

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION  
REQUEST FOR QUALIFICATIONS  
(RFQ) NO. 12-31-034-00**

**FOR**

**Construction Management Services, Materials Testing, and Construction  
Surveying**

**For the Construction of the  
I-215 Widening, Scott Road to Nuevo Road, Project  
in  
the Cities of Menifee and Perris and the County of Riverside, California**

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION  
4080 Lemon Street, 3<sup>rd</sup> floor  
Riverside, CA 92501  
Mailing address: P.O. Box 12008  
Riverside, CA 92502-2208  
RFQ Contact Person: Matthew Wallace**

**Key RFQ Dates (\* tentative):**

<b>Request for Qualifications Issued</b>	<b>Monday – December 12, 2011</b>
<b>Pre-Submittal Meeting</b>	<b>Wednesday – January 4, 2012</b>
<b>Request for Clarifications Due</b>	<b>Friday – January 13, 2012</b>
<b>Qualifications Submittal</b>	<b>Thursday – February 9, 2012</b>
<b>Short Listed Firms Notified</b>	<b>*Wednesday – February 29, 2012</b>
<b>Interview &amp; Selection</b>	<b>*Wednesday – March 14, 2012</b>
<b>Commission Approval</b>	<b>*Monday – April 23, 2012 Wednesday – May 9, 2012</b>

## TABLE OF CONTENTS

	<u>PAGE</u>
NOTICE FOR REQUEST FOR QUALIFICATIONS	3
<b>SECTION I BACKGROUND</b>	
A. ABSTRACT	5
B. PROJECT DESCRIPTION	5
<b>SECTION II INSTRUCTIONS TO OFFERORS</b>	
A. NON-MANDATORY PRE-SUBMITTAL CONFERENCE	6
B. EXAMINATION OF SOQ DOCUMENTS	6
C. ADDENDA	6
D. COMMISSION CONTACT/ADDRESS	6
E. REQUESTS FOR CLARIFICATIONS, EXCEPTIONS, DEVIATIONS OR CHANGES	7
F. SUBMISSION OF SOQ	9
G. COMMISSION RIGHTS	9
H. SOQ PREPARATION EXPENSES	10
I. PROTEST PROCEDURES	10
J. AGREEMENT TYPE	11
K. AGREEMENT TERM	11
L. CONFLICTS OF INTEREST	11

**SECTION III**

**SOQ CONTENT**

A. SOQ FORMAT AND CONTENT 12

**SECTION IV**

**EVALUATION AND AWARD**

A. EVALUATION CRITERIA 16

B. EVALUATION PROCEDURE 17

C. AWARD 17

D. NOTIFICATION OF AWARD AND DEBRIEFING 18

**EXHIBITS**

EXHIBIT A SCOPE OF WORK

EXHIBIT B MODEL AGREEMENT

EXHIBIT C DISCLOSURE OF CAMPAIGN CONTRIBUTIONS TO  
COMMISSIONERS

December 12, 2011

**SUBJECT: NOTICE OF REQUEST FOR QUALIFICATIONS FOR CONSTRUCTION MANAGEMENT, MATERIALS TESTING, AND CONSTRUCTION SURVEYING SERVICES FOR THE I-215 WIDENING, SCOTT ROAD TO NUEVO ROAD, PROJECT**

The Riverside County Transportation Commission (Commission) invites Statements of Qualifications (SOQs) from qualified consultants ("Offeror") to provide Construction Management, (CM), Materials Testing, Construction Surveying and Public Relations services for the Interstate 215 (I-215) Widening, Scott Road to Nuevo Road, Project.

**SOQs must be submitted no later than 2:00 p.m. on February 9, 2012.** See instructions to Offerors for further details regarding SOQ submissions.

SOQs delivered in person or by a means other than the U.S. Postal Service shall be submitted to the following:

**Riverside County Transportation Commission  
4080 Lemon Street, 3<sup>rd</sup> Floor  
Riverside, CA 92501  
Attention: Matthew Wallace, Procurement Manager**

SOQs and amendments to the SOQs received after the date and time specified above will be returned to the Offeror unopened. Faxed or electronically submitted SOQs will not be accepted.

**No contact of any kind regarding this RFQ shall be made with any of the Commission's Board members or the Commission's staff including the Commission's program management consultant, Bechtel Infrastructure Corporation, or other members of the Project Delivery Team, except for Matthew Wallace.** (The Project Delivery Team includes all parties that contributed to the preparation, review and approval of the plans, specifications and estimate for the project.) **It is intended that the Consultant selection shall be made on merit alone within the process described in this RFQ. Violation of this condition may result in immediate disqualification of an Offeror's SOQ.**

A pre-submittal meeting will be held on **Wednesday, January 4, 2012**; at 2:00 p.m. at Commission's Conference Room 'A' located at 4080 Lemon Street, 3<sup>rd</sup> floor, Riverside, CA 92501. Attendance is not mandatory, but prospective Offerors are strongly encouraged to attend. Minutes of the pre-submittal meeting will be posted on the Commission's website. Any unanswered questions from the meeting will be addressed by Commission staff in a formal addendum to the RFQ. Changes to the RFQ, if any, will be addressed through the issuance of addenda to the RFQ.

All questions and comments to the agreement and its attachments, including questions that could not be specifically answered at the pre-submittal conference, must be submitted in writing and must be received by the Commission by **January 13, 2012, by 2:00 pm.**

The full content of this Request for Qualification (RFQ) and all addenda will be posted on the Commission's website located at [www.rctc.org/rfps.asp](http://www.rctc.org/rfps.asp). Please note that Commission will not be responsible for mailing this RFQ and any addenda to Offerors. Offerors are encouraged to check the website regularly since each Offeror will be responsible for downloading the RFQ and all addenda.

RFQ reference documents (including the 95% Plan set, Special Provisions, and Engineer's Estimate, the final Project Report, and the final Environmental Document) will be available on CD for the nonrefundable purchase price of \$5.00 if picked up at the Commission Offices and \$10.00 if the CD is to be mailed to Offeror. The check should be made payable to the "Riverside County Transportation Commission." Send a request to purchase these documents to Matthew Wallace at [mwallace@rctc.org](mailto:mwallace@rctc.org).

A "Shortlist" of firms to be interviewed will be developed by the Commission. The Commission anticipates that the "Shortlisted" firms will be notified on **Wednesday, February 29, 2012**. Interviews are tentatively scheduled for **March 14, 2012**. Please keep this date open. Failure to appear at the interview will cause the Offeror to be eliminated from further evaluation. The Commission reserves the right to postpone the interview date, or cancel an interview, at its sole and absolute discretion. Offeror shall be notified in advance of any such postponement or cancellation.

The Commission does not discriminate against, or provide preferential treatment to any individual or group on the basis of race, color, ethnicity, age over 40, religion, gender, national origin, ancestry, physical disability, disability including AIDS, mental condition, cancer-related medical condition, political affiliation, sexual orientation, or marital status in its contracting activities.

Funding for the Agreement resulting from this RFQ may come from state and/or local funds. The Offeror will be required to comply with all applicable federal, state and local laws and regulations.

Matthew Wallace  
Procurement Manager  
Riverside County Transportation Commission

## **SECTION I. BACKGROUND**

### **A. ABSTRACT**

On November 8, 1988 and November 5, 2002, respectively, the Voters of Riverside County approved the adoption and subsequently the extension of Measure A, authorizing the collection of a one-half percent (1/2%) retail transactions and use tax to fund transportation programs and improvements within the County of Riverside, and adopting the Riverside County Transportation Improvement Plan (the "Plan").

