

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
ACTION AGENDA SUMMARY

DEPT: Public Works *mm*

BOARD AGENDA # \*C-1

Urgent  Routine

AGENDA DATE May 13, 2014

CEO Concurs with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval of a Professional Design Services Master Agreement with Harris & Associates to Provide On-Call Construction Management Services for Various Public Works Department Projects through May 13, 2017

STAFF RECOMMENDATIONS:

1. Approve a Professional Design Services Master Agreement with Harris & Associates to provide on-call construction management services for various Public Works Department projects through May 13, 2017 at an amount not to exceed \$1,000,000.
2. Authorize the Public Works Director to sign the agreement.
3. Authorize the Public Works Director to sign future amendments during the life of the agreement and within the approved compensation limits.

FISCAL IMPACT:

The amount assigned to this agreement with Harris & Associates for construction management services depends upon the individual projects and their specific requirements. The Public Works Department construction schedule over the next three years reflects needed assistance in construction management services which would yield costs up to approximately \$1,000,000. Each project will individually fund its share of the needed construction management services from its respective funding source. Funds for construction management services will be authorized at each project's Board approval, or award phase of

BOARD ACTION AS FOLLOWS:

No. 2014-232

On motion of Supervisor Withrow, Seconded by Supervisor O'Brien

and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Withrow, Monteith, and Chairman De Martini

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1)  Approved as recommended

2)  Denied

3)  Approved as amended

4)  Other:

MOTION:

*Christine Ferraro*

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval of a Professional Design Services Master Agreement with Harris & Associates to Provide On-Call Construction Management Services for Various Public Works Department Projects through May 13, 2017

**FISCAL IMPACT (continued):**

the construction contract. These funds shall not exceed the maximum \$1,000,000 budgeted for the agreement over the thirty-six month period or through May 13, 2017.

**DISCUSSION:**

The construction phase for all Public Works improvement projects includes the on-site management of the project and the administration of the contract. The management/administration of the project ensures that the contractor is providing construction results at the standard required by the approved plans and specifications and that all contract obligations are being met. This phase is managed by the construction division within the Public Works Department.

During the next three years, the construction division foresees the need for an on-call construction management firm. This need is being driven by the following:

- The loss of one full-time construction manager to the Kiernan Avenue/Hwy 99 Interchange project;
- The anticipated construction of a large number of Public Works projects, including the Geer Road Bridge Seismic Retrofit project, numerous traffic signalization projects, numerous asphalt concrete overlay and slurry seal projects; and the replacement of the Crows Landing Road Bridge; and,
- The management of Phase 2 of the Parklawn Neighborhood Sewer Improvements.

It is anticipated that in the next three construction seasons, there will be instances where several projects will be under construction simultaneously, leaving upwards of five to six projects with no staff coverage. To avoid missing delivery dates and the loss of possible State and Federal funding, it is important that the construction division is prepared to deliver all the upcoming projects on schedule. Therefore, an on-call construction management firm will be utilized on a short term as-needed basis when several projects will be simultaneously under construction and staffing is inadequate. Last year, Public Works hired Caltrop, Inc. to perform on-call construction management. They will be able to cover two to three of the unstaffed projects, but given the number of remaining projects needing to be delivered, an additional firm is being brought in to assure quality and timely project deliveries.

In anticipation of the upcoming construction in years 2014 through 2017, the Public Works Department posted a Request for Proposal (RFP) in early March 2014 for additional on-call construction management services on the Modesto Reprographics website along with the local builder's exchanges.

## Approval of a Professional Design Services Master Agreement with Harris & Associates to Provide On-Call Construction Management Services for Various Public Works Department Projects through May 13, 2017

On March 28, 2014, eight construction management firms submitted proposals for review. All proposals were evaluated and scored based on qualifications only. The consulting fees were not part of the evaluation process. Below is a list of consultants that submitted proposals:

- Nolte Vertical Five
- The Hanna Group
- Ghirardelli Associates
- Quincy Engineering
- Harris & Associates
- 4-Leaf, Inc.
- HDR Engineering, Inc.
- Mendoza & Associates

Public Works staff reviewed, evaluated, and ranked the proposals and ranked Harris & Associates as the most qualified consultant based on the results of the following evaluation criteria:

- Understanding of the work to be performed;
- Experience with similar work with on-call services;
- Qualifications and availability of staff;
- Demonstration of technical ability; and,
- References.

The Professional Design Services Master Agreement will commence on May 13, 2014 and will expire on May 13, 2017, with a not to exceed amount of \$1,000,000.

To minimize the impacts of staffing shortages and a large number of projects requiring delivery, the Department is recommending the Board's approval to hire this additional outside construction management firm to assist in the management and contract administration of the Departments projects for the next three construction seasons.

### **POLICY ISSUES:**

The recommended actions are consistent with the Board's priorities of providing A Safe Community, A Healthy Community and A Well Planned Infrastructure System by ensuring quality work is performed on all Public Works Projects.

### **STAFFING IMPACT:**

Contracted construction management services will be used when the project workload exceeds the time constraints for existing construction engineering staff. This is dependent on the number and size of projects underway at any given time.

Approval of a Professional Design Services Master Agreement with Harris & Associates to Provide On-Call Construction Management Services for Various Public Works Department Projects through May 13, 2017

**CONTACT PERSON:**

Matt Machado, Public Works Director, (209) 525-4130

CB/la

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## STANISLAUS COUNTY

### PROFESSIONAL DESIGN SERVICES MASTER AGREEMENT for On-Call Construction Management and Inspection Services

This Agreement is made and entered into by and between the County of Stanislaus, a political subdivision of the State of California, hereinafter referred to as "County" and Harris & Associates, hereinafter referred to as "Consultant".

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

#### 1.0 PROFESSIONAL SERVICES TO BE PROVIDED BY CONSULTANT

1.1. Scope of Services: Consultant shall provide the professional services described in the County's Request for Proposal ("RFP") attached hereto as Exhibit "A" and incorporated herein by reference and Consultant's Response to County's RFP (the "Response"). A copy of said Response is attached hereto as Exhibit "B" and incorporated herein by this reference. Each project added to and to be performed under this Agreement shall be separately approved by the parties. Each project where the cost of services does not exceed \$100,000 shall be approved by purchase order issued by the County Purchasing Agent or designee; projects greater than \$100,000 shall be approved by resolution of the Board of Supervisors for the County.

1.2. Professional Practices: All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also represents that it is familiar with all laws that may affect its performance of this Agreement and shall advise County of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Representations: Consultant represents that it has reviewed the RFP and that in its professional judgment the services to be performed under this Agreement can be performed within the maximum fee set forth herein below and within the time specified in the Project Schedule attached hereto. Consultant represents that it is qualified to perform the professional services required by this Agreement and possesses the necessary licenses and permits required to perform said services. Consultant represents that it has no interest and shall not acquire any interest direct or indirect which conflicts, or has the appearance of conflicting, in any manner or degree with the performance of the work and services under this Agreement.

1.4. Compliance with Laws. Consultant agrees that it shall perform the services required by this Agreement in compliance with all applicable Federal and California laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement.

1.5. Non-Discrimination. During the performance of this Agreement, Consultant and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, sex or sexual orientation. Consultant and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

1.6. Non-Exclusive Agreement. Consultant acknowledges that County may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of County. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Covenant Against Contingent Fees. Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the consultant; to solicit or secure this agreement; and that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this agreement. For breach or violation of this warranty, the local agency shall have the right to annul this agreement without liability, 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.

## 2.0 COMPENSATION AND BILLING

2.1. Compensation. For each task or project let under this Agreement Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C", attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant will be compensated on a time and materials basis, based on the hours worked by the Consultant's employees or subcontractors at the hourly rates specified in the Fee Schedule. Fee Schedule rates shall include direct salary costs, employee benefits, and overhead. The rates stated in the Fee Schedule are not adjustable during the term of this Agreement. **Consultant's compensation under this Master Agreement shall in no case exceed One Million Dollars (\$1,000,000) over the Thirty-Six Month (36) term of this agreement.** The County may retain ten percent of all periodic or progress payments

made to the Consultant until completion and acceptance of all work tasks and County shall have right to withhold payment from Consultant for any unsatisfactory service until such time service is performed satisfactorily.

2.2. Reimbursements. In addition to the aforementioned fees, Consultant will be reimbursed for any expenses specifically set forth in a Project Scope of Work. All such reimbursement amounts are limited to those costs and expenses that are reasonable, necessary and actually incurred by the Consultant in connection with the services provided. The County shall not pay a mark up on any item of reimbursement. The County shall not pay for any item of overhead such as telephone, facsimile, postage, etc. All requests for reimbursement shall be accompanied by a copy of the original invoice.

2.3. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in Exhibits A and B and specified in each Project Scope of Work unless the County or the Project Manager for the Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.4. Method of Billing. Consultant may submit invoices to County's Project Manager for approval on a progress basis, but no more often than once each calendar month. Said invoice shall be based on the total of all Consultants' services that have been completed to County's sole satisfaction. County shall pay Consultant's invoice within forty-five (45) days from the date County receives said invoice. Each invoice shall describe in detail, the services performed and the associated percentage of tasks completed. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.5. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to County or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the termination of this Agreement.

### **3.0 TIME OF PERFORMANCE**

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days after County delivers its Notice to Proceed for each separately approved Project. Said services shall be performed in strict compliance with the Project Schedule approved by County as set forth in each Project Scope of Work. Each Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a

party.

#### **4.0 TERM OF CONTRACT AND TERMINATION**

4.1. Term. This Agreement shall commence on **May 13, 2014** and continue for a period of thirty-six months or until all work on each project let during the (36) month period is completed, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. Additionally, the term of this agreement may be extended for an additional twenty-four months by the parties mutual agreement.

4.2. Notice of Termination. The County reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the County.

4.3. Compensation. In the event of termination, County shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of County's written notice of termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the effective date of termination in accordance with the fees set forth in Exhibit "C". In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the County or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the County within ten (10) days of delivery of termination notice to Consultant, at no cost to County. Any use of uncompleted documents without specific written authorization from Consultant shall be at County's sole risk and without liability or legal expense to Consultant.

#### **5.0 INSURANCE REQUIREMENTS**

5.1. Minimum Scope and Limits of Insurance. Consultant, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain, at minimum, compliance with all of the following insurance coverage(s) and requirements. If Consultant normally carries insurance in an amount greater than the minimum amount listed below, that greater amount shall become the minimum required amount of insurance for purposes of this Agreement. The insurance listed below shall have a retroactive date of placement prior to, or coinciding with, the date services are first provided that are governed by the terms of this Agreement:

- (a) Comprehensive general liability, including premises-operations, products/



completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than Two Million Dollars (\$2,000,000), combined single limits, per occurrence and aggregate. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Consultant under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

(b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000), combined single limits, per occurrence and aggregate.

(c) Workers' compensation insurance as required by the State of California.

(d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than Two Million Dollars (\$2,000,000), combined single limit for each occurrence. If Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of Work on this Project and shall maintain such insurance in effect for not less than three years following Final Completion of the Project.

5.2. Endorsements. The Consultant shall obtain a specific endorsement to all required insurance policies, except Professional Liability insurance, naming the County of Stanislaus, its Officers, Directors, Officials, Agents, Employees and Volunteers as additional insureds for at least three years after the completion of the work to be performed under this Agreement, but, to the extent that any insurance issued to Consultant in effect after the expiration of three years provides additional insured coverage to parties Consultant agreed in writing to name as an additional insured, then Consultant shall have the obligation under this contract to obtain such additional insured coverage for the County, under any and all policies Consultant has regarding:

- (a) Liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Consultant, including the insured's general supervision of its subcontractors;
- (b) Ongoing services, products and completed operations of the Consultant;
- (c) Premises owned, occupied or used by the Consultant; and
- (d) Automobiles owned, leased, hired or borrowed by the Consultant.
- (e) For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County, its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Consultant.

5.3. Deductibles: Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Consultant shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Consultant agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related

investigations, claim administration and defense expenses related to or arising out of the Consultant's defense and indemnification obligations as set forth in this Agreement.

5.4. Certificates of Insurance: At least ten (10) days prior to the date the Consultant begins performance of its obligations under this Agreement, Consultant shall furnish County with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Consultant. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

5.5. Non-limiting: Nothing in this Section or the insurance described herein shall be construed as limiting in any way, the indemnification provisions contained in this Agreement, or the liability of Consultant and Consultant's officers, employees, agents, representatives or subcontractors for payments of damages to persons or property.

5.6. Primary Insurance: The Consultant's insurance coverage shall be primary insurance regarding the County of Stanislaus, its Officers, Directors, Officials, Agents, Employees and Volunteers. Any insurance or self-insurance maintained by the County of Stanislaus, its Officers, Directors, Officials, Agents, Employees and Volunteers shall be excess of the Consultant's insurance and shall not contribute with Consultant's insurance. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials and employees. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Any and all insurances cared by it shall be deemed liability coverage for any and all actions it performs in connection with this Contract.

5.7. Cancellation of Insurance: Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days prior written notice has been given to County. The Consultant shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies. Consultant shall maintain such coverage in effect for three years after substantial completion of the project to the extent it is commercially available at reasonable rates.

5.8. California Admitted Insurer: Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide of no less than A-:VII; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance.

5.9. Subcontractors: Consultant shall require that all of its subcontractors are subject

to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.

## **6.0 INDEMNIFICATION**

6.1. Indemnification: To the fullest extent allowed by law, Consultant shall defend, indemnify, and hold harmless the County and its officers, directors, officials, agents, employees, volunteers and representatives (collectively, "Indemnitee") from and against any and all claims, suits, actions, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, (collectively, "losses") which are founded upon, arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the alleged negligence, recklessness, or willful misconduct of Consultant, its officers, agents, employees, volunteers, representatives, contractors and subcontractors, excluding, however, such liabilities caused in part by the sole negligence, active negligence or willful misconduct of the County, its agents, employees, and representatives. These indemnification obligations shall not be limited by any assertion or finding that (1) the person or entity indemnified is liable by reason of non-delegable duty, or (2) the losses were caused in part by the negligence of, breach of contract by, or violation of law by Indemnitee. Nothing in this Agreement, including the provisions of this paragraph, shall constitute a waiver or limitation of any rights which Indemnitee may have under applicable law, including without limitation, the right to implied indemnity.

6.2. Duty to Defend: The duty of Consultant to indemnify and save harmless as set forth herein, shall include both the duty to indemnify and at Consultant's own cost and expense the duty to defend as set forth in Section 2778 of the California Civil Code and as limited in section 2782.8 of the California Civil Code. This duty to defend arises immediately when such claim is made and shall be independent of any finding of negligence and shall arise regardless of any claim or assertion that Indemnitee caused or contributed to the Losses. Consultant shall provide legal counsel acceptable to the County.

6.3. Duty to Cooperate: Each party shall notify the other party within ten (10) days in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement. Specifically, Consultant shall take all steps necessary to assist the County in the defense of any claim brought by a contractor hired to construct the Project regarding any errors, flaws, and/or omissions in the plans or specifications of the Project.

6.4. Patent Rights: Consultant represents that professional services provided by Consultant pursuant to this Agreement does not infringe on any other copyrighted work. Consultant shall defend, indemnify and hold harmless the County from all loss, cost, damage, expense, liability or claims, including attorneys' fees, court costs, litigation expenses and expert consultant or witness fees, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by the County of any articles or services supplied under this agreement.

6.5. The foregoing provisions in this section "Indemnification" shall survive the term

and termination of this Agreement.

## **7.0 GENERAL PROVISIONS**

7.1. Entire Agreement: This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

7.2. Representatives. The Director of the Stanislaus County Department of Public Works, or his designee, shall be the representative of County for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the County, called for by this Agreement, except as otherwise expressly provided in this Agreement. Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

7.3. Project Managers. County shall designate a Project Manager to work directly with Consultant in the performance of this Agreement. Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with County during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by County.

7.4. Designated Personnel: A material covenant of this agreement is that the Consultant shall assign the individuals designated below to perform the functions designated so long as they continue in the employ of the Consultant. The designated individuals shall, so long as their performance continues to be acceptable to County, remain in charge of the services for the Project from beginning through completion of services.

- a. Project Manager: Rob Shackelford, PE, QSD (CE#56916)
- b. Lead/Manager: n/a

7.5. Removal of Personnel or Sub-Consultants: If the County, in its sole discretion at any time during the term of this agreement, desires the removal of any person or sub-consultant assigned by Consultant to perform services, then the Consultant shall remove such person or consultant immediately upon receiving notice from the County.

7.6. Notices: Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

**If to County:**

Chris Brady, PE, Deputy Director  
Stanislaus County Public Works  
1716 Morgan Road  
Modesto, CA 95358

**If to Consultant:**

Rob Shackelford, PE, QSD  
Harris & Associates  
1401 Willow Pass Road, Ste. 500  
Concord, CA 94520

7.7. Attorneys' Fees: In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

7.8. Governing Law: This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Stanislaus County, California.

7.9. Assignment: Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without County's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of County's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

7.10. Independent Contractor: Consultant is and shall be acting at all times as an independent contractor and not as an employee of County. Consultant shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

7.11. Confidentiality: The Consultant agrees to keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

7.12. Ownership of Documents: Any interest, including copyright interests, of Consultant or its contractors or subconsultants in studies, reports, memoranda, computational sheets, drawings, plans or any other documents, including electronic data, prepared in connection with the Services, shall be the property of County. To the extent permitted by law, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works

shall be the property of the County. In the event that it is ever determined that any works created by Consultant or its subconsultants under this Agreement are not works for hire, Consultant hereby assigns to County all copyrights to such works. With the County's prior written approval, Consultant may retain and use copies of such works for reference and as documentation of experience and capabilities.

7.13. Reuse of Design Documents: Should the County desire to reuse the documents specified above and not use the services of the Consultant, then the County agrees to require the new consultant to assume any and all obligations for the reuse of the documents, and the County releases Consultant and its subconsultants from all liability associated with the reuse of such documents.

7.14. Public Records Act Disclosure: Consultant has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, and provided to County may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualifies as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs County of such trade secret. The County will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The County shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

7.15. Responsibility for Errors: Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the County's representative, regarding any services rendered under this Agreement at no additional cost to County. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to County, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of County and to participate in any meeting required with regard to the correction.

7.16. Order of Precedence: In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of the RFP or the Response, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over both the Response and the RFP and the Response shall govern over the RFP.

