

PROFESSIONAL SERVICES AGREEMENT

for the

Construction Management and Resident Engineer Services for the State Highway 1 SB Ramps / Holman Highway 68 Roundabout Project

THIS AGREEMENT is executed this 27 day of April, 2016, by and between the CITY OF MONTEREY, a municipal corporation, (hereinafter "City"), and HARRIS & ASSOCIATES, INC., (hereinafter "Consultant"), collectively referred to herein as the "parties".

WHEREAS, the City wishes to engage Consultant to perform the services required by this Agreement; and,

WHEREAS, Consultant is willing to render such professional services, as hereinafter defined, on the following terms and conditions; and

WHEREAS, Consultant represents that it is trained, experienced and competent and holds all necessary licenses and certifications to perform the services required by this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties hereby covenant and agree as follows:

1. SERVICES

- A. **Scope of Services.** Consultant agrees to provide to the City, as the scope of services ("Scope of Services") under this Agreement, the following services: Construction Management and Resident Engineer Services for the State Highway 1 SB Ramps / Holman Highway 68 Roundabout Project, as further described in the City's Request for Proposals ("RFP") dated November 2, 2015 attached hereto as Exhibit "A", and Consultant's Proposal ("Proposal") dated December 8, 2015, attached hereto as Exhibit "B" and Final Negotiated Scope of Services ("Final Scope") attached hereto as Exhibit "C". In case of any conflict between these documents, it is the express intent of the parties hereto that the order of precedence and controlling language shall be in the following order: No. 1 this Agreement; No. 2 the City's Request for Proposals (Exhibit "A"); No. 3 Final Negotiated Scope (Exhibit "C"). The Scope of Services under this Agreement shall include, but is not limited to, a project description, project phases, task descriptions, identification of key personnel, identification of subconsultants, their key personnel and general description of services they will perform, as further set forth in this Agreement and attachments hereto.
- B. **Amendment of Services.** The City may, from time to time, by written notice to Consultant, make changes to the Scope of Services as defined in Section 1.A above, and Consultant shall carry out the Services subject to such changes, within the time limits agreed to by the parties. The compensation and/or Project Schedule shall be increased or decreased by written amendment to this Agreement ("Amendment"), signed by the City and Consultant, prior to commencement of any such changes of the Services, however any change in Scope or increase in compensation beyond the Scope or compensation limits amount approved by the Monterey City Council shall be authorized and approved in advance by Council. The City shall not be liable to pay

T00020-CA (v. 2.4 - 0708/2015)



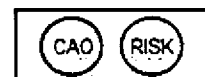
additional compensation to Consultant for any additional services performed without a prior written Notice to Proceed with these amended services.

- C. **Supplemental Services.** Consultant shall, if requested in writing by the City, perform supplemental services at the hourly rates set forth in the Fee Schedule attached hereto as Exhibit "D". Consultant shall not provide any supplemental services in excess of the Scope of Services under this Agreement without a prior written Notice to Proceed with these supplemental services. All other terms of this Agreement shall apply to any authorized supplemental services.

2. COMPENSATION

- A. **Total Fee.** The City agrees to pay and Consultant agrees to accept as full and fair consideration for the performance of this Agreement, an hourly fee as set forth in Consultant's Fee Schedule (Exhibit "D"), in a total amount not-to-exceed One Million Three Thousand Nine Hundred and Seventy Dollars (\$1,003,970.00). Such compensation shall be considered the "Maximum Authorized Expenditure" under this Agreement. The Fee Schedule shall include, but is not limited to, fees for each phase and task, not-to-exceed total fee, hourly rates, reimbursable rates and subconsultant mark-up rates. The payment of any compensation to Consultant hereunder shall be contingent upon performance of the terms and conditions of this Agreement to the satisfaction of the City. If the City determines that the Services set forth in the written invoice have not been performed in accordance with the terms of this Agreement, the City shall not be responsible for payment until such time as the Services have been satisfactorily performed.
- B. **Invoicing.** Consultant shall submit to the City monthly written invoices to the City's Project Representative, identified in Section 5 herein. Invoices shall be prepared in a form satisfactory to the City, describing the services rendered and associated costs for the period covered by the invoice. The City shall provide invoicing format upon request. Except as specifically authorized by the City, Consultant shall not bill the City for duplicate services performed by more than one person. Consultant's invoices shall include, but are not limited to, the following information:
- i. Project Title, the City's Purchase Order number (when applicable) and City's Project Code(s) for each project;
 - ii. Invoice number and date;
 - iii. A brief description of services performed for each project phase and/or task;
 - iv. The budgeted amount for each phase, task and item, including the total amount, with the same for approved Amendments, if any;
 - v. Amount invoiced to date divided by the agreed total compensation, expressed as a percentage, with the same for approved Amendments, if any;
 - vi. The amount earned and invoiced to date for each phase, task and/or item, including the total amount, with the same for approved Amendments, if any;

T00020-CA (v. 2.4 - 0708/2015)



- vii. The amount previously invoiced for each phase, task and/or item, including the total amount, with the same for approved Amendments, if any;
- viii. The amount due for the period covered by this invoice for each phase, task and/or item, including the total amount, with the same for approved Amendments, if any;
- ix. For time and materials authorizations, the number of hours spent, by whom and their hourly rate for each phase, task and/or item, including the total amount;
- x. The costs incurred, including reimbursables, for each phase, task and/or item for the agreed total compensation and approved Amendments, if any, along with a brief description of those costs;
- xi. The total amount due for the period covered by this invoice, including subconsultants and vendors of services or goods;
- xii. Copies of subconsultant invoices, including hourly breakdowns when requested by City, vendor invoices and reimbursable invoices.

Any such Invoices shall be in full accord with any and all applicable provisions of this Agreement. Consultant shall submit invoices to the City on or before the sixteenth (16th) day of each month for services performed in the preceding month. The City shall make payment on each such invoice within thirty (30) days of receipt; provided, however, that if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement, the City shall not be obligated to process any payment to Consultant until thirty (30) days after a correct and complying invoice has been submitted by Consultant.

The City shall not be obligated to pay Consultant a greater percentage of the Maximum Authorized Expenditure than the actual percentage of services completed as of the invoice date.

Consultant agrees to remit and shall be responsible for all withholding taxes, income taxes, unemployment insurance deductions, and any other deductions required by applicable federal, state or local laws and regulations for Consultant, its employees, subconsultants and vendors of services or goods.

- C. **Adjustment of Fees.** The City may increase or decrease the Maximum Authorized Expenditure by issuing an Amendment to the Agreement in accordance with Section 1.B "Amendment of Services" above. Should Consultant consider that any request or instruction from the City's Project Representative constitutes a change in the scope of services, Consultant shall so advise the City's Project Representative, in writing, within fourteen (14) calendar days of such request or instruction. Without said written advice within the time period specified, the City shall not be obligated to make any payment of additional compensation to Consultant.
- D. **Hourly Rates.** Unless noted elsewhere in this Agreement, payment for all authorized services, including payment for authorized supplemental and on-call, as-needed

T00020-CA (v. 2.4 - 0708/2015)



services, shall be made by the City to Consultant in accordance with the various rates as set forth in the Consultant's Fee Schedule (Exhibit "D").

E. **Subconsultants and Vendors.** Invoices for subconsultants and vendors of services or goods shall be paid by the City to Consultant in accordance with the various rates as set forth in the Consultant's Fee Schedule (Exhibit "D"). All reimbursable expenses shall be considered as included within the Maximum Authorized Expenditure. Consultant shall be solely responsible for payment to subconsultants and vendors of services or goods, and the City shall not be responsible or liable for any payments to subconsultants and vendors, either directly or indirectly.

F. **Audit and Examination of Accounts:**

- i. Consultant shall keep and will cause any assignee or subconsultant under this Agreement to keep accurate books of records and accounts, in accordance with sound accounting principles, which pertain to services to be performed under this Agreement.
- ii. Any audit conducted of books of records and accounts shall be in accordance with generally accepted professional standards and guidelines for auditing.
- iii. Consultant hereby agrees to disclose and make available any and all information, reports, books of records or accounts pertaining to this Agreement to the City and any City of the County of Monterey, the County of Monterey or other federal, state, regional or governmental agency which provides funding for these Services.
- iv. Consultant shall include the requirements of Section 2F, "Audit and Examination of Accounts", in any and all contracts with assignees or subconsultants under this Agreement.
- v. All records provided for in this Section are to be maintained and made available throughout the performance of this Agreement and for a period of not less than four (4) years after full completion of services hereunder, except that any and all such records which pertain to actual disputes, litigation, appeals or claims shall be maintained and made available for a period of not less than four (4) years after final resolution of such disputes, litigation, appeals or claims.

3. **AGREEMENT TERM**

A. **Term.** The work under this Agreement shall commence upon the effective date of the Notice to Proceed and shall be completed by December 31, 2018 unless sooner terminated or the City grants an extension of time in writing pursuant to the terms of this Agreement, except for provisions in this Agreement that shall survive the termination or completion of this Agreement. Consultant shall perform any supplemental or on-call services as set out in Section 1.C, "Supplemental and On-Call Services", in a timely manner or in accordance with the agreed upon Project Schedule, completion dates or time periods.

B. **Timely Work.** Consultant shall perform all Services in a timely fashion, as set forth more specifically in Section 3.A, "Term", and Section 3.C, "Project Schedule", of this

T00020-CA (v. 2.4 - 0708/2015)



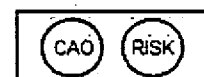
Agreement. Failure to perform is hereby deemed a material breach of this Agreement, and the City may terminate this Agreement with no further liability hereunder, or may authorize, in writing, an extension of time to the Agreement.

