

CONSULTING SERVICES MANUAL

a guide for the administration of professional services contracts



Preface

This Guide has been prepared to satisfy several objectives vital to the task of coordinating a project with the use of contracted services.

The first objective is to orient County staff, consultants and cooperating agencies to the basic procedures and fundamental concepts that are necessary to coordinate a transportation capital improvement project with specific concerns applicable to the Riverside County Transportation Department, hereinafter referred to as RCTD.

A second objective is to create a single manual that will be a handy desk reference and source of information and electronic form templates to allow a more effective implementation of consulting services.

An original version of this guide was written in 1999 and at that time RCTD used consulting services sparingly. An increase in funding for large-scale projects has created a greater need for consulting services and a corresponding need for an update to this manual. At the time of the writing of the original manual, RCTD

used local funding almost exclusively for consulting services and the manual was prepared accordingly. This version will conform to updated procedures derived from requirements mandated by federal or state agencies. A rising need for consulting services and a corresponding need for funding has resulted in increased efforts to fund consulting services using federal and state funds. This manual is consequently being updated with references to federal and state regulations and procedures necessary to obtain and expend these funds.

The content and procedures provided in this guide are developed with a primary focus on the administration of “Professional Engineering Services”, however, the general principles and basic process is relevant and applicable to many other professional services contracts.

This documentation along with the sample documents and forms have been prepared with the intent to be distributed electronically. The electronic versions are intended to be available on the RCTD computer network as well as the World Wide Web at...

www.rctlma.org/trans/engineering-services/consulting-manual).

Table of Contents

Preface	i
Table of Contents	iii
Introduction	1
Contracts	3
Types	3
Methods for Payment	9
Roles & Responsibilities	11
Contract Administrator	11
Division Managers	12
Directors Office	13
Project Development Contracts Group	13
Funding Programs Group	14
TLMA	14
TLMA Administrative Services	14
TLMA Purchasing Staff	15
Board of Supervisors	15
County Counsel	15
Purchasing Department	16
Legislative & Agency Requirements	17
Federal Regulations and References	18
State Regulations and References	20
Local Regulations and References	25
Regulations and References “Updating Policy” for this Manual	27
Consultant Procurement Process	29
Process Flow Chart	31
Prepping for the Hiring Process	33
Selecting the Consultant(s)	43
Procurement Protest Policy	47
Contract Prep & Negotiation	53
Award Process	68
Contract Administration	69
Communication & Coordination	71
Status & Oversight	72
Administration	84
Contract Closeout	90
Appendices	
Legislative Documents	A
RFQ & RFP Documents	B
Contract Boilerplates	C
Work Breakdown Structure	D
Scope of Services Samples	E
Scheduling Guides	F
Estimating Guides	G
Administration Forms	H
Filing System	I

Introduction

RCTD has a dynamic multi-year capital improvement program, which inherently contains workload peaks and valleys. Staffing limitations and other constraints add pressure to RCTD’s ability to deliver quality projects on time and within budget. Increasingly, RCTD is building bigger and more complex projects requiring specific expertise in many disciplines some of which RCTD does not have. In an effort to deliver the programmed work in accordance with RCTD’s Board of Supervisors approved capital improvement programmed referred to as the “Transportation Improvement Program” or “TIP”, RCTD retains professional consultants to augment its capabilities during peak workloads or other critical periods and/or to provide specialized expertise where needed.

While there is no one “correct” format to follow in the administration of professional services contracts, there are certain elements that are time-tested as essential for proper project management. The following pages represent guidelines that have been developed from many years of administration experience and effort performed by a variety of governmental agencies. It is an

underlying principle that every step of the consultant selection and management process is predicated on the goal of producing a quality product for the public. There are costs involved. It may cost more money and time to design and review. However, these expenditures in turn can prevent errors and omissions, thus saving unexpected costs. These guidelines are expected to serve as a useful tool in obtaining and managing consultant services in a proper and consistent manner in order to satisfy the goal of a quality product.

There are many mandatory procedural requirements involved in the use of consultant services that are dictated by a variety of sources including legislation, government codes, revenue sources, Board of Supervisor policies and other influences. However, many of the procedures and processes described in this manual are recommended based on past experiences and not simply because they are mandatory. It is inherent that everyone involved exercises good judgment in the implementation of the processes and procedures identified in this manual.



Contracts

Types

RCTD employs several types of contracts to supplement staffing and deliver projects. These include Project-specific, Multi-phase, On-Call, Purchase Order and Emergency contracts. RCTD primarily uses Project-specific and On-Call contracts for consulting services. Purchase Orders are used infrequently and generally if one of the other formats is not practical. Emergency contracts are only used in cases of emergency and are almost exclusively used for contractor or public works construction services. Multi-phase contracts have not historically been used much but RCTD has started using them more frequently as a result of the increasing contract budgets (multi-million \$) and substantially long project delivery times (10+ years). A brief synopsis of each of these contract types is provided below.

Project -specific

Project-specific contracts are intended for the performance of a defined scope of work related to a specific project or projects. Project-specific contracts generally are used by RCTD to provide services that cover a significant portion

of the project development process including full service design and environmental efforts necessary to prepare plan, specifications and estimate packages and to obtain environmental clearance. They are also used to provide Construction Management Services necessary to manage the construction and construction engineering of complex construction projects.

For these types of contracts a single consultant may provide all services or may function as prime consultant managing the work of several sub consultants under contract to the prime. Having a single consultant perform the full suite of project development services or manage a team with sub-consultants that perform the services, simplifies the processing, coordination and responsibilities for the work.

At RCTD, Project-specific contract services are frequently obtained in two categories for design: roads (general civil road design) and bridges (structures). This provides a good match between the general expertise of the available consultants and the requirements of RCTD's projects.

The process of solicitation used by RCTD is a qualification based selection and may be for the purpose of obtaining a consultant for a single project or for the development of a prequalified list used for multiple projects (locally funded projects only).

Multi-phased

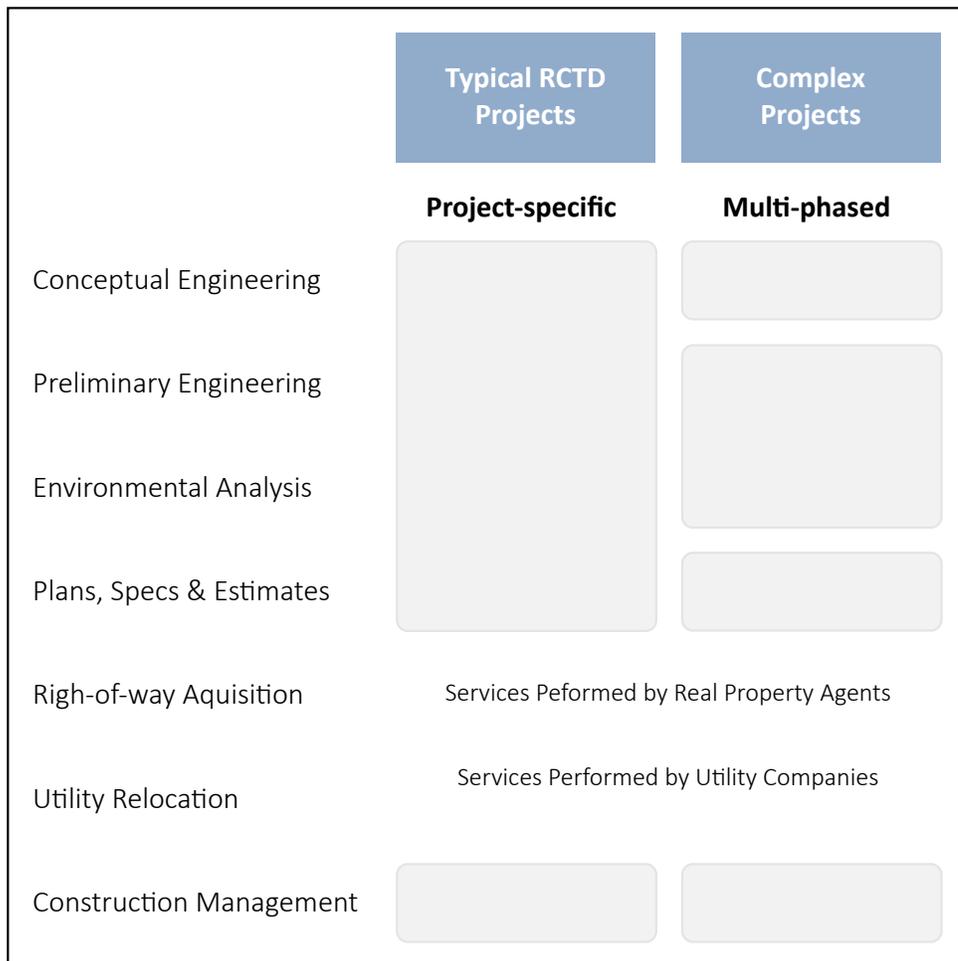
Multi-phased contracts are Project-specific contracts where the defined scope of work is divided into phases that are negotiated and executed individually as the project progresses. Consultant procurement for these contracts is consistent with the Project-specific contracts with the exception that the scope is divided and authorized by phase.

As previously noted, RCTD is working on increasingly complex and costly projects with corresponding longer delivery times. RCTD has experienced some difficulties with long-term Project-specific contracts that are at least partially

resolved by the use of Multi-phase contracts. Some of the benefits that Multi-phased contracts provide are...

- Significant changes in service needs in later phases of a project required as a result of changes identified in the early stages can be easily addressed when negotiating subsequent phases.
- Staffing turnover occurring on projects with long durations can be addressed when each phase is negotiated.
- Staffing salary increases can be more accurately accounted for on projects with long durations.
- Fewer unanticipated contract amendments are needed because the scope and budget are based on more defined scopes of work and for shorter periods of time.

Segmenting Consulting Work



On-call

On-call services are used to supplement RCTD staffing levels and provide specialized services for small and/or unanticipated work assignments. Two primary goals of On-call services are to simplify the hiring process and provide improved responsiveness to department needs and commitments. These goals are in part accomplished by performing one selection process rather than one for each task. The services provided under these contracts are typically much smaller in scope and cost than services performed under the Project-specific and Multi-phased contracts. These contracts are often used for specific single function tasks such as preparing an environmental technical report or performing a traffic study. RCTD currently uses On-call consultants to provide a variety of services including: survey, roadway design, traffic design, developmental plan check, signal design, construction inspection, material testing, and environmental studies. Separate solicitations are performed for each specialty.

Consultants for these types of contracts are also obtained through a qualification based selection process and multiple consultants may be retained through a single solicitation. Consultants enter into multi-year contracts (generally 3 to 5 years) with an established maximum annual budget. These contracts are approved and executed by the County Board of Supervisors. Individual Work Assignments are negotiated with the consultant and are documented with a scope, budget and schedule package that is approved by the Consultant and RCTD.

On-call contracts are not recommended for use when the services to be provided are funded in-whole or in-part using federal or state funds. The lengthy process required under the federal and state guidelines is generally incompatible with RCTD's goal of improving responsiveness and simplifying the process. It is also very difficult to comply with recently established DBE requirements given the indefinite nature of On-call services. Procedures for using On-call services contracts for services paid with federal or state funds are not a part of this manual. Staff wanting to use On-call contracts with federal or

state funds will need to refer to Chapter 10 of Caltrans' Local Assistance Procedures Manual (LAPM) for guidance on how to do so.

Purchase Order

The County Board of Supervisors has delegated certain authority to the County Purchasing Department for the purpose of purchasing goods and services. The Purchasing Department can for example, contract out services without Board involvement or approval for services that cost up to \$100,000 if they follow formal bidding procedures. The Purchasing Department can also authorize contracts up to \$25,000 without formal bidding procedures (sole source). The Purchasing Department contracts out these services by use of formal purchase order procedures that they have developed.

RCTD has a variety of purchasing needs that are satisfied through the use of purchase orders. RCTD has used purchase orders for the purpose of obtaining consulting services, however, it is infrequently done for the following reasons.

- Purchase orders are processed by the Purchasing Department and not RCTD. RCTD therefore does not have control over the process and is subject to the workload levels, staffing limitations and multiple departmental priorities of the Purchasing Department.
- The procedures as established by the Purchasing Department may not account for the various processing requirements inherent in a RCTD funded project.
- RCTD services contract budgets generally exceed the authority limits of the Purchasing Department and therefore need to be approved by the Board of Supervisors. This negates the benefits of potentially faster processing times that may be possible when processing through Purchasing.

In recognition of these and other needs, there are currently two staffing positions funded within the County's Transportation and Land Management Agency that are in part to facilitate the processing of purchase orders for RCTD.

See *TLMA Purchasing Staff* in Chapter 2 (Roles & Responsibilities) for additional details regarding the duties and authority of the two purchasing positions.

Emergency

In cases of Emergency, RCTD has authority to perform work and services without following procedures typically required that would delay the performance of the work. The Board of Supervisors has delegated certain authority to the Director of Transportation to approve the work and the cost of the work may be reimbursed from federal or state funds if the emergency and work performed meet certain requirements. Emergency contracts are used most often to perform public works construction activities, which is not covered as part of this manual.

On January 11, 2011, the Board of Supervisors adopted Resolution No 2011-015 that in part delegated to the Director of Transportation the authority to execute contracts for material purchase or both work and material for the repair, maintenance or safeguarding of County highways and transportation facilities, without advertising for bids, when in the judgment of the Director of Transportation the public interest and necessity demand immediate action to safeguard life, health or property pursuant to Public Contract Code §20395. In no case shall the expenditure upon any Director approved contract exceed the sum of \$500,000.

The Federal Highway Trust Fund provides an Emergency Relief (ER) Program for the repair or reconstruction of federal-aid highways that have suffered serious damage as a result of natural disaster or catastrophic failures from an external cause. This program helps pay for unusually heavy expenses resulting from extraordinary conditions.

The Federal Highways Administration classifies a repair as an eligible emergency repair if it is performed during and immediately following a disaster and if one of the following three criteria is met:

- The purpose of the repair is to restore essential traffic; this includes proper maintenance of traffic during emergency operations.
- The purpose of the repair is to minimize the extent of damage.
- The purpose of the repair is to protect remaining facilities.

Three basic characteristics must be met for a site to be potentially eligible for the ER program:

- The event has been a federally declared event,
- The site is within the right-of-way of a Federal-aid highway facility, and
- The site meets a minimum threshold amount of \$5,000.

Methods for Payment

There are several methods that can be use to make payments to consultants including, Actual Cost-Plus-Fixed Fee, Cost Per Unit of Work, Specific Rates of Compensation, Lump Sum, Time and Material, Incentive based contracts and others. The County has not set any limitations on the methods for payment of consulting services, however, the State Department of Transportation (Caltrans) currently allows four methods for reimbursement. The four methods allowed by Caltrans are:

- Actual Cost-Plus-Fixed Fee
- Cost Per Unit of Work
- Specific Rates of Compensation
- Lump Sum

RCTD has historically used Actual Cost-Plus-Fixed Fee and Specific Rates of Compensation methods for A&E consulting services. Actual Cost-Plus-Fixed Fee is the typical method of payment used for Project-specific contracts and Multi-phased contracts with the exception of Construction Management Services that typically employ Specific Rates of Compensation as the method of payment. Specific Rates of Compensation are also used as the method of payment for On-call services. Procedures for using Cost Per Unit of Work or Lump Sum methods of payment are not a part of this manual. Staff wanting to use either of these methods of payment will need to refer to Chapter 10 of Caltrans' LAPM for guidance on how to do so.

RCTD's implementation of Actual Cost-Plus-Fixed Fee and Specific Rates of Compensation are generally described below.

ACTUAL COST-PLUS-FIXED FEE

The consultant is reimbursed for actual costs incurred and receives an additional predetermined amount as a fixed fee (profit). Federal regulations require that profit be separately negotiated from contract costs and that the fixed fee is not adjustable during the life of the contract. The fixed fee dollar amount must be clearly stated in the contract. This method of payment is appropriate when the extent, scope, complexity, character, or duration of work cannot be precisely predicted. Fixed fees apply to the total direct and indirect costs. The contract shall specify a reasonable maximum length of contract period and a maximum total contract dollar amount. The contract cost proposal must identify all key employees and/or classifications to be billed. New key employees and/or classifications must be approved before they incur work on the contract or the costs can be questioned or disallowed.

SPECIFIED RATES OF COMPENSATION

The consultant is paid at an agreed and supported specific fixed hourly rate for each class of employee engaged directly in the work. Such rates of pay include the consultant's estimated costs and net fee (profit). Federal regulations require that profit be separately negotiated from contract costs. The specific rates of compensation, except for an individual acting as a sole proprietor, are to include an hourly breakdown, direct salary costs, fringe benefits, indirect costs, and net fee. Other direct costs may be included, such as travel and equipment rentals, if not already captured in the indirect cost rate.

This method is recommended for specialized or support type services, such as construction engineering and inspection, where the consultant is not in direct control of the number of hours worked or if monitoring of consultant's level of effort and staffing is required. This method also simplifies the administration of progress payments and is appropriate for the smaller tasks that are authorized under On-call services.

A graphic illustration featuring a pyramid of stylized human figures in business attire. At the top is one female figure. Below her are two male figures. The base of the pyramid consists of five figures, alternating in gender (male, female, male, female, male). All figures are holding briefcases. The title 'Roles & Responsibilities' is centered over the middle of the pyramid.

Roles & Responsibilities

Contract Administrator

The County Contract Administrator, typically named in the consultant agreement, will be responsible for the quality of contract products or services, and should be involved throughout the development of the contract provisions. The contract administrator must be qualified to ensure the work pursued is complete, accurate and consistent with the terms and conditions of the contract. The contract administrator's duties may include:

- Coordinating with the Division Manager in the evaluation and determination for the need to use consulting services.
- Providing direction to ensure the consultant selection process is completed in accordance with RCTD and other relevant policies and regulations.
- Analyzing of the selected consultant's cost proposal and negotiating the fee and terms of the contract.
- Preparing appropriate documents and forms necessary to obtain the Board of Supervisors approval of the contract and all amendments.

- Serving as the successful consultant’s primary contact person.
- Monitoring the consultant’s progress and providing direction.
- Approving the consultant’s progress payments.
- Managing coordination between the consultant and other agencies and functional groups within RCTD.
- Disseminating contract deliverables to functional groups with the technical expertise and responsibility to review and approve each deliverable.
- Ensuring that contracted projects are completed according to the prescribed technical standards, on schedule, within budget and in accordance with RCTD and other relevant policies and regulations.

Division Managers

RCTD’s organization is structured with specific functions and expertise separated into groups called Divisions. RCTD’s various Divisions provide technical and expert knowledge vital to the project development process. This expertise includes in part the following functions:

- Environmental
- Traffic Engineering
- Survey
- Highway Operations
- Construction Management

It is the Contract Administrator’s responsibility to coordinate with, seek feedback and obtain approvals from each functional group, as needed during the performance of the contract services.

Division Managers are responsible for managing staff levels in their respective divisions and are the authority for approving the use of specific consulting services within their group. Division Managers work with their staff to evaluate and determine the need to supplement staffing with consulting services. With the exception of On-call services, staff working under the Division Manager will

typically be assigned the position of Contract Administrator and will coordinate the hiring and administration of the services with the Division Manager. The Division Manager assumes the position of Contract Administrator for On-call services contracts and manages the use of On-call services by staff.

Directors Office

The Directors Office is the final Department authority for approval of all RCTD contracts and is responsible for decisions related to protests resulting from any Professional Consulting Services hiring process.

The hiring of consultants is a very public process with solicitations being advertised in local newspapers or on the Transportation Department website. Consulting firms often contact the Directors Office as a part of their public relation activities. It is not unusual for inquiries to come through the Directors Office. It is therefore important for the Director's office to be informed regarding impending or active solicitations.

Project Development Contracts Group

The Project Development Contracts Group is primarily responsible for processing the public bidding of RCTD improvement projects.

The manager of the Contracts Group is typically assigned the responsibility for performing the duty of Liaison Officer for coordinating Disadvantaged Business Enterprise (DBE) requirements with Caltrans. As part of receiving federal financial assistance, each local agency is required to designate a DBE Liaison Officer who has a responsible position in the organization and direct access to the head of the agency.

Funding Programs Group

The Funding Programs Group is responsible for preparation of RCTD’s capital improvement programming document referred to as the “Transportation Improvement Program” or “TIP”. The Funding Programs Group also provides support for many other funding related activities including:

- Identify potential project funding;
- Assist with procedural requirements to satisfy funding mandates;
- Prepare and submit various funding documents;
- QA/QC project activities related to funding and expenses such as contracts and invoicing approval.

TLMA

The County of Riverside Transportation & Land Management Agency (TLMA) is the umbrella agency for six county departments of which RCTD is one. The six departments are the Planning Department, Building & Safety Department, Code Enforcement Department, Environmental Programs Department, Administrative Services Department and the Transportation Department.

TLMA Administrative Services

The Administrative Services Department of the Transportation and Land Management Agency provides fiscal services, including administration of accounts receivable and accounts payable. Specifically, TLMA Administrative Services processes RCTD consultant services invoices and bills appropriate funding agencies for reimbursement. TLMA Administrative Services staff provides certain quality control checks as part of the payment processing service.

TLMA Purchasing Staff

TLMA holds two positions that support the processing of purchase orders. The two positions are Agency Buyer and the Procurement Contract Specialists.

Purchase orders issued by the Agency Buyer and the Procurement Contract Specialist are processed in accordance with Riverside County procedures.

The specific procedures for obtaining services through a purchase order are generally determined based on the cost of the purchase as outlined below.

Agency Buyer

Amount	Standard	Sole Source
< \$1,000	Quotes not req'd & Agency Approval	Agency Approval
< \$25,000	Informal Quotes & Agency Approval	Purchasing Approval

Procurement Contract Specialist

Amount	Standard	Sole Source
< \$100,000	Formal Bid & Agency Approval	Board Approval
> \$100,000	Formal Bid & Board Approval	Board Approval

Board of Supervisors

The Board of Supervisors is the governing body of the County. The Board enacts ordinances and resolutions, adopts the annual budget, approves contracts and appropriates funds.

County Counsel

The Office of County Counsel is a full-service law office that handles civil matters for the County of Riverside. The office provides RCTD with advisory and litigation support.

Purchasing Department

The County Board of Supervisors has delegated certain authority to the County Purchasing Department for the purpose of purchasing goods and services. In addition, the Purchasing Department, through the County Contract Compliance Officer manages the Women/Minority/Disabled Veteran program established by County Board Policy B-17. The Purchasing Department is responsible for:

- Providing assistance and guidance to other Departments in regards to policy.
- Providing outreach services and assistance to M/W/DVBE firms.



Legislative & Agency Requirements

Road improvement projects managed by RCTD vary in cost ranging from a few hundred thousand dollars up to several hundred million. Funding these projects often involves a complex combination of federal, state and local funds. Currently, RCTD has identified over 300 funding programs that have provided or can potential provide funding for transportation related projects. Many of these fund sources require strict processing requirements and often dictate the process and procedures a project must follow. Projects may also encroach into a neighboring agencies jurisdiction. Encroachment generally prompts the need for an agreement between the agencies that may also dictate process and procedural requirements. Beyond the funding and cooperating agency requirements, there are also various laws and regulations at the federal, state and local levels that must be complied with.

It was noted in the Preface that this manual is provided as a guide to be implemented with some judgment. As discussed above, there are potentially many mandatory requirements involved in using consultants that must be

complied with. This chapter attempts to highlight some of the common requirements and references that RCTD project management must consider when using consultants.

Experience has shown RCTD that projects funded with federal funds and to a lesser extent with state funds, have different processing requirements than projects with local funding. Federal and state funds introduce several additional requirements. However, all projects with a federal nexus have fairly consistent requirements. The same can be said for state or locally funded projects. Because the process resulting from the of level of government funding (federal, state or local involvement) is so different for each level of funding, the regulations and requirements outlined in this chapter are therefore segmented into these same main categories of federal, state and local requirements.

Federal Regulations and References

Consultant services funded in whole, or in part, with federal-aid highway program funds are required to be procured and administered in accordance with the requirements of the *Code of Federal Regulations for Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (Common Grant Rule (49 CFR 18))*. In addition, contracts for engineering and design related services which utilize federal-aid highway program funds and are directly related to an ultimate construction project must also comply with the requirements established in *United States Code for Letting of Contracts (23 USC 112)* and the *Code of Federal Regulations for Administration of Engineering and Design Related Service Contracts (23 CFR 172)*. Contract cost principles and procedures that are to be used on Federally funded projects including consulting services contracts are defined in the *Code of Federal Regulations (48 CFR 31)*. The provisions of the **Brooks Act (40 USC 1104)** require local agencies to award federally funded engineering and design related contracts on the basis of fair and open competitive negotiations, demonstrated competence, and professional qualifications (23 CFR 172), at a fair and reasonable price (48 CFR 31). Many additional Federal laws and

regulations apply to the procurement and administration of engineering and design related services. Several relevant references are listed below.

CODE OF FEDERAL REGULATIONS

- Conflict of Interest ([23 CFR 1.33](#))
- Procurement, Management, and Administration of Engineering and Design Related Service Contracts ([23 CFR 172](#))
- Public Contracts and Property Management ([41 CFR](#))
- Contracting by Negotiation ([48 CFR 15](#))
- Types of Contracts ([48 CFR 16](#))
- Contract Cost Principles and Procedures ([48 CFR 31](#))
- Cost Accounting Standards ([48 CFR, Chapter 99](#))
- Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Government ([49 CFR 18](#))
- Standards for Financial Management Systems ([49 CFR 18.20](#))
- Nondiscrimination in Federally-Assisted Programs of the Department of Transportation ([49 CFR 21](#))
- Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs ([49 CFR 26](#))

UNITED STATES CODES

- Letting of Contracts ([23 USC 112](#))
- Selection of Architects & Engineers – Brooks Act ([40 USC 11](#))
- Public Contracts ([41 USC](#))

UNITED STATES GOVERNMENT ACCOUNTABILITY OFFICE

- Government Auditing Standards ([GAS Yellow Book](#))

WHITE HOUSE – OFFICE OF MANAGEMENT AND BUDGET

- Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations ([OMB Circular A-110](#))

As the federal laws and regulations governing these services are substantively complex, there are several websites that provide the statutory and regulatory framework, policies, and supporting guidance and resources. Links to a few of these key websites are provided below.

- Federal Highways Administration
www.fhwa.dot.gov/programadmin/consultant.cfm
- Electronic Code of Federal Regulations
www.ecfr.gov
- U.S. Government Printing Office
www.gpo.gov/fdsys/search/home.action
- White House Office of Management and Budget
www.whitehouse.gov/omb

Note: *The Federal Highway Administration has the authority and responsibility for implementing and monitoring federal laws, regulations and executive orders. On October 14, 2010 the Federal Highways Administration (FHWA) and the California Department of Transportation (Caltrans) signed a Joint Stewardship and Oversight Agreement. Of significance in this agreement is the delegation of FHWA authority to Caltrans for certain reviews and approvals of most Federally administered projects. Caltrans' has sought and accepted the maximum degree of authority available to act as a steward of federal-aid highway projects. Caltrans, by accepting the additional responsibilities on projects for which authority has been delegated, must assure that the exempt projects are developed and administered to meet federally required procedures and standards. As a result, local agencies such as RCTD must coordinate reviews and approvals of federalized projects through Caltrans rather than FHWA.*

State Regulations and References

Caltrans Local Assistance

Caltrans' Local Assistance Program, made up of the Division of Local Assistance in Headquarters and 12 District Local Assistance Offices, assists local and regional agencies by ensuring specific program requirements are met, project applications are processed, and projects are delivered in accordance with federal and state requirements. In an effort to facilitate compliance with federal laws and requirements, Caltrans has prepared several procedural manuals and guidelines. The two primary documents developed by Caltrans

Local Assistance in support of local agencies are the Local Assistance Procedures Manuals and the Local Assistance Program Guidelines. Caltrans issues revisions to these documents and new requirements through documents they call Local Programs Procedures and Division of Local Assistance Office Bulletins. These documents are available on Caltrans' website at the following web address.

www.dot.ca.gov/hq/LocalPrograms/index.htm

Caltrans' Policies and Procedures Manuals

- Local Assistance Procedures Manual ([LAPM](#))
- Consultant Selection - LAPM Chapter 10 (<https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch10.pdf>)
- Local Assistance Program Guidelines ([LAPG](#))

New Procedures & Updates

- Local Programs Procedures ([LPPs](#))
- Division of Local Assistance Office Bulletins ([DLA-OBs](#))

These manuals simplify federal and state requirements into a manageable set of procedures and directives for local and regional agencies to follow.

As RCTD has shifted to an increase in use of federal funds, a corresponding increase in consultant procurement and management activities that are required to follow Caltrans' procedures and directives has followed. At this time, the majority of the funds spent on consultants providing supporting services to RCTD are spent on contracts that must follow Caltrans' procedures.

There are inherent benefits to implementing consistent procedures and processes. The procedures and processes outlined in this manual are therefore being updated to be generally consistent with Caltrans guidance. Caltrans procedures are however, not always the most efficient or proper way to manage County projects. There are certain requirements related to the use of federal and state funds that are not required when expending local funds. In

some cases the Federal requirements may not even be consistent with State Laws or County Policies. The procedures and processes outlined in this manual are therefore not always consistent with Caltrans.

For example, Caltrans has certain financial auditing requirements that a local agency must complete prior to contracting with a consultant. This can be time consuming and potentially unnecessary, particularly if the County has recently worked with the same consulting firm under a prior contract. Another example is that the Caltrans procedures impose certain Disadvantage Business Enterprise (DBE) requirements that are not required if local funds are used to procure the consultant services. In fact, imposing DBE requirements when using local funds would be contrary to state law. In November of 1996 the California voters approved Proposition 209 which amended the California Constitution to prohibit public institutions from discriminating on the basis of race, sex or ethnicity. The law provides an exemption that excludes actions, which must be taken to establish or maintain eligibility for any federal program, where ineligibility would result in a loss of federal funds to the state. This exclusion permits Caltrans procedures to impose DBE requirements on federally funded services but does not allow DBE requirements to be imposed if local funds are used exclusively.

The California State Government provides authority for local agencies to contract services. Some relevant sections of the constitution and government codes are provided for reference.

California Constitution

www.leginfo.ca.gov/const.html

California Constitution Article 1 • Declaration of Rights • Section 31.

(Proposition 209) The State shall not discriminate against, or grant preferential treatment to, any individual or group on the basis of race, sex, color, ethnicity, or national origin in the operation of public employment, public education, or public contracting.

California Constitution Article 22 • Architectural And Engineering Services • Section 1

The State of California and all other governmental entities, including, but not limited to, cities, counties, cities and counties, school districts and other special districts, local and regional agencies and joint power agencies, shall be allowed to contract with qualified private entities for architectural and engineering services for all public works of improvement. The choice and authority to contract shall extend to all phases of project development including permitting and environmental studies, rights-of-way services, design phase services and construction phase services.

California Codes

www.leginfo.ca.gov/cgi-bin/calawquery?codesection=gov
leginfo.legislature.ca.gov/faces/codes.xhtml

Section 4525-4529.5 Title 1, Division 5. Chapter 10 of the Government Code

(Little Brooks Act) The provisions of the federal *Brooks Act*, as noted above, requires local agencies to award federally-funded engineering and design contracts on the basis of fair and open competitive negotiations, demonstrated competence and professional qualifications. Many states have imposed similar requirements that are commonly referred to as “The Little Brooks Act” or “Mini-Brooks”. California is one of the states that has implemented a similar law through *Government Code, Chapter 10, Sections 4525 through 4529.5* which also requires selection of architectural, engineering, environmental, land surveying, or construction project management services consultants on the basis of demonstrated competence and professional qualifications. Local agencies may not use cost solely as a basis for selecting such consultants regardless of whether federal funds are involved or not. Contracts must be negotiated in order of the most qualified firms at prices determined to be fair and reasonable to the local agency. Consultants, other than architectural, engineering, environmental, land surveying, or construction project management services, can and should be selected using cost as one of the primary selection criteria.

Section 4529.10-4529.20 Title 1, Division 5. Chapter 10.1 of the Government Code

(Proposition 35) This voter-initiated act specifically permits state and local governments to contract with private companies for architectural and engineering services. It defines such services as architectural, landscape architectural, environmental, engineering, land surveying and construction management. It overrides constitutional restrictions to allow state, local contracting with private entities for engineering and architectural services in all phases of public works projects; exempts such services from constitutional requirement to use civil service workforce.

Section 14130-14136 Title 2, Division 3. Part 5. Chapter 2. Article 2.5 provides that...

The State Department of Transportation (Caltrans) "...is authorized to contract for the services of engineers, architects, surveyors, planners, environmental specialists, and materials testing specialists, in order to provide professional and technical project development services to the department whenever the department is inadequately staffed to satisfactorily carry out its program of project study reports, project development, surveying, and construction inspection in a timely and effective manner. It is the further intent of the Legislature to permit, through cooperative agreements with the department, local public agencies to undertake that program of activities on state highway projects for which they are a funding source..."

Section 31000 Title 3, Division 4. Part 1 provides that...

"The board of supervisors may contract for special services on behalf of the following public entities: the county, any county officer or department, or any district or court in the county. Such contracts shall be with persons specially trained, experienced, expert and competent to perform the special services. The special services shall consist of services, advice, education or training for such public entities or the employees thereof. The special services shall be in financial, economic, accounting (including the preparation and issuance of payroll checks or warrants), engineering, legal, medical, therapeutic, administrative, architectural, airport or building security matters, laundry services or linen services. They may include maintenance or custodial matters if

the board finds that the site is remote from available county employee resources and that the county's economic interests are served by such a contract rather than by paying additional travel and subsistence expenses to existing county employees. The board may pay from any available funds such compensation as it deems proper for these special services. The board of supervisors may, by ordinance, direct the purchasing agent to enter into contracts authorized by this section within the monetary limit specified in Section 25502.5 of the Government Code. “

Section 53060 Title 5, Division 2. Part 1. Chapter 1. Article 4 provides that...

“The legislative body of any public or municipal corporation or district may contract with and employ any persons for the furnishing to the corporation or district special services and advice in financial, economic, accounting, engineering, legal, or administrative matters if such persons are specially trained and experienced and competent to perform the special services required...”

Local Regulations and References

The County Board and various agencies and departments operating under the Boards authority have implemented policies directly related to or having impact on procurement and administration of consulting services. Some of the relevant policies are described below.

Board Policies

POLICY-A18 • PROCEDURES FOR CONTRACTING FOR PROFESSIONAL OR PERSONAL SERVICES

Guidelines and procedures for Department heads contemplating the procurement of professional or personal services by contract.

POLICY-A43 • COUNTY RECORDS MANAGEMENT AND ARCHIVES POLICY

The purpose and intent of this policy to establish a uniform program of responsible recordkeeping applicable to all county departments in accordance with applicable law .

POLICY-A69 • BEST PRACTICES IN CONTRACT MANAGEMENT

Best Practices in Contract Management is a guiding principle for the management of all countywide contracts to achieve five essential goals:

- Achieve the highest quality project ;
- Deliver the project within budget limitations and schedule;
- Control scope changes and accountability;
- Maintain communication and concurrence with all stakeholders;
- Create a transparent and accountable process for project delivery.

This policy requires departments to implement certain contract administration processes and post contract reviews.

POLICY-B17 • DISABLED VETERAN AND LOCAL BUSINESS ENTERPRISES

On March 8, 1994, the Board of Supervisors adopted a Minority, Women and Disabled Veteran Business Enterprise Program Policy "B-17" with the intent to promote the active participation of Minorities, Women and Disabled Veterans. As a result of passage of Proposition 209 in the state of California, Policy "B-17" was amended by the Board on December 16, 1996. The revised policy implements a race-neutral and gender neutral program. Efforts of data collection both statistical and anecdotal will continue in support of a future disparity study.

POLICY-B22 • CAPITAL IMPROVEMENT PROGRAM

The Capital Improvement Program (CIP) is a method for providing the Board of Supervisors with a comprehensive document containing immediate and long term capital needs with their financing and budget requirements.

POLICY-H07 • SELECTION OF ARCHITECTURAL, ENGINEERING AND REAL ESTATE RELATED SERVICES

This policy provides specific guidance in selecting contracted Professional Facilities Services within cost and time constraints, to foster innovations in construction, provide economic opportunity for Riverside County firms, solicit expertise outside the County where it is advantageous to the County's interest, and award public contracts at fair and reasonable prices.

TLMA Policies

TLMA POLICY: PUR 001 • PROCUREMENT AND PAYMENT AUTHORIZATION FOR GOODS & SERVICES.

Defines authorities and responsibilities for procurement and authorization of payment for goods and services, other than road construction contracts.

TLMA POLICY: AGY 009 • SIGNATURES ON CONTRACT DOCUMENTS.

Establishes written guidelines for the signing of contracts and/or agreements.

Regulations and References “Updating Policy” for this Manual

The regulations and references related to and required for consultant procurement and administration as identified in this manual will change over time. At the time this manual update was initiated Caltrans had issued several revisions through LLP’s and DLA-OB’s that directly relate to consultant procurement and administration as outlined in Caltrans’ LAPM Chapter 10. During the writing of this update, Caltrans’ issued another update (LLP 15-01) that substantially modifies the LAPM Chapter 10 consultant procurement and administration requirements. It would not be practical nor is it the intent of this manual to provide updates to the identified references as they become available. Contract Administrators will need to be aware of the references and obtain relevant updates for their projects. In particular, Contract Administrators should verify they have the most current Local Assistant Manuals and documents as provided by Caltrans. It is also recommended that Contract Administrators keep copies of the current Caltrans’ documents in their project files for potential State audits that may be performed many years into the future when the requirements might have changed.



Private consulting firms providing architectural, landscape architectural, engineering, environmental, land surveying, construction engineering, or construction project management services, with respect to a construction project, are termed “Architectural and Engineering (A&E) Consultants. Professional A&E consultants are retained by RCTD to augment its capabilities during peak workloads or other critical periods and/or to provide specialized expertise where needed.

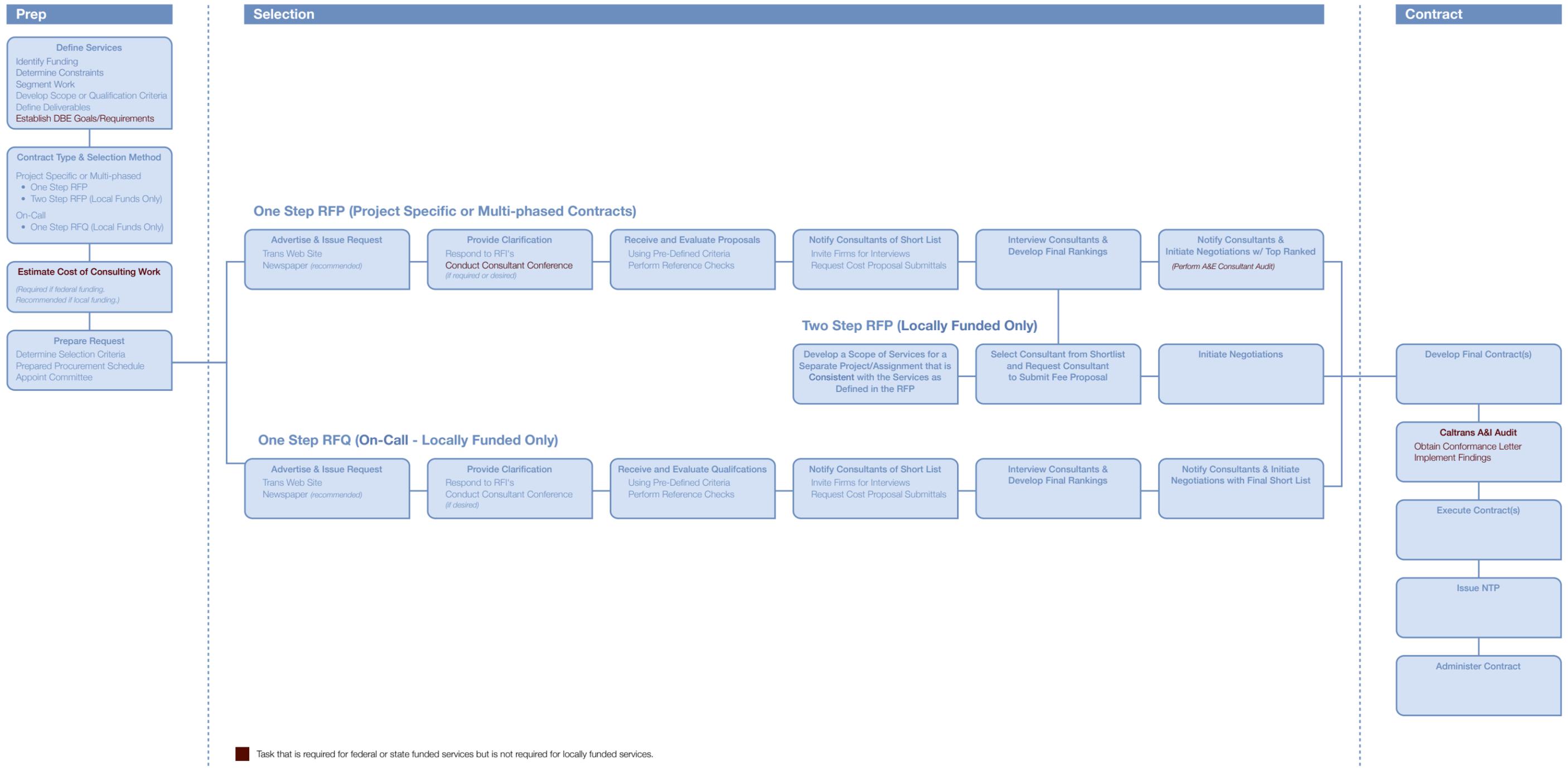
Historically, RCTD professional services have been obtained by selecting consultants on the basis of professional conduct, qualifications, and performance consistent with the Federal Brooks Act and the California Little Brooks Act. The procedures employed by RCTD for the selection of professional services as outlined in this manual are intended to emphasize those factors, which demonstrate an ability to provide high quality professional services in compliance with these federal and state legislative requirements.

Local agencies requesting federal or state funds to reimburse A&E Consultants must follow the selection and contracting procedures detailed in Chapter 10 of Caltrans' LAPM. In the interest of consistency and to assure proper management of consulting services and expenditure of public funds, it is a goal of this manual that the procedures employed by RCTD for A&E consultants services that are reimbursed with local funds generally follow the same process as services funded with federal or state funds where feasible and practical to do so. The resulting process as outlined in this manual for locally funded projects is substantially consistent with federal and state procedures with exceptions as noted.

Process Flow Chart

A flow chart depicting the RCTD process for consultant selection is provided below.

Riverside County Transportation Consultant Selection Flowchart



Prepping for the Hiring Process

All consulting contracts will have an assigned Contract Administrator. The Contract Administrator is responsible for managing the consulting selection process, for administering the consulting services consistent with the terms of the contract and for ensuring the quality of consultant contract products or services. For Project-specific and Multi-phased contracts the Contract Administrator is typically the County Project Manager. For On-call contracts the Contract Administrator is typically the Division Manager. On federal-aid contracts, the Contract Administrator must be a full time employee and familiar with the work to be contracted out and the standards to be used. The process of obtaining an A&E consultant to provide services for Project-specific and Multi-phased contracts is usually initiated through consultation between the County Project Manager and the Division Manager. Proceeding with any solicitation effort requires approval of the Division Manager. Once the use of consulting services is approved, the Contract Administrator is tasked with preparing the documents needed for the selection process.

Define the Services

Identify the Available Funding

Developing a single consistent set of procedures is a goal of this manual; however, this couldn't be accomplished in every circumstance. One item that significantly defines the procedures that must be followed in obtaining and managing consulting services is the funding. The requirements for funding provided by federal, state or local funding can be substantially different. In most cases, federal and state funding involve requirements that are more complex than requirements for local funding. The procedures for local funding have therefore been implemented to be consistent with federal and state requirements unless implementation of the federal and state procedures are not allowed under local rules or it has been determined they would be overly burdensome and are not required. Because the procedures can be dependent on the funding type the Contract Administrator should verify the funding as a

first item of work. Sufficient funding to pay for the consulting services will need to be identified and available prior to execution of a contract.

Determine the Constraints

The primary constraints that effect RCTD projects are funding and deadlines. The funding availability often has a direct impact on the scope of the project. If the available funding is inadequate to deliver the project either additional funding will need to be identified or the scope will need to be adjusted. Deadlines often have a direct impact on the decision to use consulting services. If inadequate RCTD staff resources are available to perform the work in the time allowed it may necessitate the need for outside resources. Both these factors can also impact the quality of the end product, however, it is the Contract Administrator's responsibility to assure the end product meets relevant quality standards. Identifying constraints during the initial stage can avoid the need to make adjustments down the line.

Segment the Work

Consultant services are most effective when consultant work is segmented appropriately. The extent of segmenting depends upon the type and complexity of the work. It may be important to combine differing types of work when they are interdependent. For example, preliminary engineering tasks are typically performed in conjunction with environmental analysis. Combining interdependent work items may also be wise in order to simplify the identification of accountable parties for a completed product and to minimize administration by RCTD staff. On the other hand, it may be better to segment the work if the work is significant in size and if the available pool of consultants to select from is improved. See the discussion in Chapter 1 regarding multi-phased contracts for additional feedback on the benefits of segmenting work.

Subcontracted Services

The Prime Consultant is responsible for the work required under the agreement in a manner acceptable to RCTD, including the work performed by sub-consultants. The Prime Consultant's organization and all associated consultants or sub-consultants must be identified at the time of the proposal. If the Prime

Consultant wishes to use a firm not specified in the proposal, written approval must be obtained from RCTD. The subcontract shall contain all required provisions of the prime contract.

Define the Scope of Work

The scope of work, which the contract must include, is a detailed description of the products or services the consultant will provide. From a detailed scope of work, consultants responding to a project advertisement can determine personnel and time requirements, and can develop a technical proposal and person-hour estimate for the contract. Over the years, various personnel within RCTD have developed and used a variety of scope of work documents for use with consulting services. The scope of work must obviously be consistent with the services provided. RCTD often uses similar types of consulting services on many different projects. For example, RCTD does not currently have staff available to perform structural engineering services and as a consequence, whenever a bridge design is required, consulting services are used. It follows that developing a library of scope of services documents would facilitate the development of Request for Qualifications (RFQs), Request for Proposals (RFPs) and contract documents. A variety of scope of services documents used on previous RCTD projects is therefore provided in Appendix E (Scope of Services Samples).

Specify the Products to be Delivered

The Contract Administrator should identify a list of the products or services which the consultant is required to deliver, and a time schedule of when they must be delivered. These will vary depending upon the type of projects and the phase of project development being addressed. The document for listing deliverables can be prepared in a variety of formats, however, each listing should at a minimum describe the deliverable item, identify the phase or milestone of which that deliverable will be submitted and who is responsible for the preparation. The deliverables listing should be included in the scope of services and is a very useful tool in helping both parties of the agreement to

understand what is specifically expected and can also facilitate the Contract Administrator when evaluating the progress of the consultant.

Establish DBE Goals/Requirements

Caltrans has established new DBE goals and requirements. These requirements are under review and are being incorporated into County procedures. The process as specifically implemented by RCTD is under review and will be incorporated at a future date.

Determine the Contract Type and Selection Method

As shown on the Process Flow Chart presented at the beginning of this chapter, one of three processes is used by RCTD in selecting a consultant.

- One Step RFP (Project-specific or Multi-phased Contracts)
- Two Step RFP (Project-specific Contracts)
- One Step RFQ (On-call Contracts)

The method used will depend upon the scope of work, the services required, the project's complexity, and the time available for consultant selection.

One Step RFP (Project-specific or Multi-phased Contracts)

The One Step RFP method is used most often for obtaining full service design and environmental consulting services. The process followed in this method is consistent with federal and state requirements and is typically used when the services are fully or partially funded using federal or state funding.

In this method, consultants submit at the same time, a technical proposal and statement of qualifications. Proposals by all consultants are evaluated based on criteria outlined in the request for submittals. The Consultant Selection Committee ranks qualified consultants and develops a shortlist of consultants that will be offered an invitation to be interviewed. The selection committee conducts interviews with the shortlist of top ranked firms and develops a final ranking based on the interviews. Negotiations are then initiated with the top ranked firm and if successful a contract is executed with that firm.

Two Step RFP (Project-specific or Multi-phased Contracts)

The Two Step RFP method follows the same process as the One Step RFP except that when the final shortlist is determined following the consultant interviews the shortlist is used as a prequalified list for obtaining consulting services to provide similar services on other projects. When issuing an RFP, the intent to use the shortlist as a prequalified list must be noted in the RFP. The RFP should also include the duration for which the prequalified list will be valid (should be 5 years or less). The RFP will typically identify a list of projects that are intending to use consulting services from the prequalified list. The prequalified list can be used for services on projects that are not listed in the RFP but the work performed must be consistent with the type of services identified in the RFP. The RFP will highlight at least one project that the responding consultants will specifically propose on and negotiations to provide services for the highlighted project will be initiated with the top ranked firm following establishment of the final shortlist. Each additional project/contract processed under the Two Step RFP method will be approved and executed by the County Board of Supervisors.

The Two Step RFP process is intended for use with local funding only.

One Step RFQ (On-call Contracts)

The One Step RFQ process is used for the purpose of obtaining On-call services. On-call services are used to supplement RCTD staffing levels and provide specialized services such as survey, roadway design, traffic design, developmental plan check, signal design, construction inspection, material testing, and environmental studies or for small and/or unanticipated work assignments. Separate solicitations are performed for each specialty.

On-call services simplify the hiring process and provide improved responsiveness to department needs and commitments. This is accomplished in part by performing one selection process for multiple work assignments rather than one for each individual task. The services provided under these On-call contracts are typically much smaller in scope and cost than services performed under the Project-specific and Multi-phased contracts.

Consultants for these types of contracts are also obtained through a qualification based selection process and multiple consultants may be retained through a single solicitation. Consultants enter into multi-year contracts (generally 3 to 5 years) with an established maximum annual budget. Consultants successful in receiving On-call contracts will be issued Work Assignments on an as-needed basis.

Each contract includes a maximum annual budget and is approved and executed by the County Board of Supervisors. Individual Work Assignments issued under the terms of the agreement are negotiated with the consultant and are documented with a scope, budget and schedule package that is approved by both the Consultant and RCTD. Work Assignment approvals are formally provided on an “Assignment Approval Route Sheet” and should be accompanied by a log containing the history of assignments issued to the consultant. Assignment Approval Route Sheets are approved by RCTD at several staffing levels including the County Contract Administrator, the Division Manager and the Directors Office. Microsoft Excel templates for the route sheet and assignment log are provided in Appendix C (Contract Boilerplates). A scoping template in MS Word and a Fee/Man-hour preparation template in MS Excel are also provided in Appendix C.

The One Step RFQ process is intended for services funded using local funds.

Payment Methods

Actual Cost Plus a Fixed Fee payment method is generally used for payments made by RCTD for One Step RFP and Two Step RFP contracts. One exception is Construction Management services which are typically paid using Specific Rates of Compensation. Specific Rates of Compensation is also the method used by RCTD for payments on One Step RFQ contracts.

Estimate the Cost of Consulting Work

Preparation of an independent estimate for the cost of services to be performed under the consulting services contract is required for contracts funded with federal and/or state funding sources. An independent estimate for

cost or price analysis is used to ensure that consultant services are obtained at a fair and reasonable price. The estimate is prepared in advance of requesting a cost proposal from the top-ranked consultant, so the RCTD's negotiating team has a cost analysis of the project to evaluate the reasonableness of the consultant's cost proposal. The estimate is to be kept and maintained for records.

Caltrans' LAPM Chapter 10 allows several different estimating techniques for use on federal and state funded contracts. Some of the costs estimating techniques are:

Analogous Estimating

Analogous cost estimating is using the actual cost of a previous, similar contract as the basis for estimating the cost of the current contract. Analogous cost estimating is frequently used to estimate costs when there is a limited amount of detailed information about the project. Analogous cost estimating is generally less accurate and it is most reliable when previous projects are similar in fact, and not just in appearance, and it uses expert judgment.

Parametric Estimating

Parametric estimating is a technique that uses statistical relationship between historical data and other variables to calculate a cost estimate for an activity resource. This technique can produce a higher level of accuracy depending upon the sophistication, as well as underlying resource quantity and the cost data. A cost example would involve multiplying the planned quantity of work by the historical cost per unit to obtain the estimated cost of the contract.

Bottom-up Estimating

This technique involves estimating the cost for individual work in the contract with the lowest level of detail. This detailed cost is then summarized or "rolled up" to determine a total cost of contract. Cost detail should include estimated hours per task, labor hourly cost for professional and non-professional classifications, sub-consultant costs, other project direct costs, and profit. Labor costs should be broken down to direct labor and indirect cost rates, if possible.

If more than one project or phase of work is to be developed within the consultant contract, separate cost estimates are required for each project or phase of work. Separate cost estimates are required for each milestone and portion of the work expected to be subcontracted.

Other Resources

Additional guidelines and reference tools to facilitate the preparation of estimates are provided in Appendix G (Estimating). It is generally a good idea to segment contract work into multiple phases and develop budgets for each phase. The completion of each phase and the corresponding expenditure of funds for each can be tracked separately and can provide valuable checkpoints during the development of the project. These checkpoints facilitate the Contract Administrator's ability to verify billings submitted for payment against work completed and also help identify cost overruns earlier in the process.

Prepare the Solicitation Request

Technical Selection Criteria

The Contract Administrator is responsible for developing the technical criteria, and their relative weight, which will be used to evaluate and rank the consultant proposals. Federal and State guidelines require the criteria and relative weights must be included in the RFP, and the same criteria and relative weights must be used in the evaluation sheets. Failure to include criteria and relative weights and to use the same criteria and weights during the evaluation will result in the contract costs being ineligible for federal or state reimbursement.

CONSULTANT RATING FORM				
PROJECT: Project		FIRM: Firm		SCORE: <input type="text"/>
INTERVIEW: <input type="checkbox"/> WRITTEN PROPOSAL: <input checked="" type="checkbox"/>		EVALUATOR: Evaluator		DATE: <input type="text"/>
CRITERIA	WEIGHT (1-3)	SCORE (0-19)	TOTAL (WxS) (0-30)	COMMENTS
Proposed Staffing. Relevant experience and availability of the Project Manager and key personnel	2.5			
Understanding of work to be performed and proposed project approach.	2.5			
Demonstrated competence in technical services to be provided.	2.5			
Demonstrated competence in successful management and completion of environmentally sensitive projects involving Caltrans Dist 8, FHWA, and regulatory agencies within past 5 years.	2.5			

Sample Technical Criteria Evaluation Form (MS Excel Template)

Appendix B (RFQ & RFP Documents) contains several Microsoft Excel form templates, similar to the form shown above, that are recommended for use in evaluating consulting firms.