7.17. Costs: Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

7.18. No Third Party Beneficiary Rights: This Agreement is entered into for the sole benefit of County and Consultant and no other parties are intended to be direct or incidental

beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

7.19. Construction: The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

7.20. Amendments: This Agreement may be amend only by a writing executed by the parties hereto or their respective successors and assigns.

7.21. Waiver: The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

7.22. Severability: If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

7.23. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

7.24. Corporate Authority: The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

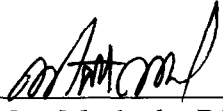
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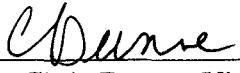
(Signatures on Next Page)

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers:

COUNTY OF STANISLAUS


HARRIS & ASSOCIATES

By:   
Matt Machado, Director  
Department of Public Works

By:   
Chris Dunne, Vice President  
Practice Leader, Construction Management

APPROVED AS TO FORM:

John P. Doering  
County Counsel

By:   
Thomas E. Boze  
Deputy County Counsel



**EXHIBIT A**

**COUNTY'S REQUEST FOR PROPOSAL**

**REQUEST FOR PROPOSALS TO PROVIDE:**

**ON-CALL CONSTRUCTION MANAGEMENT/CONSTRUCTION  
INSPECTION SERVICES FOR FUTURE PROJECTS**



Stanislaus County Department of Public Works

March 2014

Proposals Due By 4:00 PM, Friday, March 28, 2014

TO:  
Stanislaus County Public Works  
Construction Division  
1716 Morgan Road  
Modesto, CA 95358  
*Attention: Chris Brady*

# **ON-CALL CONSTRUCTION MANAGEMENT/CONSTRUCTION INSPECTION SERVICES**

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## **I. INTRODUCTION & BACKGROUND**

This Request for Proposals (RFP) solicits a proposal for consultant services to provide on-call construction management/inspection, and construction contract administration services to augment existing County construction staff as necessary for future State, Federal and locally funded projects.

The proposal with a statement of qualifications submitted in response to this RFP, together with consultant interviews (if necessary), will be used as the basis for selecting a single on-call consultant for future projects. A master agreement, which will have a term of three calendar years will be prepared, signed, and presented to the Board of Supervisors for approval. As future construction management or inspection services are needed, a scope of work will be prepared, a quote received from the consultant, and a purchase order opened for services. A separate purchase order will be opened on a project by project basis. At this time, the number of projects needing construction management services or inspection services has not been determined. It has been estimated that there will be approximately two to three projects per construction season that will need consultant staffing for construction oversight.

Projects will be constructed in accordance with the project plans and specifications prepared for each project, and using County, Caltrans and Federal (FHWA) requirements as necessary.

Typical types of projects may include the following:

- Encroachment permit projects, (utility improvements, private development, etc)
- Roadway widening/reconstruction/maintenance (overlay/chip seal/slurry) projects.
- Bridge Seismic Retrofit projects
- On and off-street bikeway projects.
- Utility work (sewers, storm drainage)
- Traffic signal improvements
- SWPPP Compliance Monitoring/Inspections

Construction costs of typical projects may range from approximately \$50,000 up to \$5,000,000; the typical number of project working days may range from 20 working days (1 month) to 120 working days (6 months).

County projects are constructed with several funding sources including local transportation impact fee funds as well as State (STIP, Prop.1B) and Federal (RSTP, CMAQ) funds. Because the funding type can have implications on the nature of the administration requirements, it is imperative that the consultant is familiar and experienced with State and Federal administrative requirements and procedures.

## **II. PURPOSE OF THE REQUEST FOR PROPOSAL (RFP)**

The Construction Division within Public Works currently manages all aspects of the construction and administration of the Departments improvement projects. Due to current and future project load and staffing levels, the Division foresees the need for supplemental construction

management/administration services for the next three to four construction seasons. The selected consultant would supplement the current Division staff with any combination of the following staff members; Resident Engineer, Construction Inspector, Specialty Inspector (electrical, structural, storm water), and Administrative personnel. The Division expects the consultant staffing to have extensive experience managing/inspecting local agency type projects.

### **CONSULTANT SELECTION SCHEDULE**

1. RFP available to Consultants – March 3, 2014
2. Consultants Submit Proposals – March 28, 2014, no later than 4:00pm
3. Consultant Interviews (if necessary) – week of April 14, 2014
4. Selection Notification – week of April 14 or April 21, 2014
5. Stanislaus County Board of Supervisors Approval of Contract – May 20th

### **III. SCOPE OF SERVICES**

CONSULTANT shall furnish Construction Management personnel to coordinate CONSULTANT operations with the COUNTY. For this RFP, Construction Management personnel may include but not be limited to a Construction Manager/Resident Engineer, Roadway and Bridge inspector/Structures Representative, Assistant Resident Engineer, and Administrator. The Resident Engineer shall be a licensed Civil Engineer in the State of California. The COUNTY may supplement their staff assigned to a given project, with personnel from the CONSULTANT to aid in the overall contract administration and construction management of a project, including but not limited to, construction inspections, storm water compliance, quantity calculations, progress payments, claim avoidance, labor compliance, and public relations.

If the CONSULTANT has a Construction Manager/Resident Engineer assigned to a project, he or she shall be responsible for construction oversight, which includes but is not limited to the overall contract administration and contract compliance, contract change order review, schedule changes, traffic management handling analysis, and may need to assist with public outreach and coordinate with other neighboring construction projects to help avoid significant traffic delays.

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

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

If CONSULTANT personnel are on leave of absence, the CONSULTANT firm shall provide approved, equally qualified replacement personnel until the assigned personnel returns to their assigned project per acceptance of the COUNTY.

The typical workday includes all hours worked by the construction Contractor. The construction Contractor's operations may be restricted to specific hours during the week, which shall become the normal workday for CONSULTANT personnel. The Construction Manager/Resident Engineer, with concurrence from the COUNTY, shall have the authority to increase, decrease, or eliminate CONSULTANT personnel work hours dependent on the schedule and requirements of the construction Contractor.

CONSULTANT personnel shall be knowledgeable of and comply with all applicable local, state, and federal regulations and standards. CONSULTANT personnel shall cooperate and consult with the COUNTY and permitting agencies during the course of the various projects. CONSULTANT personnel shall perform duties as may be required to assure that construction is being performed in accordance with the project plans, specifications & estimates (contract plans and special provisions). CONSULTANT shall keep ALL project files/records/documentation in an organized filing system comparable or equal to the Caltrans filing system requirements.

Services required under the on-call master agreement shall also be performed in accordance with California Department of Transportation guidelines, regulations, policies, procedures, manuals, and standards except as noted in the special provisions. The County's projects are typically designed and constructed in accordance to the County Standard Specifications and Standard Plans along with the State of California Department of Transportation Standard Plans and Specifications dated 2010.

It is not anticipated that the on-call consulting firm will need any sub-consultants to assist in project administration or inspection of the types of projects described in this RFP. At the current time, County staff is administering these types of projects with one staff member. The County already has two materials testing labs/firms on master agreements for any required materials quality assurance services on the projects. On standard County projects, survey staking is typically included as a bid item for the contractor to perform or is completed using the County's survey staff or on-call survey consultant, and storm water pollution prevention inspections and enforcement will be expected to be performed by the on-call construction management consultant. The consultant team would only be expected to perform inspections/enforcements on SWPPP measures in the field. No environmental services would be required, only enforcement of any required environmental mitigation measures specified in the contract documents.

To fully comply with Federal and State requirements as they relate to consultant contracts that will be eligible for reimbursement with Federal or State dollars, this RFP includes DBE requirements (in Appendix A) that will be enforced *if* there ever comes a need for the prime on-call consultant to hire a sub-consultant to assist in a project. In this case, the on-call consultant would have to complete the necessary DBE exhibits and illustrate that they met the DBE goal. Therefore, on a project by project basis, the consultant will be told whether there are Federal or State dollars on the project and if there will be a DBE goal on that project.

#### **IV. DUTIES AND RESPONSIBILITIES**

##### **Task 1 – Preconstruction Services**

The Consultant Preconstruction Services could include but not be limited to the following activities. Review plans and specifications and provide a list of items to the County Project Manager on potential conflicts, constructability issues, value-engineering opportunities and consistency between the plans, specifications and estimates.

- 1.1 Assist in evaluation of bids received.
- 1.2 Review contract plans, specifications, permits and agreements.
- 1.3 Review Resident Engineer files. Resident Engineer's files consist of design engineer memos to Resident Engineers, applicable correspondences, land or easement acquisition agreements, utility agreements, and technical reports and studies.
- 1.4 Review the project schedule which includes all preconstruction and utility relocations by others, and notification timelines noted on all permits, agreements, and contract documents. Upon receipt of contractor's schedule, evaluate and confer with the County Project Manager regarding workability of the schedule or suggest changes that may improve the schedule.
- 1.5 Attend Project Development Team meetings to discuss design features. The intent of this type of meeting is to participate during the design phase (preconstruction phase), meet key staff, and review contract administration procedures.
- 1.6 Schedule, coordinate, and run a preconstruction meeting with the Contractor and County.

##### **Task 2 - Construction Management Services During Construction**

This task could include but not be limited to construction oversight, project observation/inspection during construction. Consultant management services shall be in accordance with the Caltrans Construction Manuals. Services include the following:

- 2.0 Mobilization
  - Coordinate with contractor for proper set up and organization of a field office (if applicable on a larger project). Office space for the construction management team will be provided by the contractor. On smaller projects, no construction trailer/mobile office would be provided for the construction management team.
- 2.1 Project Coordination and Correspondence
  - Coordinate and assist as necessary with contractors, surveyors, material testers, the design engineer, other agencies, utility companies, and other parties.
  - Maintain close contact with the County Project Manager, County onsite Resident Engineer and Design Engineering firm on all correspondence.

- Review all County and/or Consultant Resident Engineer and Contractor correspondence as necessary. Coordinate with applicable parties, as required, to assist in developing responses as necessary.
- Schedule, Coordinate, and Attend weekly, or as necessary, construction contract coordination meetings with the Contractor.
- Perform labor compliance reviews and correspond with contractor with any outstanding issues.

## 2.2 Schedule Management, Progress Meetings, and Reports

- Review planned schedule for conformance with the specifications and for reasonableness of the sequence and duration of the activities. Track contract working days and utilize Weekly Statement of Working days to track progress.
- Review work progress as compared to the planned schedule and inform the County Project Manager and advise the County upon request of schedule slippage. Analyze schedule to determine impact of weather and change orders. Obtain from Resident Engineer updates of construction schedule incorporating actual progress, weather delays, and change order impacts. Resident Engineer to analyze negotiated time extensions due to change orders and other delays, report to the County Project Manager.
- Prepare and submit a monthly progress report to the County Project Manager describing key issues, cost status, and schedule status.

## 2.3 Payment Recommendations

- Review Contractor's initial schedule of values for reasonableness and ease of monitoring.
- Review quantities submitted with monthly progress payment requests, analyze differences over amount.
- Prepare and submit monthly progress payment spreadsheet to the County Project Manager for payment processing.

## 2.4 Requests for Information (RFI) and Material Submittals

- Review and monitor all Requests for Information (RFI) from Contractor.
- Review, respond, and/or track responses to RFI related to construction issues.
- Relay design-related RFI to Design Engineer. Process response to contractor in a timely manner.
- Attend meetings with the County Resident Engineer, Contractor and other parties, as needed, to discuss and resolve any outstanding RFIs.



- Collect, log, review, distribute, track, and respond to all material submittals submitted by the contractor.

## 2.5 Contract Change Orders (CCOs)

- Review/analyze/prepare ALL change orders related to construction issues based on drawings, specifications, and other design information from Engineer firm.
- Perform change order analysis, including reviewing: logs of proposed change orders, change order quotations from Contractor, negotiated change order costs, time extensions, processing final negotiated change orders, and effect of approved change orders in progress payment breakdowns. Complete and/or gather Extra Daily Work Reports on a daily basis for force account change order work.
- Prepare CCOs and recommendations to accompany change order documents and forward to the County Project Manager for review and approval.

## 2.6 Construction Observation/Inspection Services

- Provide day-to-day on-the-job observation/inspection of all construction work on the project. Consultant inspectors shall make reasonable efforts to guard the County against defects and deficiencies in the work of the Contractor and to ensure provisions of the contract documents are being fulfilled; prepare daily inspection reports documenting observed construction activities; take progress photographs and bind and label them; review contractor record drawing markups; punch lists; coordinate with the County Resident Engineer for final inspection; and assist with all other matters relating to construction of the project.
- Prepare monthly progress payment recommendations by making measurements of bid items on the project cost breakdown, checking the percent complete in the field, and assisting with Contractor meetings to resolve any differences in percent complete. Quantity calculation sheets shall be prepared for each bid item to be paid on any given progress payment.

## 2.7 Labor Compliance

- The expectation would be that for any project that would be administered entirely with consultant staff, the consultant would collect and perform periodic spot checks of the certified payrolls to ensure contractor compliance with Federal or State prevailing wage rate requirements. For a project that the County may only need to have an inspector supplement a County Resident Engineer, then the County staff would handle the labor compliance enforcement.
- In some instances, the labor compliance portion of a project may be handled utilizing the Department of Industrial Relations, Compliance Monitoring Unit (CMU). In these instances, the County would submit the electronic PWC 100 form and the contractor would be required to submit all certified payrolls, fringe benefit statements, statements of non-performance electronically to the CMU. It would be the Consultants responsibility to perform periodic checks to make sure the contractor is indeed posting their certified payroll documents electronically to the CMU.

## 2.8 Claims Management

- Review additional compensation claims that are submitted during the construction period.
- Provide claim administration, including coordinating and monitoring claims response preparation, logging claims, and tracking claims status. Prepare any necessary documentation for use in dispute resolution hearings.

## 2.9 Record Drawings

- Confirm on a monthly basis that the Contractor is maintaining up-to-date marked up prints of construction drawings and documents showing all field changes and as-built conditions. Maintain the same drawings and documents in the construction field office, before turning over all record drawings to the County.

### Task 3 - Post Construction Services (Close Out)

The post construction services task includes project closeout after issuance of substantial completion for the construction Contractor. This task will review punch lists items of remaining work, resolve outstanding contract change orders, global settlements, dispute resolution, and arbitration meetings. The design consultant will provide project changes to original design mylars. Review and processing of the final payment and retention release payment.

## **V. PROPOSAL REQUIREMENTS**

### 1. Introduction

The proposal shall be submitted in the following format and contain no more than the maximum number of pages indicated.

- |                             |          |
|-----------------------------|----------|
| • Introductory Letter       | 2 pages  |
| • Sections 1-3 Text         | 30 pages |
| • Figures and Illustrations | 10 pages |
| • Appendix                  | No limit |

Note: The 42 pages for Text, Figures, and Illustrations may be presented in any format which suits the consultant. The intent to limit pages is necessary due to reviewer time constraints. The Appendix shall include resumes of key personnel, overall firm brochures, and other information the consultant wishes to submit. Items included in the Appendix will only be evaluated as part of the overall submittal. Figures and illustrations should include items such as organization charts or sample team structures for the types of projects outlined in the Introduction.

Submit three (3) copies of the proposal.

## 2. Introductory Letter

The introductory letter should be addressed to: **Chris Brady, P.E.**  
**Stanislaus County Public Works**  
**1716 Morgan Road**  
**Modesto, CA 95358**

Indicate the name of the firm submitting proposal, its mailing address, telephone and fax number, and the name of an individual to contact if further information is desired. This letter should also contain an expression of the consultant's interest in the work, a statement regarding the qualifications of the consultant to do the work, and any summary information on the project team or the consultant that may be useful or informative to the County.

The consultant should indicate his/her acceptability of the terms and conditions of the standard Professional Design Services Master Agreement and Addendum to Master Agreement contained in Appendix B. No changes to the Master agreement will be considered. The Addendum to the Master Agreement addresses Federal contractual requirements between the County and consultant that have to be in place to assure federal funding reimbursement eligibility.

The consultant shall indicate their local experience and address of local offices, if any. Local participation is encouraged and observed as part of this RFP, but the ultimate decision to award is the County's discretion.

## 3. Section 1 - Work Plan

The work plan will ultimately become part of the on-call master agreement by reference to the proposal. It should describe in a specific and straightforward manner both the consultant's understanding of both the RFP and the purpose and need of the on-call services. It should also describe the proposed approach to achieving the objectives and accomplishing the tasks described in this RFP. It should be concise, yet include sufficient detail to completely describe the planned approach to fulfilling the on-call staffing needs of the County's Construction Division for the various types of projects the consultant may work on, as listed in the RFP.

The plan should include the proposed responsibilities of each team member or staffing level for the various tasks required for the various types of projects.

## 4. Section 2 - Specialized Experience

Indicate experience gained from recent work or past work most similar to the proposed projects. Emphasize experience that will be applied to the proposed work and the firm's record of performance and ability to complete the project within budget and schedule. Describe qualifications and availability of any other professional, technical, and administrative resources that will be used to perform the work.

## 5. Section 3 - Project Team

Describe or list out specific staff members of the consultant firm that would most likely be

utilized to fulfill the on-call construction management needs of the County. Please emphasize or demonstrate the specialized experience and skills of specific individuals that would make them the best candidates to augment or supplement County Construction Division staffing for the types of projects discussed in this RFP. Consultant personnel who are selected to be used on any given project must be committed for the duration of that project. Any substitutions or changes to the project team must be brought to the attention of the County and approved.

#### 6. Section 4 - References

Provide at least three (3) references who can comment on the past performance of the firm(s) and key staff on projects comparable to the proposed work completed within the last five years. Please include brief descriptions, contact names, and telephone numbers for any related projects that you wish to use as references.

#### 7. Section 5 - Estimated Billing Rates

Please provide an estimate of billing rates for staff at the various levels which may perform work on the County projects. If at any point during the three year term of the master agreement, your firm's billing rates will be increasing, those increases shall be clearly outlined in the fee schedule provided in the Estimated Billing Rates section of the proposal. If no increases are shown, there will be no increases allowed on the billing rates at any classification. Invoices submitted throughout the term of the master agreement will be paid at the proposed billing rates provided in the proposal.

### **VI. PROPOSAL EVALUATION/CONSULTANT SELECTION**

The overall evaluation and selection will be based on the following:

1. **Work Plan** includes understanding of the Scope of Work, needs of the County, the proposed approach, methods, and tasks, and any unique/creative approaches to complete the services.
2. **Experience and Capabilities** includes the firm's specialized experience most closely relating to the nature and type of projects and services described and requested earlier in this document and evidence of ability to complete the work within schedule and budget.
3. **Team Members** include the specialized experience of key personnel related most closely to the types of projects the County intends on delivering under this on-call agreement. (construction managers/resident engineers, construction inspectors)
4. **Overall Proposal Quality and References** includes general responsiveness, clarity of presentation, and comments received from references.