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.

The services described in this RFQ are consistent with the highway improvement projects identified on the November 5, 2002 ballot to be funded with Measure A funds. The services to be procured pursuant to this RFQ will be funded with Measure A proceeds or other State/Local funds as applicable.

### **B. PROJECT DESCRIPTION**

The Commission is seeking proposals from qualified professional engineering firms to provide Construction Management (CM), Materials Testing, Construction Surveying, and Public Relations Services for construction of I-215 Widening, Scott Road and Nuevo Road, Project located in Riverside County and the Cities of Perris and Menifee, California. Services are anticipated to include pre-construction plan, specification, and estimate (PS&E) review, bid analysis, and award recommendation. Construction management services include contractor interface and contract administration, office engineering, change order preparation and claim analysis, and other assorted duties as appropriate for construction management of a state highway facility. The detailed scope of services is included in this RFQ package as Exhibit 'A'.

The Offeror shall provide a single point of contact to direct and coordinate all field activities under this agreement. The Offerors' SOQ shall describe its approach for managing construction. Each SOQ shall include a preliminary staffing plan and an organization chart.

The Construction contract will be funded from a mixture of Measure A fund and/or State and possibly federal funds.

## **SECTION II. INSTRUCTIONS TO OFFERORS**

### **A. NON-MANDATORY PRE-SUBMITTAL CONFERENCE**

A pre-submittal meeting will be held on January 4, 2012 at 2:00 pm at the Commission's Conference Room A located at 4080 Lemon Street, 3<sup>rd</sup> floor, Riverside, CA. Attendance is not mandatory, but prospective Offerors are encouraged to attend.

### **B. EXAMINATION OF SOQ DOCUMENTS**

By submitting a SOQ, the Offeror indicates that it has thoroughly examined and become familiar with the work required under this RFQ and that it is capable of performing quality work and diligence to achieve the Commission's objectives.

### **C. ADDENDA**

The Commission reserves the right to revise the RFQ documents. Any Commission changes to the requirements will be made by written addenda to this RFQ. Any written addenda issued pertaining to this RFQ may be incorporated into the terms and conditions of an agreement resulting from this RFQ. Addenda will be posted on the Commission's website. It is the Offerors responsibility to check the Commission's website to determine if any addenda have been issued, and acknowledge said addenda in its SOQ. The Commission will not be bound to any modifications to or deviations from the requirements set forth in this RFQ as the result of oral instructions. Failure to acknowledge all posted addenda for this RFQ may cause the SOQ to be deemed non-responsive and rejected without further evaluation.

### **D. COMMISSION CONTACT/ADDRESS**

All correspondence, questions, and submissions in connection with this RFQ should be addressed as follows:

U.S. Mail:     **Riverside County Transportation Commission**  
                  **P.O. Box 12008**  
                  **Riverside, CA 92502-2208**

Personal Courier/     **Riverside County Transportation Commission**

Hand Delivery       **4080 Lemon Street, 3<sup>rd</sup> Floor**  
                          **Riverside, CA 92501**

Facsimile:           **(951) 787-7920**

Correspondence concerning procedure, agreement, or technical matters shall be directed to the attention of **Matthew Wallace, Procurement Manager**. Correspondence via e-mail is also acceptable and should be addressed to: [mwallace@rctc.org](mailto:mwallace@rctc.org). **Please note that faxed or electronically submitted SOQs will not be accepted.**

**No contact of any kind regarding this RFQ shall be made with any of the Commission's Board members or the Commission's staff including the Commission's program management consultant, Bechtel Infrastructure Corporation, or other members of the Project Delivery Team, except for Matthew Wallace. (The Project Delivery Team includes all parties that contributed to the preparation, review and approval of the plans, specifications and estimate for the project.) It is intended that the Consultant selection shall be made on merit alone within the process described in this RFQ. Violation of this condition may result in immediate disqualification of an Offeror's SOQ.**

**E. REQUESTS FOR CLARIFICATIONS, EXCEPTIONS, DEVIATIONS OR CHANGES**

**1. Examination and Clarification of RFQ Documents**

Offeror is responsible for reviewing the RFQ documents prior to the submittal deadline (February 9, 2012) and for requesting clarification or interpretation of any discrepancy, deficiency, ambiguity or error, or omission contained in the RFQ documents. Offeror shall notify the Commission in writing, in accordance with Section E.4 below. Should the Commission find that the point in question is not clearly and fully set forth, the Commission will issue a written addendum clarifying the matter, which will be posted on Commission's website. Submissions by e-mail must be sent to [mwallace@rctc.org](mailto:mwallace@rctc.org).

**2. Exceptions to or Recommendations for Change of the RFQ**

Any questions or request for exceptions to or deviations from the requirements of this RFQ must be submitted in writing in accordance with Section E.4 below. The request should clearly identify and segregate "technical" exceptions from "contractual" exceptions. Where Offeror wishes to propose alternative approaches to meeting the Commission's technical or contractual requirements, these should be thoroughly explained. The Commission will review the request and may, but shall not be required to, post a response to any such request on the Commission's website. Submissions by e-mail should be submitted to [mwallace@rctc.org](mailto:mwallace@rctc.org).

**3. Exceptions or Clarifications to Standard Agreement/Scope of Services**

Offerors shall familiarize themselves with the Model Agreement (attached to the RFQ as Exhibit B) and all of the Exhibits attached thereto. Commission intends to use the attached Model Agreement as the professional services agreement resulting from this RFQ. Should the Offeror have concerns, questions, or recommended changes to the Model Agreement or Scope of Services, then those concerns with recommended changes must be specified in detail and submitted in writing to the Commission as set forth in Section E.4 below. No changes will be considered if they are not received by 2:00 p.m. on **January 13, 2012**. The Commission will review Offeror's concerns/recommendations and may post on Commission's website Offeror's request and any comments from Commission regarding the potential for consideration of such recommended change(s) during formal negotiations with the successful Offeror. Changes to the Commission's Model Agreement shall be made at the Commission's sole and absolute discretion.

**4. Submitting Requests**

All questions, requests for clarifications, exception, deviations or changes, including questions that could not be specifically answered at the pre-submittal conference, must be put into writing and must be received by Matthew Wallace no later than 2:00 p.m. on **January 13, 2012**.

Requests for clarifications, exceptions, deviations or changes and/or questions and comments must be clearly labeled: "Written Questions". The Commission is not responsible for failure to respond to a request that has not been appropriately labeled. Requests for clarifications, exceptions, deviations, or changes and/or questions received after this time and date will not be responded to and may not be introduced during agreement negotiations.

Any of the methods of Commission contact set forth above, including submissions by e-mail, may be utilized for delivering written requests and questions as long as the requests and/or questions are directed to Matthew Wallace and received no later than the date and time specified above.

**5. Commission Responses**

Commission will acknowledge receipt of all requests whether responded to or not. Responses from the Commission will be posted on Commission's website by 2:00 p.m. on Tuesday, January 24, 2012. Offerors may download responses from the Commission's website at [www.rctc.org/rfps.asp](http://www.rctc.org/rfps.asp). Commission responses may be in the form of Addenda or a simple posting of the response.