Please note that cost cannot be used as a rating factor.

Develop a Procurement Schedule

The Contract Administrator should develop a schedule to show the time for performance of work and completion of the project before the contract is advertised. The schedule should include key dates for consultant selection activities, developing consultant contracts, and conducting meetings and

project reviews. The Contract Administrator should confirm selection activity target dates with all committee members before completing the schedule.

Appoint Consultant Selection Committee

A Consultant Selection Committee, with a minimum of three members, is appointed prior to initiating the consultant selection process. The committee reviews and scores materials submitted by consultants, develops a shortlist of qualified consultants if applicable, interviews consultants if applicable and develops a final ranking of the most qualified consultants. This committee shall be composed of members who are familiar with the technical aspects of the project problem and the scope of services required. Representatives from other agencies, County departments or the engineering/construction industry who have experience in the problem area may be selected to serve on the Selection Committee. Contracts involving federal aid funding require all committee members meet the conflict of interest requirements by completing and signing a conflict of interest statement prior to selection process initiation. The appropriate form(s) is/are available in Caltrans Local Procedures Manual.

Contract Administrators are required to complete the Local Assistance Procedures Manual Exhibit 10-C Consultant Contract Reviewers Checklist for any services funded in whole or part with federal aid funds. Contract Administrators should begin updating the form at this point if they have not already started to do so.

Selecting the Consultant(s)

Advertisement

The solicitation process for consultant services by RCTD has historically been through public advertisement in one or multiple local newspapers. Guidelines in Caltrans' LAPM Chapter 10 has recently been updated to allow advertisements to be posted on a local agency's websites as an alternate or in conjunction with advertisement by newspaper. As a minimum standard practice, all RCTD solicitations should be posted on RCTD's website at the following address...

www.rctlma.org/trans/Engineering-Services/Requests-for-Proposals

All federal aid funded services must be publicly advertised. To document website postings, the Contract Administrator should retain copies of screen shots displaying the posted solicitation with "begin/end" dates of the advertisement.

The Contract Administrator shall publish the documents on line and note in any newspaper advertisement that the documents are available on line along with the web address to obtain the files. The Contract Administrator shall also keep a record of all consultants that have downloaded the documents on line as well as those receiving the document through other means, to ensure that any inquiry responses, addendums, or amendments are given to all interested consultants. Tracking which consultants download documents from the Internet can be difficult so a note placed prominently on the web page stating "Consultants interested in responding to this solicitation must provide their contact information to the Contract Administrator in order to receive addendums, amendments or responses to requests for information. Consultants that do not provide their contact information may not receive these important documents".

Riverside County Policy B-17 recommends the use of local print and electronic media to market and promote contract and business opportunities for Minority Business Enterprise, Women Business Enterprises and Disabled Veteran Business Enterprises.

Here is a typical list of documents that should be posted on the RCTD website...

- RFP or RFQ document
- Evaluation Rating Form
- Engineering Service Agreement (boilerplate)
- DBE Requirements
- Fee & Man-hour Proposal (MS Excel template)
- Addendums

Provide Clarification

RCTD may allow for clarification of a solicitation by inviting submittal of written questions or by conducting a proposer's conference, or by doing both. All questions concerning a solicitation should be submitted to the Contract Administrator. Consultants contacting other RCTD staff directly seeking information about a solicitation may jeopardize the integrity of the selection process and risk possible disqualification. Consultants should submit their questions and receive their answers from RCTD in writing. No response should be given to verbal questions. It is important that all consultants on the shortlist receive the questions and answers and are given the same information. If a proposer's conference is to be held, the exact time and place must be specified in the solicitation documents. Proposer's conferences are not required for locally funded projects but are sometimes required if federal or state funds are used.

Receive and Evaluate Statements of Qualifications & Develop Shortlist

The first step in the evaluation process is to determine that each proposal contains all forms and other information required. Submittals may be considered non responsive if all required information is not provided, and rejected without evaluation. Late submittals, to the wrong location, and submittals with inadequate copies are considered nonresponsive and shall be rejected. Submittal of additional information after the due date shall not be allowed. For Federal and state funded services, a minimum of three proposals must be received.

The members of the consultant selection committee must evaluate each proposal in terms of the technical criteria, which was listed in the solicitation documents.

Appendix B (RFQ and RFP Documents) contains MS Excel based template evaluation rating forms that can be used to evaluate each consultant as well as forms to summarize the rankings by each committee member.

Each Committee member must provide their completed forms to the Contract Administrator who will determine the rankings of the consultants based on the combined rankings of each committee member. The Contract Administrator must keep the individual committee member ranking forms in the project files.

Notify Consultant of Short List

All consultants that submitted a response to the solicitation must be notified of the results of the review. The notification also identifies those consultants (short list) that will be requested to attend interviews.

Appendix B (RFQ and RFP Documents) also contains MS Word templates that can be used to provide notification letters. These templates have been developed such that they can be combined with MS Excel files containing consultant contact information allowing for mail merging the MS Word letter template with Excel spreadsheet contact information.

As part of the interview request, consultants may be directed to submit a Fee and Man-hour proposal at the time of their interview. If time allows, this request can be made after the final selection with the top ranked firm. Fee and Man-hour proposals should not be required as part of the initial written submittal. Appendix B (RFQ and RFP Documents) contains a set of MS Excel templates that should be used by interested consultants to prepare their fee and man-hour proposals. The templates are made up of one file for the prime and a series of files for sub consultants. The prime and sub consultant files are interlinked but can be prepared independently.

Conduct Interview of Short Listed Consultants

Interviews are to be structured and conducted in a formal manner. Each consultant shall be allowed the opportunity to make a presentation if desired; however, a time limit should be specified. Interview questions should be prepared in advance. Two types of questions may be asked.

- Those questions that will be asked of all competing consultants.
- Questions relating to each specific consultant, based upon the reference checks and the strengths and weaknesses identified during evaluation of the written submittal.

Between the time of the notification of the shortlist and interviews, RCTD may answer any questions concerning the scope of work to be contracted out, if not done earlier during the solicitation. Again, Consultants should submit their questions and receive their answers from RCTD writing.

Develop Final Ranking and Notify Consultants of Results

The selection committee should discuss and document the strengths and weaknesses of each consulting firm and develop a final ranking of most qualified firm.

As with the written submittals, Appendix B (RFQ and RFP Documents) contains MS Excel based template evaluation rating forms that can be used to evaluate each consultants presentation as well as forms to summarize the rankings by each committee member to develop the final ranking.

All consultants interviewed must be informed about the final ranking of consultants. It is important that all competing consultants receive the same information. Many consultants will request information as to why they were not selected. Debriefings should be given to consultants if requested.

Contract administrators shall maintain solicitation documentation, such as evidence of advertisement and copies of committee score sheets.

Procurement Protest Policy

This policy provides procedures for the submittal and evaluation of protests relating to the procurement of professional services, except procurements for services costing less than \$25,000.

In order to be considered, a protest must be filed in a timely manner, as described below, must satisfy all the applicable requirements described below and must be brought by an interested party, as defined below. Notice of the availability of these protest procedures and information on the applicable protest deadlines shall be provided to proposers in all solicitations in excess of \$25,000. The protest procedures shall be available on the RCTD website.

The Director of Transportation or Assistant Director of Transportation will make the final determination on all protests submitted, and there shall be no further administrative recourse with the exception of protests filed in conjunction with procurements funded in whole or in part by Federal Funds.

Protests submitted relating to procurements of \$25,000 or less will not be considered by the RCTD and will be returned.

Any protest submitted shall be evaluated in accordance with the procedures described below.

Protest Grounds – General

Prior to receipt of proposals, a protest may be submitted on the basis of one or more of the following grounds:

- The solicitation package contains unduly restrictive specifications or scope of work.
- The solicitation package violates local, state, or federal law or regulation.

After receipt of proposal and after an action relating to the selection of a consultant, a protest may be submitted on the basis of one or more of the following grounds:

- RCTD fails to adhere to the evaluation process set forth in the solicitation package.
- RCTD fails to follow its own procurement policies and procedures.
- RCTD made a clerical or mathematical error during evaluation of the proposal.

Protest Submittal Criteria – General

In order for a protest to be considered, the submittal must meet each one of the following criteria:

- Must be submitted on a timely basis. “Timely” is defined under the Definition of Terms below. If the protest is not timely, the protest may not be considered and may be returned without response other than the determination that it is untimely filed.
- Must be submitted by an interested party. “Interested Party” is defined under the Definition of Terms below.
- Must identify the solicitation being protested.
- Must be submitted in writing.
- Must include all supporting documentation for each material issue raised in the protest.
- Must include a detailed statement of the legal and/or factual grounds for each material issue identified in the protest.
- Must describe the resolution to the protest desired by the interested party.
- Must be signed by a properly authorized representative of the interested party.

RCTD reserves the right to waive minor, non-substantive, or trivial deficiencies in a protest at its sole discretion.

Protests Filed Prior to Submittal of Proposals

If the protest is determined to be timely and meets the protest criteria identified above, the following actions will be initiated:

- All proposers will be notified within ten (10) working days that a protest has been filed and will be provided with a copy of the protest.
- Proposers will be given an opportunity to respond to the protest.
- The date for receipt of proposals may be delayed, at the sole discretion of the Protest Officer, to provide adequate opportunity to resolve the protest.
- The Protest Officer, at his/her discretion, may meet, either in person or over the telephone, with the Protestor to discuss the protest and/or perform additional fact finding.
- Should the Protestor determine, at this point or any other point in the evaluation of the protest that he/she wishes to withdraw the protest, a written request to withdraw will be provided to the Protest Officer and the Protest Officer will promptly notify all proposers that the protest has been withdrawn.
- The Protest Officer will research the protest and may call upon any resources he/she feels are necessary and appropriate to assist in the evaluation of the protest.
- The Transportation Director or Assistant Transportation Director will render a determination to uphold or deny the protest, which determination shall be final.
- If the protest is upheld, an addendum to the solicitation may be issued to all proposers and the date for receipt of proposals may be extended, at the Transportation Director or Assistant Transportation Director's sole discretion, to provide adequate time for all potential proposers to respond to the addendum.

If the protest is denied, the solicitation may be continued without further delay.

Acceptance of proposals will be subject to the administrative resolution of any protests timely filed.

Protests Submitted After Receipt of Proposals and Relating to Selection of Consultant

If the protest is determined to be timely and meets the protest criteria identified above, the following actions will be initiated:

- The potential successful proposer will be notified within ten (10) working days of receipt of the protest that a protest has been filed and a copy of the protest will be provided to the potential successful offeror.
- The potential successful proposer will be provided an opportunity to respond to the protest and provide any information the proposer believes is important to the issues raised in the protest. The length of time for response shall be determined by the Protest Officer and shall be based on the complexity of the issues raised in the protest.
- The Protest Officer, at his/her discretion, may meet, either in person or over the telephone, with the Protestor to discuss the protest and/or perform additional fact finding.
- Should the Protestor determine, at this point or any other point in the evaluation of the protest that he/she wishes to withdraw the protest, a written request to withdraw will be provided to the Protest Officer and the `will promptly notify the successful bidder/proposer.
- Depending on the nature and complexity of the protest, the Protest Officer may, after evaluating all of the information available, provide a written recommendation to the Transportation Director or Assistant Transportation Director that the protest should be denied or upheld, in whole or in part. The recommendation will include reasons supporting the recommendation.
- The Protest Officer may call upon one or more experts, either from within or outside RCTD, to evaluate the merits of the protest. The expert(s) may provide a written opinion regarding the merits of the protest and may provide a recommendation for consideration by the Protest Officer that the protest be denied or upheld, in whole or in part.
- The Protest Officer may convene a Protest Evaluation Team to evaluate the merits of the protest. The Protest Evaluation Team may provide a written opinion regarding the merits of the protest and may provide a recommendation for consideration by the Protest Officer that the protest be denied or upheld, in whole or in part.
- The Protest Officer shall review the recommendation and documentation provided by the expert(s) or Protest Evaluation Team with Legal Counsel and shall prepare a recommended resolution of the protest for consideration by the Transportation Director or Assistant Transportation Director.

Transportation Director or Assistant Transportation Director upholds the protest, in whole or in part, he/she may direct such actions, as he/she deems appropriate.

If the Transportation Director or Assistant Transportation Director denies the protest, the challenged determination will move forward.

The Transportation Director or Assistant Transportation Director's decision will be provided to the Protestor and to the potential successful proposer. The Transportation Director or Assistant Transportation Director's decision shall be final and there shall be no further administrative recourse at the local level.

Protests Relating to Federally Funded Procurements

If a procurement is federally funded, the Protestor may pursue a remedy through the Federal Transportation Authority ("FTA"). Any such protest must be filed in accordance with FTA Circular 4220.1E or most current version.

Reviews of Protests by FTA may be limited to: (1) the RCTD's failure to have or follow its protest procedures (2) the RCTD's failure to review a complaint or protest and/or (3) Violations of federal law or regulation.

- An appeal to FTA must be received by the cognizant FTA regional or headquarters office within five (5) working days of the date the Protestor learned or should have learned of an adverse decision by the RCTD or other basis of appeal to FTA.
- The Protestor shall provide a copy of all correspondence provided to the FTA to RCTD's Protest Officer.
- Award of any proposed contract may be delayed by RCTD pending resolution of the protest to FTA unless one or more of the following conditions is present:
 - The items or services being procured are urgently required.
 - Delivery or performance will be unduly delayed by failure to make an award promptly.
 - Failure to make a prompt award will otherwise cause undue harm to RCTD.

DEFINITION OF TERMS

Interested Party: If the protest is based on the content of a solicitation, an interested party is any proposer or potential offeror.

Protest Officer: The Protest Officer is designated by the Director of Transportation. The Protest Officer is to receive and evaluate protests and will recommend to the Transportation Director either that the protest be upheld or denied. The Protest Officer should not have participated in the evaluation of proposals received.

Timely Filed Protest: A protest that addresses the content of the solicitation package must be received by the Protest Officer within seven (7) calendar days after all requests for clarifications been answered by RCTD. Day 1 is the day after the date of RCTD's answer. If no requests for clarification received, a protest regarding the content of the solicitation must be received by the Protest Officer within seven (7) calendar days after the period for requests for clarifications has closed. This period shall be defined in each solicitation package.

For protests submitted after receipt of proposals, the protest must be received by the Protest Officer within seven (7) calendar days after the Board of Supervisors takes action, or such other time period as may be specified in the solicitation document. Day 1 is defined as the day after the Board of Supervisors meets and takes action.

Any solicitation for which contract award is not made by the Board of Supervisors will include a date certain by which a protest must be filed in order to be considered timely. A protest received after the date certain identified in the solicitation may be considered untimely, may not be considered, and may be returned without response.

Contract Prep & Negotiation

The selection process is now complete. The next steps in the process will depend on which of the three selection types the solicitation is following:

- One Step RFP
- Two Step RFP
- One Step RFQ

If the process is a One Step RFP the next step is to initiate negotiations with the top ranked firm.

If the process is a Two Step RFP, the next step is similar in that negotiations are initiated with the top ranked firm for the initial project and a final short list of prequalified firms is also identified for future and/or other projects to be performed by consultants on the prequalified list. Separate contracts will be negotiated and executed for each project in a manner similar to the negotiations performed under the One Step RFP.

If the process is a one step RFQ, the next step is to initiate negotiations with all firms selected in the final short list. Each shortlisted consulting firm will enter into a contract with RCTD following the selection process. Work assignments will subsequently be disseminated to the firms on the shortlist on an as needed basis.

Negotiations (One Step and Two Step RFP)

After the selection committee has identified a top ranked firm, the Contract Administrator must initiate negotiations and the preparation of the final contract document.

The firm will be notified in writing to meet with the Contract Administrator to negotiate the final scope, terms, conditions, and compensation for the services to be provided.

Generally, consultants are requested to submit a cost proposal in a separate sealed envelope as a part of the solicitation process. Cost proposals should not

be opened prior to the final ranking of the consultants. This is in part to comply with the intent of the Brooks and Little Brooks Acts (Appendix A: Legislative Documents). Caltrans LAPM Chapter 10 requires that the envelopes remain sealed (other than the top ranked firm) and be returned to consultants. For locally funded projects it may be useful to compare costs from the various consultants to verify or validate a reasonable contract budget. Note again, that cost proposals cannot be opened prior to completion of the final ranking.

Conduct Initial Negotiation Meeting

The Contract Administrator should meet with the selected consultant's Project Manager to review the submitted cost proposal and ensure that the consultant has a complete understanding of the work that is required. The consultant should be shown as much material as is available regarding the project. Any technical questions regarding the project should be answered completely for the consultant. RCTD reserves the right to amend or modify the project Scope of Services prior to award of a contract, as necessity may dictate, and to reject any and all proposals.

The work is to be performed according to the terms and conditions described in the contract using the payment method described therein.

The goal of the negotiation is to agree on a final contract that delivers the services or products required at a fair and reasonable cost to RCTD. The independent cost estimate developed in advance by RCTD is an important basis for negotiation. It is also important to have experienced senior level staff involved with or conducting the negotiations. Without relevant experience, it is difficult to anticipate the man-hour requirements for the proposed work tasks. Items typically negotiated include:

- Work plan
- Schedule
- Products to be delivered
- Classification and experience level of personnel to be assigned

- Cost items, payments and fees

In order to facilitate the negotiation process and administration of the contract by the Contract Administrators, basic MS Excel Templates for cost and man-hour proposals have been developed for use by consultants. These Templates are provided in Appendix B (RFQ and RFP). Consultants should be directed to prepare their proposals using the templates provided.

If the Contract Administrator fails to conclude an agreement with the top ranked consultant, a new negotiation is started with the next highest ranked consultant. If this new negotiation fails the process is repeated until a contract is negotiated successfully.

When negotiations have been successfully completed, a formal contract agreement for services to be provided will be prepared.

Negotiations (One Step RFQ)

After the selection committee has determined the final shortlist of consultants to be offered On-call contracts, the Contract Administrator will begin the process of developing contracts for each consultant. This process/negotiation is substantially different from one and two step RFPs. Some of differences are outlined below:

- The scope of services included in the contract is not related to a specific project or assignment. It is more generic but related to a specific type of work such as traffic signal design, performing geotechnical studies or analyzing cultural resources.
- One Step RFQ uses specified rates of compensation rather than actual cost plus a fixed fee. The specific rates of compensation are to include an hourly breakdown, direct salary costs, fringe benefits, indirect costs, and net fee. These rates are identified for each job classifications and are not specific to individuals.
- Each On-call contract will provide an annual maximum not to exceed budget (typically \$250K per year). The approval for the use of these funds will be provided after the contract is executed by Work

Assignment Authorization packages that are prepared for each assignment.

Develop the Final Contract (One Step and Two Step RFP)

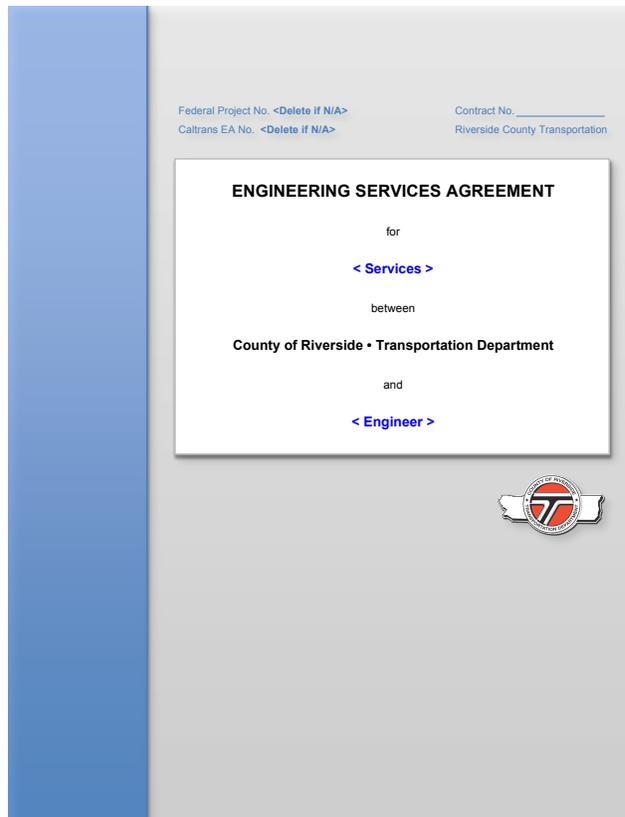
A standardized contract (boilerplate) has been developed by RCTD staff to assist Contract Administrators with the development of a final contract. The MS Word Engineering Services Agreement boilerplate used for One Step and Two Step RFP full service engineering agreements is provided in Appendix C (Contract Boilerplates). The Engineering Services Agreement boilerplate consists of the following four sections:

- Main Body: Parties, Conditions, Performance, Compensation
- Appendix A: Scope of Services
- Appendix B: Schedule of Services
- Appendix C: Budget

Main Body

The main body contains the necessary legal provisions, terms and conditions under which the consultant is expected to function. This section of the boilerplate generally requires only minor modifications to identify the parties, cooperating agencies, and signatories. The boilerplate was developed for full service engineering contracts and when used for other types of services will require modifications. Some example uses that would require modifications include construction management or environmental services contracts.

This boilerplate agreement was developed in conjunction with County Counsel and is therefore efficiently processed through legal review when used on individual projects. Modifications to the boilerplate can delay the legal approval process.



Coversheet for the Contract Boilerplate

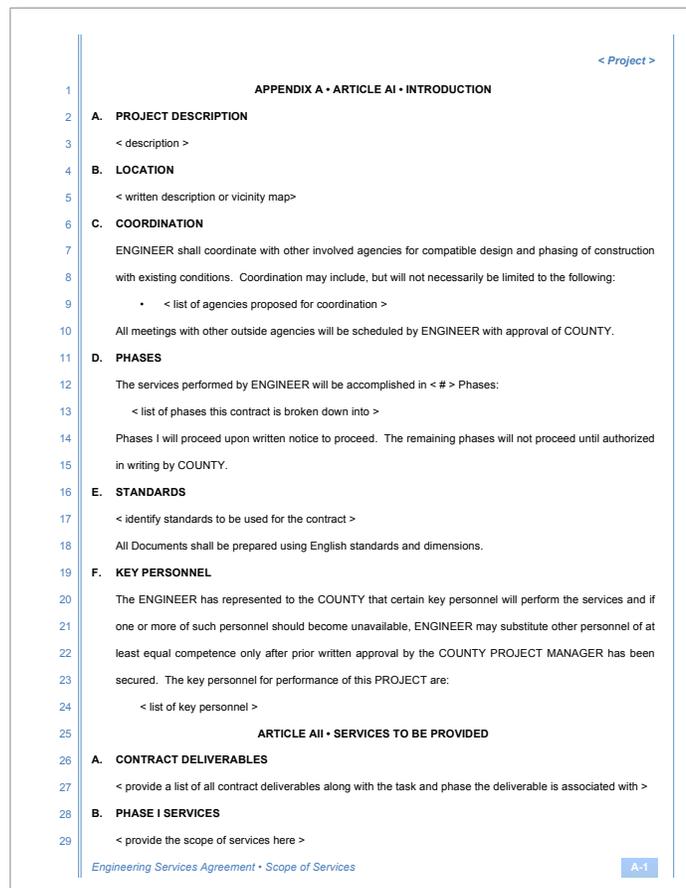
Scope of Services

One of the most important steps in developing a consultant contract is the preparation of a comprehensive scope of services. This can require a dedication of substantial staff time; however, a complete scope of services will save a great deal of effort and misunderstanding in the negotiation phase. The scope document will serve as the foundation for the consultant's proposal and contract. Ambiguities and inaccuracies because of poor scope of services may result not only in errors and omissions during the preconstruction phases, but also during the construction phase when correcting may be very costly and involve litigation.

The detailed scope of services describes for the consultant what work will be required, the conditions under which the work must be conducted, how achievements will be assessed, and what the obligations of both the consultant and RCTD will be. The Scope of Work should be subdivided into separate

phases when possible with specific deliverables to facilitate monitoring and tracking of work progress.. Having separate phases provides definable checkpoints along the development of a contract. These checkpoints provide concrete evidence as to the progress of the contract in relation to the consultant’s billings.

RCTD frequently uses consulting services for similar types of work. This has resulted in the development of a small library of scopes of work documents for specific types of services. These scoping documents are provided in Appendix E (Scope of Services Samples) (note: only a listing of the scope of service document titles is included in this printed manual, individual scopes are not printed as part of this manual but are available as MS word templates) and can be used by Contract Administrators to facilitate the development of the scope of work for a specific contract.

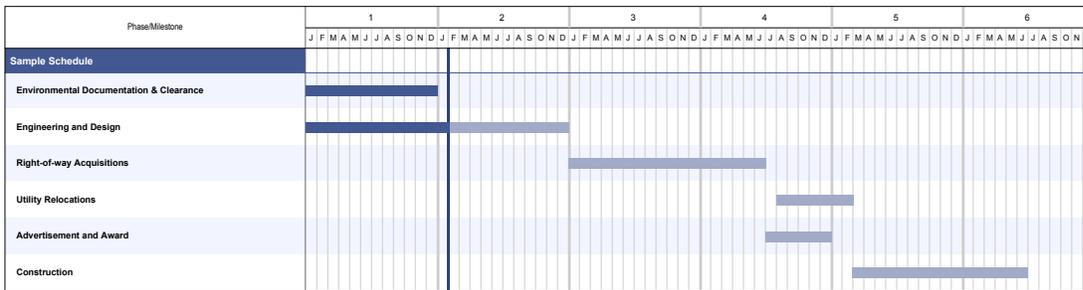


1st Page of Scoping Template

Schedule of Services

The schedule should be reviewed and updated to assure completion of the work is consistent with the constraints of the project. The schedule included in the contract package is not intended to be a detailed project schedule. It is intended to be an overview of the total project and some key milestone dates and should include the following:

- A date for termination of the agreement must be included in the contract.
- If the Scope of Work has been subdivided into phases, then separate completion dates should be identified for each phase.
- It is recommended that deliverables be identified and listed with anticipated dates of delivery or note the phase that each will be delivered in.



Sample Schedule for inclusion in the contract

Schedules will be used to track and monitor the progress of the contract. These schedules will be of greater detail than the schedule included in the contract. Appendix F (Scheduling) provides guides to help in the development of a project schedule and also provides sample formats for listing and monitoring deliverables.

Budget for the Services to be provided

Standard formats for development of cost and man-hour proposals have been prepared to facilitate the negotiation process and the development of the final contract documents. These worksheet formats are provided and discussed in Appendix B (RFQ and RFP) and samples are shown below.

Cost proposals worksheets should be prepared for each phase and man-hour proposal worksheets should be prepared with specific hours for each task. The man-hour proposal is one of the basic tool used to analyze the reasonableness or validity of a consultant’s proposal. The use of man-hours eliminates the variance in salaries paid to employees by different consulting firms, thereby providing a consistent evaluation methodology. The cost proposal worksheets can be used to identify unreasonable charges such as excessive salaries and/or excessive charges for direct expenses. The recommended format has been developed in conjunction with the invoice/progress payment templates created for use by consultants and are intended to satisfy use of LAPM Chapter 10, Exhibit 10-H Sample Cost Proposal. It is therefore important to use the cost proposal worksheets in the format provided in order to facilitate the administration of invoices that will be submitted for payment at a later date. Additionally, using a consistent format for payments inherently creates a pattern of consistent and fair treatment of all consultants.

Proposed agreements for consultant services must be reviewed by the Contract Administrator to verify that:

- Appropriate conditions are included and objectionable features are deleted;
- Compensation is fair and reasonable and includes prevailing wage rates, if applicable;
- Work activities and schedules are consistent with the goals and constraints of the project;
- DBE goal is included as appropriate if Federal Aid funded;
- Consultant Contract Reviewers Checklist is completed consistent with the current LAPM Chapter 10 as appropriate if Federal Aid funded.

Before approving an agreement for consulting services, the Contract Administrator must be satisfied that the consultant's organization is

- Qualified to perform the services required;

- In a position, considering other work commitments, to provide competent and experienced personnel to perform the services in the time allowed;
- Fully apprised of all applicable federal and state laws, including implementing regulations, design standards, specifications, previous commitments that must be incorporated in the design of the project and fully capable of providing appropriate administrative control required to manage the contract services. The agreement shall provide for reviews at appropriate stages during performance of the work to determine if any changes or other actions are warranted.

Develop the Final Contract (One Step RFQ)

Contracts for One Step RFQs are similar to contracts for One Step RFPs and Two Step RFPs but have some important differences. The contract boilerplate consists of the same four sections:

- Main Body: Parties, Conditions, Performance, Compensation
- Appendix A: Scope of Services
- Appendix B: Schedule of Services
- Appendix C: Budget

Separate On-call Engineering Services Agreement boilerplate documents have been prepared for use with On-call contracts that account for the key differences between On-call contracts and One Step RFPs and Two Step RFPs contracts. Both boilerplate documents are available in Appendix C (Contract Boilerplates). Some of the key differences between the contract types are discussed in the following.

Main Body

The main body contains the necessary legal provisions, terms and conditions under which the consultant is expected to function similar to the One Step RFPs and Two Step RFPs contracts but accounts for future work assignments rather than a specific scope of work, payment by specific rates rather than actual cost plus a fixed fee and simplified progress tracking requirements.

Scope of Services

The scope of services defines the types of work the consultant is qualified to provide and is authorized to provide under the contract. These types of work are generic in their scope and not specific to one project or assignment.

Schedule of Services

The schedule section should identify the timeframe of the contract. On-call contracts are typically for three-years with an option for RCTD to authorize up to two one-year extensions.

< Project >

APPENDIX B • ARTICLE BI • INTRODUCTION

ENGINEER shall perform the covenants set forth in Appendix A, Scope of Services in accordance with the performance requirements of Article V of this contract and with the following Schedule of Services. This contract shall permit the issuance of WORK ASSIGNMENTS until < date >. COUNTY and ENGINEER may enter into a one-year supplemental extension to this contract for the purpose of authorizing WORK ASSIGNMENTS. This contract may be extend up to two times, for a period not to exceed two years from the original date of the contract. All authorized WORK ASSIGNMENTS shall be completed within two years of the final authorized date for approving WORK ASSIGNMENTS. All Covenants set forth in this contract shall therefore be completed by < date >, unless extended by supplemental agreement.

Contract expiration time frames for issuance of work authorizations...

Contract	Contract Execution Date to June 30, 20??	
Supplement 1	July 1, 20?? to June 30, 20??	(Director of Transportation Authorization required)
Supplement 2	July 1, 20?? to June 30, 20??	(Director of Transportation Authorization required)

Deliverables schedules will be prepared for each specific Work Assignment that ENGINEER is assigned.

B-1

Engineering On-call Services Contract • Schedule of Services

Appendix B: Schedule template for On-call contracts

Step RFP and Two Step RFP contracts but are generally much shorter and simpler. Appropriate forms and templates for use on On-call Work Assignments are provided in Appendix H (Administration). Work Assignments are described in greater detail in Chapter 5 (Contract Administration)

Audits

Validating a consultant's qualification to perform a contract can be accomplished in part by performance of a pre-award audit. The Contract Administrator can require a pre-award audit prior to the award of a contract. On Federal Aid funded projects an audit is required under the following conditions:

- Less than \$150K – no audit or review is required, but is optional;
- Between \$150K and \$1M (Case 1);
- Between \$1M and \$3.5M (Case 2);
- \$3.5M and above (Case 3).

Case 1

Prime consultants with a proposed contract totaling \$150,000 or more, and any sub-consultants listed on the contract, must certify the accuracy of their contract costs and adequacy of their financial management systems

Case 2

Local agencies and consultants with a proposed contract totaling between \$1M and \$3.5M must comply with all the requirements outlined in Case 1 above.

In addition, local agencies must send copies of the proposed contract and additional supporting documentation to Caltrans Audits and Investigations (A&I) group for review in conformance with certain requirements outlined in the LAPM Chapter 10. Once the proposed contract and additional supporting documentation are reviewed, A&I will issue a Conformance Letter noting any deficiencies, if any.

Case 3

Local agencies and consultants with a proposed contract totaling \$3.5 million or more must comply with all the requirements in Case 1 and 2 above. Also, consultants must provide the following to RCTD who in turn will forward a copy to A&I:

- A state DOT's approved ICR schedule **and** the Cognizant Letter of Approval;
- or
- CPA Audited ICR Audit Report **and** a copy of the CPA audited financial statements, if any.

For additional audit details and requirements on federal aid projects refer to Chapter 10 of Caltrans' LAPM.

On locally funded projects, a Contract Administrator may request an audit when one of the following conditions exists.

- There is inadequate knowledge about the consultant's accounting procedures;
- There has been a previous unfavorable experience with the consultant's estimating or accounting methods;
- It is the first time a consultant has performed services for RCTD.

The purpose of a pre-award audit evaluation is to provide RCTD with professional advice on accounting and financial matters and to assist in the award and administration of proposed consultant contracts. The audit must be as broad in scope as necessary to meet the following objectives.

- Determine if the cost accounting system is capable of accumulating reasonable, allocable, and allowable costs.
- Determine if the consultant is financially capable of performing the required services.
- Determine the administrative systems' adequacy and the availability of applicable key personnel to perform the contract.

Some of the risk factors considered in an audit are listed below:

- History of satisfactory performance;
- Prior compliant history and audit frequency;
- Financial stability;
- Conformance to terms and conditions of previous contracts;
- General responsiveness and responsibility;
- The approximate dollar amount of all A&E contracts awarded to the consultant by Caltrans or a local agency in California within the last three calendar years;
- The type and complexity of the consultant's accounting system;
- The relevant professional experience of any CPA performing audits of the consultant's indirect cost rate;
- Responses to internal control questionnaire;
- Changes in the organizational structure.

The Contract Administrator has the responsibility to ensure that the final negotiated contract is complete and to verify that all required backup documents have been provided. After such an agreement is reviewed and accepted by the Contract Administrator and the prospective Consultant the agreement must be processed through the Board of Supervisors for approval.

Award Process

Reviews and Approvals

After the Consultant has executed the Contract, the Contract Administrator must prepare a document package for submittal to the Board of Supervisors. The document package will include a Form 11, a location map and the contract documents. When preparation of the package is complete it can be submitted using the County Minute Traq computer system. Minute Traq facilitates electronically routing the package to relevant individuals for review and approval. Review and approval will typically involve the following entities:

- Division Manager
- Directors Office
- County Counsel
- Executive Office
- Board of Supervisors

Board Execution

If approved by the relevant reviewers, the package will be forwarded to the County Board of Supervisors for final approval and execution. Once approved and executed by the Board, the Contract Administrator can issue a Notice to Proceed to the Consultant.

The background of the page features a light gray illustration of four business professionals (three men and one woman) in business attire. They are positioned around a large, light gray flowchart that consists of several interconnected boxes and arrows, suggesting a process or organizational structure. The title 'Contract Administration' is overlaid on this graphic in a large, blue, serif font.

Contract Administration

Contract Administrators are responsible and accountable for maintaining technical and administrative control of both the project and the consultant. The Contract Administrator is the RCTD person authorized to direct the consultant's assigned activities. The Contract Administrator should be experienced in the technical aspects of the work being contracted for and have a working knowledge of the administrative contract management process.

The work involved and quality of Contract Administration is greatly influenced by the process and procedures that have occurred in the selection of a consultant and the development of the contract. If the selected consultant is capable and qualified and the contract document provisions are sufficient and clear, then the contract administration is far more likely to be straight forward and glitch free. Using unqualified consultants and poorly prepared contracts can lead to difficult and problematic projects. The process and procedures described in this chapter have been developed in conjunction with the pre-award activities and documents described in the earlier chapters. The forms and documents recommended in the pre-award stage are consistent with the documents described in this chapter. Using the procedures and documents as

recommended for both pre-award and post-award stages will provide a consistent and efficient methodology for managing the consultants.

Getting Started

Project work for Project-specific and Multi-phased contracts begins immediately after the notice to proceed is issued to the consultant. This notice establishes the beginning date and may include transmittal of the executed contract. Federal Aid funding cannot be used to reimburse RCTD for any work performed by the consultant prior to:

- Authorization of the funds (completed federal form E-76);
- The Contract is executed;
- Notice to Proceed has been issued.

Project work for On-call contracts begins when RCTD identifies a need for a particular services, a work assignment package has been prepared and the work assignment package has been executed by both the Consultant and RCTD.

Thereafter RCTD manages and administers the work to ensure that a complete and acceptable product is received on time, within standards, and within budget. Contract administration requirements and activities ensure that contractual obligations are completed satisfactorily. Generally, these activities include:

- Providing direction to the consultant;
- Assuring adequate communication & coordination;
- Monitoring project progress and compliance with contract requirements;
- Assuring deliverables are reviewed by appropriate staff and accepting when complete;
- Reviewing invoices, approving payments, monitoring compliance with prevailing wage rates and controlling costs;
- Verifying labor rates for added or substituted personnel;
- Record-keeping and reporting;

- Identifying changes to the scope of work and preparation of amendments;
- Closing out the contract.

Good communication among the Consultant, the Contract Administrator, and other affected parties is crucial to the success of the project. To assure that all parties have a clear understanding of the process and requirements, consultant contracts should begin with a project kickoff meeting.

Communication & Coordination

Kickoff Meeting.

Post-award/pre-design orientation meetings with consultants to discuss procedures during the contract period will eliminate many misunderstandings. These meetings should cover such issues as progress reporting, payment requests, identification of communication channels, interpretation of contract terms and conditions, contract modifications, scope of work, goals for a successful project and other related items.

One of the important objectives of the Kickoff meeting is the establishment of periodic meetings in which the relevant and interested parties (the Project Development Team or PDT) meet to discuss project issues and status.

PDT meetings

Periodic meetings should be scheduled so all participants can plan accordingly. Minutes of these meetings should be kept and distributed to all interested parties. Among other objectives, PDT meetings should be conducted to ensure the milestones established in the work schedule of the contract are on schedule. To facilitate this effort, RCTD has developed several tracking templates that are to be updated and distributed by consultants at PDT meetings. These templates are described in the following section on Status & Oversight.

As necessary, additional conferences between the consultant, the agency, and other appropriate staff should be conducted.

Electronic Transfer of Technical Data

With the advent of the Internet, electronic communication has become a tremendously efficient form of communication and coordination. Many of the consultant's deliverables are required to be produced and/or submitted in a standardized electronic format.

Status & Oversight

Project Tracking System

Project services provided under Project-specific or Multi-phased contracts should be monitored by the consultant using Program Evaluation Review Technique (PERT) or Critical Path Method (CPM) tracking software. Many consultants currently use Microsoft Project software to track their projects. This software allows for detailed tracking of each task, deliverable and milestone. Consultants are expected to provide routine schedule updates (typically distributed at PDT meetings) to facilitate tracking of the progress. In addition to schedule updates, Consultants are required to provide several documents to facilitate monitoring progress at each PDT meeting. These documents include the following:

- Action Items Tracking List
- Project Schedule Summary
- Deliverables Tracking List

Action Items List

Consultants will need to track the status of commitments made by team members during various meetings. The format used by consultants to track action items may vary. A status report for action items should, however, track the following items at a minimum.

- Reference number (assigned to each action being tracked)
- Date of commitment (typically a meeting date)
- Description of the committed action.
- Responsible person or group
- Due Date
- Status

Action Items					
PROJECT NAME: Name				PROJECT NUMBER A0-0000.00	
CONSULTANT: Consultant Name				DATE: Date	
REF NO	ASSIGNED ON	DESCRIPTION	STATUS	ASSIGNED TO	DUE ON
OPEN					
1	xx/xx/xx	Action Header Action text	Status Header Status text	assigned	xx/xx/xx
2					
3					
4					
5					
ON GOING					
CLOSED					

1

Action Items tracking template

Project Schedule Summary

This summary will help evaluate schedule slippage that is often not shown on typical scheduling reports and will help gauge impacts to key milestones for typical RCTD projects.

PROJECT SCHEDULE SUMMARY					
PROJECT:				PROGRESS UPDATE NUMBER:	
CONSULTANT:				DATE:	
MILESTONES	TARGET	LAST MONTH	THIS MONTH	SLIP	
	Date	Date	Date	FROM TARGET	FROM LAST MO
PA&E					
Complete Environmental Studies					
Approval of Geometry & Bridge Types					
Circulate Draft Environmental Document					
Approval of Final Environmental Document					
PS&E					
Start Final PS&E					
Submit 60% PS&E					
Submit 95% PS&E					
Submit 100% PS&E					
RIGHT-OF-WAY					
Complete Right-of-way Requirements					
Start Appraisals					
Start Offers					
Obtain Certification					
AWARD					
Ready to List					
Award					
CONSTRUCTION					
Notice to Proceed					
Substantially Complete					
DEADLINE		DUE ON			
		Date			
DEADLINES					

Project Schedule Summary Template

In addition to detailed level schedules that are maintained by project teams, RCTD also provides simplified versions of project schedules that track key milestones. These simplified schedules are referred to as Program Level Schedules. The program level schedules are managed using a standardized list of typical tasks and milestones that allow for a quick overview of a projects

status and to facilitate management of the overall program. Updating of the Project Schedule Summaries by consultants will help Contract Administrators provide accurate updates to RCTD’s program level schedules. Here is a listing of the standardized tasks and milestones that are currently tracked in RCTD program level schedules.

Inter-Agency Agreements	Right-of-Way Engineering
Fund Authorization - DES/ENV	Right-of-Way Possession
Procure Consultant - DES/ENV	Utility Relocations
Conceptual Design	Encroachment Permits
Project Study Report	Fund Authorization - CON
Right-of-Entry	Award Process
Preliminary Survey	Procure Consultant - CM
Preliminary Design	Construction
Project Report	Final Seal Coat
Environmental Docs	Landscape Establishment
Environmental Permits	Notice of Completion
Final Design (PS&E)	Final Progress Report
Fund Authorization - ROW	Project Close-Out

Standard Schedule Task Titles

Deliverables Tracking List

A deliverable is a tangible or intangible product or service produced as a result of a project that is intended to be delivered to a customer (RCTD). A deliverable could be a report, a document, a software product or any other building block of an overall project. A deliverable differs from a project milestone in that a milestone is a measurement of progress toward an output, whereas the deliverable is the result of the process. On RCTD projects, deliverables refer to items specifically required to be produced or accomplished under the terms of the agreement and represent what the Consultant has promised to deliver. Obtaining the deliverables is the reason the consulting services are obtained and tracking their progress is key to monitoring the contract status. RCTD provides a Microsoft Excel template intended for use by consultants to track the deliverables status.

CONTRACT DELIVERABLES							
PROJECT:						PROGRESS UPDATE NUMBER:	
CONSULTANT:						DATE:	
TASK	DELIVERABLE	STATUS	TARGET	INITIAL SUBMITTAL	LAST SUBMITTAL	REVISION	NOTE
			Date	Date	Date	Seq. No.	
PHASE I: PROJECT APPROVAL / ENVIRONMENTAL DOCUMENT							
1.00 PROJECT MANAGEMENT							
1.10	Project Schedule						
1.20	Quality Control Plan						
2.00 ENVIRONMENTAL							
2.01	Preliminary Environmental Study						
2.02	Initial Study						
2.03	Notice of Preparation						
2.04	Notice of Intent						
2.05	Coordination Plan						
2.06	Cooperating and Participating Agency Letters						
2.07	Scoping Meetings (CEQA)						
2.08	Scoping Meetings (NEPA)						
2.09	Summary of Scoping Meeting comments						
2.10	Historic Property Survey Report						
2.11	Extended Phase I Report						
2.12	Archaeological Evaluation Report						
2.13	Historic Landscape Evaluation Report						
2.14	Finding of Effect						

1st Page of RCTD Deliverables Tracking template

This document, along with the Project Schedule Summary and the Action Item List should be updated and distributed at every PDT meeting.

Invoice Submittals

The consultant submits invoices at an agreed frequency (usually monthly) for the work performed on the contract and in a format provided by the RCTD. Invoice submittals consequently do not generally coincide with the submittal of deliverables. It is therefore necessary to develop a methodology to verify and justify the approval of all invoices submitted for payment.

Invoicing templates have been developed for use by consultants. The invoice template is made up of several individual forms and is a bit complex for an invoice. A separate invoice template for On-call contracts has similar forms but is significantly simplified to reflect the much lower contract dollar value and goal of streamlining On-call work.

Invoice Cover Sheet

The cover sheet provides summary contract and invoicing details, consultant contact information and RCTD approval. The cover sheet is printed on the Consultant's letterhead.

PRINT ON COMPANY LETTERHEAD

CONSULTANT SERVICES INVOICE & PROGRESS SUMMARY

SUBMITTED TO: TLMA
Accounts Payable
PO Box 1805
Riverside, CA 92502

PLEASE MAIL CHECK TO:

< engineer's mailing address >

Reference: Engineering Services Agreement

County Project Manager: < name of county pm >

Consultant: < name of consulting firm >

Contract: Number: < county contract number >
 Expiration: < date from agreement >
 Services: < description from agreement >

COUNTY PAYMENT APPROVAL

Dept ID: 3130500000

Account: 527980

Project: < county project number >

Activity ID: see [Activity Details](#)

Resource Type: CNT

Signature: _____

Date: _____

Period: < date from & to >

Payment No: < seq num >

Invoice No: < consultant num >

Amount Due this Invoice:

SUBMITTED BY: _____

I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed.

_____ Engineering Project Manager _____ Date

Billing Log

This is a sequential log showing the billing history for the contract

CONTRACT BUDGET:		REMAINING BALANCE:			
PAYMENT PERIOD	AMOUNT BILLED	CUMULATIVE AMOUNT BILLED	% BILLED	% EARNED	PMT NUM
					1
					2
					3
					4
					5
					6
					7
					8
					9
					10
					11
					12
					13
					14
					15
					16
					17
					18
					19
					20
					21
					22
					23
					24
					25
					26
					27
					28
					29
					30
					31
					32
					33
					34
					35
					36

Billing Summary

The form provides an overview of the current contract financial status. The information on this form is calculated from other forms in the invoice package and enables the Contract Administrator to verify that the billings don't exceed the work that has been completed.

The Billed vs Earned Value History chart is plotted from the information in provided on the Billing Log sheet.

BILLING SUMMARY

SERVICES: < description from agreement > CONTRACT NO: < county contract number >
 CONSULTANT: < name of consulting firm > PHASE: ALL PAYMENT NO: < seq num > INVOICE NO: < consultant num >

PHASE	CURRENT BUDGET	BILLINGS TO LAST PERIOD	BILLING THIS PERIOD	BILLED TO DATE	REMAINING BALANCE	% BILLED	% EARNED
Phase I (PA & ED)							
Phase II (PS&E)							
Retainage Deduction *							
Retainage Payment *							
Phase II - Retainage							
Phase III (Bid Support)							
Phase IV (Con Support)							
Contingency							
Totals							

* Payment for the final 10% of the PS&E Phase billings can be withheld pending submittal of the 100% package and approval by the County.

BILLED VS EARNED VALUE HISTORY

Invoice

The invoice sheets are the part of the invoice that identifies what the Consultant's bill is. These forms have been organized consistent with the Fee Proposal Worksheets that are used to prepare the contract budgets. The invoice sheets will include a summary sheet and a sheet for each phase of the contract. Consultants should not exceed the budget in any phase without written authorization to do so.

INVOICE

SERVICES: < description from agreement > CONTRACT NO: < county contract number >
 CONSULTANT: < name of consulting firm > PHASE: ALL PAYMENT NO: < seq num > INVOICE NO: < consultant num >

BILLING CATEGORIES	CURRENT BUDGET	BILLINGS TO LAST PERIOD	BILLING THIS PERIOD	BILLED TO DATE	% BILLED	REMAINING BALANCE
LABOR						
Staff Salaries						
Overhead & Payroll Addives	100.00%					
Fee						
DIRECT EXPENSES						
< direct expense item 1 >						
< direct expense item 2 >						
< etc. >						
OUTSIDE SERVICES						
< sub consultant 1's name >						
< sub consultant 2's name >	<DBE>					
< etc. >						
ADJUSTMENTS						
TOTALS						

In addition to the Invoice forms package, consultants will need to provide relevant supporting documentation for their billings. Other items include:

- Either copies of timesheets or computer generated reports showing the time each staff member worked on the project.
- Receipts for direct cost items
- Copies of sub-consultant invoices.

The Contract Administrator reviews and approves payment requests based on satisfactory project progress and in accordance with contract payment criteria. Accounting personnel will assist with reviewing the calculations and completeness of invoice documents and for verifying compliance with County policies and requirements. Costs incurred prior to the authorization date or when work is not authorized (stop-work periods) are usually not eligible for reimbursement.

The contract boilerplate, prepared for engineering services, includes the implementation of a retainage fee. This fee is typical 10% of the Final PS&E phase and is withheld after 90% of the approved Final PS&E budget has been expended. For engineering design services this is intended to assure that the contract budget is not completely spent prior to approving and endorsing a final contract plan package.

Product Delivery, Review, and Acceptance

The Contract Administrator will receive all work product and deliverables submitted by the consultant. In order to assure that the final product is of acceptable quality it is imperative that product delivery be routed for review to relevant technical groups. The Contract Administrator is therefore responsible for making certain that submittals are distributed to the appropriate reviewing parties.

DESIGN REVIEW ROUTING SHEET		
PROJECT	WORK ORDER	DATE: September 27, 2016
PROJECT MANAGER		DATE DUE: October 27, 2016
SUBMITTAL DOCUMENTS		
NOTES		
DISTRIBUTION LIST		
TECHNICAL DISCIPLINES	STAFF	NOTES
<input checked="" type="checkbox"/> Traffic	Dowlin Tsai	
<input checked="" type="checkbox"/> Structures	Tayfun Saglam	
<input checked="" type="checkbox"/> Survey	Ed Hunt	
<input checked="" type="checkbox"/> Utilities	Hermino Garcia	
<input checked="" type="checkbox"/> Construction	Hugh Smith	
<input checked="" type="checkbox"/> Materials Lab	Elmer Datuin	
<input checked="" type="checkbox"/> Contracts	Joel Jimenez	
<input checked="" type="checkbox"/> Operations	Paul Russell	
<input checked="" type="checkbox"/> Environmental	Marcia Rose	
<input checked="" type="checkbox"/> Water Quality	Claudia Steiding	
<input checked="" type="checkbox"/> Planning	Alan French	Drainage
<input type="checkbox"/> Design	Michael Muetting	
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		

cc: Khalid Nasim

Design Review Routing Sheet template

Functional Division shall perform appropriate reviews and transmit comments back to the Contract Administrator.

Review Comments					
PROJECT NAME: Name				PROJECT NUMBER A0-0000.00	
SUBMITTAL: Submittal		DISCIPLINE: Discipline	REVIEWED BY: Reviewer	DATE: Date	
ACTION: 1= WILL COMPLY 2= DISCUSS/CLARIFY 3= DIRECTION REQUIRED 4= NOT APPLICABLE 5= NO CHANGE STATUS: R = RESOLVED U = UNRESOLVED					
NO	REFERENCE DOC/PAGE/ITEM	COMMENTS	RESPONSES		
			RESPONSE OR ACTION TAKEN	ACTION	STATUS
1	Doc Pg X	Comment header Comment text Comment header 2 Comment text 2			
2					
3					
4					
5					
6					
7					

Comment Submittal Form

The Contract Administrator shall compile the comments into a single comment package and return consolidated comments to the consultant.

It is important that all appropriate reviewers receive the opportunity to review plan submittals. This may also include departments of the County other than the Transportation Department or other agencies such as Caltrans.

Quality Control

The contract boilerplate includes provisions requiring consultants to have a quality control plan in effect during the entire time services are being performed under the contract.

Administration

Administrative monitoring of the project includes verification that the consultant is: (1) complying with the terms and conditions of the contract, (2) processing requests for payment, (3) processing modifications to the contract, and (4) responding to requests for assistance. Monitoring activities should be appropriately documented by the Contract Administrator or contract manager. Other documents and processes which are the responsibility of the Contract Administrator or contract manager are as follows:

On-call Work Assignment Packages

When it has been determined that a Consultant is needed to provide services through an On-call contract, the Consultant and the RCTD Project Manager need to prepare a Work Assignment Package. Each Work Assignment Package will contain the following:

- Assignment Approval Route Sheet
- Log of Assignments
- Scope of Services
- Fee & Man-hour Proposal

The Consultant will provide a Fee & Man-hour Proposal consistent with the services required and the Contract Administrator will negotiate/validate the amount to assure it is fair and reasonable. The Contract Administrator is responsible for preparation of the Assignment Approval Route Sheet and Log of Assignments. These documents are combined with the Scope of Services and Fee and Man-hour Proposal to make a complete Work Assignment Package. Any required deadline for completion of the services should be identified in the package. The final package is first approved by the Consultant and is then routed for approval through RCTD staff.

Modifications

When changed conditions or extra work occurs on a project, a contract modification should be executed to address those changes. While a well-detailed scope of services will reduce the need for modifications, design is a discovery process and changes will occur. Modifications are generally used to authorize changes in the project schedule, budget, and/or scope of services.

Modifications are generally not required to address minor changes, which are compatible with the scope of services. However, a record of minor changes should be kept. Minor changes can accumulate to the point where a significant impact could occur.

Consultants are generally allowed to adjust for the actual cost for cost items within a Phase. For example, if the hours of one employee exceeds the budgeted amount but the hours of another have decreased and the overall cost for the Phase remains below the budgeted amount for that Phase, then the Consultant can bill the modified amounts without specific authorization with the following caveats:

- Sub-consultant work cannot be modified such that the overall work performed by sub-consultants as a whole exceeds 50% of the contract amount.
- Changes in sub-consultant compensation can't be detrimental towards fulfillment of DBE goals and requirements if they exist.

If a modification is needed that will require moving funds between phases or requires usage of contingency funds (contingency funds are not allowed if services are paid using Federal Aid funds) then an Administrative Budget Modification package will need to be approved by RCTD.

If the consultant initiates a modification or feels that there may be deviations from the contracted scope of services that will result in a cost that will exceed the total authorized contract budget, the consultant should provide to RCTD a written justification, scope, and cost proposal. Approval of the additional funds and modification to the contract will require execution of an amendment to the agreement by the County Board of Supervisors. In some cases, the Board may delegate limited authority to the Director of Transportation to approve certain amendments. Usage of the Administrative Budget Modification process may be applicable in cases where the Director of Transportation is authorized to approve an amendment.

The following parameters should be followed when considering a contract modification:

- A modification should be prepared, processed, and executed by all parties to the contract prior to authorizing work.
- While there is no specific limit on the amount by which a contract may be modified, the agency should guard against unrelated and/or major changes. The changes should be closely related to the original scope of work. If the changed condition is for work outside the original scope, a new procurement may become necessary.
- If a time extension is required to complete the authorized work, a contract modification should be executed prior to the expiration date of the contract. Depending on the reason for the time extension, a cost adjustment may also be warranted.
- The Consultant should notify the agency immediately if at any time during the contract period it appears that additional compensation will be a possibility. Requests for additional compensation should be analyzed by examining the consultant's progress and justification. Justifications may include a change in the character or complexity of the work or extra work required by the RCTD.
- If the work authorized by the contract is increased or decreased, or if the character of the work is revised, a modification to the contract may be required. Modifications should not be used to add unrelated work from that authorized by the original scope of services.