If deemed necessary, the consultant selection for the interview process will be based on information provided in the proposal and references. The top two proposals may be invited for consultant interviews.

## **VII. PAYMENT AND BILLING INFORMATION**

Prevailing Wages: All services performed under the agreement will be subject to payment of the applicable prevailing wage to the field personnel performing the inspections. Prevailing wage rates may not apply to office engineers or administrative staff.

Work on the Job Site must comply with Labor Code 1727 and 1770-1815 and 8 CA Code of regulations 16000 et seq.

The general prevailing wage rates determined by the Director of Industrial relations, for the County in which the work is to be done, are available at the County of Stanislaus Department of Public Works, Engineering Division, 1716 Morgan Road, Modesto, CA 95358 and the Division of Labor Statistics and Research web page located at <http://www.dir.ca.gov/DLSR/PWD/index.htm>.

The Consultant shall post a copy of the prevailing wage rates so they are readily accessible by all employees.

The Consultant and all Sub-consultants shall comply with the provisions of Section 1776 of the California labor Code, regarding payroll records. Compliance with said Section 1776 shall be the Consultants responsibility. The Consultant shall also comply with the provisions of labor Code Section 1775.

The Consultant may pay compensation to workers in excess of the prevailing wage rate as determined above; however, such payments shall not be the basis for any claim for additional compensation to the Consultant by the County.

The submittal of certified payroll records from the Consultant will be required. The payroll records shall be on a form and at a frequency as required by the County Public Works Director and the State Labor Code. Depending on project funding source, payrolls may have to be submitted directly to the Department of Industrial Relations. Failure to provide the records when requested will result in the applicable penalties being levied to effectuate strict compliance.

Invoicing & Payment: The Consultant shall submit detailed invoices to the County Project Manager/Inspector on a monthly basis. Billings shall include a spreadsheet style listing showing project name, work or task performed, date performed, personnel or inspectors/managers/administrators performing said work.

Please submit the following with the proposal:

- Estimate of hourly fee schedule for personnel
- Estimate of direct costs by item
- Estimate of indirect costs by item
- Markup on other direct costs, including sub-consultants

The estimated hourly fee schedule should also reflect any anticipated increases in billing rates for the term of the on-call master agreement.

The cost information does not constitute a bid. A detailed review of the merits of the proposal will be completed before the cost information is reviewed.

**VIII. COUNTY CONTACT**

The contract management for this RFP will be handled by Chris Brady. He may be contacted for additional information at (209) 525-4151 or [bradyc@stancounty.com](mailto:bradyc@stancounty.com).

**APPENDIX A**

DBE Exhibits (10-I, 10-J, 10-O1, 10-O2)

## **EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION**

**Only to be used when there is Federal Participation, in part or as a whole on a Project, has been determined by the County.**

The Consultant will be required to follow all Federal regulation regarding the inclusion of DBEs as part of their Proposal submittal, if the County has set a DBE Goal for that particular Project. At that time, the Consultant will be required to meet no less than the set Goal, or provide Good faith Effort documentation for their efforts. In addition to this Exhibit 10-I, the consultant shall comply with Caltrans' Exhibits 10-J, 10-O1 and 10-O2, herewith included, and any other requirements as defined under this Notice to Proposers DBE Information.

The Agency has established a DBE goal for this Agreement of \_\_\_\_\_ %

### **1. TERMS AS USED IN THIS DOCUMENT**

- The Term "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR).
- The term "Agreement" also means "Contract".
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term "Small Businesses" or "SB" is as defined in 49 CFR 26.65.

### **2. AUTHORITY AND RESPONSIBILITY**

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds (see 49 CFR 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"). The Consultant (Contractor) should ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs



### **3. SUBMISSION OF DBE INFORMATION**

If there is a DBE goal on the contract, a “Local Agency Proposer DBE Commitment (Consultant Contract)” (Exhibit 10-O1) form shall be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards the contract goal, and all DBE participation shall be collected and reported.

A “Local Agency Proposer DBE Information (Consultant Contract)” (Exhibit 10-O2) form shall be included with the Request for Proposal. The purpose of the form is to collect data required under 49 CFR 26. This form collects all DBE participation. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

### **4. DBE PARTICIPATION GENERAL INFORMATION**

It is the proposer’s responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department’s DBE program development pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime consultant, sub-consultant (contractor, subcontractor), joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
  1. The proposer is a DBE and will meet the goal by performing work with its own forces.
  2. The proposer will meet the goal through work performed by DBE subcontractors, suppliers or trucking companies.
  3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.

- E. A DBE must perform a commercially useful function pursuant to 40 CFE 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one sub-consultant (subcontractor) for each portion of work as defined in their proposal and all DBE subcontractors should be listed in the bid/cost proposal list of subcontractors.
- G. A prime contractor who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subcontractors.

## 5. RESOURCES

- A. The CUCP database includes the certified DBE's from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program website at: <http://www.dot.ca.gov/hq/bep/>.
  - Click on the link in the left menu titled *Disadvantaged Business Enterprise*
  - Click on the *Search for a DBE Firm* link
  - Click on the Access to the DBE Query Form located on the first line in the center of the page.
  - Searches can be performed by one or more criteria
  - Follow instructions on the screen
- C. How to Obtain a List of Certified DBEs without Internet Access:

DBE Directory – If you do not have Internet access, Caltrans also publishes a directory of certified DBE firms extracted from the online database. A copy of the directory of certified DBEs may be ordered from the Caltrans Publications Unit at (916) 263-0822, 1900 Royal Oaks Drive, Sacramento, CA 95815-3800.

**6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS:**

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or the equipment required under the Agreement and of the general character described by the specifications.
  
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

**EXHIBIT 10-J STANDARD AGREEMENT FOR SUBCONTRACTOR  
(SUBCONSULTANTS)/DBE PARTICIPATION**

**1. Subcontractors**

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the Agency and any subcontractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the Agency for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of person directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the Agency's obligation to make payments to the Contractor.
- B. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.
- C. Contractor shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to the Contractor by the Agency.
- D. Any substitution of subcontractors must be approved in writing by the Agency's Contract Manager in advance of assigning work to a substitute subcontractor.

**2. Disadvantaged Business Enterprise (DBE) Participation**

- A. This Agreement is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged business Enterprises in Department of Transportation Financial Assistance Programs." Proposers who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. If the contract has a DBE goal, the Consultant must meet the DBE goal by committing DBE participation or document a good faith effort to meet the goal. If a DBE subconsultant is unable to perform, the Consultant must make a good faith effort to replace him/her with another DBE consultant, if the goal is not otherwise met.
- C. DBEs and other small businesses, as defined in 49 CFR Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The Consultant or subconsultant shall not discriminate on the bases of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by the Consultant to carry out these requirements is a

material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the local agency deems appropriate.

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

### **3. Performance of DBE Consultant and other DBE Subconsultants/Suppliers**

- A. A DBE performs a commercially useful function when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing; and other relevant factors.
- B. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- C. If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

### **4. Prompt Payment of Funds Withheld to Subcontractors**

- A. The Agency shall hold retainage from the prime consultant and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime consultant, or subconsultant, shall return all monies withheld in retention from a subconsultant within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49 CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative,

or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subconsultant performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime consultant and subconsultants.

- B.** Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

## **5. DBE Records**

- A.** The Consultant shall maintain records of materials purchased and/or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each ADBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- B.** Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subcontractors," CEM-2402F (Exhibit 17-F, Chapter 17, of the LAPM), certified correct by the Consultant or the Consultant's authorized representative and shall be furnished to the Contract Manager with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in 25% of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Consultant when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First Tier Subcontractors" is submitted to the Contract Manager.

## **5. DBE Certification and Decertification Status**

If a DBE subconsultant is decertified during the life of the Agreement, the decertified subconsultant shall notify the Consultant in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Agreement, the subconsultant shall notify the Consultant in writing with the date of certification. Any changes should be reported to the Agency's Contract Manager within 30 days.

**EXHIBIT 10-01: LOCAL AGENCY CONSULTANT DBE COMMITMENT**

(Inclusive of all DBEs at time of proposal)

NOTE: Please refer to instructions on the reverse side of this form.

<b>Consultant to Complete this Section</b>			
1. Local Agency Name: _____			
2. Project Location: _____			
3. Project Description: _____			
4. Consultant Name: _____			
5. Contract DBE Goal %: _____			
<b>DBE Commitment Information</b>			
6. Description of Services to be Provided	7. DBE Firm Contact Information	8. DBE Cert. Number	9. DBE %
<b>Local Agency to Complete this Section</b>			10. Total % Claimed  _____ %
16. Local Agency Contract Number: _____			
17. Federal-aid Project Number: _____			
18. Proposed Contract Execution Date: _____			
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:			11. Preparer's Signature _____
			12. Preparer's Name (Print) _____
19. Local Agency Representative Name (Print) _____			13. Preparer's Title _____
20. Local Agency Representative Signature _____		21. Date _____	14. Date _____
22. Local Agency Representative Title _____		23. (Area Code) Tel. No. _____	15. (Area Code) Tel. No. _____

**Distribution:** (1) Original – Submit with Award Package  
(2) Copy – Local Agency files

## INSTRUCTIONS - LOCAL AGENCY CONSULTANT DBE COMMITMENT

### Consultant Section

*The Consultant shall:*

1. **Local Agency Name** – Enter the name of the local or regional agency that is funding the contract.
2. **Project Location** - Enter the project location as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc)..
4. **Consultant Name** - Enter the consultant's firm name.
5. **Contract DBE Goal %** - Enter the contract DBE goal percentage, as it was reported on the Exhibit 10-I form. See LAPM Chapter 10.
6. **Description of Services to be Provided** - Enter item of work description of services to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
7. **DBE Firm Contact Information** - Enter the name and telephone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and telephone number, if the prime is a DBE.
8. **DBE Cert. Number** - Enter the DBEs Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontracted consultants should notify the prime consultant in writing with the date of the decertification if their status should change during the course of the contract.)
9. **DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
10. **Total % Claimed** – Enter the total participation claimed. If the Total % Claimed is less than item "6. Contract DBE Goal", a Good Faith Effort (GFE) is required.
11. **Preparer's Signature** – The person completing this section of the form for the consultant's firm must sign their name.
12. **Preparer's Name (Print)** – Clearly enter the name of the person signing this section of the form for the consultant.
13. **Preparer's Title** - Enter the position/title of the person signing this section of the form for the consultant.
14. **Date** - Enter the date this section of the form is signed by the preparer.
15. **(Area Code) Tel. No.** - Enter the area code and telephone number of the person signing this section of the form for the consultant.

### Local Agency Section:

*The Local Agency representative shall:*

16. **Local Agency Contract Number** - Enter the Local Agency Contract Number.
17. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
18. **Contract Execution Date** - Enter the date the contract was executed and Notice to Proceed issued. See LAPM Chapter 10, page 23.
19. **Local Agency Representative Name (Print)** - Clearly enter the name of the person completing this section.
20. **Local Agency Representative Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
21. **Date** - Enter the date the Local Agency Representative signs the form.
22. **Local Agency Representative Title** - Enter the position/title of the person signing this section of the form.
23. **(Area Code) Tel. No.** - Enter the area code and telephone number of the Local Agency representative signing this section of the form.



**EXHIBIT 10-02: LOCAL AGENCY CONSULTANT DBE INFORMATION**

(Inclusive of all DBEs listed at bid proposal)

NOTE: Please refer to instructions on the reverse side of this form.

<b>Consultant to Complete this Section</b>			
1. Local Agency Name: _____			
2. Project Location: _____			
3. Project Description: _____			
4. Total Contract Award Amount: \$ _____			
5. Consultant Name: _____			
6. Contract DBE Goal %: _____			
7. Total Dollar Amount for <u>all</u> Subcontractors: \$ _____			
8. Total Number of <u>all</u> Subcontractors: _____			
<b>Award DBE Information</b>			
9. Description of Services to be Provided	10. DBE Firm Contact Information	11. DBE Cert. Number	12. DBE Dollar Amount
<b>Local Agency to Complete this Section</b>			13. Total Dollars Claimed
20. Local Agency Contract Number: _____			\$ _____
21. Federal-aid Project Number: _____			14. Total % Claimed _____ %
22. Contract Execution Date: _____			
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:			15. Preparer's Signature _____
23. Local Agency Representative Name (Print) _____			
24. Local Agency Representative Signature _____		25. Date _____	
26. Local Agency Representative Title _____		27. (Area Code) Tel. No. _____	
<b>Caltrans to Complete this Section</b>			16. Preparer's Name (Print)
Caltrans District Local Assistance Engineer (DLAE) certifies that this form has been reviewed for completeness:			17. Preparer's Title _____
28. DLAE Name (Print) _____		29. DLAE Signature _____	18. Date _____
		30. Date _____	19. (Area Code) Tel. No. _____

**Distribution:** (1) Copy – Email a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract award. Failure to send a copy to the DLAE within 30 days of contract award may result in delay of payment.  
 (2) Copy – Include in award package sent to Caltrans DLAE (3) Original – Local agency files

## INSTRUCTIONS - LOCAL AGENCY CONSULTANT DBE INFORMATION

### Consultant Section

*The Consultant shall:*

1. **Local Agency Name** – Enter the name of the local or regional agency that is funding the contract.
2. **Project Location** - Enter the project location as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
4. **Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
5. **Consultant Name** - Enter the consultant's firm name.
6. **Contract DBE Goal %** - Enter the contract DBE goal percentage, as it was reported on the Exhibit 10-I form. See LAPM Chapter 10.
7. **Total Dollar Amount for all Subcontractors** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBE's + all Non-DBE's). Do **not** include the prime consultant information in this count.
8. **Total number of all subcontractors** – Enter the total number of all subcontracted consultants. SUM = (DBE's + all Non-DBE's). Do **not** include the prime consultant information in this count.
9. **Description of Services to be Provided** - Enter item of work description of services to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
10. **DBE Firm Contact Information** - Enter the name and telephone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and telephone number, if the prime is a DBE.
11. **DBE Cert. Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontracted consultants should notify the prime consultant in writing with the date of the decertification if their status should change during the course of the contract.)
12. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE, and include DBEs that are not identified as subcontractors on the Exhibit 10-O1 form. See LAPM Chapter 9 for how to count full/partial participation.
13. **Total Dollars Claimed** – Enter the total dollar amounts for columns 12 and 13.
14. **Total % Claimed** – Enter the total participation claimed for columns 12 and 13. SUM = (item "14. Total Participation Dollars Claimed" divided by item "4. Total Contract Award Amount"). If the Total % Claimed is less than item "6. Contract DBE Goal", a Good Faith Effort (GFE) is required.
15. **Preparer's Signature** – The person completing this section of the form for the consultant's firm must sign their name.
16. **Preparer's Name (Print)** – Clearly enter the name of the person signing this section of the form for the consultant.
17. **Preparer's Title** - Enter the position/title of the person signing this section of the form for the consultant.
18. **Date** - Enter the date this section of the form is signed by the preparer.
19. **(Area Code) Tel. No.** - Enter the area code and telephone number of the person signing this section of the form for the consultant.

### Local Agency Section:

*The Local Agency representative shall:*

20. **Local Agency Contract Number** - Enter the Local Agency Contract Number.
21. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
22. **Contract Execution Date** - Enter the date the contract was executed and Notice to Proceed issued. See LAPM Chapter 10, page 23.
23. **Local Agency Representative Name (Print)** - Clearly enter the name of the person completing this section.
24. **Local Agency Representative Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
25. **Date** - Enter the date the Local Agency Representative signs the form.
26. **Local Agency Representative Title** - Enter the position/title of the person signing this section of the form.
27. **(Area Code) Tel. No.** - Enter the area code and telephone number of the Local Agency representative signing this section of the form.

### Caltrans Section:

*Caltrans District Local Assistance Engineer (DLAE) shall:*

28. **DLAE Name (Print)** – Clearly enter the name of the DLAE.
29. **DLAE Signature** – DLAE must sign this section of the form to certify that it has been reviewed for completeness.
30. **Date** - Enter the date that the DLAE signs this section the form.

## **APPENDIX B**

Sample Professional Design Services Master Agreement with Addendum to Master Agreement

(Download separately from Modesto Reprographics website)

**EXHIBIT B**

**CONSULTANT'S RESPONSE**



# Appendix A: Scope of Work

## Typical Scope of Work

We will tailor the following scope of work to fit the needs of the County's individual projects.

### 1.1 Assist in Evaluation of Bids Received

**Purpose:** Assist the County in determining the lowest responsive, responsible bidder.

**Approach:** After bids have been opened, Harris will check all bids for mathematical accuracy, and correct errors in accordance with instructions contained in the bid documents. All bids will be reviewed for required bidders bond, list of subcontractors, DBE participation, signatures, and other items to be submitted with the bid. Harris will prepare a tabular listing of bidders from lowest to highest, and prepare documentation for the County recommending award to the lowest responsive, responsible bidder.

**Assumptions:**

- The bid documents are complete, and adequate for their intended purpose.
- The bidders are responsible for the accuracy of their bids.
- The County is responsible to assure adequate funding prior to bid award.

**Deliverables:**

- Tabular list of bidders, listed in order from lowest to highest.
- Documentation in the County's format recommending award to the lowest bidder.

### 1.2 Review Contract Plans, Specifications, Permits, and Agreements

**Purpose:** Identify potential areas within the contract documents that may require clarification prior to bid, recognizing that there are potential benefits to the County to resolve potential cost or schedule issues prior to the acceptance of bids.

**Approach:** Harris will review contract documents for biddability and constructability. Our evaluation will

include reviewing plans and specifications for problem areas that could lead to delays, disputes, and change orders during construction. We will also review plans and specifications for problems that could arise during the bid process.

**Assumptions:**

- Harris will not be responsible for errors or omissions that are not noted in its review of the plans and specifications.
- County and/or designer will determine which biddability/constructability comments, if any, are addressed prior to accepting bids.
- Harris is responsible for bringing discrepancies within the contract documents to the attention of the County but not to decide what information is correct.
- The decision to determine what information is correct is the prerogative of the designer and County.

**Deliverables:**

- Biddability/constructability comments.
- Review report.

