

AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES
FOR
REPLACEMENT OF HARBIN CREEK BRIDGE AT HARBIN SPRINGS ROAD (14C-0111)
IN LAKE COUNTY, CALIFORNIA

This Agreement is made and entered into this _____ day of _____, 2017, by and between the COUNTY of Lake, hereinafter referred to as "COUNTY", and The Hanna Group, hereinafter referred to as "CONSULTANT".

WHEREAS, COUNTY has identified a need to replace the Harbin Creek Bridge at Harbin Springs Road (14C-0111); and

WHEREAS, construction management services will be required for the above-mentioned bridge, hereinafter referred to as "PROJECT"; and

WHEREAS, CONSULTANT is a licensed professional Civil Engineer in the State of California and is qualified and willing to provide said services.

NOW, THEREFORE, it is mutually agreed by the parties as follows:

I.
SCOPE OF SERVICES

- A. CONSULTANT shall perform the services described in Exhibit "A", attached hereto and incorporated herein by this reference hereinafter called Scope of Work. In the event of a conflict between this Agreement and Exhibit "A", the provisions of this Agreement shall control.
- B. Time of Beginning and Completion of Services: Work on the PROJECT shall begin no later than five (5) calendar days after CONSULTANT's receipt of a COUNTY issued Notice to Proceed. CONSULTANT shall perform services within the times or by the dates provided in Exhibit "A", which by reference is made a part hereof, except that, if applicable, the schedule may be adjusted to reflect any delay in issuance of the Notice to Proceed, or other delay factors not subject to CONSULTANT control.

II.
COUNTY'S RESPONSIBILITIES

The COUNTY's responsibilities will include the payment for the CONSULTANT's services and the time period within which payment must be made. Additionally, the COUNTY may agree to provide certain information, documents, work space, and/or materials.

- A. COUNTY Furnished Data: COUNTY will provide to CONSULTANT all data in COUNTY's possession relating to CONSULTANT's services on the PROJECT.
- B. Access to Facilities and Property: COUNTY will make its facilities accessible to CONSULTANT as required for CONSULTANT's performance of its services. COUNTY will be responsible for all acts of COUNTY's personnel.
- C. Advertisements, Permits, and Access: Unless otherwise agreed to in the Scope of Services, COUNTY will obtain, arrange and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for CONSULTANT's services.
- D. Timely Review: COUNTY will examine CONSULTANT's studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor,

accountant, auditor, bond and financial advisors, and other consultants as COUNTY deems appropriate; and render in writing decisions required by COUNTY in a timely manner.

- E. Prompt Notice: COUNTY will give prompt written notice to CONSULTANT whenever COUNTY observes or becomes aware of any development that affects the scope or timing of CONSULTANT's services, or of any defect in the work of CONSULTANT.
- F. Environmental Clearances: COUNTY will be responsible for all environmental clearances.
- G. Asbestos or Hazardous Substances and Indemnification: If asbestos or hazardous substances in any form are encountered or suspected, CONSULTANT will stop its own work in the affected portions of the PROJECT to permit testing and evaluation.

If asbestos is suspected, CONSULTANT will if requested, manage the asbestos remediation activities using a qualified subcontractor at an additional fee and contract terms to be negotiated.

To the maximum extent permitted by law, COUNTY will indemnify CONSULTANT and CONSULTANT's officers, employees, subcontractors, and affiliated corporations from all claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation or dispute resolution expenses arising out of or relating to the presence, discharge, release, or escape of hazardous substances, contaminants, or asbestos on, under, or from the PROJECT.

III.

CONSULTANT'S REPORT AND/OR MEETINGS

- A. The CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the COUNTY's Project Manager to determine if the CONSULTANT is performing to expectations or is on schedule, to provide communication of interim findings and to afford occasions for airing difficulties or special problems encountered so remedies can be developed.
- B. The CONSULTANT's Project Manager shall meet with the COUNTY's Project Manager as needed to discuss progress on the project(s).

IV.

SUBCONTRACTOR/DBE PARTICIPATION

A. Subcontractors

- 1. 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 persons 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.
- 2. 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.
- 3. Contractor shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to the Contractor by the Agency.
- 4. Any substitution of subcontractors must be approved in writing by the Agency's Contract Manager in advance of assigning work to a substitute subcontractor.

B. Disadvantaged Business Enterprise (DBE) Participation

1. 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.
2. 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 subconsultant, if the goal is not otherwise met.
3. 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 basis 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.
4. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

C. Performance of DBE Consultant and other DBE Subconsultants/Suppliers

1. 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.
2. 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.
3. 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.

D. Prompt Payment of Funds Withheld to Subcontractors

1. 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.

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

E. DBE Records

1. 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 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.
2. 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.

F. DBE Certification and Decertification Status:

If a DBE sub-consultant is decertified during the life of the Agreement, the decertified sub-consultant shall notify the Consultant in writing with the date of decertification. If a sub-consultant becomes a certified DBE during the life of the Agreement, the sub-consultant 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.

V. PREVAILING WAGE

- A. The CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, 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.

VI. COMPENSATION AND TERMS OF PAYMENT

Payment to CONSULTANT will be made as follows:

- A. **Invoices and Time of Payment:** Monthly invoices will be issued by CONSULTANT for all services performed under this Agreement. Invoices shall reference the project title and include a detailed breakdown of work items and unit costs by task and project site with a summary of all work completed to date and the cost of work remaining. Undisputed invoices shall be paid within 30 days of receipt. Each invoice will include a 5% retention amount.

Invoices shall be mailed to the Contract Manager, Fred Pezeshk, at the following address:

County of Lake
Public Works Department
255 N. Forbes Street, Room 309
Lakeport, California 95453
Attn: Fred Pezeshk

Upon satisfactory completion of services enumerated in ARTICLE I herein, the final payment of any balance will be due upon receipt of the final invoice. The final invoice should be submitted within 60-calendar days after completion of the CONSULTANT's work.

- B. **Interest:** Interest at the rate of 1-1/2% per month, or that permitted by law if lesser, will be charged on all past-due amounts starting thirty (30) days after receipt of invoice and required documentation. Payments will first be credited to interest and then to principal.

In the event of a disputed or contested billing, only that portion so contested will be withheld from payment, and the undisputed portion will be paid. COUNTY will exercise reasonableness in contesting any bill or portion thereof. No interest will accrue on any contested portion of the billing until mutually resolved.

If COUNTY fails to make payment in full to CONSULTANT for services within sixty (60) days of the date due for any uncontested billing, CONSULTANT may, after giving seven (7) days written notice to COUNTY, suspend services under this Agreement until paid in full, including interest. In the event of suspension of services, CONSULTANT will have no liability to COUNTY for delays or damages caused COUNTY because of such suspension of services.

- C. **Compensation:** The method of payment for this contract will be based on actual cost plus a fixed fee. COUNTY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work set forth in Exhibit "A". Direct Costs for Sub Consultants will be billed as actual costs. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this Agreement.

CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds COUNTY's approved overhead rate set forth in the Cost Proposal. In the event, that COUNTY determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time or actual costs reimbursable by COUNTY shall be adjusted by contract amendment to accommodate the changed work.

For all services CONSULTANT shall be paid in accordance with the budget set forth in Exhibit "B", provided however that the total payments to CONSULTANT shall not exceed \$284,936.81 without prior written authorization by COUNTY and formal Amendment to this Agreement.

In addition to the allowable incurred costs, COUNTY will pay CONSULTANT a fixed fee of \$16,133.07. The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.

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

VII. **TERM**

This Agreement shall commence on the date hereinabove entered into and shall terminate on December 31, 2019, unless earlier terminated as hereinafter provided. This term may be extended an appropriate period of time in case of unavoidable delays and for consideration of corresponding warranted

adjustments in payment by modification of this agreement as hereafter provided.

VIII. **DUE PERFORMANCE - DEFAULT**

Each party to this Agreement undertakes the obligation that the other's expectation of receiving the performance due under the terms of this Agreement will not be impaired. Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default. If the party in default does not cure the default within ten (10) days of the date of that notice (i.e. the time to cure) then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure shall be in writing executed by both parties and must specify the reason(s) for the extension and the date the extension of time to cure expires.

Notice given under this provision shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable time period. No such notice shall be deemed a termination of this Agreement, unless the party giving notice so elects in that notice, or so elects in a subsequent written notice after the time to cure has expired.

IX. **TERMINATION**

This Agreement may be terminated as follows:

- A. By mutual written consent of the parties; or
- B. By COUNTY or Director of Public Works upon thirty (30) days written notice to CONSULTANT.

Upon termination prior to the full and satisfactory completion of CONSULTANT's performance under this Agreement, COUNTY shall not be liable to pay CONSULTANT the total compensation set forth in Article VI of this Agreement, but CONSULTANT shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the CONSULTANT covered by this Agreement. Upon termination of this contract, ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this contract will automatically be vested in the COUNTY, and no further agreement will be necessary to transfer ownership to the COUNTY.

X. **INSURANCE**

CONSULTANT shall not commence work under this Agreement until he has obtained all the insurance required herein, certificates of insurance have been submitted to COUNTY, and said insurance has been approved by COUNTY. The certificates of insurance shall contain a provision that coverage afforded under the policies will not be cancelled until at least thirty (30) days prior written notice has been given to COUNTY, ten (10) days' notice if cancellation is due to nonpayment of premium.

CONSULTANT shall not allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been obtained.

Any failure of CONSULTANT to maintain the insurance required by this provision, or to comply with any of the requirements of this provision, shall constitute a material breach of the entire Agreement. COUNTY shall not be responsible for any premiums or assessments on the policy.

Certificates evidencing the issuance of the following insurance shall be filed with COUNTY within ten (10) days after the date of execution of this Agreement by CONSULTANT and prior to commencement of work hereunder.

- A. **Compensation Insurance.** CONSULTANT shall procure and maintain, at CONSULTANT's own

expense during the term hereof, Workers' Compensation Insurance and Employer's Liability Insurance as required by the State of California, for all employees to be engaged in work. In any case of such work sublet, CONSULTANT shall require subcontractor similarly to provide Employer's Liability Insurance and Workers' Compensation Insurance for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by CONSULTANT's Workers' Compensation Insurance and Employer's Liability Insurance. Employer's Liability Insurance shall be in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.

- B. **Commercial General Liability.** CONSULTANT shall procure and maintain, at CONSULTANT's own expense during the term hereof, upon himself and his employees at all times during the course of this Agreement, Commercial General Liability Insurance (Occurrence Form CG 0001) for bodily injury, personal injury, and broad form property damage, in an amount of not than One Million dollars (\$1,000,000.00) combined single limit coverage per occurrence, including but not limited to endorsements for the following coverages: Personal and advertising injury, Premises-operations, Products and completed operations, Blanket contractual, and Independent CONSULTANT's liability. If such policy includes an aggregate limit, such aggregate limit shall be at least double the per occurrence limit required herein.
- C. **Automobile Liability Insurance.** CONSULTANT shall procure and maintain, at CONSULTANT's own expense during the term hereof, Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased, and non-owned vehicles used in connection with CONSULTANT's business in an amount not less than One Million Dollars (\$1,000,000.00) combined single limit coverage per occurrence.
- D. **Professional Liability Insurance.** CONSULTANT shall procure and maintain, at CONSULTANT's own expense during the term hereof, Professional Liability Insurance for protection against claims arising out of the performance of services under this Agreement caused by errors, omissions, or other acts for which CONSULTANT, its employees, subcontractors, and agents, are liable. Said insurance shall be written with limits of not less than One Million Dollars (\$1,000,000.00). If said insurance is written on a "claims made" form, insurance shall be maintained and evidence of insurance must be provided for at least one (1) year after completion of the work under this Agreement.
- E. **Subcontractors.** CONSULTANT shall include all subcontractors as insured under the aforesaid policies or shall furnish separate certificates and endorsements to the COUNTY for each subcontractor which shall be subject to review and approval by COUNTY. All insurance coverages for subcontractors shall be subject to each of the requirements hereinabove and contain the additional insured endorsements required of CONSULTANT described with particularity hereinbelow.
- F. **Additional Insured Endorsement.** The Commercial General Liability and Automobile Liability Insurance must each contain, or be endorsed to contain, the following provision:

The COUNTY, its officers, officials, employees, and designated agents are to be covered as additional insureds and shall be added in the form of an endorsement to CONSULTANT's insurance on Form CG 20 10 11 85. CONSULTANT shall not commence work under this Agreement until he has had delivered to COUNTY the Additional Insured Endorsements required herein. This provision is not intended to extend to construction contractors contracted by the COUNTY to perform the work of improvement.

Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of California Civil Code Section 2782.

- G. **Other Insurance Provisions.** For any claims related to the work performed under this Agreement by CONSULTANT, the CONSULTANT's insurance coverage shall be primary insurance as to the COUNTY, its officers, officials, employees, designated agents and appointed volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, officials, employees, designated agents or appointed volunteers shall be in excess of the CONSULTANT's insurance and shall not

contribute with it.

Any deductibles or self-insured retentions must be declared to and approved by COUNTY. At the option of COUNTY, either CONSULTANT shall reduce or eliminate such deductibles or self-insurance retentions as they apply to COUNTY or CONSULTANT shall provide a financial guarantee satisfactory to COUNTY guaranteeing payment of losses and related investigations, claim administration, and defense and defense-related expenses.

Insurance coverage required of CONSULTANT under this Agreement shall be placed with insurers with a current A.M. Best rating of no less than A: VII.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the CONSULTANT for liability in excess of such coverage, nor shall it preclude COUNTY from taking other action as is available to it under any other provision of this Agreement or applicable law. Failure of COUNTY to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.

If any insurance coverage required by this Agreement is provided on a "Claims Made", rather than "occurrence" form, CONSULTANT agrees to maintain required coverage for a period of three years after the expiration of this Agreement (hereinafter, "Post Agreement Coverage") and any extensions thereof. CONSULTANT may maintain the required Post Agreement Coverage by renewal or purchase of prior acts or tail coverage. This subprovision is contingent upon Post Agreement Coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for Post Agreement Coverage shall be deemed to be reasonable.

COUNTY shall include a provision in its contract with the general contractor hired to perform the work of improvement a provision requiring that the general contractor and all of its subcontractors maintain general liability insurance of not less than \$1,000,000 and that such insurance include the COUNTY, its officers, officials, employees, designated agents, appointed volunteers and the CONSULTANT, as additional insureds.

XI. INDEMNIFICATION - HOLD HARMLESS

Each Party shall indemnify and hold the other harmless against all actions, claims, demands, and liabilities and against all losses, damage, cost, expenses, and attorney's fees, that arise out of, pertain to, or relate to its own negligent acts and/or omissions, recklessness, or willful misconduct which caused said claim, demand, liability, loss, damage, cost expense, and/or attorney's fees. This provision shall not extend to any claim, demand, liability, loss, damage, cost, expenses, and/or attorney's fees covered by the insurance of either party. CONSULTANT's liability hereunder shall be limited by the COUNTY to the amount of the available coverage under CONSULTANT's insurance coverage as described in Section X. herein.

CONSULTANT's obligations under this Section shall survive the termination of the Agreement.

XII. CONSULTANT'S WARRANTIES

CONSULTANT hereby makes the following representations and warranties:

- A. **Standard of Care.** CONSULTANT represents that it is specially trained, licensed, experienced, and competent to perform all the services, responsibilities, and duties specified herein and that such services, responsibilities, and duties shall be performed, whether by CONSULTANT or designated subcontractors, in a manner according to generally accepted practices of the engineering profession.

If COUNTY determines that any of CONSULTANT's work is not in accordance with such level of competency and standard of care, COUNTY, in its sole discretion, shall have the right to do any or all of the following: (a) require CONSULTANT to meet with COUNTY to review the quality of the work and resolve matters of concern; (b) require CONSULTANT to correct the work at no additional charge to generally accepted standards and practices of the engineering profession; (c) terminate this Agreement pursuant to the provisions of Article IX; or (d) pursue any and all other remedies at law or in equity.

Assigned Personnel:

1. CONSULTANT shall assign only competent personnel to perform work hereunder. In the event that at any time COUNTY, in its sole discretion, desires the removal of any person or persons assigned by CONSULTANT to perform work hereunder, CONSULTANT shall remove such person or persons immediately upon receiving written notice from COUNTY.
 2. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by COUNTY to be key personnel whose services were a material inducement to COUNTY to enter into this Agreement. CONSULTANT shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of COUNTY. With respect to performance under this Agreement, CONSULTANT shall employ the key personnel identified in Exhibit "A".
 3. In the event that any of CONSULTANT's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of CONSULTANT's control, CONSULTANT shall be responsible for timely provision of adequately qualified replacements.
- B. Non-Discrimination in Employment.** CONSULTANT shall, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, creed religion, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or age. During the performance of this Contract, Consultant and its sub-consultant shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and sub-consultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and sub-consultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its sub-consultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement:
- Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.
- C. Adherence to Applicable Disability Law.** CONSULTANT shall be responsible for knowing and adhering to the requirements of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, (42 U.S.C. Sections 12101, et seq.). California Government Code Sections 12920 et seq., and all related state and local laws.
- D. HIPAA Compliance.** CONSULTANT will adhere to Titles 9 and 22 and all other applicable Federal and State statutes and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and will make his best efforts to preserve data integrity and the confidentiality of protected health information.

- E. **Safety Responsibilities.** CONSULTANT will adhere to all applicable CalOSHA requirements in performing work pursuant to this Agreement. CONSULTANT agrees that in the performance of work under this Agreement, CONSULTANT will provide for the safety needs of its employees and will be responsible for maintaining the standards necessary to minimize health and safety hazards.
- F. **Interest of CONSULTANT.** CONSULTANT hereby covenants that he has, at the time of the execution of this Agreement, no interest, direct or indirect, and that he shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONSULTANT further covenants that in the performance of this work, no person having such interest shall be employed.
- G. **Covenant Against Contingent Fees.** The CONSULTANT warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this Agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, the COUNTY 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.
- H. **Laws to be observed.** CONSULTANT will comply with all laws, regulations, orders, and decrees applicable to the PROJECT. Indemnify and defend the COUNTY against any claim or liability arising from the violation of a law, regulation, order, or decree by CONSULTANT or your employees. Immediately report to the Contract Manager a discrepancy or inconsistency between the Contract and a law, regulation, order, or decree.

If the COUNTY incurs any fines or penalties because of CONSULTANT's failure to comply with a law, regulation, order, or decree, the COUNTY will deduct the amount of the fine or penalty.

Immediately notify the Contract Manager, if a regulatory agency requests access to the job site or to records. Submit a list of documents provided to the agency and issued enforcement actions.

XIII. **ASSIGNMENT**

CONSULTANT shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of COUNTY, except that claims for money due or to become due the CONSULTANT from COUNTY under this Agreement may be assigned by the CONSULTANT to a bank, a trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to the COUNTY. Any attempt at assignment of rights under this Agreement except for those specifically consented to by both parties or as stated above shall be void.

XIV. **INDEPENDENT CONSULTANT**

It is specifically understood and agreed that, in the making and performance of this Agreement, CONSULTANT is an independent CONSULTANT and is not an employee, agent or servant of COUNTY. CONSULTANT is not entitled to any employee benefits. COUNTY agrees that CONSULTANT shall have the right to control the manner and means of accomplishing the result contracted for herein.

CONSULTANT is solely responsible for the payment of all federal, state, and local taxes, charges, fees, or contributions required with respect to CONSULTANT and CONSULTANT's officers, employees, and agents who are engaged in the performance of this Agreement (including without limitation, unemployment insurance, social security, and payroll tax withholding).

XV.
MODIFICATION

- A. This Agreement may only be modified by a written amendment thereto, executed by both parties. However, matters concerning scope of services which do not affect the agreed price may be modified by mutual written consent of CONSULTANT and COUNTY executed by Director of Public Works.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by the COUNTY's Project Manager.
- C. There shall be no change in the CONSULTANT's Project Manager or members of the project team, as listed in the Cost Proposal which is a part of this contract, without prior written approval by the COUNTY's Project Manager.

XVI.
ATTORNEYS FEES AND COSTS

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

XVII.
OWNERSHIP OF DATA

- A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this contract will automatically be vested in the COUNTY, and no further agreement will be necessary to transfer ownership to the COUNTY. The CONSULTANT shall furnish the COUNTY all necessary copies of data needed to complete the review and approval process.
- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- C. The CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by the COUNTY of the machine-readable information and data provided by the CONSULTANT under this agreement; further, the CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with, any use by the COUNTY of the project documentation on other projects, for additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by the CONSULTANT.
- D. Applicable patent rights provisions described in 41 CFR 1-91, regarding rights to inventions shall be included in the Agreements as appropriate.
- E. CONSULTANT may copyright reports or other agreement products. FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.
- F. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

XVIII.
RETENTION OF RECORDS / AUDIT

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 10532, the CONSULTANT, subcontractors and the COUNTY shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract. The state, the State Auditor, the 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 contract for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

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

XIX.
JURISDICTION AND VENUE

This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue of any action or proceeding regarding this Agreement or performance thereof shall be in Lake County, California. CONSULTANT waives any right of removal it might have under California Code of Civil Procedure Section 394.

XX.
NO THIRD-PARTY BENEFICIARIES

Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in or for the benefit of third parties.

XXI.
SEVERABILITY

If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be severable and not affected thereby.

XXII.
NON-APPROPRIATION

In the event COUNTY is unable to obtain funding at the end of each fiscal year for professional engineering services required during the next fiscal year, COUNTY shall have the right to terminate this Agreement, without incurring any damages or penalties, and shall not be obligated to continue performance under this Agreement. To the extent any remedy in this Agreement may conflict with Article XVI of the California Constitution or any other debt limitation provision of California law applicable to COUNTY, CONSULTANT hereby expressly and irrevocably waives its right to such remedy.

XXIII.
CLAIMS FILED BY COUNTY'S CONSTRUCTION CONTRACTOR

- A. If claims are filed by the COUNTY's construction contractor relating to work performed by CONSULTANT's personnel and additional information or assistance from the CONSULTANT's personnel is required in order to evaluate or defend against such claims, CONSULTANT agrees to make its personnel available for consultation with the COUNTY's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that the COUNTY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from the COUNTY.

Consultation or testimony will be reimbursed at the same rates, including travel costs, that are being paid for the CONSULTANT's personnel services under this Agreement.

- C. Services of the CONSULTANT's personnel in connection with the COUNTY's construction contractor claims will be performed pursuant to a written supplement, if necessary, extending the termination date of this Agreement in order to finally resolve the claims.
- D. Any subcontract in excess of \$25,000, entered into as a result of this contract, shall contain all of the provisions of this Article.

XXIV. CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to the COUNTY's operations, which is 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.
- F. All information related to the construction estimate is confidential and shall not be disclosed by the CONSULTANT to any entity, other than the COUNTY.

XXV. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

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

XXVI. INSPECTION OF WORK

The CONSULTANT and any subCONSULTANTS shall permit the COUNTY, State and the FHWA to review and inspect the project activities at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

XXVII.
NON-DISCRIMINATION

- A. During the performance of this Agreement, CONSULTANT and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, nation origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. CONSULTANTs and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. CONSULTANTs and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900.0 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a party hereof as if set forth in full. CONSULTANT and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- B. The CONSULTANT shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this contract.
- C. CONSULTANT shall comply with Title VI of the Civil Rights Act of 1964, as amended. Accordingly, 49 CFR 21 through Appendix C and 23 CFR 710.405(b) are applicable to this contract by reference.

XXVIII.
DISPUTES

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of the COUNTY's Contract Manager and Department Head, who may consider written or verbal information submitted by the CONSULTANT.
- B. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, the CONSULTANT may request review by the COUNTY GOVERNING BOARD of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse the CONSULTANT from full and timely performance in accordance with the terms of this contract.