- Decreases in the scope of services, the contract time, or the maximum amount payable may occur. A modification should be processed to document these changes. The Contract Administrator needs to take the initiative when there is a significant decrease in scope of services. Generally, a consultant is slow to react to budget reductions.

The Contract Administrator and contract manager should ensure that an actual change in the scope of services has occurred and that the modification is not a result of rework or unsatisfactory work on the part of the consultant. Modifications should be in compliance with the terms and conditions of the contract.

Insurance

The Engineering Services Agreement boilerplate (appendix C) includes insurance requirements. The Consultant is required to show proof of insurance coverage under the terms and conditions of the contract prior to Notice to Proceed. Certificates of insurance should be retained in the contract file for the duration of the contract. In the event the consultant's coverage is canceled or expires, work should be stopped until the insurance is reinstated and proof furnished to the agency.

Maintaining the Contract File

RCTD should maintain a contract file for the purpose of making audits, excerpts, transcriptions, or examinations. In addition, all consultants are required to keep records of all work and documents for a period of not less than three years after a project is closed out. It is obviously beneficial to the Contract Administrator and to RCTD if the Consultants maintain the project files in a consistent and uniform manner. RCTD has developed a filing system generally consistent with Caltrans Uniform Filing System. Some modifications have been made to address the fact that RCTD is not Caltrans and some modifications have been made to simplify the filing system. Many, if not most, of the Consultants used by RCTD also perform work for Caltrans. As a result, these firms are often already familiar with the Caltrans Filing format. It is recommended that Consultants maintain a filing system using either the Caltrans Uniform File System or the modified RCTD system. The format and

structure of the RCTD Filing Format is provided in Appendix I (Uniform Filing System) for reference.

Stop-Work Notification

In the event that the consultant's performance is unsatisfactory, or it is deemed in the best interest of the agency to cease work on a project, a written stop-work notification should be issued to the consultant. The consultant may not proceed with work on the project unless a subsequent authorization to proceed is given. If it is determined to be in the best interest of the agency to stop work or terminate the contract, it should be done in compliance with the terms and conditions stated in the contract.

Post-Design Services

The designer should be available during the construction phase to promptly answer questions and address issues concerning the project design intent. The Contract Administrator should ensure that communication among the consultant, Contract Administrator and construction staff is facilitated. This will allow problems to be resolved quickly and at the lowest possible level. On many projects it may be advisable to include in the contract, or in a separate agreement, a provision for use of the design consultant to review shop drawings and to respond to design issues that may arise during construction.

Errors and Omissions

In the event a design error or omission exists, the consultant should be informed as soon as possible and given an opportunity to provide any information deemed appropriate toward resolution.

Contract Closeout

Following acceptance of the work and final audit if needed, the agency closes the contract file. It is recommended to close out consultant contracts quickly. However, such closeouts should be delayed until after physical construction of the project is completed. Waiting for project completion will ensure the consultant's availability should problems arise or the need for change occurs.

Final Payment

Final payment to the consultant is made prior to or in conjunction with closeout. Closeout may involve release of retainage or guarantees.

Performance Evaluation

The Contract Administrator may evaluate the consultant's performance as part of the contract closeout.

Legislative Documents

Contents

- Introduction
- Federal Links
- State links
- Local Documents
 - County Policy Documents
 - TLMA Policy Documents
 - Transportation Memorandums

Introduction

Appendix A is a compilation of various Legislative and Policy documents that are related to the use and management of consultants. The federal and state documents are referenced by links. The local agency documents are compiled in this Appendix.

Federal Links

- Federal Highways Administration
www.fhwa.dot.gov/programadmin/consultant.cfm
- Electronic Code of Federal Regulations
www.ecfr.gov
- U.S. Government Printing Office
www.gpo.gov/fdsys/search/home.action
- White House Office of Management and Budget
www.whitehouse.gov/omb

State Links

- Local Assistance Manuals
www.dot.ca.gov/hq/LocalPrograms/index.htm
- California Constitution
www.leginfo.ca.gov/const.html
- California Codes
www.leginfo.ca.gov/cgi-bin/calawquery?codesection=gov
leginfo.legislature.ca.gov/faces/codes.xhtml

Local Documents

County Policies

- A18 Procedures for Contracting for Professional or Personal Services
- A43 County Records Management and Archives Policy
- A69 Best Practices in Contract Management
- B17 Disabled Veteran and Local Business Enterprises
- B22 Capital Improvement Program
- H07 Selection of Architectural, Engineering and Real Estate Related Services

TLMA Policies

- Pur 001 Procurement and Payment Authorization for Goods & Services.
- Agy 009 Signatures on Contract Documents.

Transportation Memorandums

- Form 11 Writing Guide
- Director Signatures
- CO Avoidance Evaluation
- Press Releases

COUNTY OF RIVERSIDE, CALIFORNIA
BOARD OF SUPERVISORS POLICY

<u>Subject:</u>	<u>Policy Number</u>	<u>Page</u>
PROCEDURES FOR CONTRACTING FOR PROFESSIONAL OR PERSONAL SERVICES	A-18	1 of 5

Policy:

Department heads contemplating the procurement of professional or personal services by contract shall adhere to the following guidelines and procedures:

1. DEFINITIONS

- a. **Professional.** A professional with whom the County of Riverside may contract for professional services can generally be described as one whose vocation, calling, occupation or employment involves specialized knowledge, labor or skills, and such labor or skill is predominantly mental or intellectual rather than physical or manual. Professional services may only be rendered pursuant to a license, certification or registration authorized by the Business and Professions Code or the Chiropractic Act.
- b. **Personal Services.** A personal services contract is a contract whereby one of the contracting parties, as consideration or part consideration, is to perform a service for the county as provided in the contract and such services may not be provided by substitution or contracted out to a third party. Such service must be provided personally by the contracting individual.

2. QUALIFICATIONS

The contractor must be a person specially trained, experienced, expert and competent to perform the service and, if a professional, he must be duly licensed or certified as such.

3. LIMITATIONS

Professional or personal services contracts shall only be rendered under one or more of the following circumstances:

- a. The required services are outside the scope of the duties of county employees.
- b. The required services must consist of services, advice, education or training for the county or its employees. The services must be in financial, economic, accounting, engineering, legal, medical, therapeutic, administrative, architectural, security matters, and laundry and linen services. They may consist of maintenance or custodial services upon the making of appropriate findings in compliance with Government Code Section 31000.

COUNTY OF RIVERSIDE, CALIFORNIA
BOARD OF SUPERVISORS POLICY

<u>Subject:</u>	<u>Policy</u>	<u>Page</u>
PROCEDURES FOR CONTRACTING FOR PROFESSIONAL OR PERSONAL SERVICES	A-18	2 of 5

- c. There is no public agency available and presently able to provide the services.
- d. There are no existing county employees who are equally trained, experienced, and able to perform the service.
- e. Severe time constraints are imposed on completing a project within a time frame required by statutory and regulatory requirements that reasonably could not be anticipated so that completion could be accomplished by existing local government staff.

4. EXCEPTIONS TO POLICY

This policy shall not apply to contracts covered under other county, state or federal policies or regulations, nor to:

- a. Agreements for construction soils and materials testing laboratories of construction contract inspectors;
- b. Contracts for shelter home and youth home services;
- c. Workers compensation services, malpractice liability services, and liability insurance services, including legal, investigative and rehabilitation services.;
- d. Agreements for architectural and engineering services. Procedures for contracting for these services are established by Board of Supervisors Policy H-7.

5. PROCEDURES

All recommendations to the Board of Supervisors for contracts for professional or personal services shall comply with the following procedures, except as expressly provided elsewhere in this policy:

- a. Subject to the availability of funds, the department head shall prepare a request for proposal, which shall include specifications, conditions and any other requirements deemed necessary for the provision of such services;
- b. The department head shall distribute copies of the request for proposal to as many prospective bidders as will ensure a sufficient number of competitive bids. In no event shall the number of RFP's distributed be less than three unless the department head certifies that three bidders are not available; and

COUNTY OF RIVERSIDE, CALIFORNIA
BOARD OF SUPERVISORS POLICY

<u>Subject:</u>	<u>Policy</u>	<u>Page</u>
PROCEDURES FOR CONTRACTING FOR PROFESSIONAL OR PERSONAL SERVICES	A-18	3 of 5

- c. The department head shall review and rank in order ranging from "most responsive" to "least responsive" all proposals received from responsible offerors. Based on services being requested and the quality of the specification provided, each criteria listed below will be assigned a weighting factor or a percentage of the total weight. The proposals will be evaluated utilizing this predetermined weighing factor in establishing a ranking for each proposal.

Therefore, by using the evaluation criteria, cost is only one element of the overall evaluation and establishing price reasonableness through due diligence, award recommendations may be made to other than the initial low cost offerors. The following section guidelines shall be used in recommending to the Board of Supervisors the award of a contract to the most responsive bidder:

1. Actual capability to complete the project in conformance with the specifications, conditions and other requirements of the County of Riverside;
 2. Demonstrated ability to prepare or deliver professional, accurate and timely finished products or services irrespective of unusual or difficult circumstances;
 3. A reasonable contract price in relationship to the size, quality and time constraints of the proposed project with due consideration of competitive proposals;
 4. Satisfactory experience and performance on similar types of services;
- d. Requests for approval of contracts for the employment of persons to furnish maintenance and custodial services to a county facility shall also contain a recommendation and recitation of facts to enable the Board to make appropriate findings in compliance with Section 31000 of the Government Code.
- e. All proposed contracts must be reviewed and approved as to form by the County Counsel in compliance with Policy A-5. Appropriate standard contract forms should be obtained from County Counsel and included with Requests for Proposals. No such contract shall be submitted to the Clerk of the Board of Supervisors without the review and recommendation of the County Executive Officer.

COUNTY OF RIVERSIDE, CALIFORNIA
BOARD OF SUPERVISORS POLICY

<u>Subject:</u>	<u>Policy</u>	<u>Page</u>
PROCEDURES FOR CONTRACTING FOR PROFESSIONAL OR PERSONAL SERVICES	A-18	4 of 5

- f. Pursuant to Government Code Section 25502.5(a), the County Purchasing Agent may process and execute contracts for personal and professional services, which do not exceed, in aggregate, the appropriate statutory limit, currently \$100,000. This policy, however, shall limit such contracting authority of the Purchasing Agent to \$25,000 without prior Board approval if the contract was not competitively bid.
 - g. Request for contract approval, which must go to the Board will be clearly identified as Request for award of a contract to the most responsive offeror." All requests for award to other than the most responsive offeror, regardless of dollar value, must go to the Board and be fully justified.
- 6. CONTRACT ADMINISTRATION:**
- a. **Department Head** - The department head shall be responsible for the satisfactory performance of the contract requirements by the contractor. This includes contract monitoring, that process which determines if the contractor is performing the contracted services, and contractor evaluation. The evaluation process will determine the effectiveness of the contractor's service delivery process and, to the extent possible, whether the delivered service is accomplishing that which the County intended. The establishment of a quantifiable objective is an essential element of the contract development process to enable evaluation.
 - b. **Program Manager** - The program manager is responsible for contract administration; i.e., the day-to-day operation of the contract which includes, but is not limited to, insuring compliance with the technical requirements of the contract and processing of contract payments.
 - c. All amendments to contracts approved in compliance with this policy shall require the approval of the Board of Supervisors after review and recommendation by the County Counsel and County Executive Officer.
- 7. PROVISION FOR WAIVER:**
- Upon request of a department head, setting forth good cause, the Board of Supervisors may approve a contract for special services without compliance with procedures set forth in this policy.
- 8.** This policy supersedes revised Policy A-18 approved by the Board of Supervisors on April 13, 1993.

**COUNTY OF RIVERSIDE, CALIFORNIA
BOARD OF SUPERVISORS POLICY**

<u>Subject:</u>	<u>Policy Number</u>	<u>Page</u>
PROCEDURES FOR CONTRACTING FOR PROFESSIONAL OR PERSONAL SERVICES	A-18	5 of 5

Reference:

- Minute Order 6.9 of 11/03/1981
- Minute Order 3.36 of 04/13/1993
- Minute Order 3.5 of 04/08/1997
- Minute Order 3.7 of 02/01/2000 (supersedes Policy A-18 adopted 11/03/1981)
- Minute Order 3.7 of 11/07/2006

**COUNTY OF RIVERSIDE, CALIFORNIA
BOARD OF SUPERVISORS POLICY**

<u>Subject:</u>	<u>Policy Number</u>	<u>Page</u>
COUNTY RECORDS MANAGEMENT AND ARCHIVES POLICY	A-43	1 of 16
Part A. General		2
Section A.1. Title		2
Section A.2. Findings.....		2
Section A.3. Authority		2
Section A.4. Purpose and intent		2
Section A.5. Applicability		3
Part B. Program responsibilities.....		3
Section B.1. Responsibilities – records management and archives program		3
Section B.2. Responsibilities – County Records Center		3
Section B.3. Responsibilities – County Archives		4
Section B.4. Responsibilities – custody, control of, and access to records		4
Section B.5. Responsibilities – departmental cooperation.....		4
Section B.6. Responsibilities – requests for space allocation		5
Section B.7. Responsibilities – records & micrographic equipment, software & systems		5
Section B.8. Responsibilities – annual report		5
Part C. Standards		5
Section C.1. Standards – establishing		5
Section C.2. Standards – establishing – records retention and destruction		6
Section C.3. Standards – copy of record		6
Section C.4. Standards – eye-readable formats		6
Section C.5. Standards – reformatting.....		6
Section C.6. Standards – microfilm.....		6
Section C.7. Standards – electronic format		7
Section C.8. Standards – electronic filing		7
Part D. Records retention		8
Section D.1. Records retention schedules – general		8
Section D.2. Records retention schedules – responsibilities		8
Section D.3. Records retention schedules – responsibilities – master file		8
Section D.4. Records retention schedules – standard – copy of record		8
Section D.5. Records retention schedules – standard – retention periods		9
Section D.6. Records retention schedules – approval		9
Section D.7. Records retention schedules – list of approved schedules.....		9
Section D.8. Records retention schedules – general schedule.....		10
Section D.9. Records retention schedules – departmental schedules.....		10
Section D.10. Records retention – records destruction.....		11
Section D.11. Records retention – non-records destruction		12
Glossary.....		12
Attachment A Records Retention Schedules-list of approved schedules		15

COUNTY OF RIVERSIDE, CALIFORNIA
BOARD OF SUPERVISORS POLICY

<u>Subject:</u>	<u>Policy Number</u>	<u>Page</u>
COUNTY RECORDS MANAGEMENT AND ARCHIVES POLICY	A-43	2 of 16

Part A. General

Section A.1. Title

This policy shall be known as “The County Records Management and Archives Policy.”

Section A.2. Findings

The Board of Supervisors finds that in order to safeguard rights and ensure accountability it is in the best interest of the county and the citizens thereof, and essential for the administration of county government, to create, receive, maintain, and make available accurate and reliable county records; and that the most effective way to ensure this is to apply consistent standards of responsible recordkeeping across all county departments.

Section A.3. Authority

This policy is adopted in consideration of the provisions of Government Code §6250 et seq. pertaining to the availability and accessibility of public records; Government Code §§26201-26202.6 and §§26205-26205.8 pertaining to the Board of Supervisors’ responsibilities regarding the retention and destruction of County records; in accordance with Government Code §12168 et seq. pertaining to establishing standards; in accordance with Government Code §34090.7 pertaining to prescribing procedures for destruction of duplicate records; and pursuant to County of Riverside Resolution 2004-044 pertaining to the retention and destruction of county records.

Section A.4. Purpose and intent

It is the purpose and intent of this policy to establish a uniform program of responsible recordkeeping applicable to all county departments in accordance with applicable law. By doing so, it is the Board of Supervisors' goal to:

- a. **SAVE SPACE** by removing from offices records not required for the day-to-day operations; by removing from storage areas records that no longer have significant value; and by maintaining a consistent flow of records from office space to off-site storage to destruction.
- b. **SAVE MONEY** by better utilization of office space and imaging technology for active records; by restricting the use of leased space for storage of inactive records; by controlling the purchase of equipment and supplies to file inactive records; by providing cost effective storage facilities for inactive records; and by encouraging the use of automated micrographic systems for very active, long term and archival records.
- c. **SAVE TIME AND LABOR** in locating records by removing inactive records from office files; by centrally locating inactive records in an off-site facility; by maintaining a computerized records management system which provides for

COUNTY OF RIVERSIDE, CALIFORNIA
BOARD OF SUPERVISORS POLICY

<u>Subject:</u>	<u>Policy Number</u>	<u>Page</u>
COUNTY RECORDS MANAGEMENT AND ARCHIVES POLICY	A-43	3 of 16

retrieval and accounting of off-site records and utilizing imaging technology and automation for active records retrieval.

- d. **PRESERVE AND PROTECT** documents of historical significance and/or archival value.

Section A.5. Applicability

This policy and the standards for responsible recordkeeping developed under its authority apply to all county departments.

Part B. Program responsibilities

Section B.1. Responsibilities – records management and archives program

The County Assessor-Clerk-Recorder’s office shall manage and operate the County Records Management Program and the County Archives (to be known collectively as RMAP) on behalf of the County Board of Supervisors. RMAP shall develop and maintain a multi-year business plan to make available archival, records and reformatting services to all county departments. This plan shall include establishing fees adequate to recover the full costs of such services.

RMAP shall periodically survey departmental records management practices, and where appropriate recommend improvements in those practices. This shall include assessing use of space, equipment, systems and supplies necessary and appropriate to create, receive, maintain, store, archive and make available records.

Section B.2. Responsibilities – County Records Center

To make available cost effective storage, access, and disposal for county records of temporary value, RMAP shall manage and operate the official County Records Center following generally accepted records management standards.

Preferably, county records with limited retention periods that are not immediately required to support day-to-day business should, as appropriate, be stored at the County Records Center for the remainder of their retention period.

Any alternative records storage facilities used by departments to store county records, such as leased facilities or third party vendors, shall meet appropriate guidelines for secure records storage developed by RMAP based on generally accepted best practices. County records shall only be stored in facilities with fire warning and suppression systems, and with adequate security to prevent unauthorized access to, or interference with, the records.

COUNTY OF RIVERSIDE, CALIFORNIA
BOARD OF SUPERVISORS POLICY

<u>Subject:</u>	<u>Policy Number</u>	<u>Page</u>
COUNTY RECORDS MANAGEMENT AND ARCHIVES POLICY	A-43	4 of 16

Section B.3. Responsibilities – County Archives

The official County Archives shall identify, collect, preserve, and make available the county’s documentary heritage of records of permanent value. The County Archives shall follow generally accepted standards of archival practice.

In order to ensure preservation of records most cost effectively, departments which choose to transfer county records of permanent value to the County Archives should do so as soon as practicable. County departments should work with the County Archives as applicable to develop procedures that balance the need to preserve records of permanent value with continuing department business need for access to them.

Section B.4. Responsibilities – custody, control of, and access to records

The rights of custody and control of records that departments choose to store in the County Records Center remain with the departments, which are responsible for granting access to county employees or members of the public in accordance with all applicable statutes, regulations, policies, and procedures. Any and all legal restrictions regarding access to records shall remain in effect while stored at the County Records Center on behalf of departments.

When departments choose to have records accessioned into the County Archives, rights of custody and control of those records transfer to the County Archives. This shall be known as archival custody. The County Archives shall be responsible for providing access to records in archival custody to county employees or members of the public in accordance with all applicable statutes, regulations, policies, and procedures. Any and all legal restrictions regarding access shall remain in effect for records under archival custody.

Any county officer or employee having custody or control of any county records shall, at the expiration of their term of office, appointment, or employment, deliver custody and control of all records kept or received by them to their successors or supervisors, or to RMAP if appropriate and as directed.

All records in the possession of any county department shall, upon termination of activities of such department, be transferred to any successor department or to RMAP as appropriate, provided that such transfer of custody and control is consistent with the formal provisions of such termination.

Section B.5. Responsibilities – departmental cooperation

County departments shall, as appropriate, cooperate with RMAP to meet the intent of this policy, follow the guidelines for responsible recordkeeping established under this policy, and develop department policies and procedures in accordance with those guidelines.

COUNTY OF RIVERSIDE, CALIFORNIA
BOARD OF SUPERVISORS POLICY

<u>Subject:</u>	<u>Policy Number</u>	<u>Page</u>
COUNTY RECORDS MANAGEMENT AND ARCHIVES POLICY	A-43	5 of 16

Each county department shall designate an individual, or individuals, to assist with and be directly responsible for implementing this policy. RMAP shall offer regular training to assist and support those departmental personnel.

Section B.6. Responsibilities – requests for space allocation

Departments shall include a description of their records management plan with any request for additional space and relevant capital improvements, and in that description shall include any work with RMAP to most efficiently and cost effectively address the space demands of records in their current location.

Section B.7. Responsibilities – records & micrographic equipment, software & systems

Regarding purchases, upgrading, or rental of records and/or micrographic equipment, software and systems the purchasing agent shall consult with RMAP to ensure efficient and cost-effective use of existing resources and to meet established standards for responsible recordkeeping.

Section B.8. Responsibilities – annual report

Within 90 days following the end of each fiscal year, RMAP shall make an annual report to the Board of Supervisors summarizing the activities of the program, and conformance to generally accepted responsible recordkeeping standards. The annual report shall include a listing of all extensions to retention periods requested by and granted to departments through the course of the year, and brief summaries of the justifications given.

The annual report shall include a summary of the financial activities of the program in the previous year compared with budgeted appropriations and estimated revenues. The annual report shall also include the program's long-range financial plan over a period of not less than five years into the future. The annual report shall also include an executive summary of the program's business plan, including, but not limited to, an assessment of service needs and market opportunities, strategic planning, and capital planning.

Part C. Standards

Section C.1. Standards – establishing

With the approval of the County Executive Officer and County Counsel, RMAP shall establish standards for responsible recordkeeping in conformity with applicable statutes, regulations and recognized best practices, and shall upon request provide training, advice, and assistance to all county departments in conforming with those standards.

COUNTY OF RIVERSIDE, CALIFORNIA
BOARD OF SUPERVISORS POLICY

<u>Subject:</u>	<u>Policy Number</u>	<u>Page</u>
COUNTY RECORDS MANAGEMENT AND ARCHIVES POLICY	A-43	6 of 16

As necessary and appropriate, the director of RMAP shall organize one or more committees to assist in establishing standards for responsible recordkeeping. He or she, or his or her representative, shall chair any such committee, which shall include representatives of concerned departments.

Section C.2. Standards – establishing – records retention and destruction

RMAP shall develop standards, forms and procedures to assist departments in preparing departmental records retention schedules that adequately provide for the indefinite retention of records of permanent value, and for the prompt and orderly disposition of records of temporary value.

Section C.3. Standards – copy of record

Where any county record, as defined in this policy, is created or received and maintained in more than one copy, the department concerned shall clearly designate a copy of record, and shall assign responsibility for maintaining that copy of record in accordance with the applicable records retention schedule.

Section C.4. Standards – eye-readable formats

Records with a mandatory retention of five years or longer shall be maintained in an eye-readable format in addition to any electronic format used for access or business process support. Records vital to business continuity, whatever their mandatory retention, shall be maintained in eye-readable format in addition to any electronic format used for access or business process support.

Section C.5. Standards – reformatting

To ensure cost-effective production of copies, whether analog or digital, of county records that meet required standards for surrogates, RMAP shall manage and operate an official county reformatting program following generally accepted industry standards. RMAP shall maintain a reference library of such applicable national and international reformatting standards for the use of all county departments and other clients.

Reformatting of county records by any department other than RMAP, or by any outside contractor, shall meet or exceed the same standards applied by the county reformatting program. All departments performing their own reformatting or contracting for reformatting shall work with RMAP to establish appropriate procedures to confirm adherence to those standards.

Section C.6. Standards – microfilm

All film used in the microphotography process shall meet or exceed minimum standards of quality approved by the United States Bureau of Standards and the American National Standards Institute, or other generally recognized standard setting

COUNTY OF RIVERSIDE, CALIFORNIA
BOARD OF SUPERVISORS POLICY

<u>Subject:</u>	<u>Policy Number</u>	<u>Page</u>
COUNTY RECORDS MANAGEMENT AND ARCHIVES POLICY	A-43	7 of 16

organizations as applicable and relevant. A true copy of the microfilm shall be kept in a safe and separate place for security purposes.

Section C.7. Standards – electronic format

In accordance with Government Code §12168 et seq., the Board of Supervisors recognizes the need to adopt uniform countywide standards for the purpose of storing and recording both permanent and temporary records in electronic media. In order to ensure that uniform countywide standards remain current and relevant, RMAP, in consultation with the County Executive Officer and County Counsel, shall adopt appropriate standards established by the American National Standards Institute, the Association for Information and Image Management, or other generally recognized standard setting organizations as applicable and relevant. These standards shall include a requirement that a trusted system be utilized.

In order to implement standards as expeditiously as possible, and until such time as specific countywide standards are adopted, RMAP shall make readily available to departments copies of standards and/or guidelines recommended by the American National Standards Institute, the Association for Information and Image Management, or other generally recognized standard setting organizations, as applicable and relevant, for recording permanent and/or nonpermanent records. County officers shall ensure microfilming, electronic data imaging, and photographic reproduction meet or exceed these minimum standards.

Section C.8. Standards – electronic filing

When not inconsistent with other provisions of law, RMAP may, in consultation with the County Executive Officer, County Counsel, and other interested parties, propose to the Board of Supervisors adoption of policies and procedures to authorize electronic filing in lieu of filing or recording documents presented in paper format, including filing by facsimile, of any document required to be filed with the county under any act administered by the county.

The rules and regulations may set forth standards for the acceptance of a signature in a form other than the proper handwriting of the person filing a document that requires his or her signature. A signature on a document electronically filed, or filed by facsimile, in accordance with those rules and regulations is prima facie evidence for all purposes that the document actually was signed by the person whose signature appears on the electronically filed document or facsimile.

The filing or recording shall constitute a unique computerized informational record. The record need not be retained in the form in which it is received, if the technology used to retain the record results in a permanent record that does not permit additions, deletions,

COUNTY OF RIVERSIDE, CALIFORNIA
BOARD OF SUPERVISORS POLICY

<u>Subject:</u>	<u>Policy Number</u>	<u>Page</u>
COUNTY RECORDS MANAGEMENT AND ARCHIVES POLICY	A-43	8 of 16

or changes to the original document, and from which an accurate image may be created during the period for which the record is required to be retained. The filing officer may employ a system of microphotography, optical disk, or reproduction by other techniques that do not permit additions, deletions, or changes to the original document. A true copy of the microfilm, optical disk, or other storage medium shall be kept in a safe and separate place for security purposes.

Part D. Records retention

Section D.1. Records retention schedules – general

In order to most efficiently and effectively implement the various provisions of the Government Code pertaining to Board of Supervisors approval of records retention and destruction, the county shall use Board approved general and departmental records retention schedules that specify various record series, their retention periods, and any particular restrictions or specifications regarding their retention, disposition and destruction.

Section D.2. Records retention schedules – responsibilities

RMAP shall coordinate preparation of records retention schedules and records destruction activities generally, and shall act as liaison between departments, risk management, the County Auditor-Controller, County Counsel and the County Executive Office in matters dealing with records retention.

County departments shall develop and maintain their own records retention schedules and records destruction activities in accordance with the established guidelines pursuant to Section D.9, below. This includes coordinating statutorily required Board approval of each departmental schedule, and periodic updates as necessary to remain current.

Section D.3. Records retention schedules – responsibilities – master file

RMAP shall maintain a master file of all records retention schedules approved by the Board of Supervisors with a copy of the Board minute order of approval attached to each. RMAP shall make readily available to county officials, employees, and the public reference copies of approved records retention schedules.

Section D.4. Records retention schedules – standard – copy of record

Records retention schedules shall apply to the copy of record, unless explicitly stated otherwise.

COUNTY OF RIVERSIDE, CALIFORNIA
BOARD OF SUPERVISORS POLICY

<u>Subject:</u>	<u>Policy Number</u>	<u>Page</u>
COUNTY RECORDS MANAGEMENT AND ARCHIVES POLICY	A-43	9 of 16

Section D.5. Records retention schedules – standard – retention periods

The retention periods on Board approved records retention schedules are mandatory, and records shall be disposed of in accordance with those approved retention periods. Records not required for active or likely litigation, and which have been subjected to any and all applicable audits, must be disposed of at the end of their scheduled retention period, unless a department head certifies a specified business need to extend their retention period. RMAP shall keep a register of such certified extensions, and report a summary of extensions in their annual report.

In some departments, records of a series listed on the county's general records retention schedule may need to be retained longer than the general schedule period, due to specific audit or contract requirements applicable to that department's programs. Departments should treat such cases separately when developing and revising their specific records retention schedules.

As an interim measure until all departments have specific records retention schedules, department heads or their designees shall certify a business need to extend the retention period required by the general schedule for such records, citing the specific audit or contract provisions concerned. Such records shall be disposed of on authority of the general schedule when this certified extension has passed.

No duplicates or other copies of any record shall be retained longer than the mandatory retention period for the copy of record. When records are disposed of by schedule, departments shall ensure they retain no duplicates or other copies.

Section D.6. Records retention schedules – approval

Pursuant to Government Code §26205.1, to be in effect records retention schedules require approval by the Board of Supervisors. Records retention schedules submitted by RMAP to the County Executive Office for Board approval shall require prior sign off by the County Archives manager, Risk Management, County Auditor-Controller, County Counsel, and the director of RMAP.

RMAP sign-off of any proposed records retention schedule shall include certification the schedule was reviewed by a professional archivist and/or historian to ensure the need to maintain the county's documentary heritage is adequately considered in establishing the retention periods.

Section D.7. Records retention schedules – list of approved schedules

All records retention schedules approved by the Board of Supervisors shall be listed below in this section by title, schedule number, approval date, and agenda number.

COUNTY OF RIVERSIDE, CALIFORNIA
BOARD OF SUPERVISORS POLICY

<u>Subject:</u>	<u>Policy Number</u>	<u>Page</u>
COUNTY RECORDS MANAGEMENT AND ARCHIVES POLICY	A-43	10 of 16

The list in this section shall constitute the only valid list of authorized records retention schedules to be used by county departments and RMAP.

Subsequent to the adoption of this policy, a motion for the Board of Supervisors to approve a records retention schedule shall be taken as a motion to amend this policy to add the title and approval date of the schedule to this section.

Listing a records retention schedule in this section shall be taken as inclusion by reference of the entire approved retention schedule in the text of this policy. When revising a records retention schedule, a motion for the Board of Supervisors to approve a revised retention schedule shall be taken as a motion to amend this section of this policy to add the title of the revised schedule and approval date to this section, and to delete the title and approval date of the previous version of that schedule from this section.

Board approved records retention schedules are listed in **Attachment A**.

Section D.8. Records retention schedules – general schedule

A general records retention schedule for the county shall be developed and maintained under the supervision of the director of RMAP, or designee, in consultation with other county departments as necessary and appropriate.

The completed or updated proposed general records retention schedule shall be accompanied by a signature page signed by the county archives manager, Risk Management, County Auditor-Controller, County Counsel, and the director of RMAP, or their respective designees. The general records retention schedule and its accompanying signature page shall be submitted under cover of a fully executed Form 11 by RMAP to the County Executive Office pursuant to Board Policy A-5 for review and submittal to the Board of Supervisors for approval.

A Board approved general records retention schedule shall only provide authority for the disposition of 'housekeeping' records commonly found in most county departments. The general records retention schedule shall not cover the specific programmatic records produced by departments. Retention requirements of programmatic records shall be defined and documented by departments in their own specific records retention schedules.

Pursuant to Government Code §26205.1, no general records retention schedule shall be effective unless and until approved by the Board of Supervisors.

Section D.9. Records retention schedules – departmental schedules

COUNTY OF RIVERSIDE, CALIFORNIA
BOARD OF SUPERVISORS POLICY

<u>Subject:</u>	<u>Policy Number</u>	<u>Page</u>
COUNTY RECORDS MANAGEMENT AND ARCHIVES POLICY	A-43	11 of 16

Specific records retention schedules shall be developed and maintained by each county department. RMAP shall provide forms and procedures for inventorying records and developing retention schedules, and shall provide guidance and assistance to department personnel in their use upon request.

All proposed or updated department records retention schedules and their accompanying signature pages shall be submitted on behalf of departments by RMAP under cover of a fully executed Form 11 to the County Executive Office pursuant to Board Policy A-5 for review and submittal to the Board of Supervisors for approval. All records retention schedules submitted to the Board of Supervisors shall be accompanied by a signature page signed by the head of the department, Risk Management, County Auditor-Controller, County Counsel, the county archives manager, and the director of RMAP, or their respective designees.

Pursuant to Government Code §26205.1, no departmental records retention schedule shall be effective unless or until approved by the Board of Supervisors.

Section D.10. Records retention – records destruction

Pursuant to Government Code §§26201-26202.6 and §§26205-26205.8, County records, as defined in this policy, shall only be destroyed: (1) in accordance with an approved records retention schedule listed in this policy; or (2) after reformatting to required standards; or (3) with specific permission of the Board of Supervisors.

Reformatting means to copy the content, structure, and context of records to another medium in such a way the copy may act as a satisfactory surrogate for the original. In order to conserve space and resources, original records reformatted to required standards may be destroyed before their approved retention period has expired, since from the time the originals are destroyed the reformatted copies are deemed to be original records, and subject to the same requirements and restrictions of the retention schedules applicable to the originals.

Records shall be destroyed in accordance with standards and procedures developed by RMAP. These procedures shall include a form approving the destruction signed by the head of the department, or designee, and the director of RMAP, or designee. All approvals of the destruction of records shall include: (1) a citation to the specific records retention schedule and the specific item on that schedule providing authority for the destruction; or, (2) certification that the records were reformatted to required standards, and the reformatted copies are intended to serve as the copy of record; or (3) an attached copy of the board minute order authorizing destruction.

Records required in relation to active or likely litigation shall be maintained, and may not be destroyed by authority of an approved schedule, until all litigation matters are finally

COUNTY OF RIVERSIDE, CALIFORNIA
BOARD OF SUPERVISORS POLICY

<u>Subject:</u>	<u>Policy Number</u>	<u>Page</u>
COUNTY RECORDS MANAGEMENT AND ARCHIVES POLICY	A-43	12 of 16

resolved and both risk management and County Counsel approve disposition. Records required for audit purposes shall not be destroyed by authority of an approved schedule until all applicable audits are complete and audit exceptions resolved. All approvals of the destruction of records shall include certification by the head of the department, or their designee, that the records are not required in relation to active or likely litigation or for audit purposes.

A representative of RMAP or the department shall supervise the destruction of records, and shall attest in writing that destruction is carried out according to required procedures.

Section D.11. Records retention – non-records destruction

Pursuant to Government Code §34090.7 and other provisions of the state statutes, non-records, as defined in this policy, may be destroyed at any time. Departments may dispose of non-records when they are no longer needed to support business processes.

Glossary

As used in this policy, the following terms shall have the following meanings:

“Accession” means the process whereby the County Archives accepts transfer from a county department of records of permanent value which the department selects for preservation and which are brought within the County Archives’ systems of physical and intellectual control.

“Archival custody” means the state of records once accessioned by the County Archives, and in which the County Archives accepts responsibility for appropriately maintaining those records, which includes planning and budgeting for their preservation, and for providing access in accordance with all applicable statutes, regulations, policies and procedures.

“Copy of record” means the copy of a record designated as the official copy.

“County Archives” means a facility for the collection, preservation, and use of records of permanent value transferred by departments to the County Archives, and which is managed and operated to generally accepted standards of archival practice. Departments transfer legal custody of records that they choose to transfer to the County Archives, although legal, regulatory and procedural restrictions regarding access to those records remain in effect.

“County Records Center” means a facility for the cost-effective storage and disposition of records of temporary value managed and operated to generally accepted records

COUNTY OF RIVERSIDE, CALIFORNIA
BOARD OF SUPERVISORS POLICY

<u>Subject:</u>	<u>Policy Number</u>	<u>Page</u>
COUNTY RECORDS MANAGEMENT AND ARCHIVES POLICY	A-43	13 of 16

management standards. Departments retain legal custody of the records they choose to house in the County Records Center.

“Department” means every county office, department, group of departments, division, bureau, board, and commission that is not a separate public entity of the county.

“Duplicate” means any accurate and unabridged copy of a record or series of records.

“Eye-readable” means that records are in a format that can be directly interpreted by the human eye with or without magnification, and with no need for mediating interpretation such as software applications. Examples of eye-readable formats are paper, microfilm, and microfiche.

“Non-records” means duplicates or other copies of records made solely for convenience or reference; working papers such as rough notes, calculations or drafts assembled or created and used in the preparation or analysis of other documents; appointment logs; stocks of blank forms or publications; or library or museum material intended solely for reference or exhibit.

“Permanent value” as applied to records means there is no termination or end point to the value of maintaining the records, and that they or their appropriate surrogate are intended to be available indefinitely.

“Records” means all papers, maps, plans, photographic films and prints, microfilm or other microformats, electronic data, audio and visual materials, and other documents, regardless of physical form or characteristics, which are produced, received, owned, used, or retained by a department in the regular course of transacting official county business.

“Reformatting” means to copy the content, structure, and context of records to another medium, whether analog or digital, in such a way that the copy may act as a satisfactory surrogate for the original. This requires meeting accepted national standards for particular processes and media.

“Responsible recordkeeping” is a generally accepted term that means creating, receiving, maintaining, and making available records in an efficient and cost-effective manner which conforms to all applicable statutes and regulations, supports business processes, and meets the responsibilities placed on public agencies to safeguard rights and ensure accountability.

COUNTY OF RIVERSIDE, CALIFORNIA
BOARD OF SUPERVISORS POLICY

<u>Subject:</u>	<u>Policy Number</u>	<u>Page</u>
COUNTY RECORDS MANAGEMENT AND ARCHIVES POLICY	A-43	14 of 16

“Retention period” means the length of time a record must be retained to fulfill its administrative, fiscal and/or legal function.

“Retention schedule” means a list of all categories of records produced or maintained by a department or agency, and the required and approved actions to be taken with regard to those records, including establishing their retention period.

“Temporary value” as applied to records means there is a termination or end point to the value of maintaining the records, and that they are intended to be disposed of at that point.

"Trusted system" means a combination of techniques, policies, and procedures within which there is no plausible scenario in which a document retrieved from or reproduced by that system could differ substantially from the document as originally stored.

Reference:

Minute Order 3.12 of 04/16/1991
Minute Order 3.4 of 01/28/2003
Minute Order 3.36 of 01/13/2004
Minute Order 3.8 of 06/8/2004
Minute Order 3.5 of 1/23/2007
Minute Order 3.8 of 2/5/2008
Minute Order 3.12 of 12/16/2008
Minute Order 3.6 of 7/21/2009
Minute Order 3.11 of 12/01/2009
Minute Order 3.19 of 4/20/2010
Minute Order 3.4 of 12/17/2010
Minute Order 3.2 of 11/08/2011
Minute Order 3.10 of 12/12/2011
Minute Order 3.10 of 1/10/2012
Minute Order 3.20 of 08/28/2012
Minute Order 3.2 of 11/27/2012
Minute Order 3-18 of 02/26/2013
Minute Order 3-12 of 07/14/2013
Minute Order 3-18 of 08/20/2013
Minute Order 3-15 of 11/05/2013
Minute Order 3-9 of 12/10/2013
Minute Order 3-19 of 09/09/2014

**COUNTY OF RIVERSIDE, CALIFORNIA
BOARD OF SUPERVISORS POLICY**

Subject: **Policy Number** **Page**
COUNTY RECORDS MANAGEMENT AND ARCHIVES POLICY **A-43** **15 of 16**

Attachment A

Section D.7. Records retention schedules – list of approved schedules

Board approved records retention schedules are listed below as follows:

<i>Schedule Title</i>	<i>Schedule No.</i>	<i>Date</i>	<i>Agenda No.</i>
General Records Retention Schedule	GRRS_2013_Rev08	12/10/2013	3-9
Agricultural Commissioner's Office	DRRS_AGC_2013_Rev01	12/10/2013	3-9
Animal Services	DRRS_CHA-AS_2011_Rev01	7/12/2011	3.10
ACR – Assessor	DRRS_ACR-A_2011_Rev02	7/12/2011	3.10
ACR – County Clerk	DRRS_ACR-C_2011_Rev02	7/12/2011	3.10
ACR – Recorder	DRRS_ACR-R_2013_Rev03	11/05/2013	3-15
ACR – Records Management and Archives Program	DRRS_ACR_RMAP_2013_Rev01	2/26/2013	3-18
Child Support Services	DRRS_CSS_2010_Rev01	12/7/2010	3.4
County Counsel	DRRS_COCO_2008_Rev01	12/16/2008	3.12
County Executive Office	DRRS_CEO_2013_Rev03	7/16/2013	3-12
County Human Resources	DRRS_CHR_2011_Rev02	1/10/2012	3.10
Department of Public Social Services	DRRS_DPSS_2011_Rev01	1/10/2012	3.10
District Attorney's Office	DRRS_DAO_2013_Rev01	12/10/2013	3-9
EDA – Accounting & Finance	DRRS_EDA-ACF_2014_Rev01	9/9/2014	3-19
EDA – Real Estate	DRRS_EDA-RE_2011_Rev01	11/08/2011	3.2
EDA/RDA – Project Management Office (Projects)	DRRS_EDA/RDA-PMO_2011_Rev01	11/08/2011	3.2
EDA – Workforce Development Department	DRRS_WDD_2013_Rev01	12/10/2013	3-9
Environmental Health – District Environmental Services	DRRS_EH-DES_2014_Rev03	9/9/2014	3-19
Environmental Health – Environmental Protection and Oversight Division	DRRS_CHA-EPO_2010_Rev02	12/7/2010	3.4
Flood Control	950-01	12/18/1990	7.7
Mental Health	DRRS_MH_2013_Rev01	8/20/2013	3-18
Office on Aging	DRRS_OoA_2012_Rev01	11/27/2012	3.2
Probation	DRRS_PROB_2013_Rev01	11/05/2013	3-15
Public Defender	DRRS_PD_2013_Rev01	11/05/2013	3-15
Public Health – Children's Medical Services	DRRS_PH-CMS_2011_Rev02	11/08/2011	3.2
Public Health – Clinic Management	DRRS_CHA-CM_2011_Rev02	11/08/2011	3.2
Public Health – Community Outreach	DRRS_PH-CO_2013_Rev03	7/16/2013	3-12

**COUNTY OF RIVERSIDE, CALIFORNIA
BOARD OF SUPERVISORS POLICY**

Subject: **Policy Number** **Page**
COUNTY RECORDS MANAGEMENT AND ARCHIVES POLICY **A-43** **16 of 16**

<i>Schedule Title</i>	<i>Schedule No.</i>	<i>Date</i>	<i>Agenda No.</i>
Public Health – Disease Control / Administration	DRRS_PH-DC-A_2011_Rev02	11/08/2011	3.2
Public Health – Disease Control / Communicable Diseases		1/23/2007	3.5
Public Health – Disease Control / Healthy Children’s Connection		1/23/2007	3.5
Public Health – Disease Control / Sexually Transmitted Diseases	DRRS_PH-STD_2013_Rev02	11/05/2013	3-15
Public Health – Disease Control / Tuberculosis	DRRS_PH-DC-TB_2011_Rev02	11/08/2011	3.2
Public Health –Epidemiology & Program Evaluation		1/23/2007	3.5
Public Health – Fiscal	DRRS_PH-FCL_2013_Rev01	12/10/2013	3-9
Public Health –HIV / AIDS	DRRS_PH-HIV_2013_Rev03	11/05/2013	3-15
Public Health –Immunization	DRRS_PH-IM_2011_Rev02	7/12/2011	3.10
Public Health – Laboratory	DRRS_PH-LAB_2012_Rev01	11/27/2012	3.2
Public Health – Maternal, Child and Adolescent Health (MCAH)	DRRS_PH_MCAH_2012_Rev02	8/28/2012	3.20
Public Health – Nursing	DRRS_CHA_PHN_2010_Rev01	12/7/2010	3.4
Public Health - Nutrition Services / Women, Infants, Children (WIC)	DRRS_PH-NS_2010_Rev02	12/7/2010	3.4
Public Health – Special Services Division / Office of Industrial Hygiene	DRRS_PH-IH_2011_Rev02	1/10/2012	3.10
Riverside County Information Technology (RCIT)	DRRS_RCIT_2011_Rev01	7/12/2011	3.10
Riverside County Regional Medical Center (RCRMC)	DRRS_RCRMC_2014_Rev02	9/9/2014	3-19
Sheriff-Coroner-Public Administrator	DRRS_SHF_2013_Rev01	2/26/2013	3-18
TLMA – Building and Safety	DRRS_BNS_2014_Rev01	9/9/2014	3-19
TLMA – Code Enforcement	DRRS_TLMA_CODE_2012_Rev01	2/26/2013	3-18
TLMA – Planning	DRRS_PLAN_2014_Rev01	9/9/2014	3-19
TLMA – Transportation	DRRS_TRANS_2013_Rev02	7/16/2013	3-12
Treasurer-Tax Collector	DRRS_TTC_2012_Rev01	8/28/2012	3.20
Veterans’ Services	DRRS_VET_2012_Rev02	8/28/2012	3.20

**COUNTY OF RIVERSIDE, CALIFORNIA
BOARD OF SUPERVISORS POLICY**

Subject:	<u>Policy Number</u>	<u>Page</u>
BEST PRACTICES IN CONTRACT MANAGEMENT	A-69	1 of 7

Policy:

Best Practices in Contract Management is a guiding principle for the management of all countywide contracts to achieve five essential goals:

- Achieve the highest quality project
- Deliver the project within budget limitations and schedule
- Control scope changes and accountability
- Maintain communication and concurrence with all stakeholders
- Create a transparent and accountable process for project delivery

This policy applies to all county departments, agencies, and districts herein called “Authorized Entities,” who may construct public works projects and procure professional services contracts pursuant to Board Policy H-7 as it relates to their specialized County mission.

It is the intent for this policy to be complementary to the provisions of Board Policy H-7 “Selection of Architectural, Engineering and Real Estate Related Services,” B-11 “Award of Public Works Contracts Pertaining to County Facilities and Certain Other Improvements,” and Board Policy B-22 “Capital Improvement Program.”

I. Best Practices of Contract Management: Professional Services Contracts for Public Works Projects

The following section of Best Practices of Contract Management is applicable to the professional services contracts (architectural, engineering, construction management, real estate related) for county public works projects managed by the Transportation and Land Management Agency, Regional Parks and Open Space & District, Flood Control and Water Conservation District, Economic Development Agency/Facilities Management, and Waste Management.

The Consultant Selection and Professional Services contracts should comply with United States Code (U.S.C.) Title 40-Chapter 11, Section 1101 -1104: Selection of Architects and Engineers (Brooks Act) or California Government Code Sections 25502.5(a) and 4525-4529.5 (Mini-Brooks Act) depending on the type of funds used in the contract. Both Brooks Act (Federal) and Mini-Brooks Act (State) require that Professional Services are engaged on the basis of demonstrated competence and qualifications for the types of services to be performed and at fair and reasonable fee with the best qualified firm.

COUNTY OF RIVERSIDE, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject: BEST PRACTICES IN CONTRACT MANAGEMENT	<u>Policy</u> <u>Number</u> A-69	<u>Page</u> 2 of 7
---	---	-------------------------------------

- A. Cost. Budget limitations are set and funding is approved early in the planning process, prior to the preliminary scoping process. Developing the scope of work is critical prior to the solicitation of proposals.
 - 1. The project budget and the project scope should be compatible with each other.
 - 2. Budget or scope changes later in the project increases the risk of exceeding available funding. Scope changes should be in writing and accompanied by budget and schedule approvals.

- B. Schedule. Establishment of a project schedule showing project tasks and deliverables aids in making the work tasks visible to the project team. The project schedule should also identify regulatory requirements, Board approval dates, utility coordination, benchmarks for deliverables, and other key project milestones. By making the work tasks visible, the project team can deploy additional staff resources and plan ahead to complete complex tasks.

- C. Quality Assurance. In order to deliver the highest quality project and ensure the project is delivered on time and within budget, the project manager should use as many tools necessary to achieve the highest quality project.
 - 1. Strong project management is critical to the success of efficient project delivery. Project managers will meet or exceed minimum education, training and field experience requirements.
 - 2. An evaluation team should consist of a minimum of three qualified County or other agency employees knowledgeable in the field or work solicited by the Request for Qualifications/Proposals (RFQ/RFP) that will evaluate the firms based on a predetermined set of detailed criteria and pre-defined weighting factors.

At minimum, one department stakeholder functioning as an evaluator in a procurement process should be from the requesting county department that will use the service or project. Evaluation team members should be free from any conflict of interest or appearance of conflict of interest and agree to and sign the “Evaluator’s Code of Conduct and Ethics” statement (Form 116-321) which is found in the Purchasing/Fleet Countywide Procurement Manual.

The Evaluation Team should review the written information submitted to determine if the supplier meets the minimum qualifications to successfully propose on the project and, if awarded, successfully

COUNTY OF RIVERSIDE, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject: BEST PRACTICES IN CONTRACT MANAGEMENT	<u>Policy</u> <u>Number</u> A-69	<u>Page</u> 3 of 7
---	---	-------------------------------------

complete the project within the proposed cost and scope of work. Selection should be qualifications-based pursuant to California Government Code Sections 25502.5(a) and 4525-4529.5 (Mini-Brooks Act) or United States Code (U.S.C.) Title 40-Chapter 11, Section 1101 -1104: Selection of Architects and Engineers (Brooks Act) depending on the type of funds used in the contract. Cost should not be the determining factor in the selection criteria. Once the ranking list has been established, the fee proposal/cost can be negotiated with the most qualified consultant. Should negotiations fail or result in a price the department does not consider to be fair and reasonable, negotiations should be formally terminated and the department should then undertake negotiations with the second most qualified consultant. Due diligence of the Evaluation Team should be documented prior to the Evaluation Team's recommendation to the Board of Supervisors for the award of the professional services contract.

3. Constructability review. An independent, qualified professional outside the project team with technical knowledge and experience with the type of construction, should review the plans, specifications, and estimates for constructability prior to bidding and provide a cost estimate for the construction of the project. This estimate should be reconciled with the County's architect or engineer's estimate, if applicable, so that the county has an expectation of cost prior to receiving bids.

A line item cost for a constructability review of project scope and specifications should be included in the project budget.

4. Involvement and availability of key personnel to resolve issues
5. Each department should develop an internal standard procedures manual or project delivery manual to guide the project delivery as well as develop internal protocols.
6. Deliverable-based payments consistent with the schedule ensure that the budget is not expended before the project scope is completed. Regular reporting of deliverable-based payment and project schedule should be provided to stakeholders, or as required by regulatory agencies.

COUNTY OF RIVERSIDE, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject: BEST PRACTICES IN CONTRACT MANAGEMENT	Policy Number A-69	Page 4 of 7
---	---	------------------------------

7. Regular rotation of consultants on any pre-qualified list of on-call consultants.
- D. Customer Service. Responsiveness to the county department's needs is important to carry out the department's mission while keeping within budget limitations.
1. Obtaining buy-in of stakeholders for any project changes prior to authorizing those project changes.
 2. Regular reporting budget status and project schedule to stakeholders
 3. Involvement and availability of key personnel to resolve issues
- E. Communication. Not all county departments may be familiar with the capital project development process, its tasks, costs, timelines, or regulatory requirements. Therefore, good communication between project management staff, the county department and funding entities is a vital part of customer service.
1. Good communication fosters better customer service
 2. The flow and quality of project information between stakeholders facilitates better and more-timely decision-making for critical changes that may affect project cost or schedule.
 3. A consistent method of documenting correspondence allows for the monitoring of project decisions that may affect the scope, cost, schedule or quality of the project delivery.
- F. Sustainable Building Design. Board Policy H-29 "Sustainable Building Policy" (Item 3.1 February 10, 2009) was adopted to establish the use of sustainable building practices in the design of county projects.

Sustainable building design (sometimes referred to as "green building design") will help to reduce pollution, conserve natural resources, enhance asset value, and optimize building performance. At the same time, sustainable construction reduces operating costs associated with building mechanical systems, municipal water consumption, storm water management, solid waste disposal, and construction materials.

- G. Project Performance. Following the end of the professional services contract term, a post-project review should take place to summarize and document the final contract cost and additional services associated with the contract against the initial approved scope of work.

COUNTY OF RIVERSIDE, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject: BEST PRACTICES IN CONTRACT MANAGEMENT	Policy Number A-69	Page 5 of 7
---	---	------------------------------

1. Lessons learned should be documented in the project delivery manual to improve project controls.

Evaluation of changed conditions, errors and omissions, unforeseen conditions, or owner requests provides knowledge that can improve project delivery in similar, future projects.
2. Evaluation of the project should include the ability to provide deliverables, reaching project benchmarks, and communication with stakeholders.
3. Each department should develop their internal performance review checklist as it pertains to the specific project type or mission of their public works projects.
4. On or before May 1, an annual performance report of public works professional services contracts for which construction was completed in the prior fiscal year compiled by all county departments with a brief overview of the contract performance should be submitted to the Executive Office.

II. Best Practices of Contract Management: Construction Contracts for Public Works Projects

The following section of Best Practices of Contract Management is applicable to the construction contracts for county public works projects constructed by the Transportation and Land Management Agency, Regional Parks and Open Space & District, Flood Control and Water Conservation District, Economic Development Agency/Facilities Management, and Waste Management:

- A. Cost. Budget limitations are set and funding is approved early in the planning process, prior to the construction contract award.
- B. Schedule. The General Contractor should be required to submit a construction schedule for approval prior to issuance of Notice-to-Proceed and should regularly produce an updated schedule showing the order and dates in which the Contractor proposes to carry on the various parts of work; including estimated completion dates.
- C. Quality Assurance. In order to deliver the highest quality project and ensure the project is delivered on time and within budget, the project manager should use as

**COUNTY OF RIVERSIDE, CALIFORNIA
BOARD OF SUPERVISORS POLICY**

Subject: BEST PRACTICES IN CONTRACT MANAGEMENT	<u>Policy</u> <u>Number</u> A-69	<u>Page</u> 6 of 7
---	---	-------------------------------------

many tools necessary to achieve the highest quality project.