### 1.3 Review Resident Engineers' Files

**Purpose:** Review the RE's complete project files. The files may contain memos from the design team and/or technical reports or studies.

**Approach:** Harris' RE or construction manager will obtain all of the County's RE's project files. Harris' RE will develop a spreadsheet that will outline the design memos for consistency and review of design intent and organization of the reports and studies. The spreadsheet will identify all items that need to be tracked, checked and/or monitored that were indicated in the reports or studies.

**Assumptions:**

- The County will make all the resident engineers' files available to Harris personnel.

**Deliverables:**

- Spreadsheet identifying all pertinent project data requiring follow-up action.

- Completed spreadsheet, including completed action items and all appropriate back-up.

## 1.4 Review Project Schedule

Purpose: Review the project schedule which includes pre-construction and utility relocations by others including notification timelines on all permits and agreements. Review will also be conducted upon receipt of the contractor's schedule and after approval of baseline schedule to ensure the project is not being delayed for reasons in the control of the contractor.

Approach: Harris will develop procedures using available software; review the project schedule for logic (logic ties), duration, accuracy of permit and/or agreements requirements, and utility relocations. We will apply these procedures to review the contractor's schedule for logic (logic ties), duration, and resource changes in the contractors' monthly updates. We will notify the contractor of changes and document responses. We will work with the County project manager to recommend schedule improvements. Harris will keep the County apprised of the construction schedule and changes found in the updates.

Assumptions:

- Contract specifications will require contractors to use Critical Path Method (CPM) for scheduling work. The preferred scheduling software is P3 or P6. Gant charts will be strictly forbidden.
- Schedule status reports will be a part of the monthly status report only.

Deliverables:

- Schedule status reports each month.

## 1.5 Attend Project Development Team Meetings

Purpose: Attendance of project development team meetings during design phases and/or pre-construction phase to begin introductions of key County staff and review of contract administrative procedures.

Approach: Harris will participate in project development team meetings to begin project participation. Harris' participation will establish intimate relationships and understandings for each specific project.

Assumptions:

- Harris will have been able to review project specific data prior to our attendance of the project development team meetings.

Deliverables:

- Meeting notes and/or minutes as directed by County staff.

## 1.6 Review material related to dispute resolution

Purpose: Assist the County by preparing for and assisting/attending dispute resolution meeting(s) when the County deems it necessary.

Approach: Harris will assist the County in developing a resolution to a dispute with contractor's methodologies, polices, and/or procedures.

Assumptions:

- Harris' construction manager will attend the meetings.
- Harris will attend meetings as stipulated by the County.
- Harris will begin work when notified by the County.

Deliverables:

- Recommendations for next steps toward resolving the area(s) of dispute.

## 1.7 Schedule, Coordinate, Host Pre-construction Meeting with the Contractor and County

Purpose: Provide a forum for all essential project participants to meet prior to the start of work. This meeting will outline the County's contract administration, introduce attendees, and record all comments and questions submitted by the contractor(s). This meeting will also provide an understanding of the procedures to be used on the project(s) and County and consultant expectations of the contractor.

Approach: Harris will schedule, prepare agenda, chair and take minutes of the pre-construction meeting. We will outline project specifics, and inform contractor of project administration procedures. We will invite all affected regulatory agencies, utilities, fire departments, police departments, and others to attend the meeting.

Assumptions:

- County will provide the meeting venue.
- County will assist Harris in developing the attendee list.
- Harris will prepare a draft agenda for County approval prior to the meeting.

Deliverables:

- Written agendas and minutes of pre-construction conferences.
- Forward electronic copies of pre-construction meeting minutes to the design engineer and attendees.

## 2.0 Mobilization

Purpose:

**Larger Projects** – Coordination with the contractor for field office space.

**Smaller Projects** – Coordination with the County to comprehend the space needed in order to administer the project.

Approach:

**Larger Projects** – Harris will work with the contractor to establish the proper arrangement of the field office space and/or equipment as required by the contract specifications.

**Smaller Projects** – Harris will discuss the appropriate approach with the County to administer the project and office space that may be needed, if any.

Assumptions:

- **Larger Projects** – The contract specifications will list and require the contractor to provide field office space with the appropriate furniture and equipment.
- **Smaller Projects** – Harris and the County will discuss the needs of office space for these project types.

Deliverables:

- **Large Projects** – Contractor-supplied furnished field office space with appropriate equipment.
- **Smaller Projects** – Coordination with County Staff.

## 2.1 Project Coordination and Correspondence

### 2.1.1 Coordinate with all Project Team Members

Purpose: Coordinate and assist with contractors, surveyors, material testing firms, design engineer, other agencies, utility companies, and other parties that are involved with and/or affected by the projects.

Approach: Harris will coordinate with all necessary parties that are involved in each project. All coordination issues will be tracked, developed, implemented and documented through the “issue log,” “Requests for Survey/Layout,” “Request for testing,” and the RFI process through the design engineer. Coordination between other agencies and utility companies will be via documented phone calls, coordination meetings on- and off-site, followed by written correspondence. Coordination with other parties may be separate independent meetings, other documented phone calls, and/or written communication.

Assumptions:

- County will attend and assist with coordination meetings.

Deliverables:

- Copies of all correspondence. Original written correspondence will remain with Harris until project close-out, at which time all originals will be forwarded to the County.

### 2.1.2 Communication and Correspondence

Purpose: Provide effective written and oral communications on behalf of the County to the contractor and other stakeholders in the administration of the contract.

Approach: At the pre-construction conference, Harris will obtain all pertinent information from the attendees to develop a project directory of all key personnel working on the projects. We will develop a flow chart depicting how correspondence is to be handled once received from the contractor or other stakeholders. We will log all information received from contractor and others in Contract Manager (or other software acceptable to the County), and in separate project files for action and distribution. We will then prepare appropriate responses and obtain County approval when required. All original correspondence will remain within the project files; only copies will be distributed, except for shop drawing submittals. The project team can have remote access to the correspondence and/or documentation at any time.

Assumptions:

- Harris, in coordination with the County, will develop the appropriate file index to be used for all correspondence received from the County, contractor, design team and others.



Deliverables:

- Logs of information received from the County, the contractor or others relating to the project.

### 2.1.3 Weekly Coordination Meetings

Purpose: Conduct weekly meetings with the contractor to discuss schedules; and status of RFQs, submittals, issues log, old and new business concerning the project, and any other business that is a concern of any party attending the meeting. These weekly meeting will keep everyone informed as to the status of the project and allow for discussions of issues that may influence project completion.

Approach: Harris will conduct weekly meetings with the contractor and the County to discuss project schedule and current and past issues that require action by someone other than the party raising the issue. Harris requests the contractors and the County to submit agenda items for the weekly coordination meetings. Using the proposed agenda items and agenda items developed in-house, Harris will prepare an agenda for the meeting and distribute to all parties in attendance. Harris will distribute previous meeting minutes and ask for concurrence of those in attendance or suggested corrections to the minutes. Minutes will then be filed as approved or amended.

Assumptions:

- County and contractor’s staff will be able to meet on a regular basis with minimal absences.
- Meeting room will have the capacity to seat a minimum of 15 people.
- Meetings will not occur more than once per week and will not last longer than one hour.
- County will attend the meetings as a participant.
- Harris will take notes of discussion items.
- Contractor is required to submit a look-ahead schedule (2 or 3 week) at each weekly meeting.

Deliverables:

- Weekly agenda with status of open items from previous meetings.
- Weekly meeting minutes with action items noted.
- Meeting agenda.
- Meeting minutes and the 2 or 3 week look-ahead schedule (prepared by the contractors).
- Submittal, issues log, and RFI and RFQ working logs.

### 2.1.4 Labor Compliance Reviews

Purpose: Periodic reviews of the contractor and subcontractors certified payrolls.

Approach: When Harris is administering the entire construction contract, we will conduct periodic spot checks of contractors’ certified payrolls for contract and funding compliance when required by Federal or State wage rate requirements.

Assumptions:

- The contractor will submit for periodic review the contractors and all subcontractors certified payrolls.
- The contractor, when required, will submit all certified payrolls, fringe benefits, and statement of non-performance electronically to the CMU using the electronic certified payroll (eCPR) system.

Deliverables:

- All documentation of labor compliance reviews.
- Field interview forms.
- Letters and review documents.

## 2.2 Schedule Management, Progress Meetings and Reports

Purpose: Monitor and review contractor’s progress compared to the scheduled work after approval of the baseline schedule to ensure project is not being delayed for reasons under the control of the contractor.

Approach: Harris will analyze the contractors’ schedule for slippage and report findings and recommendations to the County. We will determine the reasons for the slippage and determine if a “recovery schedule” is required of the contractor. We will notify the contractor of the findings and document responses for the record. We will keep the County apprised of the construction schedule and changes found in the updates.

Assumptions:

- Contract specifications will require contractors to use Critical Path Method (CPM) for scheduling work. The preferred scheduling software is P3 or SureTrak by Primavera. Gant charts will be strictly forbidden.
- Schedule status reports will be a part of the monthly status report only.

Deliverables:

- Weekly statement of working days.
- Schedule status reports each month with findings, recommendations, description of key issues, cost status, and schedule status.

## 2.3 Payment Recommendations

Purpose: Verify the contractor's request for payment does not represent more than the amount that is reasonable for the work completed on a monthly basis. This verification will require preparation of progress payment recommendations on behalf of the County for work completed and materials stored on hand (if allowed).

Approach: Harris, in coordination with the contractor, will develop a procedure that is acceptable to the County for monthly progress payments and the final payment. Harris will review contractors' payment requests and verify contractor pay quantities. Harris will also analyze difference over amount (if any). After approval of the payment request by Harris and the contractor, Harris will prepare payment documentation using Expedition software for approval and execution by the County.

Assumptions:

- Payments will be made to the contractor once each month.
- County will make payments in accordance with the contract stipulations and state law.
- Expedition software is acceptable to the County for preparing progress payments.

Deliverables:

- Contractor progress payment and final payment request.
- Cost summary and progress payment spreadsheet in the monthly status report.

## 2.4 Requests for Information

Purpose: At times, a contractor is unable to locate information that it deems critical to its construction activity. The efficient management of RFIs permits the timely communication between the designer and the contractor.

Approach: Harris will receive, log, and review all RFIs for completeness and verify the question is reasonable and understandable. Harris will provide a short technical review of the RFI to determine

if the issue is addressed adequately in the contract documents. Harris will return the RFI if the question is unclear or, in the opinion of Harris staff, the answer is contained in the contract documents. Harris will note where the requested information can be found in the contract documents. Harris will track RFI's by creating weekly logs, using the Contract Manager software (or a software acceptable to the County), to verify timely response from the design engineer. RFI's held longer than five days by the design engineer will be followed up with a telephone call to the appropriate person in that group.

Assumptions:

- Harris will not be held responsible for returning a RFI to the contractor in error or misunderstanding.
- The County's design engineer will respond with an answer to all RFIs within five working days after receipt from Harris. Facsimile will be used to forward RFI's to the design engineers.

Deliverables:

- Log of all RFIs and their status.
- Log of all RFI answers and their status.

### 2.4.1 Material Submittals

Purpose: Provide an efficient means of processing submittals between the contractor and the design engineer by providing the County with a brief, initial review of the contractor's shop drawing submittals before forwarding it to the design engineer.

Approach: Using Contract Manager (or electronic tracking system acceptable to the County), Harris will develop a submittal list for distribution to the contractor and the design engineer. We will track and submit suspense submittal logs at each coordination meeting and follow-up on all submittals that are nearing the end of the review period. Harris will question the contractor who has not provided re-submittals of shop drawings that have either been rejected or require additional information before the submittal may be approved for inclusion in the work. The following steps will be followed in reviewing the contractor's shop drawings:

1. Log all submittals by Specification number (i.e., 12.01, 12.04.01, etc.) into Contract Manager.
2. Ensure the contractor has provided a complete submittal and all deviations have been noted. Submittal is returned to the contractor if it is not complete.

3. Construction manager continues review for general compliance with the specification.
4. Submittal is forwarded to design engineer for formal review and acceptance.
5. Submittals are returned to Harris and the submittal status is logged into Expedition.
6. Submittals are returned to the contractor for use in work.
7. Harris to inform contractor if a resubmittal is required.

Assumptions:

- Harris will not be responsible for errors or omissions in any submittal lists; this is the responsibility of the County's construction contractor.
- Harris will not incur any costs against it because of Assumption No. 1.
- Harris will not make an exhaustive review of contractor(s) submittals.

Deliverables:

- Monthly status logs of project submittals.
- Status log of all submittals in the Contract Manager database.
- Log of accepted submittals.
- Log of submittals in review.
- Log of submittals that are not approved and will require resubmission by the contractor.
- Final log of submittals and status at end of construction.

## 2.5 Contract Change Order (CCOs)

Purpose: Provide an easily retrievable system for managing all changes on the projects, regardless of who initiates the change.

Approach: Harris will review potential change orders for contractual and technical merit. We will prepare independent cost estimates and schedule analysis of work if necessary, and negotiate change order costs with the contractor, as needed. Harris will prepare change orders, with all required support documentation, for execution by the County. We will keep the County apprised of cumulative changes in cost and time and the impact of these on the overall project.

Assumptions:

- The County, while consulting with the design engineers, will provide appropriate direction to Harris regarding direction on the preferred route in managing certain aspects of change orders. Harris will be allowed to use its sole judgment on how best to manage cost negotiations with the contractors.

Deliverables:

- Independent cost estimates.
- Change orders ready for execution.
- Change order summary reports.

## 2.6 Construction Observation/Inspection Services

Purpose: Provide the County with documentation of construction activities, duration, and work conditions.

Approach: Harris will provide the County with knowledgeable staff who are familiar with construction activities to be performed on the project. Using Expedition, Harris will document the contractors' daily activities, manpower, equipment and items considered pertinent to the projects. The construction manager will review daily reports and provide instruction to inspectors on ways to improve their daily reports. We will provide documentation of labor, materials, and equipment each day in various sections of the project. Harris will review progress payment against inspectors' quantity sheets and measured quantities and check percent complete in the field and resolve differences with the contractor.

Assumptions:

- County will not unreasonably withhold approval of the inspectors proposed by Harris.
- All inspections will be within the project limits.

Deliverables:

- Daily inspection reports.
- Concrete placement reports.
- Miscellaneous reports deemed necessary by the resident engineer/construction manager and with the concurrence of the County construction manager.

## 2.7 Claims Management

Purpose: Assist the County in defending against contractor's construction claims.

Approach: Harris will review contractor's claim documentation for merit and/or entitlement. Harris will meet with County project staff to gather their perspective of the claims. Harris will analyze the contractor's CPM schedule for County-caused delays and time impacts. Labor productivity and costs will be evaluated, if appropriate, and recommendations will be prepared for the County.

Assumptions:

- County will provide all documents and records for review by Harris.

Deliverables:

- Claims analysis and recommendations.
- Necessary documentation for use in dispute resolution hearings.

## 2.8 Record Drawings

Purpose: Provide the County with accurate record drawings for the project.

Approach: Harris will monitor contractors' required record drawings on a monthly basis. In addition to monitoring the contractor's drawings, Harris will maintain a copy of the contract plans for the project. Harris will attempt to include items that are not normally shown on the contractor's set of record drawings. This information is not necessarily construction related, but is project related and may be important in future maintenance and/or construction projects.

Assumptions:

- The County will be responsible for making the changes to the drawings prepared by its design engineers.
- Harris will assist the design engineers in answering its questions regarding the record drawings.
- Contract documents will require contractor to maintain redline as-built drawings.

Deliverables:

- One set of marked-up contract drawings. This set will be in addition to the contractor's marked-up set of contract drawings.

## 3.1 Close-out

Purpose: Provide the County with all documentation and history of the construction contract.

Approach: Harris will use a systematic approach of document review the documents and will provide the following:

1. Summary of all project costs
2. Outstanding contract change orders resolution
3. Recommendations for any global settlements
4. Approach with the County for dispute resolution and/or arbitration assistance/support
5. Copy of contractor's performance bond, good for the warranty period

Assumptions:

- County will prepare and file contract Notice of Completion and Acceptance of Work.

Deliverables:

- Final project report.

## 3.2 Final Project Report

Purpose: Provide the County with a written history of the construction contract.

Approach: Harris will review the project documents and prepare a written report for the County. At a minimum, the report will include the following:

1. Names of all organizations involved with the projects, i.e., County managers, resident engineer/construction manager, contractor, and any other parties that may have a significant part in the construction of the projects.
2. Chronological history of the construction effort, to include all significant dates.
3. Contract amounts at bid time with all other bids in tabular form.
4. Change order history, to include summary statement about each change, negotiated cost of each change and other information deemed necessary by Harris and the County's construction manager.

5. Summary of Requests for Information, in tabular or matrix form.
6. Summary of outstanding claims not resolved when the notice of completion is filed.
7. Summary of final contract amount.
8. "Lessons learned."

Assumptions:

- County will provide input to Harris regarding the form of the final report.

Deliverables:

- One project report for each construction project. One hard copy and one electronic file will be provided.

### **3.3 Final Payment**

Purpose: Provide the County with the final contract cost and final balance due to the contractor.

Approach: Following completion of the contract work, Harris will determine the final quantities and cost of all unit price work and the final costs of all approved change order work. We will prepare a final balancing change order quantifying the final contract amount for the County and contractor.

Assumptions:

- There are no outstanding issues or claims.
- The County is responsible for filing Notice of Completion and addressing all subcontractor claims prior to release of final payment.

Deliverables:

- Final balancing change order.
- Final payment estimate.

# Appendix A: Scope of Work

## Typical Scope of Work

We will tailor the following scope of work to fit the needs of the County's individual projects.

### 1.1 Assist in Evaluation of Bids Received

**Purpose:** Assist the County in determining the lowest responsive, responsible bidder.

**Approach:** After bids have been opened, Harris will check all bids for mathematical accuracy, and correct errors in accordance with instructions contained in the bid documents. All bids will be reviewed for required bidders bond, list of subcontractors, DBE participation, signatures, and other items to be submitted with the bid. Harris will prepare a tabular listing of bidders from lowest to highest, and prepare documentation for the County recommending award to the lowest responsive, responsible bidder.

**Assumptions:**

- The bid documents are complete, and adequate for their intended purpose.
- The bidders are responsible for the accuracy of their bids.
- The County is responsible to assure adequate funding prior to bid award.

**Deliverables:**

- Tabular list of bidders, listed in order from lowest to highest.
- Documentation in the County's format recommending award to the lowest bidder.