XXIX.
SAFETY

- A. The CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. The CONSULTANT shall comply with safety instructions issued by the COUNTY Safety Officer and other COUNTY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, the COUNTY has determined that such areas are within the limits of the project and are open to public traffic. The CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.
- D. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

XXX.
SUBCONTRACTING

- A. The CONSULTANT shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this contract shall be subcontracted without written authorization by the COUNTY's Contract Manager, 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 contract, shall contain all the provisions stipulated in this contract to be applicable to subcontractors.
- C. Any substitution of subcontractors must be approved in writing by the COUNTY's Contract Manager.

XXXI.
STATEMENT OF COMPLIANCE

The CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

XXXII.
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.

XXXIII.
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 contract, or any ensuing COUNTY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, 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 contract, 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 contract, or on any contract to provide construction inspection for any construction project resulting from this contract. 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 contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

XXXIV.

REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this contract 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 contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

XXXV.

PROHIBITION OF EXPENDING COUNTY STATE OR FEDERAL FUNDS FOR LOBBYING

- A. The CONSULTANT certifies to the best of his or her knowledge and belief that:
 - 1. 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.
 - 2. 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.
- B. 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.
- C. 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.

XXXVI.

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.

XXXVII CONTINGENT FEE

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

XXXVIII. AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by the COUNTY's CHIEF FINANCIAL OFFICER.
- B. Not later than 30 days after issuance of the final audit report, the CONSULTANT may request a review by the COUNTY's CHIEF FINANCIAL OFFICER of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by the COUNTY will excuse the CONSULTANT from full and timely performance, in accordance with the terms of this contract.
- D. CONSULTANT and subconsultants' contracts, including cost proposals and indirect cost rates (ICR), are subject to audits or reviews such as, but not limited to, a Contract Audit, an Incurred Cost Audit, an ICR Audit, or a certified public accountant (CPA) ICR Audit Workpaper Review. If selected for audit or review, the contract, cost proposal and ICR and related workpapers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR Audit Workpaper Review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's workpapers. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the Federal, State, or local governments have access to CPA workpapers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

XXXIX. EQUIPMENT PURCHASE

- A. Prior authorization in writing, by the COUNTY's Contract Manager 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's Contract Manager; 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 contract 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 contract, or if the contract 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.

XL.
EVALUATION OF CONSULTANT

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

XLI.
CONSULTANT'S ENDORSEMENT ON PS&E/OTHER DATA

The responsible consultant/engineer shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by him/her, and where appropriate, indicate his/her California registration number.

XLII.
NOTICES

All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited with the United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party.

COUNTY OF LAKE
255 North Forbes Street
Lakeport, California 95453
Attn: Scott De Leon, Public Works Director

The Hanna Group
3101 Zinfandel Drive, Suite 320
Rancho Cordova, CA 95670
Attn: Mehrdad Varzandeh, Principal

//

//

//

//

XLIII.
ADDITIONAL PROVISIONS

This Agreement shall be governed by the laws of the State of California. It constitutes the entire Agreement between the parties regarding its subject matter. This Agreement supersedes all proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties related to the subject matter of this Agreement.

COUNTY and CONSULTANT have executed this Agreement on the day and year first written above.

COUNTY OF LAKE:

CONSULTANT:

Chair, Board of Supervisors

Mehrdad Varzandeh, Principal

ATTEST: CAROL J. HUCHINGSON
Clerk of the Board
of Supervisors

APPROVED AS TO FORM:
ANITA L. GRANT
County Counsel

By: _____

By:  _____

EXHIBIT "A"

TO

AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES

FOR

REPLACEMENT OF HARBIN CREEK BRIDGE AT HARBIN SPRINGS ROAD (14C-0111)

IN LAKE COUNTY, CALIFORNIA

**Scope of Services for Construction Management Services
HARBIN BRIDGE REPLACEMENT PROJECT
PROJECT**

FEDERAL AID PROJECT NO. BRLO-5914(106)

I. PROJECT BACKGROUND

Lake County intends to replace the Harbin Creek Bridge (Br No.14C-0111) to meet Caltrans' current bridge design standards. The project is being constructed as a local agency project using Federal Highway Bridge Program (HBP) and Toll Credit funds. The original Harbin Springs Road Bridge was a timber structure built in 1930. The timber bridge served the County for years and was planned for rehabilitation. However, in September of 2015, the Valley Fire, which burned quickly from the mountain community of Cobb to Middletown 10 miles away, destroyed all but a handful of historic buildings at Harbin. At the project site, the fire destroyed the Harbin Springs Road timber bridge and the nearby Harbin Springs Resort. Currently a temporary prefabricated steel truss bridge has been installed providing local access across Harbin Creek. Construction is anticipated to be completed in 2017 and 90 work days have been estimated to construct this project.

II. PROJECT DESCRIPTION

The COUNTY is contracting with The Hanna Group (CONSULTANT) to provide a Construction Manager/Resident Engineer (CM/RE) and sufficient staff to perform construction administration oversight and inspection services during the construction of the Harbin Creek Bridge Replacement Project. Work shall be performed in accordance with applicable COUNTY and Caltrans standards and standard practice. Services will encompass serving as the COUNTY's Resident Engineer to the Prime Construction Contractor (Contractor) and the public with regard to activities at the construction site, interpretation of the requirements of the Construction Contract Documents, assessing the acceptability of the Contractor's work, and materials testing.

Consultant will not be responsible for the construction staking but will be required to confirm/verify correctness; construction staking will be handled through the Contractor.

The Contractor will provide office space for construction management staff, including electrical power.

A. PROJECT UNDERSTANDING

The County of Lake intends to replace the Harbin Creek Bridge Replacement Project (Br No.14C-0111), to meet Caltrans' current bridge design standards. The project is being constructed as a local agency project using Federal Highway Bridge Program (HBP) and Toll Credit funds. The County is seeking a professional consultant firm to provide construction management and contract administration services for this bridge construction project. Our understanding of these projects is based on the following:

- Request for Proposals issued by Lake County
- Preliminary Contract Plans provided by Lake County
- Field observations and evaluations of the site conditions
- Conversations with County Staff
- Conversations with Caltrans' Division of Structures Staff

The Project Scope generally includes:

- Bridge replacement along with new roadway approaches on the existing alignment.
- Roadway must remain open during construction
- Construct a Temporary Detour Bridge upstream of existing bridge
- Detour traffic to the Temporary Detour Bridge
- Remove existing temporary bridge and concrete abutment foundations
- Construct new bridge spread footing and abutment diaphragms
- Construct new single span cast-in-place reinforced concrete slab (45'-6" long x 29'-4" wide)
- Install new roadway approach and driveway
- Place guard railing, signs, striping
- Install rock slope protection and erosion control

Key Issues:

As part of developing a work plan, it is essential for the construction management team to have a thorough understanding of the project along with key issues and challenges. Our detailed scope of services is provided in the following section with due consideration given to the following key issues:

Schedule

The Harbin Creek Bridge Replacement Project will have a very limited channel access windows. To ensure the project is finished within one construction season, the projects will be required to start early enough to utilize the entire channel access periods. Having a clear understanding of construction methods, constraints, duration, and logic is imperative in reviewing and accepting a contractor's baseline schedule.

Baseline Schedule Review: CONSULTANT will review the Contractor's baseline schedule and with special attention to the logic diagram, coding structure, and activity identification system, duration and the CONSULTANT will review the contractor's initial baseline schedule to verify that it is a reasonable, practical, and comprehensive plan for accomplishing the work including appropriate schedule interfaces with the other project activities, such as submittal review, fourteen (14) day advance Public Notification, utility relocations, and agency reviews. CONSULTANT will schedule a meeting with the Contractor and if needed will inform the Contractor of any required baseline schedule changes for implementation.

Monitor Construction Schedule: CONSULTANT will provide the Contractor's monthly schedule to the County and advise of any schedule delay with recommendations for the schedule recovery. CONSULTANT will work with the Contractor to eliminate and/or mitigate the impacts of any delays and as the work progresses, changes and weather will be evaluated for impact to the Contractor's schedule.

Traffic Control

Traffic Control and maintaining access for the local residents within the project limits are essential during construction. CONSULTANT will review the contractor's traffic control plans to ensure that the plan identifies general methods by which construction could take place without substantial delay or impact to traffic and local residents. Specifically, our team will review plans for appropriate sequencing, maintenance of traffic flow, maintenance of emergency vehicle access through the construction area, and driveway access to local residents. All temporary traffic control systems will be reviewed in accordance with MUTCD requirements for the project. Temporary traffic control systems, signs, and flaggers shall be implemented in various stages of the project to maintain adequate traffic flow.

Relations with the Regulatory Agencies

The Contractor must be conscious of the environmental clearance and mitigation measures for this project as it relates to the various Regulatory Agencies and ensure compliance with all of the permits. CONSULTANT will identify all Mitigation Measures required by the contractor in checklist format and will provide this information to the COUNTY and contractor during the pre-construction meeting. A level of expectation will be set regarding timing, implementation, monitoring, and enforcement of the contract's mitigation measures prior to start of the work.

Environmental Mitigation Measures (NEPA and CEQA Mitigation Measures)

Working within an environmentally sensitive area and over a creek requires many regulatory agency permits. Our staff are experienced with Army Corps of Engineers, Regional Water Quality Control Board, California Department of Fish and Wildlife, U.S. Fish and Wildlife Services, California State Lands Commission, and Flood Control Districts issues including establishing a Giant Garter snake restoration area. Our team will inspect the contractor's activities closely to ensure that they comply with all regulatory agency permits and conditions.

SWPPP

The SWPPP must be adhered to at all times and any modifications due to changes in construction sequence, weather, or new information, must be documented. In addition, there are certain fundamental requirements common to all SWPPPs such as training, key personnel identification, emergency response measures, and regular or special site inspections, and maintenance of "Best Management Practices" (BMPs).

Because liability is soaring for noncompliance, builders are paying closer attention to storm water pollution prevention as a key element of their construction projects. Financial penalties can range from several thousand dollars per day to tens or hundreds of thousands of dollars per incident. Civil and criminal suits filed by individuals and special interest groups can seek even more in damages. Jobs can also be shut down for failing to comply with water quality laws, which can cost thousands per day in lost productivity, interest, or liquidated damages. All of the key inspection staff is QSD/QSP certified and trained in the latest storm water pollution control requirements.

Project Personnel	Role	Certification
Paul Chang, PE	Resident Engineer	QSD/QSP (#00768)
Mehrdad Varzandeh, PE	Project Manager	QSD/QSP (#22589)

Familiarity with Local Agency & Caltrans Procedures

All the work performed on the COUNTY's behalf shall be performed in accordance with all applicable Local, State and Federal laws, regulations, policies, procedures, and standards that CALTRANS would normally follow. Construction inspection, material sampling and testing in accordance with County's QAP, and contract administration shall be in accordance with the current Caltrans Construction Manual, and its revisions, the Bridge Construction Records and Procedures Manual and other Caltrans Policies and Procedures. All of our key personnel have worked directly for Caltrans and are thoroughly familiar with Caltrans and Local Agency document control procedures and policies.

Temporary Works

Based on the initial review of the project documents and field visits, the Harbin Creek Bridge Replacement Project will require construction engineers to have qualifications/experience in structural analysis and design. The nature of this project will require the construction engineers to perform structural analysis and design of temporary works using general purpose and/or proprietary computer programs necessary for reviewing and approval of contractor submittals. Anticipated submittals include temporary creek crossing design, falsework, and shoring. Temporary works shall be designed and constructed in compliance with the contract specifications, the CT Falsework and Shoring Manuals and shall be signed and stamped by a California registered engineer. Safety and structure stability is the primary objective when reviewing and working with Temporary works. Key issues that are often missed are the required coordination between Contractor and his Subs, environmental compliance requirement, erection and removal of the temporary works systems and the necessary temporary works adjustments for final grading. CONSULTANT will independently check the temporary works submittals by the Contractor and streamline the review/approval process. CONSULTANT will perform all the review and approval of the falsework with strict adherence to the CT Falsework Manual. At completion of the review, CONSULTANT will sign and seal a "Temporary Structure Plan Analysis Report" per BCM 3-6.0 of the Caltrans Bridge Construction Records Procedures Manual.

