative Agreement No. 10-31-025-00 with Caltrans for construction of the SR-74/I-215 interchange project; and
- 5) Authorize the Executive Director, pursuant to legal counsel review, to execute the cooperative agreement and future non-funding related amendments to this agreement.

BACKGROUND INFORMATION:

At its June 2009 meeting, the Commission authorized staff to issue a request for qualifications (RFQ) and conduct a selection process for construction management and related services for the SR-74/I-215 interchange project in the city of Perris.

Selection Process

A RFQ for construction management services, material testing, and construction surveying for the SR-74/I-215 interchange project was issued on June 12, 2009, with consultant statements of qualifications (SOQ) due July 14, 2009. The Commission received 14 SOQs.

An evaluation committee consisting of members from the Commission staff, city of Perris, and Caltrans District 8 reviewed the SOQs and shortlisted four firms to be interviewed. The short listed firms included:

- Caltrop
- Jacobs Engineering Group
- South Star Engineering
- TCM Group

The evaluation committee then conducted interviews consisting of a 10-minute presentation on each firm's construction management approach and 30-40 minutes of questions and answers with the evaluation committee. At the completion of the interviews, the evaluation committee unanimously selected Jacobs as the most qualified consultant for this project.

Staff has reviewed the scope, cost, and schedule proposal submitted by Jacobs and established a fair and reasonable price after thoroughgoing negotiations.

In addition, staff has been working with Caltrans to develop a cooperative agreement between the Commission and Caltrans that defines the respective roles and responsibilities for the construction of the SR-74/I-215 interchange project. The draft cooperative agreement is included as Attachment 2.

Recommendation

Staff recommends Agreement No. 09-31-080-00 be awarded to Jacobs to perform construction management, materials testing, and surveying services for the SR-74/I-215 interchange project, in the city of Perris, based on the final project scope and cost included with Attachment 1, for the base amount of \$3,786,428, plus a contingency amount of \$513,572 for unanticipated changes, for a total not to exceed amount of \$4.3 million.

Staff further recommends that the Commission approve Cooperative Agreement No. 10-31-025-00 with Caltrans for construction of the SR-74/I-215 interchange project and authorize the Executive Director, pursuant to legal counsel review, to execute the cooperative agreement and future non-funding related amendments to this agreement.

In early October 2009, the Commission's consultant for final design, David Evans & Associates, submitted the 100% plan set for the SR-74/I-215 interchange project to Caltrans for final review and approval. Staff has received approval from Caltrans and the Federal Highway Administration (FHWA) to continue as the lead agency for the construction phase expecting to advertise for construction bids in early 2010. Upon completion of a competitive procurement process, staff will bring a recommendation for award of a low bid construction contract to the Commission. The construction phase for this project is funded by the American Reinvestment and Recovery Act, (ARRA), Transportation Uniform Mitigation Fee (TUMF) and 1989 Measure A funds.

Financial Information					
In Fiscal Year Budget:	Yes	Year:	FY 2009/10	Amount:	FY 2009/10 1,000,000 FY 2010/11 + 3,300,000
Source of Funds:	TUMF			Budget Adjustment:	No
GL/Project Accounting No.:	003015 81301 000 222 31 81302 15 0000				
Fiscal Procedures Approved:	<i>Sherisia Iruano</i>			Date:	10/19/2009

Attachments:

- 1) Agreement No. 09-31-080-00 with Jacobs
- 2) Cooperative Agreement 10-31-025-00 with Caltrans (District Agreement 8-1457)

Agreement No. 09-31-080-00

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
PROFESSIONAL SERVICES AGREEMENT WITH
JACOBS PROJECT MANAGEMENT CO.
FOR
CONSTRUCTION MANAGEMENT, MATERIALS TESTING AND CONSTRUCTION
SURVEYING SERVICES
FOR THE STATE ROUTE 74 AND INTERSTATE 215 INTERCHANGE
IMPROVEMENT PROJECT**

1. PARTIES AND DATE.

This Agreement is made and entered into this ___ day of _____, 2009, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and JACOBS PROJECT MANAGEMENT CO., a Delaware Corporation.

2. RECITALS.

2.1 On November 8, 1988 the Voters of Riverside County approved Measure A authorizing the collection of a one-half percent (1/2 %) retail transactions and use tax (the "tax") to fund transportation programs and improvements within the County of Riverside, and adopting the Riverside County Transportation Improvement Plan (the "Plan").

2.2 Pursuant to Public Utility Code Sections 240000 et seq., the Commission is authorized to allocate the proceeds of the Tax in furtherance of the Plan.

2.3 On November 5, 2002, the voters of Riverside County approved an extension of the Measure A tax for an additional thirty (30) years for the continued funding of transportation and improvements within the County of Riverside.

2.4 Consultant desires to perform and assume responsibility for the provision of certain professional services required by the Commission on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing construction management, engineering surveying and testing services to public clients, is licensed in the State of California (if necessary), and is familiar with the plans of the Commission.

2.5 The Commission desires to engage Consultant to render such services for the State Route 74 – Interstate 215 Interchange project (the "Project"), as set forth in this Agreement.

3. TERMS.

3.1 General Scope of Services. Consultant shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise, and incidental and customary work necessary to fully and adequately supply the professional construction management, engineering surveying and testing services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.2 Commencement of Services. The Consultant shall commence work upon receipt of a written "Notice to Proceed" or "Limited Notice to Proceed" from Commission.

3.3 Term. The term of this Agreement shall be from the date of execution of this Agreement or the date of issuance of the Notice to Proceed by the Commission, whichever occurs first, to the issuance by the Commission to Consultant of a Notice of Final Acceptance, as defined in paragraph 3.12 below, or June 30, 2012, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

3.4 Commission's Representative. The Commission hereby designates the Commission's Executive Director, or his or her designee, to act as its Representative for the performance of this Agreement ("Commission's Representative"). Commission's Representative shall have the authority to act on behalf of the Commission for all purposes under this Agreement. Commission's Representative shall also review and give approval, as needed, to the details of Consultant's work as it progresses. Consultant shall not accept direction or orders from any person other than the Commission's Representative or his or her designee.

3.5 Consultant's Representative. Consultant hereby designates Joseph E. Jenkins to act as its Representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to act on behalf of Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his professional skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement. Consultant shall work closely and cooperate fully with Commission's Representative and any other agencies which may have jurisdiction over, or an interest in, the Services. Consultant's Representative shall be available to the Commission staff at all reasonable times. Any substitution in Consultant's Representative shall be approved in writing by Commission's Representative.

3.6 Substitution of Key Personnel. Consultant has represented to the Commission that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval by the Commission. In the event that the Commission and Consultant cannot agree as to the substitution of the key personnel, the Commission shall be entitled to terminate this Agreement for cause, pursuant to the provisions of Section 3.14. The key personnel for performance of this Agreement are: Joseph E. Jenkins and Gary Tomasetti.

3.7 Preliminary Review of Work. All reports, working papers, and similar work products prepared for submission in the course of providing Services under this Agreement shall be submitted to the Commission's Representative in draft form, and the Commission may require revisions of such drafts prior to formal submission and approval. In the event plans and designs are to be developed as part of the Project, final detailed plans and designs shall be contingent upon obtaining environmental clearance as may be required in connection with the Project. In the event that Commission's Representative, in his sole discretion, determines the formally submitted work product to be not in accordance with the standard of care established under this contract, Commission's Representative may require Consultant to revise and resubmit the work at no cost to the Commission.

3.8 Appearance at Hearings. If and when required by the Commission, Consultant shall render assistance at public hearings or other meetings related to the Project or necessary to the performance of the Services. However, Consultant shall not be required to, and will not, render any decision, interpretation or recommendation regarding questions of a legal nature or which may be construed as constituting a legal opinion.

3.9 Standard of Care; Licenses. Consultant represents and maintains that it is skilled in the professional calling necessary to perform all Services, duties and obligations required by this Agreement to fully and adequately complete the Project. Consultant shall perform the Services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents and warrants to the Commission that its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the Commission, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein, and shall be fully responsible to the Commission for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from the Consultant's errors and omissions. Any employee of Consultant or its sub-consultants who is determined by the Commission to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform

the Services in a manner acceptable to the Commission, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.10 Opportunity to Cure. Commission may provide Consultant an opportunity to cure, at Consultant's expense, all errors and omissions which may be disclosed during Project implementation. Should Consultant fail to make such correction in a timely manner, such correction may be made by the Commission, and the cost thereof charged to Consultant.

3.11 Inspection of Work. Consultant shall allow the Commission's Representative to inspect or review Consultant's work in progress at any reasonable time.

3.12 Final Acceptance. Upon determination by the Commission that Consultant has satisfactorily completed the Services required under this Agreement and within the term set forth in Section 3.3, the Commission shall give Consultant a written Notice of Final Acceptance. Upon receipt of such notice, Consultant shall incur no further costs hereunder, unless otherwise specified in the Notice of Final Acceptance. Consultant may request issuance of a Notice of Final Acceptance when, in its opinion, it has satisfactorily completed all Services required under the terms of this Agreement. In the event copyrights are permitted under this Agreement, then in connection with Federal funding, it is hereby acknowledged and agreed that the United States Department of Transportation shall have the royalty-free non-exclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for governmental purposes.

3.13 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. For example, and not by way of limitation, Consultant shall keep itself fully informed of and in compliance with all implementing regulations, design standards, specifications, previous commitments that must be incorporated in the design of the Project, and administrative controls including those of the United States Department of Transportation. Compliance with Federal procedures may include completion of the applicable environmental documents and approved by the United States Department of Transportation. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the Commission, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold Commission, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.14 Termination.

3.14.1 Notice; Reason. Commission may, by written notice to Consultant, terminate this Agreement, in whole or in part, at any time by giving written notice to Consultant of such termination, and specifying the effective date thereof ("Notice of Termination"). Such termination may be for Commission's convenience or because of Consultant's failure to perform its duties and obligations under this Agreement, including, but not limited to, the failure of Consultant to timely perform Services pursuant to the Schedule of Services described in Section 3.15 of this Agreement. Consultant may not terminate this Agreement except for cause.

3.14.2 Discontinuance of Services. Upon receipt of the written Notice of Termination, Consultant shall discontinue all affected Services as directed in the Notice or as otherwise provided herein, and deliver to the Commission all Documents and Data, as defined in this Agreement, as may have been prepared or accumulated by Consultant in performance of the Services, whether completed or in progress.

3.14.3 Effect of Termination For Convenience. If the termination is to be for the convenience of the Commission, the Commission shall compensate Consultant for Services fully and adequately provided through the effective date of termination. Such payment shall include a prorated amount of profit, if applicable, but no amount shall be paid for anticipated profit on unperformed Services. Consultant shall provide documentation deemed adequate by Commission's Representative to show the Services actually completed by Consultant prior to the effective date of termination. This Agreement shall terminate on the effective date of the Notice of Termination.

3.14.4 Effect of Termination for Cause. If the termination is for cause, Consultant shall be compensated for those Services which have been fully and adequately completed and accepted by the Commission as of the date the Commission provides the Notice of Termination. In such case, the Commission may take over the work and prosecute the same to completion by contract or otherwise. Further, Consultant shall be liable to the Commission for any reasonable additional costs incurred by the Commission to revise work for which the Commission has compensated Consultant under this Agreement, but which the Commission has determined in its sole discretion needs to be revised, in part or whole, to complete the Project because it did not meet the standard of care established in Section 3.9. Termination of this Agreement for cause may be considered by the Commission in determining whether to enter into future agreements with Consultant.

3.14.5 Cumulative Remedies. The rights and remedies of the Parties provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

3.14.6 Procurement of Similar Services. In the event this Agreement is terminated, in whole or in part, as provided by this Section, the Commission may procure,

upon such terms and in such manner as it deems appropriate, services similar to those terminated.

3.14.7 Waivers. Consultant, in executing this Agreement, shall be deemed to have waived any and all claims for damages which may otherwise arise from the Commission's termination of this Agreement, for convenience or cause, as provided in this Section.

3.15 Schedule and Progress of Services.

3.15.1 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, the Commission shall respond to Consultant's submittals in a timely manner. Upon request of Commission's Representative, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.15.2 Modification of the Schedule. Consultant shall regularly report to the Commission, through correspondence or progress reports, its progress in providing required Services within the scheduled time periods. Commission shall be promptly informed of all anticipated delays. In the event that Consultant determines that a schedule modification is necessary, Consultant shall promptly submit a revised Schedule of Services for approval by Commission's Representative.

3.15.3 Trend Meetings. Consultant shall conduct trend meetings with the Commission's Representative and other interested parties, as requested by the Commission, on a bi-weekly basis or as may be mutually scheduled by the Parties at a standard day and time. These trend meetings will encompass focused and informal discussions concerning scope, schedule, and current progress of Services, relevant cost issues, and future Project objectives. Consultant shall be responsible for the preparation and distribution of meeting agendas to be received by the Commission and other attendees no later than three (3) working days prior to the meeting.

3.15.4 Progress Reports. As part of its monthly invoice, Consultant shall submit a progress report, in a form determined by the Commission, which will indicate the progress achieved during the previous month in relation to the Schedule of Services. Submission of such progress report by Consultant shall be a condition precedent to receipt of payment from the Commission for each monthly invoice submitted.

3.16 Delay in Performance.

3.16.1 Excusable Delays. Should Consultant be delayed or prevented from the timely performance of any act or Services required by the terms of the Agreement by reason of acts of God or of the public enemy, acts or omissions of the Commission or other governmental agencies in either their sovereign or contractual capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather, performance of such act shall be excused for the period of such delay.

3.16.2 Written Notice. If Consultant believes it is entitled to an extension of time due to conditions set forth in subsection 3.16.1, Consultant shall provide written notice to the Commission within seven (7) working days from the time Consultant knows, or reasonably should have known, that performance of the Services will be delayed due to such conditions. Failure of Consultant to provide such timely notice shall constitute a waiver by Consultant of any right to an excusable delay in time of performance.

3.16.3 Mutual Agreement. Performance of any Services under this Agreement may be delayed upon mutual agreement of the Parties. Upon such agreement, Consultant's Schedule of Services shall be extended as necessary by the Commission. Consultant shall take all reasonable steps to minimize delay in completion, and additional costs, resulting from any such extension.

3.17 Status of Consultant/Subconsultants.

3.17.1 Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. Commission retains Consultant on an independent contractor basis and not as an employee, agent or representative of the Commission. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries and other amounts due such personnel in connection with their performance of Services and as required by law. Consultant shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, disability insurance, and workers' compensation insurance.

3.17.2 Prevailing Wages. By its execution of this Agreement, Consultant certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such

Prevailing Wage Laws. Copies of the prevailing rate of per diem wages are on file at the Commission's offices. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the Commission, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.17.3 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein, without the prior written consent of the Commission. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.17.4 Subcontracting. Consultant shall not subcontract any portion of the work or Services required by this Agreement, except as expressly stated herein, without prior written approval of the Commission. If Consultant wishes to use a firm as a subcontractor which is not specified in the proposal upon which this Agreement was awarded, prior written approval must be obtained from the Commission. The Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

Consultant has, as part of its proposal, identified seven (7) companies/firms that will be subconsultants utilized by Consultant ("Subconsultants") for Project delivery. A list of said Subconsultants is attached hereto as Exhibit "C" Part 2 and made a part hereof. The Commission hereby approves the use by Consultant of the Subconsultants identified in Exhibit "C" Part 2. In the event and prior to the replacement of any Subconsultant approved herein, the Consultant shall seek and obtain the Commission's written approval. Exhibit "C" Part 2 also sets forth the rates at which each Subconsultant shall bill the Consultant for Services subject to reimbursement by the Commission to Consultant.