### 1.2 Review Contract Plans, Specifications, Permits, and Agreements

**Purpose:** Identify potential areas within the contract documents that may require clarification prior to bid, recognizing that there are potential benefits to the County to resolve potential cost or schedule issues prior to the acceptance of bids.

**Approach:** Harris will review contract documents for biddability and constructability. Our evaluation will

include reviewing plans and specifications for problem areas that could lead to delays, disputes, and change orders during construction. We will also review plans and specifications for problems that could arise during the bid process.

**Assumptions:**

- Harris will not be responsible for errors or omissions that are not noted in its review of the plans and specifications.
- County and/or designer will determine which biddability/constructability comments, if any, are addressed prior to accepting bids.
- Harris is responsible for bringing discrepancies within the contract documents to the attention of the County but not to decide what information is correct.
- The decision to determine what information is correct is the prerogative of the designer and County.

**Deliverables:**

- Biddability/constructability comments.
- Review report.

### 1.3 Review Resident Engineers' Files

**Purpose:** Review the RE's complete project files. The files may contain memos from the design team and/or technical reports or studies.

**Approach:** Harris' RE or construction manager will obtain all of the County's RE's project files. Harris' RE will develop a spreadsheet that will outline the design memos for consistency and review of design intent and organization of the reports and studies. The spreadsheet will identify all items that need to be tracked, checked and/or monitored that were indicated in the reports or studies.

**Assumptions:**

- The County will make all the resident engineers' files available to Harris personnel.

**Deliverables:**

- Spreadsheet identifying all pertinent project data requiring follow-up action.

- Completed spreadsheet, including completed action items and all appropriate back-up.

### **1.4 Review Project Schedule**

Purpose: Review the project schedule which includes pre-construction and utility relocations by others including notification timelines on all permits and agreements. Review will also be conducted upon receipt of the contractor's schedule and after approval of baseline schedule to ensure the project is not being delayed for reasons in the control of the contractor.

Approach: Harris will develop procedures using available software; review the project schedule for logic (logic ties), duration, accuracy of permit and/or agreements requirements, and utility relocations. We will apply these procedures to review the contractor's schedule for logic (logic ties), duration, and resource changes in the contractors' monthly updates. We will notify the contractor of changes and document responses. We will work with the County project manager to recommend schedule improvements. Harris will keep the County apprised of the construction schedule and changes found in the updates.

Assumptions:

- Contract specifications will require contractors to use Critical Path Method (CPM) for scheduling work. The preferred scheduling software is P3 or P6. Gant charts will be strictly forbidden.
- Schedule status reports will be a part of the monthly status report only.

Deliverables:

- Schedule status reports each month.

### **1.5 Attend Project Development Team Meetings**

Purpose: Attendance of project development team meetings during design phases and/or pre-construction phase to begin introductions of key County staff and review of contract administrative procedures.

Approach: Harris will participate in project development team meetings to begin project participation. Harris' participation will establish intimate relationships and understandings for each specific project.

Assumptions:

- Harris will have been able to review project specific data prior to our attendance of the project development team meetings.

Deliverables:

- Meeting notes and/or minutes as directed by County staff.

### **1.6 Review material related to dispute resolution**

Purpose: Assist the County by preparing for and assisting/attending dispute resolution meeting(s) when the County deems it necessary.

Approach: Harris will assist the County in developing a resolution to a dispute with contractor's methodologies, polices, and/or procedures.

Assumptions:

- Harris' construction manager will attend the meetings.
- Harris will attend meetings as stipulated by the County.
- Harris will begin work when notified by the County.

Deliverables:

- Recommendations for next steps toward resolving the area(s) of dispute.

### **1.7 Schedule, Coordinate, Host Pre-construction Meeting with the Contractor and County**

Purpose: Provide a forum for all essential project participants to meet prior to the start of work. This meeting will outline the County's contract administration, introduce attendees, and record all comments and questions submitted by the contractor(s). This meeting will also provide an understanding of the procedures to be used on the project(s) and County and consultant expectations of the contractor.

Approach: Harris will schedule, prepare agenda, chair and take minutes of the pre-construction meeting. We will outline project specifics, and inform contractor of project administration procedures. We will invite all affected regulatory agencies, utilities, fire departments, police departments, and others to attend the meeting.

Assumptions:

- County will provide the meeting venue.
- County will assist Harris in developing the attendee list.
- Harris will prepare a draft agenda for County approval prior to the meeting.

Deliverables:

- Written agendas and minutes of pre-construction conferences.
- Forward electronic copies of pre-construction meeting minutes to the design engineer and attendees.

## 2.0 Mobilization

Purpose:

**Larger Projects** – Coordination with the contractor for field office space.

**Smaller Projects** – Coordination with the County to comprehend the space needed in order to administer the project.

Approach:

**Larger Projects** – Harris will work with the contractor to establish the proper arrangement of the field office space and/or equipment as required by the contract specifications.

**Smaller Projects** – Harris will discuss the appropriate approach with the County to administer the project and office space that may be needed, if any.

Assumptions:

- **Larger Projects** – The contract specifications will list and require the contractor to provide field office space with the appropriate furniture and equipment.
- **Smaller Projects** – Harris and the County will discuss the needs of office space for these project types.

Deliverables:

- **Large Projects** – Contractor-supplied furnished field office space with appropriate equipment.
- **Smaller Projects** – Coordination with County Staff.

## 2.1 Project Coordination and Correspondence

### 2.1.1 Coordinate with all Project Team Members

Purpose: Coordinate and assist with contractors, surveyors, material testing firms, design engineer, other agencies, utility companies, and other parties that are involved with and/or affected by the projects.

Approach: Harris will coordinate with all necessary parties that are involved in each project. All coordination issues will be tracked, developed, implemented and documented through the “issue log,” “Requests for Survey/Layout,” “Request for testing,” and the RFI process through the design engineer. Coordination between other agencies and utility companies will be via documented phone calls, coordination meetings on- and off-site, followed by written correspondence. Coordination with other parties may be separate independent meetings, other documented phone calls, and/or written communication.

Assumptions:

- County will attend and assist with coordination meetings.

Deliverables:

- Copies of all correspondence. Original written correspondence will remain with Harris until project close-out, at which time all originals will be forwarded to the County.

### 2.1.2 Communication and Correspondence

Purpose: Provide effective written and oral communications on behalf of the County to the contractor and other stakeholders in the administration of the contract.

Approach: At the pre-construction conference, Harris will obtain all pertinent information from the attendees to develop a project directory of all key personnel working on the projects. We will develop a flow chart depicting how correspondence is to be handled once received from the contractor or other stakeholders. We will log all information received from contractor and others in Contract Manager (or other software acceptable to the County), and in separate project files for action and distribution. We will then prepare appropriate responses and obtain County approval when required. All original correspondence will remain within the project files; only copies will be distributed, except for shop drawing submittals. The project team can have remote access to the correspondence and/or documentation at any time.

Assumptions:

- Harris, in coordination with the County, will develop the appropriate file index to be used for all correspondence received from the County, contractor, design team and others.



Deliverables:

- Logs of information received from the County, the contractor or others relating to the project.

### 2.1.3 Weekly Coordination Meetings

Purpose: Conduct weekly meetings with the contractor to discuss schedules; and status of RFQs, submittals, issues log, old and new business concerning the project, and any other business that is a concern of any party attending the meeting. These weekly meeting will keep everyone informed as to the status of the project and allow for discussions of issues that may influence project completion.

Approach: Harris will conduct weekly meetings with the contractor and the County to discuss project schedule and current and past issues that require action by someone other than the party raising the issue. Harris requests the contractors and the County to submit agenda items for the weekly coordination meetings. Using the proposed agenda items and agenda items developed in-house, Harris will prepare an agenda for the meeting and distribute to all parties in attendance. Harris will distribute previous meeting minutes and ask for concurrence of those in attendance or suggested corrections to the minutes. Minutes will then be filed as approved or amended.

Assumptions:

- County and contractor's staff will be able to meet on a regular basis with minimal absences.
- Meeting room will have the capacity to seat a minimum of 15 people.
- Meetings will not occur more than once per week and will not last longer than one hour.
- County will attend the meetings as a participant.
- Harris will take notes of discussion items.
- Contractor is required to submit a look-ahead schedule (2 or 3 week) at each weekly meeting.

Deliverables:

- Weekly agenda with status of open items from previous meetings.
- Weekly meeting minutes with action items noted.
- Meeting agenda.
- Meeting minutes and the 2 or 3 week look-ahead schedule (prepared by the contractors).
- Submittal, issues log, and RFI and RFQ working logs.

### 2.1.4 Labor Compliance Reviews

Purpose: Periodic reviews of the contractor and subcontractors certified payrolls.

Approach: When Harris is administering the entire construction contract, we will conduct periodic spot checks of contractors' certified payrolls for contract and funding compliance when required by Federal or State wage rate requirements.

Assumptions:

- The contractor will submit for periodic review the contractors and all subcontractors certified payrolls.
- The contractor, when required, will submit all certified payrolls, fringe benefits, and statement of non-performance electronically to the CMU using the electronic certified payroll (eCPR) system.

Deliverables:

- All documentation of labor compliance reviews.
- Field interview forms.
- Letters and review documents.

## 2.2 Schedule Management, Progress Meetings and Reports

Purpose: Monitor and review contractor's progress compared to the scheduled work after approval of the baseline schedule to ensure project is not being delayed for reasons under the control of the contractor.

Approach: Harris will analyze the contractors' schedule for slippage and report findings and recommendations to the County. We will determine the reasons for the slippage and determine if a "recovery schedule" is required of the contractor. We will notify the contractor of the findings and document responses for the record. We will keep the County apprised of the construction schedule and changes found in the updates.

Assumptions:

- Contract specifications will require contractors to use Critical Path Method (CPM) for scheduling work. The preferred scheduling software is P3 or SureTrak by Primavera. Gant charts will be strictly forbidden.
- Schedule status reports will be a part of the monthly status report only.

Deliverables:

- Weekly statement of working days.
- Schedule status reports each month with findings, recommendations, description of key issues, cost status, and schedule status.

## 2.3 Payment Recommendations

Purpose: Verify the contractor's request for payment does not represent more than the amount that is reasonable for the work completed on a monthly basis. This verification will require preparation of progress payment recommendations on behalf of the County for work completed and materials stored on hand (if allowed).

Approach: Harris, in coordination with the contractor, will develop a procedure that is acceptable to the County for monthly progress payments and the final payment. Harris will review contractors' payment requests and verify contractor pay quantities. Harris will also analyze difference over amount (if any). After approval of the payment request by Harris and the contractor, Harris will prepare payment documentation using Expedition software for approval and execution by the County.

Assumptions:

- Payments will be made to the contractor once each month.
- County will make payments in accordance with the contract stipulations and state law.
- Expedition software is acceptable to the County for preparing progress payments.

Deliverables:

- Contractor progress payment and final payment request.
- Cost summary and progress payment spreadsheet in the monthly status report.

## 2.4 Requests for Information

Purpose: At times, a contractor is unable to locate information that it deems critical to its construction activity. The efficient management of RFIs permits the timely communication between the designer and the contractor.

Approach: Harris will receive, log, and review all RFI's for completeness and verify the question is reasonable and understandable. Harris will provide a short technical review of the RFI to determine

if the issue is addressed adequately in the contract documents. Harris will return the RFI if the question is unclear or, in the opinion of Harris staff, the answer is contained in the contract documents. Harris will note where the requested information can be found in the contract documents. Harris will track RFI's by creating weekly logs, using the Contract Manager software (or a software acceptable to the County), to verify timely response from the design engineer. RFI's held longer than five days by the design engineer will be followed up with a telephone call to the appropriate person in that group.

Assumptions:

- Harris will not be held responsible for returning a RFI to the contractor in error or misunderstanding.
- The County's design engineer will respond with an answer to all RFIs within five working days after receipt from Harris. Facsimile will be used to forward RFI's to the design engineers.

Deliverables:

- Log of all RFIs and their status.
- Log of all RFI answers and their status.

### 2.4.1 Material Submittals

Purpose: Provide an efficient means of processing submittals between the contractor and the design engineer by providing the County with a brief, initial review of the contractor's shop drawing submittals before forwarding it to the design engineer.

Approach: Using Contract Manager (or electronic tracking system acceptable to the County), Harris will develop a submittal list for distribution to the contractor and the design engineer. We will track and submit suspense submittal logs at each coordination meeting and follow-up on all submittals that are nearing the end of the review period. Harris will question the contractor who has not provided re-submittals of shop drawings that have either been rejected or require additional information before the submittal may be approved for inclusion in the work. The following steps will be followed in reviewing the contractor's shop drawings:

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2. Ensure the contractor has provided a complete submittal and all deviations have been noted. Submittal is returned to the contractor if it is not complete.

3. Construction manager continues review for general compliance with the specification.
4. Submittal is forwarded to design engineer for formal review and acceptance.
5. Submittals are returned to Harris and the submittal status is logged into Expedition.
6. Submittals are returned to the contractor for use in work.
7. Harris to inform contractor if a resubmittal is required.

Assumptions:

- Harris will not be responsible for errors or omissions in any submittal lists; this is the responsibility of the County's construction contractor.
- Harris will not incur any costs against it because of Assumption No. 1.
- Harris will not make an exhaustive review of contractor(s) submittals.

Deliverables:

- Monthly status logs of project submittals.
- Status log of all submittals in the Contract Manager database.
- Log of accepted submittals.
- Log of submittals in review.
- Log of submittals that are not approved and will require resubmission by the contractor.
- Final log of submittals and status at end of construction.

## 2.5 Contract Change Order (CCOs)

Purpose: Provide an easily retrievable system for managing all changes on the projects, regardless of who initiates the change.

Approach: Harris will review potential change orders for contractual and technical merit. We will prepare independent cost estimates and schedule analysis of work if necessary, and negotiate change order costs with the contractor, as needed. Harris will prepare change orders, with all required support documentation, for execution by the County. We will keep the County apprised of cumulative changes in cost and time and the impact of these on the overall project.

Assumptions:

- The County, while consulting with the design engineers, will provide appropriate direction to Harris regarding direction on the preferred route in managing certain aspects of change orders. Harris will be allowed to use its sole judgment on how best to manage cost negotiations with the contractors.

Deliverables:

- Independent cost estimates.
- Change orders ready for execution.
- Change order summary reports.

## 2.6 Construction Observation/Inspection Services

Purpose: Provide the County with documentation of construction activities, duration, and work conditions.

Approach: Harris will provide the County with knowledgeable staff who are familiar with construction activities to be performed on the project. Using Expedition, Harris will document the contractors' daily activities, manpower, equipment and items considered pertinent to the projects. The construction manager will review daily reports and provide instruction to inspectors on ways to improve their daily reports. We will provide documentation of labor, materials, and equipment each day in various sections of the project. Harris will review progress payment against inspectors' quantity sheets and measured quantities and check percent complete in the field and resolve differences with the contractor.

Assumptions:

- County will not unreasonably withhold approval of the inspectors proposed by Harris.
- All inspections will be within the project limits.

Deliverables:

- Daily inspection reports.
- Concrete placement reports.
- Miscellaneous reports deemed necessary by the resident engineer/construction manager and with the concurrence of the County construction manager.

## 2.7 Claims Management

Purpose: Assist the County in defending against contractor's construction claims.

Approach: Harris will review contractor's claim documentation for merit and/or entitlement. Harris will meet with County project staff to gather their perspective of the claims. Harris will analyze the contractor's CPM schedule for County-caused delays and time impacts. Labor productivity and costs will be evaluated, if appropriate, and recommendations will be prepared for the County.

Assumptions:

- County will provide all documents and records for review by Harris.

Deliverables:

- Claims analysis and recommendations.
- Necessary documentation for use in dispute resolution hearings.

## 2.8 Record Drawings

Purpose: Provide the County with accurate record drawings for the project.

Approach: Harris will monitor contractors' required record drawings on a monthly basis. In addition to monitoring the contractor's drawings, Harris will maintain a copy of the contract plans for the project. Harris will attempt to include items that are not normally shown on the contractor's set of record drawings. This information is not necessarily construction related, but is project related and may be important in future maintenance and/or construction projects.

Assumptions:

- The County will be responsible for making the changes to the drawings prepared by its design engineers.
- Harris will assist the design engineers in answering its questions regarding the record drawings.
- Contract documents will require contractor to maintain redline as-built drawings.

Deliverables:

- One set of marked-up contract drawings. This set will be in addition to the contractor's marked-up set of contract drawings.

## 3.1 Close-out

Purpose: Provide the County with all documentation and history of the construction contract.

Approach: Harris will use a systematic approach of document review the documents and will provide the following:

1. Summary of all project costs
2. Outstanding contract change orders resolution
3. Recommendations for any global settlements
4. Approach with the County for dispute resolution and/or arbitration assistance/support
5. Copy of contractor's performance bond, good for the warranty period

Assumptions:

- County will prepare and file contract Notice of Completion and Acceptance of Work.

Deliverables:

- Final project report.

## 3.2 Final Project Report

Purpose: Provide the County with a written history of the construction contract.

Approach: Harris will review the project documents and prepare a written report for the County. At a minimum, the report will include the following:

1. Names of all organizations involved with the projects, i.e, County managers, resident engineer/construction manager, contractor, and any other parties that may have a significant part in the construction of the projects.
2. Chronological history of the construction effort, to include all significant dates.
3. Contract amounts at bid time with all other bids in tabular form.
4. Change order history, to include summary statement about each change, negotiated cost of each change and other information deemed necessary by Harris and the County's construction manager.

5. Summary of Requests for Information, in tabular or matrix form.
6. Summary of outstanding claims not resolved when the notice of completion is filed.
7. Summary of final contract amount.
8. "Lessons learned."

Assumptions:

- County will provide input to Harris regarding the form of the final report.

Deliverables:

- One project report for each construction project. One hard copy and one electronic file will be provided.

### **3.3 Final Payment**

Purpose: Provide the County with the final contract cost and final balance due to the contractor.

Approach: Following completion of the contract work, Harris will determine the final quantities and cost of all unit price work and the final costs of all approved change order work. We will prepare a final balancing change order quantifying the final contract amount for the County and contractor.

Assumptions:

- There are no outstanding issues or claims.
- The County is responsible for filing Notice of Completion and addressing all subcontractor claims prior to release of final payment.

Deliverables:

- Final balancing change order.
- Final payment estimate.

# Appendix A: Scope of Work

## Typical Scope of Work

We will tailor the following scope of work to fit the needs of the County's individual projects.