Falsework and Bridge Profile

Falsework is a key component in the construction of cast-in-place bridge projects. Furthermore, slab bridge profile is a very critical issue since the superstructure concrete is placed in one stage unlike box girder bridges. Accurate estimates of the falsework settlement and joint take-up will provide a smooth bridge profile. Also as critical are the necessary falsework adjustments for final grading. These are stages of falsework construction that have high risks and if not planned, detailed, managed, and supervised correctly, can lead to accidents. To address our concerns and exchange information, a pre-plan meeting will be conducted between CONSULTANT and the Contractor at the early phase of the project in order to convey our concerns as well as understand the Contractor's constraints. Our experience working for CALTRANS Structure Construction will be essential in identifying potential issues.

Existing Bridge Removal

CONSULTANT will review the Contractor's Bridge Removal Plan in accordance with the contract documents as well as the procedures set forth in the Bridge Construction Records and Procedures Manual, Memo BCM 124-2. The review will ensure that all activities, including the existing abutments, can be completed within the specified dates in a safe manner approved by the engineer. CONSULTANT will work with all utility owners to ensure that all utilities located on the existing structures will be relocated prior to the commencement of bridge demolition. CONSULTANT will ensure that all noise and vibration requirements are met by the contractor to minimize the impacts to the local community. CONSULTANT will ensure that the existing Baily Bridge is salvaged, and delivered to the County court yard in accordance with the requirements of the contract. Existing bridge foundation removal limits should be clearly defined to avoid any potential claims. In addition, any existing as-built plans should be furnished as a bidder information package.

Quality Assurance Program

The intent of this scope of work is to set forth the requirements and responsibilities of the CONSULTANT for construction management, inspection, material testing, verification, and recommendation for acceptance of improvements of the proposed construction project to assure consistent and satisfactory quality of such improvements in accordance with the approved construction documents. Material testing and acceptance for the project will be enforced under the guidelines set forth in the Local Assistance Procedures Manual, the Caltrans Construction Manual, and the County Quality Assurance Program. It is imperative that a quality assurance program is in place to ensure that the frequency of testing for all the material incorporated in the work meets specific requirements.

Existing Utilities

It is anticipated that existing utilities will be relocated by others prior to the start of construction, as stated at the pre-proposal meeting. In review of the project location, there are existing utilities that require may impact the project if left at the current condition. An existing overhead wire is directly over the current bridge and will impact bridge removal if not removed. In addition, two existing steel pipes have been identified casted within the existing abutments. It is assumed that the pipes are to be abandoned and can be removed as part of the bridge removal. Prior to demolition, Paul and Mitch will coordinate with the County and the Contractor to assure and confirm the status of the utilities. These items need to be addressed immediately at the beginning of the project and discussed at the preconstruction meeting in order to avoid potential delays on the bridge removal.

Remove Existing Base and Surfacing

The project typical sections show fill construction over the existing roadway. It is highly recommended to have a clear set of specifications and quantities that clearly depict the work contemplated under Remove Existing Base and Surfacing vs Roadway Excavation. Per Section 15-2.06 MEASUREMENT, of the State

Standard Specifications "Quantities involved in removing all types of existing subbases, bases, surfacing, and pavements of any thickness will be measured and paid for as the item of excavation in which they are located and no separate payment will be made therefor." Section 19-1.01 DESCRIPTION, "Earthwork", of the State Standard Specifications states "Quantities of all types of existing subbase, base, surfacing or pavement removed will be included in the quantities of the type of excavation in which they are located, and no separate payment will be made therefor."

Temporary Shoring Along Abutments

The Standard Specifications requires that a Contractor submit a shoring plan (for any excavation 5 feet or deeper) to the Engineer for his review and authorization. Such plans are to be submitted in a timely manner as specified in the Standard Specifications (or as required by the contract Special Provisions) before the Contractor intends to begin excavating. No work shall begin until the shoring plans are authorized by the Engineer. If the Contractor elects not to use the Construction Safety Orders Details, it is required that a Professional Engineer hired by the Contractor prepare the plan. CONSULTANT review the contractor's temporary works to ensure compliance with contract documents.

III. ITEMS OF WORK

The detailed Scope of Services included herein fully satisfies all scope of work necessary to deliver this project in accordance with Federal, State, and Local requirements.

Task 1 – Preconstruction Services

Task 1.1 – Develop a Construction Management Plan & QAP

Construction Management Plan: The CONSULTANT shall prepare a construction management plan for the project for the COUNTY's review and approval. The plan shall indicate the standards and level of effort that the CONSULTANT's staff will adhere to during all phases of this work and describe deliverables to be received by the COUNTY. At a minimum, the plan shall include the sections listed below:

- Project Organization
- Meetings
- Communications Management
- Preparation of Management Reports
- Clarifications and Contract Interpretations of Specifications
- Submittals/Shop Drawings
- Design Modifications
- Change Orders
- Schedule Management
- Claims Management
- Testing and Testing Documentation
- Progress Pay Estimate Preparation
- Inspection and Inspection Reporting

- Defective Work Correction
- Record Drawings
- Complaint & Community Relations Procedures
- Photo/Video Documentation (including the existing Baily Bridge)
- Certified Payroll Review
- Special Inspections/testing
- Provide copies of all special certifications required
- Traffic Control
- Permit and Regulatory Agency Compliance
- Other Tasks

The plan shall describe the level of effort anticipated to be maintained by the CM/RE and inspectors for the various activities during the construction period and project closeout. The plan shall describe all deliverables and timing for periodic reports. Weekly status reports shall include summaries of work that is currently being performed, behind schedule, unresolved deficiencies and defective work, outstanding change orders and status of any claims.

Deliverables:

1. Final CM Plan

Project Quality Assurance Plan: CONSULTANT shall assist the COUNTY in modifying the general County Quality Assurance Procedure (QAP) Manual to be project specific for the Harbin Creek Bridge Replacement Project.

The CM/RE shall review the work of the Contractor, trade and specialty contractors on the project as it is being performed, until final completion and acceptance by the COUNTY, to assure that the work performed and materials furnished are in accordance with the contract documents. The CM/RE shall confer with the Project Manager and the appropriate consultants to make the final interpretation, in writing, and transmit it to the COUNTY and appropriate parties for resolution.

Deliverable:

1. Final QAP Plan

Task 1.2 Review Project Documents

CONSULTANT will review the contract documents including permits and agreements and will lead a round-table discussion with our staff and our sub-consultants to make sure that everyone understands the requirements, roles, responsibilities, goals, and objectives specific to this project. This discussion will also focus on the job requirements, especially how the team will handle non-conforming materials, QA records, records of corrective action taken, and audits of QA records.

Submittals/Agreements: CONSULTANT will identify all submittals required by the Contract in checklist format and will provide this information to the COUNTY and Contractor during the pre-construction meeting.

Environmental Mitigation Measures: Mitigation Measures shall be in accordance with the environmental document for the project and monitoring shall be enforced by the construction management staff as well as the COUNTY. CONSULTANT will also identify all Mitigation Measures required by the Contractor in checklist format and will provide this information to the COUNTY and Contractor during the pre-construction meeting. Dust control and mitigations air quality shall be addressed for each phase/stage of construction and be implemented for both hauling trucks and construction equipment.

Review Resident Engineer files: The CONSULTANT will review the Resident Engineer's Pending File, to be provided by the Design Engineer, as well as background reports including but not limited to the *Geotechnical Investigation Report*. CONSULTANT will discuss RE pending file and background report with COUNTY and Design Engineer as needed.

Develop Master Schedule: Prepare a master schedule based on information provided to date including the design firms schedule. CONSULTANT shall meet with design firm to review, compare, and discuss master schedule. The master schedule will ultimately be compared to the Contractor's submitted schedule and will be used as a tool in coordinating and managing the work with the Contractor.

Deliverables:

1. Master Schedule

Task 1.3. Pre-Construction Condition Documentation

CONSULTANT will document pre-construction site conditions including the bridge and approaches, staging areas, and any other construction related zones using photographs, written notes and/or video. Special or sensitive areas will be noted and extra documentation may be required for these special or sensitive areas. Each photo will be labeled with date, location, detailed description and photographer's name. Copies of all documentation, including photographs, notes, and video, will be submitted to the COUNTY's Engineer and become the property of the COUNTY.

Deliverable:

1. Copies of all documentation including but not limited to photographs, notes, and video.

Task 2 - Construction Management Services

CONSULTANT construction management services will include interpretation of Contractor's conformance to the project plans, specifications, contract documents and regulatory permits. The CONSULTANT will assess the acceptability of the Contractor's work by visual observation, photo and video documentation and all applicable soil and material testing. When necessary, the CONSULTANT will issue Notices of Non-Compliance and/or take other action to ensure correction of deficiencies. The CONSULTANT will also manage requests for clarification, coordinate work with the Design Engineer as required and manage the project changes, evaluate Contractor's claims and prepare progress pay estimates.

All construction management, materials testing, inspection and related activities shall be completed as described in the Construction Management Plan (CMP) (Section 1.1 above). In addition to the approved

CMP Manual the CONSULTANT shall perform its activities in accordance with but not limited to the following documents:

- Project Plans and Specifications
- Regulatory Agency Permits
- Lake County General Specifications
- Caltrans Construction Records and Procedures Manual
- Caltrans Standard Test Methods
- Caltrans Surveying Manual
- Caltrans Manual of Traffic Control for Construction & Maintenance Work Zones
- Caltrans Construction Manual & Bulletins
- Manual of Uniform Traffic Control Devices & California Supplement

Task 2.1 - Administration

The CONSULTANT shall provide construction administration of the project to facilitate the ongoing construction efforts and maintain state and county regulations. At a minimum, the CONSULTANT shall:

- Provide administrative, management and related services as required to coordinate the work of the contractor, to complete the project in accordance to contract documents, state regulations and in with the COUNTY's objectives for cost, time and quality.
- Coordinate with the COUNTY and all other involved agencies to obtain and comply with all required permits.
- Recommend necessary or desirable changes in the construction Contractor's scope of work to the COUNTY, review and evaluate Contractor's request for changes, assist in negotiating Contractor's proposals, submit recommendations to the COUNTY supported by field data, and if they are accepted, prepare change orders for signature and the County's authorization.
- Maintain strict cost accounting records on authorized work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.
- Develop and implement procedures for the review and processing of applications by Contractor for progress and final payments. Make recommendations for certification to the County for payment.
- Consult with the design engineer and the COUNTY if the Contractor requests interpretations of the meaning and intent of the drawings and specifications, and assist in the resolution of questions, which may arise.
- Provide a staffing schedule each month for the following month. This schedule is subject to the County's approval.
- Review the Contractor's construction schedule, request updates on weekly basis and track delays or accelerations based on actual Contractor operations as defined in the CMP. Work with the Contractor to maintain the project schedule to show current conditions and suggest revisions that may be required. Compare Contractor schedule to CM/RE master schedule on a regular basis.
- Manage any utility work to be performed by utility agencies (work not part of Contractor's responsibilities).

Deliverables:

1. Required permits
2. Cost Control Program
3. Cost Accounting Records
4. Staffing Schedules
5. Other reports as required

Task 2.2 - Meetings

Anticipated meetings include:

- A Pre-construction meeting with the Construction Contractor, County, regulatory agencies, Caltrans, and utility companies.
- A Preconstruction Stakeholder meeting,
- Weekly progress meetings between the Contractor, CONSULTANT and COUNTY at the field office.
- Meetings scheduled as needed with regulatory agencies, Design Consultant, other groups, or agencies.

CONSULTANT shall prepare agendas prior to each meeting. CONSULTANT shall take minutes of all meetings and provide these documents to the COUNTY within one week of the meeting. Meetings shall be held at the offices of the Lake County Department of Public Works or at a mutually agreeable location determined during the pre-construction meeting.

The CM will be required to participate in a Value Analysis Workshop if such workshop is requested by the Construction Contractor.