- C. **Project Schedule**. If applicable, services shall be completed by Consultant in accordance with the Project Schedule attached hereto as Exhibit "E". The parties may, from time to time, by Amendment, alter the Project Schedule. Consultant shall provide the Services pursuant to the Project Schedule or any applicable Project Schedule Amendment. If at any time Consultant discovers that the Project Schedule cannot be met, Consultant shall immediately notify the City in writing and provide a revised Project Schedule for review and consideration by City.
- D. **Notice to Proceed**. Upon execution of this Agreement by both parties and the receipt of all documentation required by this Agreement to be provided by Consultant to the City, the City shall issue a written Notice to Proceed to the Consultant. The City may, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, Consultant shall diligently proceed with the Services authorized and complete those Services within the agreed time period specified in said notice. Consultant shall not proceed with any of the Services unless they have received a Notice to Proceed from the City.

4. CONSULTANT'S EMPLOYEES AND SUBCONSULTANTS

- A. **Listed Employees and Subconsultants**. Consultant shall perform the Services using the individuals listed in the Key Employees and Subconsultants List attached hereto as Exhibit "F".
- B. **Substitution of Employees or Subconsultants**:
 - i. Consultant shall not substitute any key employee or subconsultant listed in Exhibit "F" without the prior written approval of the City, such approval shall not be withheld unreasonably. The City shall not approve removal or substitution of employees or subconsultants for the reason that Consultant or its affiliates has called on such individuals to perform services for another client of the Consultant.
 - ii. If, at any time, the City reasonably objects to the performance, experience, qualifications or suitability of any of Consultant's employees or subconsultants, then Consultant shall, on written request from the City, replace such employee or subconsultant. Consultant shall, subject to scheduling and staffing considerations, make reasonable efforts to replace the individual with an individual of similar competency and experience.
 - iii. Regardless of whether or not the City consents to, or requests a substitution of any employee or subconsultant of Consultant, the City shall not be liable to pay additional compensation to Consultant for any replacement or substitution.
- C. **Sub-agreements with Subconsultants**. Consultant shall incorporate the terms and conditions of this Agreement into all sub-agreements with subconsultants in respect of the Services necessary to preserve all rights of the City under this Agreement.

T00020-CA (v. 2.4 - 0708/2015)



Consultant shall be fully responsible to the City of all acts and omissions of subconsultants and of persons employed by any subconsultant.

- D. **Not an Agent of the City.** Nothing in this Agreement shall be interpreted so as to render the City the agent, employer, or partner of Consultant, or the employer of anyone working for or subcontracted by Consultant, and Consultant must not do anything that would result in anyone working for or subcontracted by Consultant being considered an employee of the City. Consultant is not, and must not claim to be, an agent of the City.

E. **Independent Contractor:**

- i. Consultant is an independent contractor. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The City shall not control or direct the details, means, methods or processes by which Consultant performs the Services. Consultant is responsible for performance of the Services and may not delegate or assign any Services to any other person except as provided for herein. Consultant shall be solely liable for the work quality and conditions of any partners, employees and subconsultants.
- ii. No offer or obligation of permanent employment with the City or particular City department or agency is intended in any manner, and Consultant shall not become entitled by virtue of this Agreement to receive from the City any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. Consultant shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of Consultant's performance of Services under this Agreement. In connection therewith, Consultant shall defend, indemnify and hold the City harmless from any and all liability, which the City may incur because of Consultant's failure to pay such taxes.

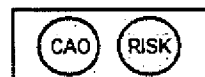
5. **REPRESENTATIVES AND COMMUNICATIONS**

- A. **City's Project Representative.** The City appoints the individual named below as the City's Project Representative for the purposes of this Agreement ("City's Project Representative"). The City may unilaterally change its project representative upon notice to Consultant.

Name: Dana Van Horn
Title: Construction Manager
Address: 2 Salinas Street, Suite B, Salinas, CA 93901
Telephone: (831) 419-7234
Email: dana.vanhorn@weareharris.com

- B. **Consultant's Project Manager.** Consultant appoints the person named below as its Project Manager for the purposes of this Agreement ("Consultant's Project Manager").

T00020-CA (v. 2.4 -- 0708/2015)



Name: Robert Harary
Title: Principal Engineer / Capital Programs Manager
Address: 580 Pacific Street, Room 7, Monterey, CA 93940
Telephone: (831) 646-3921
Email: harary@monterey.org

- C. **Meet and Confer.** Consultant agrees to meet and confer with the City's Project Representative, its agents or employees with regard to Services as set forth herein as may be required by the City to insure timely and adequate performance of this Agreement.
- D. **Communications and Notices.** All communications between the City and Consultant regarding this Agreement, including performance of Services, shall be between the City's Project Representative and Consultant's Project Manager. Any notice, report, or other document that either party may be required or may wish to give to the other must be in writing, unless otherwise provided for, and shall be deemed to be validly given to and received by the addressee, if delivered personally, on the date of such personal delivery, if delivered by email, on the date of transmission, or if by mail, seven (7) calendar days after posting.

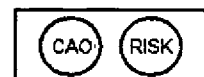
6. INDEMNIFICATION

Consultant hereby agrees to the following indemnification clause:

To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), Consultant shall defend (with legal counsel reasonably acceptable to the City), indemnify and hold harmless the City and its officers, designated agents, departments, officials, representatives and employees (collectively "Indemnitees") from and against claims, loss, cost, damage, injury expense and liability (including incidental and consequential damages, court costs, reasonable attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) to the extent they arise out of, pertain to, or relate to, the negligence, recklessness, or willful misconduct of Consultant (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused in part by the negligence or willful misconduct of such Indemnitee.

Notwithstanding the provisions of the above paragraph, Consultant agrees to indemnify and hold harmless the City from and against any and all claims, demands, defense costs, liability, expense, or damages arising out of or in connection with damage to or loss of any property belonging to Consultant or Consultant's employees, subconsultants, representatives, patrons, guests or invitees, if such claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

T00020-CA (v. 2.4 - 0708/2015)



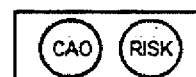
Consultant further agrees to indemnify the City for damage to or loss of City property to the proportionate extent they arise out of Consultant's negligent performance of the work associated with this Agreement or to the proportionate extent they arise out of any negligent act or omission of Consultant or any of Consultant's employees, agents, subconsultants, representatives, patrons, guests or invitees; if such claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, and excepting such damage or loss arising out of the negligence of the City.]

7. INSURANCE

Consultant shall submit and maintain in full force all insurance as described herein. Without altering or limiting Consultant's duty to indemnify, Consultant shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

- A. Commercial General Liability Insurance including but not limited to premises, personal injuries, bodily injuries, property damage, products, and completed operations, with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
 - B. Professional Liability Insurance with limits of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Consultant will either maintain or cause to be maintained professional liability coverage in full force or obtain extended reporting (tail) coverage (with the same liability limits) for at least three years following the City's acceptance of the work.
 - C. Automobile Liability Insurance covering all automobiles, including owned, leased, non-owned, and hired automobiles, used in providing Services under this Agreement, with a combined single limit of not less than \$1,000,000 per occurrence.
 - D. Workers' Compensation Insurance. If Consultant employs others in the performance of this Agreement, Consultant shall maintain Workers' Compensation insurance in accordance with California Labor Code section 3700 and with a minimum of \$1,000,000 per occurrence.
 - E. Other Insurance Requirements:
 - i. All insurance required under this Agreement must be written by an Insurance company either:
 - 1. admitted to do business in California with a current A.M. Best rating of no less than A:VI;
 - or
 - 2. an insurance company with a current A.M. Best rating of no less than A:VII.
- Exception may be made for the State Compensation Insurance Fund when not specifically rated.

T00020-CA (v. 2.4 - 0708/2015)



- ii. Each insurance policy required by this Agreement shall state that coverage shall not be canceled, except with notice to the City.
- iii. The general liability and auto policies shall:
 1. Provide an endorsement naming the City of Monterey, its officers, officials, employees, and volunteers as additional insureds. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).
 2. Provide that such Consultant's insurance is primary as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Monterey shall be excess to the Consultant's insurance and shall not contribute with it.
 3. Contain a "Separation of Insureds" provision substantially equivalent to that used in the ISO form CG 00 01 10 01 or their equivalent.
 4. Provide for a waiver of any subrogation rights against the City via an ISO CG 24 01 10 93 or its equivalent.
- iv. Prior to the start of work under this Agreement, Consultant shall file certificates of insurance and endorsements evidencing the coverage required by this Agreement with the City of Monterey Risk Management Office. Consultant shall file a new or amended certificate of insurance promptly after any change is made in any insurance policy which would alter the information on the certificate then on file.
- v. Neither the insurance requirements hereunder, nor acceptance or approval of Consultant's insurance, nor whether any claims are covered under any insurance, shall in any way modify or change Consultant's obligations under the indemnification clause in this Agreement, which shall continue in full force and effect. All coverage available to the Consultant as named insured shall also be available and applicable to the additional insured. Notwithstanding the insurance requirements contained herein, Consultant is financially liable for its indemnity obligations under this Agreement.
- vi. All policies shall be written on a first dollar coverage basis or contain a deductible provision. Any deductibles or self-insured retentions ("SIR") must be declared to and approved by the City. At the option of the City, either: the insured shall reduce or eliminate such deductibles or SIR as respects the City, its officers, officials, employees and volunteers; or Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. In no event shall any SIR or insurance policy contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured, or by any means including other insurance, or which is intended to defeat the intent or protection of an additional insured.

T00020-CA (v. 2.4 - 0708/2015)



- vii. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- viii. Consultant shall require and verify that all subconsultants and subcontractors maintain insurance meeting all the requirements stated herein.