### 1.1 Assist in Evaluation of Bids Received

**Purpose:** Assist the County in determining the lowest responsive, responsible bidder.

**Approach:** After bids have been opened, Harris will check all bids for mathematical accuracy, and correct errors in accordance with instructions contained in the bid documents. All bids will be reviewed for required bidders bond, list of subcontractors, DBE participation, signatures, and other items to be submitted with the bid. Harris will prepare a tabular listing of bidders from lowest to highest, and prepare documentation for the County recommending award to the lowest responsive, responsible bidder.

**Assumptions:**

- The bid documents are complete, and adequate for their intended purpose.
- The bidders are responsible for the accuracy of their bids.
- The County is responsible to assure adequate funding prior to bid award.

**Deliverables:**

- Tabular list of bidders, listed in order from lowest to highest.
- Documentation in the County's format recommending award to the lowest bidder.

### 1.2 Review Contract Plans, Specifications, Permits, and Agreements

**Purpose:** Identify potential areas within the contract documents that may require clarification prior to bid, recognizing that there are potential benefits to the County to resolve potential cost or schedule issues prior to the acceptance of bids.

**Approach:** Harris will review contract documents for biddability and constructability. Our evaluation will

include reviewing plans and specifications for problem areas that could lead to delays, disputes, and change orders during construction. We will also review plans and specifications for problems that could arise during the bid process.

**Assumptions:**

- Harris will not be responsible for errors or omissions that are not noted in its review of the plans and specifications.
- County and/or designer will determine which biddability/constructability comments, if any, are addressed prior to accepting bids.
- Harris is responsible for bringing discrepancies within the contract documents to the attention of the County but not to decide what information is correct.
- The decision to determine what information is correct is the prerogative of the designer and County.

**Deliverables:**

- Biddability/constructability comments.
- Review report.

### 1.3 Review Resident Engineers' Files

**Purpose:** Review the RE's complete project files. The files may contain memos from the design team and/or technical reports or studies.

**Approach:** Harris' RE or construction manager will obtain all of the County's RE's project files. Harris' RE will develop a spreadsheet that will outline the design memos for consistency and review of design intent and organization of the reports and studies. The spreadsheet will identify all items that need to be tracked, checked and/or monitored that were indicated in the reports or studies.

**Assumptions:**

- The County will make all the resident engineers' files available to Harris personnel.

**Deliverables:**

- Spreadsheet identifying all pertinent project data requiring follow-up action.

- Completed spreadsheet, including completed action items and all appropriate back-up.

### **1.4 Review Project Schedule**

Purpose: Review the project schedule which includes pre-construction and utility relocations by others including notification timelines on all permits and agreements. Review will also be conducted upon receipt of the contractor's schedule and after approval of baseline schedule to ensure the project is not being delayed for reasons in the control of the contractor.

Approach: Harris will develop procedures using available software; review the project schedule for logic (logic ties), duration, accuracy of permit and/or agreements requirements, and utility relocations. We will apply these procedures to review the contractor's schedule for logic (logic ties), duration, and resource changes in the contractors' monthly updates. We will notify the contractor of changes and document responses. We will work with the County project manager to recommend schedule improvements. Harris will keep the County apprised of the construction schedule and changes found in the updates.

Assumptions:

- Contract specifications will require contractors to use Critical Path Method (CPM) for scheduling work. The preferred scheduling software is P3 or P6. Gant charts will be strictly forbidden.
- Schedule status reports will be a part of the monthly status report only.

Deliverables:

- Schedule status reports each month.

### **1.5 Attend Project Development Team Meetings**

Purpose: Attendance of project development team meetings during design phases and/or pre-construction phase to begin introductions of key County staff and review of contract administrative procedures.

Approach: Harris will participate in project development team meetings to begin project participation. Harris' participation will establish intimate relationships and understandings for each specific project.

Assumptions:

- Harris will have been able to review project specific data prior to our attendance of the project development team meetings.

Deliverables:

- Meeting notes and/or minutes as directed by County staff.

### **1.6 Review material related to dispute resolution**

Purpose: Assist the County by preparing for and assisting/attending dispute resolution meeting(s) when the County deems it necessary.

Approach: Harris will assist the County in developing a resolution to a dispute with contractor's methodologies, polices, and/or procedures.

Assumptions:

- Harris' construction manager will attend the meetings.
- Harris will attend meetings as stipulated by the County.
- Harris will begin work when notified by the County.

Deliverables:

- Recommendations for next steps toward resolving the area(s) of dispute.

### **1.7 Schedule, Coordinate, Host Pre-construction Meeting with the Contractor and County**

Purpose: Provide a forum for all essential project participants to meet prior to the start of work. This meeting will outline the County's contract administration, introduce attendees, and record all comments and questions submitted by the contractor(s). This meeting will also provide an understanding of the procedures to be used on the project(s) and County and consultant expectations of the contractor.

Approach: Harris will schedule, prepare agenda, chair and take minutes of the pre-construction meeting. We will outline project specifics, and inform contractor of project administration procedures. We will invite all affected regulatory agencies, utilities, fire departments, police departments, and others to attend the meeting.

Assumptions:

- County will provide the meeting venue.
- County will assist Harris in developing the attendee list.
- Harris will prepare a draft agenda for County approval prior to the meeting.

Deliverables:

- Written agendas and minutes of pre-construction conferences.
- Forward electronic copies of pre-construction meeting minutes to the design engineer and attendees.

## 2.0 Mobilization

Purpose:

**Larger Projects** – Coordination with the contractor for field office space.

**Smaller Projects** – Coordination with the County to comprehend the space needed in order to administer the project.

Approach:

**Larger Projects** – Harris will work with the contractor to establish the proper arrangement of the field office space and/or equipment as required by the contract specifications.

**Smaller Projects** – Harris will discuss the appropriate approach with the County to administer the project and office space that may be needed, if any.

Assumptions:

- **Larger Projects** – The contract specifications will list and require the contractor to provide field office space with the appropriate furniture and equipment.
- **Smaller Projects** – Harris and the County will discuss the needs of office space for these project types.

Deliverables:

- **Large Projects** – Contractor-supplied furnished field office space with appropriate equipment.
- **Smaller Projects** – Coordination with County Staff.

## 2.1 Project Coordination and Correspondence

### 2.1.1 Coordinate with all Project Team Members

Purpose: Coordinate and assist with contractors, surveyors, material testing firms, design engineer, other agencies, utility companies, and other parties that are involved with and/or affected by the projects.

Approach: Harris will coordinate with all necessary parties that are involved in each project. All coordination issues will be tracked, developed, implemented and documented through the “issue log,” “Requests for Survey/Layout,” “Request for testing,” and the RFI process through the design engineer. Coordination between other agencies and utility companies will be via documented phone calls, coordination meetings on- and off-site, followed by written correspondence. Coordination with other parties may be separate independent meetings, other documented phone calls, and/or written communication.

Assumptions:

- County will attend and assist with coordination meetings.

Deliverables:

- Copies of all correspondence. Original written correspondence will remain with Harris until project close-out, at which time all originals will be forwarded to the County.

### 2.1.2 Communication and Correspondence

Purpose: Provide effective written and oral communications on behalf of the County to the contractor and other stakeholders in the administration of the contract.

Approach: At the pre-construction conference, Harris will obtain all pertinent information from the attendees to develop a project directory of all key personnel working on the projects. We will develop a flow chart depicting how correspondence is to be handled once received from the contractor or other stakeholders. We will log all information received from contractor and others in Contract Manager (or other software acceptable to the County), and in separate project files for action and distribution. We will then prepare appropriate responses and obtain County approval when required. All original correspondence will remain within the project files; only copies will be distributed, except for shop drawing submittals. The project team can have remote access to the correspondence and/or documentation at any time.

Assumptions:

- Harris, in coordination with the County, will develop the appropriate file index to be used for all correspondence received from the County, contractor, design team and others.



Deliverables:

- Logs of information received from the County, the contractor or others relating to the project.

### 2.1.3 Weekly Coordination Meetings

Purpose: Conduct weekly meetings with the contractor to discuss schedules; and status of RFQs, submittals, issues log, old and new business concerning the project, and any other business that is a concern of any party attending the meeting. These weekly meeting will keep everyone informed as to the status of the project and allow for discussions of issues that may influence project completion.

Approach: Harris will conduct weekly meetings with the contractor and the County to discuss project schedule and current and past issues that require action by someone other than the party raising the issue. Harris requests the contractors and the County to submit agenda items for the weekly coordination meetings. Using the proposed agenda items and agenda items developed in-house, Harris will prepare an agenda for the meeting and distribute to all parties in attendance. Harris will distribute previous meeting minutes and ask for concurrence of those in attendance or suggested corrections to the minutes. Minutes will then be filed as approved or amended.

Assumptions:

- County and contractor's staff will be able to meet on a regular basis with minimal absences.
- Meeting room will have the capacity to seat a minimum of 15 people.
- Meetings will not occur more than once per week and will not last longer than one hour.
- County will attend the meetings as a participant.
- Harris will take notes of discussion items.
- Contractor is required to submit a look-ahead schedule (2 or 3 week) at each weekly meeting.

Deliverables:

- Weekly agenda with status of open items from previous meetings.
- Weekly meeting minutes with action items noted.
- Meeting agenda.
- Meeting minutes and the 2 or 3 week look-ahead schedule (prepared by the contractors).
- Submittal, issues log, and RFI and RFQ working logs.

### 2.1.4 Labor Compliance Reviews

Purpose: Periodic reviews of the contractor and subcontractors certified payrolls.

Approach: When Harris is administering the entire construction contract, we will conduct periodic spot checks of contractors' certified payrolls for contract and funding compliance when required by Federal or State wage rate requirements.

Assumptions:

- The contractor will submit for periodic review the contractors and all subcontractors certified payrolls.
- The contractor, when required, will submit all certified payrolls, fringe benefits, and statement of non-performance electronically to the CMU using the electronic certified payroll (eCPR) system.

Deliverables:

- All documentation of labor compliance reviews.
- Field interview forms.
- Letters and review documents.

## 2.2 Schedule Management, Progress Meetings and Reports

Purpose: Monitor and review contractor's progress compared to the scheduled work after approval of the baseline schedule to ensure project is not being delayed for reasons under the control of the contractor.

Approach: Harris will analyze the contractors' schedule for slippage and report findings and recommendations to the County. We will determine the reasons for the slippage and determine if a "recovery schedule" is required of the contractor. We will notify the contractor of the findings and document responses for the record. We will keep the County apprised of the construction schedule and changes found in the updates.

Assumptions:

- Contract specifications will require contractors to use Critical Path Method (CPM) for scheduling work. The preferred scheduling software is P3 or SureTrak by Primavera. Gant charts will be strictly forbidden.
- Schedule status reports will be a part of the monthly status report only.

Deliverables:

- Weekly statement of working days.
- Schedule status reports each month with findings, recommendations, description of key issues, cost status, and schedule status.

## 2.3 Payment Recommendations

Purpose: Verify the contractor's request for payment does not represent more than the amount that is reasonable for the work completed on a monthly basis. This verification will require preparation of progress payment recommendations on behalf of the County for work completed and materials stored on hand (if allowed).

Approach: Harris, in coordination with the contractor, will develop a procedure that is acceptable to the County for monthly progress payments and the final payment. Harris will review contractors' payment requests and verify contractor pay quantities. Harris will also analyze difference over amount (if any). After approval of the payment request by Harris and the contractor, Harris will prepare payment documentation using Expedition software for approval and execution by the County.

Assumptions:

- Payments will be made to the contractor once each month.
- County will make payments in accordance with the contract stipulations and state law.
- Expedition software is acceptable to the County for preparing progress payments.

Deliverables:

- Contractor progress payment and final payment request.
- Cost summary and progress payment spreadsheet in the monthly status report.

## 2.4 Requests for Information

Purpose: At times, a contractor is unable to locate information that it deems critical to its construction activity. The efficient management of RFIs permits the timely communication between the designer and the contractor.

Approach: Harris will receive, log, and review all RFIs for completeness and verify the question is reasonable and understandable. Harris will provide a short technical review of the RFI to determine

if the issue is addressed adequately in the contract documents. Harris will return the RFI if the question is unclear or, in the opinion of Harris staff, the answer is contained in the contract documents. Harris will note where the requested information can be found in the contract documents. Harris will track RFI's by creating weekly logs, using the Contract Manager software (or a software acceptable to the County), to verify timely response from the design engineer. RFI's held longer than five days by the design engineer will be followed up with a telephone call to the appropriate person in that group.

Assumptions:

- Harris will not be held responsible for returning a RFI to the contractor in error or misunderstanding.
- The County's design engineer will respond with an answer to all RFIs within five working days after receipt from Harris. Facsimile will be used to forward RFI's to the design engineers.

Deliverables:

- Log of all RFIs and their status.
- Log of all RFI answers and their status.

### 2.4.1 Material Submittals

Purpose: Provide an efficient means of processing submittals between the contractor and the design engineer by providing the County with a brief, initial review of the contractor's shop drawing submittals before forwarding it to the design engineer.

Approach: Using Contract Manager (or electronic tracking system acceptable to the County), Harris will develop a submittal list for distribution to the contractor and the design engineer. We will track and submit suspense submittal logs at each coordination meeting and follow-up on all submittals that are nearing the end of the review period. Harris will question the contractor who has not provided re-submittals of shop drawings that have either been rejected or require additional information before the submittal may be approved for inclusion in the work. The following steps will be followed in reviewing the contractor's shop drawings:

1. Log all submittals by Specification number (i.e., 12.01, 12.04.01, etc.) into Contract Manager.
2. Ensure the contractor has provided a complete submittal and all deviations have been noted. Submittal is returned to the contractor if it is not complete.

3. Construction manager continues review for general compliance with the specification.
4. Submittal is forwarded to design engineer for formal review and acceptance.
5. Submittals are returned to Harris and the submittal status is logged into Expedition.
6. Submittals are returned to the contractor for use in work.
7. Harris to inform contractor if a resubmittal is required.

Assumptions:

- Harris will not be responsible for errors or omissions in any submittal lists; this is the responsibility of the County's construction contractor.
- Harris will not incur any costs against it because of Assumption No. 1.
- Harris will not make an exhaustive review of contractor(s) submittals.

Deliverables:

- Monthly status logs of project submittals.
- Status log of all submittals in the Contract Manager database.
- Log of accepted submittals.
- Log of submittals in review.
- Log of submittals that are not approved and will require resubmission by the contractor.
- Final log of submittals and status at end of construction.

## 2.5 Contract Change Order (CCOs)

Purpose: Provide an easily retrievable system for managing all changes on the projects, regardless of who initiates the change.

Approach: Harris will review potential change orders for contractual and technical merit. We will prepare independent cost estimates and schedule analysis of work if necessary, and negotiate change order costs with the contractor, as needed. Harris will prepare change orders, with all required support documentation, for execution by the County. We will keep the County apprised of cumulative changes in cost and time and the impact of these on the overall project.

Assumptions:

- The County, while consulting with the design engineers, will provide appropriate direction to Harris regarding direction on the preferred route in managing certain aspects of change orders. Harris will be allowed to use its sole judgment on how best to manage cost negotiations with the contractors.

Deliverables:

- Independent cost estimates.
- Change orders ready for execution.
- Change order summary reports.

## 2.6 Construction Observation/Inspection Services

Purpose: Provide the County with documentation of construction activities, duration, and work conditions.

Approach: Harris will provide the County with knowledgeable staff who are familiar with construction activities to be performed on the project. Using Expedition, Harris will document the contractors' daily activities, manpower, equipment and items considered pertinent to the projects. The construction manager will review daily reports and provide instruction to inspectors on ways to improve their daily reports. We will provide documentation of labor, materials, and equipment each day in various sections of the project. Harris will review progress payment against inspectors' quantity sheets and measured quantities and check percent complete in the field and resolve differences with the contractor.

Assumptions:

- County will not unreasonably withhold approval of the inspectors proposed by Harris.
- All inspections will be within the project limits.

Deliverables:

- Daily inspection reports.
- Concrete placement reports.
- Miscellaneous reports deemed necessary by the resident engineer/construction manager and with the concurrence of the County construction manager.

## 2.7 Claims Management

Purpose: Assist the County in defending against contractor's construction claims.

Approach: Harris will review contractor's claim documentation for merit and/or entitlement. Harris will meet with County project staff to gather their perspective of the claims. Harris will analyze the contractor's CPM schedule for County-caused delays and time impacts. Labor productivity and costs will be evaluated, if appropriate, and recommendations will be prepared for the County.

Assumptions:

- County will provide all documents and records for review by Harris.

Deliverables:

- Claims analysis and recommendations.
- Necessary documentation for use in dispute resolution hearings.

## 2.8 Record Drawings

Purpose: Provide the County with accurate record drawings for the project.

Approach: Harris will monitor contractors' required record drawings on a monthly basis. In addition to monitoring the contractor's drawings, Harris will maintain a copy of the contract plans for the project. Harris will attempt to include items that are not normally shown on the contractor's set of record drawings. This information is not necessarily construction related, but is project related and may be important in future maintenance and/or construction projects.

Assumptions:

- The County will be responsible for making the changes to the drawings prepared by its design engineers.
- Harris will assist the design engineers in answering its questions regarding the record drawings.
- Contract documents will require contractor to maintain redline as-built drawings.

Deliverables:

- One set of marked-up contract drawings. This set will be in addition to the contractor's marked-up set of contract drawings.

## 3.1 Close-out

Purpose: Provide the County with all documentation and history of the construction contract.

Approach: Harris will use a systematic approach of document review the documents and will provide the following:

1. Summary of all project costs
2. Outstanding contract change orders resolution
3. Recommendations for any global settlements
4. Approach with the County for dispute resolution and/or arbitration assistance/support
5. Copy of contractor's performance bond, good for the warranty period

Assumptions:

- County will prepare and file contract Notice of Completion and Acceptance of Work.

Deliverables:

- Final project report.

## 3.2 Final Project Report

Purpose: Provide the County with a written history of the construction contract.

Approach: Harris will review the project documents and prepare a written report for the County. At a minimum, the report will include the following:

1. Names of all organizations involved with the projects, i.e, County managers, resident engineer/ construction manager, contractor, and any other parties that may have a significant part in the construction of the projects.
2. Chronological history of the construction effort, to include all significant dates.
3. Contract amounts at bid time with all other bids in tabular form.
4. Change order history, to include summary statement about each change, negotiated cost of each change and other information deemed necessary by Harris and the County's construction manager.