**F. SUBMISSION OF SOQ**

**1. Date and Time**

**SOQs must be submitted at or before 2:00 p.m. on February 9, 2012.**

SOQs received after the specified date and time may be rejected without consideration or evaluation. SOQs shall be delivered in person or by a means other than the United States Postal Service to:

**Riverside County Transportation Commission  
4080 Lemon Street, 3<sup>rd</sup> Floor  
Riverside, CA 92501  
Attention: Matthew Wallace, Procurement Manager**

Faxed or electronically submitted SOQs will not be accepted.

**2. Identification of SOQs**

**Offeror shall submit one original and six (6) copies, and one CD** of its SOQ in a sealed package. The package should be addressed as shown above, bearing the Offeror's name and address and clearly marked as follows:

**"I-215 Widening, Scott Road to Nuevo Road  
Construction Management SOQ"**

Offerors shall be entirely responsible for any consequences resulting from any inadvertent opening of unsealed or improperly identified packages. It is the Offerors' sole responsibility to see that its SOQ is received as required.

**G. COMMISSION RIGHTS**

The Commission may investigate the qualifications of any Offeror under consideration, require confirmation of information furnished by an Offeror, and require additional evidence of qualifications to perform the Scope of Services described in this RFQ. The Commission reserves the right to:

1. Accept or reject any and all SOQs, or any item or part thereof, or to waive any informalities or irregularities in SOQs;
2. Issue new or subsequent RFQs;
3. For any reason, withdraw or cancel this RFQ, or any part thereof at any time without prior notice and the Commission makes no representations that any agreement will be awarded to any Offeror responding to this RFQ;
4. Require confirmation of information furnished by Offeror or for the Offeror to provide additional evidence of qualifications to perform the work or to obtain

- information from any source that has the potential to improve the understanding and evaluation of the SOQs;
5. Postpone SOQ openings for its own convenience;
  6. Release the SOQs, received as public information, upon request after award. Submitted SOQs are not to be copyrighted;
  7. Remedy or overlook technical errors in the RFQ process;
  8. Appoint an Evaluation Committee to review SOQs;
  9. Seek the assistance of outside technical experts in SOQ evaluation;
  10. Approve or disapprove the use of particular subconsultants;
  11. Establish a short list of Offerors eligible for interview after review of written SOQs;
  12. Negotiate with any, all or none of the Offerors to the RFQ;
  13. Solicit best and final offers from all or some of the Offerors;
  14. Award an agreement to one or more Offerors;

#### **H. SOQ PREPARATION EXPENSES**

The Commission shall not, in any event, be liable for any expenses incurred by Offeror in the preparation of its SOQ. Offeror shall not include any such expenses as part of its SOQ. SOQ preparation expenses include the following:

1. Preparing its SOQ in response to this RFQ;
2. Submitting its SOQ to the Commission;
3. Negotiating with the Commission any matter related to this RFQ; or
4. Any other expenses incurred by Offeror prior to the date an agreement is executed.

#### **I. PROTEST PROCEDURES**

Commission has on file and posted on its website a set of written protest procedures applicable to this RFQ. The procedures may be downloaded from the website or may be obtained by contacting Matthew Wallace at [Mwallace@rctc.org](mailto:Mwallace@rctc.org). Any protest filed by a firm in connection with this RFQ shall be submitted in accordance with Commission's written procedures.

**J. AGREEMENT TYPE**

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be a cost plus fixed fee agreement, with a total not to exceed amount.

**K. AGREEMENT TERM**

The services to be performed under the Agreement shall begin in approximately May 2012 and shall terminate on approximately December 31, 2015.

**L. CONFLICTS OF INTEREST**

Offerors must complete and submit with their SOQ the "Disclosure of Campaign Contributions to Commissioners" form attached to this RFQ as Exhibit C.

### **SECTION III. SOQ CONTENT**

#### **A. SOQ FORMAT AND CONTENT**

##### **1. Format**

SOQs shall be typed and submitted on 8.5-inch x 11-inch paper with a single method of fastening. Charts and schedules may be included in 11" x 17" format, which will be counted as 2 pages and included in the total page count. SOQs may use both sides of a page, but each side will be counted as a page. Offers should not include any unnecessarily elaborate or promotional material. SOQs should not exceed fifty (50) pages in length. The page limit does not include the outside cover, section dividers, cover letters, and subconsultant commitment memorandum, agreement comments, or duplication of the organizational chart. All pages shall be sequentially numbered and each section shall be separately and clearly tabbed. SOQs shall include a complete table of contents for the entire SOQ with respective page numbers opposite each topic that is included.

##### **2. Letter of Transmittal**

The Letter of Transmittal shall be addressed to Matthew Wallace, Procurement Manager, Riverside County Transportation Commission, and must, at a minimum, contain the following:

- a. Identification of Offeror/Firm that will be authorized to commit to the contractual terms and conditions detailed herein. Identification shall include legal company name, corporate address, telephone, fax number and e-mail address. Include name, title, address, telephone number and e-mail address of the contact person during the SOQ evaluation phase.
- b. Identification of proposed subconsultants, including legal company name, contact person's name, address, and phone number. Clarify the working relationships between Offeror and subconsultants, if applicable.
- c. Acknowledgment of receipt of all RFQ addenda, if any.
- d. A statement to the effect that the SOQ shall remain valid for a period of not less than 180 days from the date of submittal.
- e. Signature of a person authorized to bind Offeror to the terms of the SOQ.
- f. A statement to the effect that by signing the letter of transmittal, Offeror is attesting that all information submitted with the SOQ is true and correct.

### **3. Technical Proposal**

#### **a. Qualifications, Related Experience and References of Offeror**

This section of the SOQ should establish the ability of Offeror to satisfactorily perform the required work by evidence of: experience in performing work of a similar nature; demonstrated competence in the services identified in Exhibit A; experience with highway infrastructure projects; familiarity with Caltrans design, and construction management processes; familiarity with implementation of projects utilizing state and federal funds; familiarity with implementation of National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) environmental permitting and compliance requirements; and familiarity with Storm Water Pollution Prevention requirements. The SOQ shall describe the strength and stability of the firm; staffing capability; workload; record of meeting schedules on projects of a similar size and scope; and provide supportive client references.

Offeror shall:

- (1) Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees.
- (2) Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Offeror's ability to complete the project.
- (3) Describe the firm's experience in performing work of a similar nature to that solicited in this RFQ, and highlight the participation in such work by the key personnel proposed for assignment to this project. Describe experience in working with public agencies similar to Commission in nature and/or responsibilities, Caltrans District 8 or other Caltrans' Districts particularly those in Southern California, FHWA, and cities in the Inland Empire.
- (4) Identify subconsultants by company name, address, contact person, telephone number and project function. Describe Offeror's experience working with each subconsultant.
- (5) At a minimum, three (3) corporate project references shall be provided. Furnish the name, title, address and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed. Identify Offeror's key personnel who worked on the referenced projects. Offeror may also supply references from other work not cited in this section as related experience.

**b. Proposed Staffing and Project Organization**

This section of the SOQ should identify key personnel and establish their abilities to perform the required work by evidence of experience in performing work of a similar nature and demonstrated competence in the services identified in Exhibit A. Key personnel shall include the Project Manager/Resident Engineer and key personnel responsible for structures, roadway, office administration, schedule, traffic safety, electrical, landscape architecture, labor compliance, quality assurance, materials, surveys, and public relations.