Consultant acknowledges that approval of Consultant's utilization of the identified Subconsultants together with the incorporation of Subconsultants' rate schedules and cost proposals into this Agreement shall in no way be construed to create any contractual relationship between any Subconsultant and the Commission. The Subconsultant rate schedules and cost proposals contained herein are for accounting purposes only. In the event that any Subconsultant shall bring any action, claim or proceeding purporting to enforce any right purportedly arising under this Agreement, the Consultant shall be responsible for the Commission's reasonable legal fees without regard to the merits of any such claim.

3.18 Ownership of Materials/Confidentiality.

3.18.1 Documents & Data. This Agreement creates an exclusive and perpetual license for Commission to copy, use, modify, reuse, or sub-license any and all copyrights and designs embodied in plans, specifications, studies, drawings, estimates, materials, data and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”).

Consultant shall require all subcontractors to agree in writing that Commission is granted an exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement.

Consultant represents and warrants that Consultant has the legal right to grant the exclusive and perpetual license for all such Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the Commission.

Commission shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at Commission’s sole risk.

3.18.2 Intellectual Property. In addition, Commission shall have and retain all right, title and interest (including copyright, patent, trade secret and other proprietary rights) in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents, and any and all works of authorship fixed in any tangible medium or expression, including but not limited to, physical drawings or other data magnetically or otherwise recorded on computer media (“Intellectual Property”) prepared or developed by or on behalf of Consultant under this Agreement as well as any other such Intellectual Property prepared or developed by or on behalf of Consultant under this Agreement.

The Commission shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or not paid for wholly or in part by Commission, whether or not developed in conjunction with Consultant, and whether or not developed by Consultant. Consultant will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of Commission.

Consultant shall also be responsible to obtain in writing separate written assignments from any subcontractors or agents of Consultant of any and all right to the above referenced Intellectual Property. Should Consultant, either during or following termination of this Agreement, desire to use any of the above-referenced Intellectual Property, it shall first obtain the written approval of the Commission.

All materials and documents which were developed or prepared by the Consultant for general use prior to the execution of this Agreement and which are not the copyright of any other party or publicly available and any other computer applications, shall continue to be the property of the Consultant. However, unless otherwise identified and stated prior to execution of this Agreement, Consultant represents and warrants that it has the right to grant the exclusive and perpetual license for all such Intellectual Property as provided herein.

Commission further is granted by Consultant a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional, or supplemental work created under this Agreement.

3.18.3 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of Commission, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use Commission's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of Commission.

3.19 Indemnification. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold Commission, its directors, officials, officers, employees, consultants, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to alleged negligent acts, omissions, or willful misconduct of Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of consequential damages, expert witness fees, and attorneys fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against Commission, its directors, officials, officers, employees, consultants, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against Commission or its directors, officials, officers, employees, consultants, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse Commission and its directors, officials, officers, employees, consultants, agents, and/or volunteers, for any and all legal expenses and costs, including reasonable attorney's fees, incurred by each of them in connection

therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Commission, its directors, officials officers, employees, consultants, agents, or volunteers. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

3.20 Insurance.

3.20.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the Commission that it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

3.20.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same types of insurance for the duration of the Agreement. Consultant's insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *if Consultant has employees, Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability:* \$2,000,000 per occurrence for bodily injury, personal and advertising injury and property damage. If General Liability Insurance or includes a general aggregate limit, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Statutory Workers' Compensation limits as required by the applicable Labor Code and Employer's Liability limits of no less than \$1,000,000 per accident for bodily injury or disease.

3.20.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to

their profession. Such insurance shall be in an amount not less than \$2,000,000 per claim.

3.20.4 Aircraft Liability Insurance. Consultant, prior to the direct or indirect use of any civil aircraft to provide Service under this Agreement, shall procure and maintain, or cause to be procured and maintained, aircraft liability insurance or equivalent form, with a single limit of not less than \$5,000,000 per each occurrence. Such insurance shall include coverage for owned, hired and non-owned aircraft and passengers, and shall name, or be endorsed to name, the Commission, its directors, officials, officers, employees and agents as additional insureds with respect to the Services or operations performed by or on behalf of the Consultant.

3.20.5 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the Commission to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall be endorsed to state that: (1) the Commission, its directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the Services or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the Commission, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the Commission, its directors, officials, officers, employees and agents shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the Commission, its directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the Commission, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the Commission, its directors, officials, officers, employees and agents shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Commission, its directors, officials, officers, employees and agents for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided or

canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Commission; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Commission, its directors, officials, officers, employees and agents.

3.20.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Commission. If the Commission does not approve the deductibles or self-insured retentions as presented, Consultant shall guarantee that, at the option of the Commission, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Commission, its directors, officials, officers, employees and agents; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.20.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the Commission.

3.20.8 Verification of Coverage. Consultant shall furnish Commission with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the Commission. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by the Commission before work commences. The Commission reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.20.9 Other Insurance. At its option Commission shall require such additional coverage(s), limits and/or deductibles/retentions it considers reasonable for Consultant's operations, and are consistent with similar operations. In retaining this option Commission does not warrant Consultant's insurance program to be adequate. Consultant shall have the right to purchase insurance in addition to the insurance required in this Section.

3.21 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures. As

between Consultant and the construction contractors only, the construction contractors shall remain solely responsible for construction safety notwithstanding any safety obligations of Consultant at the jobsite. The foregoing sentence shall not impact nor in any way modify or alter Consultant's indemnity and defense obligations to the Commission, as set forth in Section 3.19 of this Agreement, nor any of Consultant's duties or obligations set forth under this Agreement, including the attached exhibits.

3.22 Fees and Payment.

3.22.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall be on the basis of direct costs plus a fixed fee as further set forth in Exhibit "C" and shall not exceed the maximum amount of Three Million, Seven Hundred Eighty Six Thousand, Four Hundred Twenty Eight Dollars and Eight Cents (\$3,786,428.08) ("Total Compensation"), without written approval of Commission's Executive Director.

3.22.2 Payment of Compensation. Consultant shall submit a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the Statement. Charges specific to each Milestone listed in the Schedule of Services shall be listed separately on an attachment to each statement. Each statement shall be accompanied by a monthly progress report and spreadsheets showing hours expended for each task for each month and the total Project to date. Each statement shall include a cover sheet bearing a certification as to the accuracy of the statement signed by the Consultant's Project Manager or other authorized officer.

3.22.3 Additional Work. Any work or activities that are in addition to, or otherwise outside of, the Services to be performed pursuant to this Agreement shall only be performed pursuant to a separate agreement between the parties. Notwithstanding the foregoing, the Commission's Executive Director may make a change to the Agreement as permitted by law or authorized by the Commission.

(a) In addition to the changes authorized above, a modification which is signed by Consultant and the Commission's Executive Director, other than a Cardinal Change, may be made in order to: (1) make a negotiated equitable adjustment to the Agreement price, delivery schedule and other terms resulting from the issuance of a Change Order, (2) reflect definitive letter contracts, and (3) reflect other agreements of the parties modifying the terms of this Agreement ("Bilateral Contract Modification").

(b) Consultant shall not perform, nor be compensated for any change, without written authorization from the Commission's Executive Director as set

forth herein. In the event such a change authorization is not issued and signed by the Commission's Executive Director, Consultant shall not provide such change.

3.22.4 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by the Commission's Representative.

3.23 Prohibited Interests.

3.23.1 Solicitation. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to rescind this Agreement without liability.

3.23.2 Conflict of Interest. For the term of this Agreement, no member, officer or employee of the Commission, during the term of his or her service with the Commission, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.23.3 Conflict of Employment. Employment by the Consultant of personnel currently on the payroll of the Commission shall not be permitted in the performance of this Agreement, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, the employment by the Consultant of personnel who have been on the Commission payroll within one year prior to the date of execution of this Agreement, where this employment is caused by and or dependent upon the Consultant securing this or related Agreements with the Commission, is prohibited.

3.23.4 Covenant Against Contingent Fees. The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, the Commission shall have the right to terminate this Agreement without liability pursuant to Section 3.14, or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

3.23.5 Covenant Against Expenditure of Local Agency, State or Federal Funds for Lobbying. **Intentionally Omitted.**

3.24 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred and fees charged under this Agreement. The Federal Acquisition Regulations in Title 48, CFR 31 shall be the governing factors regarding allowable elements of cost. All such records shall be clearly identifiable. Consultant shall allow a representative of the Commission during normal business hours to examine, audit, and make transcripts or copies of any and all ledgers and books of account, invoices, vouchers, canceled checks, and any other records or documents created pursuant to this Agreement. All such information shall be retained by Consultant for at least three (3) years following termination of this Agreement

3.25 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.26 Right to Employ Other Consultants. Commission reserves the right to employ other consultants in connection with the Project.

3.27 Governing Law. This Agreement shall be governed by and construed with the laws of the State of California. Venue shall be in Riverside County.

3.28 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and, all other costs of such actions.

3.29 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.30 Headings. Article and Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

3.31 Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

CONSULTANT:
Jacobs
3850 Vine Street, Suite 120
Riverside, CA 92507

Attn: Joseph E. Jenkins

COMMISSION:
Riverside County
Transportation Commission
4080 Lemon Street, 3rd Floor
Riverside, CA 92501
Attn: Executive Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. mail, first class postage prepaid, and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.32 Conflicting Provisions. In the event that provisions of any attached exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the Parties and the interpretation of the Parties' understanding concerning the performance of the Services.

3.33 Amendment or Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.34 Entire Agreement. This Agreement contains the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior negotiations, agreements or understandings.

3.35 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.36 Provisions Applicable When Federal Department of Transportation Funds Are Involved. **Intentionally Omitted.**

3.37 No Waiver. Failure of Commission to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

[Signatures on following page]

**SIGNATURE PAGE
TO
AGREEMENT NO. 09-31-080-00**

IN WITNESS WHEREOF, this Agreement was executed on the date first written above.

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

CONSULTANT

**JACOBS PROJECT MANAGEMENT
CO.**

By: _____
Robert E. Magee, Chair

By: _____
Signature

Name

Title

Approved as to Form:

Attest:

By: _____
Best Best & Krieger LLP
General Counsel

Name

Its: Secretary

EXHIBIT "A"

SCOPE OF SERVICES

Performance Requirements

Construction Management: CONSULTANT shall furnish a Project Manager to coordinate CONSULTANT operations with COMMISSION. The Project Manager shall be responsible for all matters related to CONSULTANT personnel and operations. It is recommended that a single point of contact or "Resident Engineer" be assigned to direct and coordinate construction activities under this contract. Other Assistant Resident Engineers may be assigned to each specific project responsibilities as needed. Resident Engineer shall be a Civil Engineer, registered in the State of California. The Resident Engineer shall be in responsible charge of construction activity within the Project. If the Resident Engineer is not also a registered Landscape Architect, a Landscape Architect shall be assigned as an Assistant Resident Engineer responsible for daily on-site inspections and decisions regarding highway planting and the irrigation systems that comprise a portion of the Project.

The number of CONSULTANT personnel assigned to the project will vary throughout the duration of the contract. CONSULTANT personnel will be assigned, in varying levels of responsibility, as needed by the CONSULTANT to meet the project schedule, project requirements, and construction activities.

Resumes of personnel must be submitted to COMMISSION for review and approval prior to assignment to the Project. COMMISSION and CONSULTANT will jointly determine the quality and quantity of services that are required by CONSULTANT personnel. Personnel selected for assignment by CONSULTANT shall be made available for personal interviews prior to acceptance by COMMISSION. If, in the opinion of COMMISSION, an individual lacks adequate experience, the individual may be rejected or may be accepted on a trial basis until such time the individual's ability to perform the required services has been demonstrated. If, at any time, the performance of CONSULTANT personnel is unsatisfactory to COMMISSION, COMMISSION may release him/her by written notice and may request another qualified person be assigned.

If CONSULTANT personnel are on leave of absence, the Project Manager shall provide approved, equally qualified replacement personnel until the assigned personnel returns to the Project.

The typical workday includes all hours worked by the construction Contractor. If necessary, overtime for CONSULTANT personnel may be required. The construction Contractor's operations may be restricted to specific hours during the week, which shall become the normal workday for CONSULTANT personnel. The Project Manager, with concurrence from COMMISSION, shall have the authority to increase, decrease, or eliminate CONSULTANT personnel work hours dependent on the schedule and requirements of the construction Contractor. All overtime required by CONSULTANT personnel shall be

approved and authorized by COMMISSION prior to each occurrence.

CONSULTANT personnel shall be knowledgeable of and comply with all applicable local, state, and federal regulations. CONSULTANT personnel shall cooperate and consult with COMMISSION, State, and City officials during the course of the Project. CONSULTANT personnel shall perform duties as may be required to assure that construction is being performed in accordance with the Project plans and specifications. CONSULTANT personnel shall keep accurate and timely records and document all work performed by the Contractor and CONSULTANT.

CONSULTANT shall monitor for Contractor's compliance with the labor standards provisions of the projects and the related wage determination decisions of the Secretary of Labor.

CONSULTANT personnel shall assist COMMISSION and local agencies in obtaining compliance with the safety and accident prevention provisions of the projects. Local agencies will retain jurisdictional control for traffic control.

All services required hereunder shall be performed in accordance with California Department of Transportation guidelines, regulations, policies, procedures, manuals, and standards, except as noted in the special provisions.

Materials Testing: The number of field testing personnel assigned to the project will vary throughout the duration of the construction contract. CONSULTANT personnel will be assigned as needed by the Resident Engineer to meet the schedule of the construction contractor.

It is anticipated that at least one field technician will be required throughout the construction contract period. At times, additional technicians may be required to provide support for on-going construction activities. The duration of assignments could vary from a minimum of a few days to the full term of the project. CONSULTANT personnel will be available within two (2) days of written notification by COMMISSION.

It is the intent of COMMISSION to maintain a consistency of material testing quality throughout each phase of each project. CONSULTANT is therefore encouraged to provide, where ever and whenever possible, the same field personnel for the duration of construction of each project.

On days when work is not performed by the construction contractor, such as rainy or unsuitable weather days, CONSULTANT will not provide services unless authorized by the COMMISSION Construction Manager.

Resumes of materials testing personnel must be submitted to COMMISSION for review and approval prior to assignment to the Project. If, at any time, the level of performance of any testing personnel is below expectations, COMMISSION may release that field person and request that another be assigned as needed.

If a member of CONSULTANT's personnel is on a leave of absence, CONSULTANT's project manager will provide an equally qualified replacement employee until the original member returns to work. The replacement employee will meet all the requirements of a permanently assigned employee.

All personnel will be knowledgeable of, and comply with, all applicable local, Caltrans, and federal regulations; cooperate and consult with COMMISSION and local agency officials during the course of the contract; and perform other duties as may be required to assure that the construction is being performed in accordance with the project plans and specifications. CONSULTANT's personnel will keep records and document the work as directed by the Resident Engineer.

CONSULTANT personnel shall assist COMMISSION and local agencies in obtaining compliance with the safety and accident prevention provisions of the projects. Local agencies will retain jurisdictional control for traffic control.

All services required hereunder will be performed in accordance with Caltrans regulations, policies, procedures, manuals, and standards.

Construction Surveying: CONSULTANT will furnish surveying crew(s) to perform construction surveys for the project. The number of survey crew(s) assigned to the project will vary throughout the duration of the construction contract. CONSULTANT personnel will be assigned as needed by the Resident Engineer to meet the schedule of the construction contractor.

It is the intent of COMMISSION to maintain a consistency of construction survey quality throughout each phase of each project. Therefore, CONSULTANT is encouraged to provide the same field personnel for the duration of construction. It is important that the Field Party Chief(s) assigned to a project be completely familiar with the survey requirements and the assignments for the project.