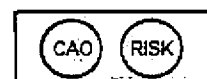
8. PERFORMANCE STANDARDS

- A. Consultant acknowledges and agrees that Consultant and Consultant's agents, employees, and subconsultants performing Services under this Agreement are specially trained, experienced, competent have the degree of specialized expertise contemplated within California Government Code Section 37103, and further, are appropriately licensed to perform the work and deliver the Services required under this Agreement.
- B. Consultant, its agents, employees, and subconsultants shall perform all Services in a safe and skillful manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields in accordance with sound professional practices, and all work product of Consultant shall comply with all applicable laws, rules, regulations, ordinances and codes. Consultant also acknowledges and agrees that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. All Services performed under this Agreement that are required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- C. Consultant shall furnish, at its own expense, all materials, equipment and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. Consultant shall not use the City premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.
- D. Consultant agrees to perform all work under this Agreement to the satisfaction of City and as specified herein. The City's Project Representative or his or her designee shall perform evaluation of the work. If the quality of work is not satisfactory, City in its discretion may meet with Consultant to review the quality of work and resolve the matters of concern, and may require Consultant to repeat the work at no additional fee until it is satisfactory.

9. CITY INFORMATION AND RESOURCES

- A. **Available Information.** The City shall make available to Consultant all relevant information, plans, maps, reports, specifications, standards and pertinent data which is in the hands of the City and is required by Consultant to perform the Services. Consultant shall be entitled to rely upon the accuracy and completeness of such information and data furnished by the City, except where it is stated otherwise or unreasonable.

T00020-CA (v. 2.4 - 0708/2015)

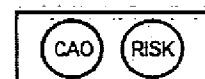


- B. **City Resources.** The City acknowledges that Consultant's ability to provide the Services in accordance with this Agreement may be dependent on the City providing available information and resources in a prompt and timely manner as reasonably required by Consultant. To the extent that the City fails to provide City resources, Consultant shall not be liable for any resulting delay in the Services or failure to meet the Project Schedule, but in no event shall such delay or failure to provide City resources constitute a breach of this Agreement by the City, nor shall Consultant be entitled to extra compensation for same.
- C. **Obligations of Consultant.** No reviews, approvals, or inspections carried out or supplied by the City shall derogate from the duties and obligations of Consultant, and all responsibility related to performance of the Services shall be and remain with Consultant.

10. OWNERSHIP AND USE OF MATERIALS

- A. **Ownership of the Materials.** All data, studies, reports, calculations, field notes, sketches, designs, drawings, plans, specifications, cost estimates, manuals, correspondence, agendas, minutes, notes, audio-visual materials, photographs, models, software data, computer software (if purchased on the City's behalf) and other documents or products produced by Consultant under this Agreement (collectively, "the Materials") are and shall remain the property of the City even though Consultant or another party may have physical possession of them or a portion thereof. Consultant hereby waives, in favor of the City, any moral rights Consultant, its employees, subconsultants, vendors, successors or assignees may have in the Materials. Consultant agrees that all copyrights, which arise from creation of the work or Services pursuant to this Agreement, shall be vested in the City and waives and relinquishes all claims to copyright or intellectual property rights in favor of the City.
- B. **No Patent or Copyright Infringement.** Consultant guarantees that in its creation of the Materials produced under this Agreement, no federal or state patent or copyright laws were violated. Consultant covenants that it will defend, indemnify and hold City harmless from any claim or legal action brought against the City for alleged infringement of any patent or copyright related to City's use of Materials produced by Consultant and its employees, agents and subconsultants under this Agreement.
- C. **Delivery and Use of the Materials.** All Materials shall be transferred and delivered by Consultant to the City without further compensation following the expiration or sooner termination of this Agreement, provided that the City may, at any time prior to the expiration or earlier termination of this Agreement, give written notice to Consultant requesting delivery by Consultant to the City of all or any part of the Materials in which event Consultant shall forthwith comply with such request. The Materials created electronically must be submitted in a format and medium acceptable to the City. The Materials may be used by the City in any manner for the intended purpose or as part of its operations associated with the Materials.
- D. **Survival of Ownership and Use Provisions.** It is understood and agreed that the provisions contained in Section 10, Ownership and Use of Materials, shall survive the expiration or earlier termination of this Agreement, and that this Section is severable for such purpose.

T00020-CA (v. 2.4 - 0708/2015)



- E. **Additional Copies.** If the City requires additional copies of reports, or any other material that Consultant is required to furnish as part of the Services under this Agreement, Consultant shall provide such additional copies, and the City shall compensate Consultant for the actual costs related to the production of such copies by Consultant.

11. CONFIDENTIALITY

- A. **No Disclosure.** Consultant shall keep confidential and shall not disclose, publish or release any information, data, or confidential information of the City to any person other than representatives of the City duly designated for that purpose in writing by the City. Consultant shall not use for Consultant's own purposes, or for any purpose other than those of the City, any information, data, or confidential information Consultant may acquire as a result of the performance of the Services under this Agreement. Consultant shall promptly transmit to the City any and all requests for disclosure of any such confidential information or records. The obligations under this Section shall survive the expiration or earlier termination of this Agreement.
- B. **California Public Records Act.** Consultant acknowledges that the City is subject to the California Public Records Act (Government Code Section 6250 et seq.), known as the "PRA", and agrees to any disclosure of information by the City as required by law. Consultant further acknowledges that it may have access to personal information as defined under the PRA, and Consultant shall not use any such personal information for any purposes other than for the performance of Services under this Agreement without the advance written approval of the City.

All Scopes of Services and related documents received shall be public records, with the exception of those elements which are identified by the consultant as business trade secrets and are plainly marked "Trade Secret", "Confidential" or "Proprietary". If disclosure is required under the PRA or otherwise by law, the City shall not be liable or responsible for the disclosure of any such records and the consultant shall indemnify, defend, and hold the City harmless for any such disclosure.

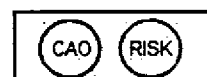
12. CONFLICT OF INTEREST

Consultant is required to file a Form 700 in compliance with the City's Conflict of Interest Code (Resolution No. 12-173 C.S. and any amendment thereof) unless a written determination by the City Manager is made modifying or eliminating said requirement, or unless otherwise exempted by law.

In addition, Consultant, Consultant's employees, and subconsultants agree as follows:

- A. That they shall conduct their duties related to this Agreement with impartiality, and shall, if they exercise discretionary authority over others in the course of those duties, disqualify themselves from dealing with anyone with whom a relationship between them could bring the impartiality of Consultant or its employees into question;
- B. Shall not influence, seek to influence, or otherwise take part in a decision of the City knowing that the decision may further their private interests;

T00020-CA (v. 2.4 - 0708/2015)

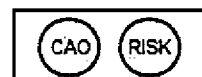


- C. Shall not accept any commission, discount, allowance, payment, gift, or other benefit connected, directly or indirectly, with the performance of Services related to this Agreement, that causes, or would appear to cause, a conflict of interest;
- D. Shall have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of the Services related to this Agreement, and if such financial interest is acquired during the term of this Agreement, Consultant shall promptly declare it to the City, and;
- E. Shall not, during the term of this Agreement, perform a service for, or provide advice to, any person, firm, or corporation, which gives rise to a conflict of interest between the obligations of Consultant under this Agreement and the obligations of Consultant to such other person, firm or corporation.

13. DISPUTE RESOLUTION

- A. **Dispute Resolution Procedures.** The parties shall make reasonable efforts to promptly resolve any dispute, claim, or controversy arising out of or related to an Agreement ("Dispute") using the Dispute Resolution Procedures set forth in this Section.
- B. **Negotiations.** First, the City's Project Representative and Consultant's Project Manager shall make reasonable efforts to resolve any Dispute by amicable negotiations and shall provide frank, candid, and timely disclosure of all relevant facts, information, and documents to facilitate negotiations. Should these negotiations be unsuccessful in resolving the Dispute, the matter shall be promptly referred to the City's Deputy City Manager of Plans and Public Works or designee, and the Consultant's Principal, who shall meet and confer, in good faith, to resolve the Dispute to mutual satisfaction of the parties.
- C. **Mediation.** If all or any portion of a Dispute cannot be resolved by good faith negotiations as set forth above within thirty (30) days of the date that the matter was referred to the Deputy City Manager of Plans and Public Works pursuant to subsection B above, either party may, by notice to the other party, submit the Dispute for formal mediation to a mediator selected mutually by the parties from the Monterey Superior Court's Court-Directed Mediator Panel list. The duration of any such mediation shall not exceed 2 hours unless otherwise agreed to by the parties. The cost of the mediation (including fees of mediators) shall be borne equally by the parties, and each party shall bear its own costs of participating in mediation. The mediation shall take place within the City of Monterey.
- D. **Legal Action/Claims.** Consultant may not bring legal action against the City to resolve a Dispute as set forth herein until it has exhausted its administrative remedies as set forth in subsections B and C above. All claims by Consultant against the City for money or damages must comply with the Government Claims Act (California Government Code Sections 810-996.6) and, if applicable, Monterey City Code Section 1-8.2 regarding claims against the City not otherwise governed by the Government Claims Act.

T00020-CA (v. 2.4 - 0708/2015)



14. TERMINATION OF AGREEMENT

A. **Termination for Cause or Default.** The City reserves the right to immediately terminate this Agreement, in whole or in part, if Consultant or any subconsultant defaults or fails to deliver the Services in accordance with the terms and conditions of this Agreement. Such termination shall be in writing, shall set forth the effective date of termination, shall not result in any penalty or other charges to the City, and may be issued without any prior notice. Without limitation, Consultant is in default of its obligations contained in this Agreement if Consultant, or any subconsultant:

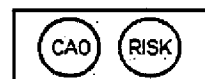
- i. Fails to perform the required Services within the term and/or in the manner provided under this Agreement;
- ii. Fails to supply sufficient, properly skilled workers or proper workmanship, products, material, tools and equipment to perform the Services;
- iii. Fails to observe or comply with all laws, ordinances, including all requirements of governmental or quasi-governmental authorities, including federal, state, and local government enactments, bylaws, and other regulations now or, following the date of this Agreement, in force that pertain to;
- iv. Fails to observe or comply with the City's reasonable instructions;
- v. Breaches the Conflict of Interest provisions of this Agreement; or
- vi. Otherwise violates any provision of this Agreement.