Offeror shall:

- (1) Provide education, experience, and applicable professional credentials of project staff. Include copies of applicable professional credentials.
- (2) Furnish resumes for the proposed Project Manager and other key personnel.
- (3) Identify key personnel proposed to perform the work in the specified tasks and include major areas of subconsultant work. Include the person's name, current assignment and its duration, proposed position for this project, and how long this person has been with the firm.
- (4) Provide education, experience, and applicable professional credentials of proposed subconsultants.
- (5) Include a project organization chart, which clearly delineates communication/reporting relationships among the project staff. Provide a second organization chart showing the proposed communication/reporting relationship between project staff and Commission staff.
- (6) Include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the Commission.

**c. Project Understanding and Approach**

Offeror shall provide a narrative and staffing plan, which addresses the project scope, construction management, materials testing, and construction surveying scope of services, and demonstrates the Offeror's understanding of the Commission's needs and requirements.

Offeror shall:

- (1) Describe the project scope to be managed by this CM agreement;

- (2) Describe the approach and work plan for completing the tasks and specify who would perform them;
- (3) Where the Scope of Services does not adequately define the tasks required to provide complete professional services, provide descriptions of recommended additional services and programs;
- (4) Furnish an estimated time of completion for completing the representative tasks in terms of elapsed weeks from the project commencement date. Provide a proposed summary schedule for completion of the work showing work sequence and milestones;
- (5) Identify methods that Offeror will use to ensure quality control as well as budget and schedule control for the Project;
- (6) Identify methods that Offeror will follow during construction inspection and quality assurance verification, procedures, resources and ability to meet project deadlines;
- (7) Provide a proposed staffing plan for the all elements of the work that correspond with the project schedule provided; and
- (8) Identify any special issues or problems that are likely to be encountered with the services identified herein and how the Offeror would propose to address them.

#### **4. Insurance**

The Offeror shall submit evidence of ability to provide insurance in the amounts and with coverages as required in the attached Model Agreement (Exhibit B).

## SECTION IV. EVALUATION AND AWARD

### **A. EVALUATION CRITERIA**

The Commission will evaluate the SOQs received based on the following criteria:

**1. Corporate Qualifications of the Offeror and Team 10**

Experience in performing the various work elements on Interstate freeway widening projects of similar scope and size; experience working with public agencies, including, FHWA, Caltrans, or other cities in the Inland Empire; strength, stability, depth of resources, experience and technical competence of subconsultants; assessment of client references.

**2. Qualifications of Key Team Personnel 30**

Qualifications of project staff, particularly key personnel including Project Manager/Resident Engineer, Structures Engineer, Roadway Engineer, Office Engineer, Traffic Safety Inspector, Electrical Inspector, Landscape Architect, Labor Compliance Leader, Quality Assurance Manager, Materials Testing Leader, Construction Surveying Leader, and Public Relations Leader.

SOQ shall identify key personnel's level of involvement in performing related work cited in the team's "Qualifications, Related Experience and References of Offeror" section; adequacy of labor commitment; concurrence with the restrictions on changes in key personnel; references from past projects.

**3. Construction Management Organization and Staffing 20**

Overall quality and logic of organization and integrated staffing plan; appropriateness of labor distribution among the tasks; quality assurance and construction inspection procedures and resources and ability to meet project deadlines.

**4. Project Understanding and Approach 25**

Depth of Offeror's understanding and support of Commission's requirements; overall quality and logic of project approach plan; technical and proactive approaches to key services; usefulness of suggested technical or procedural innovations.

**5. Materials Testing, Construction Surveying, and Public Relations Services 15**

Depth of Offeror's understanding of Commission's requirements; quality assurance procedures, material testing, construction surveying and public outreach experience and approach.

## **B. EVALUATION PROCEDURE**

An Evaluation Committee will be appointed to review all SOQs received. The Evaluation Committee will be comprised of Commission staff and may include personnel from stakeholder agencies and other consultants to the Commission. The Evaluation Committee members will read the SOQs separately then convene to receive input on reference checks, and to discuss and score the written SOQs. The Commission will invite the shortlisted firms to an interview and provide additional direction as to its conduct and content.

Following the interviews, the Evaluation Committee will further discuss and score the presentations and responses to questions using the same set of scoring criteria as used for the SOQs, but not necessarily the same weighting. The SOQ scoring will be combined with the scoring of the interviews. The SOQ score will count for 35% of the overall combined score and the interview will count 65%. The combined scores will determine a final ranking of the firms. Negotiations will be initiated with the highest ranked Offeror. Should the Commission be unable to negotiate a satisfactory agreement with the highest ranked Offeror, Commission retains the right to terminate negotiations and open negotiations with the next highest ranked Offeror.

## **C. AWARD**

The Evaluation Committee will submit, with the approval of the appropriate Committee of the Commission Board (Board Committee), as may be applicable, its recommendation of the Offeror(s) considered to be the most competitive to the Commission's Board for consideration, selection and award. The Evaluation Committee may also negotiate agreement terms with its top ranked Offeror(s) prior to award, and expressly reserves the right to negotiate with several Offerors simultaneously and, thereafter, to recommend award of a professional services agreement(s) to the Offeror(s) providing the most favorable terms to the Commission.

The Commission reserves the right to award its total requirements to any of the Offeror(s), and to one Offeror or multiple Offerors as the Commission may deem to be in its best interest. The contents of the SOQ of the successful Offeror will become agreement obligations and failure to accept these obligations in an agreement may result in cancellation of the award.

Award of the agreement by the Commission shall not be considered final until any and all protests have been resolved to the satisfaction of the Commission.

**D. NOTIFICATION OF AWARD AND DEBRIEFING**

Offerors who submit an SOQ in response to this RFQ shall be notified in writing regarding the Offeror who was awarded the professional services agreement. Such notification shall be made within ten (10) days of the date of the agreement award. Offerors who were not successful may obtain an explanation concerning the strengths and weaknesses of their SOQ and/or interview. Unsuccessful Offerors who wish to be debriefed must request the debriefing in writing and the Commission must receive it within three (3) days of notification of the award.

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

## EXHIBIT "A"

### SCOPE OF SERVICES

Commission is seeking proposals from qualified engineering professionals to provide Construction Management (CM), Materials Testing, Construction Surveying and public outreach services for construction of I-215 Widening, Scott Road to Nuevo Road, Project located in the County of Riverside and cities of Menifee and Perris, CA. Services will include pre-construction plan, specification, and estimate (PS&E) review, bid analysis, and award recommendation; construction inspection; preparation of progress payments and change orders, schedule and claim analysis; Contractor interface and contract administration; office engineering; and other assorted duties as appropriate for construction management, as well as materials testing and construction surveying and project closeout tasks. The project's final design is schedule for completion by late summer 2012.

#### **Background Information**

The following information will be available on CD to assist the Offeror in understanding the scope of the project. To purchase a CD for \$5.00 if picked up at the Commission Offices or \$10.00 if it is mailed to Offeror, send a request to Matthew Wallace at [mwallace@rctc.org](mailto:mwallace@rctc.org). The check should be made payable to the "Riverside County Transportation Commission."