Construction surveying will not be performed when conditions such as weather, traffic, and other factors prevent safe and efficient operation.

Resumes of CONSULTANT personnel and certification must be submitted to COMMISSION for review. CONSULTANT personnel must be approved by COMMISSION prior to assignment to a project. COMMISSION and CONSULTANT will have the responsibility of determining the quality and quantity of work performed by CONSULTANT personnel. If, at any time, the level of performance by CONSULTANT personnel is below expectations, COMMISSION may release the survey crew member and request that another be assigned.

If CONSULTANT's survey crew personnel assigned to the project is on a leave of absence, the Project Manager will provide an equally qualified replacement(s) until the original employee(s) returns to work. The replacement will be required to meet all the requirements of the permanently assigned employee.

CONSULTANT personnel will:

- Be knowledgeable of, and comply with all, applicable local, Caltrans, state, and federal regulations.
- Cooperate and consult with COMMISSION officials during the course of the contract.
- Perform duties as may be required to assure construction is performed in accordance with the project plans and specifications.
- Keep records and document work as directed by the Resident Engineer.

All services required hereunder will be performed in accordance with Caltrans regulations, policies, procedures, manuals, and standards.

Duties and Responsibilities

It is noted and acknowledged that the Project will be executed under separate construction contracts, one for the Interchange Reconstruction and one for the Landscape Construction as described in the Project Description. Where the terms "Project" and "Contractor" are used herein, they shall apply to both contracts and contractors.

1. Pre-construction Services

a. Plan Review

CONSULTANT shall review construction contract documents prior to construction. Tasks include review of plans, specifications, technical reports, resident engineer's pending files, and associated items in order to verify completeness and consistency throughout the Project. At minimum, CONSULTANT shall check for quantity discrepancies, potential conflicts, constructability, and consistency between plans, specifications and pay items.

b. Schedule

CONSULTANT shall review the proposed Project schedule, compare it to the Project plans and specifications, and provide recommendations to COMMISSION, as appropriate, to ensure efficiency of Contractor and CONSULTANT operations and safe and expeditious completion of the Project.

c. Budget

CONSULTANT shall review the Project estimate and provide recommendations to COMMISSION, as appropriate, to ensure efficient utilization of funds and control of project costs.

2. Bid Process

a. Bid Documents

CONSULTANT shall assist COMMISSION, as requested, with the following tasks:

1. Review of bid documents
2. Preparation of bid tabulations

b. Pre-construction Meetings

CONSULTANT shall assist COMMISSION in conducting one or more, pre-construction meetings with all involved parties on the Project. Parties may include, but are not limited to, the Contractor, the design engineer, County, cities, utility companies, and developers.

c. Contract Award

CONSULTANT shall assist COMMISSION, as requested, with the following tasks:

1. Review of bid for completeness and responsiveness
2. Perform bid analysis
3. Development of contractor payment schedules, and other procedural items.
4. Checking Contractor references, licenses, insurance, and sureties.
5. Coordination with prospective Contractor for award of construction contract(s).

All processes will be consistent with procedures outlined by the California Department of Transportation for Special Funded Programs.

3. Project Administration

a. CONSULTANT shall administer project construction contract using Caltrans Construction Manual as a guideline.

b. CONSULTANT shall conduct regular project coordination meetings with Contractor, COMMISSION, local agencies, and design engineer, as appropriate.

c. CONSULTANT shall prepare Contractor progress payments and maintain payment records and supporting documentation. All progress payments shall be reviewed by COMMISSION for approval.

d. CONSULTANT shall establish and maintain Project records. Project record keeping shall include, but are not limited to, correspondence, memoranda, contract documents, change orders, claims, COMMISSION and engineer directives, meeting minutes, shop drawings, supplementary drawings, and requests for payment. CONSULTANT shall maintain a record of the names, addresses, and telephone and fax

numbers of the Contractors, subcontractors, and principal material suppliers.

- e. CONSULTANT shall establish and maintain a filing system for each Project using the Caltrans Construction Manual as a guideline.
- f. CONSULTANT shall monitor Contractors' construction schedules on an ongoing basis and alert COMMISSION to conditions that may lead to delays in completion of the Project.
- g. CONSULTANT shall prepare and submit a monthly Activity Summary Report for each project. The activity report shall include construction activity, accomplishments, and status of project budget and schedule.
- h. CONSULTANT shall review and ensure compliance with environmental requirements.
- i. CONSULTANT shall participate in partnering sessions with the Contractor, COMMISSION, and Local Agencies, as required.
- j. CONSULTANT shall ensure that the Project meets all provisions of the Caltrans Quality Assurance Program Manual.
- k. CONSULTANT shall review Contractors' certified payroll records and assist COMMISSION with labor compliance.
- l. CONSULTANT shall ensure that the Project meets all provisions of the Storm Water Pollution Prevention Plan (SWPPP).
- m. CONSULTANT shall assure that the Project meets all applicable regulations of the Air Quality Management District (AQMD).

4. Construction Coordination

- a. CONSULTANT shall provide a minimum of one qualified Senior Resident Engineer and other qualified Resident Engineers, as needed to effectively manage the Project.
- b. CONSULTANT Resident Engineer shall act as a prime point of contact between Contractor, COMMISSION, CONSULTANT's construction surveyor, CONSULTANT's materials inspector, and utility companies. CONSULTANT may, when requested by COMMISSION, act as point of contact between design engineers, cities, and the public.
- c. CONSULTANT shall maintain regular contact with COMMISSION's Construction Manager.

- d. CONSULTANT shall coordinate utility relocations with utility companies and their designees, as well as the utility inspector.
- e. CONSULTANT shall review Project plans and special provisions for possible errors and deficiencies prior to construction of any specific element and report such findings to COMMISSION. Should COMMISSION determine that changes are necessary, CONSULTANT shall assist in implementation and processing of change orders in accordance with contract documents.
- f. CONSULTANT shall provide all required monitoring, coordination, and tracking of construction progress to ensure the Project proceeds on schedule and according to the order of work in the plans and special provisions. CONSULTANT shall expedite work, as required, to maintain schedule in conjunction with the overall construction staging program.
- g. CONSULTANT shall coordinate review of shop drawings and Requests for Information (RFI) with the Construction Manager. CONSULTANT shall log and track all submittals and requests.
- h. CONSULTANT shall provide a qualified SWPPP coordinator who shall review contractor prepared Storm Water Pollution Prevention Plans (SWPPP) and coordinate approval with COMMISSION. CONSULTANT shall cooperate with monitoring agency inspections and field reviews.
- i. CONSULTANT shall coordinate the implementation of any changes with the Construction Manager and the design engineer.
- j. CONSULTANT shall review and approve falsework and shoring plans.
- k. CONSULTANT shall review and approve Traffic Control Plans and forward to COMMISSION to get City approval as necessary.
- l. CONSULTANT shall coordinate all Project construction activities with other on-going projects within and adjacent to the Project limits.

5. Construction Inspection

- a. CONSULTANT shall coordinate all required inspections necessary for the Project. CONSULTANT shall ensure that appropriate City, and local agency are notified and present as required throughout the Project. CONSULTANT shall notify COMMISSION immediately regarding any directives, recommendations, notices, etc. received from agencies other than COMMISSION.
- b. CONSULTANT shall perform daily on-site observations of the progress and quality of construction to determine if the work being performed is in general conformance

with the contract documents, all applicable laws, codes, and ordinances.

c. CONSULTANT shall exercise reasonable care and diligence to discover and promptly report to COMMISSION any and all defects or deficiencies in the materials or workmanship used in the Project.

d. CONSULTANT personnel assigned to the Project shall be thoroughly familiar with Caltrans Standard Specifications, Caltrans Standard Plans, and Caltrans Erosion Control and Highway Planting requirements.. CONSULTANT personnel shall have the ability to read and interpret construction plans and specifications. CONSULTANT personnel shall also have knowledge of State of California Construction Safety Orders (CalOSHA) and traffic control practices as specified in the Work Area Traffic Control Handbook (WATCH). In addition, CONSULTANT personnel shall be familiar with the construction requirements of Storm Water Pollution Prevention Program.

e. Assignments to be performed by CONSULTANT personnel shall include, but are not limited to, the following:

1. Paving and subgrade inspection, structures and foundation inspection, signing and striping inspection, quantity calculations, checking grade and alignment, construction traffic control, and duties that may be required to determine that construction of the Project is being performed in accordance with the contract documents.

2. Identifying actual and potential problems associated with the Project and recommending sound engineering solutions.

3. Subgrade inspection, hardscape inspection, trenching & irrigation inspection, quantity calculations, checking grade and alignment, sub-surface & finish surface drainage inspection, soil amendments and plant material identification & quality control, along with other duties that may be required to determine that construction of the Project is being performed in accordance with the contract documents.

4. Arrange testing in accordance with Caltrans highway planting procedures.

5. Maintaining awareness of safety and health requirements. Monitoring Contractors' compliance with applicable regulations and construction contract provisions for the protection of the public and Project personnel.

6. Preparing complete and accurate daily reports, calculations, project records, payment quantity documents, reports, and correspondence related to Project activities. Documents shall be sufficient to provide actual cost of force account work.

7. Preparing construction sketches, drawings, and cross-sections, as necessary.

8. Keep records of all deviations from the approved plans to assist the Design Engineer in the preparation of as-built plans.
9. Providing inspections for environmental compliance.
10. Maintaining awareness of water discharge requirements. Monitoring Contractors' compliance with applicable regulations and construction contract provisions.
11. Monitoring Contractors' compliance with applicable regulations required by AQMD.
12. Other duties as may be required or reasonably requested.

6. Project Support

a. Construction Surveys

CONSULTANT shall perform construction surveying services, field calculations, and home office calculations to support construction of the projects. CONSULTANT may be requested to review available survey data, construction plans, and right-of-way plans to confirm compatibility and to identify discrepancies prior to and during construction of proposed projects. The Resident Engineer will assign survey work to the CONSULTANT by issuing a "Request for Survey Services". Requests may include, but not be limited to, the following types of surveys and related services:

1. Construction Surveys

CONSULTANT shall assist the Resident Engineer in all phases of construction staking and calculations as needed.

Survey calculations and adjustments shall be performed with established and computed coordinates based on the California Coordinate System.

Cross-section data collection shall be performed by conventional and terrain line interpolation survey methods.

Survey data will include topography, cross-section, and other survey data in computer formats compatible with the Caltrans computer survey and design systems.

Prepare and maintain survey documents. Survey documents include survey field notes, maps, drawings, and other survey documents.

Perform construction staking, including but not limited to:

- Utility relocations
- Clearing limits
- Slope staking

- Storm drain, sanitary sewer, and irrigation systems
- Drainage structures
- Curbs, gutters, and sidewalk
- Horizontal and vertical control for structures and portions of structures (bents, abutments, wingwalls, etc.)
- Rough grade
- Finish grade

Monitor for settlement if required

Global Positioning Satellite (GPS) equipment shall be made available if required by COMMISSION

2. Right of Way Lines

Existing right of way and easements will be established from Local Agency's record information and existing monumentation.

- Right of way monumentation shall be renewed and restored in accordance with Section 10.4 of the Caltrans "Survey Manual" and the State of California Land Surveyor's Act.
- Corner records and records of surveys shall be prepared and filed in accordance with the applicable standards and the State of California Land Surveyor's Act.
- Perpetuate existing monumentation. Includes restoring, renewing, referencing, and resetting existing boundary related monumentation. In addition, stake areas where construction disturbs the existing right of way, preparing and filing required maps and records.

New right of way and easements will be established from plans, right of way maps, utility drawings, and Local Agency record information, and existing monumentation.

- Right of Way Surveys. Includes research and preparation filing of required maps and records. In addition, locate and set monuments for right or way and easement lines, staking for right of way and easement fences.
- Final monumentation. Includes setting of centerline points of control upon completion of construction.

3. Special Design – Data Surveys

Includes drainage, utility, and surveys required for special field studies.

b. Materials Testing and Geotechnical Services

CONSULTANT will provide experienced personnel, equipment, and facilities to perform various construction materials sampling and testing. Laboratory and field materials testing will be used to ensure that structure and roadway construction work conforms to California State Department of Transportation (Caltrans) standards, specifications, and special provisions for material quality and workmanship.

All field and laboratory testing is to be performed in accordance with California Test Methods.

CONSULTANT will be responsible for the accuracy and completeness of all test data compilation and results.

c. Public Relations

CONSULTANT shall retain a public relations firm to implement a public outreach program for the project. CONSULTANT shall coordinate public awareness for the project with COMMISSION in conjunction with the local agencies. The CONSULTANT will manage all public awareness activities for this project. CONSULTANT's public relations firm will be responsible for but not limited to the following outreach activities:

- Attend construction meetings
- Dissemination of traffic advisories
- Respond to public inquiries/calls
- Organize ground breaking and ribbon cutting ceremonies

d. Permits

CONSULTANT shall review the project for permit compliance and coordinate with COMMISSION and the design engineer to ensure that necessary permits are obtained. CONSULTANT shall assist COMMISSION in the coordination, timely processing and verification of approval for all permits. CONSULTANT shall maintain permits and permit documentation on site.

7. Cost and Schedule

a. CONSULTANT shall monitor and track the following:

1. Contract pay item quantities and payments
2. Contract change orders
3. Supplemental work items
4. Agency furnished materials
5. Anticipated extra work balance
6. Contingency balance
7. Project budget

b. CONSULTANT shall review and monitor Contractor's schedule and inform COMMISSION of any significant changes or deviations in the schedule.

c. CONSULTANT shall provide and maintain a Project staffing plan of field office personnel. In cooperation with COMMISSION, the staffing plan shall be periodically updated to reflect Project progress and needs.

8. Contract Change Orders and Claims

a. CONSULTANT shall receive and evaluate requests for changes and/or substitutions by the Contractor. Contract Change Orders submitted to COMMISSION shall be accompanied by CONSULTANT recommendations. Where applicable, CONSULTANT shall convey proposed changes to design engineer, or other project Consultants. If the requested changes are accepted, CONSULTANT shall negotiate and prepare appropriate Contract Change Orders.

b. CONSULTANT shall attempt to avoid all unnecessary Contract Change Orders. When a Contract Change Order is necessary, CONSULTANT shall consult with COMMISSION prior to its preparation. Unless directed otherwise by COMMISSION, the preferred method of payment for Contract Change Orders should be as follows

1. Agreed Price
2. Adjustment in compensation to a bid item
3. Time and materials or Force Account

c. CONSULTANT shall attempt to identify all potential claims, track and monitor unresolved claims, and implement claims avoidance processes.

d. CONSULTANT shall assist COMMISSION, as requested, in the identification, resolution, and final disposition of claims filed by the Contractor or third parties against COMMISSION or the Project.

9. Safety

In addition to the requirements specified elsewhere in this contract, the following shall also apply:

a. CONSULTANT shall implement and conduct a comprehensive safety program including regular tail-gate safety meetings for CONSULTANT personnel. CONSULTANT shall provide monthly CONSULTANT status of safety reports.

b. CONSULTANT shall comply with State of California Construction Safety Orders and provisions of the Caltrans Construction Manual.

c. CONSULTANT shall provide appropriate safety training for all CONSULTANT field personnel.

d. CONSULTANT shall provide all necessary safety equipment as required for CONSULTANT personnel.

10. Project Close Out

a. CONSULTANT shall prepare a list of items to be completed and/or corrected by the Contractor for final completion of the Project.

b. CONSULTANT shall collect and furnish as-built information to the design engineer for preparation of as-built drawings including pre-stress drawings and pile logs, as applicable.

c. CONSULTANT shall review and verify completeness of as-built drawings.

d. CONSULTANT shall conduct a final walk-through with COMMISSION, Local Agencies, Contractors, and design engineers.

e. CONSULTANT shall prepare final construction reports including the Project Completion Report.

f. CONSULTANT shall prepare and deliver to COMMISSION all project files.

g. CONSULTANT shall assist COMMISSION and Contractor in obtaining final release of all project permits.