Deliverables:

1. Meeting Agendas
2. Meeting Minutes

Task 2.3 – Submittal Management

Consultant Monthly Invoice Reports. With each invoice CONSULTANT will provide a narrative status update on their Construction Management contract as well as a detailed report on the status of the budget for the team including subconsultants. This report will also provide a forward looking "Burn Rate" for future budget forecasting. The CONSULTANT and all subconsultants shall comply with California Labor Code Sections 1774, 1775, 1776, and related codes, including current registration with the Department of Industrial Relations and the submission of certified payroll to the DIR. The monthly invoice will also include a copy of CONSULTANT's and subconsultant's certified payroll as required in the Contract.

Deliverables:

1. Invoice Reports

Contractor Progress Payments. The CONSULTANT shall implement necessary procedures for an effective system of Contractor cost control to track progress payments, contract change orders, claims and extra work requests. The CM/RE shall prepare quantities and estimates for monthly progress payments on the 19th of the month, and recommend approval to the COUNTY. CONSULTANT shall maintain cost accounting records (progress payments, CCO status, etc.) in accordance with Lake County DPW

Construction Division procedures. The calculations of quantities and documentation shall be in a form approved by the COUNTY.

Deliverables:

1. Progress Payments

Contract Modifications and Extra Work, Contract Change Orders, NOPC (not including any services under potential efforts associated with "Claims" as defined per Public Contract Code 9204: The CONSULTANT shall perform the evaluation and administration of all contract modifications, change orders, and claims. The CM/RE shall review all requests for merit, perform an independent estimate, and make recommendations to the COUNTY for consideration. All contract modifications, extra work, and contract change orders shall be approved by the COUNTY. If approved, the CM/RE will complete all required documentation to process the change. If the CM/RE receives a notice of claim from the Contractor, the CM/RE shall immediately notify the COUNTY and work toward a timely resolution of the potential claim with the Contractor. The CONSULTANT's weekly report to the COUNTY shall include the status of any outstanding potential claims. The CONSULTANT shall support the COUNTY in any post-completion dispute with the Contractor, rendering reasonable assistance, providing access to its records, but is not intended to retain independent experts.

Deliverables:

1. All records of change orders and NOPCs.

Request for information or Clarification: The CM/RE shall review and respond to all Contractor requests for information (RFI) or clarification. The CM/RE shall issue necessary clarifications and interpretations of the Contract Project Documents in response to requests by the Contractor in a manner as described in the CMP. The CM/RE shall also review and respond to all submittals, including but not limited to shop drawings, product data and product samples. The CM/RE shall coordinate submittal and RFI responses with the Design Consultant. The CM/RE shall draft a list of required submittals in accordance with the project Specification for the COUNTY to review. The list shall be submitted to the COUNTY with the Construction Management Plan. Submittals requiring review by the COUNTY shall be logged and transmitted for formal review. The following Logs shall be utilized to track submittals: Shop Drawing, Shop Drawing-Resubmit, Shop Drawing-Review, Submittal List. Updated submittal logs shall be made available to the COUNTY upon request. The CM/RE shall be responsible for tracking submittals to assure the submittals are reviewed and returned to the Contractor in a timely manner.

Deliverables:

1. Copies of all documentation for clarification and interpretation of the Project Plans and Specifications

Task 2.4 – Labor Compliance Services

The CONSULTANT shall serve as the conduit for receipt of Labor Compliance documents required by the Contractor, and will provide these documents to the County. The CONSULTANT will track receipt of these documents and will perform the role of periodic spot checking for Contractor compliance with the applicable labor laws for this project. The CONSULTANT will review Contractor statements of compliance,

certified payrolls, fringe benefit statements, apprenticeship certifications, and monthly employee utilization reports for general compliance with State or Federal labor requirements. The CONSULTANT will track DBE utilization and collect EEO reporting from the Contractor.

Deliverables:

1. All labor compliance Documentation
2. DBE and EEO Reports

Task 2.5 – Inspection Services and Testing in accordance County's approved QAP

Field Inspection: CONSULTANT will provide sufficient inspectors to adequately inspect all Contractors' construction work. The CM/RE or inspectors will provide field inspection of Contractor's construction work on a daily basis. The CM/RE or inspectors will review all construction prior to burial, and provide for inspection of all tests required to be performed by the Contractor or referenced in the contract documents. CM/RE and field inspectors will monitor the Contractor's performance from the perspective of quality, cost, and schedule, and will enforce the requirements of applicable Specifications.

Daily Inspection Reports and diaries of Contractor's construction activities will be completed daily and be available to the COUNTY at any time. The CM/RE or designated representative will compare notes with the Contractor's representative at the end of each day to confirm work that was accomplished or quantities placed. Daily inspection reports will include, at a minimum, the following information:

- Contractors activities, Contractor employees on site and hours worked by each
- Equipment on site and hours of use
- Weather conditions
- Discussions with the Contractor
- Problems and issues dealt with
- Approved changes
- Itemization of extra work
- Any Abnormal occurrences and unforeseen conditions
- Any other information necessary to create a satisfactory record of the day's activities at the project site in accordance with standard inspection practice.
- Photographs and or video of special situations.

The CM/RE will prepare and submit written weekly reports to the COUNTY describing updates of project process, percent of work completed, percent of funds expended, listing of change orders, work activities behind schedule and community relations issues. All outstanding deficiencies and claims will also be noted in the weekly reports. The CM/RE will document any defective work until it is repaired to the CM/RE's satisfaction and in accordance with the contract documents' applicable specification. Copies of the daily reports from the previous week will be included with the weekly written report.

The individual inspectors will have inspection experience that includes, but is not limited to, the following areas:

- General site preparation including clearing, grubbing, and mass grading.

- Environmentally sensitive issues such as wetland preservation/mitigation, tree protection, tree removal and mitigation, water quality management, and erosion control construction and monitoring.
- Underground construction that includes wet and dry utilities.
- New road construction, existing road widening and improvements including subgrade, structural section and paving.
- Caltrans projects with specific experience in intersection signalization
- All aspects of bridge construction inspection as indicated in project plans specifications including but not limited to: stream diversion practices, CIDH piles, abutments, deck installation, and railings.
- Preparing Daily inspection reports and diaries of Contractor's construction activities.
- Preparing a written weekly report

Deliverables:

1. Daily Reports
2. Weekly Reports

Testing: The CONSULTANT shall provide, coordinate and monitor all field and laboratory testing of soils, backfill, structural backfill, aggregate base, asphalt, concrete, and other testing required by law, or the Construction Specifications. Caltrans certified technicians shall complete all testing work and all laboratory facilities shall be Caltrans certified to perform the respective tests and be approved by the COUNTY. The CM/RE will review results of tests, forward copies to the COUNTY as a part of the weekly reports and work with the Contractor to resolve deficiencies or defective work. All test procedures will be in accordance with the Contract Documents and applicable Specifications. CONSULTANT must comply with the County's Quality Assurance Program (QAP).

Deliverables:

1. Copies of all testing results

Task 2.6 - QSD/QSP Water Quality Monitoring and SWPPP monitoring

QSD/QSP Water Quality Monitoring and SWPPP Support: CONSULTANT to provide a Qualified SWPPP Developer (QSD) who will provide oversight of the Contractor's monitoring procedures and instructions, monitoring locations, weather and rain event tracking requirements, visual monitoring frequencies, visual monitoring triggers, visual monitoring documentation requirements, Quality Assurance (QA) & Quality Control (QC), follow up procedures for violations and action thresholds, location maps, forms, and checklists as required by the Construction General Permit (2009-0009-DWQ as amended by 2010-0014-DWQ).

CONSULTANT will provide a Qualified SWPPP Practitioner (QSP) for the duration of the construction of the project and will be responsible to oversee the Contractor's QSD/QSP to ensure compliance with all requirements of the current Construction General Permit (2009-0009-DWQ as amended by 2010-0014-DWQ). This shall include but not be limited to the following for the entire length of the construction of the project:

- Documented weekly Runoff and Run-on BMP inspections.
- Documented Runoff and Run-on monitoring.
- Preparation of all Quarterly Reports as required by the Construction General Permit (2009-0009-DWQ as amended by 2010-0014-DWQ).
- Preparation of all Annual Reports as required by the Construction General Permit (2009-0009-DWQ as amended by 2010-0014-DWQ).
- Preparation of a Rain Event Action Plan (REAP) every time NOAA predicts a 50% chance or more of rain 48 hours in advance of a storm event in the project area.
- Documented pre-storm, storm, and post storm visual inspections/monitoring along with site photographs before, during, and after each Qualifying Rain Event when NOAA predicts a probability of rain of 50% or more in the project area.
- Documented quarterly non-storm water discharge inspections/monitoring.
- All required sampling and analysis of construction site runoff, non-storm water discharges, receiving waters. This includes but is not limited to Turbidity, Suspended Solids Concentration (SSC), pH, and for other pollutants as mandated by the Regional Water Quality Control Board.
- Preparation of all Numeric Action Level (NAL) and Numeric Effluent Limitation (NEL) Exceedance Reports.
- Ensure the proper implementation of the post-construction storm water operation and management plan at the end of construction. Complete extensive photo documentation at the end of construction necessary for the successful filing of the Notice of Termination (N.O.T).

Task 2.7 - Final Completion and Acceptance

After the project is substantially complete, the CM/RE will schedule a walk through with the COUNTY and shall coordinate preparation of a "punch list" of incomplete or unsatisfactory items and submit the list to the Contractor. Once all work is complete, the CONSULTANT will schedule a final walk through with the COUNTY present, and will deliver a statement to the COUNTY indicating that to the best of the CONSULTANT'S knowledge and belief, after diligent investigation including satisfaction of its other obligations under the agreement, that the project has been completed in accordance with the Project Conditions of Approval and Project Improvement Plans Construction Contract documents and CONSULTANT recommends acceptance. A Proposed Final Estimate signed by the CM/RE and the CONTRACTOR shall accompany the recommendation for acceptance.

Deliverables:

1. Punch list.

Task 2.8 - Project Closeout

The CONSULTANT shall verify any operating and/or Regulatory Agency Permits are obtained and inspections are complied with and completed.

The CONSULTANT will submit to the COUNTY, the following close out items:

- All records, maps, and plans maintained by the CONSULTANT during construction.

- All approved shop drawings, submittals and manufacturer's literature maintained by the CONSULTANT during the construction project.
- One complete set of annotated project progress photographs, bound chronologically, and videotapes taken before and during construction.
- A set of red line Record Drawings documenting any changes and/or substitutions will be sent to the Design Consultant for review for accuracy and completeness.
- Each sheet of the final record drawings will be stamped and sealed by the Resident Engineer verifying the accuracy and completeness of said drawings
- Provide final detail estimate and "as-built" cost.
- The original set of all inspection reports, summaries, testing documents, meeting minutes, clarifications, schedules, correspondence and other documents related to the construction work as it was being installed.
- Final Project Completion Report, Acceptance Form, and Final Delivery Report.
- Final Report of DBE utilization.