5. Summary of Requests for Information, in tabular or matrix form.
6. Summary of outstanding claims not resolved when the notice of completion is filed.
7. Summary of final contract amount.
8. "Lessons learned."

Assumptions:

- County will provide input to Harris regarding the form of the final report.

Deliverables:

- One project report for each construction project. One hard copy and one electronic file will be provided.

### **3.3 Final Payment**

Purpose: Provide the County with the final contract cost and final balance due to the contractor.

Approach: Following completion of the contract work, Harris will determine the final quantities and cost of all unit price work and the final costs of all approved change order work. We will prepare a final balancing change order quantifying the final contract amount for the County and contractor.

Assumptions:

- There are no outstanding issues or claims.
- The County is responsible for filing Notice of Completion and addressing all subcontractor claims prior to release of final payment.

Deliverables:

- Final balancing change order.
- Final payment estimate.

# Appendix A: Scope of Work

## Typical Scope of Work

We will tailor the following scope of work to fit the needs of the County's individual projects.

### 1.1 Assist in Evaluation of Bids Received

**Purpose:** Assist the County in determining the lowest responsive, responsible bidder.

**Approach:** After bids have been opened, Harris will check all bids for mathematical accuracy, and correct errors in accordance with instructions contained in the bid documents. All bids will be reviewed for required bidders bond, list of subcontractors, DBE participation, signatures, and other items to be submitted with the bid. Harris will prepare a tabular listing of bidders from lowest to highest, and prepare documentation for the County recommending award to the lowest responsive, responsible bidder.

**Assumptions:**

- The bid documents are complete, and adequate for their intended purpose.
- The bidders are responsible for the accuracy of their bids.
- The County is responsible to assure adequate funding prior to bid award.

**Deliverables:**

- Tabular list of bidders, listed in order from lowest to highest.
- Documentation in the County's format recommending award to the lowest bidder.

### 1.2 Review Contract Plans, Specifications, Permits, and Agreements

**Purpose:** Identify potential areas within the contract documents that may require clarification prior to bid, recognizing that there are potential benefits to the County to resolve potential cost or schedule issues prior to the acceptance of bids.

**Approach:** Harris will review contract documents for biddability and constructability. Our evaluation will

include reviewing plans and specifications for problem areas that could lead to delays, disputes, and change orders during construction. We will also review plans and specifications for problems that could arise during the bid process.

**Assumptions:**

- Harris will not be responsible for errors or omissions that are not noted in its review of the plans and specifications.
- County and/or designer will determine which biddability/constructability comments, if any, are addressed prior to accepting bids.
- Harris is responsible for bringing discrepancies within the contract documents to the attention of the County but not to decide what information is correct.
- The decision to determine what information is correct is the prerogative of the designer and County.

**Deliverables:**

- Biddability/constructability comments.
- Review report.

### 1.3 Review Resident Engineers' Files

**Purpose:** Review the RE's complete project files. The files may contain memos from the design team and/or technical reports or studies.

**Approach:** Harris' RE or construction manager will obtain all of the County's RE's project files. Harris' RE will develop a spreadsheet that will outline the design memos for consistency and review of design intent and organization of the reports and studies. The spreadsheet will identify all items that need to be tracked, checked and/or monitored that were indicated in the reports or studies.

**Assumptions:**

- The County will make all the resident engineers' files available to Harris personnel.

**Deliverables:**

- Spreadsheet identifying all pertinent project data requiring follow-up action.

- Completed spreadsheet, including completed action items and all appropriate back-up.

## 1.4 Review Project Schedule

Purpose: Review the project schedule which includes pre-construction and utility relocations by others including notification timelines on all permits and agreements. Review will also be conducted upon receipt of the contractor's schedule and after approval of baseline schedule to ensure the project is not being delayed for reasons in the control of the contractor.

Approach: Harris will develop procedures using available software; review the project schedule for logic (logic ties), duration, accuracy of permit and/or agreements requirements, and utility relocations. We will apply these procedures to review the contractor's schedule for logic (logic ties), duration, and resource changes in the contractors' monthly updates. We will notify the contractor of changes and document responses. We will work with the County project manager to recommend schedule improvements. Harris will keep the County apprised of the construction schedule and changes found in the updates.

Assumptions:

- Contract specifications will require contractors to use Critical Path Method (CPM) for scheduling work. The preferred scheduling software is P3 or P6. Gant charts will be strictly forbidden.
- Schedule status reports will be a part of the monthly status report only.

Deliverables:

- Schedule status reports each month.

## 1.5 Attend Project Development Team Meetings

Purpose: Attendance of project development team meetings during design phases and/or pre-construction phase to begin introductions of key County staff and review of contract administrative procedures.

Approach: Harris will participate in project development team meetings to begin project participation. Harris' participation will establish intimate relationships and understandings for each specific project.

Assumptions:

- Harris will have been able to review project specific data prior to our attendance of the project development team meetings.

Deliverables:

- Meeting notes and/or minutes as directed by County staff.

## 1.6 Review material related to dispute resolution

Purpose: Assist the County by preparing for and assisting/attending dispute resolution meeting(s) when the County deems it necessary.

Approach: Harris will assist the County in developing a resolution to a dispute with contractor's methodologies, polices, and/or procedures.

Assumptions:

- Harris' construction manager will attend the meetings.
- Harris will attend meetings as stipulated by the County.
- Harris will begin work when notified by the County.

Deliverables:

- Recommendations for next steps toward resolving the area(s) of dispute.

## 1.7 Schedule, Coordinate, Host Pre-construction Meeting with the Contractor and County

Purpose: Provide a forum for all essential project participants to meet prior to the start of work. This meeting will outline the County's contract administration, introduce attendees, and record all comments and questions submitted by the contractor(s). This meeting will also provide an understanding of the procedures to be used on the project(s) and County and consultant expectations of the contractor.

Approach: Harris will schedule, prepare agenda, chair and take minutes of the pre-construction meeting. We will outline project specifics, and inform contractor of project administration procedures. We will invite all affected regulatory agencies, utilities, fire departments, police departments, and others to attend the meeting.

Assumptions:

- County will provide the meeting venue.
- County will assist Harris in developing the attendee list.
- Harris will prepare a draft agenda for County approval prior to the meeting.

Deliverables:

- Written agendas and minutes of pre-construction conferences.
- Forward electronic copies of pre-construction meeting minutes to the design engineer and attendees.

## 2.0 Mobilization

Purpose:

**Larger Projects** – Coordination with the contractor for field office space.

**Smaller Projects** – Coordination with the County to comprehend the space needed in order to administer the project.

Approach:

**Larger Projects** – Harris will work with the contractor to establish the proper arrangement of the field office space and/or equipment as required by the contract specifications.

**Smaller Projects** – Harris will discuss the appropriate approach with the County to administer the project and office space that may be needed, if any.

Assumptions:

- **Larger Projects** – The contract specifications will list and require the contractor to provide field office space with the appropriate furniture and equipment.
- **Smaller Projects** – Harris and the County will discuss the needs of office space for these project types.

Deliverables:

- **Large Projects** – Contractor-supplied furnished field office space with appropriate equipment.
- **Smaller Projects** – Coordination with County Staff.

## 2.1 Project Coordination and Correspondence

### 2.1.1 Coordinate with all Project Team Members

Purpose: Coordinate and assist with contractors, surveyors, material testing firms, design engineer, other agencies, utility companies, and other parties that are involved with and/or affected by the projects.

Approach: Harris will coordinate with all necessary parties that are involved in each project. All coordination issues will be tracked, developed, implemented and documented through the “issue log,” “Requests for Survey/Layout,” “Request for testing,” and the RFI process through the design engineer. Coordination between other agencies and utility companies will be via documented phone calls, coordination meetings on- and off-site, followed by written correspondence. Coordination with other parties may be separate independent meetings, other documented phone calls, and/or written communication.

Assumptions:

- County will attend and assist with coordination meetings.

Deliverables:

- Copies of all correspondence. Original written correspondence will remain with Harris until project close-out, at which time all originals will be forwarded to the County.

### 2.1.2 Communication and Correspondence

Purpose: Provide effective written and oral communications on behalf of the County to the contractor and other stakeholders in the administration of the contract.

Approach: At the pre-construction conference, Harris will obtain all pertinent information from the attendees to develop a project directory of all key personnel working on the projects. We will develop a flow chart depicting how correspondence is to be handled once received from the contractor or other stakeholders. We will log all information received from contractor and others in Contract Manager (or other software acceptable to the County), and in separate project files for action and distribution. We will then prepare appropriate responses and obtain County approval when required. All original correspondence will remain within the project files; only copies will be distributed, except for shop drawing submittals. The project team can have remote access to the correspondence and/or documentation at any time.

Assumptions:

- Harris, in coordination with the County, will develop the appropriate file index to be used for all correspondence received from the County, contractor, design team and others.



Deliverables:

- Logs of information received from the County, the contractor or others relating to the project.

### 2.1.3 Weekly Coordination Meetings

Purpose: Conduct weekly meetings with the contractor to discuss schedules; and status of RFQs, submittals, issues log, old and new business concerning the project, and any other business that is a concern of any party attending the meeting. These weekly meeting will keep everyone informed as to the status of the project and allow for discussions of issues that may influence project completion.

Approach: Harris will conduct weekly meetings with the contractor and the County to discuss project schedule and current and past issues that require action by someone other than the party raising the issue. Harris requests the contractors and the County to submit agenda items for the weekly coordination meetings. Using the proposed agenda items and agenda items developed in-house, Harris will prepare an agenda for the meeting and distribute to all parties in attendance. Harris will distribute previous meeting minutes and ask for concurrence of those in attendance or suggested corrections to the minutes. Minutes will then be filed as approved or amended.

Assumptions:

- County and contractor's staff will be able to meet on a regular basis with minimal absences.
- Meeting room will have the capacity to seat a minimum of 15 people.
- Meetings will not occur more than once per week and will not last longer than one hour.
- County will attend the meetings as a participant.
- Harris will take notes of discussion items.
- Contractor is required to submit a look-ahead schedule (2 or 3 week) at each weekly meeting.

Deliverables:

- Weekly agenda with status of open items from previous meetings.
- Weekly meeting minutes with action items noted.
- Meeting agenda.
- Meeting minutes and the 2 or 3 week look-ahead schedule (prepared by the contractors).
- Submittal, issues log, and RFI and RFQ working logs.

### 2.1.4 Labor Compliance Reviews

Purpose: Periodic reviews of the contractor and subcontractors certified payrolls.

Approach: When Harris is administering the entire construction contract, we will conduct periodic spot checks of contractors' certified payrolls for contract and funding compliance when required by Federal or State wage rate requirements.

Assumptions:

- The contractor will submit for periodic review the contractors and all subcontractors certified payrolls.
- The contractor, when required, will submit all certified payrolls, fringe benefits, and statement of non-performance electronically to the CMU using the electronic certified payroll (eCPR) system.

Deliverables:

- All documentation of labor compliance reviews.
- Field interview forms.
- Letters and review documents.

## 2.2 Schedule Management, Progress Meetings and Reports

Purpose: Monitor and review contractor's progress compared to the scheduled work after approval of the baseline schedule to ensure project is not being delayed for reasons under the control of the contractor.

Approach: Harris will analyze the contractors' schedule for slippage and report findings and recommendations to the County. We will determine the reasons for the slippage and determine if a "recovery schedule" is required of the contractor. We will notify the contractor of the findings and document responses for the record. We will keep the County apprised of the construction schedule and changes found in the updates.

Assumptions:

- Contract specifications will require contractors to use Critical Path Method (CPM) for scheduling work. The preferred scheduling software is P3 or SureTrak by Primavera. Gant charts will be strictly forbidden.
- Schedule status reports will be a part of the monthly status report only.

Deliverables:

- Weekly statement of working days.
- Schedule status reports each month with findings, recommendations, description of key issues, cost status, and schedule status.

## 2.3 Payment Recommendations

**Purpose:** Verify the contractor's request for payment does not represent more than the amount that is reasonable for the work completed on a monthly basis. This verification will require preparation of progress payment recommendations on behalf of the County for work completed and materials stored on hand (if allowed).

**Approach:** Harris, in coordination with the contractor, will develop a procedure that is acceptable to the County for monthly progress payments and the final payment. Harris will review contractors' payment requests and verify contractor pay quantities. Harris will also analyze difference over amount (if any). After approval of the payment request by Harris and the contractor, Harris will prepare payment documentation using Expedition software for approval and execution by the County.

**Assumptions:**

- Payments will be made to the contractor once each month.
- County will make payments in accordance with the contract stipulations and state law.
- Expedition software is acceptable to the County for preparing progress payments.

**Deliverables:**

- Contractor progress payment and final payment request.
- Cost summary and progress payment spreadsheet in the monthly status report.

## 2.4 Requests for Information

**Purpose:** At times, a contractor is unable to locate information that it deems critical to its construction activity. The efficient management of RFIs permits the timely communication between the designer and the contractor.

**Approach:** Harris will receive, log, and review all RFI's for completeness and verify the question is reasonable and understandable. Harris will provide a short technical review of the RFI to determine

if the issue is addressed adequately in the contract documents. Harris will return the RFI if the question is unclear or, in the opinion of Harris staff, the answer is contained in the contract documents. Harris will note where the requested information can be found in the contract documents. Harris will track RFI's by creating weekly logs, using the Contract Manager software (or a software acceptable to the County), to verify timely response from the design engineer. RFI's held longer than five days by the design engineer will be followed up with a telephone call to the appropriate person in that group.

**Assumptions:**

- Harris will not be held responsible for returning a RFI to the contractor in error or misunderstanding.
- The County's design engineer will respond with an answer to all RFIs within five working days after receipt from Harris. Facsimile will be used to forward RFI's to the design engineers.

**Deliverables:**

- Log of all RFIs and their status.
- Log of all RFI answers and their status.

### 2.4.1 Material Submittals

**Purpose:** Provide an efficient means of processing submittals between the contractor and the design engineer by providing the County with a brief, initial review of the contractor's shop drawing submittals before forwarding it to the design engineer.

**Approach:** Using Contract Manager (or electronic tracking system acceptable to the County), Harris will develop a submittal list for distribution to the contractor and the design engineer. We will track and submit suspense submittal logs at each coordination meeting and follow-up on all submittals that are nearing the end of the review period. Harris will question the contractor who has not provided re-submittals of shop drawings that have either been rejected or require additional information before the submittal may be approved for inclusion in the work. The following steps will be followed in reviewing the contractor's shop drawings:

1. Log all submittals by Specification number (i.e., 12.01, 12.04.01, etc.) into Contract Manager.
2. Ensure the contractor has provided a complete submittal and all deviations have been noted. Submittal is returned to the contractor if it is not complete.

3. Construction manager continues review for general compliance with the specification.
4. Submittal is forwarded to design engineer for formal review and acceptance.
5. Submittals are returned to Harris and the submittal status is logged into Expedition.
6. Submittals are returned to the contractor for use in work.
7. Harris to inform contractor if a resubmittal is required.

Assumptions:

- Harris will not be responsible for errors or omissions in any submittal lists; this is the responsibility of the County's construction contractor.
- Harris will not incur any costs against it because of Assumption No. 1.
- Harris will not make an exhaustive review of contractor(s) submittals.

Deliverables:

- Monthly status logs of project submittals.
- Status log of all submittals in the Contract Manager database.
- Log of accepted submittals.
- Log of submittals in review.
- Log of submittals that are not approved and will require resubmission by the contractor.
- Final log of submittals and status at end of construction.

## 2.5 Contract Change Order (CCOs)

Purpose: Provide an easily retrievable system for managing all changes on the projects, regardless of who initiates the change.

Approach: Harris will review potential change orders for contractual and technical merit. We will prepare independent cost estimates and schedule analysis of work if necessary, and negotiate change order costs with the contractor, as needed. Harris will prepare change orders, with all required support documentation, for execution by the County. We will keep the County apprised of cumulative changes in cost and time and the impact of these on the overall project.

Assumptions:

- The County, while consulting with the design engineers, will provide appropriate direction to Harris regarding direction on the preferred route in managing certain aspects of change orders. Harris will be allowed to use its sole judgment on how best to manage cost negotiations with the contractors.

Deliverables:

- Independent cost estimates.
- Change orders ready for execution.
- Change order summary reports.

## 2.6 Construction Observation/Inspection Services

Purpose: Provide the County with documentation of construction activities, duration, and work conditions.

Approach: Harris will provide the County with knowledgeable staff who are familiar with construction activities to be performed on the project. Using Expedition, Harris will document the contractors' daily activities, manpower, equipment and items considered pertinent to the projects. The construction manager will review daily reports and provide instruction to inspectors on ways to improve their daily reports. We will provide documentation of labor, materials, and equipment each day in various sections of the project. Harris will review progress payment against inspectors' quantity sheets and measured quantities and check percent complete in the field and resolve differences with the contractor.

Assumptions:

- County will not unreasonably withhold approval of the inspectors proposed by Harris.
- All inspections will be within the project limits.

Deliverables:

- Daily inspection reports.
- Concrete placement reports.
- Miscellaneous reports deemed necessary by the resident engineer/construction manager and with the concurrence of the County construction manager.

## 2.7 Claims Management

Purpose: Assist the County in defending against contractor's construction claims.

Approach: Harris will review contractor's claim documentation for merit and/or entitlement. Harris will meet with County project staff to gather their perspective of the claims. Harris will analyze the contractor's CPM schedule for County-caused delays and time impacts. Labor productivity and costs will be evaluated, if appropriate, and recommendations will be prepared for the County.

Assumptions:

- County will provide all documents and records for review by Harris.

Deliverables:

- Claims analysis and recommendations.
- Necessary documentation for use in dispute resolution hearings.

## 2.8 Record Drawings

Purpose: Provide the County with accurate record drawings for the project.

Approach: Harris will monitor contractors' required record drawings on a monthly basis. In addition to monitoring the contractor's drawings, Harris will maintain a copy of the contract plans for the project. Harris will attempt to include items that are not normally shown on the contractor's set of record drawings. This information is not necessarily construction related, but is project related and may be important in future maintenance and/or construction projects.

Assumptions:

- The County will be responsible for making the changes to the drawings prepared by its design engineers.
- Harris will assist the design engineers in answering its questions regarding the record drawings.
- Contract documents will require contractor to maintain redline as-built drawings.

Deliverables:

- One set of marked-up contract drawings. This set will be in addition to the contractor's marked-up set of contract drawings.