Deliverables

1. Inspector daily reports, extra work diaries, Landscape Architect, and Resident Engineers' daily diaries.

2. Monthly Project Activity Summary Reports.

3. Monthly Contractor progress payments, back-up documentation, and Contractor payment records.

4. Contractor final payment documents, delivered to COMMISSION no later than ten (10) working days after acceptance by COMMISSION of the completed construction projects.

5. Project Completion Report.

6. All project files, project reports, correspondence, memoranda, shop drawings, project logs, change order data, claims and claim reports, and Contractor payment records.

7. Certified payrolls and fringe benefit statements for all employees, CONSULTANT and Contractor, who are subject to the State and/or Federal prevailing wage rates.

8. All material test results will be provided in accordance with the applicable Standard Specifications and Special Provisions, and test methods. Failing tests will be immediately reported to the Resident Engineer or Structures Representative. All test results will be recorded on the appropriate forms. The test documents will be legible and show the identity of the tester where appropriate. A notebook containing all results will be kept.

9. Unless otherwise specified in the survey request, the deliverables shall conform to the following:

a. Survey points, lines, and monuments shall be established, marked, identified, and referenced as required by survey request and requirements herein.

b. Survey notes, drawings, calculations, and other survey documents and information shall be completed as required by the survey request and the requirements herein.

c. All original survey documents resulting from this contract, including original field notes, adjustment calculations, final results, and appropriate intermediate documents, shall be delivered to the Resident Engineer and shall become the property of COMMISSION. A copy of all survey documents furnished by COMMISSION shall be retained by CONSULTANT for future reference.

When the survey is performed with a total station survey system, the original field notes shall be a hard copy in a readable format of the data (observations) as originally collected and submitted by the survey party. The hard copy shall be signed by the Party Chief. If the Party Chief is not licensed, the person in "responsible charge" will be required to sign.

d. Deliverables to the Resident Engineer shall follow the format specified below:

- Horizontal Control
- Alpha numeric hard copy point listing with adjusted California Coordinate System northing and eastings and the appropriate descriptions.
- Vertical Control
- Alpha numeric hard copy benchmark listing with adjusted elevations compatible with the design datum.
- Topography
- Alpha numeric hard copy listing, hard copy drawing, and computer aided drawing and design (CADD) digital drawing. The CADD drawing shall be compatible with the systems utilized by Caltrans.

Data collection method used to collect cross-section data and the coding (feature description) of terrain data for cross-sections shall conform to the survey request requirements. Deliverables shall depend on the data collection method as follows:

- Conventional Cross – Sections (each cross – section):

For each cross - section and alpha numeric listing, a hard copy drawing, and a computer formatted file compatible with the systems utilized by Caltrans.

- Terrain Line Interpolation Cross – Section Data (each terrain line interpolation survey):

Terrain line interpolation cross – sections shall include an alpha numeric listing, a hard copy plan view drawing of the terrain lines, and a computer input file. The computer input file shall be provided in a format compatible with the systems utilized by Caltrans.

e. Data Collector Data

If specified in the survey request, the raw data from the data collector shall be provided in a format conforming to the survey request requirements

f. Other

As specified in the survey request.

Equipment and Materials to be provided by Offerror

1. CONSULTANT will provide office space, telephones, desks, chairs, computers, and appropriate office equipment. One (1) office with a desk, chair, telephone, and computer will be reserved for the COMMISSION.

2. CONSULTANT shall provide all necessary equipment including software, materials, supplies, miscellaneous tools, and safety equipment required for its personnel to perform the services accurately, efficiently, and safely. Only those items listed in Attachment B, CONSULTANT Cost Proposal, shall be reimbursed by COMMISSION.

2. CONSULTANT personnel shall be provided with vehicles suitable for the location and nature of the work involved. Vehicles shall be equipped with flashing yellow lights, either permanently or temporarily affixed.

3. CONSULTANT personnel shall be provided with a mobile radio, cellular phone, or other means to assure full-time communication. If a radio system is to be used, CONSULTANT shall provide a base station at the field office.

4. CONSULTANT personnel shall be provided with all applicable standard plans, specifications, and other standards as appropriate (see item G below).

5. For Materials Testing, CONSULTANT and its staff will be fully equipped at all times to perform the services required, including but not limited to the following:

a. An on-site mobile laboratory or laboratory in close proximity to the project will be required. The type and location of the lab should be such that it can meet the needs of the project in an efficient, time effective manner. The laboratory is to be fully staffed, equipped, and supplied to conduct all required soils, materials, and concrete breaking tests in a timely manner.

b. CONSULTANT's personnel will be provided with radios, mobile phones, or other means to assure full-time communication. CONSULTANT vehicles will have flashing lights, visible from the rear, with a driver control switch. Vans without side windows will not be used. COMMISSION furnished magnetic logos will be affixed to each side of the vehicle at all times the vehicle is being used for the work under this contract.

Each vehicle is to be fully contained with all necessary equipment and supplies necessary to perform the field sampling and tests required.

c. Field personnel will be provided with all necessary safety equipment to permit work to be performed safely and efficiently within operating highway and construction zone environments.

d. All equipment to be calibrated as per Section 3-10 and 3-11 of Caltrans' Quality Assurance Program Manual.

6. For construction surveying, CONSULTANT and staff shall have adequate equipment and supplies to complete the required survey work. Equipment and supplies shall, include, but not be limited to:

a. Survey vehicles:

Survey vehicles will be suitable to perform the required work in varying terrain and conditions encountered on the project. Vehicles shall be fully equipped with all necessary tools, instruments, supplies, and safety equipment required to perform the work accurately, efficiently, and safely. Vehicles shall be equipped with a flashing yellow beacon light.

b. Data Processing Systems:

Data processing systems shall include hardware and software to:

- Perform survey and staking calculations from the design plans and specifications;
- Reduce survey data collected with conventional and total station survey systems;
- Perform network adjustments for horizontal and vertical control surveys;

- Format survey data to be compatible with the Caltrans computer survey and data system.
- c. Drafting equipment and supplies.
- d. Digital calculators.
- e. Hand tools as appropriate for the requested survey work.
- f. Traffic cones (minimum 25). Traffic cones shall be 28 inches in height (minimum).
- g. Traffic control devices as required to perform the requested survey work. Traffic control devices include signs, sign bases, flags, and hand held signs.
- h. Leveling instruments and equipment:
- Self-leveling level. Precision: standard deviation in one mile of double run leveling 0.005 feet or less.
 - Suitable level rods for the work to be performed.
- i. Distance measuring instruments and equipment:
- Electronic distance measurer (EDM). Precision: standard deviation 3 mm plus 3 PPM, or less; Range: Minimum one mile under average atmospheric conditions.
 - Prisms, sufficient to perform the required work.
 - Tapes; steel, cloth.
- j. Angle measuring instruments and equipment:
- Theodolite for non-control surveys; Precision: direct circle reading to three seconds, or equivalent, horizontal and vertical.
 - Targets as required to perform the work.
- k. When required for efficient survey operations, total station survey systems consisting of an electronic angle measuring instrument, EDM, and electronic data collector shall be provided. The angle measuring instruments and EDM shall conform to the requirements for the equipment previously listed.
- l. Radio or cellular communications equipment for communication between field office and field crews.
- m. Caltrans manuals, standards, forms, and other policies and procedures to be followed to perform the required work.

Materials to be Furnished by Commission

1. COMMISSION will provide copies of all Project construction documents including plans, special provisions, reports, designer prepared resident engineer files, and contracts.

2. COMMISSION will provide copies of all previously secured permits and Project authorizations.
3. Appropriate forms for recording test data in accordance with Caltrans practices and procedures outlined in the "Manual of Test".
4. Magnetic COMMISSION logos to be affixed to CONSULTANT vehicles.

Standards

All construction inspection, surveys, materials sampling and testing, and contract administration shall be in accordance with the Project bid documents, special provisions, plans, and current Caltrans Manuals including:

1. Construction Manual and its revisions
2. Bridge Construction Records and Procedures Manual
3. Quality Assurance Program Manual
4. Manual of Traffic Controls for Construction and Maintenance Work Zones
5. Caltrans Standard Specifications and Standard Plans
6. Caltrans Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual
7. Manual of Test (3 volumes)
8. Survey Manual
9. District 8 Standard Staking Procedures Manual

Work not covered by the manuals shall be performed in accordance with accepted professional standards.

Surveys performed by CONSULTANT shall conform to the requirements of the Land Surveyor's Act. In accordance with the Land Surveyor's Act, "responsible charge" for the work shall reside with the Licensed Land Surveyor or a pre-January 1, 1982, Registered Professional Civil Engineer in the State of California.

Unless otherwise specified in the survey request, control surveys shall conform to second order (modified) accuracy standards as specified in the Caltrans "Survey Manual".

Additional standards for specific survey work may be included in the applicable request for survey. Such standards supplement the standards specified herein. If additional standards conflict with the standards specified herein, the "Survey Request's" standard shall govern.

The Resident Engineer and COMMISSION will decide all questions which may arise as to the quality or acceptability of deliverables furnished and work performed for this contract. Any CONSULTANT employee who does not perform adequately will be replaced if directed by the COMMISSION Construction Manager.

Availability and Work Hours

The typical workday includes all hours worked by COMMISSION's construction Contractor. The construction Contractor's operations may be restricted to specific hours during the week, which will become the normal workday for CONSULTANT's personnel. On days when work is not performed by the construction contractor, such as rainy or unsuitable weather days, CONSULTANT services will not be provided unless authorized by the COMMISSION Construction Manager.

Unless otherwise directed by COMMISSION, the normal work week will consist of 40 hours. From time to time, overtime may be required. However, overtime will be worked only when approved in writing by COMMISSION.

Limitations to Authority

CONSULTANT does not have the authority to:

1. Authorize deviations from the contract documents.
2. Approve substitute materials or equipment; except as authorized in writing by COMMISSION.
3. Conduct or participate in tests or third party inspections; except as authorized in writing by COMMISSION.
4. Assume any of the responsibilities of the Contractors, Contractors' Superintendent, or subcontractors.
5. Exercise control over or be responsible for construction means, methods, techniques, sequences, procedures, or safety precautions.
6. Communicate directly with subcontractors or material suppliers without the prior consent of the Contractor.
7. Verbally authorize or approve change orders or extra work for the Project.

8. Offer or receive incentives, inducements, or other forms of enumeration to or from the Contractor to perform services or work outside the terms of any executed contracts for this Project.

Third Party Relationships

This Contract is intended to provide unique services for a specific project. In the development of the Project, COMMISSION has worked closely with various professional Consultants, agencies, and others in the preparation of the construction documents and other Project related materials. COMMISSION, however, is solely responsible for and will be the sole point of contact for all contractual matters related to the Project. CONSULTANT shall take direction **only** from COMMISSION and shall regularly inform **only** COMMISSION of Project progress, outstanding issues, and all Project related matters.

During the course of the Project, CONSULTANT may find occasion to meet with City or County representatives, the design engineer, Project Consultants, or other third parties who have assisted with the Project. These entities may, from time to time, offer suggestions and/or recommendations regarding the Project or elements of the Project. While COMMISSION enjoys a close relationship with and has considerable confidence in the capabilities of these other parties, CONSULTANT shall not act on any suggestions, solicited or unsolicited, without obtaining specific direction from COMMISSION. All oral and written communication with outside agencies or Consultants related to the project shall be directed only to COMMISSION. Distribution of Project related communication and information shall be at the sole discretion of COMMISSION representatives.

Construction Site Safety

In addition to the requirements specified elsewhere in this contract, the following also will apply.

1. CONSULTANT will conform to the safety provisions of the Caltrans Construction Manual.
2. CONSULTANT's field personnel will wear white hard hats with proper suspension, orange vests with reflective tape, sleeved shirt, long pants, and leather boots with ankle support and rubber soled shoes at all times while working in the field.
3. CONSULTANT will provide appropriate safety training for all CONSULTANT's personnel.
4. All safety equipment will be provided by CONSULTANT.

Basis for Survey and Monument Staking

COMMISSION will designate the existing horizontal and vertical control monuments that are the basis of CONSULTANT performed surveys. COMMISSION will provide the California

Coordinate System values and/or elevation values for these monuments. CONSULTANT shall adjust CONSULTANT performed surveys to be the designated control monuments and the values.

Monuments established by CONSULTANT shall be marked by CONSULTANT with furnished disks, plugs, tags. In addition, CONSULTANT shall identify CONSULTANT established monuments by tagging or stamping the monuments with the license or registration number of CONSULTANT'S surveyor who is in "responsible charge" of the work.

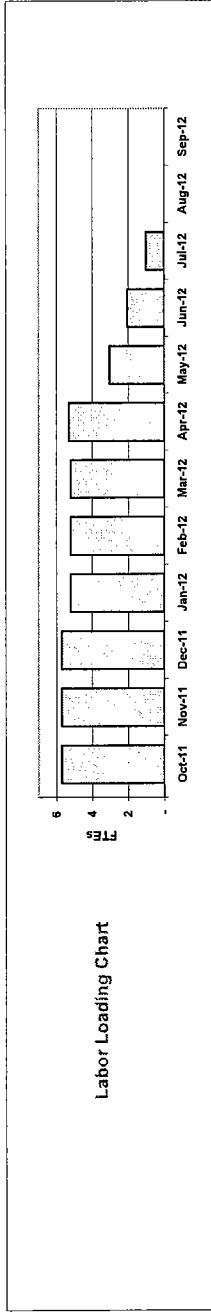
Personnel Qualifications and Responsibilities

The quantity and qualifications of field personnel to be assigned will be determined by the scope of the Project and the degree of difficulty of required tasks to be performed. All personnel and personnel assignments shall be subject to approval by COMMISSION.

EXHIBIT "B"
SCHEDULE OF SERVICES

[attached behind this page]

RCTC-Construction Management Services for SR-74/I-215 Interchange Improvement Program



Project Schedule											
25	26	27	28	29	30	31	32	33	34	35	36
Oct-11	Nov-11	Dec-11	Jan-12	Feb-12	Mar-12	Apr-12	May-12	Jun-12	Jul-12	Aug-12	Sep-12
FY2012											
(Anticipated Completion Date: 04/30/12)											

Position	Name	Company	FY2012												Total										
			25	26	27	28	29	30	31	32	33	34	35	36											
Oct-11	Nov-11	Dec-11	Jan-12	Feb-12	Mar-12	Apr-12	May-12	Jun-12	Jul-12	Aug-12	Sep-12	Oct-11	Nov-11	Dec-11	Jan-12	Feb-12	Mar-12	Apr-12	May-12	Jun-12	Jul-12	Aug-12	Sep-12	Total	
Project Principal/QA Manager	Jenkins, Joseph E.	Jacobs - Field	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	364
Resident Engineer	Tomasetti, Gary	Jacobs - Field	176	176	176	176	176	176	176	176	176	176	176	176	176	176	176	176	176	176	176	176	176	176	5,400
Safety Manager	Catingella, Devin	Jacobs - Field	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	208
Inspector (Roadway)	Russell, Roger	Jacobs - Field	176	176	176	176	176	176	176	176	176	176	176	176	176	176	176	176	176	176	176	176	176	176	4,664
Project Controls/Scheduling	Schultz, Joanne	Jacobs - Field	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	256
Office Engineer	Yu, Clementine	Jacobs - Field	176	176	176	176	176	176	176	176	176	176	176	176	176	176	176	176	176	176	176	176	176	176	5,144
Landscape Architect	Flores, Gil	Covate Nights, Inc.	120	120	120	120	120	120	120	120	120	120	120	120	120	120	120	120	120	120	120	120	120	120	3,680
Materials Testing	TBD	MTGL	176	176	176	176	176	176	176	176	176	176	176	176	176	176	176	176	176	176	176	176	176	176	3,138
Inspector (Bridge)	Malik, Tariq	Falcon Engineering	88	88	88	88	88	88	88	88	88	88	88	88	88	88	88	88	88	88	88	88	88	88	3,784
Inspector (Electrical)	DeWalt, Ronald	Vall Cooper	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	88
SWPPP Coordinator	Broadwater, Mike	Vall Cooper	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	160
Construction Surveying*	Simental & Staff	Psomas	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	2,080
Public Relations*	Donahue & Staff	Arellano Associates	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	604
Labor Compliance	Meadows, Karen	Meadows Consulting	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	200
Total Hours:			1,004	1,004	1,004	916	916	916	934	934	536	360	176	-	-	-	-	-	-	-	-	-	-	-	27,142

EXHIBIT "C"

COMPENSATION AND PAYMENT

For the satisfactory performance and completion of the Services under this Agreement, the Commission will pay the Consultant compensation as set forth herein.