1. Strong project management is critical to the success of efficient project delivery. Project managers will meet or exceed minimum education, training and field experience requirements.
 2. Involvement and availability of key personnel to resolve issues
 3. Each department should develop an internal standard procedures manual or project delivery manual to guide the project delivery as well as develop internal protocols.
- D. Customer Service. Responsiveness to the county department's needs is important to carry out the department's mission while keeping within budget limitations.
1. Obtaining buy-in of stakeholders for any project changes prior to authorizing those project changes.
 2. Regular reporting budget status and project schedule to stakeholders
 3. Involvement and availability of key personnel to resolve issues
- E. Communication. Not all county departments may be familiar with the capital project construction process, its tasks, costs, timelines, or regulatory requirements. Therefore, good communication between project management staff, the county department and funding entities is a vital part of customer service.
1. Good communication fosters better customer service.
 2. The flow and quality of project information between stakeholders facilitates better and more-timely decision-making for critical changes that may affect project cost or schedule.
 3. A consistent method of documenting correspondence allows for the monitoring of project decisions that may affect the scope, cost, schedule or quality of the project delivery.
- F. Project Performance. As part of the Notice of Completion, a post-project review should take place to describe the actual cost, final scope, number and type of change orders associated with the contract against the initial approved project components.

**COUNTY OF RIVERSIDE, CALIFORNIA
BOARD OF SUPERVISORS POLICY**

Subject: BEST PRACTICES IN CONTRACT MANAGEMENT	<u>Policy Number</u> A-69	<u>Page</u> 7 of 7
---	--	-------------------------------------

1. Lessons learned should be documented in the project delivery manual to improve project controls.
2. Evaluation of change orders shall be by categories of errors and omissions, unforeseen conditions, or owner requests, and summarized by those that were avoidable, unavoidable and “other” with an explanation. This provides knowledge that can improve project delivery in similar, future projects.

For each construction project that requires Board approval for any Construction Change Order (CCO) and/or Notice of Completion (NOC), the following information should be included with an accompanying comparison table showing:

- Initial construction award amount
 - Number of Construction Change Orders (CCO)
 - Dollar amount of the Construction Change Orders
 - Percentage of CCOs to initial construction award amount
 - Total Construction Payments
3. Evaluation of the project should include the ability to provide deliverables, reaching project benchmarks, and communication with stakeholders.
 4. Each department should develop their internal performance review checklist as it pertains to the specific project type or mission of their public works projects.
 5. On or before May 1, an annual compilation report of public works construction contracts completed in the prior fiscal year compiled by all county departments with a brief summary of the contract performance should be submitted to the Executive Office.

Reference:
Minute Order 3-5 of 07/02/13

COUNTY OF RIVERSIDE, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject:
**DISABLED VETERAN AND LOCAL
BUSINESS ENTERPRISES**

Policy
Number **Page**
B-17 **1 of 4**

Policy:

It is the policy and practice of the County of Riverside to encourage the utilization and participation of Disabled Veterans Business Enterprises (DVBE) in county procurements and to align preference with the state requirements. All county departments include in bid documents a statement that a three percent (3%) price preference for disabled veteran owned businesses will be utilized in bid evaluations. The Board adopted this practice to encourage greater economic opportunity for Disabled Veteran Business Enterprises for funds spent under county and Board-governed Special Districts' contracts and purchase orders.

The county also has a local vendor preference that directs all departments and agencies to include in bid documents a statement that the county may, where applicable, apply local preference in determining the award of a contract or purchase. This policy will provide the lowest local responsive and responsible bidder the opportunity to match the price and terms of the overall lowest responsive and responsible non-local bidder provided the local bidder's bid was within five percent (5%) of the lowest overall bidder. Should the local bidder be willing to match the price of the lowest overall bidder, the award will be made to the local bidder. In the case where the local vendor will not match the price and terms of the lowest overall bidder, and there are other local bidders within 5% of the lowest overall bidder, the same offer to match will be provided to the next lowest local bidder. If no local bidder within 5% of the lowest overall bidder matches the price, the award shall be made to the lowest overall bidder. The definitions and qualifications for a local bidder and detailed procedures are included in the Purchasing and Fleet Services Department Procedure #19. This local preference policy shall not be utilized where restricted by law or funding source requirements.

The Board encourages equal opportunities for Minority Business Enterprises (MBE), Women's Business Enterprises (WBE), and small businesses to compete for contracts of all types entered into by entities governed directly or ex-officio by the Board of Supervisors, and to promote the increased use by same in joint ventures and as sub-contractors.

POLICY AMPLIFICATION

I. SCOPE

This policy shall apply to agreements, contracts, acquisition leases, and purchase orders for materials, services, professional services, professional consultants or trainers from firms or individuals engaged in "for profit" business activities paid for in whole or in part out of county funds or funds administered by the county. To the extent of any conflict between this policy and any requirements imposed by the federal and state government relating to participation in a contract by a DVBE as a

COUNTY OF RIVERSIDE, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject:
DISABLED VETERAN AND LOCAL
BUSINESS ENTERPRISES

Policy
Number **Page**
B-17 **2 of 4**

condition of receipt of federal or state funds, the federal or state requirements shall prevail. Local business preference shall also apply as listed in this policy.

II. DEFINITION

A. Disabled Veteran Business Enterprise (DVBE) as used in this policy means a business concern certified by the state Office of Small and Minority Business (OSMB) as meeting the following legal requirements:

1. It is a sole proprietorship, at least 51 percent owned by one or more disabled veterans or, in the case of a publicly owned business, at least 51 percent of its stock is owned by one or more disabled veterans; a subsidiary which is wholly owned by a parent corporation, but only if at least 51 percent of the voting stock of the parent corporation is owned by one or more disabled veterans; or a joint venture's management, control and earnings are held by one or more disabled veterans.
2. The management and control of the daily business operations is by one or more disabled veterans. The disabled veterans who exercise management and control are not required to be the same disabled veterans as the owners of the business concern.
3. A sole proprietorship, corporation, or partnership, with its home office located in the United States, which is not a branch or subsidiary of a foreign corporation, foreign firm or other foreign-based business.

B. Local Business as used in this policy means business firms meeting the following requirements:

1. Fixed offices located within the geographical boundaries of Riverside County, authorized to perform business within the county, and in doing so, credit all sales tax from sales generated within Riverside County to the county, and provides, produce/s, or performs contracted work using employees, of whom the majority are physically located in said local offices.
2. A Riverside County business street address, shall be open and staffed during normal business hours and,
3. The business must establish proof that it has been located and doing business in Riverside County for at least six (6) months preceding its certification to the county as a local business.

C. Minority Business Enterprise (MBE) as used in this policy means a business concern, consultant, or contractor that meets all of the following criteria:

COUNTY OF RIVERSIDE, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject:
DISABLED VETERAN AND LOCAL
BUSINESS ENTERPRISES

Policy
Number **Page**
B-17 **3 of 4**

1. It is a business enterprise that is at least 51 percent owned by a minority individual or group(s), in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more minority groups;
2. The management and control of daily business operations is by one or more minority individuals. Legal aliens with permanent residence status are included in this definition;
3. A business concern with its home office located in the United States, which is not a branch or subsidiary of a foreign corporation, foreign firm, or other foreign-based business. Black American, Hispanic American, Native American, and Asian Pacific Americans are presumed minorities.

Other groups are considered minorities if found to be disadvantaged by the Small Business Administration, pursuant to Section 8(d) of the Small Business Act as Amended (15 U.S.C 637 (d)), or the Secretary of Commerce pursuant to Section 5 Executive Order 11625.

- D. Women Business Enterprise (WBE) as used in this policy means a business concern, consultant or contractor that meets all of the following criteria:
1. It is a business enterprise that is at least 51 percent owned by a woman or women, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women;
 2. The management and control of daily business operations is by one or more women;
 3. A business concern with its home office located in the United States, which is not a branch or subsidiary of a foreign corp., foreign firm, or other foreign-based business.

III. FUNCTION

- A. The Purchasing Department, through the county Contract Compliance Office, shall develop, manage, and implement the W/M/DVBE program on a day-to-day basis. The Contract Compliance Officer shall be responsible to:
1. Provide assistance and guidance to all departments, offices, agencies, and Board-governed special districts in matters related to the implementation, interpretation, and enforcement of this policy.

COUNTY OF RIVERSIDE, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject:
**DISABLED VETERAN AND LOCAL
BUSINESS ENTERPRISES**

**Policy
Number** **Page**
B-17 **4 of 4**

2. Develop a systematic method for identifying and maintaining an inventory of certified minority and women and disabled veterans business enterprises (MBE, WEB, and DVBE), their capabilities, services, supplies, and/or products.
 3. Participate in business opportunity-related meetings, conferences, seminars, etc., with minority, women, disabled veteran, owned and small business organizations.
- B. Board Governed Special Districts with delegated contracting authority shall provide the County Contract Compliance Office with contracting information, as requested, to insure compliance with this policy.

IV. PROCEDURES MANUAL

An operating procedures manual was developed for implementation of the County Purchasing Ordinance.

V. RACE AND GENDER NEUTRALITY

Under no circumstances shall this policy be construed as requiring or permitting the county, or any office or agency to which this policy may apply, to award any agreement, contract, acquisition lease, lease, or purchase for supplies, equipment, materials, services, professional services, public works, professional consultants, or trainers to any person, company, firm, or other business organization or entity whatsoever on any basis other than the best and most responsive bidder, or the best qualified bidder, as set forth in the pertinent bid or proposal documents, without regard to race, religious creed, color, national origin, ancestry, physical disabilities, medical condition, marital status, veteran status, pregnancy, age, or sex.

Reference:

Minute Order 3.16 of 03/08/94
Minute Order 3.32 of 06/01/99
Minute Order 3.3 of 04/10/07
Minute Order 3-24 of 04/09/13

COUNTY OF RIVERSIDE, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject:	<u>Policy</u>	<u>Page</u>
CAPITAL IMPROVEMENT PROGRAM	<u>Number</u>	1 of 11
	B-22	

Policy:

The Capital Improvement Program (CIP) is a method for providing the Board of Supervisors with a comprehensive document containing immediate and long term capital needs with their financing and budget requirements. The CIP will be used for planning of new public works projects pertaining to county facilities, major facility expansions and purchases of large capital assets. The CIP will be the central vehicle for all major capital projects within the county. This policy applies to departments, agencies, districts and authorities governed by the Board of Supervisors unless specifically exempted by the Board. Except for office construction, expansion, or real property acquisition, this policy is not intended for capital projects carried out in the normal course of business by the Riverside County Flood and Water Conservation District, Regional Parks and Open Space District, Transportation and Land Management Agency (TLMA), Housing Authority, and the Waste Management Department. These agencies and districts must adhere to specific state and federal statutes for their public works projects.

It is the intent of this policy to be consistent with the provisions of Board Policy A-69 “Best Practices in Contract Management”, Board Policy H-7 “Selection of Architectural, Engineering and Real Estate Related Services,” B-11 “Award of Public Works Contracts Pertaining to County Facilities and Certain Other Improvements,” California Government Code Sections 25502.5(a) 4526, Uniform Public Construction Cost Accounting Act (UPCCA) procedures, Federal Clean Water Act, State of California Porter-Cologne Water Quality Control Act, other applicable state codes, and ordinances, resolutions or policies of the county which may govern the approval of projects and contracts for acquisition of land or structures, construction, alteration, repair or improvement of county facilities.

I. Definitions

- A. A “Capital Improvement Project” shall mean a tangible fixed asset or public works project pertaining to a county facility project of significant value that extends beyond the current year. With respect to policy B-22, “Significant Value”, as herein described, shall include the professional facilities services and its associated capital improvements, including but not limited to: master planning for county facilities, acquisition of land for a county facility, acquisition of buildings, construction or expansion of county facilities, fixed assets, or enhancements to county facilities -- that will be used, occupied or owned by a county entity, with a combined project value over \$100,000; major leases OR any county facilities project requiring new net county cost.

- B. “Major Lease” shall mean any lease where the value of the asset to be leased is at least \$1,000,000 or the term of the lease is greater than five (5) years.

COUNTY OF RIVERSIDE, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject:	<u>Policy</u>	<u>Page</u>
CAPITAL IMPROVEMENT PROGRAM	<u>Number</u>	<u>2 of 11</u>
	B-22	

- C. "Capital Improvement Budget" (CIB) shall mean a listing of capital projects, their funding sources and construction schedules, being recommended for approval by the Board of Supervisors during annual budget deliberations.
- D. "County Department(s)" shall mean all departments, agencies, districts and authorities that are governed by the Riverside County Board of Supervisors, except those departments exempted above, or other appropriate approving board.
- E. "Managing Department" shall mean the designated department managing the project and having authorization to procure professional facilities services pursuant to Board Policy H-7.
- F. Project value shall mean the sum of public works contract(s) which prescribe the work or services pertaining to a county facility. Contracts may not be split or separated into smaller work orders or projects for the purpose of diminishing the project value.
- G. "Program Document" shall mean a written assessment and description of core space requirements that make up the capital improvement project. The Program Document establishes the project scope, size, and funding need.
- H. The Capital Project Review Committee shall mean the committee formed by approval of the Board of Supervisors in November 2006 to provide cost oversight and review of any change order or need which results in a particular project exceeding the 10% contingency established in the project budget.

II. Capital Improvement Plan Policy

- A. The guiding strategy of the CIP will be to allow the County of Riverside to fully account and plan for such capital projects that will have a major impact to the county's annual budget, future staffing levels and service to the public. The CIP will allow the county to anticipate and plan for its future capital needs, as well as prioritize multiple projects to maximize the use of the county's limited capital funds.
- B. Capital improvement projects shall not be separated from the costs of their associated professional facilities services, including but not limited to architectural, engineering, geotechnical services, water quality management, construction project management, real estate, environmental assessment and regulatory compliance services. Instead, the costs of the capital improvement as well as the cost for professional facilities services shall be combined and submitted together to determine total project value.

COUNTY OF RIVERSIDE, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject: CAPITAL IMPROVEMENT PROGRAM	<u>Policy</u> <u>Number</u> B-22	<u>Page</u> 3 of 11
---	---	--------------------------------------

- C. The CIP team, chaired by the Executive Office and consisting of Facilities Management/Economic Development Agency, and Information Technology staff, is designated to oversee the stewardship of the CIP.
- D. The CIP team will develop a multi-year Capital Improvement Program (CIP) with a time horizon of five to ten years listed annually.
- E. The CIP team will develop a capital improvement budget annually.
- F. The CIP team will coordinate the development of the capital improvement program with the annual update of the public facilities needs list. The needs list will include those projects that may be partially or fully funded through the collection of development impact fees.
- G. The CIP team will coordinate the development of the capital improvement program and the capital improvement budget with the development of the county annual operating budget.
- H. The CIP team will coordinate the development of the quarterly CIP report with the development of the county quarterly budget report.
- I. The CIP team shall work with county departments to identify and use the least costly method of financing for all capital improvements.
- J. All capital improvements must be a component of the CIP before any county department can submit a grant or issue an RFP related to the capital improvement.
- K. All capital improvement projects underway must be reviewed at various stages and approved by the CIP team before submittal to the Board of Supervisors or appropriate authorizing board for approval.
- L. Unfunded or partially funded capital improvement projects may not incur costs beyond the funding amounts committed by Board action. These projects may not proceed until further funding is identified by the Executive Office.

COUNTY OF RIVERSIDE, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject: CAPITAL IMPROVEMENT PROGRAM	<u>Policy</u> <u>Number</u> B-22	<u>Page</u> 4 of 11
---	---	--------------------------------------

III. Capital Improvement Plan Process

- A. The CIP team will issue an annual call for projects to all county departments. The annual call will include requests for county facility projects including but not limited to: master planning for county facilities, acquisition of land for a county facility, acquisition of buildings, construction or expansion of county facilities, fixed assets requiring general funds or enhancements to county facilities, and their associated professional facilities services -- that will be used, occupied or owned by a county entity, with a combined total value over \$100,000; major leases and changes/revisions to current projects on the CIP list; OR any county facilities project requiring new net county cost.
- B. County departments will revise/add to their CIP list covering the next five fiscal years and provide an initial justification for new projects, which will include preliminary and/or future staff needs, anticipated space needs and funding sources.
- C. The CIP team will review all submittals by departments, which will include prioritizing and compiling the projects into a multi-year CIP. During the review, the CIP team may consult with the county departments, and Executive Office analysts, to review costs, identify funding sources, analyze space needs and determine applicability to the CIP plan.
- D. The CIP team will prepare a proposed multi-year CIP for the Board of Supervisors. After review by the Board of Supervisors, any changes requested will be incorporated into the proposed multi-year CIP.
- E. The CIP team will update and present the multi-year CIP annually to the Board of Supervisors as a companion document to the county annual operating budget. The multi-year CIP document will make recommendations for department priority projects to the Board based upon available funding.

IV. Project Priority

A. Evaluation:

The following are some of the considerations that will be used by the CIP team for evaluation of projects to be included in the multi-year CIP:

- Health and safety considerations regarding the project;
- Agency/department's input regarding phasing and sequencing resulting from contingent events;

COUNTY OF RIVERSIDE, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject: CAPITAL IMPROVEMENT PROGRAM	<u>Policy</u> <u>Number</u> B-22	<u>Page</u> 5 of 11
---	---	--------------------------------------

- Type and level of mandate regarding service provision;
- Impact and overall level of benefit to the county CIP and the county's citizens;
- Outside (state, federal or other) funding for projects;
- Program alternatives, if any;
- Cost effectiveness of program alternatives, where applicable;
- Estimated costs of project;
- If appropriate, information on service demands (e.g. caseloads) may be considered for particular projects;
- Other considerations not identified and which may be applicable to a specific project.

B. Prioritization:

The CIP team will evaluate county department project priorities and make recommendations to the Board based on a priority ranking as follows:

Priority I – Imperative: Projects that cannot reasonably be postponed without harmful or otherwise unacceptable consequences.

Priority II – Essential: Projects meeting clearly demonstrated needs or objectives.

Priority III – Important: Projects benefiting the community that could be delayed without impairing basic services.

Priority IV – Desirable: Projects that would benefit the community but are not included in the plan because of funding limitations.

V. Roles and Responsibilities

A. Capital Improvement Program Team

1. The CIP team will have the lead responsibility for coordinating the capital needs requests for all county departments, for preparing a multi-year CIP, a capital improvement budget (CIB), and a quarterly CIP report.
2. The CIP team will assist county departments in identifying appropriate funding sources for the projects.
3. The CIP team shall be responsible for prioritizing each project listed in the CIP based on the project priority ranking outlined in IV. B. above.

COUNTY OF RIVERSIDE, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject: CAPITAL IMPROVEMENT PROGRAM	<u>Policy</u> <u>Number</u> B-22	<u>Page</u> 6 of 11
---	---	--------------------------------------

4. The CIP team will be responsible for developing an order of magnitude cost range for those projects included in the CIP that have been assigned a CIP Priority I (one) ranking.
5. The CIP team will verify estimates of project construction costs, operating and maintenance costs, and departmental staffing costs submitted by county departments.

B. County Departments

1. In consultation with the CIP Team, county departments will be responsible for the development of a long-range capital improvement plan for their department.
2. County departments will be responsible for submitting a prioritized list of current capital needs as well as future needs during the annual call for projects.
3. County departments will be responsible for writing the justification for their projects and including sufficient detail to assist the CIP team in recommending projects to the Board.
4. County departments will be responsible for identifying appropriate funding sources for the project prior to initiating the capital improvement project. (The CIP team will assist as needed).
5. County departments will be responsible for identifying staffing, operating and maintenance costs for each of the projects requested with the assistance of their Executive Office budget analyst prior to initiating the capital improvement project. (Facilities Management/Economic Development Agency will assist with maintenance and utility cost projections).

C. Managing Department

1. The designated managing department is responsible for the management and oversight of its assigned capital facilities projects. The managing department will continuously maintain and make available for reporting and administrative review, a checklist to ensure that all critical tasks are accomplished during the life of a project. Among other things, this list will include the program document, environmental impact report (EIR), life safety approvals, geological testing, special site requirements, various inspections, Water Quality Management Plan (WQMP), program verification, architect selection, Americans with Disabilities Act (ADA) review, budget tracking, schedule verification, CIP reviews and

COUNTY OF RIVERSIDE, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject:	<u>Policy</u>	<u>Page</u>
CAPITAL IMPROVEMENT PROGRAM	<u>Number</u>	<u>7 of 11</u>
	B-22	

approvals, and all construction related tasks.

2. The managing department is responsible for all CIP team reviews and Board approval requirements related to the specific project.
3. The managing department is responsible for referring the project to the CIP team in the event of major changes to the project scope, size, or funding expectations in the approved “In-Principle” Form-11.
4. The managing department is responsible for obtaining county department concurrence on all CIP Board approvals required in Section VIII or when the project financially impacts their department.

VI. Capital Projects Identified Outside the CIP Process

All capital improvements shall go through the capital planning process. When a capital improvement is identified outside the annual CIP process, the requesting county department will submit a request to add the project to the CIP. The request shall be submitted to the CIP team in the same format, with the same information required in the annual call process. The request will be reviewed by the CIP team for consideration of inclusion into the current CIP.

VII. Capital Improvement Budget

- A. The capital improvement budget (CIB) will be prepared by the CIP team for inclusion with adoption of the proposed county operating budget.
- B. The CIB will include identification of the project, order of magnitude cost range, priority, desired occupancy date, funding sources, departmental operating budgets affected and the current fiscal year’s estimated costs. The CIB will also include summarized information for future fiscal year’s costs and funding sources.

VIII. CIP Approvals

A county department may initiate a CIP project in coordination with a managing department. CIP team review and Board approval is required at the following stages of the project. The managing department shall obtain concurrence from the county department head or its designee on all CIP Board approvals when the project financially impacts their department as detailed below:

- “In-Principle Approval”

COUNTY OF RIVERSIDE, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject: CAPITAL IMPROVEMENT PROGRAM	Policy Number B-22	Page 8 of 11
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- “Notice of Intent to Purchase / Authorization to Purchase Real Property”
- Approval of professional facilities services contracts
- Program and schematic design approval
- “Approval of Construction Documents and Authorization for the Clerk of the Board to Advertise for Bids”
- Approval of contract award
- Change orders / contract amendments (if necessary)

A. In-Principle Approval

Before award of professional facilities services for the construction, expansion, improvement, and/or master planning of a facility; or the purchase, sale or leasing of real property that will be used, occupied or owned by a county entity -- where the combined costs of capital improvements and associated professional facilities service is over \$100,000; major leases and changes/revisions to current projects on the CIP list; OR any county facilities project requiring new net county cost:

The managing department shall submit the scope and funding plan for the public facilities project for review and approval by the county’s capital improvement program (CIP) team prior to or concurrent with “In-Principle” Form 11 approval by the Board of Supervisors.

B. Notice of Intent to Purchase Real Property and Authorization to Purchase Real Property

1. The managing department shall submit the “Notice of Intent or Authorization to Purchase Real Property” for review and approval by the county’s capital improvement (CIP) team prior to or concurrent with the approval by the Board of Supervisors.
2. The “Authorization to Purchase Real Property” Form-11 shall include the estimated purchase price, including an estimate of escrow, closing costs, and transaction fees in the total cost.

C. Approval of Professional Facilities Services Contracts

1. Professional services contracts for architectural, engineering, geotechnical services, water quality management, construction project management, real estate, environmental assessment and regulatory compliance services shall be approved by the Board of Supervisors or other appropriate authorizing Board.

COUNTY OF RIVERSIDE, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject:	<u>Policy</u>	<u>Page</u>
CAPITAL IMPROVEMENT PROGRAM	<u>Number</u>	9 of 11
	B-22	

2. Where new net county cost is identified as the proposed source of funds for any portion of the professional services contracts and/or associated capital improvements, the selection procedures and negotiations listed above in Section A will be adhered to prior to award of contract.
3. All proposed contracts must be reviewed and approved as to form by the County Counsel in compliance with Board Policy A-5.

D. Program & Schematic Design Approval

1. The architect or the managing department will prepare a Program Document for the project. This activity will include an assessment of core requirements of the project to keep the project within reasonable scope, size, and funding expectations in the approved "In-Principle" Form-11.
2. The architect, under the direction of the managing department, will develop the schematic drawings for the project. This activity will include a review of the program requirements and a verification of project order of magnitude cost range from the architect. In addition, the anticipated construction schedule will be reviewed.
3. The managing department will submit the completed program document and schematic drawings to the CIP team for review to ensure they are consistent with the approved scope and funding plan in the "In-Principle" Form-11 in VIII.A. The CIP team will review the architect's estimated cost and schedule for the project, and verify funding assumptions and financing strategies.
4. The managing department will prepare a Form 11 to the Board of Supervisors for approval of the program document and completed schematic design drawings and authorization to proceed with the Design Development phase (DD's) and develop Construction Drawings (CD's) and specifications. The refined "order of magnitude cost range" for the project will be included in the background information on the Form 11.
5. The managing department will work with the architect during the design development phase of the project. This will include program verification and value engineering to keep the design of the project within the "order of magnitude" cost range. The Executive Office will review and approve (or deny) any significant program or scope changes.
6. Environmental findings are not required to be reviewed by the CIP team but are subject to Board approval if required by the Federal Clean Water Act, State of

COUNTY OF RIVERSIDE, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject:	<u>Policy</u>	<u>Page</u>
CAPITAL IMPROVEMENT PROGRAM	<u>Number</u>	<u>10 of 11</u>
	B-22	

California Porter-Cologne Water Quality Control Act, or other applicable state and federal laws.

7. The managing department will obtain a cost estimate from the design architect based upon the Construction Drawings (CD's) and specifications. For projects over \$3 million in cost the managing department will obtain a cost estimate from an independent construction cost estimator and if necessary, will reconcile the estimates.

E. Approval of Construction Documents and Authorization for the Clerk of the Board to Advertise for Bids

1. The managing department will submit completed construction drawings, specifications, and cost estimates will be submitted to the CIP team for review to ensure they are consistent with the program document and schematic design approval Form-11 in VIII.C. The CIP review will include verification of funding sources and cost estimates.
2. The managing department will submit the project to the Board of Supervisors via a Form 11 for approval of construction drawings, specifications, and authorization for the Clerk of the Board to advertise for bids. An estimated project budget will be included in the background information on the Form-11.
3. All formal process bids shall comply with Policy H-7.

F. Approval of Contract Award

A construction company will be chosen from those responding to the RFP per county Board Policy H-7 and B-11. The managing department will submit the selected company and bid amount to the Board of Supervisors or other appropriate authorizing board via a Form 11 for approval. The Form 11 will include a complete project budget among the board motions.

G. Change Orders / Contract Amendments

Change orders are generally costly and require an inordinate amount of management effort. Therefore, it is the intent of this policy that change orders be held to a minimum and normally used to deal with unforeseen circumstances and constructability problems. Change orders are not normally to be used for elective changes that are not critical to function or costs.

COUNTY OF RIVERSIDE, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject:	<u>Policy</u>	<u>Page</u>
CAPITAL IMPROVEMENT PROGRAM	<u>Number</u>	11 of 11
	B-22	

1. Change orders above the delegated authority of the managing department shall be submitted via a Form-11 for approval by the Board of Supervisors. The CIP team will review and sign off on the Form-11.
2. Change orders exceeding the 10% contingency established in the project budget are subject to review by the Capital Project Review Committee by the referral of the Executive Office. The committee, consisting of two board members, may convene to review such change orders and render final recommendations to the Board of Supervisors to approve or deny the change order request.
3. Amendments to contracts shall comply with Policy H-7.

IX. Construction Administration

- A. For all CIP projects approved and in process, the managing department, will prepare and submit quarterly status reports to the CIP team. It will be the managing department's responsibility to ensure that the quarterly status reports are provided to the CIP team for their respective projects.
- B. The CIP team will prepare and submit a CIP quarterly report as a companion to the county's quarterly budget report.
- C. The CIP team may determine additional reporting requirements depending upon the scope of the project.
- D. The "Notice of Completion" is a document filed with the Clerk of the Board and approved by the Board of Supervisors when the capital improvement project is substantially complete. The managing department shall submit a courtesy copy to the CIP team for tracking purposes only.

Reference:

Minute Order 3.7 of 08/27/02
Minute Order 3.40 of 11/7/06
Minute Order 3.3 of 04/10/07
Minute Order 3.5 of 06/30/09
Minute Order 3-5 of 07/02/13

COUNTY OF RIVERSIDE, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject:	Policy	Page
Selection of Architectural, Engineering and Appraisal Services	<u>Number</u> H-7	<u>1 of 2</u>

POLICY:

1. The County shall strive for optimal results in capital outlay projects through careful selection of architectural/engineering/appraisal firms. Objectives shall be to establish excellence in design/appraisal within constraints of time and costs, to foster innovations in construction, to provide opportunity for all Riverside County firms, to solicit expertise outside the County where it appears advantageous to the County's interests, and to award contracts at fair and reasonable prices.
 - a. A/E Services for Design of new Buildings or Additions/Alterations to Existing Buildings. Before negotiations can be initiated for design services for proposed new buildings or additions/alterations to existing buildings, the scope and financial feasibility of the project must be reviewed and approved by the Administrative Office and conceptual approval of the project obtained from the Board of Supervisors.
2. Criteria for selection shall include the following:
 - b. indication of general and specific interest,
 - c. relative project experience,
 - d. demonstrated design excellence,
 - e. capability and involvement of key architectural and consulting personnel,
 - f. excellence in cost control and scheduling,
 - g. relative location of firm to project site,
 - h. volume of recent and current design work for the County, and
 - i. any other criteria appropriate to specific project conditions.
3. The following selection procedures shall apply to all County departments with capital construction responsibility, and the Riverside County Flood Control and Water Conservation District:
 - j. Architectural-Engineering Services- Qualified firms shall be interviewed by the department head or designee who shall evaluate comparative qualifications of the possible renderer of the service, and recommend the selection of a firm based upon professional experience and qualifications in the work to be performed and ability to perform the work within the time frames established. The fee for such services shall be negotiated in accordance with procedures set forth in the American Society of Civil Engineers (ASCE) Manual on Engineering Practice No. 45 or the American Institute of Architects (AIA) Manual on Practice.
 - k. Geotechnical- Engineering and Environmental Assessment Services- Proposals shall be obtained from firms qualified in the type of service being performed. If the estimated cost of the service to be performed exceeds \$10,000, at least three firms will be requested to submit proposals based upon professional experience, qualifications, and ability to perform. Fees for this service shall be established by

COUNTY OF RIVERSIDE, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject:	Policy	
Selection of Architectural, Engineering and Appraisal Services	<u>Number</u>	<u>Page</u>
	H-7	2 of 2

negotiation. (The County Planning Department will be notified of pending environmental assessments before the consultant selection is initiated.)

- I. Real Estate Appraiser Services- Proposals shall be obtained from qualified appraisers for the work to be performed based on professional experience and qualifications for the nature of the appraisal and ability to perform. Fees shall be established by negotiation by Building Services. (Note: Real property appraisal is the responsibility of the Department of Building Services. Acquisition of real property appraiser services will be initiated solely by that department.) For the Flood Control District and the Road Department, at their respective request, Building Services will make the selection and negotiate the terms of the Appraisal Services Agreement, subject to the approval of the District/Road Department.
 - m. Documentation- Documentation related to the selection process, fee negotiations and management of the consultant contract will be maintained by the initiating department. Documentation should be sufficient to provide clear indication of why a firm was selected and on what basis the fee was established.
4. Following consultant selection and fee negotiations as prescribed above, the department will proceed as follows:
- n. Submit a Form 11 with contract, approved as to form by County Counsel, to the Board for approval.
 - o. For professional services contracts of \$25,000 or less, the County department head may choose to request award through the County Purchasing Department in lieu of Board approval. If that option is chosen, a Purchase Request with contract, approved as to form by County Counsel, will be submitted to the Purchasing Department. The Purchase Request should specifically indicate that the selection and negotiation procedures of this Board Policy have been followed.
5. This policy shall not apply to contracts covered under other county, state or federal policies, regulations, or Board Orders.

Reference:

Minute Order 6.7 dated 3-21-1978
Minute Order 6.5 dated 11-3-1981
Minute Order 3.20 dated 7-11-1989



COUNTY OF RIVERSIDE

TRANSPORTATION AND LAND MANAGEMENT AGENCY

POLICIES AND PROCEDURES

POLICY: Procurement and Payment Authorization for Goods and Services

POLICY NUMBER: PUR 001

DATE: September 11, 1995

EFFECTIVE: IMMEDIATELY

SUPERSEDES: Not Applicable

Page 1 of 4

- I. **PURPOSE:** Defines authorities and responsibilities for procurement and authorization of payment for goods and services, other than road construction contracts and contracts covered by the Contracts Manual.
- II. **AUTHORITY:** County Ordinance 459 through Amendment 459.3 dated September 25, 1990, Public Contracts Code.
- III. **APPLICABILITY:** All staff

BACKGROUND: Under the provisions of County Ordinance 459, the County Purchasing Agent is granted the powers and duties prescribed by law for County Purchasing Agents. The Board of Supervisors and Purchasing Agent have, with few exceptions, the exclusive authority to commit and/or obligate the County to pay for the purchase or lease of supplies, equipment, personal/professional services; engage contractors to perform services or furnish materials; sell or exchange any materials, supplies, and equipment. Any officer or employee who usurps the authority of the County Purchasing Agent, with the exception of those exemptions listed in Section IV, can be held financially liable for the expenditure incurred.

- IV. **POLICY:** No purchases shall be made by a Transportation and Land Management Agency (TLMA) officer or employee without a purchase order and the authority first obtained from TLMA Buyer. For written contracts, approval must be first obtained from the TLMA Contract Manager (see Contracts Manual). Requests for public works contracts (other than Road Construction) on County land, buildings, or attachments (facilities) are submitted to TLMA Buyer. Exceptions to this policy are limited to the following:
 - A. Advertising for vacant positions (Agency Personnel Officer only).
 - B. Common carrier transportation for employee travel (approved by Division Managers and higher).
 - C. Ordinary employee travel expense items (approved by Division Managers and higher).
 - D. Items exempt by law or specific order of the Board of Supervisors.

- E. Emergency purchases, which shall be limited to those IMMEDIATELY NECESSARY FOR PROTECTION FROM SUBSTANTIAL HAZARD TO LIFE OR PROPERTY, when contact cannot first be made with TLMA Buyer for approval. Appropriate Division Manager shall report promptly to TLMA Buyer along with the facts constituting the emergency, in order to confirm and/or complete the purchase action and arrange for payment to the vendor.

PRIORITY OF PROCUREMENT SOURCE BY TLMA BUYER

1. County Service Departments. TLMA Buyer will contact appropriate County Departments to obtain specific products or services that must be obtained from that specific department by Board Order or statute.
2. County Purchasing Supply Services. All goods and services available shall be ordered on the Supply Services Requisition.
3. Outside Vendors. Goods and services sought from outside vendors are those which are not stocked by Supply Services, or cannot be obtained in a timely manner through County Supply Services, or where it is more economical for the Agency to obtain the goods or services from outside vendors. Any request to procure goods or services from outside vendors must be accompanied with a written justification, and ordered on The Purchasing Order Request Form, TLMA 304-004.

V. PROCEDURE:

A. GOODS AND SERVICES FROM SUPPLY SERVICES

ORDERING THROUGH THE SUPPLY SERVICES CATALOG

1. Each division or office designates a supplies ordering clerk. Designate your office address as the "ship to" point.
2. The supply requisitions should be typed using the supply services catalog stock numbers, descriptions, units of issue, etc.
3. Completed supply requisitions must have an authorized approval signature to order (i.e. Division Managers, Department Head).
4. The supplies ordering clerk should keep the yellow copy and forward the top (white) part of the completed requisition to the Agency Supply Clerk at Mail Stop 1083.
5. After review and approval by TLMA Buyer, the supply requisitions will be sent to Supply Services.
6. Supply services requisitions should be prepared only once a month.
7. Quantities ordered should be enough to last one month. This not only saves storage space but reduces spoilage, obsolete, and unneeded supplies.

RECEIVING SUPPLY SERVICES ITEMS

1. When supplies received, inventory and immediately sign, date the packing slip to verify supplies received.
2. Immediately forward the packing slip to the Agency Supply Clerk at TLMA Administration at Mail Stop 1083.
3. If there are errors or discrepancies, immediately prepare a memo describing in detail the problem and send it with the packing slip to Agency Supply Clerk at Mail Stop 1083. Items for return or for credit exchange must be returned within thirty (30) days from date item was received.
4. If supplies are received damaged, keep all the original packing material and call the Agency Supply Clerk at 275-6839 to arrange an exchange.
5. Supplies received should be immediately secured in a locked room or storage cabinet.
6. As soon as practical, supplies should be stocked in their designated locations in a secure area for later issuance.

B. GOODS AND SERVICES FROM OUTSIDE VENDORS

1. **PREPARING THE REQUEST:**

Staff should complete Purchasing Order Request Form (TLMA 304-004), obtain an authorized signature, and forward form to TLMA Buyer at Mail Stop 1083. For computer hardware, software, and services, the request must first be routed to the TLMA Information Resources Division for approval before reaching TLMA Buyer. Requests must be legible, have specifications if applicable, and include justification if required. Program personnel may talk to vendors to develop specifications, but are not authorized to place an order or otherwise commit County funds for any goods or services prior to approval and issuance of a purchase order by TLMA Buyer.

2. **RECEIVING THE GOODS & SERVICES:**

1. Verify packing slip matches the merchandise delivered.
2. Sign, print name, date, and forward the original packing slip to TLMA Accounts Payable, Mail Stop 1083.
3. Invoices received are to be sent to Accounts Payable Section, Mail Stop 1083 along with any other relevant paperwork.
4. Packing slip not received with delivery of the goods or services, return the copy of Requisition Form (TLMA 304-004) with receiving person's signature, printed name, and date goods or services were received.

5. If a problem with a receipt of shipment or wrong merchandise, **DO NOT ACCEPT DELIVERY and DO NOT SIGN FOR IT.** Contact TLMA Buyer at 275-1850 for assistance.
6. Packing slips and invoices require signature for verification of goods and services on Blanket Purchase Orders and forwarded to Accounts Payable.

C. PERSONAL OR PROFESSIONAL SERVICES

1. TLMA Buyer has authority to issue a purchase order up to \$25,000. Purchases over \$25,000 are coordinated by the TLMA Buyer with purchasing. Under \$25,000 requires competitive quotes. Over \$25,000 must go to bid. Any sole source must go to the Board of Supervisors for approval. It is recommended that the requesting office consult with TLMA Buyer at the earliest time to determine the best approach to obtain the needed services. This consultation will eliminate unnecessary work.

D. ROAD PROJECTS

1. Under \$10,000 only requires a purchase order, if price is reasonable. Between \$10,000 - \$25,000 must be formally bid and requires a purchase order. Over \$25,000 must be approved by County Counsel and the Board of Supervisors (does not require purchase order). Highway projects are exempt from Building Services review.

E. PUBLIC WORKS TO COUNTY PROPERTY

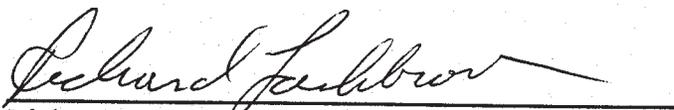
1. \$4,000 and under requires competitive pricing (no advertising necessary, contractor must be licensed and insured). \$4,000 - \$10,000 must be advertised for a minimum of two weeks and requirements for license and insurance apply. \$10,000 and over goes to Building Services who will review and go to County Counsel and Board of Supervisors. All Public Works must have approval from Building Services with the exception of the Aviation Department.

DISCIPLINARY ACTION

In accordance with the provisions of Section 3K(4) of the County of Riverside Ordinance No. 440, disciplinary action may be initiated against any TLMA employee who is found in violation of the above policy as set forth herein.

VI. APPROVAL:

Approved:


Richard K. Lashbrook, Director
Transportation and Land Management Agency



COUNTY OF RIVERSIDE

TRANSPORTATION AND LAND MANAGEMENT AGENCY

POLICIES AND PROCEDURES

POLICY:

SIGNATURES ON CONTRACT DOCUMENTS

POLICY NUMBER:

AGY 009

DATE: April 13, 1995

EFFECTIVE:

Immediately

SUPERSEDES:

Not Applicable

Page 1 of 3

- I. **PURPOSE:** To establish written guidelines for the signing of contracts and/or agreements
- II. **AUTHORITY:** Transportation and Land Management Agency Director
- III. **APPLICABILITY:** TLM Agency
- IV. **POLICY:** The TLM Agency requires contract documents to be signed by all parties to the contract before submittal to the Board of Supervisors. The purpose of this policy is to ensure that a contract, which is signed by *both parties*, is in place before any work specified in the contract is performed or any funds are exchanged. In addition, this policy assigns the responsibility for securing the necessary signatures on contracts to the designated Project Manager/Responsible Party.

The Transportation and Land Management Agency establishes this contract signature procedure in an effort to minimize Riverside County's exposure to liability issues and to promote contract standardization. Therefore, each Project Manager has a responsibility to conduct business within these guidelines to the greatest extent possible.

- V. **PROCEDURE:** At the time a contract or agreement is submitted to the Board for approval and execution, the Project Manager and/or his designee will prepare the following:

Contract documents
Board Order - Form 11
Routing and Approval Form (Form 304-007)
All other applicable paperwork

TLMA Administration-Contracts will track and monitor all agreements/contracts in the *Contract Tracking Database (CTD)*.

Exceptions: If all necessary signatures cannot be obtained prior to submittal to the Board of Supervisors, the following information must be provided with the contract documents:

- (1) A brief explanation of why the contract is not signed.
- (2) An approximate date when the outside party will return the signed agreement.
- (3) The name and phone number of the person to notify when the Clerk of the Board returns the contract for outside approval.

When the outside party returns the signed contract, forward the *original* document to the designated section listed below:

Contracts for - Aviation, Survey, and Transportation:

- forward to Transportation Project Dev-Contracts/Utility Unit

Contracts for - Planning and Building & Safety:

- forward to TLMA Administration, Contracts

Once the contract is returned to the above-referenced sections, the Office Assistant in the Contracts/Utility Unit or the TLMA-Contracts Section will log information into the *CTD* recording the date the contract is received and the date the contract is distributed to the sections listed below:

- (1) Clerk of the Board - original
- (2) TLMA Administration, Contracts - xerox.
- (3) Department, applicable division - xerox.

Exemption: Transportation - Public Work Contracts

Competitively bid public work contracts may be forwarded to the Board of Supervisors *without* the contractor's signature. After the Chairperson of the Board of Supervisors signs the contract, the personnel authorized to pick-up contracts from the Clerk of the Board forwards the contract to Transportation Project Dev.-Contracts/Utility Unit for contractor's signature. *See below for list of personnel authorized to pick-up contracts from the Clerk of the Board.

Contracts/Utility Office Assistant (OA) enters the date received in the *CTD* (see instructions in the *Transportation Contract Processing Manual*). OA prepares all applicable paperwork and records the date the contract is mailed to the Contractor for approval.

When the Contractor returns the *signed contract*, the Contract/Utility Unit OA verifies that all paperwork (contract, insurance, bonds, etc.)

is in order and records the date the contract is received and the date the contract is distributed to the sections listed below:

- (1) Clerk of the Board - original
- (2) Construction Office - original
- (3) TLMA Administration, Contracts - xerox.

* Personnel authorized to pick-up documents from the Clerk of the Board are as follows:

TLM Agency Director Secretary - Aviation, Agency

Building & Safety Director Secretary - Building & Safety,
- Code Enforcement

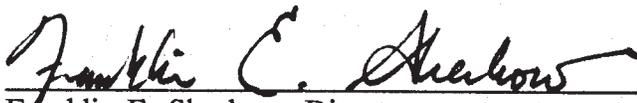
Planning Director Secretary - Planning

Transportation Director Secretary - Transportation, Survey

DISCIPLINARY ACTION

In accordance with the provisions of Article IX, Section 2, of the Memorandums of Understanding for all PERC Units, disciplinary action may be initiated against any TLMA employee who is found in violation of the above policy as set forth herein.

VI. APPROVAL:

Approved: 
Franklin E. Sherkow, Director
Transportation and Land Management Agency

FORM 11 WRITING TIPS

I. Who is your audience?

- The Board – busy people, deal with 100's of items
- Reporters – looking to inform the public – want an interesting "hook"
- General Public – want to know what is going on
- Executive Office – focus on funding
- It's not:
 - The Director's Office
 - Your Peers
 - A TECHNICAL AUDIENCE

Form 11's allow us to get our message out to the Public

II. Who is the author?

- George (not each of us)
- "Write as George would speak to a non-technical audience"
- One Department – do not mention Divisions

III. What to include:

- What is the project? (2-3 sentences) provide some detail – are we adding turn lanes, shoulders, how long is the bridge, how long is the road, etc? – The public is curious because they all drive.
- What are we asking approval for? (one sentence)
- Why? – What's in it for the public? (one or two paragraphs) – Examples:
 - A new signal to improve traffic operations and safety
 - A road widening to enhance capacity and reduce traffic congestion
 - A bridge replacement to make it seismically stable
 - A new bridge expansion to allow for all-weather access on a major transportation link

IV. Accentuate the positives of what we do – we do great things for the public!

- Contract amendments – scope changes – generally we spend money to:
 - Save more money than it costs (accelerate project delivery, which can save about 10-15% in annual escalation cost)
 - Public has the benefit of getting the improvements sooner
 - Explain how we accelerated the schedule –how much time did we save?

- Build additional improvements - What happens if we don't size facilities property? – May lead to future congestion and additional costs in the future to fix it.
- Construction Change Orders
 - Also generally spend money to save more money
 - Opportunities to fix additional problems in the field
 - Avoid cutting newly paved roads in the near future
 - Consolidate construction – save the public from future traffic disruptions
 - May have unknown field conditions that we weren't aware of

V. General Guidelines

- Be concise – most Form 11's should not exceed two pages (three at most)
- Don't repeat the same point unless it's really important
- Write it and then go back and do a "word audit" – where can you cut out words without changing the message?
- Paragraphs should not exceed four to five sentences
- Use bullet points – helps simplify the message
- Avoid words with negative legal or public meanings – everything you write is a public record
- Don't raise more questions that you have answered
- Spell out acronyms once
- Everything can't be a rush! Allow time for review and County Counsel
- Check for spelling and grammar mistakes
- Juan is picky, if in doubt e-mail me advance copy

VI. Funding

- DIF Funds – need to program them with Form 11's – work with Juan, Glenn, and Roy (see sample language)
- Do we need budget adjustments? – generally not – but can check with Roy and Ed Cooper – need different language if we do
- Focus on funding Exhibit "A" for award Form 11's
- RBBB Funding – route to Marianna and Glenn

ENGINEERING

Agreement

Contract

Amendment

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



FROM: TLMA - Transportation Dept.

SUBMITTAL DATE:

SUBJECT: Supplement Number 3 to the Engineering Services Agreement for the Environmental Clearance and Design Engineering Services to Replace the Existing River Road Bridge over the Santa Ana River.

RECOMMENDED MOTION: That the Board approve the Supplement Number 3 to the Engineering Services Agreement between the County of Riverside and T.Y. Lin International and authorize the Chairman of the Board to execute the same.

BACKGROUND: On February 24, 1998, the Board executed an agreement with T.Y. Lin International to provide environmental and design engineering services to replace the River Road Bridge. This agreement was amended on two occasions (Supplements 1 and 2) to address scope changes due to comments received from the Public Scoping Meetings and feedback from resource agencies, to address changes in the way that Caltrans and FHWA reviews the environmental document, and to revise the environmental document for stage construction.

Departmental Concurrence

continued (page 1 of 3)

George A. Johnson
Director of Transportation

(Continued On Attached Pages)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 973,032.00	In Current Year Budget:	Yes				
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No				
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2006/2007				
SOURCE OF FUNDS: Highway Bridge Program (HBP, formerly HBRR), Seismic Safety Retrofit (State Share), Measure A/Western, TUMF Northwest Zone (WRCOG)				<table border="1"> <tr> <td>Positions To Be Deleted Per A-30</td> <td align="center"><input type="checkbox"/></td> </tr> <tr> <td>Requires 4/5 Vote</td> <td align="center"><input type="checkbox"/></td> </tr> </table>	Positions To Be Deleted Per A-30	<input type="checkbox"/>	Requires 4/5 Vote	<input type="checkbox"/>
Positions To Be Deleted Per A-30	<input type="checkbox"/>							
Requires 4/5 Vote	<input type="checkbox"/>							

C.E.O. RECOMMENDATION:

County Executive Office Signature

Policy Policy

Consent Consent

Dep't Recomm.:
Per Exec. Ofc.:

Prev. Agn. Ref. Dec.20, 2005, 3.39 | **District:** 2 | **Agenda Number:**

The Honorable Board of Supervisors

RE: Supplement Number 3 to the Engineering Services Agreement for the Environmental Clearance and Design Engineering Services to Replace the Existing River Road Bridge over the Santa Ana River.

Page 2 of 2

This Supplement 3 is being processed to provide contract changes to the design and construction support work tasks for the stage construction.

This stage construction provides that a portion of the new bridge will be built while traffic uses the existing bridge. The traffic will then be shifted to the new bridge; and the existing bridge will be torn down and replaced with the rest of the new bridge. This eliminates the need for a detour road, thus achieving a significant reduction in environmental impacts and in the cost of building a detour road across the River. This change allowed the County to reduce the environmental document from an EIS/EIR to an EA/EIR, thus successfully securing an approved environmental document and the pertinent construction permits much more expeditiously.

We have also performed a refined hydraulics and sedimentation study which recommends a longer bridge, 1200 feet, than the preferred alternative bridge of 800 feet that was identified in the very rough hydraulics analysis done as part of the environmental document. The longer bridge provides for much less sediment build-up, allowing it to be operational during 100-year storms (as opposed to 50-year storms) and also virtually eliminating the need for on-going sediment removal, thus reducing the maintenance costs.

The over all cost savings achieved by changing to stage construction far exceeds the increase in design costs. It allows a substantial reduction in project environmental impacts, expediting the approval and construction permits. This saves an estimated 7 – 10 % per year in inflationary construction costs given the current market, which is substantial for a \$42,000,000 construction estimate. It also reduces the significantly higher environmental mitigation fees that would have been levied on the project due to much larger impacts of a detour road and bridge through the riverbed.

The cost proposal negotiated by County staff with the consultant is for \$973,032.00. The breakdown of this amount by project phases is as follows:

Phase II – Design / PS&E	\$ 883,209.00
Phase III – Construction Bid Support	\$ 1,233.00
Phase IV – Construction Support	\$ 88,590.00

The primary factors included in this contract amendment are:

- Each construction stage requires a separate bridge design.
- Additional design work on the approach roads to accommodate the stage construction.
- Coordination with the new development being proposed in all quadrants of the Archibald Avenue and River Road Intersection, coordination with development design and detailed plans became necessary for staging construction and maintaining traffic on River Road.
- A NEPA Reevaluation / CEQA Addendum Document is required by Caltrans and FHWA to demonstrate that the approved permit thresholds are not exceeded.
- The longer bridge with increased number of piers required additional log of test borings to provide foundation recommendations.

The Honorable Board of Supervisors

RE: Supplement Number 3 to the Engineering Services Agreement for the Environmental Clearance and Design Engineering Services to Replace the Existing River Road Bridge over the Santa Ana River.

Page 3 of 3

- Bridge aesthetics and landscape design for replanting / environmental mitigation are now included.
- Since the inception of the project in February 1998, there has been an industry wide increase in fees for engineering and environmental services.

The Phase II, Design / PS&E stage of the project is 65 percent complete. The project right-of-way needs are currently being coordinated with USACE and OCWD. The project is expected to advertise in the last quarter of 2007. The estimated duration for construction is 24 months.

Recommended Contract Budget

Original Contract Amount:	\$ 893,064.00
Supplement No.1:	\$ 355,475.00
Supplement No.2:	\$ 635,356.00
Recommended Supplement No.3:	<u>\$ 973,032.00</u>
 Total Contract Amount:	 \$2,856,927.00

The revised negotiated fees are still well within industry standards based on a percentage of construction.

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

845 A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
December 11, 2006

SUBJECT: Amendment Number 2 to the Engineering Services Agreement for the Clinton Keith Road: I-215 to SR 79 Construction Project.

RECOMMENDED MOTION:

That the Board approve Amendment Number 2 to the Engineering Services Agreement between the County of Riverside and CH2M Hill, and authorize the Chairman to execute the same.

BACKGROUND:

On March 5, 2002, the Board of Supervisors approved an agreement with CH2M Hill to provide professional consulting services for the improvements for the Clinton Keith Road: I-215 to SR 79 Road Construction Project. The agreement provided for the preparation of the needed environmental documentation, and preliminary engineering design. On November 2, 2005, the Board of Supervisors approved Amendment 1 which modified the scope to incorporate additional environmental tasks and to provide final engineering design services necessary to prepare plans, specifications and estimates.

(Continued on next page)

George A. Johnson
George A. Johnson
Director of Transportation

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 843,800	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2006/07
SOURCE OF FUNDS: Southwest Road and Bridge Benefit District				Positions To Be Deleted Per A-30 <input type="checkbox"/>
C.E.O. RECOMMENDATION: APPROVE				Requires 4/5 Vote <input type="checkbox"/>

County Executive Office Signature

Steve Spade

Dep't Recomm.: Consent Policy
Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref.: 3.60

District: 3

Agenda Number:

12-19-06

3.46

COUNTY OF RIVERSIDE COUNTY COUNSEL
 DEC 9 2 2006
 BY *Spade*
 Departmental Concurrence

**Honorable Board of Supervisors
Amendment Number 2 to the Engineering and Environmental Services Agreement for the
Clinton Keith Road: I-215 to SR 79 Construction Project.
December 11, 2006
Page 2 of 4**

These major road projects that are being done in advance of development are very dynamic and subject to revision throughout the process as the adjacent development plans jell and have to be adequately coordinated with our road project. The level of effort and length of time needed to prepare the project environmental documentation and engineering details have exceeded the terms of the agreement as a result of coordination issues with Southern California Edison (SCE), developers and local property owners. Also, it is necessary for CH2M Hill to perform additional out of scope tasks based on new found information related to field conditions and the inclusion of new signals, lighting and landscaping treatments, as well as providing engineering support during the bidding and construction phases.

An overview of the additional scope of services is provided below:

SCE Relocations: SCE has been unwilling to review projects prior to final plans being completed and signed. As a result, the County was required to make certain assumptions and the actual relocation work for the project was greater than anticipated. We have had to expand the scope of the environmental document to include the relocation of distribution and transmission lines along the future Clinton Keith Road alignment. We need to be able to receive comments from SCE earlier in our plan preparation, and the Department will be taking the lead in initiating a discussion with SCE management to try and do so. The alternative to the re-work was to wait and have SCE prepare their own environmental document, which would potentially add a year or more to the project schedule and increase the cost even further in this rising construction cost market.

Coordination with Developers: A significant amount of work and rework has gone into coordinating with various major developers, which are funding this project, that are planned along the corridor. This effort is to minimize future cutting of the new road for utilities, traffic signals, or new access points.