B. **Termination for Convenience.** The City may, at its option, terminate this Agreement, in whole or in part, at any time during the Agreement Term for the convenience of the City.

C. **Steps after Termination:**

- i. Upon termination of this Agreement by the City for any reason, the City shall pay Consultant for satisfactorily performed Services and disbursements incurred by Consultant to the date of termination pursuant to this Agreement, less any amounts necessary to compensate the City for damages or costs incurred by the City arising from Consultant's default. Termination will be without prejudice to any other rights or remedies the City may have.
- ii. Upon receipt of written notice of termination of this Agreement by the City for any reason, Consultant shall:
 1. Promptly cease all Services, including Services provided by any subconsultant, unless otherwise directed by the City; and
 2. Deliver to the City all the Materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement. Such Materials are to be delivered to the City in completed form; however, notwithstanding the provisions of Section 10, Ownership and Use of Materials, herein, the City

T00020-CA (v. 2.4 - 0708/2015)



may condition payment for services rendered to the date of termination upon Consultant's delivery to the City of such Materials.

- iii. In the event this Agreement is terminated by the City for any reason, the City is hereby expressly permitted to assume the projects and Services, and to complete them by any means including, but not limited to, an agreement with another party.

15. LEGAL ACTION / VENUE

- A. Should either party to this Agreement bring legal action against the other, the validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to this Agreement shall be in the Monterey County Superior Court.
- B. If any legal action or proceeding, including action for declaratory relief, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, experts' fees, and other costs, in addition to any other relief to which the party may be entitled.

16. MISCELLANEOUS PROVISIONS

- A. **Non-discrimination.** During the performance of this Agreement, Consultant, and its subconsultants, shall not unlawfully discriminate against any person because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, either in Consultant's employment practices or in the furnishing of services to recipients.
- B. **Acceptance of Services Not a Release.** Acceptance by the City of the Services to be performed under this Agreement does not operate as a release of Consultant from professional responsibility for the Services performed.
- C. **Force Majeure.** Either party shall be absolved from its obligation under this Agreement when and to the extent that performance is delayed or prevented, and in the City's case, when and to the extent that its need for vehicles, materials, or Services to be supplied hereunder are reduced or eliminated by any cause, except financial, for reasons beyond its control. Such reasons include, but are not limited to: earthquake, flood, epidemic, fire, explosion, war, civil disorder, act of God or of the public enemy, act of federal, state or local government, or delay in transportation to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.
- D. **Headings.** The headings appearing herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions of this Agreement. The headings are for convenience only.
- E. **Entire Agreement.** This Agreement, including the Exhibits attached hereto, constitutes the entire agreement between the parties hereto with respect to the terms,

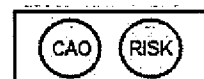
T00020-CA (v. 2.4 - 0708/2015)



conditions, and Services and supersedes any and all prior proposals, understandings, communications, representations and agreements, whether oral or written, relating to the subject matter thereof pursuant to Section 1B, "Amendment of Services". Any Amendment to this Agreement will be effective only if it is in writing signed by both parties hereto and shall prevail over any other provision of this Agreement in the event of inconsistency between them.

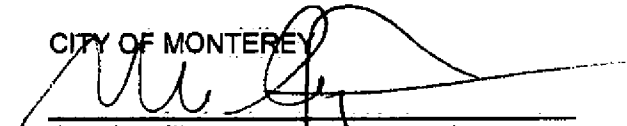

- F. **Conflict between Agreement and Exhibits.** In the event of a conflict between a provision in this Agreement and a provision in an Exhibit attached to this Agreement, the provisions in this Agreement shall take precedence.
- G. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and may be signed in counterparts, but all of which together shall constitute one and the same Agreement.
- H. **Multiple Copies of Agreement.** Multiple copies of this Agreement may be executed, but the parties agree that the Agreement on file in the office of the City's City Clerk is the version of the Agreement that shall take precedence should any difference exist among counterparts of this Agreement.
- I. **Authority.** Any Individual executing this Agreement on behalf of the City or Consultant represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- J. **Severability.** If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability and indemnities shall survive termination of the Agreement for any cause. If a part of the Agreement is valid, all valid parts that are severable from the invalid part remain in effect. If a part of this Agreement is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.
- K. **Non-exclusive Agreement.** This Agreement is non-exclusive and both the City and Consultant expressly reserve the right to enter into agreements with other Consultants for the same or similar services, or may have its own employees perform the same or similar services.
- L. **Assignment of Interest.** The duties under this Agreement shall not be assignable, delegable, or transferable without the prior written consent of the City. Any such purported assignment, delegation, or transfer shall constitute a material breach of this Agreement upon which the City may terminate this Agreement and be entitled to damages.
- M. **City Business License.** Prior to receiving a Notice to Proceed from the City, Consultant shall obtain and maintain a valid City of Monterey Business License for the duration of the Agreement. Costs associated with the license are the responsibility of Consultant.

T00020-CA (v. 2.4 - 07/08/2015)

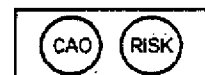


N. Laws. Consultant agrees that in the performance of this Agreement it will reasonably comply with all applicable federal, state and local laws and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the City of Monterey.

IN WITNESS WHEREOF, this Agreement is entered into by the parties hereto on the day and year first above written in Monterey, California.

<p>CITY OF MONTEREY</p> <p> _____ Mayor, City Manager, or Designee Signature</p> <p>Michael McCarthy _____ City Manager _____ City Manager</p>	<p>CONSULTANT</p> <p> _____ Consultant Signature</p> <p>Christopher Dunne _____ Printed Name</p> <p>Vice President of CM _____ Title</p> <p>HARRIS ASSOCIATES _____ Consultant Legal Company Name</p>
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

- | | |
|-------------|----------------------------------|
| Exhibit "A" | Request for Proposals |
| Exhibit "B" | Proposal |
| Exhibit "C" | Final Negotiated Scope |
| Exhibit "D" | Fee Schedule |
| Exhibit "E" | Project Schedule |
| Exhibit "F" | Key Employees and Subconsultants |





**CITY OF MONTEREY
REQUEST FOR PROPOSAL
TO PROVIDE**

**Construction Management and Resident Engineer Services
for the State Highway 1 SB Ramps / Holman Highway 68
Roundabout Project**

November 2, 2015

Approved By:

A handwritten signature in black ink, appearing to read "Steve Wittry", is written over the printed name.

Steve Wittry, PE
City Engineer

CONTENTS

INTRODUCTION 1

MANDATORY PRE-PROPOSAL MEETING..... 1

SUBMISSION OF PROPOSALS..... 1

PROJECT DESCRIPTION 1

SCOPE OF WORK..... 2

THE CITY WILL NOT EXPECT THE CONSULTANT TO:..... 2

TIME LIMITS:..... 2

SUBMISSION REQUIREMENTS 3

PROCEDURES AND EVALUATION OF PROPOSALS 3

GENERAL INFORMATION 5

A. SCOPE OF WORK..... 7

INTRODUCTION: 7

DRAFT SCOPE OF WORK:..... 7

A. PRE-CONSTRUCTION SERVICES..... 8

B. CONSTRUCTION SERVICES..... 10

C. POST-CONSTRUCTION SERVICES 14

D. EQUIPMENT AND MATERIALS PROVIDED BY CONSULTANT 15

E. REIMBURSABLES 15

F. MISCELLANEOUS..... 15

B. PROFESSIONAL SERVICES AGREEMENT 16

1. SERVICES..... 16

2. COMPENSATION..... 17

3. AGREEMENT TERM..... 19

4. CONSULTANT’S EMPLOYEES AND SUBCONSULTANTS 19

5. REPRESENTATIVES AND COMMUNICATIONS..... 20

6. INDEMNIFICATION..... 21

7. INSURANCE..... 22

8. PERFORMANCE STANDARDS..... 23

9. CITY INFORMATION AND RESOURCES 24

10. OWNERSHIP AND USE OF MATERIALS 24

11. CONFIDENTIALITY 25

12. CONFLICT OF INTEREST 25

13. DISPUTE RESOLUTION 26

14. TERMINATION OF AGREEMENT..... 26

15. LEGAL ACTION / VENUE..... 27

16. MISCELLANEOUS PROVISIONS 28

C. FORMAT AND CONTENT OF PROPOSAL..... 30

D. REFERENCE DOCUMENTS AVAILABLE ONLINE 31



**CITY OF MONTEREY
REQUEST FOR PROPOSAL
TO PROVIDE
CONSTRUCTION MANAGEMENT AND RESIDENT ENGINEER SERVICES FOR THE
STATE HIGHWAY 1 SB RAMPS / HOLMAN HIGHWAY 68 ROUNDABOUT PROJECT**

INTRODUCTION

The City of Monterey is requesting proposals from construction management firms experienced in Caltrans transportation projects to provide Construction Management (CM) and Resident Engineer (RE) services for the State Highway 1 SB ramps / Holman Highway 68 Roundabout Project. The scope of work shall include, in general, the full range of services required to perform CM and RE services for a roundabout construction project at the intersection of State Route 68 (also referred to herein as "Holman Highway") and the Highway 1 southbound exit ramp and the intersection of 17 Mile Drive / Highway 1 southbound entrance ramp. The City of Monterey is the Implementing Agency for the project and Caltrans will perform oversight and final acceptance.