## 3.1 Close-out

Purpose: Provide the County with all documentation and history of the construction contract.

Approach: Harris will use a systematic approach of document review the documents and will provide the following:

1. Summary of all project costs
2. Outstanding contract change orders resolution
3. Recommendations for any global settlements
4. Approach with the County for dispute resolution and/or arbitration assistance/support
5. Copy of contractor's performance bond, good for the warranty period

Assumptions:

- County will prepare and file contract Notice of Completion and Acceptance of Work.

Deliverables:

- Final project report.

## 3.2 Final Project Report

Purpose: Provide the County with a written history of the construction contract.

Approach: Harris will review the project documents and prepare a written report for the County. At a minimum, the report will include the following:

1. Names of all organizations involved with the projects, i.e., County managers, resident engineer/construction manager, contractor, and any other parties that may have a significant part in the construction of the projects.
2. Chronological history of the construction effort, to include all significant dates.
3. Contract amounts at bid time with all other bids in tabular form.
4. Change order history, to include summary statement about each change, negotiated cost of each change and other information deemed necessary by Harris and the County's construction manager.

5. Summary of Requests for Information, in tabular or matrix form.
6. Summary of outstanding claims not resolved when the notice of completion is filed.
7. Summary of final contract amount.
8. "Lessons learned."

Assumptions:

- County will provide input to Harris regarding the form of the final report.

Deliverables:

- One project report for each construction project. One hard copy and one electronic file will be provided.

### **3.3 Final Payment**

Purpose: Provide the County with the final contract cost and final balance due to the contractor.

Approach: Following completion of the contract work, Harris will determine the final quantities and cost of all unit price work and the final costs of all approved change order work. We will prepare a final balancing change order quantifying the final contract amount for the County and contractor.

Assumptions:

- There are no outstanding issues or claims.
- The County is responsible for filing Notice of Completion and addressing all subcontractor claims prior to release of final payment.

Deliverables:

- Final balancing change order.
- Final payment estimate.

**EXHIBIT C**

**CONSULTANTS FEE SCHEDULE**

# Section 5: Estimated Billing Rates

## Harris & Associates' Range of Hourly Rates

Applicable to "On-Call Construction Management/Construction Inspection Services for Future Projects" for Stanislaus County

Effective January 1 - December 31, 2014

Construction Management	Hourly Rate
Project Directors	\$210-240
Project Managers	\$150-210
Construction Managers	\$125-220
Resident Engineers/Structure Representatives	\$120-210
Construction Engineers	\$110-200
Scheduling Engineers	\$110-190
Cost Engineers	\$110-190
Inspectors*	\$100-175
Technicians	\$ 90-160
Administration	\$ 75-125

**Notes:** Unless otherwise indicated in the cost proposal, hourly rates include most direct costs such as travel, equipment, computers, communications and reproduction (except large quantities such as construction documents for bidding purposes).

\*Inspectors working in the State of California are subject to the Prevailing Wage Rates established for that area.

All subconsultant charges are subject to a 10% markup.

# STANISLAUS COUNTY

## ADDENDUM

### TO PROFESSIONAL DESIGN SERVICES MASTER AGREEMENT for On-Call Construction Management and Inspection Services Relating to Federally Funded Projects

\*\*\*\*\*

In addition to, and notwithstanding, the requirements set forth in the Professional Design Services Master Agreement, CONSULTANT agrees to the following:

#### 1. CERTIFICATION OF CONSULTANT, COMMISSIONS & FEES

Exhibit 10-F – (attachment)

#### 2. CONFIDENTIALITY OF DATA

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

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

C. The CONSULTANT shall not comment publicly to the press or any other media regarding the contract or the COUNTY's actions on the same, except to the COUNTY's staff, CONSULTANT's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.

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

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

#### 3. CONFLICT OF INTEREST

A. The CONSULTANT shall disclose any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this



agreement, or any ensuing COUNTY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this agreement, or any ensuing COUNTY construction project, which will follow.

- B. The CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this agreement.
- C. Any subcontract in excess of \$25,000 entered into as a result of this agreement, shall contain all of the provisions of this Article.
- D. The CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with the CONSULTANT will bid on any construction agreement, or on any agreement to provide construction inspection for any construction project resulting from this agreement. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- E. Except for subcontractors whose services are limited to providing surveying or materials testing information, no subcontractor who has provided design services in connection with this agreement shall be eligible to bid on any construction agreement, or on any agreement to provide construction inspection for any construction project resulting from this agreement.

**4. CONSULTANT'S ENDORSEMENT OF PS&E/OTHER DATA:**

- A. The CONSULTANT/engineer shall sign all Plans, Specifications and Estimates (PS&E) and engineering data furnished under the contract including registration number.

**5. COST PRINCIPLES**

- A. The CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the allowability of cost individual items.
- B. The CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to the COUNTY.

**6. COST PROPOSAL**

The Cost Proposal is subject to an audit or Certified Public Accountant (CPA) Indirect Cost (Overhead) Audit Workpaper Review. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the COUNTY's Contract Manager to conform to the Workpaper Review recommendations or audit recommendations. The CONSULTANT agrees that individual terms of cost identified in the audit report shall be incorporated into the Agreement by this reference if directed by the COUNTY at its sole discretion. Refusal by the CONSULTANT to incorporate the Workpaper Review recommendations or audit recommendations will be considered a breach of the Agreement terms and cause for termination of the Agreement.

**7. DEBARMENT AND SUSPENSION CERTIFICATION**

- A. The CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT has complied with Title 49, Code of Federal Regulations, Part 29, Debarment and Suspension Certificate, which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the COUNTY.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

**8. FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES**

Exhibit 17-F – (attachment)

**9. EQUIPMENT PURCHASE**

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

- B. For purchase of any item, service or consulting work not covered in the CONSULTANT'S Cost Proposal and exceeding \$5,000 prior authorization by the COUNTY; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this agreement is subject to the following: "The CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the COUNTY shall receive a proper refund or credit at the conclusion of the agreement, or if the agreement is terminated, the CONSULTANT may either keep the equipment and credit the COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures; and credit the COUNTY in an amount equal to the sales price. If the CONSULTANT elects to keep the equipment, fair market value shall be determined at the CONSULTANT'S expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by the COUNTY and the CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the COUNTY."
- D. All subcontracts in excess \$25,000 shall contain the above provisions.

## **10. FUNDING REQUIREMENTS**

- A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the agreement were executed after that determination was made.
- B. This agreement is valid and enforceable only, if sufficient funds are made available to the COUNTY for the purpose of this contract. In addition, this agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature or COUNTY governing board that may affect the provisions, terms, or funding of this contract in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.

- D. The COUNTY has the option to void the contract under the 30-day cancellation clause, or by mutual agreement to amend the contract to reflect any reduction of funds.

## **11. INSPECTION OF WORK**

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

## **12. NONDISCRIMINATION**

- A. During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:
- B. Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, “DOT”) Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter “FHWA”) Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- C. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color or national origin, sex, age, and disability/handicap and low income in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- D. Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contract for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor’s obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap and low income.
- E. Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and

shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the COUNTY or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the COUNTY, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

- F. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the COUNTY shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
- G. Withholding of payments to the contractor under the contract until the contractor complies, and/or
- H. Cancellation, termination or suspension of the contract, in whole or in part.
- I. Incorporation of Provisions: The contractor shall include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the COUNTY or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that , in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the COUNTY to enter into such litigation to protect the interests of the COUNTY, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

### **13. PERFORMANCE PERIOD**

- A. This agreement shall go into effect on May 13, 2014, contingent upon approval by the COUNTY, and the CONSULTANT shall commence work after notification to proceed by the COUNTY. The agreement shall end on May 13, 2017, unless extended by agreement amendment.
- B. The CONSULTANT is advised that any recommendation for agreement award is not binding on the COUNTY until the agreement is fully executed and approved by the COUNTY.

### **14. PROHIBITION OF EXPENDING LOCAL AGENCY, STATE OR FEDERAL FUNDS FOR LOBBYING CLAUS**

- A. The CONSULTANT certifies to the best of his or her knowledge and belief that:
- B. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
- C. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- E. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

**15. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION (LOBBYING CLAUSE)**

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

**16. REIMBURSEMENT OF TRAVEL & SUBSISTENCE**

COUNTY agrees to pay pre-approved travel and subsistence expenses per the COUNTY's Travel Policy.

**17. RETENTION OF RECORDS/AUDIT**

A. For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; the CONSULTANT, subcontractors, and the COUNTY shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the agreement, including but not limited to, the costs of administering the agreement. All parties shall make such materials available at their respective offices at all reasonable times during the agreement period and for three years from the date of final payment under the agreement. The state, the State Auditor, COUNTY, FHWA, or any duly authorized representative of the federal government shall have access to any books, records, and documents of the CONSULTANT that are pertinent to the agreement for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

B. Subcontracts in excess of \$25,000 shall contain this provision.

~~**18. SALARY ESCALATION**~~

~~The CONSULTANT will be allowed salary increases as shown in EXHIBIT C.~~

**19. STATE PREVAILING WAGE RATES**

A. The CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 177, and all federal, state, and local laws and ordinances applicable to the work.

B. Any subcontract entered into as a result of this contract if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

**20. SUBCONSULTANT DBE PARTICIPATION**

Exhibit 10-J – (attachment)

**21. SUBCONTRACTING**

- A. The CONSULTANT shall perform the services with resources available within its own organization; and no portion of the work pertinent to this agreement shall be subcontracted without written authorization by the COUNTY, except that, which is expressly identified in the approved Cost Proposal.
- B. Any subcontract in excess of \$25,000 entered into as a result of this agreement, shall contain all the provisions stipulated in this agreement to be applicable to subcontractors.
- C. Any substitution of subcontractors must be approved in writing by the COUNTY.

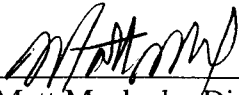
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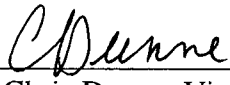


IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by and through their respective authorized officers:

COUNTY OF STANISLAUS

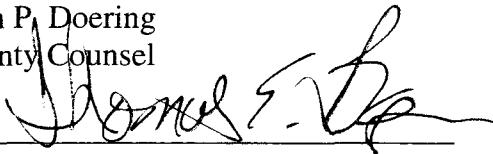
HARRIS & ASSOCIATES

By:   
Matt Machado, Director  
Department of Public Works

By:   
Chris Dunne, Vice President  
Practice Leader, Construction Management

APPROVED AS TO FORM:

John P. Doering  
County Counsel

By:   
Thomas E. Boze  
Deputy County Counsel

# ATTACHMENTS

**EXHIBIT 10-F CERTIFICATION OF CONSULTANT, COMMISSIONS & FEES**

I HEREBY CERTIFY that I am the \_\_\_\_\_, and duly authorized representative of the firm of \_\_\_\_\_, whose address is \_\_\_\_\_, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract; nor
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract; nor
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this contract.

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

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

**Distribution:** 1) Local Agency Project File (Original & Contract)  
2) DLAE (with contract copy)

**EXHIBIT 10-J STANDARD CONTRACT PROVISIONS FOR SUBCONSULTANT/DBE PARTICIPATION****1. Subconsultants**

- A. Nothing contained in this Contract or otherwise, shall create any contractual relation between the Agency and any subconsultants, and no subcontract shall relieve the Consultant of his/her responsibilities and obligations hereunder. The Consultant agrees to be as fully responsible to the Agency for the acts and omissions of its subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Consultant. The Consultant's obligation to pay its subconsultants is an independent obligation from the Agency's obligation to make payments to the Consultant.
- B. Any subcontract in excess of \$25,000, entered into as a result of this Contract, shall contain all the provisions stipulated in this Contract to be applicable to subconsultants.
- C. Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to the Consultant by the Agency.
- D. Any substitution of subconsultants must be approved in writing by the Agency's Contract Administrator in advance of assigning work to a substitute subconsultant.

**2. Disadvantaged Business Enterprise (DBE) Participation**

- A. This Contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Proposers who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. If the contract has a DBE goal, the Consultant must meet the goal by committing DBE participation or document a good faith effort to meet the goal. If a DBE subconsultant is unable to perform, the Consultant must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met. A DBE is a firm meeting the definition of a DBE as specified in 49 CFR.
- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT- assisted agreements. Failure by the Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the local agency deems appropriate.
- D. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.
- E. A DBE may be terminated only with prior written approval from the local agency and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting local agency consent for the termination, the prime consultant must meet the procedural requirements specified in 49 CFR 26.53(f).

**3. Performance of DBE Consultant and other DBE Subconsultants/Suppliers**

- A. A DBE performs a commercially useful function when it is responsible for execution of the work of the Contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Contract is commensurate with the work it is actually performing; and other relevant factors.
- B. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- C. If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its Contract with its own work force, or the DBE subcontracts a greater portion of the work of the Contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

**4. Prompt Payment of Funds Withheld to Subconsultants**

- A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.  
*(Local agency to include either B, C, or D below; delete the other two.)*
- B. No retainage will be withheld by the Agency from progress payments due the prime Consultant. Retainage by the prime Consultant or subconsultants is prohibited, and no retainage will be held by the prime Consultant from progress due subconsultants. Any violation of this provision shall subject the violating prime Consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime Consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime Consultants and subconsultants.
- C. No retainage will be held by the Agency from progress payments due the prime Consultant. Any retainage held by the prime Consultant or subconsultants from progress payments due subconsultants shall be promptly paid in full to subconsultants within 30 days after the subconsultant's work is satisfactorily completed. Federal law (49 CFR26.29) requires that any delay or postponement of payment over the 30 days may take place only for good cause and with the Agency's prior written approval. Any violation of this provision shall subject the violating prime Consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultant and subconsultants.

- D. The Agency shall hold retainage from the prime consultant and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime consultant based on these acceptances. The prime consultant, or subconsultant, shall return all monies withheld in retention from a subconsultant within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49 CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime Consultant, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultant and subconsultants.

#### **5. DBE Records**

- A. The Consultant shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- B. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants," CEM-2402F (Exhibit 17-F, Chapter 17, of the LAPM), certified correct by the Consultant or the Consultant's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in 25 percent of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Consultant when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Administrator.

#### **6. DBE Certification and Decertification Status**

If a DBE subconsultant is decertified during the life of the Contract, the decertified subconsultant shall notify the Consultant in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify the Consultant in writing with the date of certification. Any changes should be reported to the Agency's Contract Administrator within 30 days.

Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION  
**FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES  
 (DBE), FIRST-TIER SUBCONTRACTORS**

**ADA Notice**  
 For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814

CEM-2402F (REV 02/2008)

CONTRACT NUMBER		COUNTY	ROUTE	POST MILES	FEDERAL AID PROJECT NO.	ADMINISTERING AGENCY	CONTRACT COMPLETION DATE
PRIME CONTRACTOR				BUSINESS ADDRESS			ESTIMATED CONTRACT AMOUNT \$
ITEM NO.	DESCRIPTION OF WORK PERFORMED AND MATERIAL PROVIDED	COMPANY NAME AND BUSINESS ADDRESS	DBE CERT. NUMBER	CONTRACT PAYMENTS			DATE OF FINAL PAYMENT
				NON-DBE	DBE	DATE WORK COMPLETE	
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
ORIGINAL COMMITMENT			TOTAL	\$	\$		
DBE							

List all First-Tier Subcontractors, Disadvantaged Business Enterprises (DBEs) regardless of tier, whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at time of award, provide comments on back of form. List actual amount paid to each entity.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

CONTRACTOR REPRESENTATIVE'S SIGNATURE	BUSINESS PHONE NUMBER	DATE
<b>TO THE BEST OF MY INFORMATION AND BELIEF, THE ABOVE INFORMATION IS COMPLETE AND CORRECT</b>		
RESIDENT ENGINEER'S SIGNATURE	BUSINESS PHONE NUMBER	DATE

Copy Distribution-Caltrans contracts:      **Original** - District Construction      **Copy**- Business Enterprise Program      **Copy**- Contractor      **Copy** Resident Engineer  
 Copy Distribution-Local Agency contracts:      **Original** - District Local Assistance Engineer (submitted with the Report of Expenditure)      **Copy**- District Local Assistance Engineer      **Copy**- Local Agency file

**Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors**

FINAL REPORT – UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE), FIRST-TIER SUBCONTRACTORS  
CEM 2402(F) (Rev. 02/2008)

The form requires specific information regarding the construction project: Contract Number, County, Route, Post Miles, Federal-aid Project No., the Administering Agency, the Contract Completion Date and the Estimated Contract Amount. It requires the prime contractor name and business address. The focus of the form is to describe who did what by contract item number and descriptions, asking for specific dollar values of item work completed broken down by subcontractors who performed the work both DBE and non-DBE work forces. DBE prime contractors are required to show the date of work performed by their own forces along with the corresponding dollar value of work.

The form has a column to enter the Contract Item No. (or Item No's) and description of work performed or materials provided, as well as a column for the subcontractor name and business address. For those firms who are DBE, there is a column to enter their DBE Certification Number. The DBE should provide their certification number to the contractor and notify the contractor in writing with the date of the decertification if their status should change during the course of the project.

The form has six columns for the dollar value to be entered for the item work performed by the subcontractor.

The Non-DBE column is used to enter the dollar value of work performed for firms who are not certified DBE.

The decision of which column to be used for entering the DBE dollar value is based on what program(s) status the firm is certified. This program status is determined by the California Unified Certification Program by ethnicity, gender, ownership, and control issues at time of certification. To confirm the certification status and program status, access the Department of Transportation Civil Rights web site at: <http://www.dot.ca.gov/hq/bep> or by calling (916) 324-1700 or the toll free number at (888) 810-6346.

Based on this DBE Program status, the following table depicts which column to be used:

DBE Program Status	Column to be used
If program status shows DBE only with no other programs listed	DBE

If a contractor performing work as a DBE on the project becomes decertified and still performs work after their decertification date, enter the total dollar value performed by this contractor under the appropriate DBE identification column.

If a contractor performing work as a non-DBE on the project becomes certified as a DBE, enter the dollar value of all work performed after certification as a DBE under the appropriate identification column.

Enter the total of each of the six columns in Form CEM-2402(F).

Any changes to DBE certification must also be submitted on Form-CEM 2403(F).

Enter the Date Work Completed as well as the Date of Final Payment (the date when the prime contractor made the "final payment" to the subcontractor for the portion of work listed as being completed).

The contractor and the resident engineer sign and date the form indicating that the information provided is complete and correct.