Deliverables:

1. See Above list

Task 2.9 - Miscellaneous

- Staff meetings of the CONSULTANT shall not be considered as part of services for which payment will be made.
- Time required by the CONSULTANT to reach the designated construction office will not be considered part of the services for which payment will be made.
- Time charged by each individual to a contract executed as a result of this Proposal shall be documented on time sheets. A copy of each time sheet shall be turned in to the Project Manager no less than every two weeks. Billing shall be on a four-week interval as designated by the COUNTY

IV. Organizational Chart

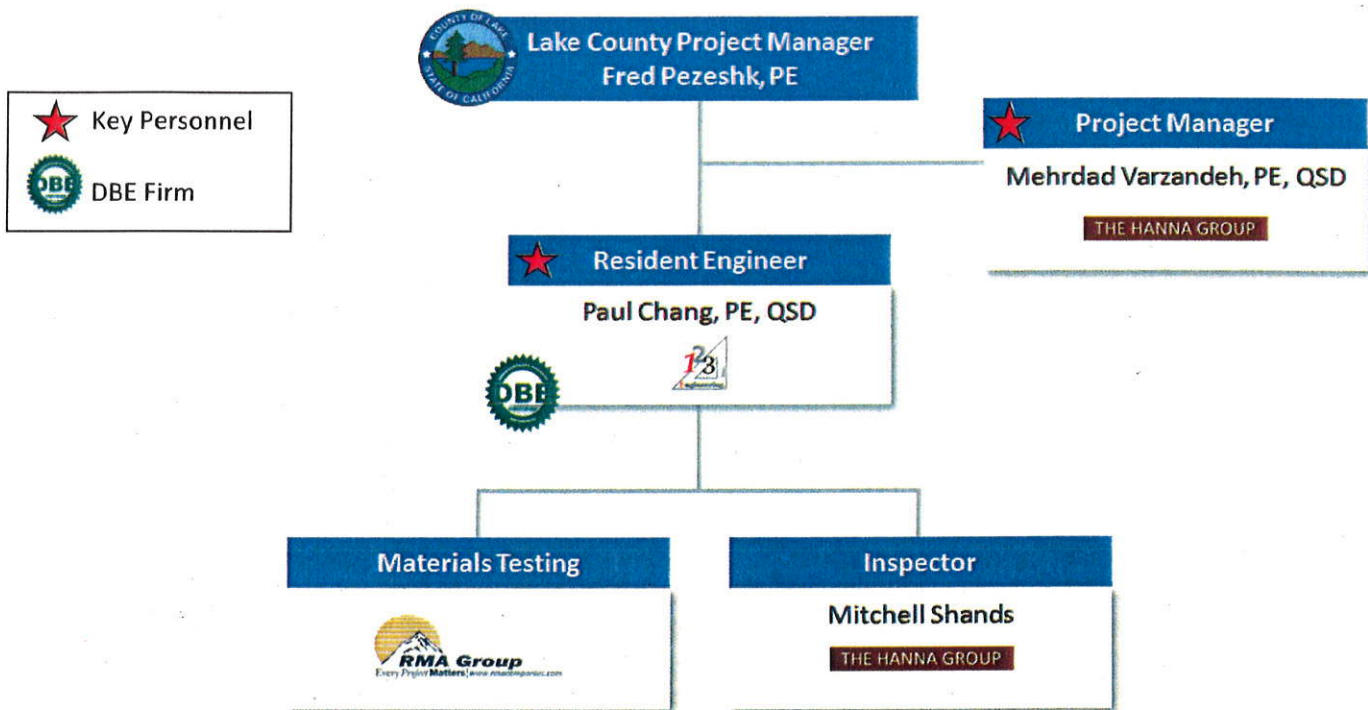


EXHIBIT "B"

TO

AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES

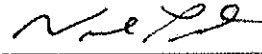
FOR

REPLACEMENT OF HARBIN CREEK BRIDGE AT HARBIN SPRINGS ROAD (14C-0111)

IN LAKE COUNTY, CALIFORNIA

EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: County of Lake 2. Contract DBE Goal: 6%
 3. Project Description: Construction Management Services for Bridge Replacement Project
 4. Project Location: Harbin Springs Road at Harbin Creek, County Bridge 14C-0111
 5. Consultant's Name: The Hanna Group 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: \$284,937.00
 8. Total Dollar Amount for ALL Subconsultants: \$82,062.48 9. Total Number of ALL Subconsultants: 2

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Resident Engineering	30778	123 Engineering, Inc. 2480 Genova Street, Unit 3 West Sacramento, CA 95691	\$ 58,896.33
Local Agency to Complete this Section			\$ 58,896.33
20. Local Agency Contract Number: <u>N/A</u>			14. TOTAL CLAIMED DBE PARTICIPATION
21. Federal-Aid Project Number: <u>BRLO-5914(106)</u>			
22. Contract Execution Date: _____			20 %
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.  04/06/17 15. Preparer's Signature Nick Panayotou 16. Date (916) 254-5156 17. Preparer's Name Principal 18. Phone 19. Preparer's Title
23. Local Agency Representative's Signature	24. Date		
25. Local Agency Representative's Name	26. Phone		
27. Local Agency Representative's Title			

DISTRIBUTION: 1. Original - Local Agency
 2. Copy - Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

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.

County of Lake

KEY PERSONNEL EFFORT BY HOURS PER MONTH

KEY PERSONNEL EFFORT BY HOURS PER MONTH													2017 HOURS/BILLING RATE/ LABOR \$			
Classification	Year	Pre-Construction		Task 2: Construction Services							Post-Construction		Assumed 4.5 Months Construction Duration	2017		
		Month	MAY	JUN	JUL	AUG	SEP	OCT	NOV	TOT 4.5 months	Hours	Billing Rate		Labor \$		

Notes

- (1): This Manhours Proposal was based on the assumption that the Contractor will work from May 2017 - October 2017
- (2): County will be billed only for hours worked
- (3): THG will work with County regarding level of staffing to meet budget requirements
- (4): Used 168 hours per month. Assumed work level of 5 days/week, 8 hours/day
- (5): Contract time may be extended by weather or unforeseen delays that arise during construction. Cost proposal may need to be reviewed should this
- (6): Actual staff utilization dependent on the approval of the County Project Manager
- (7): No overtime has been included in this budget, however if overtime is worked it will be billed at the above straight-time rates for RE and ARE

EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #1) Page 1 of 2**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Consultant The Hanna Group, an NV5 Co. Contract No. BRLO-5917(106) Date 03-30-17**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Manager	Mehrdad Varzandeh	70	\$ 82.13	\$ 5,749.10
Bridge Inspector	Mitch Shands	920	\$ 64.80	\$ 59,616.00
Doc Control/Labor	Susan Fenrich	180	\$ 40.01	\$ 7,201.80
Compliance			\$	\$ 0.00
			\$	\$ 0.00

LABOR COSTS

- a) Subtotal Direct Labor Costs \$ 72,566.90
- b) Anticipated Salary Increases (see page 2 for sample) \$ 0.00
- c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)] \$ 72,566.90

FRINGE BENEFITS

- d) Fringe Benefits (Rate: 37.44%)
- e) **TOTAL FRINGE BENEFITS**
[(c) x (d)] \$ 27,169.05

INDIRECT COSTS

- f) Overhead (Rate: 84.88%)
- g) Overhead [(c) x (f)] \$ 61,594.78
- h) General and Administrative (Rate: 0.00%)
- i) Gen & Admin [(c) x (h)] \$ 0.00
- j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] \$ 88,763.83

FEE (Profit)

- q) (Rate: 10.00%)
- k) **TOTAL FIXED PROFIT** [(c) + (j)] x (q) \$ 16,133.07

OTHER DIRECT COSTS (ODC)

Description	Unit(s)	Unit Cost	Total
l) Travel/Mileage Costs (supported by consultant actual costs)	5.5	\$ 1,020.00	\$ 5,610.00
m) Equipment Rental and Supplies (itemize)	165	\$ 120.00	\$ 19,800.00
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc.		\$	\$ 0.00
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)	1	\$ 82,063	\$ 82,063.00

p) **TOTAL OTHER DIRECT COSTS** [(l) + (m) + (n) + (o)] \$ 107,473.00**TOTAL COST** [(c) + (j) + (k) + (p)] \$ 284,936.81**NOTES:**

- Employees subject to prevailing wage requirements to be marked with an *.
- ODC items should be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered "tools of the trade" are not reimbursable.
- ODC items should be consistently billed directly to all clients, not just when client will pay for them as a direct cost.
- ODC items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in overhead rate.

ACTUAL COST - PLUS -FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Project Harbin Springs Road at Harbin Creek Bridge Replacement Client County of Lake
 Consultant 123 Engineering, Inc. Contract No. BRLO-5914(106) Date 3/29/2017

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Resident Engineer / Stru. Rep. - Field and Office	Paul Chang, P.E.	200	\$81.66	\$ 16,332.00
Resident Engineer / Stru. Rep. - Travel	Paul Chang, P.E.	80	\$81.66	\$ 6,532.80
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

LABOR COSTS

a) Subtotal Direct Labor Cost \$ 22,864.80
 b) Anticipated Salary Increases (see page 2 for sample) \$ -
 c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$ 22,864.80

FRINGE BENEFITS

d) Fringe Benefits (Rate: 50.00%) e) TOTAL FRINGE BENEFITS [(c) X (d)] \$ 11,432.40

INDIRECT COSTS

f) Overhead (Rate: 50.00%) g) Overhead [(c) X (f)] \$ 11,432.40
 h) General and Administrative (Rate: 21.00%) i) Gen & Admin [(c) X (h)] \$ 4,801.61
 j) TOTAL INDIRECT COSTS [(c) + (g) + (i)] \$ 27,666.41

FEE (Profit)

q) (Rate: 10.00%) k) TOTAL FIXED PROFIT [(c) + (j)] X (q)] \$ 5,053.12

OTHER DIRECT COSTS (ODC)

Description	Unit(s)	Unit Cost	Total
l) Travel/Mileage Costs (Per DIR Travel Guidelines)			
	Subsistence	6 days	\$ 120.00
	Mileage	4,800 miles	\$ 0.54
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc.			\$ -
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)			\$ -
p) TOTAL OTHER DIRECT COSTS [(l) + (m) + (n) + (o)]			\$ 3,312.00
TOTAL COST [(c) + (j) + (k) + (p)]			\$ 58,896.33

NOTES:

- Employees subject to prevailing wage requirements to be marked with an *.
- ODC items should be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered "tools of the trade" are not reimbursable.
- ODC items should be consistently billed directly to all clients, not just when client will pay for them as a direct cost.
- ODC items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in overhead rate.

Mr. Joe Reyes, PE
The Hanna Group
11060 White Rock Road #200
Rancho Cordova, CA 95670

RE: Proposal for Materials Testing Services
Harbin Springs Road Bridge Replacement
Lake County, CA

Mr. Reyes:

In response to your request, RMA Group has prepared the following pricing information for materials testing services for the Harbin Springs Bridge Replacement Project. Based on our review of the RFP and 95% project documents, it is our understanding that this project consists of the replacement of an existing bridge as well as the construction of new roadway approaches. We understand that the new bridge will consist of a cast-in-place concrete deck and reinforced concrete bridge abutments supported by conventional reinforced concrete spread footings.

SCOPE OF SERVICES

RMA Group proposes to provide construction field and laboratory testing. Our scope of work will include providing qualified technicians to project site to perform materials sampling and testing as well as performing laboratory testing at our Rancho Cordova laboratory facility.

- **EARTHWORK TESTING**

RMA Group will provide qualified, Caltrans-certified field and laboratory technicians to perform the testing required on the imported borrow, embankments, structural backfill, and aggregate base.

Earthwork performed will be tested in accordance with Section 19 of the California Standard Specifications. Compaction testing will be performed in accordance with California Tests 216 and 231.

Aggregate base will be tested in accordance with Section 26 of the Standard Specifications. Material for use on the project will be sampled and prequalified prior to delivery to the site. During production, aggregate base will be tested for aggregate gradation (California Test 202), Sand Equivalent (California Tests 217) at a frequency of one test each for every 500 cubic yards or for each day if placement does not exceed 500 cubic yards. Compaction testing will be performed in accordance with California Tests 216 and 231.

- **PORTLAND CEMENT CONCRETE**

RMA Group will provide qualified, Caltrans-certified field and laboratory technicians to perform the testing required on the Portland Cement Concrete (PCC) in accordance with the Caltrans Standard Specifications Section 90. Fresh concrete will be sampled in accordance with California Test 539 and tested as follows:

- California Test 504 – Air Content
- California Test 518 – Unit Weight
- California Test 557 – Temperature
- California Test 533 or 556 – Ball Penetration or Slump

In addition, concrete compressive strength cylinders will be fabricated during placement in accordance with California Test 540 and transported to our laboratory for final cure and compressive strength testing in accordance with California Test 521.