MANDATORY PRE-PROPOSAL MEETING

A mandatory pre-proposal meeting will be held at 9:00 am on November 12, 2015 at the City of Monterey Council Chambers, 580 Pacific Street, Monterey, CA 93940.

SUBMISSION OF PROPOSALS

A. Proposals

Five (5) originals of the technical proposal are to be submitted in one envelope or package clearly marked on the exterior as to this solicitation, technical proposal, and due date and time. Your proposal should at least elaborate on all the services that your firm offers (even if not specifically asked for in this Request for Proposal) and, if appropriate, the number of staff and their individual qualifications that are assigned to each area of services offered. Two (2) copies of the fee schedules must be in a separate envelope or package, clearly marked as the fee schedule for this solicitation, with the due date/time.

B. Due Date/Time

Proposals will be received by the City's Engineering office **until 5:00 p.m., December 8, 2015.**

Submit to: Rich Deal, PE, TE, PTOE
City Traffic Engineer
City of Monterey Engineering
580 Pacific Street, Room #7
Monterey, CA 93940

Should you have any questions or need clarification regarding this project or request for proposals, please contact: **Rich Deal, PE, TE, PTOE, City Traffic Engineer, deal@monterey.org**. Traffic Engineer Deal is the sole point of contact for prospective proposers; please do not contact any other City employee regarding this RFP.

PROJECT DESCRIPTION

The City of Monterey, in cooperation with Caltrans, will be constructing a roundabout at the intersection of State Route 68 and the Highway 1 southbound exit ramp and the intersection of 17 Mile Drive / Highway 1



southbound entrance ramp. This roundabout will replace the existing constrained traffic signal. The purpose of the project is to relieve existing and future traffic congestion, improve traffic safety and traffic operations, minimize delay of emergency vehicle access to the Community Hospital of the Monterey Peninsula and reduce the incentive for bypass traffic through the Skyline Forest neighborhood. This roundabout project is a top priority transportation project on the Monterey Peninsula for the City of Monterey, the County of Monterey, Pebble Beach, the Transportation Agency for Monterey County, and the Monterey Bay region.

The improvements for project are anticipated to include paving operations and the installation of curbs, gutters, paving, shared use paths, ADA ramps, drainage facilities, retaining walls, overhead sign structures, roadside signing, pavement delineation, landscaping, traffic handling, and various other items. The City is seeking professional services to assist the City in delivering these improvements. Specifically, the City is seeking Caltrans qualified CM and RE services including pre-bid, construction, and closeout phases of the project.

The estimated cost for construction, based on 90% design plans, is approximately \$5.2 million. All funding is local; no federal funds are involved in this project. Omni Means is the design consultant for the project and the City of Monterey is the Implementing Agency. Construction is scheduled for spring 2016. Plans and specifications are nearly complete. Required Caltrans approvals and encroachment permits are being processed at this time. The scope of work assumes the Contractor will complete the project in approximately 281 working days. Additional background and supporting information can be found at www.tamcmonterey.org

It is anticipated that the consultant services will commence with the bidding phase and will end at the completion of appropriate documentation per Caltrans requirements (including Notice of Completion). The consultant shall remain in an "as-needed" status for questions related to project details until the acceptance of the project by Caltrans (according to Caltrans procedures).

SCOPE OF WORK

- A. Attachment A describes the proposed scope of work to be performed.
- B. Attachment B contains a copy of the City of Monterey's standard Professional Services Agreement. Please review the attached form of professional services agreement for all contractual requirements including insurance and indemnification. Proposers should consider the cost of carrying the insurance required by the attached agreement.
- C. Consultant will be expected to take minutes of meetings and briefings, and report on consensus established for major issues.

Note: All drawings, reports, data, computer files, specifications, calculations, and studies prepared by the consultant shall become the property of the City, with the City able to enjoy all rights of ownership including reproduction of the same.

THE CITY WILL NOT EXPECT THE CONSULTANT TO:

Obtain permits from other government organizations, but will assist in the preparation of any needed applications/forms.

TIME LIMITS:

The anticipated schedule for this project is as follows:



Release of RFP.....	November 2, 2015
Receipt of Proposals.....	Dec. 8, 2015
Review & Rate Proposals	Dec. 9 – Dec. 15, 2015
Consultant Interviews (tentative).....	Dec. 21 – Dec 22, 2016
Consultant selection and negotiations completed by.....	Jan. 8, 2016
City Council Award.....	Jan. 19, 2016
Kickoff meeting (week of).....	Feb. 2, 2016

SUBMISSION REQUIREMENTS

Firms wishing to be considered for this contract should submit, as a minimum, the following:

A. Technical Proposal

1. Relevant experience, both of the firm and the personnel assigned to this project.
2. Specific projects that the firm and assigned personnel have worked on within the past three years, with contact names and phone numbers of the clients.
3. A list of sub-consultants to be used, if any, and their expertise and role in the completion of the project.
4. A description of methodology, techniques, and procedures for each of the scope of work items described.
5. Current Work Load - A brief outline of the firm's current as well as anticipated workload during the period services under this RFP would be provided, including staffing and ability to provide a timely submittal and construction support.
6. A description of how the firm will utilize its resources to start and complete the project in a timely manner.
7. The Consultant will be expected to execute the City's standard form agreement.

Attachment C describes the required format and content for the proposal. Please review this attachment closely and comply with the directions it contains. The ability of the consultant to clearly and concisely convey information will be considered in the review process.

B. Fee Schedule

Provide a separate fee estimate (See Attachment C for submittal requirements) to perform the work on a not to exceed basis. The estimate shall include fee schedules for your firm and proposed sub-consultants, to include an hourly rate for each category of employee (i.e., Resident Engineer, Project Manager, etc.); and fee for related support costs (mileage, blueprint, reproduction, etc.).

PROCEDURES AND EVALUATION OF PROPOSALS

It is the intent of the City to select a firm based on qualifications, recommended project approach, and practical applications which best accomplishes the objectives while incorporating innovative and cost effective methods.

A. Evaluation Criteria

Consultants should submit information sufficient for the City to easily evaluate qualifications with respect to the selection criteria. The absence of required information may cause the package to be deemed non-responsive and may be cause for rejection. An evaluation committee of City staff and other project stakeholders will review and evaluate technical proposals against the following selection criteria:



and project closeout procedures.	
Quality of Schedule Management Approach (2 page limit)	
Describes schedule management approach, scheduling software used, and methods used to recover from slippage of scheduled milestones	
Quality of Cost Management Approach (2 page limit)	
Describes firms' process for cost management, methods for tracking costs, and methods used to recover budget as cost overruns occur	
Sub Total Possible Points – 45	
Local Experience	Points 0-5
Describes experience working in the Monterey Peninsula	
Sub Total Possible Points – 5	
Total Possible Points-100	

B. Procedures

1. At the completion of the review process, proposers will be ranked based upon the criteria described in 8A and the City will select the highest ranked firm; or, at the City’s discretion, the most highly qualified companies will be used to establish a “short list” of finalists.
1. Should the City elect to establish a “short list”, firms on the short list will be asked to formally present their proposals in Monterey and respond to interviewer questions. The interview panel will be the evaluation committee. The presentation and interview session will not exceed one hour per proposer.
2. Following presentations/interviews, the evaluation committee will complete its ranking to determine the most qualified firm for this project. To determine a fair and reasonable price following completion of the ranking process, the sealed fee proposals of all the responsive proposers will be opened, and price, schedule, and scope of work negotiations will commence with the highest ranked firm. If the fees are mutually agreed upon after negotiations, then the firm will be awarded the Professional Services Agreement. If no agreement can be reached with the highest ranked firm, then that firm will be excused, and the proposal of the next ranked firm will be negotiated.
4. Following successful negotiations, the contract must be awarded by the City Council.
5. The City of Monterey reserves the right to reject any and all proposals and to reissue its request for proposals or cancel the project; proposers shall not be entitled to compensation for any pre-contract award work or activities. The City reserves the right to cancel the project at any point following award and pay the consultant only for costs incurred to that point.

C. Prior Reports

Attachment D contains the State Highway 1 SB Ramps / Holman Highway 68 Roundabout Document links.

GENERAL INFORMATION

The period of service required will be mutually agreed upon from the date of the contract. The negotiated fee schedule shall remain in effect throughout the duration of the contract or any extensions thereof.

See the attached contract form of Professional Services Agreement for all contractual requirements, including insurance and indemnification. Proposers should consider the cost of carrying the insurance required by the



attached agreement Attachment B. Any exceptions or requested modifications to the attached form of agreement must be included with the proposal.

All proposals received shall be public records, with the exception of those elements of any proposal which are identified by the consultant as business trade secrets and are plainly marked "Trade Secret", "Confidential" or "Proprietary". If disclosure is required under the California Public Records Act or otherwise by law, the City shall not be liable or responsible for the disclosure of any such records and the consultant shall indemnify, defend, and hold City harmless for any such disclosure.



**SCOPE OF WORK
FOR CONSTRUCTION MANAGEMENT AND RESIDENT ENGINEER SERVICES FOR THE
STATE HIGHWAY 1 SB RAMPS / HOLMAN HIGHWAY 68 ROUNDABOUT PROJECT**

Introduction:

The City of Monterey, in cooperation with Caltrans, will be constructing a roundabout at the intersection of SR-68 and the southbound Highway 1 on/off ramps, with a yield-controlled intersection at 17 Mile Drive and the southbound Highway 1 on ramp. This roundabout will replace the existing constrained traffic signal. The purpose of the project is to relieve existing and future traffic congestion, improve traffic safety and traffic operations, minimize delay of emergency vehicle access to the Community Hospital of the Monterey Peninsula and reduce the incentive for bypass traffic through the Skyline Forest neighborhood.