Additional Investigations and Borings: Additional geotechnical work has been needed as part of the design for the 2 bridges, wildlife overcrossing, and more retaining and sound walls than originally contemplated. We have also had to work with certain property owners on obtaining access to their property on a piece-meal basis, which has required several crew mobilizations.

Traffic Signals and Lighting: The original scope called for the design of three signals and the signal modification at Clinton Keith/SR-79. Additional scope is required for the signal modification at the entrance to the Vista Murrieta High School and to design a new signal at Clinton Keith/Trois Valley. Also, streetlighting has been added to the scope of the project.

**Honorable Board of Supervisors
Amendment Number 2 to the Engineering and Environmental Services Agreement for the
Clinton Keith Road: I-215 to SR 79 Construction Project.
December 11, 2006
Page 3 of 4**

Landscaping Plans and Aesthetic Treatments: Landscaping and aesthetic treatments are to be included with the Clinton Keith Road project since this arterial road will be one of the major corridors in the entire Southwest County. As such, it is important to develop a comprehensive landscaping theme that can be initiated with this project and incorporated as development occurs along the corridor, rather than allow for piece-mealing on a tract-by-tract basis. The bridges over Warm Springs and French Valley will be visible from SR 79 as well as other view sheds, so there is a desire to include aesthetic treatments on this major public investment in order to enhance the attractiveness.

Bid and Construction Support: The CH2M Hill design team will be needed to provide engineering support to the contractors during the bidding phase and to provide technical support to the construction team during the construction phase. These tasks were not part of the original contract scope.

Amendment 2 modifies the current scope of work and increases the budget for consulting services necessary to provide the additional services.

The following table provides a summary of the additional tasks and corresponding budgets for the additional services. The total cost of this project is estimated to be \$68 million.

(Continued on next page)

Honorable Board of Supervisors
 Amendment Number 2 to the Engineering and Environmental Services Agreement for the
 Clinton Keith Road: I-215 to SR 79 Construction Project.
 November 27, 2006
 Page 4 of 4

Amendment Number 2 Financial Summary - Clinton Keith Road: I-215 to SR 79

	Phase 1 PA & ED	Phase 2 PS & E	Phase 3 Bid	Phase 4 Const.	Contingency	Total
Original Budget	821,045	1,524,130	0	0	152,413	2,497,588
Amendment	202,428	546,462	5,338	49,391	40,181	843,800
A. Project Management (Env.)	33,919					
B. Final Supplemental EIR	112,644					
C. Statement of Overriding Conditions	13,351					
D. MSHCP Coordination	16,266					
E. Delineation Document	26,248					
F. Project Management (Design)		55,536				
G. Geotechnical		61,414				
H. Additional Borings for Wildlife Crossing		30,214				
I. Photo Renderings - Wildlife Crossing		8,000				
J. Photo Renderings - Warm Springs		8,000				
K. Design Coordination - 65%		20,888				
L. Soundwall Modifications - 65%		28,190				
M. Soundwall Modifications - 95%		20,803				
N. Traffic Signals/Lighting		55,080				
O. Landscape/Architectural Services		167,871				
N. Design Coordination - 95%		26,802				
P. Utilities		6,866				
Q. Revision to Right of Way Req.		9,010				
R. QA of Bridge Design		29,990				
S. Foundation redesign		17,798				
T. Bid Support			5,338			
U. Construction Support				49,391		
Proposed Budget	1,023,473	2,070,592	5,338	49,391	192,594	3,341,388

Original Contract Amount: \$2,497,588
 Recommended Amendment No.2: \$ 843,800
 (including Contingency)
 Total Revised Contract Amount: \$3,341,388

Funding for the additional services will be provided by the Southwest Road and Bridge Benefit District.

CONSTRUCTION

Change Order

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



456 A

FROM: TLMA – Transportation Dept.

SUBMITTAL DATE:
September 1, 2006

SUBJECT: Construction of Newport Road/Domenigoni Parkway, Menifee to Winchester Road (SR79), Menifee/Winchester areas

RECOMMENDED MOTION: That the Board execute and authorize the Transportation Department to issue twelve (12) Contract Change Orders: CCO #3 Supplemental 2, CCO #8 Supplemental 1, CCO #9 Supplemental 1, CCO #12 through CCO #16, CCO #16 Supplemental 1, and CCO #17 through CCO #19 on behalf of the property owners within CFD 03-1 and necessary for the successful completion of the project.

BACKGROUND: The County formed CFD 03-1, and sold bonds in September 2004, to finance the construction of Newport Road/Domenigoni Parkway from Menifee Road to Winchester Road (SR 79). The road construction has been progressing steadily and the project is expected to be completed and open to through traffic late this Fall 2006. This project has been an example of the County's commitment to provide road improvements in conjunction with, or in this case well ahead of, the development that is paying for the improvements. The public will receive a tremendous benefit from having the road opened ahead of development, since this road provides another critical east-west regional link and creates an alternative for traffic that must now use SR 74, SR 79 to the south, or Scott Road to access I-215.

Continued on Page 2

HS:lr
Attachments: Change Orders: 3S2, 8S1, 9S1, 12, 13, 14, 15, 16, 16S1, 17, 18, 19
George A. Johnson
Director of Transportation

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 1,713,421.05	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0.00	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0.00	For Fiscal Year:	2005/2006

SOURCE OF FUNDS: CFD 03-1, Developer Contribution Work Order No. A8-0785	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input checked="" type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

County Executive Office Signature

- Dep't Recomm.: Policy
- Per Exec. Ofc.: Policy
- Consent
- Consent

Prev. Agn. Ref.: 9/13/05 (3.81) District: 3 Agenda Number:
8/31/04 (3.2)

**ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD**

3 . 6 8

The Honorable Board of Supervisors

RE: Construction of Newport Road/Domenigoni Parkway, Menifee to Winchester Road (SR79),
Menifee/Winchester areas

Page 2 of 3

The developers who own the property within the CFD have a need to install other improvements necessary for the construction of their projects (mainly utilities) which are desirable to install in conjunction with the construction of Newport Road/Domenigoni Parkway, to minimize cutting and damaging the new pavement. A downside of aggressively starting road construction ahead of development is that in many cases the plans for utilities that serve the adjacent development have not been completed. Therefore, as the road construction progresses we receive numerous requests from the adjacent developers to incorporate the utilities as they are identified, before the road is completed. Although this process leads to a substantially higher rate of change orders than the Department strives for, (and has a track record of achieving), the CFD process for early infrastructure delivery provides an overwhelming public benefit by having the improvements on the ground well ahead of the traffic impacts. Given the current construction climate where we have experienced cost escalations in the order of 20% - 30% per year in asphalt, concrete, and other road construction components, providing an earlier road construction (instead of waiting a year or two for all utility work to be planned) also provides a cost benefit to the development community and ultimately the homeowners in the CFD funding the improvements.

Additionally, there have been certain other situations that have been encountered during the construction that were either a result of the wet season that was experienced in early 2005 or by unknown underground conditions that were not evident until the excavation began.

A summary of the contract change orders that the Transportation Department is asking the Board to approve is provided in Exhibit "A". The original amount of the contract is \$18,847,255.10. These change orders exceed the cumulative change order amount (\$1,884,725.51) that can be authorized by the Director of Transportation and requires Board approval in accordance with Resolution No. 93-047. To date, the County has issued 12 contract change orders on this project totaling \$3,450,092.67, mainly to accelerate construction of the eastern end and to deal with storm related issues. These twelve contract change orders add an additional \$1,713,421.05 to the contract, of this amount, \$1,238,421.05 was requested and directly funded by adjacent developers for utility improvements.

These change orders bring the cumulative change order amount to date to \$5,163,513.72, which is 27.4% of the original contract amount. The funding for these changes is coming from a combination of CFD improvement funding, Menifee Road and Bridge Benefit District funding and out-right developer cash contributions. It is important to perform the work contemplated in these change orders in conjunction with the roadway construction to minimize future public inconvenience and damage to the finished, paved road. It is anticipated that there will be an additional approximately \$1.5 - \$2 million dollars in change orders to be issued on this project to add additional utility facilities in the roadway for impending development and to provide additional funds to deal with slope stability issues in the cut through the mountainous area, and settle claims due to the storms of 2005. These changes and costs are currently under negotiation with the contractor and developers or pending continued evaluation of the slopes in the mountainous cut zone.

Cumulative Contract Change Orders:

Developer Initiated Improvements	\$ 4,192,662.01
County Initiated Improvements	<u>\$ 970,851.71</u>
Total	\$ 5,163,513.72

The Honorable Board of Supervisors
RE: Construction of Newport Road/Domenigoni Parkway, Menifee to Winchester Road (SR79),
Menifee/Winchester areas
Page 3 of 3

Project Costs:

Design Soft Costs & Right of Way		\$ 4,067,000
Construction Inspection & Survey		\$ 3,803,000
Construction		\$ 25,511,000
Original Contract	\$ 18,847,000	
Cumulative Contract Change Orders	\$ 5,164,000	
Anticipated Contract Change Orders	\$ 1,500,000	
Total		<u>\$ 33,381,000</u>

Project Funding:

SB 300	\$ 1,852,000
West County DIF Signal Mitigation District	\$ 733,000
Menifee Road and Bridge Benefit District	\$ 6,996,000
CFD 86-1 Menifee Village	\$ 747,000
CFD 03-1 Newport Road	\$ 15,388,000
CFD 03-1 Newport Road (Developer Initiated CCO)	\$ 2,221,000
Developer Contributions	\$ 5,127,000
Eastern Municipal Water District	<u>\$ 317,000</u>
Total	<u>\$ 33,381,000</u>

Project Work Order No. A8-0785.

EXHIBIT "A"

Contract change order #3 Supplemental 2 in the amount of \$275,000.00 provides funds to construct additional dewatering appurtenances necessary to dewater the site within the proposed roadway and slopes to help ensure the longevity of the new pavement being placed.

Contract change order #8 Supplemental 1 in the amount of \$350,000.00 provides funds to construct additional dry utility crossings necessary for the future adjacent developments, lighting and landscaping. The crossings were requested by the development community and the Department has collected supplemental funds from those parties to fully fund the construction of these changes.

Contract change order #9 Supplemental 1 in the amount of \$55,000.00 provides funds to modify water line facilities. The changes were requested by the developers within the CFD and the Department has collected supplemental funds from those parties to fully fund the construction of these changes.

Contract change order #12 in the amount of \$50,000.00 provides funds to construct an additional storm drain crossing necessary for a future adjacent development. Construction of the new crossing was requested by the Garret Group and the Department has collected supplemental funds from that party to fully fund the construction of these changes.

Contract change order #13 in the amount of \$17,512.00 provides funds to construct an Bus turnout within the cut through the hill. Construction of the turnout was requested by Diamond Brothers and The Rancon Group, and the Department has collected supplemental funds from that party to fully fund the construction of these changes.

Contract change order #14 in the amount of \$69,615.88 provides funds to modify a previously constructed storm drain to accommodate changes required on a future adjacent development. Construction of the changes was requested by DR Horton, Barratt Homes, and The Rancon Group and the Department has collected supplemental funds from that party to fully fund the construction of these changes.

Contract change order #15 in the amount of \$27,102.60 provides additional funds to construct rigid conduit crossings for future additional signals at future street crossings that were not originally contemplated during the design phase of the project.

Contract change order #16 in the amount of \$511,090.75 and contract change order #16 supplemental 1 in the amount of \$70,387.82 provides additional funds to construct additional reclaimed waterline crossings. Construction of the additional crossings were requested by the development community and the Department has collected supplemental funds from DR Horton to fully fund the construction of these changes.

Contract change order #17 in the amount of \$200,000.00 provides additional funds to stabilize the slope on the cut through the mountain with rock bolts. It was found after the excavation began that the slope was not as stable as originally anticipated and this required additional stabilization methods to hold the slope in place. This is in the vicinity of a culturally sensitive area which precluded cutting the slope to a flatter slope.

Contract change order #18 in the amount of \$70,000.00 provides additional funds to construct PVC sleeves to accommodate the developer's installation of future landscaping in the median and adjacent parkway areas. The exact layout of the landscaping and roadway tie-ins for development were not known at the time the original project plans were prepared and therefore the installation was not originally contemplated during the design phase of the project. Adjacent developments are conditioned for the landscape improvements and are responsible for the costs associated with this change and the Department has collected supplemental funds from the DR Horton, Barratt American, Pulte Homes, The Rancon Group, The Garrett Group, and Lennar Homes to fund the construction of these changes.

Contract change order #19 in the amount of \$7,612.00 provides additional funds to install a bus turnout on the new road that was required on a future adjacent development. Construction of the changes was requested by Lennar Homes and the Department has collected supplemental funds from that party to fully fund the construction of these changes.

Summary:

Dewatering (Storm Related)	\$ 275,000.00
Slope Stability	\$ 200,000.00
Developer Initiated Improvements	<u>\$ 1,238,421.05</u>
Total	\$ 1,713,421.05

AWARD

Form 11

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



FROM: TLMA - Transportation Dept.

SUBMITTAL DATE:
March 12, 2007

SUBJECT: Construction of Traffic Signal, Roadway and Waterline Improvements, State Highway 79 at Anza Road, Anza area

RECOMMENDED MOTION: That the Board accept the low bid of Roadway Engineering and Contracting, Inc. of Riverside, CA in the amount of \$399,869.00. Award the contract to that firm and authorize the Chairman of the Board to execute the contract documents. Amend the Transportation Improvement Program's project budget as proposed on Attachment "A".

BACKGROUND: By Minute Order dated December 19, 2006 (agenda item 3.45) the Board authorized the Clerk of the Board to advertise for the construction of traffic signal and roadway improvements at the intersection of State Highway 79 and Anza Road in the Anza area of Riverside County. Bids for the project were opened in the office of the Director of Transportation at 2:00 pm, Wednesday, January 10, 2007. Three bids were received.

George A. Johnson
Director of Transportation

GAJ:sd

(Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 399,869	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0.00	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0.00	For Fiscal Year:	2006/2007
SOURCE OF FUNDS: West County DIF Signal Mitigation Fund, Rancho California Water District			Positions To Be Deleted Per A-30	<input type="checkbox"/>
			Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

County Executive Office Signature

Policy Policy

Consent Consent

Dep't Recomm.:
Per Exec. Ofc.:

Prev. Agn. Ref. 12/19/2006 (3.45)

District: 3

Agenda Number:

MAR 13 2007
Department of Transportation

The Honorable Board of Supervisors

RE: Construction of Traffic Signal, Roadway and Waterline Improvements, State Highway 79
at Anza Road, Anza area

March 12, 2007

Page 2 of 2

The lowest and best bid was submitted by Roadway Engineering and Contracting, Inc. in the amount of \$399,869.00. The bid is \$4,743.00 (1.2%) more than the Engineer's Estimate, and within the target bid range. The contractor is qualified.

This location meets warrants for the construction of a traffic signal, which will provide protected traffic movements and improve traffic safety.

The County's 1/3 share of the annual traffic signal operation and maintenance costs is estimated at \$2,000, to be funded from gas tax.

The bid documents included an alternate bid schedule for the adjustment of a surface facility that is owned by the Rancho California Water District. The water district has provided their concurrence to award their items of work, for which they will be financially responsible on a deposit basis. Construction of the utility adjustment by the County's contractor will improve construction coordination.

The Contractor has executed the contract and has provided bonds and insurance certificate documents which meet the requirements of the contract.

Project No. B4-0507.

DIF FUNDS

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



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
March 12, 2007

SUBJECT: Engineering and Environmental Services Agreement for the Avenue 66/SR-195 Interchange at SR-86S.

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Approve the attached Engineering and Environmental Services Agreement between the County of Riverside and Dokken Engineering and authorize the Chairman to execute same;
- 2) Authorize the use of the Development Impact Fee (DIF) for the Coachella-Eastern Area Plan (AP18) - Roads, Bridges and Major Improvement Fund No. 30524 in the amount of \$500,000 for this project; and
- 3) Authorize the Auditor-Controller to amend the Riverside County Transportation Department's FY 2007/08 budget to reflect the recommended budget adjustments as set out in Attachment "A"

BACKGROUND: The proposed new interchange will improve the safety and operational characteristics at the intersection of State Route 86S (SR-86S) and State Route 195/Avenue 66 by eliminating conflicts between local cross traffic and mainline traffic streams. During the three-year period from January 1, 2002 to December 31, 2004, the accident rates were higher than the average rates for similar types of facilities. As traffic volumes increase on SR-86-S mainline as well as on cross streets, the operating conditions on

Departmental Concurrence

(Continued)

JCP:dlp

George A. Johnson
Director of Transportation

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 1,016,126	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2006/07

SOURCE OF FUNDS: SB 621 Indian Gaming Special Distribution Funds, Roads, Bridges, and Major Improvement DIF Funds for Coachella-Eastern Area Plan. Proj. No. B60473	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

County Executive Office Signature

- Dept't Recomm.: Consent Policy
- Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref.:

District: 4

Agenda Number:

**Honorable Board of Supervisors
Engineering and Environmental Services Agreement for Avenue 66/SR-195 Interchange
at SR-86S Project.
March 12, 2007
Page 1 of 2**

SR-86S will deteriorate until the expressway facility is converted to a freeway facility. The proposed project will study various alternatives for a new interchange on SR-86S at SR-195/Avenue 66.

Dokken Engineering is on the Transportation Department's Pre-Qualified List of Structural design firms. The list was established through a request for proposals, which was advertised in the Press Enterprise. Fifteen firms submitted qualifications. Representatives from Caltrans, CVAG and the Riverside County Transportation Department evaluated the written proposals and interviewed the ten top ranked firms.

Dokken Engineering was selected as the firm to provide the needed services for this project, and a not to exceed budget of \$2,554,186 (including contingency) was negotiated between Dokken Engineering and the Riverside County Transportation Department. The project scope includes preliminary engineering, a Project Report, environmental studies and preparation of the Environmental Document, environmental permitting, final design and construction support. The initial work authorization to Dokken Engineering will not exceed \$1,016,126 for the project approval and environmental document phase. Additional work authorizations up to Dokken's not to exceed budget will be contingent upon satisfactory progress of the work and availability of full funding for the remaining phases of the work.

The initial phase of the project is funded with \$827,892 in SB 621 Indian Gaming Special Distribution and the balance with DIF funds. Some DIF funds are also being programmed to cover the cost of the County's project management. This Project is on the DIF facilities list. It is anticipated that later phases of the project will also include Federal funds.

Attachment "A"

Increase Estimated Revenues:

20000-3130500000-778190	Interfund Development Fees	\$500,000
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Increase Appropriations:

20000-3130500000-527980	Contracts	\$500,000
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COUNTY OF RIVERSIDE

TRANSPORTATION AND LAND MANAGEMENT AGENCY



David E. Barnhart
Director of Transportation

Transportation Department

MEMORANDUM

DATE: October 19, 1995

TO: Transportation Department Support Staff

FROM: Honey Bernas *HB*
Executive Secretary II

RE: **PROCEDURE REGARDING DOCUMENTS PREPARED FOR
TRANSPORTATION DIRECTOR'S SIGNATURE**

In order to assure that correspondence signed by Dave Barnhart is sent out in the timeliest manner possible, all such correspondence will be sent out by the Director's Office staff, including all courtesy copies. In order to accomplish this, I need your assistance.

Effective immediately, when sending documents to the Director's Office for signature, please include the following, assembled in the order listed:

1. Pink route slip initialed by author and appropriate chain of command.
2. Original document for Dave Barnhart's signature.
3. Attachments (if any).
4. Originating request (including buck tag).
5. Copies of attachments for courtesy copies with addressed envelopes attached.
6. One extra copy of attachments for Director's Office files.

If you have any questions, comments or suggestions, please call me at 5-6743.

Thank you for your cooperation.

DEB:hb

cc: Division Heads



COUNTY OF RIVERSIDE
TRANSPORTATION AND
LAND MANAGEMENT AGENCY



David E. Barnhart
Director of Transportation

Transportation Department

MEMORANDUM

DATE: April 25, 1995

TO: Division/Section Heads

FROM: David E. Barnhart
Director of Transportation 

RE: **FORM 11's REGARDING CONTRACT CHANGE ORDERS AND
CONTRACT AMENDMENTS**

As a result of a request from the Board on April 25, 1995, all future Form 11's that transmit recommendations from the Department for Board approval of Contract Change Orders or Contract Amendments to contracts for professional services shall have a section in the contents of the report with the following heading: Could Contract Change Order/Contract Amendment have been Avoided.

The Board is interested in knowing what steps might have been taken during the design or contract negotiation stage that would have precluded the need for change orders or contract amendments. Please be sure that your statement in this section of the report is objective and has input from those involved in the original design or contract negotiations.

If there are any questions, please let me know.

DEB:hb

cc: Frank Sherkow
Jeannie Smith
Hilda Rose



Franklin E. Sherkow
Agency Director

COUNTY OF RIVERSIDE

TRANSPORTATION AND LAND MANAGEMENT AGENCY



T. H. Ingram
Director



David E. Barnhart
Director



Aleta J. Laurence
Director

MEMORANDUM

DATE: November 2, 1994

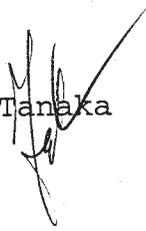
TO: Dave Barnhart
Director of Transportation

FROM: Frank Sherkow 
TLMA-Agency Director

RE: News Releases for Ground Breaking and Dedication/ Ribbon
Cutting Ceremonies

We need to be sure that the Project Manager prepares a news release for ground breaking and dedication/ribbon cutting ceremonies as they occur and forward to Tom DeSantis, Public Information Officer, in the County Administrative Office, at least a week ahead of ceremony to ensure press coverage at these events.

FES:js

cc: Tek Tanaka 

RFP & RFQ Documents

Contents

- Introduction
- Advertisement
 - Sample Newspaper Notice & Proof of Advertisement *(MS Word)*
 - Sample Website Notice *(MS Word)*
- Request for Proposals
 - RFP Template *(MS Word)*
- Proposal and Interview Evaluations
 - Evaluation Forms
 - Consultant Rating form *(MS Excel)*
 - Member & Panel Summary forms *(MS Excel)*
 - Results Notice
 - Consultant List template *(MS Excel)*
 - Selection Notice templates (Selected & Not Selected) *(MS Word)*
- Fee Proposals
 - Fee and Man-hour Worksheet templates *(MS Excel)*
 - On-call Billing Rate Worksheet templates *(MS Excel)*

Introduction

Appendix B consists of a compilation of documents collected to facilitate the consultant evaluation process. These documents consist of various form templates and sample documents.

Public Notice

The Riverside County Transportation Department (COUNTY) is seeking technical proposals from qualified professional engineering and environmental firms to provide services for << description of services to be provided >>.

<< The project is funded in part with federal funds and therefore NEPA compliance will be required through Caltrans District 8 Office of Local Assistance. Under NEPA delegation Caltrans will be the lead agency for NEPA compliance. The County of Riverside will be the lead agency for CEQA compliance. >>

Engineering tasks expected to be performed include:

- Preparation of engineering plans providing horizontal and vertical geometry;
- Analysis of area hydrology and recommendations for drainage facilities;
- Evaluation of soil conditions and development of preliminary structural recommendations;
- Preparation of bridge planning studies;
- Preparation of preliminary cost estimates;
- Preparation of Project Report Equivalent.

Environmental tasks expected to be performed include:

- The preparation of a Preliminary Environmental Study (PES) Form;
- Technical studies and the preparation of the environmental document.

Environmental issues may include:

- Cultural Resources
- Biological Resources
- Hazardous Waste/Materials
- Water Quality/Erosion
- Floodplain, Traffic
- Air Quality
- Noise
- Visual Effects
- Section 4(f) issues
- Growth issues and Climate Change

Firms proposing in response to this RFP will need to:

- Demonstrate competence in the technical engineering services to be provided and an understanding of the work to be performed.
- Demonstrate competence in obtaining environmental clearance of environmentally sensitive projects involving Caltrans Dist 8, FHWA and relevant regulatory agencies.

It is anticipated that all work will be prepared in accordance with COUNTY and/or Caltrans practices, regulations, policies, procedures, manuals, and standards, as appropriate and may include compliance with Federal Highway Administration-requirements.

Consultants wishing to submit Proposals in response to this Request for Proposals (RFP) can download the RFP documents from the County of Riverside Transportation Department web page located at the following web address:

<http://rctlma.org/trans/Engineering-Services/Requests-for-Proposals>

The closing date for submission of proposals in response to this request is << Day, Date >> at 4:00 PM.

**THE
PRESS-
ENTERPRISE**

**CLASSIFIED
ADVERTISING**

PROOF

Printed by: Tinajero, Maria
at: 9:50 am
on: Friday, Nov 13, 2009

Ad #: 10068551

3450 Fourteenth St.
Riverside, CA 92501-3878
1-800-880-0345
951-684-1200
951-368-9018 Fax

Account Information

Phone #: (951) 955-5132
Name: COUNTY OF RIVERSIDE/TLMA
Address: P O BOX 1605

RIVERSIDE CA 92502

Acct #: 305954

Client:

Placed by: Khalid Nasim

Fax #: (951) 955-0923

Ad Copy:

Public Notice

The Riverside County Transportation Department (COUNTY) is seeking technical proposals from qualified environmental and engineering professionals to provide services for the widening of Cajalco Road from two lanes to four lanes between Harvill Avenue and Temescal Canyon Road. The project length is approximately 16 miles.

The services to be performed under this RFP are the environmental and engineering services necessary to obtain environmental clearance for the proposed widening improvements. The environmental firm shall be the prime consultant. Engineering and other services may be performed by the prime or by sub-consultants. The project is funded in part with federal funds and therefore NEPA compliance will be required through Caltrans District 8 Office of Local Assistance. Under NEPA delegation Caltrans will be the lead agency for NEPA compliance. The County of Riverside will be the lead agency for CEQA compliance.

Environmental tasks expected to be performed include the preparation of a Preliminary Environmental Study (PES) Form, technical studies and the preparation of the environmental document. Environmental issues may include Cultural Resources, Biological Resources, Hazardous Waste/Materials, Water Quality/Erosion, Floodplain, Traffic, Air Quality, Noise, Visual Effects, Section 4(f) Issues, Growth issues and Climate Change. Engineering tasks expected to be performed include preparation of engineering plans providing horizontal and vertical geometry, analysis of area hydrology and recommendations for drainage facilities, evaluation of soil conditions and development of preliminary structural recommendations, preparation of bridge planning studies and preparation of preliminary cost estimates and preparation of Project Report (equivalent).

Firms proposing in response to this RFP will need to demonstrate competence in obtaining environmental clearance of environmentally sensitive projects involving Caltrans Dist 8, FHWA and relevant regulatory agencies.

It is anticipated that all work will be prepared in accordance with COUNTY and/or Caltrans practices, regulations, policies, procedures, manuals, and standards, as appropriate and may include compliance with Federal Highway Administration requirements.

Consultants wishing to submit Proposals in response to this Request for Proposals (RFP) can download the RFP from the following web address:

http://www.tlma.co.riverside.ca.us/trans/eng_rfp.html

The closing date for submission of proposals in response to this request is Monday, December 16, 2009 at 4:00 PM. 11/17 - 11/23

Ad Information

Classification: Legals
Publications: Press-Enterprise

Start date: 11-17-09

Stop date: 11-23-09

Insertions: 7

Rate code: LE-County

Ad type: Ad Liner

Taken by: Tinajero, Maria

Size: 2x63.620

Bill size: 128.00x 5.14 agate lines

Amount due: **\$1,088.00**

Public Notice

The Riverside County Transportation Department (COUNTY) is seeking technical proposals from qualified professional engineering and environmental firms to provide services for << description of services to be provided >>.

<< The project is funded in part with federal funds and therefore NEPA compliance will be required through Caltrans District 8 Office of Local Assistance. Under NEPA delegation Caltrans will be the lead agency for NEPA compliance. The County of Riverside will be the lead agency for CEQA compliance. >>

Engineering tasks expected to be performed include:

- Preparation of engineering plans providing horizontal and vertical geometry;
- Analysis of area hydrology and recommendations for drainage facilities;
- Evaluation of soil conditions and development of preliminary structural recommendations;
- Preparation of bridge planning studies;
- Preparation of preliminary cost estimates;
- Preparation of Project Report Equivalent.

Environmental tasks expected to be performed include:

- The preparation of a Preliminary Environmental Study (PES) Form;
- Technical studies and the preparation of the environmental document.

Environmental issues may include:

- Cultural Resources
- Biological Resources
- Hazardous Waste/Materials
- Water Quality/Erosion
- Floodplain, Traffic
- Air Quality
- Noise
- Visual Effects
- Section 4(f) issues
- Growth issues and Climate Change

Firms proposing in response to this RFP will need to:

- Demonstrate competence in the technical engineering services to be provided and an understanding of the work to be performed.
- Demonstrate competence in obtaining environmental clearance of environmentally sensitive projects involving Caltrans Dist 8, FHWA and relevant regulatory agencies.

It is anticipated that all work will be prepared in accordance with COUNTY and/or Caltrans practices, regulations, policies, procedures, manuals, and standards, as appropriate and may include compliance with Federal Highway Administration-requirements.

Consultants wishing to submit Proposals in response to this Request for Proposals (RFP) can download the RFP documents from the County of Riverside Transportation Department web page located at the following web address:

<http://rctlma.org/trans/Engineering-Services/Requests-for-Proposals>

The closing date for submission of proposals in response to this request is << Day, Date >> at 4:00 PM.

Consulting Services for the <Project>

Proposal Evaluation Summary for Panel Member <interviewer>

September 30, 2016

Company	Proposed Staff 2.5 Score W Score 0-10 0-25		Understanding & Project Approach 2.5 Score W Score 0-10 0-25		Technical Competence 2.5 Score W Score 0-10 0-25		Recent Relevant Experience 2.5 Score W Score 0-10 0-25		Total Weighted Score 0-100	Rank 0-100	Comments
Company 1											
Company 2											
Company 3											
Company 4											
Company 5											
Company 5											

CONSULTANTS	TOTALS		INTERVIEWER 1		INTERVIEWER 2		INTERVIEWER 3		INTERVIEWER 4		INTERVIEWER 5	
	Ave Rank	Final Rank	Score	Rank								

September 30, 2016

«FirstName» «LastName»
«JobTitle»
«Company»
«Address»
«City», «State» «PostalZip»

RE: Interview Results for the Proposed (name of project) Project.

Dear «Prefix» «LastName»:

Thank you very much for submitting a written proposal in response to our Request for Proposals. The Selection Committee has completed review of the submitted proposals and has prepared a list of firms to be interviewed. Listed below (in alphabetical order) are three firms, which have been selected to be interviewed as the next stage of the selection process.

(name of company 1)
(name of company 2)
(name of company 3)

The proposals were evaluated by a panel of professionals from (names of agencies). Panel members evaluated the proposals independently and the results are based on the combined scores. The selection process was difficult with many capable firms submitting proposals.

The Riverside County Transportation Department sincerely appreciates the interest shown by all the companies who submitted proposals and the great amount of effort expended. We regret not being able to short-list all of the qualified firms, but we do look forward to working with many of you in the future.

Thank you again for your proposal and for your interest in Riverside County Transportation projects.

Very truly yours,

(Name of Contract Administrator)
(Title of Contract Administrator)

September 30, 2016

«FirstName» «LastName»
«JobTitle»
«Company»
«Address»
«City», «State» «PostalZip»

RE: Interview Results for the Proposed (name of project) Project.

Dear «Prefix» «LastName»:

Thank you very much for submitting a written proposal in response to our Request for Proposals. The Selection Committee has completed review of the submitted proposals and has prepared a list of firms to be interviewed.

Listed below are (number of) firms that have been selected to be interviewed as the next stage of the selection process along with each firms designated interview time.

(company 1) (date) @ (time)
(company 1) (date) @ (time)
(company 1) (date) @ (time)

Each firm will be interviewed in (location).

Your presentation should not be more than 20 minutes in length and should address the requirements and issues stated in the RFP. A total time of 50 minutes has been allowed for your interview, made as follows:

- Consultant’s setup and preparation 5 minutes
- Consultant’s presentation 20 minutes
- Questions by panel 20 minutes
- Consultant’s breakdown and exit 5 minutes

Please note that you are required to bring a cost proposal in a sealed envelope to the interview. The cost proposal shall be consistent with the sample format provided in the RFP.

Thank you for your proposal and for your interest in Riverside County Transportation projects. We look forward to your presentation.

Very truly yours,

(Name of Contract Administrator)
(Title of Contract Administrator)

CONSULTANT RATING FORM

PROJECT: Project

FIRM: Firm

SCORE: (0-100)

INTERVIEW: WRITTEN PROPOSAL:

EVALUATOR: Evaluator

DATE: _____

CRITERIA	WEIGHT (1-3)	SCORE (0-10)	TOTAL (WxS) (0-30)	COMMENTS
Proposed Staffing. Relevant experience and availability of the Project Manager and key personnel	2.5		
Understanding of work to be performed and proposed project approach.	2.5		
Demonstrated competence in technical services to be provided.	2.5		
Demonstrated competence in successful management and completion of environmentally sensitive projects involving Caltrans Dist 8, FHWA, and regulatory agencies within past 5 years.	2.5		
			

Consulting Services for the <Project>

Interview Evaluation Summary for Panel Member <interviewer>

September 30, 2016

Company	Proposed Staff 2.5 Score W Score 0-10 0-25		Understanding & Project Approach 2.5 Score W Score 0-10 0-25		Technical Competence 2.5 Score W Score 0-10 0-25		Recent Relevant Experience 2.5 Score W Score 0-10 0-25		Total Weighted Score 0-100	Rank 0-100	Comments
Company 1											
Company 2											
Company 3											
Company 4											
Company 5											
Company 5											

CONSULTANTS	TOTALS		INTERVIEWER 1		INTERVIEWER 2		INTERVIEWER 3		INTERVIEWER 4		INTERVIEWER 5	
	Ave Rank	Final Rank	Score	Rank								



COUNTY OF RIVERSIDE

TRANSPORTATION AND LAND MANAGEMENT AGENCY



*Juan C. Perez, P.E., T.E.
Director of Transportation and
Land Management*

Transportation Department

*Patricia Romo, P.E.
Assistant Director of Transportation*

September 30, 2016

«FirstName» «LastName»
«JobTitle»
«Company»
«Address»
«City», «State» «PostalZip»

RE: Interview Results for the Proposed (name of project) Project.

Dear «Prefix» «LastName»:

Thank you very much for your oral presentation. The time and effort your company and staff expended to respond to our selection process is sincerely appreciated. The Selection Committee has completed analysis of the interviewed firms. Although we found all respondents to be capable and qualified, we regret to inform you that the selection committee has selected another firm to provide the desired services. The final ranking is provided below.

1. (name of company 1)
2. (name of company 2)
3. (name of company 3)

The Transportation Department will initiate contract negotiations with the top ranked firm, however, in the event that we are unsuccessful in coming to terms, the Transportation Department will then initiate negotiations with the next ranked firm.

The Transportation Department intends to keep your firms contact information on file for notification of future solicitations on projects needing similar services.

Again, the selection committee sincerely appreciates your interest in Riverside County Transportation projects and we look forward to future opportunities to work with «Company».

Very truly yours,

(Name of Contract Administrator)
(Title of Contract Administrator)



COUNTY OF RIVERSIDE
TRANSPORTATION AND
LAND MANAGEMENT AGENCY



Juan C. Perez, P.E., T.E.
Director of Transportation and
Land Management

Transportation Department

Patricia Romo, P.E.
Assistant Director of Transportation

September 30, 2016

«FirstName» «LastName»
«JobTitle»
«Company»
«Address»
«City», «State» «PostalZip»

RE: Interview Results for the Proposed (name of project) Project.

Dear «Prefix» «LastName»:

Thank you very much for your oral presentation. The time and effort your company and staff expended to respond to our selection process is sincerely appreciated. The Selection Committee has completed analysis of the responding firms and we are happy to inform you that your firm has been selected.

The Transportation Department will be contacting «Company» to initiate contract negotiations. In the event that we are unsuccessful in coming to terms, the Transportation Department will initiate negotiations with the next ranked firm.

Congratulations on your selection and I look forward to working with you and your firm.

Very truly yours,

(Name of Contract Administrator)
(Title of Contract Administrator)

BILLING RATES WORKSHEET

COMPANY:	SCOPE OF WORK:	DATE:
	Project Development On-Call Services	September 30, 2016

COUNTY STAFF TITLE	EQUIVALENT CONSULTANT TITLE	BILLING RATE
MANAGEMENT/ADMINISTRATION		
Project Manager		
Quality Assurance / Quality Control		
Administrative Assistant - Senior		
Administrative Assistant - Associate		
Administrative Assistant		
Public Relations Coordinator		
ENGINEERING		
Engineer - Principal		
Engineer - Senior		
Engineer - Associate		
Engineer		
Engineer Structural - Senior		
Engineer Structural - Associate		
Engineer Structural		
Engineer Traffic		
Technician - Senior		
Technician - Associate		
Technician		
CAD Tech - Senior		
CAD Tech - Associate		
CAD Tech		
Specialist - GIS		
Specialist - Graphics Illustrator		
Specialist - Landscape Architect		
Specialist - Geologist		
Specialist - Lab Technician		
Specialist - Utilities Coordinator		

Contract Boilerplates

Contents

- Introduction
- Contract Signatory Requirements
- Engineering Services Agreement boilerplate (*MS Word*)

Introduction

RCTD currently has two versions of the Engineering Services Agreements boilerplate. One is for Project-specific & Multi-phase contracts and one is for On-call contracts. Both versions are provided as MS Word files but only the Project-specific & Multi-phase template is printed in this Appendix C.

These boilerplates include the appropriate terms and conditions to make the agreements compliant with federal, state and local regulations and facilitate the quick preparation of contract documents.

Each Engineering Services Agreement boilerplate consists of the following four sections:

- Main Body: Parties, Conditions, Performance, Compensation
- Appendix A: Scope of Services
- Appendix B: Schedule of Services
- Appendix C: Budget

The Main Body is intended to require only minor modification. The scope of Services negotiated with the consultant will need to be formatted consistent with the attached Appendix A template and will be included in the agreement. The Schedule of Services form is typically a one-page form and identifies the date for terminating the agreement and dates for some of the major milestones and/or deliverables. Appendix C, Budget provides some of the terms related to progress payments and should have the final negotiated Fee Proposal & Man-hour worksheets appended to the backend.

SIGNATURE REQUIREMENTS

LIMITED PARTNERSHIP

If the signatory or entity is a Limited Partnership, a copy of the LP-1 (filed with the State) which designates the general partner, is required. The agreements should be signed by the General Partner(s) and accompanied by Articles of Limited Partnership.

GENERAL PARTNERSHIP

If the signatory or entity is a general partnership, a copy of the partnership agreement is required. The signatures should be of one or more partners, accompanied by some indication of his/her/their authority to bind the remaining partners (Articles of Co-Partnership, partnership Resolution authorizing fewer than all the partners' signatures to bind the remaining partners, etc.).

DOMESTIC CORPORATION

If the signatory or entity is a corporation, the signatures of two corporate officers (the president, vice president, secretary, assistant secretary, Chief Financial Officer (i.e. treasurer), or assistant treasurer) are required on the agreements. The signatures must be in the following combination: president or vice president AND secretary, treasurer or CFO. For example, the signatures of a president and a vice president would be insufficient. If signed by a single corporate officer, a corporate resolution, authorizing the one officer to bind the corporation, signed by the Board of Directors of the corporation is required. The corporate resolution must authorize the signator to sign the bonds/agreements on behalf of the corporation. A statement of the officers of the corporation (without specific language authorizing them to sign on behalf of the corporation) is insufficient. Verification that the corporation is in good standing should also be required/reviewed.

FOREIGN CORPORATION

If the entity executing the agreements is a Foreign Corporation (not incorporated within the State of California), a copy of the Statement by Foreign Corporation (filed with the State of California) should also be included. The agreement should be executed as for a DOMESTIC CORPORATION, above.

LIMITED LIABILITY CORPORATION

If the signatory or entity is a Limited Liability Corporation, a copy of the Operating Agreement for the Limited Liability Corporation is required, and if available, a copy of the Statement of Information filed with the State designating the managing member of the Limited Liability Corporation is requested. The managing member of the Limited Liability Corporation may sign on behalf of the Limited Liability Corporation. If there is no designated managing member, the Operating Agreement will need to be reviewed to determine who can sign on behalf of the Limited Liability Corporation or how authorization to bind the Limited Liability Corporation in transactions can be obtained.

SIGNATORIES THAT ARE A COMBINATION OF LEGAL ENTITIES

If the signatory or entity, for example, is a Limited Liability Corporation, with a managing member that is a limited partnership, whose general partner is a corporation, all of the documentation and information requested above for each of these entities should be required for approval.

Federal Project No. <Delete if N/A>

Caltrans EA No. <Delete if N/A>

Contract No. _____

Riverside County Transportation

ENGINEERING SERVICES AGREEMENT

for

< Services >

between

County of Riverside • Transportation Department

and

< Engineer >



Table of Contents

ARTICLE I • DESIGNATED CONTACTS 1

ARTICLE II • PROJECT DEFINITION 1

ARTICLE III • COOPERATIVE AGENCIES 1

 A. Lead Agency 1

 B. Cooperative Agencies 1

 C. COUNTY/AGENCIES Standards 2

ARTICLE IV • CONDITIONS 2

 A. Notifications 2

 B. Assignment 2

 C. Subcontracts 2

 D. Modifications 2

 E. COUNTY Directives 3

 F. Liability 3

 G. Indemnification and Defense 4

 H. Quality Control 5

 I. Value Engineering 5

 J. Extra Work 6

 K. Disputes 6

 L. Termination Without Cause 7

 M. Termination for Lack of Performance 7

 N. Insurance 7

 O. Conflict of Interest 10

 P. Legal Compliance 11

 Q. Nondiscrimination 11

 R. Labor Code and Prevailing Wages 12

 S. Review and Inspection 13

 T. Record Retention / Audits 13

 U. Rebates, Kickbacks, or Other Unlawful Consideration 14

 V. Prohibition of Expending Local Agency, State, or Federal Funds for Lobbying 14

 W. Ownership of Data 15

 X. Confidentiality of Data 15

 Y. Funding Requirements 15

ARTICLE V • PERFORMANCE 16

 A. Performance Period 16

 B. Time Extensions 16

 C. Reporting Progress 17

 D. Evaluation of ENGINEER 17

ARTICLE VI • COMPENSATION 17

 A. Work Authorization 17

 B. Basis of Compensation 17

 C. Progress Payments 19

ARTICLE VII • GIS INFORMATION 19

ARTICLE VIII • APPROVALS 21

APPENDICES

 1. Scope of Services A1

 2. Schedule of Services B1

 3. Budget C1

ENGINEERING SERVICES AGREEMENT

COUNTY OF RIVERSIDE, hereinafter referred to as "COUNTY", and < ENGINEER >, hereinafter referred to as "ENGINEER", located at the following addressees:

County of Riverside • Transportation Department < ENGINEER >
4080 Lemon Street, 8th Floor < Address >
Riverside, CA 92502 < City, State Zip >

do hereby agree as follows:

ARTICLE I • DESIGNATED CONTACTS

Coordination of ENGINEER, and COUNTY activities shall be accomplished through an ENGINEERING PROJECT MANAGER, and a COUNTY PROJECT MANAGER.

The ENGINEERING PROJECT MANAGER for ENGINEER shall be:

< Engineering Project Manager >

The COUNTY PROJECT MANAGER for COUNTY shall be:

< County Project Manager >

ARTICLE II • PROJECT DEFINITION

ENGINEER shall furnish all technical and professional services including labor, material, equipment, transportation, supervision, and expertise to fully and adequately perform and complete the covenants set forth in Appendix A, Scope of Services, which is attached hereto and incorporated herein by reference. All services and deliverables associated with the performance and accomplishment of the covenants described in the Scope of Services is hereinafter collectively referred to as the "PROJECT".

ARTICLE III • COOPERATIVE AGENCIES

A. Lead Agency

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

B. Cooperative Agencies

The cooperating agencies are listed below and will hereinafter be collectively referred to as the "AGENCIES".

< list of cooperating agencies >

1 **C. COUNTY/AGENCIES Standards**

2 All deliverables shall be prepared in accordance with the current COUNTY and AGENCIES practices,
3 regulations, policies, procedures, manuals and standards where applicable. All deliverables are subject
4 to review and approval by COUNTY.

5 **ARTICLE IV • CONDITIONS**

6 **A. Notifications**

7 All notices hereunder and communications regarding interpretation of the terms of this contract and
8 changes thereto shall be effected by the mailing thereof by registered or certified mail, return receipt
9 requested, postage prepaid and addressed to the attention of the ENGINEERING PROJECT MANAGER
10 or the COUNTY PROJECT MANAGER at the respective addresses provided on page one of this
11 contract.

12 **B. Assignment**

13 Without written consent of COUNTY, this contract is not assignable by ENGINEER either in whole or in
14 part.

15 **C. Subcontracts**

- 16 1. ENGINEER shall perform the services contemplated with resources available within its own organization.
17 No portion of the services pertinent to this contract shall be subcontracted without written authorization by
18 the COUNTY PROJECT MANAGER, except that which is expressly identified in this contract.
- 19 2. In the event ENGINEER subcontracts any portion of ENGINEER's duties under this contract, ENGINEER
20 shall require its subcontractors to comply with the terms of this contract in the same manner as required
21 of ENGINEER including, but not limited to; indemnification of the COUNTY, requiring the same insurance
22 of Subcontractors as required of ENGINEER, and having Subcontractor's insurance name the COUNTY
23 as Additional Insured for each type of insurance where this Agreement requires ENGINEER's insurance
24 to name COUNTY as Additional Insured.

25 **D. Modifications**

- 26 1. This contract may be amended or modified only by mutual written agreement of the parties. No alteration
27 or variation of the terms of this contract will be valid unless made in writing and signed by the parties
28 hereto and no oral understanding or agreement not incorporated herein, will be binding on any of the
29 parties hereto.

2. Minor modifications are changes that do not substantially affect the Scope of Service. Minor modifications may be: a shift of funds between tasks within a budget category; the shifting of work and/or funding from one phase to another; use of contingency pursuant to Article VI.B.1. All requests for minor modifications must be approved in writing by the Director of Transportation, or his designee, prior to implementing the change.
3. There shall be no change in the ENGINEERING PROJECT MANAGER or key members of the PROJECT team without prior written approval by the COUNTY PROJECT MANAGER.
4. All modifications that do not fit within the definition of a minor modification to the contract shall be considered a major change and must be approved in writing by the ENGINEER and COUNTY Board of Supervisors prior to implementing the major change.

E. COUNTY Directives

ENGINEER shall receive contract directions and interpretations from the COUNTY PROJECT MANAGER.

F. Liability

1. ENGINEER has total responsibility for the accuracy and completeness of all data, reports, plans, specifications and estimates prepared for this PROJECT and shall check all such material accordingly. COUNTY will review all work product deliverables. The responsibility for accuracy and completeness of such items remains solely that of ENGINEER. Neither COUNTY'S review or approval shall give rise to any liability or responsibility on the part of COUNTY, or waive any of COUNTY'S rights, or relieve ENGINEER of its professional responsibilities or obligations under this contract.
2. The plans, designs, estimates, calculations, reports and other documents furnished in accordance with the Scope of Services shall meet the criteria for acceptance and be a product of neat appearance, well organized, technically and grammatically correct, checked and having the preparer and checker identified. The minimum standard of appearance, organization and contents shall be of similar types produced by COUNTY and AGENCIES. If any work product submitted is not complete and ready for use by COUNTY, it shall be marked "Draft" or similar designation to indicate it is not ready for use by COUNTY. COUNTY expects that all work product not so designated is ready for and can be used on PROJECT.
5. The page identifying preparers of engineering reports, the title sheet for specifications and each sheet of

1 plans, shall bear the professional seal, certificate number, registration classification, expiration date of the
2 certificate, and signature of the professional engineer(s) responsible for their preparation.

- 3 6. COUNTY and ENGINEER agree that plans, drawings or other work products prepared by ENGINEER are
4 for the exclusive use of COUNTY and will be used by COUNTY for the project for which they were
5 specifically designed. ENGINEER shall not be responsible for use of such plans, drawings or other work
6 products if used on a different project without the written authorization or approval by ENGINEER.
- 7 7. ENGINEER acknowledges that the plans, drawings and/or other work products may be used by COUNTY
8 for the PROJECT regardless of any disputes that may develop between ENGINEER and COUNTY. All
9 plans, drawings, or other work product shall be deemed the sole and exclusive property of COUNTY and
10 ownership thereof is irrevocably vested in COUNTY whether the PROJECT is executed or not.
- 11 8. ENGINEER, and the agents and employees of ENGINEER, in the performance of this contract, shall act
12 in an independent capacity and not as officers, employees or agents of COUNTY.

13 **G. Indemnification and Defense**

- 14 1. The ENGINEER agrees to and shall indemnify and hold harmless the County of Riverside, its Agencies,
15 Districts, Departments and Special Districts, their respective directors, officers, Board of Supervisors,
16 elected and appointed officials, employees, agents and representatives (hereinafter individually and
17 collectively referred to as "Indemnitees") from all liability, including, but not limited to loss, suits, claims,
18 demands, actions, or proceedings caused by any alleged or actual negligence, recklessness, willful
19 misconduct, errors or omissions of ENGINEER, its directors, officers, partners, employees, agents or
20 representatives or any person or organization for whom ENGINEER is responsible, arising out of or from
21 the performance of services under this Agreement. To the extent a loss, suit, claim, demand, action, or
22 proceeding is based on actual or alleged acts or omissions of ENGINEER which are not design
23 professional services, ENGINEER shall indemnify Indemnitees whether or not ENGINEER is negligent.
- 24 2. The duty to indemnify does not include loss, suits, claims, demands, actions, or proceedings caused by
25 actual negligence of Indemnitees; however, any actual negligence of Indemnitees will only affect the duty
26 to indemnify for the specific act found to be negligence, and will not preclude a duty to indemnify for any
27 act or omission of ENGINEER.
- 28 3. ENGINEER shall defend and pay, at its sole expense, all costs and fees, including but not limited to
29 attorney fees, cost of investigation, and defense, in any loss, suits, claims, demands, actions, or

1 proceedings based or alleged to be based on any act or omission of ENGINEER arising out of or from the
2 performance of services under this contract. The duty to defend applies to any alleged or actual
3 negligence, recklessness, willful misconduct, error or omission of ENGINEER. The duty to defend shall
4 apply whether or not ENGINEER is a party to the lawsuit, and shall apply whether or not ENGINEER is
5 directly liable to the plaintiffs in the lawsuit. The duty to defend applies even if Indemnitees are alleged or
6 found to be actively negligent, unless the act or omission at issue was caused by the sole active
7 negligence of Indemnitees.

- 8 4. The specified insurance provisions and limits required in this contract shall in no way limit or circumscribe
9 ENGINEER'S obligations to indemnify and hold harmless Indemnitees from third party claims.
- 10 5. In the event there is conflict between the indemnity and defense provisions and California Civil Code
11 Sections 2782 and 2782.8, the indemnity and defense provisions shall be interpreted to comply with Civil
12 Code sections 2782 and 2782.8.

13 **H. Quality Control**

14 ENGINEER shall implement and maintain the following quality control procedures during the preparation
15 of the plans and documents relating to PROJECT. ENGINEER shall have a quality control plan in effect
16 during the entire time services are being performed under this contract. The plan shall establish a
17 process whereby calculations are independently checked, plans checked, corrected and back-checked,
18 and all job related correspondence and memoranda routed and received by affected persons and then
19 bound in appropriate job files. Where several drawings show different work in the same area, means
20 shall be provided to avoid conflicts and misalignment in both new and existing improvements. Evidence
21 that the quality control plan is functional may be requested by the COUNTY PROJECT MANAGER. All
22 plans, calculations documents and other items submitted to the COUNTY PROJECT MANAGER for
23 review shall be marked clearly as being fully checked and that the preparation of the material followed the
24 quality control plan established for the work.

25 **I. Value Engineering**

- 26 1. Elements of PROJECT may be considered for Value Engineering Studies. To this end, the COUNTY
27 PROJECT MANAGER may direct the ENGINEER to examine the various elements of a design segment
28 and submit an informal written statement or memorandum addressing those elements where it appears
29 significant savings and other advantages can be realized. The statement shall be sufficiently informative

1 to enable COUNTY to determine whether to direct a detailed Value Engineering Study or possibly direct
2 immediate design changes where the value of the change is apparent without the need of detailed study
3 and analysis.

- 4 2. ENGINEER or its subcontractors shall not incorporate in the design materials or equipment of single or
5 sole source origin without written approval of COUNTY. Proprietary names of material or equipment shall
6 not be used in the plans and specifications.

7 **J. Extra Work**

- 8 1. ENGINEER shall not perform Extra Work until receiving written authorization from the COUNTY
9 PROJECT MANAGER.
- 10 2. In the event that COUNTY directs ENGINEER to provide services constituting Extra Work, COUNTY shall
11 provide extra compensation to the ENGINEER. Allowable compensation for approved extra work will be
12 based on the provisions of Appendix C, Budget, which is attached hereto and incorporated herein by
13 reference.
- 14 3. An amendment to this contract providing for such compensation for Extra Work shall be issued by
15 COUNTY to ENGINEER. Such Amendment shall not be effective until executed by both parties.

16 **K. Disputes**

- 17 1. In the event ENGINEER considers any work demanded of him to be outside the requirements of the
18 contract, or if he considers any order, instruction, or decision of COUNTY to be unfair, he shall promptly
19 upon receipt of such order, instruction or decision, ask for a written confirmation of the same whereupon
20 he shall proceed without delay to perform the work or to conform to the order, instruction, or decision; but
21 unless ENGINEER finds such order, instruction, or decision satisfactory, he shall within 20 days after
22 receipt of same, file a written protest with COUNTY stating clearly and in detail his objections and
23 reasons therefore. Except for such protests or objections as are made of record in the manner specified
24 and within the time stated herein, and except for such instances where the basis of a protest could not
25 reasonably have been foreseen by ENGINEER within the time limit specified for protest, ENGINEER
26 hereby waives all grounds for protests or objections to the orders, instruction, or decisions of COUNTY
27 and hereby agrees that, as to all matters not included in such protests, the orders, instructions and
28 decisions of COUNTY will be limited to matters properly falling within COUNTY's authority.
- 29 2. Any controversy or claim arising out of or relating to this contract which cannot be resolved by mutual

1 agreement may be settled by arbitration in accordance with the rules of the American Arbitration
2 Association, provided that the parties mutually agree to submit to arbitration.

- 3 3. Neither the pendency of a dispute nor its consideration by arbitration will excuse ENGINEER from full and
4 timely performance in accordance with the terms of the contract.