1. 95% Plan set
2. 95% Standard Special Provisions
3. 95% Engineer's estimate
4. Final Project Report (April 2011)
5. Final Environmental Document (MND/FONSI April 2011)

#### **Construction Schedule (Tentative)**

The anticipated construction schedule for the project is shown below:

Advertisement Date:	August 7, 2012
Bids Due:	September 27, 2012
Recommendation to Committee:	October 22, 2012
Anticipated Commission Award:	November 14, 2012
Notice to Proceed	January 2, 2013
Anticipated Completion Date	June 30, 2015
Complete Close-Out	December 31, 2015

The dates listed above are contingent upon funding authorization in by August 2, 2012.

## **Performance Requirements**

**Construction Management:** OFFEROR shall furnish a Project Manager or a Resident Engineer as a single point of contact for this agreement and to coordinate OFFEROR'S operations with COMMISSION. The single point of contact shall be responsible for all matters related to OFFEROR'S personnel and operations. The Resident Engineer shall be in responsible charge of construction activity within the Project. The Resident Engineer and Structures Representative shall be Civil Engineers, registered in the State of California. Other Assistant Resident Engineers may be assigned to each specific project responsibilities as needed. A qualified electrical engineer or inspector shall be provided to review electrical and traffic systems requirements as well as electrical utility arrangements. If the Resident Engineer is not also a registered Landscape Architect, a registered Landscape Architect shall be assigned to the project responsible for daily on-site inspections and decisions regarding highway planting and the irrigation systems that comprise a small portion of the Project.

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

Resumes of personnel shall be submitted to COMMISSION for review and approval prior to assignment to the Project. COMMISSION and OFFEROR will jointly determine the quality and quantity of services that are required by OFFEROR's personnel. Personnel selected for assignment by OFFEROR 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 OFFEROR personnel is unsatisfactory to COMMISSION, COMMISSION may release him/her by written notice and may request another qualified person be assigned.

If OFFEROR 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 OFFEROR 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 OFFEROR personnel. The Project Manager, with concurrence from COMMISSION, shall have the authority to

increase, decrease, or eliminate OFFEROR personnel work hours dependent on the schedule and requirements of the construction Contractor. All overtime required by OFFEROR personnel shall be approved and authorized by COMMISSION prior to each occurrence.

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

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

OFFEROR 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 or superseded/augmented by Commission's procedures

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

A 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. OFFEROR 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. OFFEROR is therefore encouraged to provide, wherever and whenever possible, the same field personnel for the duration of the project.

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

Resumes of materials testing personnel shall 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 OFFEROR's personnel is on a leave of absence, OFFEROR'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 permit requirements, the project plans and specifications. OFFEROR's personnel will keep records and document the work as directed by the Resident Engineer.

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

All services required hereunder will be performed in accordance with Caltrans regulations, policies, procedures, manuals, and standards as modified by the Commission's General Conditions and procedures.

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

If OFFEROR'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.

OFFEROR 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 contemporaneous 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 as modified by the Commission's General Conditions and procedures.

### **Duties and Responsibilities**

#### **1. Pre-construction Services**

##### **a. Plan Review**

OFFEROR 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 a minimum, OFFEROR shall check for quantity discrepancies, potential conflicts, constructability, and consistency between plans, specifications and pay items. OFFEROR'S plan review shall include a review of various discipline plans (e.g., layout, drainage, bridge, landscaping, electrical, etc.) for conflicting or missing information.

b. Schedule

OFFEROR 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 OFFEROR operations and safe and expeditious completion of the Project.

c. Budget

OFFEROR 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

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

- 1) Review of bid documents
- 2) Review bid questions and draft responses
- 3) Prepare bid tabulations

b. Pre-construction Meetings

OFFEROR 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, Caltrans, county, cities, utility companies, and developers.

c. Contract Award

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

- 1) Review bids for completeness and responsiveness
- 2) Perform bid analysis
- 3) Check Contractor references, licenses, insurance, and sureties
- 4) Coordinate with prospective Contractor for award of construction contract.

All processes will be consistent with procedures outlined by Caltrans for Special Funded Programs.

**3. Project Administration**

- a. OFFEROR shall administer the project construction contract using Caltrans Construction Manual as a guideline.
- b. OFFEROR shall conduct regular project coordination meetings with Contractor, COMMISSION, local agencies, and design engineer, as appropriate.
- c. OFFEROR shall prepare Contractor progress payments and maintain payment records and supporting documentation. All progress payments shall be reviewed by COMMISSION for approval.
- d. OFFEROR shall establish and maintain Project records. Project record keeping shall include, but are not limited to, RE and Assistant RE daily reports, correspondence, memoranda, contract documents, requests for information (RFIs), change orders, claims, COMMISSION and engineer directives, meeting minutes, shop drawings, supplementary drawings, review and approval of submittals, schedule reviews and preparation of weekly working day statements, quantity calculations and/or documented field measurement/count and Daily Extra Work Reports that support progress payments. OFFEROR shall maintain a record of the names, addresses, and telephone and fax numbers of the Contractors, subcontractors, and principal material suppliers.
- e. OFFEROR shall establish and maintain a filing system for each Project using the Caltrans Construction Manual as a guideline. OFFEROR shall transmit certain project records to the Commission using either e-Rooms or InfoWorks, an electronic transfer and collection system. (Commission will train OFFEROR in the requirements and use of the system.)
- f. OFFEROR 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. OFFEROR shall prepare and submit a Monthly Report for the project. The Monthly Report shall describe construction activity, accomplishments, issues and status of submittals, RFIs, Change Orders and the project budget and schedule status against approved Baseline Schedule. A minimum of four (4) construction photos shall be submitted.
- h. OFFEROR shall review and ensure compliance with environmental requirements.
- i. OFFEROR shall participate in partnering sessions with the Contractor,

COMMISSION, and Local Agencies, if required.

- j. OFFEROR shall assure that the Project meets all provisions of the Caltrans Quality Assurance Program Manual. OFFEROR shall prepare and submit a project-specific Quality Assurance Plan (QAP) to the COMMISSION for review and approval. The QAP shall be reviewed quarterly and updated as necessary. All OFFEROR'S project personnel shall indicate their review of the QAP by signature.
- k. OFFEROR shall review Contractors' certified payroll records and other labor compliance records and assure the construction Contractor's compliance with Contract requirements
- l. OFFEROR shall monitor and maintain records to assure that the construction Contractor complies with all provisions of the Storm Water Pollution Prevention Plan (SWPPP).
- m. OFFEROR shall assure that the Project meets all applicable regulations of the Air Quality Management District (AQMD).

**4. Construction Coordination**

- a. OFFEROR shall provide a minimum of one qualified Senior Resident Engineer and other qualified Resident Engineers, as needed to effectively manage the Project.
- b. OFFEROR Resident Engineer shall act as the prime point of contact between Contractor, COMMISSION, OFFEROR's construction surveyor, OFFEROR's materials inspector, OFFEROR's public outreach, and utility companies. OFFEROR may, when requested by COMMISSION, act as point of contact between design engineers, cities, and the public.
- c. OFFEROR shall maintain regular contact with COMMISSION's Construction Manager.
- d. OFFEROR shall coordinate relocations and arrangements for power for the site with utility companies and their designees. ,
- e. OFFEROR 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, OFFEROR shall process and implement change orders in accordance with contract documents.
- f. OFFEROR 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. OFFEROR shall expedite work, as required, to maintain schedule in conjunction with the overall construction staging program.