- **HOT MIX ASPHALT**

RMA Group will provide qualified, Caltrans-certified field and laboratory technicians to perform sampling and testing of hot mix asphalt (HMA) in accordance with Section 39 of the Project Special Provisions for the Standard Construction Process. HMA mix will be sampled from either the project site or from the production plant. HMA aggregates will be sampled from the plant. Samples of HMA and aggregates will be collected at a frequency of one sample for every 750 tons of production or one sample per day if production does not exceed 750 tons.

Production start-up testing will include the following:

- AASHTO T27 – Aggregate Gradation
- AASHTO T335 – Percent Crushed Particles
- AASHTO T96 – Los Angeles Rattler
- AASHTO T176 – Sand Equivalent
- AASHTO T304 – Fine Aggregate Angularity
- ASTM D4791 – Flat and Elongated Particles
- AASTHO T209 – Maximum Theoretical Specific Gravity
- AASHTO T329 – HMA Moisture Content
- AASHTO T283 – Moisture Susceptibility
- AASTHO T308 – Asphalt Binder Content by Ignition Oven
- AASHTO T324 – Hamburg Wheel Track

Quality Assurance testing during production will include the following:

- AASHTO T27 – Aggregate Gradation
- AASHTO T176 – Sand Equivalent
- AASTHO T209 – Maximum Theoretical Specific Gravity
- AASHTO T329 – HMA Moisture Content
- AASTHO T308 – Asphalt Binder Content by Ignition Oven
- AASHTO T275 – Bulk Specific Gravity of Compacted HMA Cores

TERMS

We propose to provide the services in accordance with the terms and conditions outlined herein. Invoices for our services will be prepared on a monthly basis for the services performed to date and are due and payable upon presentation. Any amount not paid within 30 days of the date due will bear interest at a rate of 18% per annum. In the event that legal action is instituted to enforce this agreement, the prevailing party will be entitled to reasonable attorney fees.

Charges for laboratory testing performed onsite will be based on the hourly rate of the personnel performing the tests. Additional tests may be performed at our central laboratory facility in Rancho Cordova, California. Charges for any tests performed at those central facilities will be billed at the unit test cost rates included in the attached schedule of fees.

Inspection and testing personnel will be provided on an hourly basis in accordance with the general conditions contained herein.

CLOSING

Thank you for the opportunity to submit this proposal. We look forward to working with you on this project. If the terms indicated in our offer are acceptable, we can begin our work upon receipt of your notice of acceptance and authorization to proceed

Submitted By:

RMA Group



Josh Summers
Project Manager



Jim Bishop
Northern California Regional Manager

Attachment: Cost Estimate Proposal
Fee Schedule

**Exhibit 10-H Cost Proposal
FEE PROPOSAL**

PROJECT	Harbin Springs Road Bridge Replacement	Date	04/03/17
CLIENT	Lake County		
CONSULTANT	RMA Group	17-263-P	

DIRECT LABOR

Classification	Hours	Hourly Rate	Total
Principal Engineer	2	\$59.02	\$118.04
Project Engineer	2	\$49.18	\$98.36
Project Manager	12	\$49.18	\$590.16
Supervising Technician	8	\$36.06	\$288.48
Administrative	16	\$22.15	\$354.40
Administrative Assistant	8	\$18.03	\$144.24
Journeyman Group 1	4	\$42.20	\$168.80
Journeyman Group 2	28	\$40.20	\$1,125.60
Journeyman Group 3	32	\$34.06	\$1,089.92
Journeyman Group 4	32	\$28.83	\$922.56
Apprentice Period 1	8	\$22.10	\$176.80
Apprentice Period 2	4	\$24.12	\$96.48
Apprentice Period 3	4	\$26.13	\$104.52
Apprentice Period 4	4	\$28.14	\$112.56
Apprentice Period 5	4	\$34.17	\$136.68

Escalation Factor	3%	
Total Direct Labor Costs	168	\$5,527.60

INDIRECT COSTS

Overhead	Rate	Total
General and Administrative	119.20%	\$6,588.90
	0.00%	\$0.00
	119.20%	\$6,588.90
Total Indirect Costs		\$6,588.90
TOTAL LABOR		\$12,116.50

Other DIRECT COSTS

	Quantity	Unit Rate	Total
AASHTO T27 – Aggregate Gradation	12	\$135.00	\$1,620.00
AASHTO T96 – Los Angeles Rattler	1	\$230.00	\$230.00
AASHTO T176 – Sand Equivalent	2	\$100.00	\$200.00
AASHTO T275 – Bulk Specific Gravity of Compacted HMA Cores	3	\$35.00	\$105.00
AASHTO T304 – Fine Aggregate Angularity	1	\$175.00	\$175.00
AASHTO T324 – Hamburg Wheel Track	1	\$205.00	\$205.00
AASHTO T329 – HMA Moisture Content	1	\$60.00	\$60.00
AASHTO T335 – Percent Crushed Particles	1	\$225.00	\$225.00
AASHTO T209 – Maximum Theoretical Specific Gravity	1	\$175.00	\$175.00
AASHTO T308 – Asphalt Binder Content by Ignition Oven	2	\$105.00	\$210.00
AASHTO T308 – Ignition Oven Correction Factor	1	\$250.00	\$250.00
ASTM D4791 – Flat and Elongated Particles	1	\$250.00	\$250.00
CTM 216 - CA Impact Max Density	8	\$170.00	\$1,360.00
CTM 227 - Cleanliness Value	1	\$165.00	\$165.00
CTM 229 - Durability Index	1	\$195.00	\$195.00
CTM 301 - R Value	1	\$250.00	\$250.00
CTM 521 - Compressive Strength of Concrete CT521	25	\$30.00	\$750.00
Per Diem	5	\$120.00	\$600.00
Subsistence	5	\$30.00	\$150.00
Mileage	1450	\$0.54	\$783.00
Nuclear Gauge	5	\$25.00	\$125.00
Sample Pick Up & Delivery	9	\$195.00	\$1,755.00

Total Other Costs	\$9,838.00
-------------------	------------

FEE (Profit)	10.00%	\$1,211.65
TOTAL COST		\$23,166.15

Schedule of Fees

EXPLORATORY AND FIELD TESTING EQUIPMENT

Description	Rate/Cost
Dutch Cone Penetrometer with Operator	\$185.00 /hour
Hollow Stem Auger Drill Rig with Operator	\$250.00 /hour
Portable Drilling Equipment with Operator	\$275.00 /hour
Bucket Auger Drill Rig with Operator	\$300.00 /hour
Air Rotary Drill Rig with Operator	\$350.00 /hour
Rotary Wash Drill Rig with Operator	\$350.00 /hour
Diamond Bit Core Rig and Generator	\$250.00 /day
Nuclear Density Test Gage	\$25.00 /day
Hand Held Turbidity Meter	\$15.00 /day
Ultrasonic Test Unit and Consumables	\$25.00 /day
Magnetic Particle Test Unit	\$15.00 /day
Skidmore	\$30.00 /day
Schmidt Hammer	\$20.00 /day
Torque Wrench	\$20.00 /day
Proof Load Testing Equipment	\$45.00 /day
Inertial Profiler	\$2,000.00 /day
ASTM C1028 Coefficient of Friction (Personnel w/Equipment)	\$350.00/day
Mini Environmental Quality Meter	\$200.00/day

LABORATORY TESTS

Aggregate Tests

Description	Rate/Cost
ASTM C131 Abrasion, Los Angeles Rattler	\$230.00 /each
ASTM C40 Organic Impurities in Fine Agg	\$95.00 /each
ASTM D4791 Flat & Elongated Particles	\$250.00 /each
ASTM D5821 Percent Fractured Particles	\$125.00 /each
ASTM C123 Percent Lightweight Particles	\$200.00 /each
ASTM C566 Moisture Content by Drying	\$20.00 /each
ASTM C1252 Angularity and Voids in Fine Agg	\$175.00 /each
ASTM C117 Materials Finer than No. 200	\$85.00 /each
ASTM C289 Potential Alkali Silica Reaction	\$450.00 /each
ASTM D2419 Sand Equivalent Value	\$115.00 /each
ASTM C136 Sieve Analysis-Combined Sample	\$165.00 /each
ASTM C136 Sieve Analysis-Fine Aggregate	\$145.00 /each
ASTM C136 Sieve Analysis-Coarse Aggregate	\$125.00 /each
ASTM C88 Soundness by Sodium Sulfate	\$425.00 /each
ASTM C127 Specific Gravity of Coarse Agg	\$125.00 /each
ASTM C128 Specific Gravity of Fine Agg	\$135.00 /each
ASTM C142 Clay and Friable Particles	\$190.00 /each
AASHTO T304 Angularity and Voids in Fine Agg	\$125.00 /each
AASHTO T84 Specific Gravity, Fine Agg	\$130.00 / each
AASHTO T85 Specific Gravity, Coarse Agg	\$120.00 / each
AASHTO T96 Abrasion, Los Angeles Rattler	\$230.00 / each
AASHTO T27 Sieve Analysis, Combined Agg	\$165.00 / each
AASHTO T27 Sieve Analysis, Fine Agg	\$145.00 / each
AASHTO T27 Sieve Analysis, Coarse Agg	\$125.00 / each
AASHTO T176 Sand Equivalent	\$115.00 / each
AASHTO T335 Crushed Particles	\$135.00 / each

LABORATORY TESTS

Asphalt Tests

Description	Rate/Cost
ASTM D2726 Core Density (SSD)	\$40.00 /each
ASTM D1188 Core Density Parafilm Coated	\$50.00 /each
ASTM D6926 Lab Max Density Marshall Method	\$240.00 /each
ASTM D6927 Marshall Stability and Flow	\$290.00 /each
ASTM D1561 LTMD Kneading Compactor	\$220.00 /each
ASTM D1560 Hveem Stability	\$240.00 /each
ASTM D1560 Hveem Stability and Density	\$265.00 /each
ASTM D2041 Maximum Theoretical Density	\$190.00 /each
ASTM D6307 Asphalt Content by Ignition	\$145.00 /each
ASTM D6307 Ignition Oven Calibration	\$250.00 /each
ASTM D2172 Asphalt Content by Solvents	\$205.00 /each
ASTM D4125 Asphalt Content by Nuclear Gauge	\$175.00 /each
ASTM D 5444 Gradation of Extracted Aggregate	\$165.00 /each
ASTM D244 Emulsion Residue, Evaporation	\$175.00 /each
ASTM D244 Emulsion Sieve Analysis	\$115.00 /each
ASTM D3910 Wet Tract Abrasion	\$200.00 /each
AASHTO T283 Tensile Strength Ratio	\$950.00 /each
AASHTO T324 Hamburg Wheel Tracking Test	\$650.00 / each
AASHTO T312 Core Density Paraffin Coated	\$50.00 / each
AASHTO T312/T275 LTMD Gyrotory Compactor	\$325.00 / each
AASHTO T308 Asphalt Content by Ignition	\$145.00 / each
AASHTO T308A Ignition Oven Calibration	\$250.00 / each
AASHTO T209 Theoretical Maximum Density	\$190.00 / each

Concrete Tests

Description	Rate/Cost
Mix Design Review – Calculations Only	\$300.00 /each
ASTM C39 Concrete Cylinder Cured or Tested	\$27.00 /each
ASTM C39 Cylinder Tested out of Sequence	\$35.00 /each
ASTM C39 Compressive Strength - Core	\$50.00 /each
ASTM C495 Lightweight Concrete Strength	\$45.00 /each
ASTM C78 Flexural Strength - Beam	\$95.00 /each
ASTM C39 Gunite Cyl Compression Test	\$35.00 /each
ASTM C1140 Shotcrete Panel Test	\$275.00 /each
ASTM C649 Concrete Modulus of Elasticity	\$225.00 /each
ASTM C157 Linear Shrinkage (Set of 3)	\$430.00 /each
ASTM C138 Unit Weight of Concrete	\$55.00 /each
ASTM C495 Oven Dry Density Light Weight Conc	\$175.00 / each
ASTM C496 Splitting Tensile Test	\$90.00 /each
AASHTO T336 Coefficient of Thermal Expansion	\$400.00 /each