5 **L. Termination Without Cause**

- 6 1. COUNTY reserves the right to terminate this contract at COUNTY's discretion and without cause, upon
7 thirty (30) calendar days written notice to ENGINEER.
- 8 2. In the event of termination of the Agreement, upon demand, ENGINEER shall deliver to COUNTY all field
9 notes, surveys, studies, reports, plans, drawings, specifications, and all other materials and documents
10 prepared by or provided to ENGINEER in the performance of this contract. All such documents and
11 materials shall be property of COUNTY.
- 12 3. In the event that this contract is terminated, ENGINEER is entitled to full payment for all services
13 performed up to the time written notice of contract cancellation is received by ENGINEER. Payment shall
14 be made for services performed to date based upon the percentage ratio that the basic services
15 performed bear to the services contracted for, less payments made to date; plus any amount for
16 authorized, but unpaid, extra work performed and costs incurred.

17 **M. Termination for Lack of Performance**

18 COUNTY may terminate this contract and be relieved of the payment of any consideration to ENGINEER
19 should ENGINEER fail to perform the covenants herein contained at the time and in the manner herein
20 provided. In the event of such termination, COUNTY may proceed with the work in any manner deemed
21 proper by COUNTY. In such event, ENGINEER shall be paid only for work completed and delivered to
22 COUNTY in a timely and successful manner.

23 **N. Insurance**

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

1 1. Workers' Compensation:

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

7 2. Commercial General Liability:

8 Commercial General Liability insurance coverage, including but not limited to, premises liability,
9 unmodified contractual liability, products and completed operations liability, personal and advertising
10 injury, and cross liability coverage, covering claims which may arise from or out of ENGINEER'S
11 performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's
12 limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance
13 contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2)
14 times the occurrence limit.

15 3. Vehicle Liability:

16 If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then
17 ENGINEER shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an
18 amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a
19 general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the
20 occurrence limit. Policy shall name the COUNTY as Additional Insureds.

21 4. Professional Liability

22 ENGINEER shall maintain Professional Liability Insurance providing coverage for the ENGINEER's
23 performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per
24 occurrence and \$2,000,000 annual aggregate. If ENGINEER's Professional Liability Insurance is written
25 on a claims made basis rather than an occurrence basis, such insurance shall continue through the term
26 of this Agreement and ENGINEER shall purchase at his sole expense either 1) an Extended Reporting
27 Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a
28 retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through
29 Certificates of Insurance that ENGINEER has Maintained continuous coverage with the same or original

insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

5. General Insurance Provisions - All lines:

a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

b. The ENGINEER must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceed \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager, ENGINEER'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

c. ENGINEER shall cause ENGINEER'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. ENGINEER shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all

1 endorsements and any and all other attachments as required in this Section. An individual authorized
2 by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and
3 the Certificate of Insurance.

4 d. It is understood and agreed to by the parties hereto that the ENGINEER'S insurance shall be
5 construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured
6 retention's or self-insured programs shall not be construed as contributory.

7 e. If, during the term of this Agreement or any extension thereof, there is a material change in the scope
8 of services; or, there is a material change in the equipment to be used in the performance of the
9 scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5)
10 years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of
11 liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the
12 amount or type of insurance carried by the ENGINEER has become inadequate.

13 f. ENGINEER shall pass down the insurance obligations contained herein to all tiers of subconsultants
14 working under this Agreement.

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

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

19 **O. Conflict of Interest**

20 ENGINEER warrants, by execution of this contract, that no person or selling agency has been employed
21 or retained to solicit or secure this contract upon an agreement or understanding for a commission,
22 percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established
23 commercial or selling agencies maintained by ENGINEER for the purpose of securing business. For
24 breach or violation of this warranty, COUNTY has the right to annul this contract without liability, pay only
25 for the value of the work actually performed, or in its discretion to deduct from the contract price or
26 consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or
27 contingent fee. ENGINEER may be requested to complete a Conflict of Interest Statement prior to,
28 during, or after execution of this contract. ENGINEER understands that as a condition of this contract
29 ENGINEER agrees to complete the Conflict of Interest Statement when requested to do so by COUNTY.

1 **P. Legal Compliance**

2 ENGINEER shall comply with all Federal, State and local laws, statutes, ordinances, rules and
3 regulations, and the orders and decrees of any courts or administrative bodies or tribunals currently in
4 effect and in any manner affecting the performance of this contract, including, without limitation, workers'
5 compensation laws and licensing and regulations.

6 **Q. Nondiscrimination**

7 1. During the performance of this contract, ENGINEER and its Subcontractors shall not act unlawfully
8 against any employee or applicant for employment because of race, religion, color, national origin,
9 ancestry, physical handicap, medical condition, marital status, age or sex. ENGINEER and
10 Subcontractor shall comply with the provisions of the Fair Employment and Housing Act (Government
11 Code, Section 12900 et seq.) and applicable regulations promulgated thereunder (California
12 Administrative Code, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment
13 and Housing Commission implementing Government Code, Section 12900, set forth in Chapter 5 of
14 Division 4 of Title 2 of the California Administrative Code are incorporated into this contract by reference
15 and made a part hereof as if set forth in full. ENGINEER and its Subcontractors shall give written notice
16 of their obligations under this clause to labor organizations with which they have a collective bargaining or
17 other agreement.

18 2. ENGINEER will provide all information and reports required by the Regulations, or orders and instructions
19 issued pursuant thereto, and will permit access to its books, records, accounts, other sources of
20 information, and its facilities as may be determined by COUNTY or AGENCIES to be pertinent to
21 ascertain compliance with such Regulations, orders and instructions. Where any information required of
22 ENGINEER is in the exclusive possession of another who fails or refuses to furnish this information,
23 ENGINEER shall so certify to COUNTY, or the Federal Highway Administration as appropriate and shall
24 set forth what efforts he has made to obtain the information.

25 3. In the event of ENGINEER's noncompliance with the nondiscrimination provisions of this contract,
26 COUNTY shall impose such contract sanctions as it determines to be appropriate, including, but not
27 limited to:

- 28 • Withholding of payments to ENGINEER under the contract until ENGINEER complies;
- 29 • Cancellation, termination, or suspension of the contract in whole or in part.

1 4. ENGINEER shall include the nondiscrimination and compliance provisions of this clause in all
2 subcontracts to perform work under this contract.

3 5. ENGINEER shall comply with Title VI of the Civil Rights Act of 1964, as amended. Accordingly, 49 CFR
4 21 through Appendix H and 23 CFR 710.405(b) are applicable to this contract by reference.

5 **R. Labor Code and Prevailing Wages**

6 1. Certain Classifications of Labor under this contract may be subject to prevailing wage requirements.

7 2. Reference is made to Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with
8 Section 1720). By this reference said Chapter 1 is incorporated herein with like effect as if it were here
9 set forth in full. The parties recognize that said Chapter 1 deals, among other things with discrimination,
10 penalties and forfeitures, their disposition and enforcement, wages, working hours, and securing worker's
11 compensation insurance and directly effect the method of prosecution of the work by ENGINEER and
12 subject it under certain conditions to penalties and forfeitures. Execution of the contract by the parties
13 constitutes their agreement to abide by said Chapter 1, their stipulation as to all matters which they are
14 required to stipulate as to by the provisions of said Chapter 1, constitutes ENGINEER's certification that
15 he is aware of the provisions of said Chapter 1 and will comply with them and further constitutes
16 ENGINEER's certification as follows: "I am aware of the provisions of Section 3700 of the California Labor
17 Code which require every employer to be insured against liability for worker's compensation or to
18 undertake self-insurance in accordance with the provisions of that Code, and I will comply with such
19 provisions before commencing the performance of the work of this contract."

20 3. Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates, including the per diem
21 wages applicable to the work, and for holiday and overtime work, including employer payments for health
22 and welfare, pension, vacation, and similar purposes, in the county in which the work is to be done have
23 been determined by the Director of the California Department of Industrial Relations. These wages are
24 available from the California Department of Industrial Relations' Internet website at <http://www.dir.ca.gov>.

25 4. Should a portion of the project contain Federal funding, Federal minimum wages shall be used. The
26 Federal minimum wage rates for this project as determined by the United States Secretary of Labor are
27 available from the U.S Department of Labor, Employment Standards Administration, Wage and Hour
28 Division's Internet website at <http://www.access.gpo.gov/davisbacon>. If there is a difference between the
29 minimum wage rates determined by the Secretary of Labor and the general prevailing wage rates

1 determined by the Director of the California Department of Industrial Relations for similar classifications of
2 labor, the ENGINEER and subcontractors shall pay not less than the higher wage rate. The Department
3 will not accept lower State wage rates determinations. This includes “helper” (or other classifications
4 based on hours of experience) or any other classification not appearing in the Federal wage
5 determinations. Where Federal wage determinations do not contain the State wage rate determination
6 otherwise available for use by the ENGINEER and subcontractors, the ENGINEER and subcontractors
7 shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the
8 employees in question.

9 **S. Review and Inspection**

10 ENGINEER and any Subcontractors shall permit COUNTY and/or AGENCIES to review and inspect
11 PROJECT activities including review and inspection on a daily basis.

12 **T. Record Retention / Audits**

- 13 1. ENGINEER’s and subconsultants’ contracts, including cost proposals and indirect cost rates (ICR), are
14 subject to audits or reviews such as, but not limited to, a Contract Audit, an Incurred Cost Audit, an ICR
15 Audit, or a certified public accountant (CPA) ICR Audit Workpaper Review. If selected for audit or review,
16 the contract, cost proposal and ICR and related workpapers, if applicable, will be reviewed to verify
17 compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR
18 Audit Workpaper Review, it is ENGINEER’s responsibility to ensure federal, state, or local government
19 officials are allowed full access to the CPA’s workpapers. The contract, cost proposal, and ICR shall be
20 adjusted by ENGINEER and approved by COUNTY contract manager to conform to the audit or review
21 recommendations. ENGINEER agrees that individual terms of costs identified in the audit report shall be
22 incorporated into the contract by this reference if directed by COUNTY at its sole discretion. Refusal by
23 ENGINEER to incorporate audit or review recommendations, or to ensure that the Federal, State, or local
24 governments have access to CPA workpapers, will be considered a breach of contract terms and cause
25 for termination of the contract and disallowance of prior reimbursed costs.
- 26 2. ENGINEER, Subcontractors, and COUNTY shall maintain all books, documents, papers, accounting
27 records, and other evidence pertaining to the performance of the contract, but not limited to, the costs of
28 administering the contract. All parties shall make such materials available at their respective offices at all
29 reasonable times during the contract period and for ten years from the date of final payment under the

1 contract or ten years from project closeout, whichever is later.

- 2 3. COUNTY, Caltrans, the State Auditor General, FHWA or any duly authorized representative of the
3 Federal Government shall have access to any books, records, and documents of ENGINEER that are
4 pertinent to the contract for audits, examinations, excerpts, and transactions, and copies thereof shall be
5 furnished if requested.

6 **U. Rebates, Kickbacks, or Other Unlawful Consideration**

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

12 **V. Prohibition of Expending Local Agency, State, or Federal Funds for Lobbying**

- 13 1. ENGINEER certifies to the best of his or her knowledge and belief that:
- 14 a. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of
15 ENGINEER to any person for influencing or attempting to influence an officer or employee of any
16 state or federal agency; a Member of the State Legislature or United States Congress; an officer or
17 employee of the Legislature or Congress; or any employee of a Member of the Legislature or
18 Congress, in connection with the awarding of any state or federal contract; the making of any state or
19 federal grant; the making of any state or federal loan; the entering into of any cooperative agreement,
20 and the extension, continuation, renewal, amendment, or modification of any state or federal contract,
21 grant, loan, or cooperative agreement.
- 22 b. If any funds other than federal appropriated funds have been paid, or will be paid to any person for
23 influencing or attempting to influence an officer or employee of any federal agency; a Member of
24 Congress; an officer or employee of Congress, or an employee of a Member of Congress; in
25 connection with this federal contract, grant, loan, or cooperative agreement; ENGINEER shall
26 complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with
27 its instructions.
- 28 2. This certification is a material representation of fact upon which reliance was placed when this transaction
29 was made or entered into. Submission of this certification is a prerequisite for making or entering into this

1 transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required
2 certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for
3 each such failure.

- 4 3. ENGINEER also agrees by signing this document that he or she shall require that the language of this
5 certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub
6 recipients shall certify and disclose accordingly.

7 **W. Ownership of Data**

8 Ownership and title to all reports, documents, plans, specifications, and estimates produced as part of
9 this contract will automatically be vested in COUNTY and no further agreement will be necessary to
10 transfer ownership to COUNTY.

11 **X. Confidentiality of Data**

- 12 1. All financial, statistical, personal, technical or other data and information which is designated confidential
13 by COUNTY or AGENCIES, and made available to ENGINEER in order to carry out this contract, shall be
14 protected by ENGINEER from unauthorized use and disclosure.
- 15 2. Permission to disclose information on one occasion for a public hearing held by COUNTY or AGENCIES
16 relating to the contract shall not authorize ENGINEER to further disclose such information or disseminate
17 the same on any other occasion.
- 18 3. ENGINEER shall not comment publicly to the press or any other media regarding the contract, including
19 COUNTY or Agencies actions regarding this contract. Communication shall be limited to COUNTY,
20 Agency or ENGINEER's staff that are involved with the project, unless ENGINEER shall be requested by
21 COUNTY to attend a public hearing or respond to questions from a Legislative committee.
- 22 4. Each subcontract shall contain provisions similar to the foregoing related to the confidentiality of data and
23 nondisclosure of the same.
- 24 5. ENGINEER shall not issue any news release or public relations item of any nature whatsoever regarding
25 work performed or to be performed under this contract without prior review of the contents thereof by
26 COUNTY and receipt of COUNTY's written permission.

27 **Y. Funding Requirements**

- 28 1. All obligations of COUNTY are subject to appropriation of resources by various Federal, State and local
29 agencies.

2. This contract is valid and enforceable only if sufficient funds are made available to COUNTY for the purpose of this PROJECT. In addition, this contract is subject to any additional restrictions, limitations, conditions or any statute enacted by Congress, State Legislature or COUNTY that may affect the provisions, terms or funding of this contract in any manner.
3. It is mutually agreed that if sufficient funds for the program are not appropriated, this contract will be amended or terminated to reflect any reduction in funds.

ARTICLE V • PERFORMANCE

A. Performance Period

1. This contract shall begin upon notification to proceed by the COUNTY PROJECT MANAGER.
2. ENGINEER is advised that any recommendation for contract award is not binding on COUNTY until the proposed contract is fully executed and approved by COUNTY.
3. ENGINEER shall perform PROJECT services in accordance with the provisions set forth in Appendix B, Schedule of Services, which is attached hereto and incorporated herein by reference.
4. Where ENGINEER is required to prepare and submit studies, reports, plans, etc., to COUNTY, these shall be submitted in draft as scheduled, and the opportunity provided for COUNTY to offer comments prior to final submission.
5. When COUNTY determines that ENGINEER has satisfactorily completed the PROJECT services, COUNTY may give ENGINEER a written Notice of Final Acceptance. ENGINEER shall not incur any further costs hereunder unless so specified in the Notice of Final Acceptance. ENGINEER may request a Notice of Final Acceptance determination when, in its opinion, it has satisfactorily completed all covenants as stipulated in this contract.
6. Time is of the essence in this contract.

B. Time Extensions

1. Any delay in providing PROJECT services required by this contract occasioned by causes beyond the control and not due to the fault or negligence of ENGINEER, shall be the reason for granting an extension of time for the completion of the aforesaid work. When such delay occurs, ENGINEER shall promptly notify COUNTY in writing of the cause and of the extent of the delay whereupon COUNTY shall ascertain the facts and the extent of the delay and grant an extension of time for the completion of the work when, in COUNTY's judgment, their findings of fact justify such an extension of time.

2. COUNTY’s findings of fact shall be final and conclusive to the parties hereto. However, this is not intended to deny ENGINEER it’s civil legal remedies in the event of a dispute.

C. Reporting Progress

1. As part of the monthly invoice ENGINEER shall submit a progress report in accordance with COUNTY Engineering Services Progress Reporting Guidelines. Progress Reports shall indicate the progress achieved during the previous month in relation to the Schedule of Services. Submission of such progress report by ENGINEER shall be a condition precedent to receipt of payment from COUNTY for each monthly invoice submitted.

2. To ensure understanding and performance of the contract objectives, meetings between COUNTY, AGENCIES, and ENGINEER shall be held as often as deemed necessary. All work objectives, ENGINEER’s work schedule, the terms of the contract and any other related issues will be discussed and/or resolved. ENGINEER shall keep minutes of meetings and distribute copies of minutes as appropriate.

D. Evaluation of ENGINEER

ENGINEER’s performance will be evaluated by COUNTY for future reference.

ARTICLE VI • COMPENSATION

A. Work Authorization

ENGINEER shall not commence performance of any work or project services until so directed by the County Project Manager. No payment will be made prior to approval of this contract.

B. Basis of Compensation

1. PROJECT services as provided under this contract and as described in the Scope of Services, shall be compensated for as defined in Appendix C, Budget, which is attached hereto and incorporated herein by reference. The total amount of the contract is not to exceed \$00.00 and reimbursement is to be made at actual cost plus fixed fee for the following contractors:

- Prime \$00.00
- Sub \$00.00
- Sub \$00.00

If a contingency budget is provided, COUNTY shall hold such contingency in reserve for unforeseen Extra Work that may arise during the performance of this agreement. Contingency budget shall only be used at

1 the discretion of the COUNTY PROJECT MANAGER, and with prior written authorization by the COUNTY
2 PROJECT MANAGER.

3 No additional compensation for Extra Work will be paid except upon the issuance of an Extra Work Order
4 by COUNTY.

5 2. Prior authorization in writing by the COUNTY PROJECT MANAGER will be required before ENGINEER
6 enters into any non-budgeted purchase order or subcontract exceeding \$500 for supplies, equipment or
7 consultant services. ENGINEER shall provide an evaluation of the necessity or desirability of incurring
8 such costs.

9 3. For purchase of any item, service or consulting work not covered in ENGINEER's proposal and
10 exceeding \$500, with prior authorization by the COUNTY PROJECT MANAGER, three competitive
11 quotations shall be submitted with the request, or the absence of bidding shall be adequately justified.

12 4. Any equipment purchased as a result of this contract is subjected to the following: ENGINEER shall
13 maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a
14 useful life of at least two years and an acquisition cost of \$500 or more. If the purchased equipment
15 needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit. At the
16 conclusion of the contract or if the contract is terminated, ENGINEER may either keep the equipment and
17 credit COUNTY in an amount equal to its fair market value or sell such equipment at the best price
18 obtainable at a public or private sale in accordance with established COUNTY procedures and credit
19 COUNTY in an amount equal to the sales price. If ENGINEER elects to keep the equipment, fair market
20 value shall be determined, at ENGINEER's expense, on the basis of a competent independent appraisal
21 of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable by COUNTY, and
22 ENGINEER. If it is determined to sell the equipment, the terms and conditions of such sale must be
23 approved in advance by COUNTY and AGENCIES.

24 5. The consideration to be paid ENGINEER, as provided herein, shall be in compensation for all of
25 ENGINEER's expenses incurred in the performance hereof, including travel and per diem, unless
26 otherwise expressly so provided.

27 6. ENGINEER agrees that the Contract Cost Principles and Procedures, CFR 48, Federal Acquisition
28 Regulations Systems, Chapter 1, Part 31, shall be used to determine the allowability of individual items of
29 cost.

7. ENGINEER also agrees to comply with Federal procedures in accordance the Code of Federal Regulations Section 49, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

8. In the event of errors or omissions in the plans for PROJECT, ENGINEER shall perform the necessary engineering services required to correct such errors and omissions without additional charge to COUNTY.

C. Progress Payments

1. ENGINEER shall submit monthly invoices for PROJECT Services in accordance with Appendix C, Budget, and in accordance with COUNTY Engineering Services Invoicing Procedures.

2. ENGINEER shall submit an invoice each month for PROJECT services performed during the preceding month. Invoices shall be submitted to the COUNTY PROJECT MANAGER and shall be included with a Progress Report covering the same period as the submitted invoice.

3. Progress payments will be based on PROJECT services provided and actual costs incurred. Payments made prior to the completion of each phase will not exceed the amount allowed in ENGINEER's cost proposal for the completion of that phase and prior phases, unless approved in writing by the COUNTY PROJECT MANAGER..

4. Progress payments will be made as promptly as fiscal procedures will permit upon receipt by the COUNTY PROJECT MANAGER of itemized invoices.

5. COUNTY will withhold the last 10 percent of the budget for preparation of PS&E documents. The 10 percent retainage is to be held after 90% of the PS&E phase has been billed and is not to be deducted from each invoice. The amount retained will be paid to ENGINEER after COUNTY has approved ENGINEER's plans, specifications and estimate.

ARTICLE VII • GIS INFORMATION

A. "GIS Information" shall include GIS digital files (including the information or data contained therein) and any other information, data, or documentation from County GIS (regardless of medium or format) that is provided pursuant to this contract.

B. ENGINEER acknowledges that the unauthorized use, transfer, assignment, sublicensing, or disclosure of the GIS information, documentation, or copies thereof will substantially diminish their value to COUNTY. ENGINEER acknowledges and agrees that COUNTY GIS information is a valuable proprietary product, embodying substantial creative efforts, trade secrets, and confidential information and ideas. COUNTY GIS

1 information is and shall remain the sole property of COUNTY; and there is no intention of COUNTY to transfer
2 ownership of COUNTY GIS information.

3 C. COUNTY GIS information is made available to ENGINEER solely for use in the normal course of
4 ENGINEER's business to produce reports, analysis, maps and other deliverables only for this PROJECT and
5 as described within the Scope of Services.

6 D. ENGINEER agrees to indemnify and hold harmless COUNTY, its officers, employees and agents from any
7 and all liabilities, claims, actions, losses or damages relating to or arising from ENGINEER's use of COUNTY
8 GIS information.

9 E. GIS information cannot be used for all purposes; and GIS information may not be complete for all purposes.
10 Additional investigation or research by ENGINEER into other sources will be required. GIS information is
11 intended only as an information base and is not intended to replace any legal records. COUNTY has used
12 and will continue to use its best efforts to correctly input into COUNTY GIS the information contained in
13 various legal and other records; but COUNTY accepts no responsibility for any conflict with actual legal
14 records or for information not transferred from legal records to COUNTY GIS. COUNTY has attempted to
15 update GIS information as often as is practically feasible. However, ENGINEER should be aware that GIS
16 information may not be current and changes or additions to the information contained in COUNTY GIS may
17 not yet be reflected in COUNTY GIS.

18 F. COUNTY accepts no responsibility for the use of GIS information; and COUNTY provides no warranty for the
19 use of COUNTY GIS or COUNTY GIS information by ENGINEER. THE WARRANTIES SPECIFICALLY SET
20 FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED,
21 INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE;
22 AND SUCH OTHER WARRANTIES ARE HEREBY EXCLUDED.

23 G. Final plans, drawings or PROJECT work products will be provided in an electronic format suitable for
24 inclusion within the COUNTY GIS or CADD Systems by ENGINEER and will contain the appropriate meta
25 data and will be geographically registered using a appropriate coordinate system such as the California State
26 Plane Coordinate System NAD 83.

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ARTICLE VIII • APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:

_____ Dated: _____

JUAN C. PEREZ

Director of Transportation and Land Management

APPROVED AS TO FORM:

PAMELA J. WALLS, COUNTY COUNSEL

_____ Dated: _____

By Deputy

APPROVAL BY THE BOARD OF SUPERVISORS

_____ Dated: _____

PRINTED NAME

Chairman, Riverside County Board of Supervisors

ATTEST:

_____ Dated: _____

KECIA HARPER-IHEM

Clerk of the Board (SEAL)

ENGINEER Approvals

ENGINEER:

_____ Dated: _____

PRINTED NAME

TITLE

ENGINEER:

_____ Dated: _____

PRINTED NAME

TITLE

APPENDIX A • ARTICLE AI • INTRODUCTION

A. PROJECT DESCRIPTION

< description >

B. LOCATION

< written description or vicinity map>

C. COORDINATION

ENGINEER shall coordinate with other involved agencies for compatible design and phasing of construction with existing conditions. Coordination may include, but will not necessarily be limited to the following:

- < list of agencies proposed for coordination >

All meetings with other outside agencies will be scheduled by ENGINEER with approval of COUNTY.

D. PHASES

The services performed by ENGINEER will be accomplished in < # > Phases:

< list of phases this contract is broken down into >

Phases I will proceed upon written notice to proceed. The remaining phases will not proceed until authorized in writing by COUNTY.

E. STANDARDS

< identify standards to be used for the contract >

All Documents shall be prepared using English standards and dimensions.

F. KEY PERSONNEL

The ENGINEER has represented to the COUNTY that certain key personnel will perform the services and if one or more of such personnel should become unavailable, ENGINEER may substitute other personnel of at least equal competence only after prior written approval by the COUNTY PROJECT MANAGER has been secured. The key personnel for performance of this PROJECT are:

< list of key personnel >

ARTICLE AII • SERVICES TO BE PROVIDED

A. CONTRACT DELIVERABLES

< provide a list of all contract deliverables along with the task and phase the deliverable is associated with >

B. PHASE I SERVICES

< provide the scope of services here >

APPENDIX B • ARTICLE BI • INTRODUCTION

The Engineer shall perform the covenants set forth in Appendix A, Scope of Services in accordance with the performance requirements of Article V of this agreement and with the following Schedule of Services. All Covenants set forth in this agreement shall be completed by < expiration date >, unless extended by supplemental agreement.

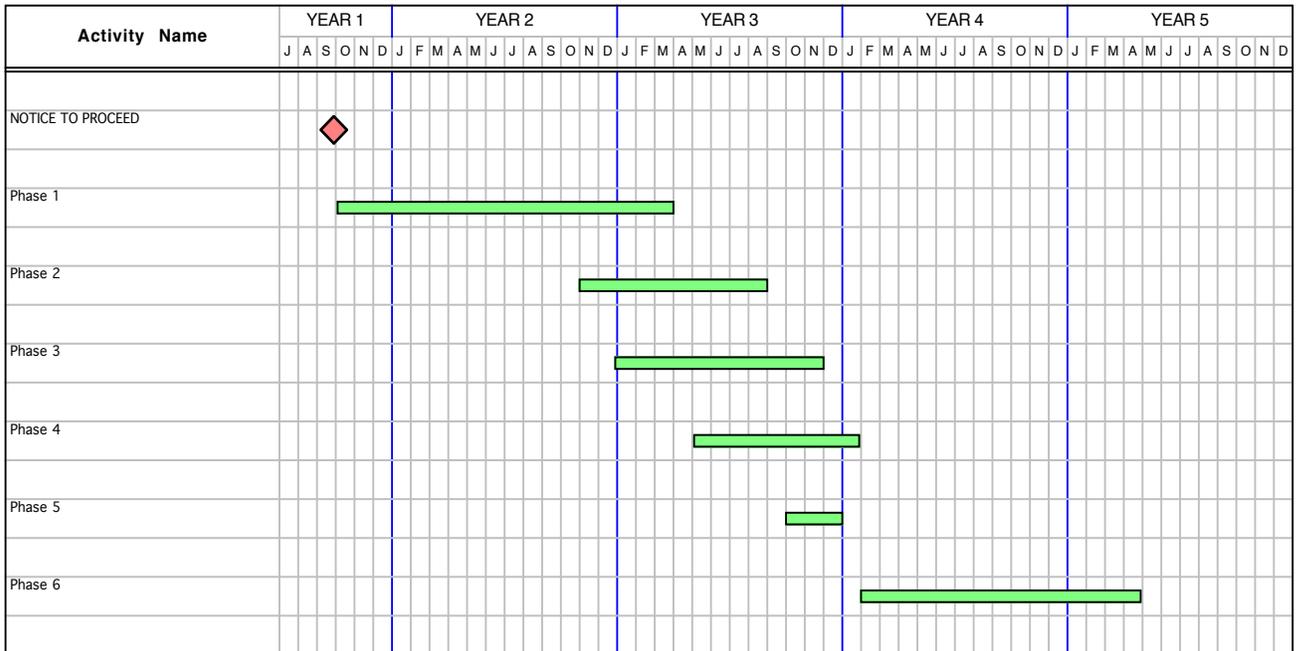
A. PHASES

The Schedule is divided into the following < # > phases:

- 1. < list phases here >

B. GANTT CHART

A gantt chart is provided below that graphically illustrates the sequencing and completion time for the project phases. < place a table or gantt chart as shown in the sample below >



Satisfactory performance and completion of the Services under this Agreement shall be compensated based upon actual costs plus a fixed fee. COUNTY will reimburse ENGINEER for actual costs (including labor costs, overhead, and other direct costs) incurred by ENGINEER in performance of the work, exclusive of any fixed fee. A prorata portion of ENGINEER's fixed fee shall be included in the progress payments. Actual costs shall not exceed the estimated costs without prior written agreement between COUNTY and ENGINEER.

APPENDIX C • ARTICLE CI • ELEMENTS OF COMPENSATION

Compensation for the Services will be comprised of the following elements: DIRECT LABOR COSTS, FEES, OTHER DIRECT COSTS and OUTSIDE SERVICES.

A. DIRECT LABOR COSTS

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

1. Direct Salary Costs

Direct Salary Costs are the base salaries and wages actually paid to the ENGINEER's personnel directly engaged in performance of the Services under the Agreement. Salary rates for specific employees shall be provided on the Fee Proposal Worksheets included in ARTICLE CV • COST PROPOSAL. All Salary rates shall be in effect for three years following the effective date of the Agreement. Thereafter, ENGINEER may request adjustments to individual rates on an annual basis. ENGINEER shall notify COUNTY in writing requesting a change in the rates included herein. All adjustments to rates shall be subject to approval by the County Director of Transportation, or his designee.

2. Multiplier

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

PAYROLL ADDITIVES < # > %

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

OVERHEAD COSTS < # > %

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

TOTAL MULTIPLIER..... < # > %
(sum of Payroll Additives and Overhead Costs)

B. FIXED FEE

1. The Total Fixed Fee payable to the ENGINEER is < \$ # > (PRIME CONSULTANT Profit)
2. A pro-rata share of the Fixed Fee shall be applied to the total Direct Labor Costs expended for services each month, and shall be included on each monthly invoice.

C. OTHER DIRECT EXPENSES

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

Rates for identified Additional Direct Costs are as follows:

Item	Rate	Unit
------	------	------

< list direct costs with rates here >

Travel by air and travel in excess of 100 miles from ENGINEER’s office nearest to COUNTY’s office must have COUNTY’s prior written approval to be reimbursed under this Agreement.

D. OUTSIDE SERVICES

Outside services shall be paid in accordance with the cost proposals submitted by each Subconsultant. Billings for Outside Services shall be submitted along with the Prime Consultant’s monthly Progress Report/Billing submittals and shall be in conformance with the COUNTY Engineering Services Invoicing Procedures.

ARTICLE CII • DIRECT SALARY RATES

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

A. PREMIUM OVERTIME

Direct Salary Rates shall be applicable to both straight time and overtime work, unless payment of a premium for overtime work is required by law, regulation or craft agreement, or is otherwise specified in this

1 Agreement. In such event, the premium portion of Direct Salary Costs will not be subject to the Multiplier.

2 **B. SALARY RATES**

3 All Salary rates shall be in effect for three years following the effective date of the Agreement. Thereafter,
4 ENGINEER may request adjustments to individual rates on an annual basis. ENGINEER shall notify
5 COUNTY in writing requesting a change in the rates included herein. All adjustments to rates shall be subject
6 to approval by the County Director of Transportation, or his designee.

7 POSITION OR CLASSIFICATION MAXIMUM HOURLY RATES

8 Project Manager < \$ # > hour

9 < list other positions > < \$ # > hour

10 The above rates are for ENGINEER only. All rates for subconsultants to ENGINEER will be in accordance
11 with the subconsultants cost proposal.

12 **ARTICLE CIII • INVOICING**

13 ENGINEER shall submit invoices in accordance with the Engineering Services Agreement ARTICLE VI •
14 COMPENSATION and with the following requirements.

- 15 1. Charges shall be billed in accordance with the terms and rates included herein, unless otherwise
- 16 agreed in writing by the County Contract Administrator.
- 17 2. Base Work and Extra Work shall be charged separately, and the charges for each Phase listed in
- 18 Appendix B, Schedule of Services, shall be listed separately. The charges for each individual
- 19 assigned under this Agreement shall be listed separately.
- 20 3. Charges of \$500.00 or more for any one item of Additional Direct Costs shall be accompanied by
- 21 substantiating documentation such as invoices, telephone logs, etc.
- 22 4. Each invoice shall indicate payments to DBE subconsultants or supplies by dollar amount and as a
- 23 percentage of the total invoice and shall state the DBE goals as a percentage of Total Agreement
- 24 Value.
- 25 5. Each invoice shall bear a certification signed by the Engineering Contract Manager or an officer of
- 26 the firm which reads as follows:

27 I hereby certify that the hours and salary rates charged in this invoice are the actual hours and
28 rates worked and paid to the employees listed.

29 **ARTICLE CIV • PAYMENT**

1 Progress payments shall be made in accordance with the Engineering Services, Agreement ARTICLE VI •
2 COMPENSATIONS.

3 **ARTICLE CV • COST PROPOSAL**

4 The following cost proposal reflects the negotiated targeted contract amount. The cost proposal will serve as a
5 guideline and reference document during the execution of this contract. ENGINEER shall be compensated in
6 accordance with the rates provided. The total amount of the contract is not to exceed < \$ # > including a < \$ # >
7 contingency. Reimbursement is to be made at actual cost plus fixed fee, however, billing shall not exceed the
8 rates provided in Section B above or the rates provided in the attached Fee Proposal Worksheets below. Written
9 approval from the COUNTY PROJECT MANAGER is required to expend any contingency funds.

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Work Breakdown Structure

Contents

- Project Development revised Chart of Accounts
A simplified version of a chart of accounts used by TLMA for accounting purposes. It is offered as a guide for segmenting project costs in a consistent manner and provides a basic work breakdown structure for a typical RCTD project.
- RCTD Program Level Schedule Activities
Provides a listing and related codes for a standard set of tasks/activities that are used by RCTD to track schedules for the Transportation Departments Capital Improvement Program (TIP).
- Link to Caltrans website containing a detailed Work Breakdown Structure (WBS) provided as a guide for the processing of a federally funded projects.

www.dot.ca.gov/hq/projmgmt/guidance.htm

PROJECT DEVELOPMENT ACTIVITY CODES

CODE	DESCRIPTION
Z1000	SURVEY (PHASE A)
Z1055	Preliminary Survey
Z1260	Design Survey
Z1000	DESIGN ENGINEERING (PHASE B)
Z1001	Design Management
Z1002	Management & Oversight
Z1003	Coordination (PDT's, functional divisions, agencies, utilities, public, partnering, etc...)
Z1004	Project Controls (scope, schedule, finance)
Z1005	Conceptual Design (Project Study Report)
Z1010	Research & Data Collection (as-builts, env studies, field reviews, utilities, right-of-way, etc...)
Z1030	Planning Studies (traffic, accident history, etc...)
Z1040	Alternative Concepts (reports, geometric drawings, estimates, analysis, recommendations, etc...)
Z1050	Preliminary Design (Project Report)
Z1150	Engineering Studies (hydrology, drainage, geotech, pavement, foundation, seismic, etc...)
Z1210	Preliminary Plans
Z1240	Preliminary Engineer's Estimate & Quantity Calcs
Z1235	Preliminary Engineering Review
Z1255	Final Design (PS&E)
Z1275	Final Plans
Z1380	Specifications & Special Provisions
Z1385	Engineer's Estimate & Quantity Calcs
Z1355	Certifications & Exceptions
Z1365	PS&E Review & Approval Processing
Z1370	Permit Processing (Caltrans, other agencies)
Z1500	ENVIRONMENTAL (PHASE C)
Z1501	Management & Oversight
Z1510	Document Preparation
Z1530	Processing / Review
Z1535	Special Studies
Z1610	Mitigation
Z1660	Permits / Agreements
Z2000	RIGHT-OF-WAY (PHASE D)
Z2035	Right-of-way Engineering
Z2065	Right-of-way Acquisition / Possession
Z2500	UTILITIES (PHASE E)
Z2520	Utility Relocations (cost related to actual relocation only, do not include coordination or research)
Z2530	Utility Services
Z3000	CONSTRUCTION ENGINEERING (PHASE F)
Z3006	Construction Contract Bid & Award Processing
Z3065	Construction Design Coordination
Z3120	Construction Claims Resolution
Z3125	As -Builts

Caltrans Phase	Group Code Range	Group Category	Code	Description (Less Detailed)	Code	Description (Detailed)	Scheduled Tasks
	100-149	Removed From TIP	100	Project was Dropped	100	Project was Dropped	
			110	Project was Annexed/Incorporated	110	Project was Annexed/Incorporated	Manually Set Removal Status
			120	Project was Conditioned to Developer	120	Project was Conditioned to Developer	
	150-189	Inactive	150	Project is On Hold	150	Project is On Hold	
			160	Project is On Hold (Pending Funding)	160	Project is On Hold (Pending Funding)	Manually Set Inactive Status
			170	Other	170	Other	
	190-199	Not Started	190	Pending Project Start	190	Pending Project Start	Auto Set if No Progress
K	200-299	Project Initiation	200	Pending Inter-Agency Agreements	200	Pending Inter-Agency Agreements	
			210	Preparing Inter-Agency Agreements	210	Preparing Inter-Agency Agreements	210 Inter-Agency Agreements
			220	Pending Design/Environmental Funding Authorization	220	Pending Design/Environmental Funding Authorization	
			230	Obtaining Design/Environmental Funding Authorization	230	Obtaining Design/Environmental Funding Authorization	230 Fund Authorization - DES/ENV
			240	Pending Design/Environmental Consultant Procurement	240	Pending Design/Environmental Consultant Procurement	
			250	Procuring Design/Environmental Consultant	250	Procuring Design/Environmental Consultant	250 Procure Consultant - DES/ENV
			260	Pending Conceptual Design Alternatives	260	Pending Conceptual Design Alternatives	
			270	Preparing Conceptual Design Alternatives	270	Preparing Conceptual Design Alternatives	270 Conceptual Design
			280	Pending Project Study Report	280	Pending Project Study Report	
			290	Preparing Project Study Report	290	Preparing Project Study Report	290 Project Study Report
0	300-399	PA & ED (Project Approval & Environmental Document)	300	Pending Right-of-Entry	300	Pending Right-of-Entry	
			305	Obtaining Right-of-Entry	305	Obtaining Right-of-Entry	305 Right-of-Entry
			310	Pending Preliminary Survey	310	Pending Preliminary Survey	
			315	Performing Preliminary Surveys	315	Performing Preliminary Survey	315 Preliminary Survey
			320	Pending Environmental Documents	320	Pending Environmental Documents	
			330	Preparing Environmental Documents	330	Preparing Environmental Documents	330 Environmental Docs
			340	Pending Preliminary Plans	340	Pending Preliminary Plans	
			350	Preparing Preliminary Plans	350	Preparing Preliminary Plans	350 Preliminary Design
			360	Pending Project Report	360	Pending Project Report	
			370	Preparing Project Report	370	Preparing Project Report	370 Project Report
			380	Pending Environmental Permits	380	Pending Environmental Permits	
			390	Processing Environmental Permits	390	Processing Environmental Permits	390 Environmental Permits
1	400-499	Design	400	Pending Final Plans Specs. & Estimates	400	Pending Final Plans Specs. & Estimates	
			410	Preparing Final Plans Specs. & Estimates	410	Preparing Final Plans Specs. & Estimates	410 Final Design (PS&E)
2	500-599	Right-of-Way/Utilities	500	Pending Right-of-Way Funding Authorization	500	Pending Right-of-Way Funding Authorization	
			510	Obtaining Right-of-Way Funding Authorization	510	Obtaining Right-of-Way Funding Authorization	510 Fund Authorization - ROW
			520	Pending Right-of-Way Engineering Docs.	520	Pending Right-of-Way Engineering Docs.	
			530	Preparing Right-of-Way Engineering Docs.	530	Preparing Right-of-Way Engineering Docs.	530 Right-of-Way Engineering
			540	Pending Right-of-Way Possession	540	Pending Right-of-Way Possession	
			550	Obtaining Right-of-Way Possession	550	Obtaining Right-of-Way Possession	550 Right-of-Way Possession
			560	Pending Utility Relocations	560	Pending Utility Relocations	
			570	Relocating Utilities	570	Relocating Utilities	570 Utility Relocations
3	600-699	Award Processing	600	Pending Encroachment Permits	600	Pending Encroachment Permits	
			610	Obtaining Encroachment Permits	610	Obtaining Encroachment Permits	610 Encroachment Permits
			620	Pending Construction Funding Authorization	620	Pending Construction Funding Authorization	
			630	Obtaining Construction Funding Authorization	630	Obtaining Construction Funding Authorization	630 Fund Authorization - CON
			640	Pending Award Process	640	Pending Award Process	
			650	Processing Award	650	Processing Award	650 Award Process
3	700-799	Construction	700	Pending Construction Management Consultant Procurement	700	Pending Construction Management Consultant Procurement	
			710	Procuring Construction Management Consultant	710	Procuring Construction Management Consultant	710 Procure Consultant - CM
			720	Pending Construction	720	Pending Construction	
			730	Under Construction	730	Under Construction	730 Construction
			740	Pending Final Seal Coat	740	Pending Final Seal Coat	
			750	Placing Final Seal Coat	750	Placing Final Seal Coat	750 Final Seal Coat
			760	Pending Landscape Establishment	760	Pending Landscape Establishment	
			770	Monitoring Landscape Establishment	770	Monitoring Landscape Establishment	770 Landscape Establishment
3	800-899	Project Close-Out	800	Pending Notice of Completion	800	Pending Notice of Completion	
			810	Processing Notice of Completion	810	Processing Notice of Completion	810 Notice of Completion
			820	Pending Final Progress Report	820	Pending Final Progress Report	
			830	Preparing Final Progress Report	830	Preparing Final Progress Report	830 Final Progress Report
			840	Pending Close-Out Process	840	Pending Close-Out Process	
			850	Processing Project Close-Out	850	Processing Close-Out	850 Project Close-Out
			855	Administrative Functions Only	855	Administrative Functions Only	
			860	Claims Resolution	860	Claims Resolution	
			865	Processing Acceptance into Road System	865	Processing Acceptance Into Road System	Manually Set Close-Out Status
			870	Obtain Right-of-Way Ownership	870	Obtain Right-of-way Ownership	
	900-909	Project Completed	900	Project Completed	900	Project Completed	Auto if all tasks complete or can be Manually Set

Scope of Services Samples

Contents

- Introduction
- Scope Form Templates (Hardcopy Prints are included in this appendix)
- Scopes for Specific Tasks (Prints are not included in this appendix)
- Scopes by Project Types (Prints are not included in this appendix)

Note: All Scope samples & templates are provided in MS Word format

Introduction

This appendix is an archive of Scopes of Services electronic files obtained from prior consultant agreements used to perform services for RCTD. These scopes are provided as samples and/or starting points to facilitate the preparation of contract scopes of services. It is common to use consultants for similar types of work and therefor common to use similar scopes. The scopes are provided in this appendix in three groups.

Scope Form Templates

These templates are simple word templates preformatted for use to prepare a scope of service. Hardcopy printouts of these samples are included in this appendix. The remaining scope samples are provided as electronic templates only and hardcopy printouts are not included in this appendix.

Scopes for Specific Tasks

These templates provide scopes for specific tasks. Some of the samples provided include:

- Geotechnical
- Landscaping
- Public Outreach
- Utility Coordination

Scopes by Project Types

These templates include samples that provide significant services that involve multiple tasks. Some of the types of contract samples provided in this category include:

- Bridge Replacement
- Construction Management
- Railroad Grade Separations
- Interchange Replacement
- Roadway Extension
- Roadway Realignment
- Roadway Widening

APPENDIX A • SCOPE OF SERVICES

TABLE OF CONTENTS

APPENDIX A • ARTICLE AI • INTRODUCTION 1

A. Description 1

B. Coordination..... 1

C. Standards 1

D. Key Personnel 1

ARTICLE AII • PROJECT ADMINISTRATION 1

A. Project Management..... 1

B. Cost Accounting..... 1

C. Scheduling 2

ARTICLE AIII • SCOPE OF WORK 2

A. < TASK 1 > 2

B. < TASK 2 > 2

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APPENDIX A • ARTICLE AI • INTRODUCTION

A. DESCRIPTION

Services provided under this contract will be performed on an on-call basis to the Riverside County Transportation Department for transportation related WORK ASSIGNMENTS located throughout Riverside County. ENGINEER will provide technical, administrative, managerial and other types of services in support of day-to-day operations of COUNTY staff.

B. COORDINATION

ENGINEER may be required to coordinate with other involved agencies. Coordination may include, but will not necessarily be limited to the following:

- Relevant Cities
- CALTRANS
- Regional Water Quality Control Board
- Federal Highway Administration
- Federal and State Resource Agencies
- Utility Companies

All meetings with outside agencies will be scheduled by ENGINEER with approval of COUNTY.

C. STANDARDS

Standards will be determined on an assignment by assignment basis.

D. KEY PERSONNEL

The ENGINEER has represented to the COUNTY that certain key personnel will perform the services and if one or more of such personnel should become unavailable, ENGINEER may substitute other personnel of at least equal competence only after prior written approval by the COUNTY CONTRACT MANAGER has been secured. The key personnel for performance on this contract are:

Name	Position
< Name >	< Position >

ARTICLE AII • PROJECT ADMINISTRATION

A. PROJECT MANAGEMENT

1. The ENGINEERING CONTRACT MANAGER will maintain ongoing liaison with the COUNTY CONTRACT MANAGER and other effected agencies to promote effective coordination during the course of working on assignment.

B. COST ACCOUNTING

1. The ENGINEER will prepare monthly reports of expenditures for each on-call assignment. Expenditures

1 include direct labor costs, other direct costs and subconsultant costs. These reports will be included as
2 supporting data for invoices presented to the COUNTY every month.

3 **C. SCHEDULING**

- 4 1. Schedules will be prepared for each specific assignment.

5 **ARTICLE AIII • SCOPE OF WORK**

6 The scope of work for this contract is to provide on-call services to the Riverside County Transportation
7 Department for transportation related WORK ASSIGNMENTS located throughout Riverside County. Services will
8 be performed at the request of the COUNTY CONTRACT MANAGER. ENGINEER and/or COUNTY shall
9 prepare a written scope of work and schedule for each WORK ASSIGNMENT. ENGINEER and COUNTY shall
10 negotiate and establish a budget that is consistent with the scope of work and the ENGINEER's billing rates as
11 provided in Appendix C. Each WORK ASSIGNMENT shall be memorialized in writing and approved by the
12 Director of Transportation and by the ENGINEERING CONTRACT MANAGER or authorized designee's. The
13 yearly sum of the authorized budget for ENGINEER's WORK ASSIGNMENTS shall not exceed the maximum
14 annual amount as defined in Appendix C.

15 < General description of services to be provided >

16 **A. < TASK 1 >**

17 < Description/details of Task 1 >

18 **B. < TASK 2 >**

19 < Description/details of Task 2 >

APPENDIX A • SCOPE OF SERVICES

TABLE OF CONTENTS

A. PROJECT Description 1

B. Location 1

C. Coordination 1

D. Phases 1

E. Standards 1

F. Key Personnel 1

ARTICLE AII • SERVICES TO BE PROVIDED 1

A. Contract Deliverables 1

B. Phase I Services 1

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APPENDIX A • ARTICLE AI • INTRODUCTION

A. PROJECT DESCRIPTION

< description >

B. LOCATION

< written description or vicinity map>

C. COORDINATION

ENGINEER shall coordinate with other involved agencies for compatible design and phasing of construction with existing conditions. Coordination may include, but will not necessarily be limited to the following:

- < list of agencies proposed for coordination >

All meetings with other outside agencies will be scheduled by ENGINEER with approval of COUNTY.

D. PHASES

The services performed by ENGINEER will be accomplished in < # > Phases:

< list of phases this contract is broken down into >

Phases I will proceed upon written notice to proceed. The remaining phases will not proceed until authorized in writing by COUNTY.

E. STANDARDS

< identify standards to be used for the contract >

All Documents shall be prepared using English standards and dimensions.

F. KEY PERSONNEL

The ENGINEER has represented to the COUNTY that certain key personnel will perform the services and if one or more of such personnel should become unavailable, ENGINEER may substitute other personnel of at least equal competence only after prior written approval by the COUNTY PROJECT MANAGER has been secured. The key personnel for performance of this PROJECT are:

< list of key personnel >

ARTICLE AII • SERVICES TO BE PROVIDED

A. CONTRACT DELIVERABLES

< provide a list of all contract deliverables along with the task and phase the deliverable is associated with >

B. PHASE I SERVICES

< provide the scope of services here >

AMENDMENT 1 • APPENDIX A1 • ADDITIONAL SERVICES

TABLE OF CONTENTS

ARTICLE A1 • INTRODUCTION..... 1

A. SECTION TITLE 1

 1.00 Sample Table 1

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AMENDMENT 1 • APPENDIX A1 • SCOPE FOR ADDITIONAL ? SERVICES

ARTICLE AI • INTRODUCTION

A. SECTION TITLE

Text

1.00 Sample Table

	Original Budget:	Add Proposed:	% Increase:	Total at Completion:
COMPANY 1	\$100,000	\$50,000	50%	\$150,000
COMPANY 2	\$100,000	\$50,000	50%	\$150,000
TOTAL	\$200,000	\$100,000	50%	\$300,000
Company 1, Company 2 Text				

Text

Deliverable: • *Title of Deliverable*

Scheduling Guides

Contents

- Introduction
- Scheduling Documents
 - Schedule Preparation template (*MS Excel*)
 - Schedule Tracking Summary template (*MS Excel*)
 - RCTD Program Level Schedule Activities
- Sample Program Level Schedule

Introduction

Project schedules are needed to adequately monitor work progress on projects. Consultants are expected to develop detailed schedules that can be used by the Contract Administrator to track the progress of the Consultant work. Consulting services may, however, only be a part of the of the overall project and represent only a portion of the schedule. RCTD has developed several schedule tracking forms that are intended to facilitate the tracking of the entire project consistent with typical needs for RCTD projects and in a manner that facilitates managing individual projects as part of the overall capital improvement program.

Schedule Preparation Template

This template has been prepared to assist in the initial preparation of a project schedule. The template lists the key scheduling tasks and allows for the quick mockup of a project schedule.

Schedule Tracking Summary

This template is part of the on-going project tracking information that is provided by the Consultant at regular PDT meetings. It provides an overview of the status of certain key milestones and monitors slippage on a monthly basis.

RCTD Program Level Schedule Activities

This template also contains a listing of the standard scheduling tasks but additionally includes the relevant task and status code information.