- g. OFFEROR shall review shop drawings, coordinating with the Source Inspection Project Manager and Division of Structures as appropriate. OFFEROR shall coordinate resolution of Requests for Information (RFI) with the Commission's designer and communicate actions and status with the Commission's Construction Manager. OFFEROR shall log and track all submittals and requests.
- h. OFFEROR shall provide a qualified SWPPP coordinator who shall review Contractor-prepared Storm Water Pollution Prevention Plans (SWPPP) and coordinate approval with COMMISSION. OFFEROR shall cooperate with monitoring agency inspections and field reviews.
- i. OFFEROR shall coordinate the implementation of any changes with the Construction Manager and the design engineer. All change orders shall be prepared using Commission's format and procedures. All change orders will be submitted to Caltrans (on the State Highway System) and the Commission for approval.
- j. OFFEROR shall review and approve falsework, shoring and other temporary work plans.
- k. OFFEROR shall review and approve Traffic Control Plans and forward to local jurisdictions for approval as necessary.
- l. OFFEROR shall coordinate all Project construction activities with other on-going projects within and adjacent to the Project limits.

OFFEROR shall review existing highway electrical and traffic systems arrangements with Caltrans and arrange, through the construction Contractor, any temporary facilities required during construction.

## **5. Construction Inspection**

- a. OFFEROR shall coordinate all required inspections necessary for the Project. OFFEROR shall ensure that appropriate City and local agencies are notified and present as required throughout the Project. OFFEROR shall notify COMMISSION immediately regarding any directives, recommendations, notices, etc. received from agencies other than COMMISSION before taking action.

- b. OFFEROR shall perform and document daily on-site inspections of the progress and quality of construction to determine if the work being performed is in general conformance with the contract documents, permits, all applicable laws, codes, and ordinances.
- c. OFFEROR 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. OFFEROR personnel assigned to the Project shall be thoroughly familiar with Caltrans Standard Specifications, Caltrans Standard Plans, and Caltrans Erosion Control and Highway Planting requirements. OFFEROR personnel shall have the ability to read and interpret construction plans and specifications. OFFEROR 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, OFFEROR personnel shall be familiar with the construction requirements of Storm Water Pollution Prevention Program.
- e. Assignments to be performed by OFFEROR personnel shall include, but are not limited to, the following:
  - 1) Earthwork inspection including source and quality of imported and/or fill material and compaction; subgrade and paving inspection including checking alignment and grade; structure work inspection including foundation construction [piling], structure element formwork, reinforcing and prestressing steel installation, concrete placement; prestressing; joint seal; and barrier layout and inspection; subsurface and finish drainage system inspection; signing and striping inspection; electrical and highway traffic system inspection; landscape hardscape, soil amendment, planting and irrigation installation inspection; fencing, temporary and permanent traffic barriers and device inspection; monitor construction traffic control and detours, and any other 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) Arrange testing in accordance with Caltrans highway materials testing and planting procedures. Arrange for necessary corrective work, as required. Provide comprehensive materials records including materials sources, inspection & test results and

documented compliance with specifications.

- 4) 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.
- 5) Preparing complete and accurate daily reports, calculations, project records, payment quantity documents, reports, and correspondence related to Project activities. Documents shall be sufficient to support actual cost of force account work.
- 6) Preparing construction sketches, drawings, and cross-sections, as necessary.
- 7) Keep records of all deviations from the approved plans to assist the Design Engineer in the preparation of as-built plans. Provide final clearance dimensions from roadways to bridge soffits.
- 8) Providing inspections for environmental compliance. Coordinate with third-party consultants or stake holders for special monitoring or inspections and disposal of hazardous material, if required.
- 9) Maintaining awareness of water discharge requirements. Monitoring Contractors' compliance with applicable regulations and construction contract provisions.
- 10) Monitoring Contractors' compliance with applicable regulations required by AQMD.
- 11) Coordinate Contractor's lane and/or freeway traffic closures with Caltrans and the CHP including, when necessary, the provision of CHP services for COZEEP operations. Maintain records of COZEEP participation to support the Commission's payment process for the CHP.
- 12) Monitor work associated with Temporary Construction Easements and communicate with land owners through the Commission's representatives.
- 13) Other duties as may be required or reasonably requested.

6. **Project Support**

- a. Construction Surveys

OFFEROR shall perform construction surveying services, field calculations, and home office calculations to support construction of the projects. OFFEROR 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 survey effort shall assist the Construction Management team in all phases of construction. The Resident Engineer will assign survey work 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

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 locations
- Clearing limits
- TCE and R/W 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, retaining walls, soundwalls, etc.)
- Rough grade
- Finish grade

Monitor foundation embankments for settlement, if required

Provide measurements to support earthwork quantity calculations

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

## 2) Right of Way Lines

Existing right of way 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.
- Right of Way Surveys. Includes research and preparation filing of required maps and records. In addition, locate and set monuments for right of way and staking for right of way 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

OFFEROR 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 shall be performed in accordance with California Test Methods.

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

c. Public Relations

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

- Attend construction meetings
- Dissemination of traffic advisories in both English and Spanish
- Identify and list key governmental officials, agencies, schools, hospitals, fire and law enforcement officials
- Establish and maintain a public inquiry system
- Respond to public inquiries/calls
- Organize ground breaking and ribbon cutting ceremonies
- Update project information bulletins at the completion of major project milestones
- Develop and maintain project information on the Commission's website

d. Permits

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

**7. Cost and Schedule**

a. OFFEROR shall prepare and track the following:

1. Contract pay item quantities, materials-on-hand and progress payments
2. Extra work/Compensation adjustment payments
3. Contract change orders
4. Supplemental work items
5. Agency-furnished and/or State-furnished materials
6. Contingency balance
7. Project budget
8. Anticipated final cost

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

- c. OFFEROR 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. OFFEROR shall receive and evaluate requests for changes and/or substitutions by the Contractor. Contract Change Orders submitted to COMMISSION shall be accompanied by OFFEROR recommendations. Where applicable, OFFEROR shall convey proposed changes to design engineer, Caltrans Oversight Engineers or other project principals. If the requested changes are accepted, OFFEROR shall negotiate and prepare appropriate Contract Change Orders.
- b. OFFEROR shall attempt to avoid all unnecessary Contract Change Orders. When a Contract Change Order is necessary, OFFEROR 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. OFFEROR shall attempt to identify all potential claims, track and monitor unresolved claims, and implement claims avoidance processes.
- d. OFFEROR 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 agreement, the following shall also apply:

- a. OFFEROR shall implement a comprehensive safety program including preparation of a project-specific Accident/Illness Prevention Plan and conduct regular tail-gate safety meetings for OFFEROR personnel. OFFEROR shall provide a monthly report of traffic and site safety incidents, accidents and issues to the COMMISSION as part of the Monthly Report.

- b. OFFEROR shall comply with State of California Construction Safety Orders and provisions of the Caltrans Construction Manual.
- c. OFFEROR shall provide appropriate safety training for all OFFEROR field personnel.
- d. OFFEROR shall provide all necessary safety equipment as required for OFFEROR personnel.