1. ELEMENTS OF COMPENSATION.

Compensation for the Services will be comprised of the following elements: 1.1 Direct Labor Costs; 1.2 Fixed Fee; and 1.3 Additional Direct Costs.

1.1 DIRECT LABOR COSTS.

Direct Labor costs shall be paid in an amount equal to the product of the Direct Salary Costs and the Multiplier which are defined as follows:

1.1.1 DIRECT SALARY COSTS

Direct Salary Costs are the base salaries and wages actually paid to the Consultant's personnel directly engaged in performance of the Services under the Agreement. (The range of hourly rates paid to the Consultant's personnel appears in Section 2 below.)

1.1.2 MULTIPLIER

The Multiplier to be applied to the Direct Salary Costs to determine the Direct Labor Costs is 1.95, and is the sum of the following components:

1.1.2.1	<u>Direct Salary Costs</u>	<u>1.00</u>
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1.1.2.2	<u>Payroll Additives</u>	<u>0.26</u>
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The decimal ratio of Payroll Additives to Direct Salary Costs. Payroll Additives include all employee benefits, allowances for vacation, sick leave, and holidays, and company portion of employee insurance and social and retirement benefits, all federal and state payroll taxes, premiums for insurance which are measured by payroll costs, and other contributions and benefits imposed by applicable laws and regulations.

1.1.2.3 Overhead Costs 0.69

The decimal ratio of allowable Overhead Costs to the Consultant firm's total direct salary costs. Allowable Overhead Costs include general, administrative and overhead costs of maintaining and operating established offices, and consistent with established firm policies, and as defined in the Federal Acquisitions Regulations, Part 31.2.

1.1.2.4 Profit 10%

Total Multiplier 2.145

(sum of 1.1.2.1, 1.1.2.2, and 1.1.2.3 multiplied by the percentage of profit)

1.2 FIXED FEE.

1.2.1 The Fixed Fee is the Profit as determined in Section 1.1.2.4. The Maximum Fixed Fee under this Agreement is One Million Sixty Five Thousand, Five Hundred Fifty Six Dollars and Forty Five Cents (\$165,556.45) and shall not exceed this amount without written approval of the Commission's Executive Director.

1.3 ADDITIONAL DIRECT COSTS.

Additional Direct Costs directly identifiable to the performance of the services of this Agreement shall be reimbursed at the rates below, or at actual invoiced cost.

Rates for identified Additional Direct Costs are as follows:

<u>ITEM</u>	<u>REIMBURSEMENT RATE</u>
Vehicle Lease & Fuel	\$1,200.00 / month
Cell Phones	\$75.00 / month
Office Lease	\$4,837.50 / month
Office Utilities	\$500.00 / month
Office Phone Equipment (9 phones)	\$300.00
Phone Service	\$50.00 / month
Copier Lease	\$300.00 / month
Coffee / Water Service	\$100.00 / month
Office Supplies	\$200.00 / month

Office Furniture (10 working spaces)	\$500.00
Conference Room Furniture & File Cabinets	\$4500.00
Computers (5 desktop)	\$4,500.00
Network Printer (1)	\$500.00
Alarm System	\$150.00 / month
Janitorial Service	\$250.00 / month
T1 Line Set Up	\$12,500.00
T1 Line Service	\$100.00 / month
Digital Camera (1)	\$150.00
Travel	Actual Cost
Car mileage	\$0.59 / mi. or current IRS rate
Reprographic Services	Actual Cost
Postage/Shipping	Actual Cost
Courier Service	Actual Cost
Other Rentals, Supplies & Purchases	Actual Cost

Travel by air and travel in excess of 100 miles from the Consultant's office nearest to the Commission's office must have the Commission's prior written approval to be reimbursed under this Agreement.

2. DIRECT SALARY RATES

Direct Salary Rates, which are the range of hourly rates to be used in determining Direct Salary Costs in Section 1.1.1 above, are given below and are subject to the following:

- 2.1** Direct Salary Rates shall be applicable to both straight time and overtime work, unless payment of a premium for overtime work is required by law, regulation or craft agreement, or is otherwise specified in this Agreement. In such event, the premium portion of Direct Salary Costs will not be subject to the Multiplier defined in Paragraph 1.1.2 above.
- 2.2** Direct Salary Rates shown herein are in effect for one year following the effective date of the Agreement. Thereafter, they may be adjusted annually to reflect the Consultant's adjustments to individual compensation. The Consultant shall notify the Commission in writing prior to a change in the range of rates included herein, and prior to each subsequent change.

POSITION OR CLASSIFICATION RANGE OF HOURLY RATES

Principal	\$55.75 TO \$92.92/hour
Construction Project Manager	\$43.27 to \$72.12/hour
Health, Safety & Environment	\$29.61 to \$55.36/hour
Quality Control (Field) Inspector	\$47.85 to \$61.00/hour
Project Controls	\$43.27 to \$81.51/hour
Office Engineer	\$22.21 to \$37.43/hour

2.3 The above rates are for the Consultant only. All rates for subconsultants to the Consultant will be in accordance with the Consultant's cost proposal.

3. INVOICING.

3.1 Each month the Consultant shall submit an invoice for Services performed during the preceding month. The original invoice shall be submitted to the Commission's Executive Director with two (2) copies to the Commission's Project Coordinator.

3.2 Charges shall be billed in accordance with the terms and rates included herein, unless otherwise agreed in writing by the Commission's Representative.

3.3 Base Work shall be charged separately, and the charges for each task and Milestone listed in the Scope of Services, shall be listed separately. The charges for each individual assigned by the Consultant under this Agreement shall be listed separately on an attachment to the invoice.

3.4 A charge of \$500 or more for any one item of Additional Direct Costs shall be accompanied by substantiating documentation satisfactory to the Commission such as invoices, telephone logs, etc.

3.5 Each copy of each invoice shall be accompanied by a Monthly Progress Report and spreadsheets showing hours expended by task for each month and total project to date.

3.6 Each invoice shall indicate payments to DBE subconsultants or supplies by dollar amount and as a percentage of the total invoice.

3.7 Each invoice shall include a certification signed by the Consultant's Representative 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.

Signed _____
Title _____
Date _____
Invoice No. _____

4. PAYMENT

- 4.1** The Commission shall pay the Consultant within four to six weeks after receipt by the Commission of an original invoice. Should the Commission contest any portion of an invoice, that portion shall be held for resolution, without interest, but the uncontested balance shall be paid.

- 4.2** The final payment for Services under this Agreement will be made only after the Consultant has executed a Release and Certificate of Final Payment

EXHIBIT "C"
Part 2
LIST OF APPROVED SUBCONSULTANTS AND RATES

APPROVED SUBCONSULTANTS

Company	Direct Salary Cost	Salary Additives	Overhead	Fee/ Profit Rate	Total Multiplier
Arellano Associates	1.0	0.0	0.6	.10	1.76
Coyote Nights, Inc.	1.0	0.23	0.1336	.10	1.50
Falcon Engineering Services	1.0	0.76	0.57	.10	2.563
Meadows Consulting	1.0	0.0	.45	.10	1.595
MTGL, Inc.	1.0	0.69	0.21	.10	2.09
Psomas	1.0	0.523	1.214	.10	3.107
Vali Cooper & Associates, Inc.	1.0	0.23	1.2318	.10	2.708

Subconsultant Additional Direct Costs

Rates for identified Subconsultant Additional Direct Costs are as follows:

ITEM	REIMBURSEMENT RATE
Vehicle Lease & Fuel	\$1,200.00 / month
Cell Phones	\$75.00 / month
Travel	Actual Cost
Car mileage	\$0.59 / mi. or current IRS rate
Reprographic Services	Actual Cost
Postage/Shipping	Actual Cost
Courier Service	Actual Cost
Other Rentals, Supplies, Purchases	Actual Cost

Other Direct Costs permitted under the FAR and not listed above are reimbursed at cost.

Subconsultant Direct Salary Rates

Arellano Associates

<u>POSITION OR CLASSIFICATION</u>	<u>RANGE OF HOURLY RATES</u>
Public Outreach Project Manager	\$80.00 to \$120.00
Public Outreach Specialist	\$55.00 to \$85.00
Project Support	\$10.00 to \$25.00

Coyote Nights, Inc.

<u>POSITION OR CLASSIFICATION</u>	<u>RANGE OF HOURLY RATES</u>
Landscape Architect	\$100.00 to \$125.00

Falcon Engineering Services

<u>POSITION OR CLASSIFICATION</u>	<u>RANGE OF HOURLY RATES</u>
Bridge Inspector	\$48.00 to \$70.00

Meadows Consulting

<u>POSITION OR CLASSIFICATION</u>	<u>RANGE OF HOURLY RATES</u>
Sr. Labor Compliance Specialist	\$45.00 - \$65.00

MTGL, Inc.

<u>POSITION OR CLASSIFICATION</u>	<u>RANGE OF HOURLY RATES</u>
Engineering Technician (Lab & Field)	\$30.00 to \$45.00
Principal Engineer/Geologist	\$70.00 to \$100.00
Registered Civil Engineer/Geologist	\$50.00 to \$75.00
Staff Engineer/Geologist	\$35.00 to \$60.00
Inspection/Laboratory Supervisor	\$35.00 to \$60.00
Project Manager	\$35.00 to \$75.00
Draftsperson	\$25.00 to \$45.00
Word Processing	\$15.00 to \$30.00

Psomas

<u>POSITION OR CLASSIFICATION</u>	<u>RANGE OF HOURLY RATES</u>
Project Manager	\$70.00 - \$90.00
Office Surveyor	\$40.00 - \$55.00
Field Surveyor	\$40.00 - \$55.00
Survey CAD	\$28.00 - \$48.00
Project Admin	\$15.00 - \$30.00
2-Person Survey Crew	\$75.00 - \$95.00

Vali Cooper & Associates, Inc.

<u>POSITION OR CLASSIFICATION</u>	<u>RANGE OF HOURLY RATES</u>
Electrical Inspector	\$45.00 - \$70.00
SWPPP Coordinator	\$45.00 - \$70.00

EXHIBIT "C"
Part 3
COST SUMMARY

Company	Position	Name	Hours	Cost
Jacobs	Project Principal/QA Manager	Jenkins, Joseph E.	304	\$ 56,352.48
Jacobs	Resident Engineer	Tomasetti, Gary	5,400	\$ 788,346.00
Jacobs	Safety Manager	Caringella, Devin	208	\$ 23,597.60
Jacobs	Inspector (Roadway)	Russell, Roger	4,664	\$ 578,429.28
Jacobs	Project Controls/Scheduling	Schultz, Joanne	256	\$ 40,168.96
Jacobs	Office Engineer	Yu, Clementine	5,144	\$ 334,205.68
Coyote Nights, Inc.	Landscape Architect	Flores, Gil	368	\$ 55,200.00
MTGL	Materials Testing	TBD	3,138	\$ 292,865.00
Falcon Engineering	Inspector (Bridge)	Malik, Tariq	3,784	\$ 581,827.84
Vali Cooper	Inspector (Electrical)	DeMaio, Ronald	896	\$ 133,450.24
Vali Cooper	SWPPP Coordinator	Broadwater, Mike	140	\$ 20,048.00
Psomas	Construction Surveying	Simental & Staff	2,036	\$ 448,494.00
Arellano Associates	Public Relations	Donahue & Staff	604	\$ 87,507.00
Meadows Consulting	Labor Compliance	Meadows, Karen	200	\$ 17,000.00
<u>O D C s</u>				\$ 328,936.00
Total			27,142	\$ 3,786,428.08

RCTC-Construction Management Services for
SR-74/I-215 Interchange Improvement Program
Billing Rate Table