PROJECT SCHEDULE SUMMARY

PROJECT:	PROGRESS UPDATE NUMBER:
CONSULTANT:	DATE:

MILESTONES	TARGET	LAST MONTH	THIS MONTH	SLIP	
				FROM TARGET	FROM LAST MO
	Date	Date	Date	Days	Days

PA&ED

Complete Environmental Studies					
Approval of Geometry & Bridge Types					
Circulate Draft Environmental Document					
Approval of Final Environmental Document					

PS&E

Start Final PS&E					
Submit 60% PS&E					
Submit 95% PS&E					
Submit 100% PS&E					

RIGHT-OF-WAY

Complete Right-of-way Requirements					
Start Appraisals					
Start Offers					
Obtain Certification					

AWARD

Ready to List					
Award					

CONSTRUCTION

Notice to Proceed					
Substantially Complete					

DEADLINE	DUE ON
	Date

DEADLINES

Group Code Range	Group Category	Code	Description (Less Detailed)	Code	Description (Detailed)
100-149	Removed From TIP	100	Project was Dropped	100	Project was Dropped
		110	Project was Annexed/Incorporated	110	Project was Annexed/Incorporated
		120	Project was Conditioned to Developer	120	Project was Conditioned to Developer
150-189	Inactive	150	Project is On Hold	150	Project is On Hold
		160	Project is On Hold (Pending Funding)	160	Project is On Hold (Pending Funding)
		170	Other	170	Other
190-199	Not Started	190	Pending Project Start	190	Pending Project Start
K	Project Initiation	210	Preparing Inter-Agency Agreements	200	Pending Inter-Agency Agreements
		220	Pending Design/Environmental Funding Authorization	210	Preparing Inter-Agency Agreements
		230	Obtaining Design/Environmental Funding Authorization	220	Pending Design/Environmental Funding Authorization
		240	Pending Design/Environmental Consultant Procurement	230	Obtaining Design/Environmental Funding Authorization
		250	Procuring Design/Environmental Consultant	240	Pending Design/Environmental Consultant Procurement
		260	Pending Conceptual Design Alternatives	250	Procuring Design/Environmental Consultant
0	PA & ED (Project Approval & Environmental Document)	270	Preparing Conceptual Design Alternatives	260	Pending Conceptual Design Alternatives
		270	Preparing Conceptual Design Alternatives	270	Preparing Conceptual Design Alternatives
		280	Pending Project Study Report	270	Preparing Conceptual Design Alternatives
		290	Preparing Project Study Report	280	Pending Project Study Report
		290	Preparing Project Study Report	290	Preparing Project Study Report
		300	Pending Right-of-Entry	290	Preparing Project Study Report
1	Design	305	Obtaining Right-of-Entry	300	Pending Right-of-Entry
		305	Obtaining Right-of-Entry	305	Obtaining Right-of-Entry
		310	Pending Preliminary Survey	305	Obtaining Right-of-Entry
		315	Performing Preliminary Surveys	310	Pending Preliminary Survey
		315	Performing Preliminary Surveys	315	Performing Preliminary Survey
		320	Pending Environmental Documents	315	Performing Preliminary Surveys
		320	Pending Environmental Documents	320	Pending Environmental Documents
2	Right-of-Way/Utilities	330	Preparing Environmental Documents	320	Pending Environmental Documents
		330	Preparing Environmental Documents	330	Preparing Environmental Documents
		340	Pending Preliminary Plans	330	Preparing Environmental Documents
		350	Preparing Preliminary Plans	340	Pending Preliminary Plans
		350	Preparing Preliminary Plans	350	Preparing Preliminary Plans
		360	Pending Project Report	350	Preparing Preliminary Plans
		360	Pending Project Report	360	Pending Project Report
3	Award Processing	370	Preparing Project Report	370	Preparing Project Report
		370	Preparing Project Report	370	Preparing Project Report
		380	Pending Environmental Permits	370	Preparing Project Report
3	Construction	390	Processing Environmental Permits	380	Pending Environmental Permits
		390	Processing Environmental Permits	390	Processing Environmental Permits
		400	Pending Final Plans Specs. & Estimates	390	Processing Environmental Permits
		410	Preparing Final Plans Specs. & Estimates	400	Pending Final Plans Specs. & Estimates
		410	Preparing Final Plans Specs. & Estimates	410	Preparing Final Plans Specs. & Estimates
3	Project Close-Out	500	Pending Right-of-Way Funding Authorization	410	Preparing Final Plans Specs. & Estimates
		510	Obtaining Right-of-Way Funding Authorization	500	Pending Right-of-Way Funding Authorization
		510	Obtaining Right-of-Way Funding Authorization	510	Obtaining Right-of-Way Funding Authorization
		520	Pending Right-of-Way Engineering Docs.	510	Obtaining Right-of-Way Funding Authorization
		520	Pending Right-of-Way Engineering Docs.	520	Pending Right-of-Way Engineering Docs.
3	Project Close-Out	530	Preparing Right-of-Way Engineering Docs.	530	Preparing Right-of-Way Engineering Docs.
		540	Pending Right-of-Way Possession	530	Preparing Right-of-Way Engineering Docs.
		540	Pending Right-of-Way Possession	540	Pending Right-of-Way Possession
3	Project Close-Out	550	Obtaining Right-of-Way Possession	550	Obtaining Right-of-Way Possession
		550	Obtaining Right-of-Way Possession	550	Obtaining Right-of-Way Possession
		560	Pending Utility Relocations	560	Pending Utility Relocations
3	Project Close-Out	570	Relocating Utilities	570	Relocating Utilities
		600	Pending Encroachment Permits	570	Relocating Utilities
		610	Obtaining Encroachment Permits	600	Pending Encroachment Permits
3	Project Close-Out	610	Obtaining Encroachment Permits	610	Obtaining Encroachment Permits
		620	Pending Construction Funding Authorization	610	Obtaining Encroachment Permits
		620	Pending Construction Funding Authorization	620	Pending Construction Funding Authorization
3	Project Close-Out	630	Obtaining Construction Funding Authorization	630	Obtaining Construction Funding Authorization
		640	Pending Award Process	630	Obtaining Construction Funding Authorization
		640	Pending Award Process	640	Pending Award Process
3	Project Close-Out	650	Processing Award	650	Processing Award
		650	Processing Award	650	Processing Award
		700	Pending Construction Management Consultant Procurement	650	Processing Award
3	Project Close-Out	710	Procuring Construction Management Consultant	700	Pending Construction Management Consultant Procurement
		710	Procuring Construction Management Consultant	710	Procuring Construction Management Consultant
		720	Pending Construction	710	Procuring Construction Management Consultant
		720	Pending Construction	720	Pending Construction
3	Project Close-Out	730	Under Construction	730	Under Construction
		740	Pending Final Seal Coat	730	Under Construction
		740	Pending Final Seal Coat	740	Pending Final Seal Coat
3	Project Close-Out	750	Placing Final Seal Coat	750	Placing Final Seal Coat
		750	Placing Final Seal Coat	750	Placing Final Seal Coat
		760	Pending Landscape Establishment	760	Pending Landscape Establishment
3	Project Close-Out	770	Monitoring Landscape Establishment	770	Monitoring Landscape Establishment
		770	Monitoring Landscape Establishment	770	Monitoring Landscape Establishment
		800	Pending Notice of Completion	800	Pending Notice of Completion
3	Project Close-Out	810	Processing Notice of Completion	810	Processing Notice of Completion
		810	Processing Notice of Completion	810	Processing Notice of Completion
		820	Pending Final Progress Report	820	Pending Final Progress Report
3	Project Close-Out	830	Preparing Final Progress Report	830	Preparing Final Progress Report
		830	Preparing Final Progress Report	830	Preparing Final Progress Report
		840	Pending Close-Out Process	840	Pending Close-Out Process
3	Project Close-Out	850	Processing Project Close-Out	850	Processing Close-Out
		850	Processing Project Close-Out	850	Processing Close-Out
		855	Administrative Functions Only	855	Administrative Functions Only
		860	Claims Resolution	860	Claims Resolution
		865	Processing Acceptance into Road System	865	Processing Acceptance into Road System
3	Project Close-Out	870	Obtain Right-of-Way Ownership	870	Obtain Right-of-way Ownership
		870	Obtain Right-of-Way Ownership	870	Obtain Right-of-way Ownership
900-909	Project Completed	900	Project Completed	900	Project Completed

Manually Set Removal Status

Manually Set Inactive Status

Auto Set if No Progress

210 Inter-Agency Agreements

230 Fund Authorization - DES/ENV

250 Procure Consultant - DES/ENV

270 Conceptual Design

290 Project Study Report

305 Right-of-Entry

315 Preliminary Survey

330 Environmental Docs

350 Preliminary Design

370 Project Report

390 Environmental Permits

410 Final Design (PS&E)

510 Fund Authorization - ROW

530 Right-of-Way Engineering

550 Right-of-Way Possession

570 Utility Relocations

610 Encroachment Permits

630 Fund Authorization - CON

650 Award Process

710 Procure Consultant - CM

730 Construction

750 Final Seal Coat

770 Landscape Establishment

810 Notice of Completion

830 Final Progress Report

850 Project Close-Out

Manually Set Close-Out Status

Auto if all tasks complete or can be Manually Set

Estimating Guides

Contents

- Introduction
 - Estimate Stages
 - Conceptual & Planning Estimates
 - Preliminary Estimate
 - Engineers Estimate
 - Caltrans
- Attachments
 - Engineer Estimate Guide
 - Preliminary Estimate Template *(MS Excel)*
 - Engineer Estimate Template *(MS Excel)*
 - Engineer Estimate Template (Segmented) *(MS Excel)*

Introduction

The philosophy of project cost estimating is to produce the best cost estimates reflective of the project risks using the most accurate and complete project and pricing information available at the time the estimate is prepared.

It is difficult to generate cost estimates for transportation projects that remain accurate throughout the entire project life cycle, particularly when comparing early conceptual estimates to the actual final cost of the completed project. Project cost estimates, in a way, are never really completed; they essentially are continually being updated to keep them current. However, developing quality estimates that can be relied on is important for many reasons:

- RCTD's programming and budgeting depends on reasonable project estimates.
- The Transportation Improvement Program has limited funding and budgets all available dollars. Overruns on one project forces something else to be unfunded. Underruns leaves funding in the bank thereby neglecting potential important improvements.
- County budgeting affects local and regional planning.
- Budget estimates are widely circulated to the Board, media and public.
- Poor estimates can cause a loss of credibility

Applying consistent formatting and standardized processes to each estimate enhances the efficiency, accuracy, reliability, and credibility of cost estimates. It also improves the ability to review and compare estimates at different stages of the project life cycle. In the current economic climate of greater-than-ever strains on public funds, the pressure to accurately estimate the ultimate cost of a project is increasing. An accurate and complete cost estimate goes a long way toward supporting the successful delivery of a project within its approved budget.

In summary, good engineering estimates are important. Take the time to do a quality estimate, consistent with the need, and everyone benefits.

Estimate Stages

Estimates represent our best expectation of cost based on the data available. Consequently, estimates become inherently more accurate as a project develops and greater details are available. Typically, cost estimates are prepared at four stages of a project.

The Conceptual Stage is when an improvement is desired and estimates are developed to secure funding and program the improvements. This is typically the stage in which estimates used in the TIP are generated.

The Planning Estimate Stage is when an improvement has been programmed and assigned to a Project Manager. The Project Manager reviews/develops a more thorough scope of work with the RCTD functional groups and validates that the available funding is adequate and that the intended purpose of the project can be accomplished.

The Preliminary Estimate Stage is when technical engineering and environmental studies have been complete, various alternatives have been evaluated and decisions on the final alternative or scope of work are being determined.

The Engineers Estimate Stage is when engineering plans and project special provisions have been prepared. The quantities of work and materials are determined from the plans at various stages (65%, 95% & 100%) and used as the basis for calculating the Engineers Estimate.

STAGE	PURPOSE	METHODOLOGY
Conceptual 0% to 2%	Feasibility and/or programming	Historical cost of similar projects.
Planning 0% to 15%	Validation of project Feasibility and/or programming. Compiled in conjunction with initial in-depth scoping of project.	Historical cost of similar projects and/or historical unit cost for similar work.
Preliminary 25% to 35%	Refine cost based on field studies, technical studies, preliminary engineering and environmental analysis.	Cost based on initial quantities for large cost items. Contingency factors are included for lower cost items and a high contingency is used for the project.
Engineer's Estimate 65%, 95% & 100%	Used for project cost control during design. Establishes the funding requirements for award of the project. Used as a benchmark for comparison with contract bids.	Cost based on detailed quantity calculations and historic bid pricing. Each submittal should have successively lower contingency until final submittal at between 5% & 10%.

Project Cost Estimate Stages

Cost estimators must make assumptions in developing any estimate, particularly during the early stages of a project when much less information is known. All such assumptions should be documented clearly and comprehensively enough to readily establish the basis on which the estimate is built.

Project cost estimates should always reflect the entire scope of work for the project (e.g. engineering, property acquisition, construction).

Conceptual & Planning estimates

Use of historical costs of similar projects or work produces an estimate using various factors that define the cost of typical transportation infrastructure, such as cost per lane kilometer of roadway, cost per interchange, cost per square meter of a bridge structure, and cost per intersection. The historical costs used to develop these estimates come from previous relevant projects.

The appropriateness of this method depends largely on the extent of the project definition available, and the similarity between the new project and historical models. This approach is beneficial at the very early stages of project

development when little or no design information is available. This method can be refined somewhat if selection of relevant projects and assessment of the data is more tailored to the specifics of the project being estimated.

Costs from similar projects in the past provide an excellent source of information, but analysis of the data requires good judgment, both to select the most appropriate past project as a source, and to assess the accuracy of the historical data.

Here are some samples of the types or resources that can be developed and used to prepare estimates at this stage.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
DIVISION OF ENGINEERING SERVICES
DIVISION OF STRUCTURE ENGINEERING & DESIGN SUPPORT
OFFICE OF SPECIFICATIONS & ESTIMATES
P. O. BOX 94784
SACRAMENTO, CA 95824-0071

COMPARATIVE BRIDGE COSTS

JANUARY 2012

The following tabular data gives some general guidelines for structure type selection and its relative cost. These costs should be used just for preliminary estimates until more detailed information is developed.

These costs reflect the "bridge cost" only and do not include items such as: time related overhead, mobilization, bridge removal, approach stairs, slope paving, soundwalls or retaining walls.

The following factors must be taken into account when determining a price within the cost range:

Factors for Lower end of Price Range	Factors for Higher end of Price Range
Short spans, Low Structure Height, No Environmental Constraints, Large Project, No Aesthetic Issues, Dry Conditions, No Bridge Skew	Long spans, High Structure Height, Environmental Constraints, Small Project, Aesthetic Issues, Wet Conditions (cofferdams required), Skewed Bridges
Urban Location	Remote Location
Steel Abutment	Cast-in-place Abutment
Spread Footing	Pile Footing (Large Diameter Piling)
No Stage Construction	2 Stage Construction

Factors that will increase the price over the high end of the Price Range, 25%-100%:

- Structures with more than 2 construction stages
- Unique substructure construction
- Widening less than 15 ft.

STRUCTURAL SECTION	(STR. DEPTH / MAX SPAN)		COMMON SPAN RANGE feet	COST RANGE \$ / Square foot	REMARKS	
	SIMPLE	CONTINUOUS				
RC SLAB	0.06	0.045	16 - 44	115-345	THESE ARE THE MOST COMMON TYPES AND ACCOUNT FOR ABOUT 75% OF BRIDGES ON CALIFORNIA STATE HIGHWAYS.	
RC T-BEAM	0.07	0.065	40 - 60	120-200		
RC BOX	0.06	0.055	60 - 120	130-200		
CI/PPS SLAB	0.03	0.03	40 - 65	100-240		
CI/PPS BOX	0.045	0.04	100 - 250	100-225		
PC/PS SLAB (+3' AC)	0.03	0.03	20 - 50	125-250		
PC/PS SLAB (+3' AC)	0.06	0.055	30 - 120	120-230		
PC/PS T-Beam (+3' AC)	0.05	0.045	30 - 145	110-200		NO FALSEWORK REQUIRED.
BULB T GIRDER	0.055	0.05	50 - 120	110-190		
PC/PS BOX	0.06	0.045	120 - 200	140-250		
STRUCT STEEL GIRDER	0.045	0.04	60 - 300	170-425	NO FALSEWORK REQUIRED.	

NOTE: Removal of a box girder structure costs from \$8 - \$15 per square foot.
**Average Cost/SQFT are calculated using "Bridge Costs Only" as defined by the Federal Highway Administration

CVAG RACE
Construction Unit Costs
DRAFT #12/2015

Item	Description	Unit	Unit Cost from 2010 Update	Proposed Unit Cost for 2015 Update
1	Remove Existing Pavement	FT	\$2.50	\$1.00
2	Remove Existing Roadway	SQFT	\$2.00	\$2.10
3	Class 2 Aggregate Base 7" Thick	SQFT	\$0.65	\$0.50
4	Class 2 Aggregate Base 10" Thick	SQFT	\$0.95	\$1.15
5	Asphalt Concrete 1.5" Thick	SQFT	\$0.80	\$1.10
6	Asphalt Concrete 4.0" Thick	SQFT	\$1.00	\$2.40
7	Asphalt Concrete 5.0" Thick	SQFT	\$2.80	\$3.30
8	Common Excavation	CYDS	\$12.50	\$14.00
9	Concrete Curb	FT	\$12.00	\$14.00
10	Concrete Curb & Gutter	FT	\$20.00	\$25.00
11	Concrete Sidewalk 4" Thick x 6' Wide	SQFT	\$3.50	\$9.00
12	Reinforced Concrete Paving & Curb	SQFT	\$23.00	\$30.00
13	New Bridge Structure	SQFT	\$180.00	\$220.00
14	Widen Existing Bridge Structure	SQFT	\$150.00	\$350.00
15	Traffic Signals - for one intersection	EA	-	\$200,000.00
16	Pave Grade, Polymer Asphalt Concrete	SQFT	\$0.60	\$0.70
17	Cold-Plan Existing Roadway	SQFT	\$1.30	\$0.35

Legend:

Source:	Unit cost determined by data from project bids or provided by agencies
Source:	Unit cost determined by average % increase of other items

Source: Project Bid

- Adams Street Signal and Street Improvements (2015)
- Ave 33 Grade Separation
- Ave 54/86 S Interchange
- Clayton Street (2010)
- Fred Wang Between Adams and Fox Plains
- Graphic Arts Best Grade Separation (2013)
- Hay 111 Cook St. to Eastern Indian Wells
- Hay 111 Washington Street Interchange (2013)
- I-10 Interchange Drive (2010)
- I-10 Jefferson Street (2014)
- Jefferson St/Vanner Road
- Madison Street between Ave. 50 and 52
- Monroe St. Widening between Ave. 44 and 52
- Monterey Loop at I-10 Interchange
- Pavement Management Plan (2014)
- Phase 3 Highway 111 Improvements

Project Agency

- City of Indian Wells
- City of La Quinta
- City of Palm Springs
- City of Cathedral City
- CVAG

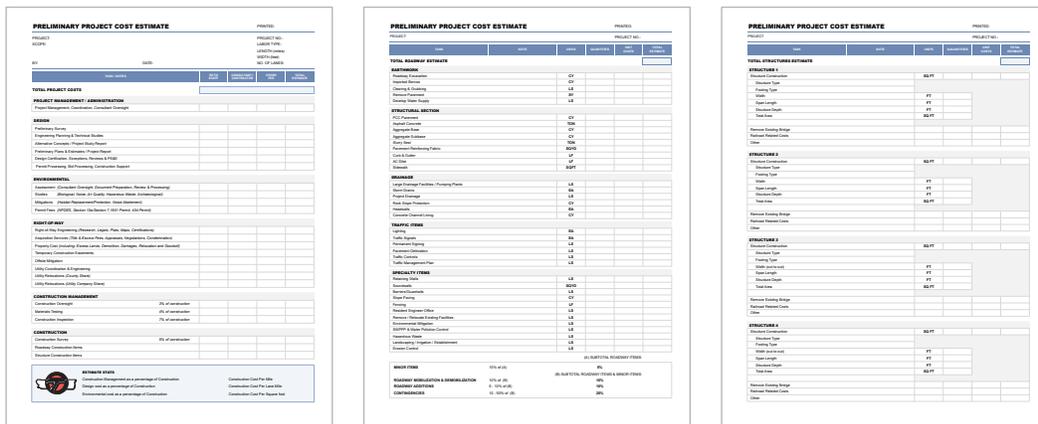
Sample Conceptual Estimate References

Preliminary Project Estimates

This method of estimating builds up the estimate of a project from the expected cost of its functional components and the specific details for each. The functional components are the building blocks (such as the design, the land acquisition, the project management, and the construction) and the specific details are the variables that need to be calculated (such as the construction quantities, property cost, design fees, and so on).

The preparation of preliminary estimates is facilitated by the use of standardized spreadsheet templates created by RCTD. These templates are made up of three sheets containing the following information:

1. Project Summary Sheet
2. Construction - Roadway
3. Construction - Structures



Preliminary Estimate Templates

The Preliminary Cost Estimate Template created by RCTD is intended to provide a comprehensive summary of the anticipated project cost. It is expected that assumptions and detailed quantity and cost calculations will be prepared on separate sheets and appended to the Preliminary Estimate Template sheets.

Generally, the construction sheets are the most important estimate items due to the fact that the construction usually represents the largest dollar value of the project. If you are familiar with the Caltrans Project Study Report and

Project Report cost estimating procedures, then the construction sheets should seem familiar. We have essentially reduced the forms used by Caltrans down to these three sheets (3 vs 11 sheets). The RCTD templates also allow you to segregate the cost of work to be performed by in-house staff versus work to be performed by consultants or contractors.

For the roadway items, you need to calculate quantities for a few high dollar items typically used on roadway projects and then add adequate contingency funds for the current stage of the estimate (i.e. the earlier the stage, the higher the contingency). The roadway items are subdivided into the following categories:

- Earthwork
- Structural Section
- Drainage
- Traffic Items
- Specialty Items
- Minor items, Mobilization, Additions, and contingencies

The Structure estimates are developed by calculating the area of the structure and then multiplying by a cost per area from similar types of structures on previously constructed projects.

Right-of-way and utilities costs are often the biggest unknown when it comes to estimating. Estimating usually involves the costing of land per some area unit (such as per square feet or per acre) and then applying this amount over the land to be acquired. Other items that are usually accounted for are the cost of buildings or houses including the costs of purchasing, demolition and the associated relocation expenses of the occupants.

Environmental estimates can also be difficult to produce at the early stage. The highest dollar costs of environmental activities is usually for mitigation costs and these are not known until after specific special studies are performed that

determine the need for mitigation. Estimates for the cost of preparing environmental documentation can be developed when a project has been field reviewed and it has been determined what type of environmental document is necessary and what special studies will be needed.

Design costs are calculated in various ways. Sometimes design budgets are created as a percentage of construction. Sometimes they are prepared by determining the number of plan sheets and assigning a cost per sheet. Sometimes a detailed list of tasks is prepared along with the man-hours required and an associated cost per man-hour applied. Using a percentage of construction is obviously easier than creating a list of tasks, however, when time permits it is recommend that costs be determined using the task/man-hour method. This is also consistent with the requirement of consultants submitting cost proposals in response to RCTD's Requests for Proposals.

Typical ranges for design costs as a percentage of construction.

- Total engineering: 8% to 12% of total construction cost
- Preliminary design: 1% to 3% of total construction cost
- Grading: 5% to 8% of estimated grade construction cost
- Paving: 4% to 7% of estimated paving construction cost
- Structures: 6% to 9% of estimated structural construction cost
- Geotechnical: can be a further 0.5% to 1.25% of total construction

Engineer's Estimates

The Project Engineer's Estimate of Cost serves two primary purposes:

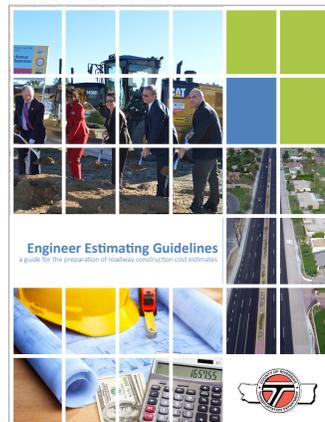
- It estimates the fair and reasonable price RCTD should expect to pay for each of the items of work to be performed.
- It provides the ability to validate the adequacy of available funding.

There are two methods commonly used for estimating prices to be used in Engineer's Estimates. One method is to use previous bid prices as a basis for

establishing prices on the proposed project (Historic Bid Based Approach). The other method is to make a complete analysis of production rates, labor costs, and material costs (Cost Based Approach). These methods can be used individually or in combination. The cost-based approach is not often used by the RCTD, but Contractors generally utilize it to prepare bids.

The historical bid-based approach applies historical unit cost data (i.e. recent average unit prices) to quantities or measures of individual work items to determine a total cost for each item. The unit cost data is gathered from prior construction contracts and then modified/adjusted to reflect current prices; specific conditions set out in the Special Provisions of the construction contract; and geographic, market or other project particulars.

RCTD has developed an Engineer Estimate Guide that is included in this appendix that provides specific details and instructions for preparing an Engineer's Estimate for RCTD projects.



Engineering Estimate Guidelines

The guide and RCTD's estimating practices are generally consistent with Caltrans' Estimating System "Basic Engineering Estimating System" or "BEES. Although similar, there are some differences due primarily to the fact that a Caltrans system assumes that the estimate will be processed for advertisement and award by Caltrans. This is not the case with RCTD managed projects. RCTD uses Caltrans basic list of bid items but RCTD is unable to process new items that are not included in the basic list in a manner consistent with

Caltrans. RCTD has developed a system for creating and managing items not included in Caltrans bid item list for projects that are advertised and awarded by RCTD. The details for this process are provided in RCTD's Engineer Estimate Guide.

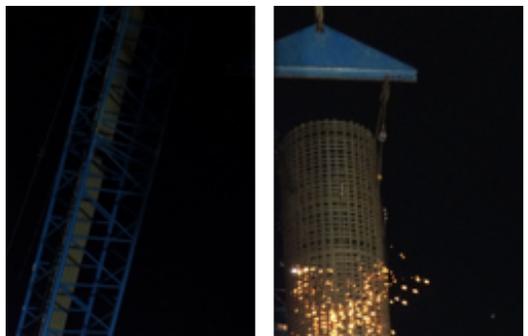
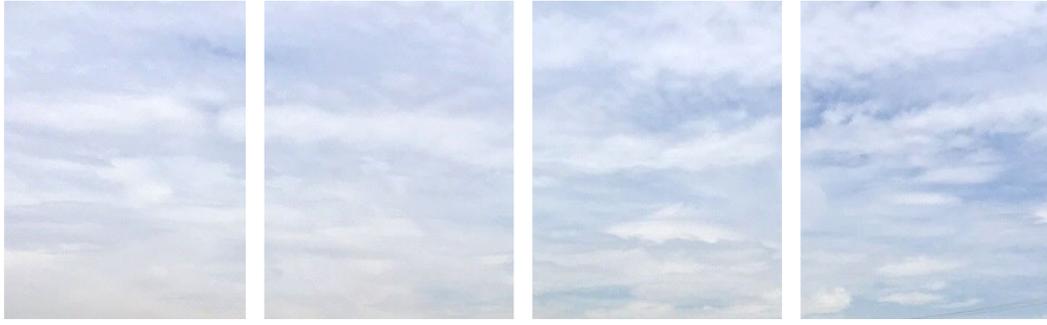
Caltrans

Caltrans provides significant cost estimating resources on their web site. Chapter 20 of the Caltrans Project Development Procedures Manual (PDPM) outlines the cost estimating requirements for Caltrans projects. Caltrans has created a web page that compiles the policies, tools, guidance and training to assist in the development of project cost estimates. Links to Caltrans' PDPM and estimating reference page are provided below.

www.dot.ca.gov/hq/oppd/pdpm/pdpmn.htm - [Chapter 20](#)

www.dot.ca.gov/hq/oppd/costest/costest.htm

Caltrans' templates should be used on federally funded projects and can be used in lieu of RCTD templates on locally funded projects.



Engineer Estimating Guidelines

a guide for the preparation of roadway construction cost estimates

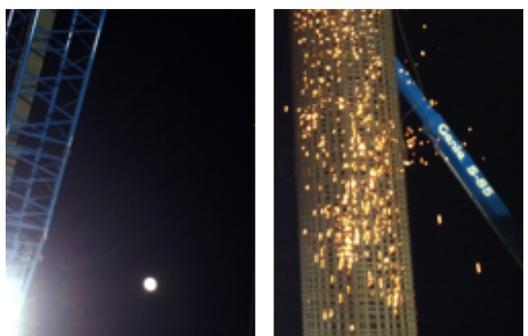


Table of Contents

GENERAL.....	1
CONTRACT ITEMS.....	3
GENERAL-----	3
NON-STANDARD ITEMS-----	3
SPECIALTY ITEMS-----	3
FINAL PAY QUANTITIES-----	6
MOBILIZATION & DE-MOBILIZATION-----	7
SUPPLEMENTAL WORK	8
COUNTY-FURNISHED MATERIALS AND EXPENSES.....	11
CONTINGENCIES.....	12
ESTIMATING ITEM PRICES	13
FLUCTUATION OF COSTS-----	13
TRAFFIC CONDITIONS-----	13
RESTRICTIVE WORK HOURS OR METHOD OF WORK-----	14
SMALL QUANTITIES OF WORK-----	14
SEPARATED OPERATIONS-----	14
HANDWORK AND INEFFICIENT OPERATIONS-----	14
ACCESSIBILITY-----	15
GEOGRAPHIC LOCATION-----	15
CONSTRUCTION SEASON-----	15
MATERIAL SHORTAGES-----	16
ESTIMATE PRICING METHODS	16
PREVIOUS BID PRICES METHOD-----	16
COMPLETE ANALYSIS METHOD-----	17
GUIDELINES FOR ROUNDING QUANTITIES.....	17
SEGREGATED ESTIMATES	19
FEDERAL-AID PROJECTS-----	19
OTHER AGENCIES INVOLVED-----	20
UNITS OF MEASURE	21
ENGLISH / METRIC CONVERSION.....	22

Estimating Guide

GENERAL

The Project Engineer's Estimate of Cost serves two purposes:

- It estimates the fair and reasonable price RCTD should expect to pay for each of the items of work to be performed.
- It provides the ability to validate the adequacy of available funding.

Historical Bid price information is maintained by RCTD. In addition, Caltrans publishes annual cost data books. The Caltrans documents are produced by the Office of Office Engineer and are posted on Caltrans web site at:

www.dot.ca.gov/hq/esc/oe/awards/index.html

Caltrans also provides a searchable database with cost history that is available at the following web site:

sv08data.dot.ca.gov/contractcost/index.php

To estimate the price of individual items, use recent bid prices for similar projects considered to have had competitive bidding.

Consider factors which might affect bid prices, such as: quantity, project location and accessibility, project terrain, effect of existing traffic on the contractor's operations, source and availability of materials and water, time limits which might require more than ordinary overtime work or double shifting, and season of the year in which the work is to be done.

The amount of funds allocated for the project should not influence the estimated prices. Reducing prices to keep the estimate of cost within the program amount will not reduce bid prices at the time bids are opened. Bid overruns can cause serious problems such as delay of award, or rejection of bids and need to re-advertisement.

Bear in mind that many funds are for project improvement (Capital Outlay) only. For these fund sources, do not set up funds for items to become County facilities if those items are to be used for other purposes. (Example: It may be illegal to have funds for Changeable Message Signs for traffic control and then require the contractor to turn such signs over to maintenance forces.)

Basic Engineering Estimate

Include all elements of the project such as railroad work, temporary or detour structures (and their removal), removal of existing structures, supplemental work and mobilization.

The Project Estimate of Cost has these components:

- Contract Items.
- Supplemental Work.
- County-furnished Materials and Expenses.
- Contingencies.

CONTRACT ITEMS

GENERAL

Contract items are the bid items of work used in the Engineer's Estimate, the Bid Schedule and Contract Book.

List the items of work in numerical sequence by Item Code number. The item description should be exactly as shown in the Coded Item List. Electronic or hard copies of the coded item list may be obtained from RCTD.

NON-STANDARD ITEMS

When work does not fit an established item and it is anticipated that the work is not unique to the project, the County Specifications Engineer will need to create a new one. The item description should be understandable but as brief as possible. Use the same style and format as that used for standard items. Do not use abbreviations. If the work is unique to the project and not expected to be used on future projects, the work should be coded using bid item 000003 with the description replaced with an appropriate description for the work.

All County created items shall begin with the first two digits equal to "01". The Second two digits shall represent the section of the Caltrans specification that the bid item is related to. These second two digits represent the first two digits that are provided on item codes that are created by Caltrans and generally correspond to the relevant section of the specifications. The last two digits are provided sequentially.

SPECIALTY ITEMS

Some items of work require equipment and expertise not normally possessed by most general contractors. Therefore, the awarded contractor may have to subcontract these items. It is Caltrans' policy (and subsequently County policy) to allow the subtraction of the cost of this specialized work from the total non-specialty contract amount, and only require the awarded contractor to perform a minimum of 50 percent of the remaining contract work. The Standard Specifications requires the prime contractor to perform at least 50 percent of the dollar amount of the contracted work, excluding specialty items. This

requirement is to ensure that the contractor does the majority of work and is not just a work broker.

Specialty items of work are designated on the Engineer's Estimate with an (S).

These guidelines apply to Specialty Items:

- When a project contains work that is different from the basic type of work and that work would normally be done by a specialty contractor, designate the item or items covering such work as specialty items.
- If the prime contractor's forces can be expected to perform the work, do not designate the work as a specialty item.
- The following rules apply when designating specialty items:
- If the Engineer's Estimate is less than \$500,000, each specialty item must have a value of \$2,000 or more.
- If the Engineer's Estimate is greater than \$500,000, each specialty item must have a value of \$5,000 or more.
- Group items (for example, striping, pavement markings, and pavement markers) to meet the value criterion.
- Keep specialty items to a minimum to ensure that the awarded contractor does the majority of the work. If the prime contractor is expected to be other than a general contractor, designate as specialty items work which would not be done by the awarded contractor.
- If it is anticipated that the prime contractor will be a general contractor, limit specialty items to those listed in Table B.
- When a highway project involves the construction, alteration or modification of an off-highway building structure, designate items of building work as specialty items.

Table A
Approved Specialty Items

ITEM CODE	SPECIALTY ITEMS
120090	CONSTRUCTION AREA SIGNS
120100	TRAFFIC CONTROL SYSTEM
12----	TRAFFIC CONTROL DEVICES SUCH AS PORTABLE CHANGEABLE MESSAGE SIGN, BARRICADE, CONES, ETC.
1531--	PLANE PAVEMENT
20----	EROSION CONTROL, PLANTING, IRRIGATION AND PLANT ESTABLISHMENT WORK
4201--THRU 4202--	GRIND AND GROOVE PAVEMENT
490340 THRU 499010	DRIVING PILES, CAST-IN-DRILLED-HOLE CONCRETE PILING AND SHEET PILING
500001	PRESTRESSING CAST-IN-PLACE CONCRETE
5124--THRU 5125--	ERECT PRECAST MEMBERS
515059 THRU 515165	CORE CONCRETE
517950 THRU 518220	SOUND WALLS
519080 THRU 519119	JOINT SEALING
5201--	BAR REINFORCING STEEL
5301--	SHOTCRETE
5400--THRU 5401--	WATERPROOFING
5502--	ERECT STRUCTURAL STEEL
5601--THRU 5610--	INSTALL SIGN STRUCTURES, CAST-IN-DRILLED-HOLE CONCRETE PILE (SIGN FOUNDATION)
5900--THRU 5902--	CLEAN AND PAINT STEEL
60----	RAILROAD TRACK WORK
7110--THRU 719506	SANITARY SEWERS
7405--THRU 7415--	PUMPING PLANT RELATED WORK AND EQUIPMENT
7500--THRU 7505--	MISCELLANEOUS METALS
8000--THRU 8099--	FENCES
8320--THRU 8395--	RAILINGS AND BARRIERS (EXCEPT CONCRETE)
83959-THRU 8396--	CRASH CUSHIONS
8405--THRU 8407--	STRIPING AND PAVEMENT MARKINGS
8501--THRU 8502--	PAVEMENT MARKERS
8601--THRU 8690--	SIGNALS, LIGHTING AND ELECTRICAL SYSTEMS
9901--THRU 9950--	BUILDINGS AND RELATED FACILITIES

If an item listed in Table A is a majority of the work, do not designate it as a specialty item.

Furnishing specialty type items, such as "furnish steel piling" or "furnish sign structure" are not to be designated as specialty items.

Items with the prefixes temporary, adjust, remodel, relocate, and reconstruct which are similar to the approved specialty items listed in Table A, should also be designated as specialty items. Examples are temporary traffic stripe and reconstruct metal beam guard railing.

FINAL PAY QUANTITIES

Final pay quantities are to be designated on Engineer's Estimate using (F) as appropriate for the item involved. Do not identify final pay items on the plans. Payment will be made for the total quantity shown on the Engineer's Estimate unless the Engineer orders a change in the dimensions of the work. Do not round final pay items in the Engineer's Estimate. The contract items of work listed in Table B are generally designated final pay.

Table B
Items Generally Designated as Final Pay

ITEM	CONSTRUCTION WORK
Minor Concrete (Minor Structure)	Drainage Inlets and Pipe Headwalls
Miscellaneous Iron and Steel	Frames and Grates
Class A Concrete (Structure)	Box Culverts and Wingwalls
Bar Reinforcing Steel	Box Culverts and Wingwalls
Furnish and Install Sign Structures (Tubular, Truss, Lightweight, etc.)	Overhead Sign Structures
Structure Excavation (Bridge)	Bridges
Structure Backfill (Bridge)	Bridges
Structural Concrete, Bridge	Bridges
Structural Concrete, Bridge Footing	Bridges
Structural Concrete, Approach Slabs	Bridges
Sound Wall (Masonry Block)	Walls, Bridges
Structural Concrete, Retaining Wall	Retaining Walls
Bar Reinforcing Steel (Bridge)	Bridges
Bar Reinforcing Steel (Retaining Wall)	Retaining Walls
Miscellaneous Metal (Bridge)	Bridges
Miscellaneous Metal (Restrainer)	Bridges
Railings and Concrete Barrier on Structures	Bridges
Pipe (Supply Line)	Irrigation Systems

Independent verification of Final pay quantity calculations shall be provided.

MOBILIZATION & DE-MOBILIZATION

Mobilization reimburses the contractor for costs incurred before and during "move in". Mobilization requires that contractor furnish and/or deliver to the job site all labor, materials, resources, and temporary support facilities, including but not limited to portable sanitary facilities, and equipment necessary to perform the required Work. In addition, contractor shall prepare all required written plans and schedules, including but not limited to: Site-Specific Health and Safety Plan, initial and progress construction schedules, and sub-contractor work plans.

Demobilization will be paid after the Work has been deemed substantially complete, contractor has provided record documents in accordance with the requirements of the specifications, and contractor has demobilized from the site, which shall include removal of all materials, resources, equipment, temporary support facilities, and all remaining construction debris at the completion of the work.

Use a mobilization item when the number of working days for the project is 120 or more (excluding plant establishment working days) and the estimated cost is \$300,000 or more. A mobilization item may be included for projects consisting principally of bridgework even if the project's number of working days and estimated cost are less than the criteria above.

On large and complex projects including interchanges and bridges it is common to split 10% of the construction cost between the items of mobilization demobilization.

SUPPLEMENTAL WORK

Supplemental Work is work which is anticipated and required for completion of the project but is of such an uncertain nature or amount that it cannot be done on a contract item basis.

Do not use Supplemental Work:

- to take the place of complete design work and quantity calculations. When work can be shown or specified such that it is biddable, it must be paid for by contract item.
- to reserve extra funds for contingencies by adding items or amounts in excess of what can be reasonably anticipated.
- to perform work which should be funded from other sources.
- for contract funds to be paid to anyone other than the contractor such as railroad inspection work. Include these funds under County-Furnished Materials and Expenses.

The Standard Specifications indicate that various portions of removal work (unsuitable material, slides, buried manmade objects, etc.) will be paid as extra work. Funds for this work should come from contingencies unless specific information is available to show that the amount of work is sufficient to justify a separate entry in Supplemental Work.

Work mentioned in a general way in the contract special provisions should be funded from contingencies unless specific information is available to show that the amount is sufficient to justify a separate entry in Supplemental Work.

Itemize any extra work identified in the contract special provisions as Supplemental Work, except as discussed above.

Justification must be provided for Individual Supplemental Work items equal to or greater than the following dollar amounts or percent of the total amount of Contract Items, whichever is greater:

Projects less than \$300,000 = \$ 4,000 or 5%

Projects less than \$1 million = \$15,000 or 2.5%

Projects more than \$1 million = \$25,000 or 1%

If the Total Supplemental Work excluding items shown in Table C to be excluded is equal to or greater than the following dollar amounts or percent of the total amount of Contract Items, whichever is greater; justification must be provided:

Projects less than \$300,000 = 10%

Projects less than \$1 million = \$ 30,000 or 5%

Projects between \$1-5 million = \$ 50,000 or 3%

Projects between \$5-25 million = \$ 150,000 or 2%

Projects more than \$25 million = \$ 500,000 or 1%

Base the justification for supplemental work on factual information, such as experience with similar work, conditions, and materials.

When an anticipated quantity of work cannot be estimated within 25 percent, it is appropriate to establish a contract item with the quantity set at a level such that an underrun of more than 25 percent is unlikely. Funds can then be included in Supplemental Work to cover overruns.

Table C is a partial listing of typical work for which it would generally be appropriate to include funds in Supplemental Work.

Table C
Items Appropriate for Supplemental Work

TYPE OF WORK	CONDITIONS FOR USING SUPPLEMENTAL WORK
Additional Asphalt Concrete Additional Imported Borrow Increased Paving Asphalt	Only if the type of work is a large percentage of total, material source is not known, and material from different likely sources varies greatly in density.
Clean and Seal Random Cracks Salvage and Stockpile Excess Screenings Remove Unsuitable Material Remove Slide Subsurface Drainage Remove Rock and Debris	If evidence indicates more than can be funded from contingencies.
Maintain Traffic (include flagging costs) Maintain Detour Maintain Existing Plants Maintain Water Supply Maintain Existing Electrical System Apply Pesticide	If need for extra work is related to the work being performed on the project in question.
Detour Signing	If on local streets or roads.
Locate Existing Irrigation Facilities Settlement Platform Installation Compensation Adjustments for Price Index Fluctuations of Paving Asphalt	For projects with 5 000 tonnes of asphalt concrete and 50 working days. <u>Excluded</u> from limits since calculated by formula.
Federal Trainees	If project is Federal Aid eligible, with at least 100 working days.
Repair Existing Irrigation System Prune Existing Plants Replace Existing Plant Material Dispose of Removed Plant Material Maintain Existing Plants Maintain Existing Irrigation Mowing Correct Plant Deficiencies Modify Irrigation System Remove Rock and Debris Additional Water	For restoration projects, Initial repair of existing irrigation facilities, Initial removal of litter, Initial plant removal, or Damage repair. <u>Excluded</u> from total Supplemental Work Note: There is no exclusion on any individual Supplemental Work Item.
Additional Footing Work	Earthquake Retrofit projects.
Clean Deck Joints	Bridge maintenance projects.
Damage Investigation	Bridge Repair projects.
Incentive for Asphalt Concrete QC/QA	QC/QA Projects - Equal to 4% of estimate for asphalt concrete. <u>Excluded</u> from limits.
Partnering	Projects with estimated cost of \$1,000,000 or more - <u>Excluded</u> from limits.

Table D provides a partial list of types of work for which it is normally inappropriate to include funds in Supplemental Work.

Table D
Items Not Appropriate for Supplemental Work

TYPE OF WORK	REASON FOR NOT USING SUPPLEMENTAL WORK
Additional Roadwork Additional Drainage Work Additional Electrical Work Improvement for Safety Unforeseen. Possible. Miscellaneous.	Too general. Entries for this type work may be appropriate if they are more specific.
Clean Out Existing Culverts Repair Existing.	Improper to perform maintenance work if funded from state or federal funds.
Railroad Work Electrical Service Resident Engineer's Office Motorist Service Patrol Traffic Management Plan	Include under County-furnished Material and Expense unless paid to or through Contractor.
Haul Material	Should be included in contract item work.

COUNTY-FURNISHED MATERIALS AND EXPENSES

Items to be listed under this component consist of:

- work to be done by County forces or others concurrently with contract construction operations; or
- materials to be purchased and charged against the project but to be paid for directly by the County, not the contractor.

Item codes for this category of work should have a 0106 or 06 prefix (0106XX or 06XXXX). County-furnished materials and expenses are to be subtotaled and included as part of the total cost of the project.

Typical items of County expense include payment to a utility company to provide water meters and electrical service or work to be done by a railroad or other agency under a service contract, or may be work performed by County personnel such as providing painted striping. Rental cost of the Resident Engineer's office may be included when the project cost exceeds \$300,000 and the project time limit is 50 or more working days.

FHWA has approved the following materials as being in the public interest for Caltrans to furnish to the contractor as State-Furnished Materials on Federal Aid projects:

- Permanent sign panels and mounting hardware
- Types N, P, and R object marker panels and reflectors
- Laminated wood box posts and metal caps
- Survey Monument Disks
- Markers for railings and concrete barriers
- Traffic signal controller assemblies, including wired cabinets and loop detector units
- Closed circuit television cameras, changeable message signs and assemblies
- Lamps for traffic signal units, flashing beacons and sign illumination fixtures
- Asphalt concrete sealant for inductive detector loops
- Self-adhesive reflective numbers and sealer for numbering lighting equipment
- Recycled (salvaged) material in stock, such as temporary traffic signals and flashing beacons
- Seed and plants not commercially available, either by type or size, that must be grown or obtained for specific projects

The above list can therefore be considered for any County contracts. Obtain FHWA concurrence for any materials not listed above on a project-by-project basis during PS&E development for Federally funded projects.

CONTINGENCIES

The next-to-last entry of the Project Estimate of Cost is to allow for contingencies. Typically, the amount for contingencies will be a nominal 10 percent of the subtotal of the cost of contract items, supplemental work, and

County-furnished materials and expenses. The contingency amount is included in the grand total of the final estimate to allow for unforeseen costs.

ESTIMATING ITEM PRICES

Estimating is not an exact science, and no estimator can be "right" all the time. However, estimators can prepare reasonable estimates of the cost of the work to be performed by the contractor.

Estimates should never be artificially reduced to stay within the funding limits, nor should they be reduced to make available more project funding.

Many overruns are due to conditions that existed at the time the estimate was initially prepared and should have been considered. Estimators should consider the following factors which experience has shown will affect the bid prices on construction projects.

FLUCTUATION OF COSTS

Review and update estimates just prior to project advertisement. Review and update unit prices and estimates as conditions change. Estimates must be current at the time the project is ready to list.

Material shortages may develop at unexpected intervals, causing an increase in material prices. Wages continually increase, although usually at a somewhat predictable rate. The time of year a project is advertised or constructed often affects prices.

TRAFFIC CONDITIONS

Traffic conditions can have a significant affect on bid prices. Adjust prices to reflect special difficulties, dangers, and expenses caused by traffic. Contractors are inclined to raise their prices when they bid on projects with difficult traffic conditions. A separate bid item for traffic control is appropriate when a lot of work and expense is expected.

RESTRICTIVE WORK HOURS OR METHOD OF WORK

Restricting the working hours or the method of work on a project may have a major affect on prices. If the special provisions limit work to nighttime or short shifts, increase unit prices to reflect:

- the cost of premium wages for night work
- premium payment for partial shifts
- general decreases in productivity and efficiency.

Night work for asphalt concrete can be especially expensive where small quantities are involved because asphalt plants do not usually operate at night and may have to do special runs at a much higher operating cost per unit. On the other hand, night work can reduce bid prices for projects with a lot of daytime traffic, where traffic control costs may be reduced significantly by allowing night-time work.

SMALL QUANTITIES OF WORK

Small quantities of work will nearly always have higher unit cost than identical work in larger quantities. Move-in cost, overhead, and so on must be distributed over a much smaller base. Production is usually inefficient and slow for small quantities, which will also increase unit costs.

SEPARATED OPERATIONS

Separated operations will generally have higher item costs. The order of work or scattered locations of work may require portions of a work unit to be constructed as separate operations, each requiring separate move-in and move-out costs. The unit prices should then be based on the smaller operations, not on the total quantities for the project.

HANDWORK AND INEFFICIENT OPERATIONS

Handwork and small or inefficient operations (even though equipment may be used) will have higher unit costs than work adaptable to mass production machine operation or high production rates.

ACCESSIBILITY

Work on an existing interchange may require long out-of-direction movements by construction personnel and equipment if the contractor must observe one-way ramp movements or enter or leave a freeway only at interchanges. Material hauling done under these conditions can be especially expensive.

Work is expensive at the top of retaining walls, on slopes, or where workers must climb slopes to get to the work area, regardless of whether the operation is handwork or is done by equipment. This is because work, which is easy to do on level ground or a gentle slope, may be almost impossible to do on steep slopes. Such a work situation will affect the contractor's bid.

GEOGRAPHIC LOCATION

Geographically remote locations usually result in higher bid prices. Estimates should reflect subsistence payments when required. The source of supplies and the distance to the project from these sources should also be considered.

CONSTRUCTION SEASON

The time of the year construction is scheduled may affect the bid prices. Contractors are usually more available for work early in the spring and will therefore bid competitively at that time. Later in the spring or summer, many of the contractors have on-going contracts to keep them busy and therefore tend to bid higher or not at all.

For projects to be awarded near the end of summer or the construction season, it is important to know if construction can be finished before the construction season ends. If a job cannot be finished before the end of the construction season, contractors will increase bid prices to cover overhead during winter suspension, to repair winter damage, and so on. Even if contractors reasonably expect to finish before winter, they may protect themselves by increasing bids to allow for damage due to early rains. This is especially true if construction involves work in or around drainage channels in high precipitation or snow areas.

MATERIAL SHORTAGES

Material shortages will have a major affect on bid prices since prices are directly affected by supply and demand. Where a shortage is especially acute, the District might consider a change in design rather than face increasing prices.

ESTIMATE PRICING METHODS

There are two methods commonly used for estimating prices. One method is to use previous bid prices as a basis for establishing prices on the proposed project. The other method is to make a complete analysis of production rates, labor costs, and material costs. These methods can be used individually or in combination. RCTD performs estimates using the previous bid price method almost exclusively.

PREVIOUS BID PRICES METHOD

Basing estimates on previous bid prices is probably the most widely used and the most practical method. When using this method, take into consideration these factors:

- Use of approximately the same size and type of project having similar quantities for individual items.
- Consider using the average of the 3 low bidders or using the second low bidder.
- At a minimum, revise previous bid prices by the projected change in the California Construction Cost Index between the date of the old bid and the anticipated date of the new bid.
- Adjust the reference bid price to reflect conditions of the project, such as type of terrain, geographical location, soil, traffic and other related factors.
- Do not use lump sum bid prices or unit prices for items of work (for example, culverts) that include varying amounts of other related work.
- Seasonal work items vary by the time of year. Use comparable months.
- Sources of previous bid prices

The Specification Engineer maintains a cost history database for most common bid items used by the County. Bid Item bid price history reports are posted on RCTD's web site.

COMPLETE ANALYSIS METHOD

This method is not usually practical for all contract items of work. It may be used occasionally for earthwork items where rock or unusual haul is required, or for lump sum items such as signals and lighting.

When using this method, carry-out these initial steps:

- Analyze the proposed construction.
- Estimate production rates.
- Compile a materials list.

Then:

- find materials costs using available price lists,
- determine labor and equipment hours based on the production rates,
- calculate sub-total using the above factors and finally,
- add overhead and profit for the total cost.

It is especially important to consider possible premium pay for overtime on night work and subsistence. On larger projects with long time limits, it will be necessary to determine if the majority of a work item will be done early or late in the project. To provide for work which cannot be done early in the project, it may be necessary to forecast wage scales and material cost increases in order to accurately estimate contract item costs.

GUIDELINES FOR ROUNDING QUANTITIES

A PS&E contains two kinds of quantities:

- Actual calculated quantities are shown on the plans to help the contractor and the Engineer complete the project.

- Estimated quantities are included in the Engineer's Estimate, the Bid Schedule and the Contract book to simplify bidding and avoid errors in extensions.

With the exception of final pay items, quantities must be rounded. In addition to simplifying bidding, rounding keeps the estimate from seeming more accurate than it can actually be. Measurements and calculations cannot always produce absolutely accurate individual quantities. The total quantity, in turn, cannot be more accurate than the least-accurate individual quantity.

Total quantities are to be rounded by adjusting the calculated quantities, usually upward. Round on total or end quantities only, never on partial quantities or subtotals. Quantities on Plans should be actual calculated quantities, never rounded quantities.

Quantities greater than 1,000 are to be rounded to no more than 3 significant figures. The significant figures are those figures of a number that begin with the leftmost figure and extend to the last figure to right that is not zero. For example, 5,050 and 1,620,000 have 3 significant figures.

Quantities less than 1,000 are to be rounded to no more than 2 significant figures.

Avoid decimal quantities. However, it is not always possible to eliminate the decimal for small quantities. For example, a total quantity such as 1.4 m³ (Cubic Meter) of Minor Concrete (Minor Structure), cannot be rounded up to 2 m³ or down to 1 m³ without having an estimated quantity more than 25 percent off the calculated quantity. Therefore, decimal quantities of less than 5 must be rounded to one decimal place. Volumetric or weight quantities of 5 or greater are to be rounded to the nearest whole number.

Sometimes it is possible to avoid the use of decimal quantities by changing the unit of measure. For example, use 500 kg of commercial fertilizer instead of 0.5 tonne.

Rounding must not produce a condition where the estimated quantity will be beyond the 25 percent limit for overruns or underruns specified in Section 4 of the Standard Specifications.

Final pay quantities entered in the Engineer's Estimate are not to be rounded, except to eliminate any decimal figures for total pay quantities of more than 5 units (cubic meters, meters, etc.). When the total final pay quantities contain decimal figures and they are 5 units or less, the quantity shall be rounded to not more than one decimal place when entered in the Engineer's Estimate.

SEGREGATED ESTIMATES

FEDERAL-AID PROJECTS

Segregated estimates are required when Federal-Aid projects involve any of the following:

- Highway work -- Segregate each item quantity according to Federal Fund type using the appropriate reimbursement ratio. Current reimbursement ratios and applications can be obtained from the Budget Program, Office of Federal Resources, or the FHWA Transportation Engineer.
- Structures -- Separate each structures by component level. Funding segregations used in highway work are not applicable to structures estimates because FHWA requires costs to be identified by individual structure.
- Non-participation items of work.
- Non-participation portions of the project.
- Work paid for by others (for example, cities, Caltrans, or local transportation agencies contributing to construction costs under cooperative agreements).
- Utility relocation when done by contract item work (by Right of Way, Utility, or Railroad Agreement).
- Work which is not a part of the project (work that is being done on the same County contract but outside of the Federal Aid project limits).

If a Cooperative Agreement or Utility Agreement requires anyone other than the County to pay for any of the contract items, Supplemental Work, or County-furnished Materials and Expenses, then those items are to be segregated as nonparticipating work.

The information needed to prepare Federal segregated estimates is generally available to the Project Engineer before the PS&E is complete. All funding sources and levels should be determined prior to PS&E submittal.

OTHER AGENCIES INVOLVED

Where other sources are contributing funds toward construction through a cooperative agreement, utility agreement, right of way contract, purchase order, or other instrument, a segregated estimate may be required which identifies each contributing agency.

UNITS OF MEASURE

Estimates are prepared using abbreviations for units of measure. The standard abbreviations used for Unit of Measure are shown in Table E.

Table E
Unit of Measure

English		Metric	
UNIT	ABBR.	UNIT	ABBR.
Acre	ACRE	Calendar Day	CDAY
Calendar Day	CDAY	Each	EA
Cubic Foot	CF	Hectare	HA
Cubic Yard	CY	Hour	H
Each	EA	Kilogram	KG
Gallon	GAL	Kilometer	KM
Hour	HR	Lane Kilometer	LNKM
Lane Mile	LNMI	Liter	L
Linear Foot	LF	Lump Sum	LS
Lump Sum	LS	Meter	M
Mile	MI	Square Meter	M2
Pound	LB	Cubic Meter	M3
Square Foot	SQFT	Station (100 m)	STA
Square Yard	SQYD	Tablet	TAB
Station (100 ft)	STA	Tonne (1000 kg)	TONN
Tablet	TAB	Track Foot	TF
Thousand Foot Board Measure	MFBM	Working Day	WDAY
Ton	TON		
Track Foot	TF		
Working Day	WDAY		

If abbreviations are needed for non-standard units of measure, the Specifications Engineer should add them to the approved list before incorporating a final estimate into the contract file.

ENGLISH / METRIC CONVERSION

Table F is provided to assist engineers with the conversion from english to metric or from metric to english. Use of these standard conversion factors will provide consistent results by all engineers.