The improvements for the project include demolition, installation of storm drainage systems, retaining walls, concrete curbs, gutters, sidewalks and ADA ramps, overhead signage, lighting, landscaping, asphalt pavement, signage and striping, and other improvements. The preliminary estimated cost for construction, based on 90% plans, is approximately \$5.2 million.

Although located outside Monterey city limits, the City of Monterey is the implementing agency for construction on this State Project. Caltrans is the CEQA/NEPA lead agency. Funding partners include the Transportation Agency for Monterey County (TAMC), the Pebble Beach Company and the Monterey Bay Unified Pollution Control District (MBUPCD).

The City is looking for a Consultant to provide professional services to assist the City during the construction phase of these improvements. Specifically, this proposal seeks construction management, resident engineer and construction inspection services during the pre-construction, construction, and post-construction phases of the Roundabout Project. Construction is anticipated to be completed within 10 months of issuance of the Notice to Proceed to the Contractor.

Draft Scope of Work:

The following draft scope of work is for use in preparing the Consultant's proposal. While the Consultant is strongly encouraged to modify the following draft scope of work based on similar experience and expertise, the following tasks should be considered and addressed or modified in your proposal.

Consultant shall manage construction performed by the City's Contractor in accordance with the Contract Documents, Caltrans requirements, and City standards.

Consultant shall provide construction management staff consisting of, as a minimum: a Construction Manager (CM), Resident Engineer (RE), and any required Construction Inspection (CI) staff. The Consultant shall identify in the proposal the amount of time anticipated for these roles and the availability of the proposed team members to meet these needs. Specialized support staff and/or sub-consultants shall be incorporated by the Consultant to cover all aspects of the work.

Consultant shall ensure construction operations follow the requirements of Caltrans policy manuals and guidelines, including, but not limited to:

- 2010 Standard Plans and Standard Specifications (including amendments and revisions)
- 2014 California Manual of Uniform Traffic Control Devices
- Construction Manual
- Construction Night Work Guide



- Construction Policy Bulletins (CPBs)
- Construction Procedure Directives (CPDs)
- Construction Site BMP Manual
- Construction Zone Enhanced Enforcement Program Guide
- Flagging Handbook
- Labor Compliance Bulletins
- Local Assistance Procedures Manual
- Local Assistance Program Guidelines
- Standard Test Methods
- Stormwater Pollution Prevention Plan/ Water Pollution Control Program Review Guidance Manual
- Survey Manual
- Temporary Pedestrian Facilities Handbook
- Traffic Operations Policy Directives
- Trenching and Shoring Manual

Caltrans and the City will provide varying levels of project oversight over the Consultant. Consultant shall use its experience with Caltrans to facilitate efficient completion of monitoring reports and documentation reviews. Consultant shall also work effectively with the City's project management team (including the design firm, Omni Means) to ensure the design intent and the needs of the City are met and maintained during construction.

The Consultant shall provide a budget for each task that upon the assumption that the construction Contractor proceeds without delays, works 8 – 10 hours per day, and works on weekends or nights only when necessary. The scope of work assumes the Contractor will substantially complete the Project in approximately 281 working days following the issuance of the Notice to Proceed.

Consultant shall prepare written documentation, including meeting agendas, meeting minutes, monthly progress reports, and correspondence recording all key actions, decisions and meetings throughout the duration of this Professional Services Agreement.

It is strongly recommended that firms research the draft construction implementation plan for the project at <http://monterey.org/en-us/Departments/Plans-Public-Works/Planning/Planning-Projects/Holman-Highway-68-Highway-1-Roundabout> to understand the proposed implementation approach to construction staging.

A. Pre-Construction Services

Task A-1: Document Review and File Set-up

Consultant shall review the Contract Documents, project files, including the construction drawings; technical specifications; front-end Contract Documents; cost estimate; quantity calculations; drainage study; geotechnical reports; encroachment permits; resource agency permits; environmental documents; right of way agreements; utility relocation plans; etc. The plans and specifications will be reviewed to ensure that the work is coordinated, project requirements are clearly communicated, jurisdictional issues are addressed, access issues with adjacent businesses are addressed and to ensure that proper public traffic will be able to safely and efficiently travel through the work zone. Consultant's comments regarding bid-ability, constructability, or clarifications will be in writing to the City and may be incorporated into the final Contract Documents upon City and Caltrans approval via Addenda or Construction Change Order, depending on timing.

Consultant shall support the City's evaluation of the Contractors' bid proposal and contract award package to ensure that bidder is responsive and responsible and that all licenses, permits, insurances and bonds are in place prior to the City's issuance of the Notice to Proceed.



Consultant shall set up a filing system that aligns with the Caltrans Construction Manual. In addition to a hard copy file system, an electronic file system will be set up on a File Transfer Protocol (FTP) site so that designated City, Caltrans, and Omni-Means personnel can view copies of project records on an on-going basis, including RFI log; submittals log; change order log; inspection reports; material testing results; and other project documents.

Task A-2: Community Outreach

Consultant shall:

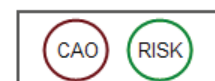
- Assist the City and TAMC with public outreach and attend periodic interagency task force meetings.
- Attend project team initial kick-off meetings and subsequent meetings, with local businesses and residents; representatives of Pebble Beach Company, MST, CHOMP, TAMC, County of Monterey, Monterey Peninsula Unified School District, Chamber of Commerce, first responders, City of Pacific Grove, City of Carmel, bicycle advocates, disabled advocates, utility companies, etc.
- Prepare draft news releases for each stage of construction for local media (announcing major disruptions and milestones) and monthly look-ahead/accomplished work. These will be provided to TAMC and the City for dissemination.
- Periodically meet with business owners including representatives of CHOMP and emergency services providers as necessary. It is envisioned that there will be outreach efforts during the entire construction of the project, however, meetings will likely be focused around changes in construction staging.

This activity will continue through project close-out.

Task A-3: Pre-Construction Conference

Consultant shall organize and conduct a Pre-Construction Conference with the Contractor, subcontractors, utility companies, Caltrans, City, Pebble Beach, Omni Means, and the Consultant team to discuss the following items:

- Administrative matters
- Caltrans requirements
- Construction phasing
- Construction staking
- Cooperation with adjacent property owners
- Environmental requirements
- Inspection of materials (including source inspection)
- Issues that need to be resolved before work commences
- Labor compliance
- Lines of authority for City's, Contractor's and Consultant's personnel
- Materials inspection requirements/coordination
- Minimizing public traffic delays
- Mobilization issues
- Progress payment applications
- Progress schedule
- Proper recourse for disputes
- Requirements for storm water pollution prevention
- Safety and accident prevention
- Staging area
- Submittal process
- Traffic handling/management



- Work involved

Task A-4: Pre-Construction Field Reviews and Coordination

Consultant shall prepare a detailed photo and video log of the project site, including the staging area. Photos and videos will be labeled to document critical features and environmental concern areas.

Additionally, Consultant shall coordinate with Caltrans, the City and the City's design consultant to ensure:

- A clear understanding of all permits' requirements
- Right of way notifications are made
- Notifications to other agencies are made
- Lines of communication and coordination procedures are established
- City-specific forms and procedures are identified
- Business/adjacent land-owner specific issues are understood
- Requirements of the Cooperative Agreements are clear

B. Construction Services

Task B-1: Project Management and Document Control

Consultant shall coordinate all administrative, management, inspection, and testing activities of the construction contract. Consultant shall coordinate all work involved with Caltrans, City, utility companies, stakeholders and other members of the Consultant teams. Consultant shall at all times provide project management and sufficient staff and subconsultants to carry out the requirements of the project.

All written communications shall be produced, logged, tracked, updated, and maintained throughout the project by the Consultant. These files may be accessed by the City, Caltrans, and others via the FTP site throughout the project, and include, but are not limited to:

- Change Orders
- Correspondence Logs
- Daily Field Reports
- Environmental and Regulatory Compliance
- Equipment Manuals
- Field Directives
- Handbooks
- Inspection Records
- Meeting Agendas and Minutes
- Pay Requests
- Product Data
- Quantity Verifications
- RFIs
- Samples
- Shop Drawing Reviews
- Submittals
- Test Reports

Consultant shall compile a complete Project History File of the construction and closeout phases of the project in accordance with Caltrans requirements.



Consultant shall enforce Contractor requirements for insurance certificates, manage mechanic's liens, coordinate "stop" notices and prepare responses to requests for information from labor unions. Copies of these documents will be forwarded to the City.

When appropriate, Consultant will coordinate with the design team regarding interpretations of the meaning and intent of the plans and specifications. Any potential errors or omissions that are found on the Contract Documents during construction will be immediately brought to the attention of the City and design team.

The Consultant shall be responsible for ensuring Contractor fulfills conditions required by the various funding sources.

Consultant shall prepare a month-by-month consultant fee budget at the onset of the project to ensure that the Consultant's fees are properly managed. Subconsultants will be effectively managed to ensure the proper work gets done while controlling costs.

Task B-2: Progress Meetings

Consultant shall conduct weekly construction progress meetings with the City, Caltrans, and the Contractor to review project status, pending construction activities (i.e. two week look ahead); facilitate decision making; and discuss issues that have the potential of adversely affecting the project budget, schedule, or quality of work. As needed, utility company and design firm representatives will attend the meetings. Consultant shall prepare agendas and distribute meeting minutes before the next meeting. Additional issue-focused meetings will be conducted as necessary with the City, Caltrans, utility companies, stakeholders, property owners, etc. Consultant shall track all action items and open issues to conclusion.

Task B-3: Project Schedule Reviews and Updates

Consultant shall review, approve and distribute Contractor's baseline schedule and monthly updates. Consultant shall monitor, analyze and update the Contractor's schedule for compliance with the specifications and to ensure it is realistic. Activity sequences, durations, critical path items, allocation of labor and materials, processing of submittals, and long-lead time items will be analyzed. Monthly updates will be required. Delays and accelerations will be tracked. Weekly Statements of Working Days will be prepared in accordance with Caltrans' guidelines.