Billing Rate Table

Position	Name	Company	A		B		C=(A x B)		D=A x 1+ESC		E=B		F=(D'E)		G=(D'1+ESC)		H=B		I=(G'H)		J=(g'1+ESC)		K=B		L=(J'K)				
			FY10 Bare Rate	Multiplier	FY10 Bill Rate	FY11 Bare Rate	Multiplier	FY11 Bill Rate	FY12 Bare Rate	Multiplier	FY12 Bill Rate	FY13 Bare Rate	Multiplier	FY13 Bill Rate	FY14 Bare Rate	Multiplier	FY14 Bill Rate	FY15 Bare Rate	Multiplier	FY15 Bill Rate	FY16 Bare Rate	Multiplier	FY16 Bill Rate	FY17 Bare Rate	Multiplier	FY17 Bill Rate	FY18 Bare Rate	Multiplier	FY18 Bill Rate
1 Project Principal/QA Manager	Jenkins, Joseph E.	Jacobs - Field	\$ 86.42	2.145	\$ 185.37	\$ 86.42	2.145	\$ 185.37	\$ 86.42	2.145	\$ 185.37	\$ 86.42	2.145	\$ 185.37	\$ 86.42	2.145	\$ 185.37	\$ 86.42	2.145	\$ 185.37	\$ 86.42	2.145	\$ 185.37	\$ 86.42	2.145	\$ 185.37	\$ 86.42	2.145	\$ 185.37
2 Resident Engineer	Tomassetti, Gary	Jacobs - Field	\$ 68.06	2.145	\$ 145.99	\$ 68.06	2.145	\$ 145.99	\$ 68.06	2.145	\$ 145.99	\$ 68.06	2.145	\$ 145.99	\$ 68.06	2.145	\$ 145.99	\$ 68.06	2.145	\$ 145.99	\$ 68.06	2.145	\$ 145.99	\$ 68.06	2.145	\$ 145.99	\$ 68.06	2.145	\$ 145.99
3 Safety Manager	Caringella, Devin	Jacobs - Field	\$ 52.89	2.145	\$ 113.45	\$ 52.89	2.145	\$ 113.45	\$ 52.89	2.145	\$ 113.45	\$ 52.89	2.145	\$ 113.45	\$ 52.89	2.145	\$ 113.45	\$ 52.89	2.145	\$ 113.45	\$ 52.89	2.145	\$ 113.45	\$ 52.89	2.145	\$ 113.45	\$ 52.89	2.145	\$ 113.45
4 Inspector (Roadway)	Russell, Roger	Jacobs - Field	\$ 57.82	2.145	\$ 124.02	\$ 57.82	2.145	\$ 124.02	\$ 57.82	2.145	\$ 124.02	\$ 57.82	2.145	\$ 124.02	\$ 57.82	2.145	\$ 124.02	\$ 57.82	2.145	\$ 124.02	\$ 57.82	2.145	\$ 124.02	\$ 57.82	2.145	\$ 124.02	\$ 57.82	2.145	\$ 124.02
5 Project Controls/Scheduling	Schultz, Joanne	Jacobs - Home Office	\$ 73.15	2.145	\$ 156.91	\$ 73.15	2.145	\$ 156.91	\$ 73.15	2.145	\$ 156.91	\$ 73.15	2.145	\$ 156.91	\$ 73.15	2.145	\$ 156.91	\$ 73.15	2.145	\$ 156.91	\$ 73.15	2.145	\$ 156.91	\$ 73.15	2.145	\$ 156.91	\$ 73.15	2.145	\$ 156.91
6 Office Engineer	Yu, Clementine	Jacobs - Field	\$ 30.29	2.145	\$ 64.97	\$ 30.29	2.145	\$ 64.97	\$ 30.29	2.145	\$ 64.97	\$ 30.29	2.145	\$ 64.97	\$ 30.29	2.145	\$ 64.97	\$ 30.29	2.145	\$ 64.97	\$ 30.29	2.145	\$ 64.97	\$ 30.29	2.145	\$ 64.97	\$ 30.29	2.145	\$ 64.97
7 Landscape Architect	Flores, Gil	Coyote Nights, Inc.	\$ 100.00	1.500	\$ 150.00	\$ 100.00	1.500	\$ 150.00	\$ 100.00	1.500	\$ 150.00	\$ 100.00	1.500	\$ 150.00	\$ 100.00	1.500	\$ 150.00	\$ 100.00	1.500	\$ 150.00	\$ 100.00	1.500	\$ 150.00	\$ 100.00	1.500	\$ 150.00	\$ 100.00	1.500	\$ 150.00
8 Materials Testing*	TBD	MTGL	\$ 60.00	1.000	\$ 60.00	\$ 60.00	1.000	\$ 60.00	\$ 60.00	1.000	\$ 60.00	\$ 60.00	1.000	\$ 60.00	\$ 60.00	1.000	\$ 60.00	\$ 60.00	1.000	\$ 60.00	\$ 60.00	1.000	\$ 60.00	\$ 60.00	1.000	\$ 60.00	\$ 60.00	1.000	\$ 60.00
9 Inspector (Bridge)	Malik, Tariq	Falcon Engineering	\$ 55.00	2.708	\$ 148.94	\$ 55.00	2.708	\$ 148.94	\$ 55.00	2.708	\$ 148.94	\$ 55.00	2.708	\$ 148.94	\$ 55.00	2.708	\$ 148.94	\$ 55.00	2.708	\$ 148.94	\$ 55.00	2.708	\$ 148.94	\$ 55.00	2.708	\$ 148.94	\$ 55.00	2.708	\$ 148.94
10 Inspector (Electrical)	DeMaio, Ronald	Vall Cooper	\$ 52.88	2.708	\$ 143.20	\$ 52.88	2.708	\$ 143.20	\$ 52.88	2.708	\$ 143.20	\$ 52.88	2.708	\$ 143.20	\$ 52.88	2.708	\$ 143.20	\$ 52.88	2.708	\$ 143.20	\$ 52.88	2.708	\$ 143.20	\$ 52.88	2.708	\$ 143.20	\$ 52.88	2.708	\$ 143.20
11 SWPPP Coordinator	Broadwater, Mike	Vall Cooper	\$ -	1.000	\$ -	\$ -	1.000	\$ -	\$ -	1.000	\$ -	\$ -	1.000	\$ -	\$ -	1.000	\$ -	\$ -	1.000	\$ -	\$ -	1.000	\$ -	\$ -	1.000	\$ -	\$ -	1.000	\$ -
12 Construction Surveying*	Simental & Staff	Psomas	\$ -	1.000	\$ -	\$ -	1.000	\$ -	\$ -	1.000	\$ -	\$ -	1.000	\$ -	\$ -	1.000	\$ -	\$ -	1.000	\$ -	\$ -	1.000	\$ -	\$ -	1.000	\$ -	\$ -	1.000	\$ -
13 Public Relations*	Donahue & Staff	Arellano Associates	\$ -	1.000	\$ -	\$ -	1.000	\$ -	\$ -	1.000	\$ -	\$ -	1.000	\$ -	\$ -	1.000	\$ -	\$ -	1.000	\$ -	\$ -	1.000	\$ -	\$ -	1.000	\$ -	\$ -	1.000	\$ -
14 Labor Compliance	Meadows, Karen	Meadows Consulting	\$ 53.29	1.595	\$ 85.00	\$ 53.29	1.595	\$ 85.00	\$ 53.29	1.595	\$ 85.00	\$ 53.29	1.595	\$ 85.00	\$ 53.29	1.595	\$ 85.00	\$ 53.29	1.595	\$ 85.00	\$ 53.29	1.595	\$ 85.00	\$ 53.29	1.595	\$ 85.00	\$ 53.29	1.595	\$ 85.00

* See Attached Specialty Subconsultant quotations

Jacobs	
Overhead Rate - Field	95.00%
Overhead Rate - Office	120.30%
Profit:	10.00%
Field Multiplier	2.145
Office Multiplier	2.423
Annual Escalation % (October 1 - September 30):	0.00%

This document contains confidential and proprietary information, which has commercial and/or financial value. Such information has not been publicly disclosed and is exempt from disclosure under the Freedom of Information Act and all other legislation. Jacobs requests written notice before any public disclosure is made.

**RCTC-Construction Management Services for
SR-74/I-215 Interchange Improvement Program
Other Direct Costs & Specialty Subconsultants**

Other Direct Costs

	QTY	Units/months	Unit Cost	Extended Cost	Remarks
1 Vehicles-lease & fuel - Jacobs	2	26	\$ 1,200.00	\$ 62,400	
2 Cell Phones - Jacobs	3	26	\$ 75.00	\$ 5,850	
3 Office-lease	1	26	\$ 4,837.50	\$ 125,775	Square Footage 2,250 x \$2.15/SF
4 Utilities	1	26	\$ 500.00	\$ 13,000	
5 Office Phones - 9 Phones	1	1	\$ 300.00	\$ 300	
6 Office Phones - Monthly	1	26	\$ 50.00	\$ 1,300	
7 Copier-lease	1	26	\$ 300.00	\$ 7,800	
8 Coffee/Water	1	26	\$ 100.00	\$ 2,600	
9 Office Supplies	1	26	\$ 200.00	\$ 5,200	
10 Office Furniture-10 Working Spaces	1	1	\$ 500.00	\$ 500	12 person conf table, 2 - 4 private
11 Office Furniture-Conference Area	1	1	\$ 4,500.00	\$ 4,500	offices, 8 workstations, File cabinets.
12 Computers/Laptops	5	1	\$ 1,500.00	\$ 7,500	5 desktops.
13 Remote Printers	1	1	\$ 500.00	\$ 500	
14 Alarm System	1	26	\$ 150.00	\$ 3,900	
15 Janitorial Services	1	26	\$ 250.00	\$ 6,500	
16 T1 Line-Set-up	1	1	\$12,500.00	\$ 12,500	
17 T1 Line-Monthly	1	26	\$ 100.00	\$ 2,600	
18 Digital Cameras	1	1	\$ 150.00	\$ 150	
19 Travel - As Approved	1	1	\$10,000.00	\$ 10,000	
20 Misc Monthly ODCs-	1	31	\$ 500.00	\$ 15,500	
21 Misc. Mileage (@ \$.59 mile)	400	26	\$ 0.59	\$ 6,136	
22 Vehicles - lease & fuel - Vali Cooper	0.5	10	\$ 1,200.00	\$ 6,000	
23 Vehicle - lease & fuel - Falcon Eng.	1	22	\$ 1,200.00	\$ 26,400	
24 Cell Phones - Vali Cooper	0.5	10	\$ 75.00	\$ 375	
25 Cell Phone - Falcon Engineering	1	22	\$ 75.00	\$ 1,650	
Other Direct Cost Sub-Total:				\$ 328,936	

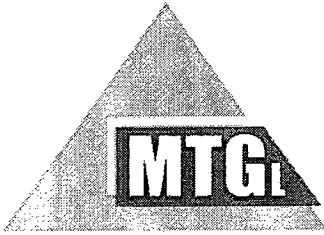
Specialty Subconsultants*

1 Materials Testing - QA (MTGL)	\$ 292,865
2 Community Relations (Arellano Associates)	\$ 87,507
3 Survey (Psomas)	\$ 448,494

Subconsultants Sub-Total: \$ 828,866

* See attached Subconsultant quotations

Total ODCs & Specialty Subconsultants: **\$ 1,157,802**



Geotechnical Engineering
Construction Inspection
Materials Testing
Environmental

Central Dispatch
(800) 491-2990

Office Locations

Branch Address

14467 Meridian
Parkway, Bldg. 2-A
Riverside, CA 92518

Tel: (951) 653-4999
Fax: (951) 653-4666

Branch Offices

Indio

Orange County

Los Angeles /
Ventura County

San Diego / Imperial
Counties

Inland Empire

San Bernardino /
Riverside

Certifying Agencies

State of California
D.S.A
OSHPP
American Assoc. of
State Highways
Cal Trans
CCRI
Cement & Concrete
Reference
Laboratory

Los Angeles
LA County
LA City
MTA

Orange County
OCTA
Orange County
Environmental
Management Agency

San Diego
San Diego City
San Diego County
SD Water Authority

Inland Empire
City of Riverside

Jacobs Civil, Inc.
5757 Plaza Drive, Suite 100
Cypress, CA 90603

Attention: Mr. Joe Jenkins

**Re: Revised Cost Estimate To Provide (QA) Testing Services
SR 74 / I-215 Interchange Improvement Project - Perris, CA**

Dear Mr. Jenkins:

Enclosed please find our Estimated Cost Breakdown and our Prevailing Wage Fee Schedule dated July 1, 2008. The rates set forth in the attached schedule & our detailed cost breakdown are the basis for our proposal. Our overall estimate will serve as a "Not to Exceed Amount Without Prior Written Authorization" from Jacobs Civil, Inc.

We have reviewed the plans and specifications and it is understood that our roll will consists of Quality Assurance Material Testing necessary for the SR 74 / I-215 Interchange Improvement Project. Our estimates reflect the use of 1 full time technician for the duration of the project and the use of 1 supplemental technician for backup per the RCTC RFQ recommendation.

Our estimated fees of **\$292,865.00** have been based on the estimated technician time as noted in RFQ, project plans, project specifications, and our experience with projects of a similar size and scope.

Estimates shown are based on work performed eight hours per day, Monday through Friday.

All invoicing would be in accordance with the Basis of Charges in our Schedule of Fees. These prices will remain in effect threwh the duration of the project.

The opportunity of submitting this estimate is sincerely appreciated. If our estimate meets with your approval, please indicate your acceptance by signing and returning the enclosed copy.

We look forward to working with you on this project.

Sincerely,
MTGL, Inc.

Gail Stewart
Business Development/Project Manager

Josh Atadero
Operations Manager

Encl.: Prevailing Wage Schedule of Fees 2008, Estimated Breakdown
MBE/WBE, AASHTO, CALTRANS, CITY OF SD/LA, DSA SD/LA CERTIFIED

September 28, 2009
P-09-578.R1

CLIENT: _____

BY: _____

TITLE: _____

DATE: _____



ESTIMATED COST BREAKDOWN
Project: SR 74 / I-215 Interchange Improvement Project
Proposal No. 09-578.R1

Description	Quantity	Unit	Rate	Amount
<u>TESTING AND INSPECTION</u>				
Engineering Technician - (1 tech full time) per RCTC RFQ (as needed)	2,838.0	Hourly	80.00	227,040.00
Engineering Technician - (1 supplemental) per RCTC RFQ (as needed)	300.0	Hourly	80.00	24,000.00
Maximum Density Tests of Soils (CTM 216)	8.0	Each	175.00	1,400.00
Maximum Density Tests for Aggregates (CTM 216)	8.0	Each	175.00	1,400.00
Sieve Analysis (CTM 202)	8.0	Each	90.00	720.00
Plasticity Index (CTM 204)	8.0	Each	90.00	720.00
Expansion Index (ASTM D4829)	12.0	Each	90.00	1,080.00
Corrosion Suite (CTM 422, CTM 417, and CTM 532)	8.0	Each	250.00	2,000.00
Asphalt Content Test (CTM 382)	13.0	Each	150.00	1,950.00
R-Value 3-Point (CTM 301)	4.0	Each	225.00	900.00
Aggregate Gradation Test (CTM 202)	13.0	Each	95.00	1,235.00
Theoretical Max Density (CTM 309)	8.0	Each	175.00	1,400.00
Sand Equivalent (CTM 217)	20.0	Each	80.00	1,600.00
HMA Moisture Content (CTM 370)	13.0	Each	95.00	1,235.00
Stabilometer Value (CTM 366)	6.0	Each	150.00	900.00
Air Void Content (ASTM D3203)	6.0	Each	125.00	750.00
Percent of Crushed Particles (CTM 205)	8.0	Each	150.00	1,200.00
Los Angeles Rattler (CTM 211)	4.0	Each	175.00	700.00
Fine Aggregate Angularity (AASHTO T 304, Method A)	6.0	Each	125.00	750.00
Flat & Elongated Particles (ASTM D 4791)	5.0	Each	125.00	625.00
Nuclear Density Gauge	344.0	Each	40.00	13,760.00
Miscellaneous Testing " As Needed-Directed by Engineer"	1.0	Estimate	3,500.00	3,500.00
SUBTOTAL				\$ 288,865.00
 <u>ADMINISTRATION</u>				
Project Set Up	1.0	Each	500.00	500.00
Project Management, Administration, Report Review & Distribution	1.0	Each	3,500.00	3,500.00
SUBTOTAL				\$ 4,000.00
GRAND TOTAL				\$ 292,865.00

LAND SURVEYING AND MAPPING SERVICES
PROJECT: RCTC SR-74/I-215 Interchange

PSOMAS

CONSTRUCTION SURVEYING	PROFESSIONAL & TECHNICAL CLASSIFICATIONS							TOTALS	
	PROJECT MANAGER	OFFICE SURVEYOR	FIELD SURVEYOR	SURVEY CAD	PROJECT ADMIN	2- PERSON SURVEY CREW	TOTAL MAN HOURS	TOTAL DOLLARS	
	\$77.00	\$45.00	\$44.39	\$35.00	\$23.00	\$83.53			
1 Pre-Construction Calculations	16	80	120		4		220	\$10,251	
2 Construction Control	10	40	8		1	80	139	\$9,631	
3 Flag R/W	5		8		1	40	54	\$4,104	
4 Cadastral Survey/Corner Records	24	40		40	2	40	146	\$8,435	
5 Grading	6		8		3	80	97	\$7,599	
6 Drainage	6		8		2	80	96	\$7,576	
7 Utilities	1		2		1	16	20	\$1,529	
8 Stage 1A	8		10		3	100	121	\$9,482	
9 Stage 1B	8		10		2	100	120	\$9,459	
10 Stage 1C	8		10		2	100	120	\$9,459	
11 Stage 2	8		10		2	100	120	\$9,459	
12 Stage 3	8		10		1	100	119	\$9,436	
13 Retaining Walls	6		8		1	80	95	\$7,553	
14 Soundwalls	6		8		1	80	95	\$7,553	
15 Irrigation Layout									
16 Bridge Layout	6		8		2	80	96	\$7,576	
17 Monument Right of Way	6		40		2	80	128	\$8,997	
18 Record of Survey	40	120		80	8		248	\$11,464	
19 Design Surveys (Budget)	8		10			80		\$7,742	
Total Hours	183	280	268	120	38	1236	2036		
Direct Cost								\$147,306	
Overhead at 173.7%								\$255,871	
Sub Total								\$403,177	
Profit at 10%								\$40,318	
Total Labor								\$443,494	
3% Escalation									
Riverside County Checking Fees								\$5,000	
Total								\$448,494	