Schedule of Fees

LABORATORY TESTS

Caltrans Tests

Description	Rate/Cost
CT 202 Sieve Analysis-Combined Sample	\$165.00 /each
CT 202 Sieve Analysis-Fine Aggregate	\$145.00 /each
CT 202 Sieve Analysis-Coarse Aggregate	\$125.00 /each
CT 204 Plasticity Index Atterberg	\$195.00 /each
CT 205 Percentage Crushed Particles	\$125.00 /each
CT 206 Specific Gravity of Coarse Aggregate	\$95.00 /each
CT 207 Specific Gravity of Fine Aggregate	\$120.00 /each
CT 208 Apparent Specific Gravity of Fines	\$145.00 /each
CT 209 Specific Gravity of Soils	\$130.00 /each
CT 211 Abrasion by Los Angeles Rattler	\$230.00 /each
CT 213 Organic Impurities in Sand	\$95.00 /each
CT 214 Soundness by Sodium Sulfate	\$425.00 /each
CT 216 California Impact Max Density	\$230.00 /each
CT 216 CA Impact Max Dens - Rock Correction	\$45.00 /each
CT 217 Sand Equivalent Value	\$115.00 /each
CT 226 Moisture Content by Oven Drying	\$20.00 /each
CT 227 Cleanness Value	\$230.00 /each
CT 229 Durability Index	\$275.00 /each
CT 234 Angularity & Voids Fine Aggregate	\$175.00 /each
CT 235 Flat and Elongated Particles	\$225.00 /each
CT 301 Resistance R-Value Stabilometer	\$295.00 /each
CT 303 Approximate Bitumen Ratio	\$250.00 /each
CT 304/308 LTMD Kneading Compactor	\$220.00 /each
CT 305 Swell of Bituminous Mixtures	\$285.00 /each
CT 308 (A) Core Density Paraffin Coated	\$50.00 /each
CT 308 (C) Core Density SSD	\$40.00 /each
CT 308, CT 366 Stability & Density	\$265.00 /each
CT 309 Maximum Theoretical Density	\$190.00 /each
CT 366 Stabilometer Value	\$240.00 /each
CT 370 Moisture Content by Microwave	\$60.00 /each
CT 371 Tensile Strength Ratio	\$950.00 /each
CT 379 Asphalt content Nuclear Gauge	\$175.00 /each
CT 382 Asphalt Content, Correction Factor	\$250.00 /each
CT 382 Asphalt Content by Ignition Oven	\$145.00 /each
CT 417 Soluble Sulfates	\$95.00 /each
CT 422 Chloride Content	\$110.00 /each
CT 515 Relative Mortar Strength, PCC Sand	\$600.00 /each
CT 521 Concrete Compressive Strength	\$27.00 /each
CT 523 Conc Flexural Strength - Beam	\$95.00 /each
CT 531 Length of Drilled Concrete Cores	\$45.00 /each
CT 534 Water Retention, Liq Curing Compnd	\$425.00 /each
CT 550 Surface Abrasion of Concrete	\$400.00 /each
CT 643 Resistivity and pH	\$95.00 /each

Masonry Tests

Description	Rate/Cost
ASTM C140 Block Compressive Strength	\$65.00 /set
ASTM C140 Block Moisture & Absorption	\$75.00 /set
ASTM C426 Block Linear Shrinkage	\$275.00 /set
ASTM C140 Block Unit Wt & Dimensions	\$195.00 /set
ASTM C90 Masonry Block Conformance	\$550.00 /set
ASTM C67 Brick Compressive Strength	\$85.00 /set
ASTM C67 Brick Moisture & Absorption	\$75.00 /set
ASTM C67 Brick 5 Hour Boil	\$95.00 /each
ASTM C67 Brick Modulus of Rupture	\$95.00 /each
ASTM C780 Mortar Cylinder Compression	\$30.00 /each
ASTM C1019 Grout Prism Compression	\$30.00 /each
ASTM C1314 Masonry Core Cmp Str 8" max dia	\$65.00 /each
ASTM C1314 Masonry Core Shear 8" max dia	\$75.00 /each

LABORATORY TESTS

Masonry Tests (cont'd)

Description	Rate/Cost
ASTM E519 Assemblage Comp Str 8" Block	\$85.00 /each
ASTM E519 Assemblage Comp Str 12" Block	\$100.00 /each
ASTM E519 Assemblage Comp Str 16" Block	\$125.00 /each
ASTM C109 Compression Test 2" Cube	\$30.00 /each

Soils Tests

Description	Rate/Cost
ASTM D4318 Plasticity Index of Soils	\$195.00 /each
ASTM D1883 CA Bearing Ratio of Soils	\$450.00 /each
ASTM D2435 Consolidation	\$200.00 /each
ASTM D2435 Consolidation, with Time Rate	\$250.00 /each
ASTM D3080 Direct Shear, Consol & Drained	\$200.00 /each
ASTM D4829 Expansion Index of Soils	\$150.00 /each
ASTM D2166 Unconfined Comp Strength	\$250.00 /each
ASTM D2434 Const Head Permeability Test	\$350.00 /each
ASTM D5333 Hydro-Collapse Potential	\$175.00 /each
ASTM D2050 Tri-Axial Shear Strength	\$350.00 /each
ASTM D422 Hydrometer Analysis	\$250.00 /each
ASTM D854 Specific Gravity of Soils	\$175.00 /each
ASTM 4546 Swell Potential	\$175.00 /each
ASTM D4943 Shrinkage Factor by Resin	\$190.00 /each
ASTM D559 Soil Cement Sample Preparation	\$75.00 /each
ASTM D558 Soil Cement Maximum Density	\$200.00 /each
ASTM D1633 Compression Test Soil Cement	\$55.00 /each
ASTM D2937 In-Place Density, Drive Cylinder	\$20.00 /each
ASTM D2216 Soil Moisture Content by Mass	\$15.00 /each
ASTM D698 Maximum Density Std Effort	\$190.00 /each
ASTM D1557 Max Density Optimum Moisture	\$225.00 /each
ASTM D2974 Moisture, Ash, Organic Matter	\$75.00 /each
ASTM D4972 pH of Soils	\$50.00 /each
ASTM D2844 R-Value & Expansion Pressures	\$295.00 /each
ASTM D2419 Sand Equivalent	\$115.00 /each
ASTM D422 Sieve Analysis of Soils	\$165.00 /each
ASTM D1140 Materials Finer than #200	\$85.00 /each
AASHTO T100 Specific Gravity of Soils	\$175.00 /each

Reinforcing Steel Bars

Description	Rate/Cost
ASTM A370 Rebar Tension up to #8	\$40.00/each
ASTM A370 Rebar Tension #9 to #11	\$50.00/each
ASTM A370 Rebar Tension #14	\$80.00/each
ASTM A370 Rebar Tension #18	\$120.00/each
ASTM E290 Bend Test Rebar up to #8	\$30.00/each
ASTM E290 Bend Test Rebar #9 to #11	\$40.00/each
ASTM E290 Bend Test Rebar #14	\$80.00/each
ASTM E290 Bend Test Rebar # 18	\$120.00/each

Schedule of Fees

LABORATORY TESTS

Mechanical Splices of Reinforcing Steel

Description	Rate/Cost
CT670 Tensile Strength up to #8	\$50.00 /each
CT670 Tensile Strength #8 - #11	\$75.00 /each
CT670 Tensile Strength #14	\$100.00 /each
CT670 Tensile Strength #18	\$150.00 /each
CT 52-1-08C Slip Test	\$150.00 /each

Operator Qualifications Reinforcing Steel Bar Splicing

Description	Rate/Cost
CT670 Op Qual Ult Butt Splice to #8	\$300.00 /each
CT670 Op Qual Ult Butt Splice #9-#11	\$350.00 /each
CT670 Op Qual Ult Butt Splice #14	\$500.00 /each
CT670 Op Qual Ult Butt Splice #18	\$650.00 /each
CT670 Op Qual Service Splice to #8	\$220.00 /each
CT670 Op Qual Service Splice #9 to #11	\$240.00 /each
CT670 Op Qual Service Splice #14	\$300.00 /each
CT670 Op Qual Service Splice #18	\$400.00 /each

Production Lot Reinforcing Steel Bar Splicing

Description	Rate/Cost
CT670 Production Lot up to #8	\$230.00 /lot
CT670 Production Lot #9 to #11	\$280.00 /lot
CT670 Production Lot #14	\$450.00 /lot
CT670 Production Lot #18	\$600.00 /lot

Headed Reinforcing Steel Bars

Description	Rate/Cost
ASTM A370 Headed Bar Tensile up to #8	\$200.00 /lot
ASTM A370 Headed Bar Tensile #9 to #11	\$250.00 /lot
ASTM A370 Headed Bar Tensile #14	\$380.00 /lot
ASTM A370 Headed Bar Tensile #18	\$500.00 /lot

Prestressing Wires

Description	Rate/Cost
ASTM A416 Stress-Strain Analysis	\$170.00 /each
ASTM A416 Tensile Test Only	\$125.00 /each

LABORATORY TESTS

Structural Steel Tests

Description	Rate/Cost
ASTM A370 Tensile Up to 100K lbs (Eac	\$50.00 /each
ASTM A370 Tensile Up to 200K lbs (Each)	\$55.00 /each
ASTM A370 Tensile Up to 300K lbs (Each)	\$65.00 /each
ASTM A370 Tensile Up to 400K lbs (Each)	\$110.00 /each
ASTM A370 Tensile 400K - 500K lbs (Each)	\$300.00 /each
ASTM A370 Tensile Stress-Strain Percent Offset	\$150.00 /each
AWS Weld: Macroetch	\$65.00 /each
AWS Weld: Fracture	\$30.00 /each
AWS Bend Test	\$45.00 /each
ASTM A370 Rockwell Hardness (Each)	\$80.00 /each
Steel Chemical Analysis	\$145.00 /each

High Strength Bolts

Description	Rate/Cost
ASTM F606 Bolt Axial Tensile to 7/8"	\$50.00 /each
ASTM F606 Bolt Wedge Tensile to 7/8"	\$65.00 /each
ASTM F606 Bolt: Axial 7/8" - 1 1/2"	\$70.00 /each
ASTM F606 Bolt Wedge Tensile 7/8" to 1 1/2"	\$80.00 /each
ASTM F606 Bolt: Proof Load Test up to 7/8"	\$75.00 /each
ASTM F606 Bolt: Proof Load Test up to 1 1/2"	\$90.00 /each
ASTM F606 Nut: Proof Load Test up to 7/8"	\$55.00 /each
ASTM F606 Nut: Proof Load Test up to 1 1/2"	\$70.00 /each

Spray Applied Fire Proofing Tests

Description	Rate/Cost
ASTM E605 Spray Applied Fireproofing Density	\$75.00 /each

Schedule of Fees

General Charges

- RMA Group requires twenty-four (24) hour prior notification for scheduling inspectors and/or technicians.
- When personnel are required to work in excess of 5 hours without an uninterrupted meal period of 30 minutes, due to project constraints, ½ hour will be charged at double time rates in addition to any applicable hours worked.
- Rates are valid through June 30, 2018. Rates for personnel will increase by 3% per year on July 1st of each subsequent year.
- Administrative/clerical support will be charged at 5% of the monthly direct charges.
- Outside services will be billed at cost plus 15% unless billed directly to and paid for by Client.
- Requests made by client for management attendance at meetings at the project site will be charged at standard rate.

Overtime Charges

- Work performed in excess of 8 hours per day and/or up to eight (8) hours on Saturdays will be billed at 1.5 times the unit rate.
- Work performed on Sunday, recognized holidays, or in excess of eight (8) hours on Saturdays will be billed at 2.0 times the unit rate.

Per Diem and Travel Charges

- A \$120.00 charge per day will be applied when our personnel are required to stay overnight at remote locations.
- Time will be billed at the unit rate while traveling to a remote location or if a location requires an overnight stay
- Mileage for travel outside a 50-mile radius from either the project site or the nearest RMA facility whichever is closest, will be charged at a rate of \$0.54 per mile.

Night Work

A \$6.00 per hour surcharge will be added to all personnel rates for work performed during night shifts.