The Contractor's base-line schedule will be analyzed by Consultant to ensure that it is accurate, free of errors and realistic. As a minimum, schedule shall include: construction stages, utility relocations, traffic detour plans/stages and critical path items that will be submitted by the Contractor for monthly review and approval by Consultant.

Task B-4: Progress Reports

Consultant shall prepare monthly progress reports and submit the reports to the City, Caltrans, TAMC, Pebble Beach, and other stakeholders. The progress reports will contain as a minimum:

- Anticipated claims
- Anticipated work for the following month
- Budget status
- CCOs
- Environmental issues
- Permit issues
- Photographs documenting the work progress



- Problems encountered
- Progress of the work
- Project schedule
- RFI logs
- Submittal logs
- Work Progress

Task B-5: Submittals, Shop Drawings and RFIs

Prior to commencement of construction, Consultant shall prepare a list of required submittals and shop drawings to be prepared by the Contractor.

Consultant shall coordinate, document, and make engineering recommendations regarding submittals, product data, samples, shop drawings and RFIs, in accordance with the plans and specifications. As appropriate, submittals will be handled internally by the Consultant's team or forwarded to the design team and/or the City for response. Consultant shall consult with the design team to establish and implement procedures for expediting the processing of these reviews. All submittals, shop drawings and RFIs will be logged and tracked by the Consultant.

Task B-6: Utility Coordination

Consultant shall coordinate with utility companies and the Contractor to facilitate effective and timely relocations, protections, adjustments, inspections, new construction and new services.

Task B-7: Construction Inspection

Consultant shall inspect the construction and the contractor's operations. Consultant shall interpret the intent of the plans and specifications to protect the City against defects and deficiencies on the part of the Contractor. Consultant shall review Contractor access, staging, parking, and other logistical issues of construction and resolve problems.

Consultant shall ensure that the Contractor's work is being performed in accordance with the Contract Documents and specifically monitor quality, cost and schedule. Recommendations will be made to the City anytime the Contractor's work does not conform to the contract requirements. A determination as to whether such work should be allowed to proceed and/or remain as installed will be made by the City or Caltrans. When rejection of work is contemplated that may delay the work or expose the City to a notice of potential claim, such work will be discussed with the City before issuing applicable field directives.

Detailed inspection daily diaries will be prepared. The diaries will conform to the Caltrans Construction Manual and will be reviewed by the CM.

Field inspections will be performed on a daily basis unless no work is underway. Inspect all construction prior to burial, coordinate and provide material testing and special inspections. Coordinate construction staking request with the design firm.

The RE/Inspector will check grades and alignments as the work progresses and coordinate with the design Consultant before making minor field adjustments. Collect, review, and organize delivery tickets for materials and equipment. The RE/inspector will identify actual and potential construction problems associated with the project and recommend engineering solutions to mitigate the problems.

Consultant shall review and make recommendations regarding all traffic control proposals, and inspect the Contractor's traffic control/management to ensure compliance with the specifications, Caltrans standard plans,

standard specifications, and MUTCD.

Task B-8: Materials Quality Assurance Testing

Consultant shall be responsible for hiring materials testing laboratory and providing special inspections for project materials acceptance testing in accordance with Caltrans requirements.

The Consultant will coordinate and review all test results, and work with the Contractor to resolve deficiencies or defective work. The Consultant shall make recommendations to the City regarding special inspection or further testing of work not in accordance with the Contract Documents, whether or not such work should be then fabricated, installed or completed. Consultant shall inform City of work that Consultant believes does not conform to the requirements of the Contract Documents and should be rejected.

Prepare Materials Certificates, in accordance with the Caltrans requirements, at the completion of construction. Results and any special information to support the Materials Certificate will be prepared by the Consultant.

Task B-9: Monthly Progress Payments

Consultant shall meet with the Contractor to determine monthly pay amounts and will submit a detailed pay request spreadsheet to the City. The Contractor's pay request will be checked and signed by two of Consultant's personnel. Back-up documentation that conforms to Caltrans procedures will be maintained.

Consultant shall track and manage all construction costs, including CCOs, potential claims, quantity over/under-runs, extra work requests, etc. Special attention will be given to "big ticket" risks and bid items to make sure costs are contained.

Task B-10: Labor Compliance

Consultant shall perform labor compliance tasks, including checking certified payroll records, fringe benefit statements, owner-operator statements, subcontractor utilization, apprentice utilization and labor interviews. The Contractor's bulletin board will be inspected to enforce poster requirements. Payroll records will be spot-checked against inspector daily reports to ensure contractor compliance with federal and state labor laws.

Task B-11: Contract Change Orders

Consultant shall recommend necessary or desirable changes to the City and the design team, review Contractor's request for changes, negotiate change orders, submit recommendations to the City, facilitate approvals, and process changes through the City. Consultant shall prepare change orders in compliance with City procedures and Caltrans Construction Manual protocols. Additionally, change order prior approval procedures will be developed with the City to ensure change orders are issued prior to Contractor commencement of change order work. Independent cost estimates, in accordance with Caltrans procedures, will be prepared by Consultant when requested by City.

Task B-12: Environmental and Permits

Consultant shall ensure that Contractor's operations conform to all environmental mitigation requirements and any resource agency permit conditions. For any permits requiring pre-construction activities, coordination will occur with the City and the Contractor to facilitate compliance.

The Contractor will be required to prepare a Caltrans-formatted Water Pollution Control Plan (WPCP). Consultant shall review the Contractor's WPCP and coordinate with the Contractor until the WPCP is approved. It is anticipated that the Caltrans Permits office will be directly involved in the approval of the WPCP. Inspection and management of stormwater activities will comply with Caltrans requirements.



Consultant shall review the contractor's WPCP field implementation and direct corrective actions as appropriate.

Document Contractor's SWPP/BMPs/Erosion Control Measures. Document adherence to environmental permits and mitigation requirements.

Task B-13: Claims Management

Any notice of potential claim will be immediately reported to the City, and Consultant shall diligently work toward expedient resolution of the potential claim. Potential claims will be analyzed, reviewed with the City and the design team, monitored and managed in accordance with the Construction Manual.

Consultant shall provide a separate task and an allowance in the fee to analyze, mitigate, coordinate, administer, and make recommendations regarding claims submitted by the Contractor.

Task B-14: Final Inspection

Consultant shall coordinate nearly-complete construction inspections with the Contractor, City, Caltrans, and the design team, for the purpose of developing 'punch list'. The punch-list will identify the status of incomplete work and identify corrections necessary to complete the work.

Consultant shall coordinate final inspections of all construction with the Contractor, City, Caltrans, stakeholders, and the design team to ensure compliance with the plans, specifications, field directives and approved change orders. Consultant shall issue a Notice of Substantial Completion to the Contractor upon pre-approval by the City and Caltrans.

Any damage identified as being caused by the Contractor's operations will be documented and tracked until the contractor repairs the damage to pre-project conditions or to the requirements of the Contract Documents.

Consultant shall secure and transmit to the City required guarantees, affidavits, releases, bonds, waivers, keys, spare parts, and manuals. Consultant shall deliver a statement to the City indicating that the project has been completed in accordance with the Contract Documents. A signed proposed final estimate will accompany the recommendation for final acceptance. Consultant will recommend issuance of the Notice of Completion.

Task B-15: Safety

Consultant shall review the Contractor's Code of Safe Practices, spot-attend the Contractor's safety meetings and maintain an overall awareness of safety. The Contractor's bulletin board will be inspected to enforce poster requirements. Any accidents, including property damage, will be reported to the City. All safety incidents will be documented with photographs and a written report. The Contractor's operation will be reviewed in the context of regulations for occupational safety and health standards for all construction activities.

Consultant shall ensure that the Contractor has an O.S.H.A. Health and Safety Program in effect as required by statutes.

C. Post-Construction Services

Task C-1: Final Quantities and Payment

Consultant shall reconcile, document and ensure there is detailed back-up documentation for all completed items of work, including contract change orders. Consultant shall coordinate with the Contractor to determine



the appropriate final pay amount and submit a detailed pay request to the City. If mutual agreement is not achievable, the Consultant shall prepare a report that details the discrepancies and positions of each party. The pay request will be checked and signed by two of Consultant's personnel. Consultant shall endeavor to resolve any disputed items with the Contractor to the City's satisfaction. If there are claim notices, then the claims will be administered in accordance the Claims Management task.

Task C-2 Record Drawings

Consultant shall provide the City with one set of record drawings with "As built" corrections. The record drawings will be prepared by the Contractor and submitted as a condition of monthly payments applications. The as-built changes will be made by hand using red ink and will be transmitted to the design team for preparation of the final record drawings.

Task C-3 Contract Records

Consultant shall provide the City with the original set of construction records cataloged in accordance with the Caltrans Construction Manual filing system. In addition to hard copies, Consultant shall provide CD's with PDF copies of all construction records cataloged in accordance with the Caltrans Construction Manual filing system.

Task C-4 11-Month Post Construction Warranty

Perform an 11-month post-construction warranty walk-through, and coordinate any repairs with the contractor, design firm, Caltrans, and the City.

D. Equipment and Materials Provided by Consultant

Consultant shall provide all necessary instruments, equipment, tools and personal protective safety equipment required for their personnel to perform their work accurately, efficiently and safely.

Consultant shall provide their field personnel with vehicles suitable for the location and nature of work involved. Field vehicles will be equipped with flashing amber lights and Consultant's identifiers.