**Construction Management Support, Interstate 215/State Route 74 Interchange
Public Outreach Services
Riverside County Transportation Commission, Jacobs**

**Arellano Associates
Submitted: 8/19/09**

LABOR COSTS	Cheryl Donahue Project Manager		Elsa Argomaniz Outreach Specialist		Raul Velazquez Outreach Specialist		Project Support		TOTAL	
	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost		
	Rate: \$ 94.50		\$64.05		\$62.05		\$10.00			
1 Stakeholder Database	4	\$ 378	12	\$ 769	-	\$ -	-	\$ -	16	\$ 1,147
2 Collateral Material - Project Fact Sheet and Website	16	\$ 1,512	-	\$ -	-	\$ -	-	\$ -	16	\$ 1,512
3 Pre-Construction Public Meeting	8	\$ 756	16	\$ 1,025	8	\$ 496	4	\$ 40	36	\$ 2,317
4 Project Helpline - Script, Translation, Responses, Documentation	4	\$ 378	-	\$ -	30	\$ 1,862	-	\$ -	34	\$ 2,240
5 Team Coordination - Kickoff Meeting and Weekly Construction Mtgs.	125	\$ 11,813	125	\$ 8,006	-	\$ -	-	\$ -	250	\$ 19,819
6 Preparation and Issuance of Traffic Advisories	16	\$ 1,512	60	\$ 3,843	-	\$ -	-	\$ -	76	\$ 5,355
7 Construction Inquiries and Documentation	16	\$ 1,512	40	\$ 2,562	-	\$ -	-	\$ -	56	\$ 4,074
8 Ground-Breaking and Ribbon-Cutting Ceremonies	36	\$ 3,402	48	\$ 3,074	-	\$ -	36	\$ 360	120	\$ 6,836
SUB-TOTAL	225	\$ 21,263	301	\$ 19,279	38	\$ 2,358	40	\$ 400	604	\$ 43,299
OVERHEAD AND FRINGE BENEFITS (60% OF AA DIRECT LABOR)		\$ 151.20		\$102.60		\$99.10		\$16.00		\$ 69,279
PROFIT (10% OF LABOR)										\$ 6,928
ESTIMATED DIRECT COSTS*										
Photocopying/Printing										\$ 2,000
Postage										\$ 1,500
Facility Rental Fee, Public Meeting										\$ 200
Public Meeting Supplies and Refreshments										\$ 200
Helpline Establishment and Monthly Fee										\$ 1,000
Ceremony Rental Fees (Canopies, Chairs, Tables, etc.)										\$ 4,000
Ceremony Supplies, Events, Refreshments, Mementos										\$ 800
Mileage (\$.55 per mile)										\$ 1,600
SUB-TOTAL										\$ 11,300
TOTAL PROPOSED BUDGET										\$ 87,507

* To be billed at actual cost.
Budget does not include escalation factor.

**This agreement is not approvable.
 It must be sent to the HQ Office of Cooperative Agreements for review.**

COOPERATIVE AGREEMENT

This agreement, effective on _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

Riverside County Transportation Commission, a political subdivision of the State of California, referred to as COMMISSION.

RECITALS

1. CALTRANS and COMMISSION, collectively referred to as PARTNERS, are authorized to enter into a cooperative agreement for improvements within the SHS right of way per Streets and Highways Code sections 114 and/or 130.
2. WORK completed under this agreement contributes toward the widening and bridge replacement of the State Route 74/Interstate 215 interchange from the intersection of Fourth Street with G Street to I-215 and Redlands Avenue; and from the I-215 interchange to San Jacinto Avenue, in the city of Perris, referred to as PROJECT.
3. PARTNERS will cooperate to complete the construction phase of PROJECT.
4. This agreement is separate from and does not modify or supersede prior Cooperative Agreement No. 08-1273.
5. Prior to this agreement, COMMISSION developed the Project Report; COMMISSION developed the Plans, Specifications and Estimate (PS&E); and COMMISSION developed the Right of Way Certification.
6. COMMISSION prepared the environmental documentation for PROJECT.
7. The estimated date for COMPLETION OF WORK is June 30, 2013.
8. PARTNERS now define in this agreement the terms and conditions under which they will accomplish WORK.

DEFINITIONS

**This agreement is not approvable.
It must be sent to the HQ Office of Cooperative Agreements for review.**

CALTRANS STANDARDS – CALTRANS policies and procedures, including, but not limited to, the guidance provided in the *Guide to Capital Project Delivery Workplan Standards* (previously known as WBS Guide) available at <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>.

CEQA – The California Environmental Quality Act (California Public Resources Code, sections 21000 et seq.) that requires State and local agencies to identify the significant environmental impacts of their actions and to avoid or mitigate those significant impacts, if feasible.

COMPLETION OF WORK – All PARTNERS have met all scope, cost, and schedule commitments included in this agreement and have signed a COOPERATIVE AGREEMENT CLOSURE STATEMENT.

CONSTRUCTION – The project component that includes the activities involved in the administration, acceptance, and final documentation of a construction contract for PROJECT.

COOPERATIVE AGREEMENT CLOSURE STATEMENT – A document signed by PARTNERS that verifies the completion of all scope, cost, and schedule commitments included in this agreement.

FHWA – Federal Highway Administration.

FHWA STANDARDS – FHWA regulations, policies and procedures, including, but not limited to, the guidance provided at <http://www.fhwa.dot.gov/programs.html>.

FUNDING PARTNER – A partner who commits a defined dollar amount to WORK.

FUNDING SUMMARY - The table in which PARTNERS designate funding sources, types of funds, and the project components in which the funds are to be spent. Funds listed on the FUNDING SUMMARY are “not-to-exceed” amounts for each FUNDING PARTNER.

HM-1 – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law whether it is disturbed by PROJECT or not.

HM-2 – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by PROJECT.

HM MANAGEMENT ACTIVITIES – Management activities related to either HM-1 or HM-2 including, without limitation, any necessary manifest requirements and disposal facility designations.

IMPLEMENTING AGENCY – The partner responsible for managing the scope, cost, and schedule of a project component to ensure the completion of that component.

**This agreement is not approvable.
It must be sent to the HQ Office of Cooperative Agreements for review.**

IQA – Independent Quality Assurance – Ensuring that IMPLEMENTING AGENCY’S quality assurance activities result in WORK being developed in accordance with the applicable standards and within an established Quality Management Plan. IQA does not include any work necessary to actually develop or deliver WORK or any validation by verifying or rechecking work performed by another partner.

NEPA – The National Environmental Policy Act of 1969 that establishes a national policy for the environment and a process to disclose the adverse impacts of projects with a federal nexus.

PARTNERS – The term that collectively references all of the signatory agencies to this agreement. This term only describes the relationship between these agencies to work together to achieve a mutually beneficial goal. It is not used in the traditional legal sense in which one partner’s individual actions legally bind the other partners.

PROJECT MANAGEMENT PLAN – A group of documents used to guide a project’s execution and control throughout the project’s lifecycle.

RESIDENT ENGINEER – The person who is responsible for construction contract administration activities. Said person shall be independent of the design engineering company and the construction contractor. .

SAFETEA-LU – The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users, signed into federal law on August 10, 2005.

SCOPE SUMMARY – The table in which PARTNERS designate their commitment to specific scope activities within each project component as outlined by the *Guide to Capital Project Delivery Workplan Standards* (previously known as WBS Guide) available at <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>.

SHS – State Highway System.

SPONSOR(S) – The partner that accepts the obligation to secure financial resources to fully fund WORK. This includes any additional funds beyond those committed in this agreement necessary to complete the full scope of WORK defined in this agreement or settle claims.

SFM (State-Furnished Material) – Any materials or equipment supplied by CALTRANS.

WORK – All scope and cost commitments included in this agreement. **ARRA** (American Recovery and Reinvestment Act of 2009) – A federal act designed to promote economic recovery.

RESPONSIBILITIES

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9. COMMISSION is SPONSOR for all WORK.
10. COMMISSION is the only **FUNDING PARTNER** for this agreement. COMMISSION's funding commitment is defined in the FUNDING SUMMARY. [I am not sure if CALTRANS is not funding partner...**SLPP: State-Local Partnership Program** .please provide the full name for the SLPP-1B funds.]
11. CALTRANS is the CEQA lead agency for PROJECT.
12. CALTRANS is the NEPA lead agency for PROJECT.
13. COMMISSION is IMPLEMENTING AGENCY for CONSTRUCTION.

SCOPE

Scope: General

14. All WORK will be performed in accordance with applicable federal and California laws, regulations, and standards. [Legal has concerns to add this word (applicable). If it is really necessary, we might to check with Legal on this minor change.]

All WORK will be performed in accordance with applicable FHWA STANDARDS and CALTRANS STANDARDS. [Same comment as above regarding the added word (applicable).]
15. IMPLEMENTING AGENCY for a project component will provide a Quality Management Plan for that component as part of the PROJECT MANAGEMENT PLAN.
16. CALTRANS will provide IQA for the portions of WORK within existing and proposed SHS right of way. CALTRANS retains the right to reject noncompliant WORK, protect public safety, preserve property rights, and ensure that all WORK is in the best interest of the SHS.
17. COMMISSION may provide IQA for the portions of WORK outside existing and proposed SHS right of way.
18. PARTNERS may, at their own expense, have a representative observe any scope, cost, or schedule commitments performed by another partner. Observation does not constitute authority over those commitments.
19. Each partner will ensure that all of their personnel participating in WORK are appropriately qualified to perform the tasks assigned to them.

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20. PARTNERS will invite each other to participate in the selection and retention of any consultants who participate in WORK.
21. PARTNERS will conform to all applicable provisions contained in sections 1720 – 1815 of the California Labor Code and all applicable regulations and coverage determinations issued by the Director of Industrial Relations if PROJECT work is done under contract (not completed by a partner’s own employees) and is governed by the Labor Code’s definition of a “public work” (section 1720(a)(1)). [Same comment as article #14.]

PARTNERS will include wage requirements in all contracts for “public work” and will require their contractors and consultants to include prevailing wage requirements in all agreement-funded subcontracts for “public work”.

22. IMPLEMENTING AGENCY for each project component included in this agreement will be available to help resolve WORK-related problems generated by that component for the entire duration of PROJECT.
23. CALTRANS will issue, upon proper application, at no cost, the encroachment permits required for WORK within SHS right of way.

Contractors and/or agents, and utility owners will not perform WORK within SHS right of way without an encroachment permit issued in their name. [It was indicated in the previous paragraph that WORK within SHS right of way, please see yellow area. Also, this statement has been clarified in the Recitals, Article #1.]

24. If unanticipated cultural, archaeological, paleontological, or other protected resources are discovered during WORK, all work in that area will stop until a qualified professional can evaluate the nature and significance of the discovery and a plan is approved for its removal or protection.
25. All administrative draft and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for PROJECT will be held in confidence, and where applicable, Government Code section 6254.5(e) shall protect the confidentiality of such documents in the event said documents are shared between PARTNERS.

PARTNERS will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete WORK without the written consent of the partner authorized to release them, unless required or authorized to do so by law.

26. If any partner receives a public records request, pertaining to WORK under this agreement, that partner will notify PARTNERS within five (5) working days of receipt and make PARTNERS aware of any transferred public documents. Partners will consult

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with each other prior to the release of any public documents related to the PROJECT and provided by the other partner.

27. If HM-1 or HM-2 is found during WORK, IMPLEMENTING AGENCY for the project component during which it is found will immediately notify PARTNERS.
28. CALTRANS, independent of PROJECT, is responsible for any HM-1 found within existing SHS right of way. CALTRANS will undertake HM-1 MANAGEMENT ACTIVITIES with minimum impact to PROJECT schedule.
29. COMMISSION, independent of PROJECT, is responsible for any HM-1 found within the PROJECT limits outside existing SHS right of way. COMMISSION will undertake or cause to be undertaken HM-1 MANAGEMENT ACTIVITIES for such HM-1 with minimum impacts to PROJECT schedule. [Do we need to repeat HM-1, please see yellow area? I believe this minor change will be acceptable, but District needs to obtain approval from HQ Environmental.(Kim Christmann)]
30. If HM-2 is found within PROJECT limits, the public agency responsible for the advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM-2 MANAGEMENT ACTIVITIES.
31. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.
32. PARTNERS will comply with all of the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each partner's responsibilities in this agreement.
33. IMPLEMENTING AGENCY for each project component will furnish PARTNERS with written monthly progress reports during the implementation of WORK in that component.
34. Upon COMPLETION OF WORK, ownership and title to all materials and equipment constructed or installed as part of WORK within SHS right of way become the property of CALTRANS.
35. IMPLEMENTING AGENCY for a project component will accept, reject, compromise, settle, or litigate claims of any non-agreement parties hired to do WORK in that component.

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36. PARTNERS will confer on any claim that may affect WORK or PARTNERS' liability or responsibility under this agreement in order to retain resolution possibilities for potential future claims. No partner shall prejudice the rights of another partner until after PARTNERS confer on claim.
37. PARTNERS will maintain and make available to each other all WORK-related documents, including financial data, during the term of this agreement and retain those records for four (4) years from the date of termination or COMPLETION OF WORK, or three (3) years after the final federal voucher, whichever is later.
38. PARTNERS have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the State auditor, FHWA, and COMMISSION will have access to all WORK-related records of each partner for audit, examination, excerpt, or transaction.

The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation.

The audited partner will review the preliminary audit, findings, and recommendations, and provide written comments within 60 calendar days of receipt.

Any audit dispute not resolved by PARTNERS is subject to dispute resolution. Any costs arising out of the dispute resolution process will be paid within 30 calendar days of the final audit or dispute resolution findings.

39. PARTNERS consent to service of process by mailing copies by registered or certified mail, postage prepaid. Such service becomes effective 30 calendar days after mailing. However, nothing in this agreement affects PARTNERS' rights to serve process in any other matter permitted by law.
40. PARTNERS will not incur costs beyond the funding commitments in this agreement. If IMPLEMENTING AGENCY anticipates that funding for WORK will be insufficient to complete WORK, SPONSOR(S) will seek out additional funds and PARTNERS will amend this agreement.
41. If WORK stops for any reason, IMPLEMENTING AGENCY will place all facilities impacted by WORK in a safe and operable condition acceptable to CALTRANS.
42. If WORK stops for any reason, PARTNERS are still obligated to implement all applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, as they apply to each partner's responsibilities in this agreement, in order to keep PROJECT in environmental compliance until WORK resumes.

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43. Each partner accepts responsibility to complete the activities that they selected on the SCOPE SUMMARY. Activities marked with “N/A” on the SCOPE SUMMARY are not included in the scope of this agreement.

Scope: CONSTRUCTION

44. COMMISSION will advertise, open bids, award, and approve the construction contract in accordance with the Public Contract Code and the California Labor Code.

COMMISSION will not advertise the construction contract until CALTRANS completes or accepts the final plans, specifications, and estimate package; CALTRANS approves the Right of Way Certification; and FUNDING PARTNERS fully fund WORK.

By accepting responsibility to advertise and award the construction contract, COMMISSION also accepts responsibility to administer the construction contract.