Table F
English/Metric Unit Conversion

Conversion Factors From English Units to Metric Units

UNIT	ABBR.	MULTIPLY	UNIT	ABBR.
Acre	ACRE	0.4046856	Hectare	HA
Calendar Day	CDAY	1	Calendar Day	CDAY
Cubic Foot	CF	0.02831685	Cubic Meter	M3
Cubic Yard	CY	0.7645549	Cubic Meter	M3
Each	EA	1	Each	EA
Gallon	GAL	3.785412	Liter	L
Hour	HR	1	Hour	H
Pound	LB	0.4535924	Kilogram	KG
Linear Foot	LF	0.3048	Meter	M
Lane Mile	LNMI	1.609344	Lane Kilometer	LNKM
Lump Sum	LS	1	Lump Sum	LS
Thousand Foot Board Measure	MFBM	2.359737	Cubic Meter	M3
Mile	MI	1.609344	Kilometer	KM
Square Foot	SQFT	0.09290304	Square Meter	M2
Square Yard	SQYD	0.8361274	Square Meter	M2
Station (100 ft)	STA	0.3048	Station (100 m)	STA
Tablet	TAB	1	Tablet	TAB
Ton	TON	0.9071847	Tonne (1000 kg)	TONN
Track Foot	TF	1	Track Foot	TF
Working Day	WDAY	1	Working Day	WDAY

Conversion Factors From Metric Units to English Units

UNIT	ABBR.	MULTIPLY	UNIT	ABBR.
Hectare	HA	2.471054	Acre	ACRE
Calendar Day	CDAY	1	Calendar Day	CDAY
Cubic Meter	M3	35.31467	Cubic Foot	CF
Cubic Meter	M3	1.307951	Cubic Yard	CY
Each	EA	1	Each	EA
Liter	L	0.264172	Gallon	GAL
Hour	H	1	Hour	HR
Kilogram	KG	2.204623	Pound	LB
Meter	M	3.28084	Linear Foot	LF
Lane Kilometer	LNKM	0.6213712	Lane Mile	LNMI
Lump Sum	LS	1	Lump Sum	LS
Cubic Meter	M3	0.423776	Thousand Foot Board Measure	MFBM
Kilometer	KM	0.6213712	Mile	MI
Square Meter	M2	10.76391	Square Foot	SQFT
Square Meter	M2	1.19599	Square Yard	SQYD
Station (100 m)	STA	3.28084	Station (100 ft)	STA
Tablet	TAB	1	Tablet	TAB
Tonne (1000 kg)	TONN	1.102312	Ton	TON
Track Foot	TF	1	Track Foot	TF
Working Day	WDAY	1	Working Day	WDAY

PRELIMINARY PROJECT COST ESTIMATE

PRINTED:

PROJECT:
SCOPE:

PROJECT NO.:
LABOR TYPE:
LENGTH (miles)
WIDTH (feet)
NO. OF LANES:

BY:

DATE:

TASK / NOTES	RCTD STAFF	CONSULTANT / CONTRACTOR	OTHER FEE	TOTAL ESTIMATE
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TOTAL PROJECT COSTS

PROJECT MANAGEMENT / ADMINISTRATION

Project Management, Coordination, Consultant Oversight				
--	--	--	--	--

DESIGN

Preliminary Survey				
Engineering Planning & Technical Studies				
Alternative Concepts / Project Study Report				
Preliminary Plans & Estimates / Project Report				
Design Certification, Exceptions, Reviews & PS&E				
Permit Processing, Bid Processing, Construction Support				

ENVIRONMENTAL

Assessment <i>(Consultant Oversight, Document Preparation, Review & Processing)</i>				
Studies <i>(Biological, Noise, Air Quality, Hazardous Waste, Archaeological)</i>				
Mitigations <i>(Habitat Replacement/Protection, Noise Abatement)</i>				
Permit Fees <i>(NPDES, Section 10a/Section 7,1601 Permit, 404 Permit)</i>				

RIGHT-OF-WAY

Right-of-Way Engineering <i>(Research, Legals, Plats, Maps, Certifications)</i>				
Acquisition Services <i>(Title & Escrow Fees, Appraisals, Negotiations, Condemnation)</i>				
Property Cost <i>(including: Excess Lands, Demolition, Damages, Relocation and Goodwill)</i>				
Temporary Construction Easements				
Offsite Mitigation				
Utility Coordination & Engineering				
Utility Relocations <i>(County Share)</i>				
Utility Relocations <i>(Utility Company Share)</i>				

CONSTRUCTION MANAGEMENT

Construction Oversight	3% of construction			
Materials Testing	4% of construction			
Construction Inspection	7% of construction			

CONSTRUCTION

Construction Survey	5% of construction			
Roadway Construction Items				
Structure Construction Items				



ESTIMATE STATS

Construction Management as a percentage of Construction
 Design cost as a percentage of Construction
 Environmental cost as a percentage of Construction

Construction Cost Per Mile
 Construction Cost Per Lane Mile
 Construction Cost Per Square foot

PRELIMINARY PROJECT COST ESTIMATE

PRINTED:

PROJECT:

PROJECT NO.:

TASK	NOTE	UNITS	QUANTITIES	UNIT COSTS	TOTAL ESTIMATE
------	------	-------	------------	------------	----------------

TOTAL ROADWAY ESTIMATE

EARTHWORK					
Roadway Excavation		CY			
Imported Borrow		CY			
Clearing & Grubbing		LS			
Remove Pavement		SY			
Develop Water Supply		LS			

STRUCTURAL SECTION					
PCC Pavement		CY			
Asphalt Concrete		TON			
Aggregate Base		CY			
Aggregate Subbase		CY			
Slurry Seal		TON			
Pavement Reinforcing Fabric		SQYD			
Curb & Gutter		LF			
AC Dike		LF			
Sidewalk		SQFT			

DRAINAGE					
Large Drainage Facilities / Pumping Plants		LS			
Storm Drains		EA			
Project Drainage		LS			
Rock Slope Protection		CY			
Headwalls		EA			
Concrete Channel Lining		CY			

TRAFFIC ITEMS					
Lighting		EA			
Traffic Signals		EA			
Permanent Signing		LS			
Pavement Delimitation		LS			
Traffic Controls		LS			
Traffic Management Plan		LS			

SPECIALTY ITEMS					
Retaining Walls		LS			
Soundwalls		SQYD			
Barriers/Guardrails		LS			
Slope Paving		CY			
Fencing		LF			
Resident Engineer Office		LS			
Remove / Relocate Existing Facilities		LS			
Environmental Mitigation		LS			
SWPPP & Water Pollution Control		LS			
Hazardous Waste		LS			
Landscaping / Irrigation / Establishment		LS			
Erosion Control		LS			

(A) SUBTOTAL ROADWAY ITEMS:

MINOR ITEMS	10% of (A)	5%
ROADWAY MOBILIZATION & DEMOBILIZATION	10% of (B)	10%
ROADWAY ADDITIONS	5 - 10% of (B)	10%
CONTINGENCIES	10 - 50% of (B)	25%

(B) SUBTOTAL ROADWAY ITEMS & MINOR ITEMS:

PRELIMINARY PROJECT COST ESTIMATE

PRINTED:

PROJECT:

PROJECT NO.:

TASK	NOTE	UNITS	QUANTITIES	UNIT COSTS	TOTAL ESTIMATE
------	------	-------	------------	------------	----------------

TOTAL STRUCTURES ESTIMATE

STRUCTURE 1

Structure Construction		SQ FT			
Structure Type					
Footing Type					
Width		FT			
Span Length		FT			
Structure Depth		FT			
Total Area		SQ FT			
Remove Existing Bridge					
Railroad Related Costs					
Other					

STRUCTURE 2

Structure Construction		SQ FT			
Structure Type					
Footing Type					
Width		FT			
Span Length		FT			
Structure Depth		FT			
Total Area		SQ FT			
Remove Existing Bridge					
Railroad Related Costs					
Other					

STRUCTURE 3

Structure Construction		SQ FT			
Structure Type					
Footing Type					
Width (out to out)		FT			
Span Length		FT			
Structure Depth		FT			
Total Area		SQ FT			
Remove Existing Bridge					
Railroad Related Costs					
Other					

STRUCTURE 4

Structure Construction		SQ FT			
Structure Type					
Footing Type					
Width (out to out)		FT			
Span Length		FT			
Structure Depth		FT			
Total Area		SQ FT			
Remove Existing Bridge					
Railroad Related Costs					
Other					

Sample Project

Engineer's Estimate

Project Number: **A9-0000.00** Description: **Put type of Work Here**

ITEM NO.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	BID	AMOUNT
----------	-----------	------	------	--------------------	-----	--------

Title for Bid Item Grouping goes here

1						
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31						

SUBTOTAL
Items 1-31

Sample Project

Engineer's Estimate

Project Number: **A9-0000.00** Description: **Put type of Work Here**

ITEM NO.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	BID	AMOUNT
----------	-----------	------	------	--------------------	-----	--------

SUMMARIES

SUBTOTAL Items 1-31						<input type="text"/>
MOBILIZATION & DEMOBILIZATION						<input type="text"/>
CONTINGENCY						<input type="text"/>
SUPPLEMENTAL ITEMS						<input type="text"/>
COUNTY FURNISHED ITEMS						<input type="text"/>
GRAND TOTAL						<input type="text"/>

Prepared by: _____

Checked by: _____

Sample Project

Engineer's Estimate

Project Number: **A9-0000.00** Description: **Put type of Work Here**

ITEM NO.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	BID	AMOUNT
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Title for Bid Item Grouping goes here

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SUBTOTAL
Items 1-31

Sample Project

Engineer's Estimate

Project Number: **A9-0000.00** Description: **Put type of Work Here**

ITEM NO.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	BID	AMOUNT
----------	-----------	------	------	--------------------	-----	--------

Title for Bid Item Grouping goes here

32						
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SUBTOTAL
Items 32-62

Sample Project

Engineer's Estimate

Project Number: **A9-0000.00** Description: **Put type of Work Here**

ITEM NO.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	BID	AMOUNT
----------	-----------	------	------	--------------------	-----	--------

SUMMARIES

SUBTOTAL	Items 1-31					
SUBTOTAL	Items 32-62					
MOBILIZATION & DEMOBILIZATION						
CONTINGENCY						
SUPPLEMENTAL ITEMS						
COUNTY FURNISHED ITEMS						
GRAND TOTAL						

Prepared by: _____

Checked by: _____

Administration Forms

Contents

- Introduction
- Invoicing
 - Project-specific & Multi-phase Contract Invoice Template *(MS Excel)*
 - On-call Services Contract Invoice Template *(MS Excel)*
- Progress Tracking Package
 - Meeting Agenda template
 - Meeting Minutes template
 - Action Items template *(MS Word)*
 - Deliverables template *(MS Excel)*
 - Schedule Summary template *(MS Excel)*
- Quality Control Reviews
 - Review Transmittal template *(MS Excel)*
 - Review Comments template *(MS Word)*
- On-call Work Authorization template *(MS Excel)*
- Administrative Budget Modification template *(MS Excel)*

Introduction

Invoices

Consultants entering agreements with RCTD are required to submit monthly invoices in accordance with RCTD invoicing procedures. The templates included in this appendix are provided to facilitate consultant compliance with RCTD invoicing requirements.

RCTD provides two separate invoicing templates. One template is for the Project-specific & Multi-phase contracts and the other is for the On-Call contracts. The Project-specific & Multi-phase invoice templates are more complex and provide for segmenting invoices into separate phases as well as providing detailed progress tracking of services by individual tasks. These templates assume the contracts are structured as cost plus fixed fee. The On-Call contracts are invoiced by specific assignment and the limited scope of these assignments does not justify the need for segmenting the work into phases or requiring complex status reporting. On-Call contracts are assumed to be structured using specific rates of compensation.

The Project-specific & Multi-phase invoice template has been modified to include certain progress information necessary to validate work progress against billings. This has eliminated the need to submit a separate progress report as has been required on RCTD contracts in the past. Consultants, however, will need to continue to provide certain progress reporting and tracking information as part of the standard project coordination and team meetings.

Progress Tacking Package

Consultants will need to monitor and report the status and progress of assigned actions items, contract deliverables and the project schedule.

Schedules for complex contracts will typically be managed using PERT (Program Evaluation and Review Technique) charts that track critical activities using the Critical Path Method (CPM). These charts can be complex and may not provide all the desired information so RCTD has developed a simplified schedule-

tracking summary that should be included as a cover sheet along with any submitted schedules. This summary will help evaluate schedule slippage that is often not shown on typical scheduling reports and will help gauge impacts to key milestones for typical RCTD projects.

Consultants will need to track the status of action items resulting from commitments made by team members during various project meetings. A template has been provided by RCTD that can be used for this purpose.

Preparation of deliverables is the key reason consulting services are obtained and tracking their progress is key to monitoring the contract status. RCTD has provided a template intended for use by consultants for the purpose of tracking contract deliverables.

Quality Control Reviews

The Contract Administrator is responsible for assuring deliverables are routed to relevant technical groups for review. A Contract Routing form and Commenting form have been created to assist the Contract Administrator in this duty..

On-call Work Authorization

When it has been determined that a Consultant is needed to provide services through an On-call contract, the Consultant and the RCTD Project Manager need to prepare a Work Assignment Package. Each Work Assignment Package will contain the following:

- Assignment Approval Route Sheet
- Log of Assignments
- Scope of Services
- Fee & Man-hour Proposal

Administrative Budget Modification

If a contract modification is needed that will require moving funds between phases, requires usage of contingency funds or modifies the services to be provided, then an Administrative Budget Modification package will need to be approved by RCTD.

The Administrative Budget Modification package will include the following:

- An Administrative Budget Modification coversheet;
- Written request from Consultant on company letterhead with justification for moving the funds;
- Scope of services to be performed with the transferred funds;
- Fee Proposal showing the budget modifications.

CONSULTANT SERVICES INVOICE & PROGRESS SUMMARY

SUBMITTED TO:

TLMA
Accounts Payable
PO Box 1605
Riverside, CA 92502

PLEASE MAIL CHECK TO:

< engineer's mailing address >

Reference: **Engineering Services Agreement**

County Project Manager: < name of county pm >

Consultant: < name of consulting firm >

Contract: Number: < county contract number >
 Expiration: < date from agreement >
 Services: < description from agreement >

Period: < date from & to >

Payment No: < seq num >

Invoice No: < consultant num >

Amount Due this Invoice

COUNTY PAYMENT APPROVAL

Dept ID:	3130500000
Account:	527980
Project:	< county project number >
Activity ID:	see <u>Activity Details</u>
Resource Type:	CNT
Signature:	
Date:	

SUBMITTED BY:

I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed.

Engineering Project Manager

Date

BILLING LOG

SERVICES: < description from agreement >	CONTRACT NO: < county contract number >	
CONSULTANT: < name of consulting firm >	PAYMENT NO: < seq num >	INVOICE NO: < consultant num >

PAYMENT PERIOD	AMOUNT BILLED	CUMULATIVE AMOUNT BILLED	% BILLED	% EARNED	PAY NUM
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CONTRACT BUDGET:

REMAINING BALANCE:

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BILLING LOG

SERVICES: < description from agreement >	CONTRACT NO: < county contract number >	
CONSULTANT: < name of consulting firm >	PAYMENT NO: < seq num >	INVOICE NO: < consultant num >

PAYMENT PERIOD	AMOUNT BILLED	CUMULATIVE AMOUNT BILLED	% BILLED	% EARNED	PAY NUM
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CONTRACT BUDGET:

REMAINING BALANCE:

					37
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BUDGET SUMMARY & SERVICES PROVIDED

SERVICES: < description from agreement >		CONTRACT NO: < county contract number >	
CONSULTANT: < name of consulting firm >		PAYMENT NO: < seq num >	INVOICE NO: < consultant num >

DOCUMENT	PHASE 1 PA/ED	PHASE 2 PS&E	PHASE 3 Bidding	PHASE 4 Con Support	PHASE 5	CONTINGENCY	TOTAL
----------	------------------	-----------------	--------------------	------------------------	---------	-------------	-------

ORIGINAL AGREEMENT

AMENDMENTS/MODIFICATIONS

CURRENT BUDGET

SERVICES PROVIDED

- < provide a list of the services that were worked on and/or completed during the invoice billing period >

BILLING SUMMARY

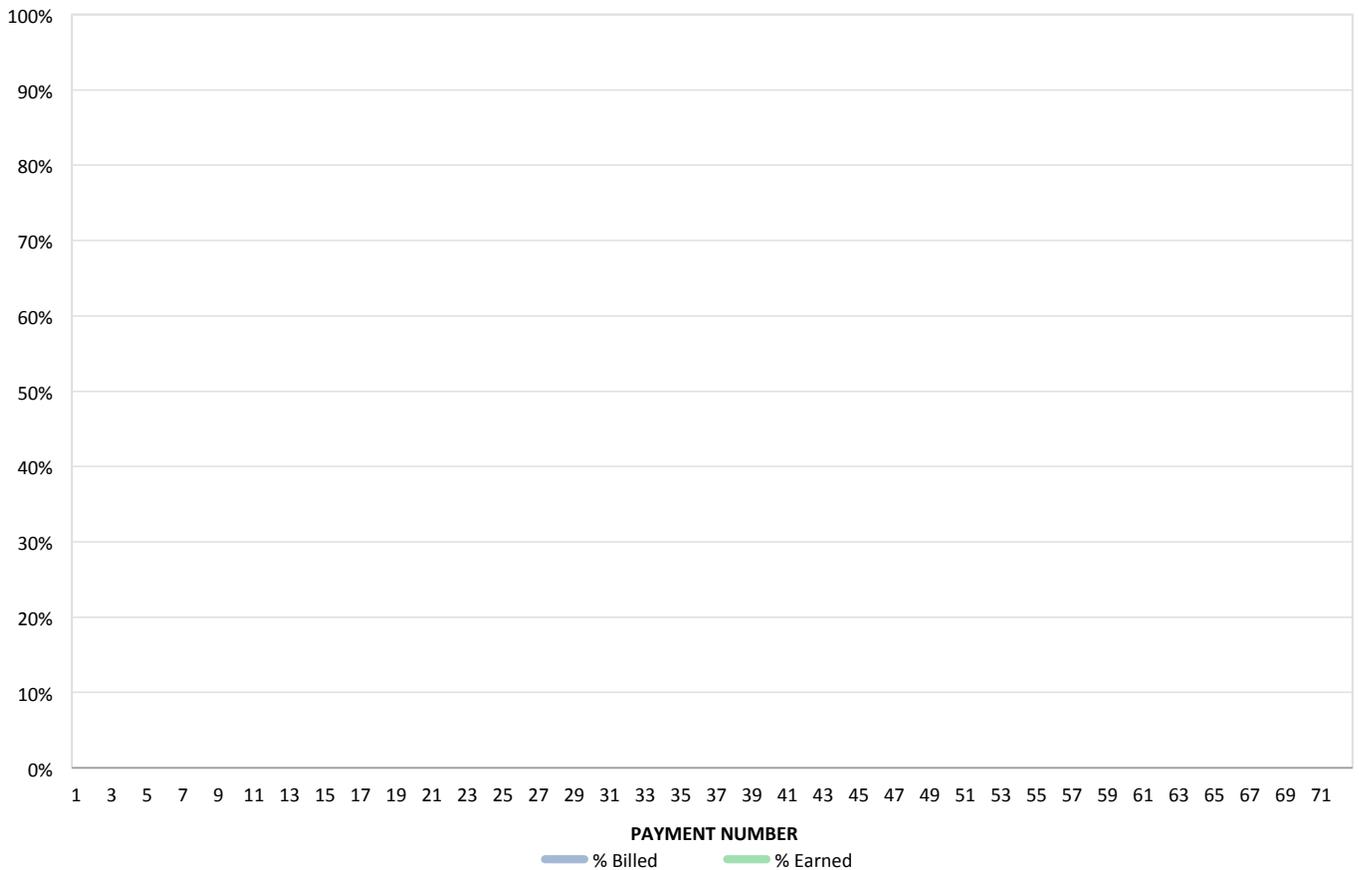
SERVICES: < description from agreement >	CONTRACT NO: < county contract number >	
CONSULTANT: < name of consulting firm >	PAYMENT NO: < seq num >	INVOICE NO: < consultant num >

PHASE SUMMARY

PHASE	CURRENT BUDGET	BILLINGS TO LAST PERIOD	BILLING THIS PERIOD	BILLED TO DATE	REMAINING BALANCE	% BILLED	% EARNED
Phase I (PA & ED)							
Phase II (PS&E)							
Retainage Deduction *							
Retainage Payment *							
Phase II - Retainage							
Phase III (Bid Support)							
Phase IV (Con Support)							
Contingency							
Totals							

* Payment for the final 10% of the PS&E Phase billings can be withheld pending submittal of the 100% package and approval by the County.

BILLED VS EARNED VALUE HISTORY



INVOICE

SERVICES: < description from agreement >		CONTRACT NO: < county contract number >	
CONSULTANT: < name of consulting firm >	PHASE: ALL	PAYMENT NO: < seq num >	INVOICE NO: < consultant num >

BILLING CATEGORIES	CURRENT BUDGET	BILLINGS TO LAST PERIOD	BILLING THIS PERIOD	BILLED TO DATE	% BILLED	REMAINING BALANCE
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LABOR

Staff Salaries						
Overhead & Payroll Additives	100.00%					
Fee						

DIRECT EXPENSES

< direct expense item 1 >						
< direct expense item 2 >						
< etc. >						

OUTSIDE SERVICES

< sub consultant 1's name >						
< sub consultant 2's name >	<DBE>					
< etc. >						

ADJUSTMENTS

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TOTALS

INVOICE

SERVICES: < description from agreement >		CONTRACT NO: < county contract number >	
CONSULTANT: < name of consulting firm >	PHASE: I (PA & ED)	PAYMENT NO: < seq num >	INVOICE NO: < consultant num >

BILLING CATEGORIES	CURRENT BUDGET	BILLINGS TO LAST PERIOD	BILLING THIS PERIOD	BILLED TO DATE	% BILLED	REMAINING BALANCE
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LABOR

Staff Salaries						
Overhead & Payroll Additives	100.00%					
Fee						

DIRECT EXPENSES

< direct expense item 1 >						
< direct expense item 2 >						
< etc. >						

OUTSIDE SERVICES

< sub consultant 1's name >						
< sub consultant 2's name >	<DBE>					
< etc. >						

ADJUSTMENTS

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TOTALS

INVOICE

SERVICES: < description from agreement >		CONTRACT NO: < county contract number >	
CONSULTANT: < name of consulting firm >	PHASE: II (PS&E)	PAYMENT NO: < seq num >	INVOICE NO: < consultant num >

BILLING CATEGORIES	CURRENT BUDGET	BILLINGS TO LAST PERIOD	BILLING THIS PERIOD	BILLED TO DATE	% BILLED	REMAINING BALANCE
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LABOR

Staff Salaries						
Overhead & Payroll Additives	100.00%					
Fee						

DIRECT EXPENSES

< direct expense item 1 >						
< direct expense item 2 >						
< etc. >						

OUTSIDE SERVICES

< sub consultant 1's name >						
< sub consultant 2's name >	<DBE>					
< etc. >						

ADJUSTMENTS

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TOTALS

INVOICE

SERVICES: < description from agreement >		CONTRACT NO: < county contract number >	
CONSULTANT: < name of consulting firm >	PHASE: III (Bid Support)	PAYMENT NO: < seq num >	INVOICE NO: < consultant num >

BILLING CATEGORIES	CURRENT BUDGET	BILLINGS TO LAST PERIOD	BILLING THIS PERIOD	BILLED TO DATE	% BILLED	REMAINING BALANCE
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LABOR

Staff Salaries						
Overhead & Payroll Additives	100.00%					
Fee						

DIRECT EXPENSES

< direct expense item 1 >						
< direct expense item 2 >						
< etc. >						

OUTSIDE SERVICES

< sub consultant 1's name >						
< sub consultant 2's name >	<DBE>					
< etc. >						

ADJUSTMENTS

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TOTALS

INVOICE

SERVICES: < description from agreement >		CONTRACT NO: < county contract number >	
CONSULTANT: < name of consulting firm >	PHASE: IV (Construction Support)	PAYMENT NO: < seq num >	INVOICE NO: < consultant num >

BILLING CATEGORIES	CURRENT BUDGET	BILLINGS TO LAST PERIOD	BILLING THIS PERIOD	BILLED TO DATE	% BILLED	REMAINING BALANCE
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LABOR

Staff Salaries						
Overhead & Payroll Additives	100.00%					
Fee						

DIRECT EXPENSES

< direct expense item 1 >						
< direct expense item 2 >						
< etc. >						

OUTSIDE SERVICES

< sub consultant 1's name >						
< sub consultant 2's name >	<DBE>					
< etc. >						

ADJUSTMENTS

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TOTALS

SUPPORT DOCUMENTS (Prime Consultant)

SERVICES: < description from agreement >	CONTRACT NO: < county contract number >	
CONSULTANT: < name of consulting firm >	PAYMENT NO: < seq num >	INVOICE NO: < consultant num >

INVOICE DOCUMENTATION

Include the following documents...

- Copies of employee timesheets or printouts from automated payroll system showing employee time spent on the project.
- Copies of all receipts.
- Copies of mileage logs.
- Other relevant documents needed to validate the charges included in the invoice.

SUPPORT DOCUMENTS (Sub-Consultant)

SERVICES: < description from agreement >	CONTRACT NO: < county contract number >
CONSULTANT: < name of consulting firm >	PAYMENT NO: < seq num > INVOICE NO: < consultant num >

SUB-CONSULTANT DOCUMENTATION

Include the following documents...

- Copies of all Sub-consultant invoices.

Note: All sub-consultant invoices need to be reviewed and validated by the prime consultant and approved only if the work has been performed and is consistent with the terms of the agreement.

ON-CALL CONSULTANT SERVICES INVOICE

SUBMITTED TO:

TLMA
Accounts Payable
PO Box 1605
Riverside, CA 92502

PLEASE MAIL CHECK TO:

< engineer's mailing address >

Reference: **On-Call Consulting Services**

County Project Manager: < name of county pm >

Consultant: < name of consulting firm >

Contract or PO Number: < county contract number >

Assignment Info: Date: < from work assignment package >
 Amount: < from work assignment package >
 Description: < from work assignment package >

Period: < date from & to >

Payment No: < seq num >

Invoice No: < consultant num >

Amount Due this Invoice

COUNTY PAYMENT APPROVAL

Dept ID:	3130500000
Account:	527980
Project:	< county project number >
Activity ID:	see <u>Activity Details</u>
Resource Type:	CNT
Signature:	
Date:	

SUBMITTED BY:

I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed.

Engineering Contract Manager

Date

ACTIVITY DETAILS

SERVICES: < from work assignment package >	CONTRACT NO: < county contract number >	
CONSULTANT: < name of consulting firm >	PAYMENT NO: < seq num >	INVOICE NO: < consultant num >

CODE	DESCRIPTION	AMOUNT BILLED
Z1000 SURVEY (PHASE A)		
Z1055	Preliminary Survey	
Z1000 DESIGN/ENGINEERING (PHASE B)		
Z1001	Management & Oversight	
Z1005	Conceptual Design	
Z1050	Preliminary Design	
Z1255	Final Design (PS&E)	
Z1500 ENVIRONMENTAL (PHASE C)		
Z1501	Management & Oversight	
Z1510	Document Preparation	
Z1535	Special Studies	
Z1610	Mitigation	
Z1660	Permits / Agreements	
Z2000 RIGHT-OF-WAY (PHASE D)		
Z2035	Right-of-way Engineering	
Z2065	Right-of-way Acquisition / Possession	
Z3000 CONSTRUCTION ENGINEERING (PHASE F)		
Z3006	Construction Contract Bid & Award Processing	
Z3065	Construction Design Coordination	
Z3120	Construction Claims Resolution	
Z3125	As -Builts	

TOTAL:

BILLING LOG

ASSIGNMENT: < from work assignment package >	CONTRACT NO: < county contract number >	
CONSULTANT: < name of consulting firm >	PAYMENT NO: < seq num >	INVOICE NO: < consultant num >

PAYMENT PERIOD	AMOUNT BILLED	CUMULATIVE AMOUNT BILLED	% PAID	% DONE	PROG PAY NO
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BUDGET:

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REMAINING BALANCE:

INVOICE

ASSIGNMENT: < from work assignment package >	CONTRACT NO: < county contract number >	
CONSULTANT: < name of consulting firm >	PAYMENT NO: < seq num >	INVOICE NO: < consultant num >

BILLING CATEGORIES	CURRENT BUDGET	BILLINGS TO LAST PERIOD	BILLING THIS PERIOD	BILLED TO DATE	% BILLED	REMAINING BALANCE
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LABOR

Staff						
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DIRECT EXPENSES

< direct expense item 1 >						
< direct expense item 2 >						
< etc. >						

OUTSIDE SERVICES

< sub consultant 1's name >						
< sub consultant 2's name > <DBE>						
< etc. >						

ADJUSTMENTS

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TOTALS

Action Items Tracking List

PROJECT NAME: Name	PROJECT NUMBER A0-0000.00
CONSULTANT: Consultant Name	DATE: Date

REF NO	ASSIGNED ON	DESCRIPTION	STATUS	ASSIGNED TO	DUE ON
--------	-------------	-------------	--------	-------------	--------

OPEN

1	xx/xx/xx	Action Header Action text	Status Header Status text	assigned	xx/xx/xx
2					
3					
4					
5					

ON GOING

CLOSED

DELIVERABLES TRACKING LIST

PROJECT:	PROGRESS UPDATE NUMBER:
CONSULTANT:	DATE:

TASK	DELIVERABLE	STATUS	TARGET	INITIAL SUBMITTAL	LAST SUBMITTAL	REVISION	NOTE
			Date	Date	Date	Seq. No.	

PHASE I: PROJECT APPROVAL / ENVIRONMENTAL DOCUMENT

1.00 PROJECT MANAGEMENT

1.10	Project Schedule						
1.20	Quality Control Plan						

2.00 ENVIRONMENTAL

2.01	Preliminary Environmental Study						
2.02	Initial Study						
2.03	Notice of Preparation						
2.04	Notice of Intent						
2.05	Coordination Plan						
2.06	Cooperating and Participating Agency Letters						
2.07	Scoping Meetings (CEQA)						
2.08	Scoping Meetings (NEPA)						
2.09	Summary of Scoping Meeting comments						
2.10	Historic Property Survey Report						
2.11	Extended Phase I Report						
2.12	Archaeological Evaluation Report						
2.13	Historic Landscape Evaluation Report						
2.14	Finding of Effect						

DELIVERABLES TRACKING LIST

PROJECT:	PROGRESS UPDATE NUMBER:
CONSULTANT:	DATE:

TASK	DELIVERABLE	STATUS	TARGET	INITIAL SUBMITTAL	LAST SUBMITTAL	REVISION	NOTE
			Date	Date	Date	Seq. No.	
2.15	Visual Impact Assessment						
2.16	Noise Study Report						
2.17	Noise Abatement Decision Report						
2.18	Jurisdictional Delineation Report						
2.19	Natural Environment Study						
2.20	Paleontological Evaluation Report						
2.21	Paleontological Mitigation Plan						
2.22	Air Quality Report						
2.23	Air Quality Conformity Analysis Report and Checklist						
2.24	Relocation Impact Report						
2.25	Water Quality Assessment Report						
2.26	Location Hydraulic Study						
2.27	Summary Floodplain Encroachment Report						
2.28	Community Impact Assessment						
2.29	Initial Site Assessment						
2.30	Limited Aerially Deposited Lead Screening Study						
2.31	Mitigation Monitoring Plan						
2.32	Draft Environmental Document						
2.33	Notice of Availability						
2.34	Responses to Comments on the Draft ED						
2.35	Final Environmental Document						

DELIVERABLES TRACKING LIST

PROJECT:	PROGRESS UPDATE NUMBER:
CONSULTANT:	DATE:

TASK	DELIVERABLE	STATUS	TARGET	INITIAL SUBMITTAL	LAST SUBMITTAL	REVISION	NOTE
			Date	Date	Date	Seq. No.	
2.36	Environmental Commitments Record						
2.37	Findings of Fact						
2.38	Notice of Determination						
3.00	PRELIMINARY ENGINEERING						
3.01	Traffic Methodology Memorandum						
3.02	Traffic Operations Analysis Report						
3.03	Hydrology and Hydraulics Analysis						
3.04	Bridge Hydraulic Analysis						
3.05	Drainage Design Report						
3.06	Water Quality Management Plan						
3.07	Concept Alternatives Layouts						
3.08	Alternatives Evaluation Report						
3.09	Structures Preliminary Geotechnical Report						
3.10	Preliminary Geotechnical Report						
3.11	Structural Advance Planning Study						
3.12	Plans and Profiles of the Final Alternatives (GAD)						
3.13	Right-of-way Requirement Maps						
3.14	Value Analysis Report						
3.13	Draft New Connection/Modified Connection Report						

DELIVERABLES TRACKING LIST

PROJECT:	PROGRESS UPDATE NUMBER:									
CONSULTANT:	DATE:									

TASK	DELIVERABLE	STATUS	TARGET	INITIAL SUBMITTAL	LAST SUBMITTAL	REVISION	NOTE
			Date	Date	Date	Seq. No.	
3.14	Traffic Management Plan						
3.15	Preliminary Engineering Report						

PHASE II: PLANS, SPECIFICATIONS & ESTIMATES

4.00 PS&E SUBMITTALS

4.01	Final Geotechnical Design Report						
4.02	Final Structures Foundation Report						
4.03	60% Roadway PS&E Submittal						
4.04	60% Structures PS&E Submittal						
4.05	90% Roadway PS&E Submittal						
4.06	90% Structures PS&E Submittal						
4.07	100% Roadway PS&E Submittal						
4.08	100% Structures PS&E k)Submittal						
4.09	PS&E Ready to List						

PHASE III: RIGHT-OF-WAY

5.00 UTILITY COORDINATION

5.01	Initial Utility Letters						
5.02	Determine Utility Conflicts						
5.03	Determine Prior Rights						
5.04	Utility Agreements						

DELIVERABLES TRACKING LIST

PROJECT:	PROGRESS UPDATE NUMBER:
CONSULTANT:	DATE:

TASK	DELIVERABLE	STATUS	TARGET	INITIAL SUBMITTAL	LAST SUBMITTAL	REVISION	NOTE
			Date	Date	Date	Seq. No.	
5.05	Utility Binder						
6.00	ACQUISITIONS						
6.01	Right-of-way Requirements Maps						
6.02	Hard Copy Base Map						
6.03	Prepare Legals, Plats & Right-of-way Maps						
6.04	Order Preliminary Title Reports						
6.05	Retain Appraiser						
6.06	Perform Appraisals						
6.07	Present Offers						
6.08	Process Agreements						
6.09	Prepare Certification Docs						
6.10	Prepare Certification Binder						
7.00	CONDEMNATIONS						
7.01	Notice of Intent						
7.02	Distribute Public Hearing Notices						
7.03	Prepare Lawsuit						
7.04	RON						

PROJECT SCHEDULE SUMMARY

PROJECT:	PROGRESS UPDATE NUMBER:
CONSULTANT:	DATE:

MILESTONES	TARGET	LAST MONTH	THIS MONTH	SLIP	
				FROM TARGET	FROM LAST MO
	Date	Date	Date	Days	Days

PA&ED

Complete Environmental Studies					
Approval of Geometry & Bridge Types					
Circulate Draft Environmental Document					
Approval of Final Environmental Document					

PS&E

Start Final PS&E					
Submit 60% PS&E					
Submit 95% PS&E					
Submit 100% PS&E					

RIGHT-OF-WAY

Complete Right-of-way Requirements					
Start Appraisals					
Start Offers					
Obtain Certification					

AWARD

Ready to List					
Award					

CONSTRUCTION

Notice to Proceed					
Substantially Complete					

DEADLINE	DUE ON
	Date

DEADLINES

DESIGN REVIEW ROUTING SHEET

PROJECT	WORK ORDER	DATE: September 27, 2016
PROJECT MANAGER		DATE DUE: October 27, 2016

SUBMITTAL DOCUMENTS

NOTES

DISTRIBUTION LIST

TECHNICAL DISCIPLINES	STAFF	NOTES
<input checked="" type="checkbox"/> Traffic	Dowlin Tsai	
<input checked="" type="checkbox"/> Structures	Tayfun Saglam	
<input checked="" type="checkbox"/> Survey	Ed Hunt	
<input checked="" type="checkbox"/> Utilities	Hermino Garcia	
<input checked="" type="checkbox"/> Construction	Hugh Smith	
<input checked="" type="checkbox"/> Materials Lab	Elmer Datuin	
<input checked="" type="checkbox"/> Contracts	Joel Jimenez	
<input checked="" type="checkbox"/> Operations	Paul Russell	
<input checked="" type="checkbox"/> Environmental	Marcia Rose	
<input checked="" type="checkbox"/> Water Quality	Claudia Steiding	
<input checked="" type="checkbox"/> Planning	Alan French	Drainage
<input type="checkbox"/> Design	Michael Mueting	
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		

cc: Khalid Nasim

Review Comments

PROJECT NAME: Name	DISCIPLINE: Discipline		PROJECT NUMBER A0-0000.00
SUBMITTAL: Submittal	REVIEWED BY: Reviewer	DATE: Date	

ACTION: 1= WILL COMPLY 2 = DISCUSS/CLARIFY 3 = DIRECTION REQUIRED 4 = NOT APPLICABLE 5 = NO CHANGE STATUS: R = RESOLVED U = UNRESOLVED

NO	REFERENCE DOC/PAGE/ITEM	COMMENTS	RESPONSES	
			RESPONSE OR ACTION TAKEN	ACTION STATUS
1	Doc Pg X	Comment header Comment text Comment header 2 Comment text 2		
2				
3				
4				
5				
6				
7				



October 3, 2016

On-call Consulting Services - Assignment Approval Route Sheet

Services Provided by: **xxCONSULTANTxx**

Under On-Call Services Contract No.: **xx-xx-xx** (approved xxxxxx)

Available Budget:

Remaining Budget with Assignment included:

Assignment Details

ASSIGNMENT DESCRIPTION:		ASSIGNMENT NO:	DATE:
BUDGET AMOUNT:	FUND SOURCE:	PROJECT NO: (if any)	
COMMENTS:			

APPROVALS:

ENGINEER:

TITLE: _____

PRINTED NAME: _____

SIGNATURE: _____ DATE: _____

COUNTY:

PROJECT MANAGER:

TYPE PM NAME HERE _____ DATE: _____

CONTRACT MANAGER:

KHALID NASIM _____ DATE: _____

FISCAL:

ED COOPER _____ DATE: _____

DEPUTY DIRECTOR:

MOJAHED SALAMA _____ DATE: _____

DIRECTOR:

PATRICIA ROMO _____ DATE: _____

DISTRIBUTION:

- ENGINEER
 PROJECT MANAGER
 CONTRACT MANAGER (Original)
 ACCOUNTS PAYABLE
 TRANS BILLING
 TIP GROUP

Consulting Services Contract • Administrative Budget Modification

This form is provided to document the authorization and use of contingency funds or the transfer of funding from one Phase to another on a consulting services contract.

PROJECT: <Title>
 CONSULTANT: <Name>

PROJECT NO.: <Num>
 CONTRACT NO.: < Num>

	PHASE 1 PA/ED	PHASE 2 PS&E	PHASE 3 Bidding	PHASE 4 Con Support	PHASE 5	CONTINGENCY	TOTAL
Contract Budgets							
Prior Amendments (No. <?>)							
Prior Administrative Changes (No. 1-<?>)							
Current Approved Budget							
Proposed Administrative Changes (No.<?>)							
Proposed Budget							

Total Contingency Used _____
 Total Funds Moved between Phases _____
 Grand Total * _____

APPROVALS:

CONTRACT ADMINISTRATOR: _____ DATE _____
 <NAME>

DIVISION MANAGER: _____ DATE _____
 KHALID NASIM

DIRECTORS OFFICE: _____ DATE _____
 PATRICIA ROMO

* NOTE: Directors Office signature required if total amount of funds moved plus contingency used is greater than \$25,000.

Filing System

Contents

- Introduction
- RCTD Project Filing Structure
- RCTD Small Project Filing Structure
- File Folder Labels Template *(Adobe Acrobat pdf form)*
- Computer Folder Structure
 - Structure template *(preconfigure computer folders/directories)*

Introduction

A uniformly structured Filing System (FS) is important for many reasons. FS records remain complete and accessible despite changes in agency organization, personnel, and records keeping technology. Time wasted searching a FS for information is minimized. A FS fosters cooperation in the retrieval and exchange of information throughout RCTD and with partnering agencies as well. A FS can be used to separate records with different retention requirements to assist retention and disposition activities.

RCTD has created a FS for managing RCTD capital improvement projects. RCTD's FS is based on a Uniform Filing System (UFS) created by Caltrans and included in Caltrans' Project Development Procedures Manual, which is currently available at the following Internet URL.

www.dot.ca.gov/hq/oppd/pdpm/pdpmn.htm

RCTD has used Caltrans' UFS as the basis for the RCTD FS, however, the implementation has several modifications intended to simplify the structure and address differences between the two organizations.

RCTD has implemented two filing structures. The first is intended for complex projects that may involve federal or state records retention requirements or large and complex documentation needs. The second is for basic improvement projects that are typically completed by internal RCTD staff. The two structures used by RCTD are provided in this appendix.

In an effort to simplify the process of creating labels for filing folders, RCTD has created several Acrobat PDF documents pre-formatted for printing onto commercially available label sheets.

Managing hardcopy files in folders stored in file cabinets is inherently different than managing files stored on a computer. It is relatively simple to use a computer's searching capability to find a document stored in a folder containing thousands of files. This would be very difficult with hard copies. Conversely, putting documents in many layers of nested folders on a computer can make

managing files more difficult. RCTD has therefore created separate structures for storing files on a computer with the premise of nesting folders no more than two folders deep. Separate filing structures for complex and simple/small projects have been created for the computer storage formats similar to the separate structures for the hard copy files. A printout of the standard computer folder/directory structure is provided in this appendix. Pre-formatted folders/directories have been created and are provided in a zip file that is included as a part of the electronic files supporting this manual.

RCTD PROJECT FILING SYSTEM

A PROJECT MANAGEMENT & ADMINISTRATION

100	PROJECT CONTROL	
110	✓ Scoping / Programming	Data Research, Field Reviews, Scoping Forms, Budgets, Funding Programs, Preliminary Engineering Study (PES)
120	✓ Cost Estimates	Planning/TIP Estimates, Preliminary Estimates, Draft & Final Engineers Estimates, Log of Estimates
130	Progress Tracking	Schedules, Status Reports, Progress Reports
140	✓ Agreements	Coop Agreements, Freeway Agreements, Caltrans Supplemental Agreements, PO's, Consultant Services Agreements, MOU's, On-Call Work Assignments, Request for Proposal (RFP), Selection Process Records
150	Authorizations / Approvals	Includes applications for authorization and the actual approvals... New Connection, TIP Budget, Directors Office Directives, Federal Requests for Authorization, E76 Approvals, Pre-award Audit
160	Expenditures	Invoices, Cost Accounting Reports, COZEET invoices, Misc Expenses
170	Project Development Team	Members, Meeting Minutes, Action Items, Approval Memos
180	QA/QC Plan	
300	✓ CORRESPONDENCE	
310	Federal & State Agencies	Caltrans, FHWA, Resource Agencies
320	Other Agencies	Cities, Counties, School Districts, Assessment Districts, Railroad, etc.
330	Utility Companies	AT&T, SCE, SCG, Sprint, Time Warner, Verizon, CVWD, IID, Charter, MWD, EMWD, WMWD, Others...
340	County Agencies/Departments	Real Property, Flood Control, County Counsel, RCTC, WRCOG, CVAG
350	Elected Officials	
360	Consultants	
370	Private Groups or Individuals	Native Americans, Community Councils, Developers
400	Directors Office	
410	TIP/Programming	
420	Environmental Planning	
430	Development Review	
440	Survey	Field Surveys, Right-of-way Mapping
450	Traffic	
460	Construction	Materials Lab
470	Highway Operations	
500	Project Development	Internal Divisional Correspondence, i.e.. Design, Utilities, Division Manager
510	Memo's to file	Phone calls, Informal meetings/discussions

RCTD PROJECT FILING SYSTEM

B ENVIRONMENTAL

100	✓	ENVIRONMENTAL	
110		Public Information	Public Info Meetings, Public Hearings
120		Environmental Assessment	Preliminary Environmental Evaluation (Preliminary Environmental Analysis Report)
130		Technical Reports	Noise Study, Air Quality analysis, Visual Impact Analysis, Historical Evaluation, Archaeological Assessment, Hazardous Waste Assessment, Relocation Impact Analysis, Socioeconomic Impact Analysis, Wetlands Delineation, Paleontological Survey, Biological Assessment, Section 4(f), Farm Land Analysis, Floodplain Risk Assessment, Mitigation Plan, Focused Biological Surveys, NPDES (WQMP/SWPPP/SWDR)
140		Draft Environmental Document	
150		Final Environmental Document	
160		Environmental Permits	1601, 404, Section 10a, Section 7, RWQCB 401, NPDES

C DESIGN

100		CONCEPTUAL DESIGN	
110	✓	Planning Studies	Feasibility Study, Project Study Report (PSR), Existing Materials Information (As-builts), Traffic Data (existing and forecasted traffic), Traffic Study (level of service, capacity adequacy, operational analysis, accident History), Traffic Management Plan, Local Land Use, Advance Planning Studies, Right-of-way and Utility considerations, Basic Design Features, Railroad Preliminary Report.
120		Alternatives Development	Preliminary Geometrics, Cost Estimates, Schedules, Alternative Analysis Matrix, Preferred Alternative Selection
300		PRELIMINARY DESIGN	
310	✓	Surveys/Mapping	Control Surveys, Mapping & Initial Land Net, Field Surveys
320	✓	Technical Studies	Geotech Reports, Materials Report, Hydrology Study & Drainage Analysis, Value Analysis, Foundation Report, Aesthetics & Landscaping
330	✓	Design Exceptions	
340		Geometric Approval Drawings	
350		Preliminary Plans	Project Report (PR), Drainage
600		FINAL PS&E	
610		Final Plans	Roadway Plans (Title, Index, Typical, Layout, Profile, Superelev., Cons. Details & Grading); Structure Plans (Bridges, Retaining Walls & Sound Walls); Drainage Plans (Layout, Profile & Details including NPDES Erosion Control); Traffic Plans (Pave. Delineation, Signing, Detour, Stage Cons., Traffic Control, Cons. Area Signs); Electrical Plans (Street Lights, Signals and Signal Details); Right-of-way Requirement Plans ; Misc. Plans (Landscape, Fencing, Environmental Constraints, etc...)
620	✓	Special Provisions	Special Provisions, Working Days Calculations, Liquidated Damages Calculations
630	✓	Engineers Estimate	Engineer's Estimate, Quantity Calculations
640		PS&E Certifications	Caltrans Cert, RCTD Checklist

✓ = Small Project Files

RCTD PROJECT FILING SYSTEM

D RIGHT-OF-WAY

100 ✓ PROPERTY ACQUISITION

110	✓ Encroachment Permits	
120	✓ Right of Entry	Survey, Field Studies, Construction Activities
130	Right-of-way Requirements	
140	Titles, Legals, Plats & ROW Maps	
150	Appraisals	Preliminary Estimates
160	Acquisition Agreements/Documents	Agreements, Condemnation Proceedings, Relocation Assistance
170	Right-of-way Certification	

300 ✓ UTILITIES

310	Utility Search	Potholing
320	Assess Utility Relocation Requirements	
330	Prior Rights determination	

E CONSTRUCTION

100 ✓ CONSTRUCTION

110	Environmental Requirements	Mitigation Matrix
120	Resident Engineers File	
130	Construction Contract Package	Plan Holder List, Bid Evaluation, Bid Summary, Contractor's Proposal, Contract (signed), Addenda, Correspondence, Form 11/Minute Orders, Bonds, Insurance, Agreements, Encroachment Permits (State, Local Agency, Utility, Railroad)
140	Construction Meetings	Preconstruction Meeting Minutes, Status Meetings, Safety Reviews
150	Construction Surveys	Requests, Staking, Monumentation Map & Documentation
160	Material Testing	
170	Submittals	Falsework & Shop Drawings
180	Daily Diary	Diary Documentation, Site Photos
190	Misc. Construction Documentation	Labor Compliance Paperwork, Storm Water Pollution Control Program
200	Progress Payments	
210	Change Orders & Claims	Prepare, Negotiate, Process & Resolve
220	Final Reports	Punch List, Notice of Completion
230	As-Builts	

F MISCELLANEOUS

100 ✓ MISCELLANEOUS

110	Photographs/Maps/Exhibits	
120	Public Relations/Media	

✓ = Small Project Files

RCTD PROJECT FILING SYSTEM - Internal Design / Small Projects

A PROJECT MANAGEMENT & ADMINISTRATION

110	✓ Scoping / Programming	Data Research, Field Reviews, Scoping Forms, Budgets, Funding Programs
120	✓ Cost Estimates	Planning/TIP Estimates, Preliminary Estimates, Draft & Final Engineers Estimates, Log of Estimates
140	✓ Agreements	Coop Agreements, Freeway Agreements, Caltrans Supplemental Agreements, PO's, Consultant Services Agreements, MOU's, On-Call Work Assignments
300	✓ Correspondence	

B ENVIRONMENTAL

100	✓ Environmental	
-----	-----------------	--

C DESIGN

110	✓ Planning Studies	Project Study Report (PSR), Existing Materials Information, Traffic Data (existing and forecasted traffic), Traffic Study (level of service, capacity adequacy, operational analysis, accident History), Traffic Management Plan, Local Land Use, Advance Planning Studies, Right-of-way and Utility considerations, Basic Design Features.
310	✓ Surveys/Mapping	Control Surveys, Mapping & Initial Land Net, Field Surveys
320	✓ Technical Studies	Geotech Reports, Materials Report, Hydrology Study & Drainage Analysis, Value Analysis, Foundation Report, Aesthetics & Landscaping
330	✓ Design Exceptions	
620	✓ Special Provisions	Special Provisions, Working Days Calculations, Liquidated Damages Calculations
630	✓ Engineers Estimate	Engineer's Estimate, Quantity Calculations

D RIGHT-OF-WAY

110	✓ Encroachment Permits	
120	✓ Right of Entry	Survey, Field Studies, Construction Activities
300	✓ Utilities	

E CONSTRUCTION

100	✓ Construction	
-----	----------------	--

F MISCELLANEOUS

100	✓ Miscellaneous	
-----	-----------------	--

PROJECT CONTROL

Cost Estimates A120

Agreements A140

Expenditures A160

QA/QC Plan A180

Federal & State Agencies A310

Utility Companies A330

Elected Officials A350

Private Groups or Individuals A370

TIP/Programming A410

Development Review A430

Traffic A450

Highway Operations A470

Memo's to file A510

Public Information B110

Scoping / Programming A110

Progress Tracking A130

Authorizations / Approvals A150

Project Development Team A170

CORRESPONDENCE

Other Agencies A320

County Agencies/Departments A340

Consultants A360

Directors Office A400

Environmental Planning A420

Survey A440

Construction A460

Project Development A500

ENVIRONMENTAL

Environmental Assessment B120

Technical Reports

B130

Final Environmental Document

B150

CONCEPTUAL DESIGN

Alternatives Development

C120

Surveys/Mapping

C310

Design Exceptions

C330

Preliminary Plans

C350

Final Plans

C610

Engineers Estimate

C630

PROPERTY ACQUISITION

Right of Entry

D120

Titles, Legals, Plats & ROW Maps

D140

Acquisition Agreements/Documents

D160

UTILITIES

Assess Relocation Requirements

D320

Draft Environmental Document

B140

Environmental Permits

B160

Planning Studies

C110

PRELIMINARY DESIGN

Technical Studies

C320

Geometric Approval Drawings

C340

FINAL PS&E

Special Provisions

C620

PS&E Certifications

C640

Encroachment Permits

D110

Right-of-way Requirements

D130

Appraisals

D150

Right-of-way Certification

D170

Utility Search

D310

Prior Rights determination

D330

CONSTRUCTION

Resident Engineers File

E120

Construction Meetings

E140

Material Testing

E160

Daily Diary

E180

Progress Payments

E200

Final Reports

E220

MISCELLANEOUS

Public Relations/Media

F120

Environmental Requirements

E110

Construction Contract Package

E130

Construction Surveys

E150

Submittals

E170

Misc. Construction Documentation

E190

Change Orders & Claims

E210

As-Builts

E230

Photographs/Maps/Exhibits

F110

Agreements - Coops / MOU's A140

Agreements - OnCall Assignments A140

Agreements - Developer A140

Utility - AT&T A330

Utility - SCG A330

Utility - Time Warner A330

Utility - CVWD A330

Utility - Charter A330

Utility - EMWD A330

Utility - Others... A330

Tech Rpts - Air Quality B130

Tech Rpts - Historical Evaluation B130

Tech Rpts - Hazardous Waste B130

Tech Rpts - Socioeconomic Impact B130

Tech Rpts - Paleontological Survey B130

Agreements - Consultant Services A140

Agreements - Funding A140

Agreements - PO's A140

Utility - SCE A330

Utility - Sprint A330

Utility - Verizon A330

Utility - IID A330

Utility - MWD A330

Utility - WMWD A330

Tech Rpts - Noise Study B130

Tech Rpts - Visual Impact B130

Tech Rpts - Archaeological B130

Tech Rpts - Relocation Impact B130

Tech Rpts - Wetlands Delineation B130

Tech Rpts - Biological B130

Tech Rpts - Section 4(f) **B130**

Tech Rpts - Floodplain Risk **B130**

Tech Rpts - NPDES **B130**

Plan Study - Exist Materials Info **C110**

Plan Study - Local Land Use **C110**

Tech Study - Geotech Reports **C320**

Tech Study - Hydrology & Drainage **C320**

Tech Study - Foundation Report **C320**

Tech Study - Landscaping **C320**

Tech Rpts - Farm Land Analysis **B130**

Tech Rpts - Mitigation Plan **B130**

Plan Study - PSR **C110**

Plan Study - Traffic Study **C110**

Plan Study - Advance Planning **C110**

Tech Study - Materials Report **C320**

Tech Study - Value Analysis **C320**

Tech Study - Aesthetics **C320**



Cost Estimates

A120

Correspondence

A300

Planning Studies

C110

Technical Studies

C320

Special Provisions

C620

Encroachment Permits

D110

Utilities

D300

Scoping / Programming

A110

Agreements

A140

Environmental

B100

Surveys/Mapping

C310

Design Exceptions

C330

Engineers Estimate

C630

Right of Entry

D120

Construction

E100

RCTD Computer Files Folder Structure

A MANAGEMENT & ADMINISTRATION

- A110 Scoping - Programming
- A120 Cost Estimates
- A130 Progress Tracking
- A140 Agreements
- A150 Authorizations - Approvals
- A160 Expenditures
- A170 Project Development Team
- A180 QA-QC Plan
- A310 Federal & State Agencies
- A320 Other Agencies
- A330 Utility Companies
- A340 County Agencies-Departments
- A350 Elected Officials
- A360 Consultants
- A370 Private Groups or Individuals
- A400 RCTD Inter-Department

B ENVIRONMENTAL

- B110 Public Information
- B120 Environmental Assessment
- B130 Technical Reports
- B140 Draft Environmental Document
- B150 Final Environmental Document
- B160 Environmental Permits

C DESIGN

- C110 Planning Studies
- C120 Alternatives Development
- C320 Technical Studies
- C330 Design Exceptions
- C350 Preliminary Plans
- C610 Final Plans
- C620 Special Provisions
- C630 Engineers Estimate
- C640 PS&E Certifications

D RIGHT-OF-WAY

- D110 Encroachment Permits
- D120 Right of Entry
- D130 Right-of-way Requirements
- D140 Titles, Legals, Plats & ROW Maps
- D150 Appraisals
- D160 Acquisition Agreements-Documents
- D170 Right-of-way Certification
- D310 Utility Search
- D320 Assess Utility Relocation Requirements
- D330 Prior Rights determination

E CONSTRUCTION

- E110 Environmental Requirements
- E120 Resident Engineers File
- E130 Construction Contract Package
- E140 Construction Meetings
- E150 Construction Surveys
- E160 Material Testing
- E170 Submittals
- E180 Daily Diary
- E190 Misc. Construction Documentation
- E200 Progress Payments
- E210 Change Orders & Claims
- E220 Final Reports
- E230 As-Builts

F MISCELLANEOUS

- F110 Photographs-Maps-Exhibits
- F120 Public Relations-Media