**10. Project Close Out**

- a. OFFEROR shall prepare a list of items to be completed and/or corrected by the Contractor for final completion of the Project.
- b. OFFEROR shall collect and furnish as-built information to the design engineer for preparation of as-built drawings including utility locations, electrical system element locations and system requirements, prestressing drawings and pile logs, as applicable.
- c. OFFEROR shall review and verify completeness of as-built drawings.
- d. OFFEROR shall conduct a final walk-through with COMMISSION, Caltrans, Local Agencies, Contractors, and design engineers.
- e. OFFEROR shall prepare final construction reports including the Project Completion Report in the format and content requirements set forth by the COMMISSION.
- f. OFFEROR shall prepare and deliver to COMMISSION all project files in hard copy and/or electronic format.
- g. OFFEROR shall assist COMMISSION and Contractor in obtaining final release of all project permits.

**DELIVERABLES.** NOTE: The OFFEROR shall maintain records as described below in the Construction Field Office. In addition, certain records shall be transmitted electronically as the work proceeds to the Commission using eRooms or InfoWorks per the Commissions procedures.

- a. Inspector daily reports, extra work diaries, Landscape Architect, and Resident Engineers' daily diaries.
- b. Monthly Project Activity Summary Reports.

- c. Monthly Contractor progress payments, back-up documentation, and Contractor payment records.
- d. Contractor final payment documents, delivered to COMMISSION no later than ten (10) working days after acceptance by COMMISSION of the completed construction project.
- e. Project Completion Report.
- f. All project files, project reports, correspondence, memoranda, shop drawings, project logs, schedule analyses and weekly working day statements, change order data, claims and claim reports, and Contractor payment records.
- g. Certified payrolls and fringe benefit statements for all employees, OFFEROR and Contractor, who are subject to the State and/or Federal prevailing wage rates.
- h. All material test results shall be provided in accordance with the applicable Standard Specifications and Special Provisions, and test methods. Failing tests shall be immediately reported to the Resident Engineer or Structures Representative. All test results shall 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. All test equipment shall be calibrated per California Test requirements and regularly verified.
- i. Unless otherwise specified in the survey request, the deliverables shall conform to the following:
  - 1. Survey points, lines, and monuments shall be established, marked, identified, and referenced as required by survey request and requirements herein.
  - 2. Survey notes, drawings, calculations, and other survey documents and information shall be completed as required by the survey request and the requirements herein.
- j. 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 OFFEROR 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.

- k. Survey deliverables 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.

l. 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

m. Other

As specified in the survey request.

### **Equipment and Materials to be provided by Offeror**

1. OFFEROR will provide office space, telephones, desks, chairs, computers, and appropriate office equipment. One (1) office with a desk, chair, telephone, and computer with software and a laser printer (8½ x 11 & 11 x 17) will be reserved for the COMMISSION.
2. OFFEROR 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, OFFEROR Cost Proposal, shall be reimbursed by COMMISSION.
3. OFFEROR personnel shall provide vehicles for field personnel suitable for the location and nature of the work involved. Vehicles shall be equipped with flashing yellow lights, either permanently or temporarily affixed.
4. OFFEROR personnel shall be provided with a mobile radio, cellular phone, or other means to assure full-time communication. If a radio system is used, OFFEROR shall provide a base station at the field office.
5. OFFEROR personnel shall be provided with all applicable standard plans, specifications, and other standards as appropriate.
6. For Materials Testing, OFFEROR and its staff shall 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 shall be fully staffed, equipped, and supplied to conduct all required soils, materials, and concrete breaking tests in a timely manner.
  - b. OFFEROR's personnel will be provided with radios, mobile phones, or other means to assure full-time communication. OFFEROR 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 agreement.

Each vehicle shall 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.
7. For construction surveying, OFFEROR 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:

- Performing 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. Magnetic COMMISSION logos to be affixed to OFFEROR vehicles.

**Standards**

All construction inspection, surveys, materials sampling and testing, and contract administration shall be in accordance with the Contract documents 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 OFFEROR 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 agreement. Any OFFEROR 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 OFFEROR's personnel. On days when work is not performed by the construction contractor, such as rainy or unsuitable weather days, OFFEROR 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**

OFFEROR 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 Agreement is intended to provide unique services for a specific project. In the development of the Project, COMMISSION has worked closely with various 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. OFFEROR 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, OFFEROR may find occasion to meet with City or County representatives, the design engineer, Project Offerors, 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, OFFEROR shall not act on any suggestions, solicited or unsolicited, without obtaining specific direction from COMMISSION. All oral and written communication with outside agencies or Offerors 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 agreement, the following also will apply:

1. OFFEROR will conform to the safety provisions of the Caltrans Construction Manual.
2. OFFEROR'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 soles at all times while working in the field.
3. OFFEROR will provide appropriate safety training for all OFFEROR's personnel.
4. All safety equipment will be provided by OFFEROR.

### **Basis for Survey and Monument Staking**

COMMISSION will designate the existing horizontal and vertical control monuments that are the basis of OFFEROR performed surveys. COMMISSION will provide the California Coordinate System values and/or elevation values for

these monuments. OFFEROR shall adjust OFFEROR performed surveys to be the designated control monuments and the values.

Monuments established by OFFEROR shall be marked by OFFEROR with furnished disks, plugs, tags. In addition, OFFEROR shall identify OFFEROR established monuments by tagging or stamping the monuments with the license or registration number of OFFEROR'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"**  
MODEL AGREEMENT

**MODEL  
PROFESSIONAL SERVICES AGREEMENT  
RIVERSIDE COUNTY TRANSPORTATION COMMISSION  
AGREEMENT WITH  
[\_\_\_CONSULTANT\_\_\_]  
FOR  
CONSTRUCTION MANAGEMENT, MATERIALS TESTING AND CONSTRUCTION  
SURVEYING SERVICES  
FOR THE INTERSTATE 215 WIDENING, SCOTT ROAD TO NUEVO ROAD  
PROJECT**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this \_\_\_ day of \_\_\_\_\_, 2010, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and [\_\_\_NAME OF FIRM\_\_\_] ("Consultant"), a [\_\_\_LEGAL STATUS OF CONSULTANT e.g., 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 (as necessary), and is familiar with the plans of the Commission.

2.5 The Commission desires to engage Consultant to render such services for the Interstate 215 Widening, Scott Road to Nuevo Road Project ("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 December 31, 2015, 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 [ INSERT NAME OR TITLE ] 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 identified in the attached organization chart.

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 agreement, 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 a governmental body. If the Consultant performs any work knowing it to be contrary to the requirements of 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 agreement 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. Certified Payrolls are to be submitted whenever required by 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 certain 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 and that are subject to reimbursement by the Commission to Consultant. The cost of Addition Direct Costs, as

defined in exhibit "C," shall be the same for both the Consultant and all subconsultants, unless otherwise identified in Exhibit "C" Part 2.

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, consultants, 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, the Commission may require such additional coverage(s), limits and/or the reduction of deductibles or retentions it

considers reasonable and prudent based upon risk factors that may directly or indirectly impact the Project. 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 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.