45. COMMISSION will provide a RESIDENT ENGINEER and construction support staff who are independent of the design engineering company and construction contractor.
46. COMMISSION will provide a landscape architect licensed in the State of California.
47. PARTNERS will implement changes to the construction contract through contract change orders (CCOs). PARTNERS will review and concur on all CCOs over \$100,000. All CCOs affecting public safety or the preservation of property, all design and specification changes, and all major changes as defined in the CALTRANS *Construction Manual* will be approved by CALTRANS in advance of the CCO work to be performed. Add RCTC comment [What is the comment?] Notwithstanding the foregoing, COMMISSION shall not be required to obtain CALTRANS’ prior approval for any change order(s) that may be necessary during the construction phase of the PROJECT to address an immediate public safety hazard.
48. RCTC Comment: COMMISSION, as the IMPLEMENTING AGENCY, FUNDING PARTNER AND SPONSOR for the WORK to be completed under this Agreement shall implement and utilize COMMISSION’s contract claims process, and will administer all claims through said process. CALTRANS will be available to provide advice and technical input in any claims process. Add RCTC comment. [What is the comment?]
49. If the lowest responsible construction contract bid (plus estimated contingencies, supplemental costs and State Furnished Material costs) is equal to or less than the amount shown on the FUNDING SUMMARY for CONSTRUCTION Capital, the IMPLEMENTING AGENCY may award the contract. If the lowest responsible construction contract bid is greater than the amount shown on the FUNDING SUMMARY for CONSTRUCTION Capital, all PARTNERS must be involved in

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determining how to proceed. If PARTNERS do not agree in writing on a course of action within 15 working days, this agreement will terminate.

50. COMMISSION will require the construction contractor to furnish payment and performance bonds naming COMMISSION as obligee and to carry liability insurance in accordance with CALTRANS and COMMISSION'S specifications.
51. COMMISSION will submit a written request to CALTRANS for any SFM identified in the PROJECT plans, specifications, and estimates a minimum of 45 calendar days in advance of the need for such materials.
52. Upon receipt of payment, CALTRANS will make SFM available at a CALTRANS-designated location.
53. CALTRANS will provide source inspection on reimbursed basis.
54. COMMISSION will renew, extend, and/or amend all resource agency permits as necessary.
55. COMMISSION will provide maintenance for those portions of the SHS within WORK limits until PARTNERS execute a separate maintenance agreement.

PARTNERS will execute a separate maintenance agreement prior to COMPLETION OF WORK

COST

Cost: General

56. SPONSOR(S) will secure funds for all WORK including any additional funds beyond the FUNDING PARTNERS' existing commitments in this agreement. Any change to the funding commitments outlined in this agreement requires an amendment. Why this change [Updating to current PACT language.]
57. The cost of any awards, judgments, or settlements generated by WORK is a WORK cost.
58. CALTRANS, independent of PROJECT, will pay all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within existing SHS right of way.
59. COMMISSION, independent of PROJECT, will pay, or cause to be paid, all costs for HM MANAGEMENT ACTIVITIES related to any HM-1 found within PROJECT limits and outside of existing SHS right of way.

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60. HM MANAGEMENT ACTIVITIES costs related to HM-2 are a WORK cost. [I believe this minor change might not be acceptable, but District needs to obtain approval from HQ Environmental.(Kim Christmann)]
61. The cost of coordinating, obtaining, complying with, implementing, and if necessary renewing and amending resource agency permits, agreements, and/or approvals is a WORK cost.
62. The cost to comply with and implement the commitments set forth in the environmental documentation is WORK cost.
63. The cost to ensure that PROJECT remains in environmental compliance is a WORK cost.
64. The cost of any legal challenges to the CEQA or NEPA environmental process or documentation is a WORK cost. Add RCTC comment. [What is the comment?] . RCTC Comment: In the case of a legal challenge, COMMISSION shall have the right to select the attorney(s) that will provide representation for any such challenge.
- 65.
66. Independent of WORK costs, CALTRANS will fund the cost of its own IQA for WORK done within existing or proposed future SHS right of way.
67. Independent of WORK costs, COMMISSION will fund the cost of its own IQA for WORK done outside existing or proposed future SHS right of way.
68. Fines, interest, or penalties levied against any partner will be paid, independent of WORK costs, by the partner whose actions or lack of action caused the levy. That partner will indemnify and defend all other partners.
69. CALTRANS will administer all federal subvention funds identified on the FUNDING SUMMARY.
70. The cost to place PROJECT right of way in a safe and operable condition and meet all environmental commitments is a WORK cost.
71. Because IMPLEMENTING AGENCY is responsible for managing the scope, cost, and schedule of a project component, if there are insufficient funds available in this agreement to place the right of way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY accepts responsibility to fund these activities until such time as PARTNERS amend this agreement.

IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.

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72. If there are insufficient funds in this agreement to implement applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, the partner implementing the commitments or conditions accepts responsibility to fund these activities until such time as PARTNERS amend this agreement.

That partner may request reimbursement for these costs during the amendment process.

73. PARTNERS will pay invoices within 30 calendar days of receipt of invoice.
74. FUNDING PARTNERS accept responsibility to provide the funds identified on the FUNDING SUMMARY.
75. SPONSOR(S) accepts responsibility to ensure full funding for the identified scope of work.

Cost: CONSTRUCTION Support

76. The cost to maintain the SHS within WORK limits is a WORK cost until PARTNERS execute a separate maintenance agreement or until completion of WORK whichever occurs first. [We need to check with Legal on this change (what will be the consequences if work is completed but a maintenance agreement is not executed?).]
77. CALTRANS will invoice COMMISSION for a \$_____ deposit 30 working days prior to the construction contract bid advertisement date. This deposit represents the estimated Source Inspection costs. CALTRANS to pay for source inspection. [It is my understanding that COMMISSION will pay CALTRANS for Source Inspection.]

After PARTNERS agree that all Scope activities are complete, CALTRANS will submit a final accounting for all WORK costs. Based on the final accounting, PARTNERS will refund or invoice as necessary in order to satisfy the obligation of this agreement.

Cost: CONSTRUCTION Capital

78. The following partners will submit invoices for CONSTRUCTION Capital:
- COMMISSION will invoice CALTRANS
79. PARTNERS will exchange funds for a fixed cost to be invoiced as a lump sum (single payment).

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80. COMMISSION will invoice CALTRANS for a lump sum (single payment) of \$800,000 30 working days prior to the construction contract bid advertisement date.
81. **This deposit represents the estimated SFM costs.** Check on \$ amount for SFM, per cost estimate should be about \$250,000.

After PARTNERS agree that all Scope activities are complete, PARTNERS will submit a final accounting for all WORK costs. Based on the final accounting, PARTNERS will refund or invoice as necessary in order to satisfy the obligation of this agreement.

SCHEDULE

82. PARTNERS will manage the schedule for WORK through the work plan included in the PROJECT MANAGEMENT PLAN.

GENERAL CONDITIONS

83. This agreement will be understood in accordance with and governed by the Constitution and laws of the State of California. This agreement will be enforceable in the State of California. Any legal action arising from this agreement will be filed and maintained in the Superior Court of the county in which the CALTRANS district office signatory to this agreement resides.
84. Add RCTC comment. [What is the RCTC comment?]All obligations of CALTRANS under the terms of this agreement are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.

RCTC comment.

All obligations of COMMISSION under the terms of this Agreement are subject to the appropriation of resources by applicable funding sources and the allocations of funds by the governing board of COMMISSION.

85. **PARTNERS acknowledge that they are responsible to meet the requirements of Government Code Section 8879.20 et al. (Proposition 1 legislation), the governor's Executive Order 2007-S-02-07, and the California Transportation Commission (CTC) program guidelines for the applicable account.**

Right of way purchased using bond funds will become the property of CALTRANS, and any revenue from the sale of excess lands originally purchased with bond funds will revert to CALTRANS. (L.I.28)

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86. PROJECT is subject to the intent, terms, conditions, requirements, and constraints of the American Recovery and Reinvestment Act of 2009 (ARRA).
87. PARTNERS agree to exhaust first, and completely, all American Recovery and Reinvestment Act of 2009 (ARRA) funds for each project component. Any additional non-ARRA funds will then be exhausted proportionally within each project component thereafter.
88. Any PARTNER who performs IQA does so for its own benefit, further, that PARTNER cannot be assigned liability due to it's IQA activities.
89. Neither COMMISSION nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this agreement.

It is understood and agreed that CALTRANS will fully defend, indemnify, and save harmless COMMISSION and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS under this agreement.

90. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by COMMISSION under or in connection with any work, authority, or jurisdiction conferred upon COMMISSION under this agreement.

It is understood and agreed that COMMISSION will fully defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by COMMISSION under this agreement.

91. This agreement is not intended to create a third party beneficiary or define duties, obligations, or rights in parties not signatory to this agreement. This agreement is not intended to affect the legal liability of PARTNERS by imposing any standard of care for completing WORK different from the standards imposed by law.
92. PARTNERS will not assign or attempt to assign agreement obligations to parties not signatory to this agreement.

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93. Any ambiguity contained in this agreement will not be interpreted against PARTNERS. PARTNERS waive the provisions of California Civil Code section 1654.
94. A waiver of a partner's performance under this agreement will not constitute a continuous waiver of any other provision. An amendment made to any article or section of this agreement does not constitute an amendment to or negate all other articles or sections of this agreement.
95. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.
96. If any partner defaults in their agreement obligations, the non-defaulting partner(s) will request in writing that the default be remedied within 30 calendar days. If the defaulting partner fails to do so, the non-defaulting partner(s) may initiate dispute resolution.
97. PARTNERS will first attempt to resolve agreement disputes at the PROJECT team level. If they cannot resolve the dispute themselves, the CALTRANS district director and the executive officer of COMMISSION will attempt to negotiate a resolution. If no resolution is reached, PARTNERS' legal counsel will initiate mediation. PARTNERS agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTNERS from full and timely performance of WORK in accordance with the terms of this agreement. However, if any partner stops WORK, the other partner(s) may seek equitable relief to ensure that WORK continues.

Except for equitable relief, no partner may file a civil complaint until after mediation, or 45 calendar days after filing the written mediation request, whichever occurs first.

Any civil complaints will be filed in the Superior Court of the county in which the CALTRANS district office signatory to this agreement resides. The prevailing partner will be entitled to an award of all costs, fees, and expenses, including reasonable attorney fees as a result of litigating a dispute under this agreement or to enforce the provisions of this article including equitable relief.

98. PARTNERS maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.
99. If any provisions in this agreement are deemed to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other agreement provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this agreement.

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100. This agreement is intended to be PARTNERS' final expression and supersedes all prior oral understanding or writings pertaining to WORK.
101. If during performance of WORK additional activities or environmental documentation is necessary to keep PROJECT in environmental compliance, PARTNERS will amend this agreement to include completion of those additional tasks.
102. PARTNERS will execute a formal written amendment if there are any changes to the commitments made in this agreement with approval authority for such amendment delegated to the District Director and RCTC's Executive Director.
103. This agreement will terminate upon COMPLETION OF WORK or upon 30 calendar days' written notification to terminate and acceptance between PARTNERS, whichever occurs first.

However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, and ownership articles will remain in effect until terminated or modified in writing by mutual agreement.
104. The following documents are attached to, and made an express part of this agreement: SCOPE SUMMARY, FUNDING SUMMARY.
105. Signatories may execute this agreement through individual signature pages provided that each signature is an original. This agreement is not fully executed until all original signatures are attached.

CONTACT INFORMATION

The information provided below indicates the primary contact data for each partner to this agreement. PARTNERS will notify each other in writing of any personnel or location changes. These changes do not require an amendment to this agreement.

The primary agreement contact person for CALTRANS is:
Ivan Benavidez, Project Manager
464 W. 4th Street, 6th Floor
San Bernardino, California 92401-1400
Office Phone: (909) 203-3589
Email: ibenavidez@tcmgroup.us

The primary agreement contact person for COMMISSION is:
Lisa DaSilva, Capital Projects Program Manager
4080 Lemon Street, 3rd Floor
Riverside, California 92502
Office Phone: (951) 787-7141
Email: ldasilva@rctc.org

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SIGNATURES

PARTNERS declare that:

1. Each partner is an authorized legal entity under California state law.
2. Each partner has the authority to enter into this agreement.
3. The people signing this agreement have the authority to do so on behalf of their public agencies.

STATE OF CALIFORNIA

RIVERSIDE COUNTY TRANSPORTATION
COMMISSION

DEPARTMENT OF TRANSPORTATION

By: _____
Raymond W. Wolfe, PhD
District Director

By: _____
Anne Mayer
Executive Director

CERTIFIED AS TO FUNDS:

APPROVED AS TO FORM AND PROCEDURE

By: _____
Lisa Pacheco
Budget Manager

By: _____
Best Best and Krieger
General Council

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SCOPE SUMMARY

4	5	6	7	8	Description	CALTRANS	Commission	N/A
	5				Construction (CON) - 270, 285, 290, 295	X	X	
	270				Construction Engineering and General Contract Administration	X	X	
		10			Construction Staking Package and Control		X	
		15			Construction Stakes		X	
		20			Construction Engineering Work		X	
		25			Construction Contract Administration Work		X	
			05		Secured Lease for Resident Engineer Office Space or Trailer		X	
			10		Set Up Construction Project Files		X	
			15		Pre-Construction Meeting		X	
			20		Progress Pay Estimates		X	
			25		Weekly Statement of Working Days		X	
			30		Construction Project Files and General Field Office Clerical Work		X	
			35		Labor Compliance Activities	X	X	
			40		Approved Subcontractor Substitutions		X	
			45		Coordination		X	
			50		Civil Rights Contract Compliance		X	
			99		Other Construction Contract Administration Products		X	
		30			Contract Item Work Inspection	X	X	
		35			Construction Material Sampling and Testing	X	X	
			05		Materials Sampling and Testing for Quality Assurance		X	
			10		Plant Inspection for Quality Assurance		X	
			15		Independent Assurance Sampling and Testing	X	X	
			20		Source Inspection	X		
			40		Safety and Maintenance Reviews	X	X	
			45		Relief From Maintenance Process		X	
			55		Final Inspection and Acceptance Recommendation	X	X	
			60		Plant Establishment Administration		X	
			65		Transportation Management Plan Implementation During Construction		X	
			75		Resource Agency Permit Renewal and Extension Requests		X	
			80		Long-Term Environmental Mitigation/Mitigation Monitoring During Construction Contract		X	
			99		Other Construction Engineering and General Contract Administration		X	
	275				Construction Engineering and General Contract Administration of Structure Work		X	
	285				Contract Change Order Administration		X	
	290				Resolve Contract Claims		X	
	295				Accept Contract, Prepare Final Construction Estimate, and Final Report		X	

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FUNDING SUMMARY

Funding Source	Funding Partner	Fund Type	CON Capital	CON Support	Subtotal Support	Subtotal Capital	Subtotal Funds Type
FEDERAL	COMMISSION	Demo	\$720,000.00	\$0.00	\$0.00	\$720,000.00	\$720,000.00
LOCAL	COMMISSION	Measure	\$3,700,000.00	\$0.00	\$0.00	\$3,700,000.00	\$3,700,000.00
LOCAL	COMMISSION	Transportation Uniform Mitigation Fee (Matching)	\$200,000.00	\$0.00	\$0.00	\$200,000.00	\$200,000.00
LOCAL	COMMISSION	Transportation Uniform Mitigation Fee	\$9,300,000.00	\$4,500,000.00	\$4,500,000.00	\$9,300,000.00	\$13,800,000.00
FEDERAL	COMMISSION	ARRA	\$16,101,000.00	\$0.00	\$0.00	\$16,101,000.00	\$16,101,000.00
STATE	COMMISSION	SLPP-IB	\$3,700,000.00	\$0.00	\$0.00	\$3,700,000.00	\$3,700,000.00
LOCAL	COMMISSION	RSTP	\$1,681,000.00	\$0.00	\$0.00	\$1,681,000.00	\$1,681,000.00
		Subtotals by Component	\$35,402,000.00	\$4,500,000.00	\$4,500,000.00	\$35,402,000.00	\$39,902,000.00