### 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 [**\_\_INSERT WRITTEN DOLLAR AMOUNT\_\_**] (**[\$\_\_INSERT NUMERICAL DOLLAR AMOUNT\_\_]**), 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 represents and 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. **Omitted Intentionally**

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 or any duly authorized 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. As required, Consultant shall cooperate fully with any other consultant engaged by the Commission on 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:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

**COMMISSION:**

Riverside County  
Transportation Commission  
4080 Lemon Street, 3<sup>rd</sup> 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. Omitted Intentionally

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  
PROFESSIONAL SERVICES AGREEMENT**

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

**RIVERSIDE COUNTY  
TRANSPORTATION COMMISSION**

**CONSULTANT**

By:

[ INSERT NAME ]  
Chairman

\_\_\_\_\_  
Printed

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

*Approved as to Form:*

By:

\_\_\_\_\_  
Best Best & Krieger LLP  
General Counsel

**MODEL AGREEMENT - EXHIBIT "A"**  
**SCOPE OF SERVICES**

[\_\_INSERT\_\_]

**MODEL AGREEMENT - EXHIBIT "B"**  
**SCHEDULE OF SERVICES**

[\_\_INSERT\_\_]

**MODEL AGREEMENT - 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.

**a) 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:

i) 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.)

ii) MULTIPLIER

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

(1) Direct Salary Costs \_\_\_\_\_

(2) Payroll Additives \_\_\_\_\_

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.

(3) Overhead Costs \_\_\_\_\_

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.

(4) Profit (addressed as a percentage)

Total Multiplier \_\_\_\_\_  
(sum of 1.1.2.1, 1.1.2.2, and 1.1.2.3 multiplied by the percentage of profit)

**b) FIXED FEE.**

i) The Fixed Fee is the Profit as determined in Section 1.1.2.4. The Maximum Fixed Fee under this Agreement is \_\_\_\_\_ (\$\_\_\_\_\_), and shall not exceed this amount without written approval of the Commission's Executive Director.

**c) 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>
	<b>[__ insert charges __]</b>
Per Diem	Actual Cost
Car mileage	0.405 or current IRS rate
Rental Car	Actual Cost
Travel	Actual Cost
Photocopies (Black & White)	\$ /copy
Photocopies (Color)	\$ /copy
Photographs/ other 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:

- a) 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.
- b) 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

[ sample ]

Principal	\$ .00 - \$ .00/hour
Project Manager	\$ .00 - \$ .00/hour
Sr. Engineer/Planner	\$ .00 - \$ .00/hour
Project Engineer/Planner	\$ .00 - \$ .00/hour
Assoc. Engineer/Planner	\$ .00 - \$ .00/hour
Technician	\$ .00 - \$ .00/hour
Drafter/CADD Operator	\$ .00 - \$ .00/hour
Word Processor	\$ .00 - \$ .00/hour

- c) 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.**

- a) 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.

- b) Charges shall be billed in accordance with the terms and rates included herein, unless otherwise agreed in writing by the Commission's Representative.
- c) 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.
- d) 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.
- e) 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.
- f) Each invoice shall indicate payments to DBE subconsultants or supplies by dollar amount and as a percentage of the total invoice.
- g) 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**

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

**MODEL AGREEMENT – EXHIBIT “C”**

Part 2

List of Approved Subconsultant and Rates

**MODEL AGREEMENT - EXHIBIT "D"**

**CERTIFICATE OF COMMISSION**

I HEREBY CERTIFY that I am the \_\_\_\_\_ of the RIVERSIDE COUNTY TRANSPORTATION COMMISSION, and that the consulting firm of \_\_\_\_\_ or its representative has not been required (except as herein expressly stated), directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- (a) employ, retain, agree to employ or retain, any firm or person; or
- (b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this Agreement involving participation of federal-aid Highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**EXHIBIT "C"**

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS TO COMMISSIONERS

# ***RIVERSIDE COUNTY TRANSPORTATION COMMISSION***

## **DISCLOSURE OF CAMPAIGN CONTRIBUTIONS TO COMMISSIONERS**

Government Code Section 84308, 2 California Code of Regulations 18438.1, Et Seq

No Commissioner of the Riverside County Transportation Commission shall receive or solicit a campaign contribution of more than \$250 from Bidder, or Bidder's agent, during the time of: 1) Bid solicitation; 2) Consideration of Bids received; and, 3) Awarding of a contract based on a Bid (collectively referred to as the "Proceeding"), and for 3 months following the conclusion of the Proceeding. This prohibition does not apply to the awarding of contracts that are competitively bid. In addition, Commissioners cannot participate in any such matters if they have received more than \$250 in campaign contributions within the last year from anyone financially interested in the Proceeding, such as Bidder and/or Bidder's agent.

Pursuant to these requirements, Bidder shall disclose any campaign contribution in an amount of more than \$250 made by Bidder, and/or Bidder's agent, to any Commissioner within 12 months from the date of these Bid Documents/Request For Proposals (as applicable). For the purposes of this disclosure obligation, contributions made by Bidder within the preceding 12 months shall be aggregated with those made by Bidder's agent within the preceding 12 months or the period of the agency relationship between Bidder and Bidder's agent, whichever is shorter. In addition, Bidder and/or Bidder's agent shall not make a contribution of more than \$250 to a Commissioner during the Proceeding and for 3 months following the conclusion of the Proceeding.

The disclosure by Bidder, as set forth, herein, shall be incorporated into the written record of the Proceeding and shall be made available to the public for inspection and copying.

The following is a list of the Commissioners of the Riverside County Transportation Commission:

Bob Buster, County of Riverside  
John F. Tavaglione, County of Riverside  
Jeff Stone, County of Riverside  
John J. Benoit, County of Riverside  
Marion Ashley, County of Riverside  
Bob Botts / Don Robinson, City of Banning  
Roger Berg / Jeff Fox, City of Beaumont  
Joseph DeConinck / Carie Covell, City of Blythe  
Ella Zanowic / Jeff Hewitt, City of Calimesa  
Mary Craton / Barry Talbot, City of Canyon Lake  
Greg Pettis / Kathleen DeRosa, City of Cathedral City  
Steven Hernandez / Eduardo Garcia, City of Coachella

Karen Spiegel / Steve Nolan, City of Corona  
 Scott Matas / Russell Betts, City of Desert Hot Springs  
 Adam Rush / Ike Bootsma, City of Eastvale  
 Larry Smith / Robert Youssef, City of Hemet  
 Douglas Hanson / Patrick Mullany, City of Indian Wells  
 Glenn Miller / Michael Wilson, City of Indio  
 Terry Henderson / Don Adolph, City of La Quinta  
 Bob Magee / Melissa Melendez, City of Lake Elsinore  
 Darcy Kuenzi / Wallace Edgerton, City of Menifee  
 Marcelo Co / Richard Stewart, City of Moreno Valley  
 Rick Gibbs / Kelly Bennett, City of Murrieta  
 Berwin Hanna / Kathy Azevedo, City of Norco  
 Jan Harnik / William Kroonen, City of Palm Desert  
 Steve Pougnet / Ginny Foat, City of Palm Springs  
 Daryl Busch / Al Landers, City of Perris  
 Scott Hines / Gordon Moller, City of Rancho Mirage  
 Steve Adams / Andy Melendrez, City of Riverside  
 Scott Miller / Andrew Kotyuk, City of San Jacinto  
 Ron Roberts / Jeff Comerchero, City of Temecula  
 Ben Benoit / Timothy Walker, City of Wildomar  
 Raymond Wolfe, Governor's Appointee

I/We hereby disclose the following political contributions of more than \$250 made within the preceding 12 months to any Commissioner:

<u>Date of Contribution</u>	<u>Recipient</u>	<u>Amount of Contribution</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Attach Additional Sheet, If Necessary)

Date of Disclosure (Same as Notice Date) \_\_\_\_\_

Offeror:

\_\_\_\_\_  
Signature of Offeror

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company