E. Reimbursables

Consultant may charge the City for the actual direct costs for, without mark-up for:

- Postage.
- Deliveries.
- Reproduction.
- Vehicle mileage at IRS rate.
- Employee per-diem, following prior written authorization by the City.
- Subconsultants, including material testing laboratory

F. Miscellaneous

The project specifications require the construction contractor to provide a field office for the CM/RE firm.

PROFESSIONAL SERVICES AGREEMENT
for the
Construction Management and Resident Engineer Services
for the State Highway 1 SB Ramps / Holman Highway 68 Roundabout Project

THIS AGREEMENT is executed this ____ day of _____, 201__, by and between the CITY OF MONTEREY, a municipal corporation, (hereinafter "City"), and [Name of Consultant], (hereinafter "Consultant"), collectively referred to herein as the "parties".

WHEREAS, the City wishes to engage Consultant to perform the services required by this Agreement; and,

WHEREAS, Consultant is willing to render such professional services, as hereinafter defined, on the following terms and conditions; and

WHEREAS, Consultant represents that it is trained, experienced and competent and holds all necessary licenses and certifications to perform the services required by this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties hereby covenant and agree as follows:

1. SERVICES

- A. **Scope of Services.** Consultant agrees to provide to the City, as the scope of services ("Scope of Services") under this Agreement, the following services: [insert general description of the scope of work], as further described in the City's Request for Proposals ("RFP") dated [insert date of RFP] attached hereto as Exhibit "A", and Consultant's Proposal ("Proposal") dated [insert date of Proposal], attached hereto as Exhibit "B" [OPTIONAL LANGUAGE IF NEW SCOPE HAS BEEN CREATED DURING NEGOTIATIONS: and Final Negotiated Scope of Services ("Final Scope") attached hereto as Exhibit "C". In case of any conflict between these documents, it is the express intent of the parties hereto that the order of precedence and controlling language shall be in the following order: No. 1 this Agreement; No. 2 the City's Request for Proposals (Exhibit "A"); No. 3 Consultant's Proposal (Exhibit "B") [or, No. 3 Final Negotiated Scope (Exhibit "C")] [add additional items if applicable, No. 4 – X, insert Exhibits sequentially in the order controlling terms should apply]. The Scope of Services under this Agreement shall include, but is not limited to, a project description, project phases, task descriptions, identification of key personnel, identification of subconsultants, their key personnel and general description of services they will perform, as further set forth in this Agreement and attachments hereto.
- B. **Amendment of Services.** The City may, from time to time, by written notice to Consultant, make changes to the Scope of Services as defined in Section 1.A above, and Consultant shall carry out the Services subject to such changes, within the time limits agreed to by the parties. The compensation and/or Project Schedule shall be increased or decreased by written amendment to this Agreement ("Amendment"), signed by the City and Consultant, prior to commencement of any such changes of the Services, however any change in Scope or increase in compensation beyond the Scope or compensation limits amount approved by the Monterey City Council shall be authorized and approved in advance by Council. The City shall not be liable to pay additional compensation to Consultant for any additional services performed without a prior written Notice to Proceed with these amended services.
- C. **Supplemental Services.** Consultant shall, if requested in writing by the City, perform supplemental services at the hourly rates set forth in the Fee Schedule attached hereto as Exhibit "C". Consultant



shall not provide any supplemental services in excess of the Scope of Services under this Agreement without a prior written Notice to Proceed with these supplemental services. All other terms of this Agreement shall apply to any authorized supplemental services.

2. COMPENSATION

- A. **Total Fee.** The City agrees to pay and Consultant agrees to accept as full and fair consideration for the performance of this Agreement, an hourly fee as set forth in Consultant's Fee Schedule (Exhibit "C"), in a total amount not-to-exceed _____ Thousand Dollars (\$_____.00). Such compensation shall be considered the "Maximum Authorized Expenditure" under this Agreement. The Fee Schedule shall include, but is not limited to, fees for each phase and task, not-to-exceed total fee, hourly rates, reimbursable rates and subconsultant mark-up rates. The payment of any compensation to Consultant hereunder shall be contingent upon performance of the terms and conditions of this Agreement to the satisfaction of the City. If the City determines that the Services set forth in the written invoice have not been performed in accordance with the terms of this Agreement, the City shall not be responsible for payment until such time as the Services have been satisfactorily performed.
- B. **Invoicing.** Consultant shall submit to the City monthly written invoices to the City's Project Representative, identified in Section 5 herein. Invoices shall be prepared in a form satisfactory to the City, describing the services rendered and associated costs for the period covered by the invoice. The City shall provide invoicing format upon request. Except as specifically authorized by the City, Consultant shall not bill the City for duplicate services performed by more than one person. Consultant's invoices shall include, but are not limited to, the following information:
- i. Project Title, the City's Purchase Order number (when applicable) and City's Project Code(s) for each project;
 - ii. Invoice number and date;
 - iii. A brief description of services performed for each project phase and/or task;
 - iv. The budgeted amount for each phase, task and item, including the total amount, with the same for approved Amendments, if any;
 - v. Amount invoiced to date divided by the agreed total compensation, expressed as a percentage, with the same for approved Amendments, if any;
 - vi. The amount earned and invoiced to date for each phase, task and/or item, including the total amount, with the same for approved Amendments, if any;
 - vii. The amount previously invoiced for each phase, task and/or item, including the total amount, with the same for approved Amendments, if any;
 - viii. The amount due for the period covered by this invoice for each phase, task and/or item, including the total amount, with the same for approved Amendments, if any;
 - ix. For time and materials authorizations, the number of hours spent, by whom and their hourly rate for each phase, task and/or item, including the total amount;
 - x. The costs incurred, including reimbursables, for each phase, task and/or item for the agreed total compensation and approved Amendments, if any, along with a brief description of those costs;



- xi. The total amount due for the period covered by this invoice, including subconsultants and vendors of services or goods;
- xii. Copies of subconsultant invoices, including hourly breakdowns when requested by City, vendor invoices and reimbursable invoices.

Any such invoices shall be in full accord with any and all applicable provisions of this Agreement. Consultant shall submit invoices to the City on or before the sixteenth (16th) day of each month for services performed in the preceding month. The City shall make payment on each such invoice within thirty (30) days of receipt; provided, however, that if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement, the City shall not be obligated to process any payment to Consultant until thirty (30) days after a correct and complying invoice has been submitted by Consultant.

The City shall not be obligated to pay Consultant a greater percentage of the Maximum Authorized Expenditure than the actual percentage of services completed as of the invoice date.

Consultant agrees to remit and shall be responsible for all withholding taxes, income taxes, unemployment insurance deductions, and any other deductions required by applicable federal, state or local laws and regulations for Consultant, its employees, subconsultants and vendors of services or goods.

- C. **Adjustment of Fees.** The City may increase or decrease the Maximum Authorized Expenditure by issuing an Amendment to the Agreement in accordance with Section 1.B "Amendment of Services" above. Should Consultant consider that any request or instruction from the City's Project Representative constitutes a change in the scope of services, Consultant shall so advise the City's Project Representative, in writing, within fourteen (14) calendar days of such request or instruction. Without said written advice within the time period specified, the City shall not be obligated to make any payment of additional compensation to Consultant.
- D. **Hourly Rates.** Unless noted elsewhere in this Agreement, payment for all authorized services, including payment for authorized supplemental and on-call, as-needed services, shall be made by the City to Consultant in accordance with the various rates as set forth in the Consultant's Fee Schedule (Exhibit "C").
- E. **Subconsultants and Vendors.** Invoices for subconsultants and vendors of services or goods shall be paid by the City to Consultant in accordance with the various rates as set forth in the Consultant's Fee Schedule (Exhibit "C"). All reimbursable expenses shall be considered as included within the Maximum Authorized Expenditure. Consultant shall be solely responsible for payment to subconsultants and vendors of services or goods, and the City shall not be responsible or liable for any payments to subconsultants and vendors, either directly or indirectly.
- F. **Audit and Examination of Accounts:**
 - i. Consultant shall keep and will cause any assignee or subconsultant under this Agreement to keep accurate books of records and accounts, in accordance with sound accounting principles, which pertain to services to be performed under this Agreement.
 - ii. Any audit conducted of books of records and accounts shall be in accordance with generally accepted professional standards and guidelines for auditing.
 - iii. Consultant hereby agrees to disclose and make available any and all information, reports, books of records or accounts pertaining to this Agreement to the City and any City of the County of



Monterey, the County of Monterey or other federal, state, regional or governmental agency which provides funding for these Services.

- iv. Consultant shall include the requirements of Section 2F, "Audit and Examination of Accounts", in any and all contracts with assignees or subconsultants under this Agreement.
- v. All records provided for in this Section are to be maintained and made available throughout the performance of this Agreement and for a period of not less than four (4) years after full completion of services hereunder, except that any and all such records which pertain to actual disputes, litigation, appeals or claims shall be maintained and made available for a period of not less than four (4) years after final resolution of such disputes, litigation, appeals or claims.

3. AGREEMENT TERM

- A. **Term.** The work under this Agreement shall commence [start date of contract] and shall be completed by [end date of contract] unless sooner terminated or the City grants an extension of time in writing pursuant to the terms of this Agreement, except for provisions in this Agreement that shall survive the termination or completion of this Agreement. Consultant shall perform any supplemental or on-call services as set out in Section 1.C, "Supplemental and On-Call Services", in a timely manner or in accordance with the agreed upon Project Schedule, completion dates or time periods.
- B. **Timely Work.** Consultant shall perform all Services in a timely fashion, as set forth more specifically in Section 3.A, "Term", and Section 3.C, "Project Schedule", of this Agreement. Failure to perform is hereby deemed a material breach of this Agreement, and the City may terminate this Agreement with no further liability hereunder, or may authorize, in writing, an extension of time to the Agreement.
- C. **Project Schedule.** If applicable, services shall be completed by Consultant in accordance with the Project Schedule attached hereto as Exhibit "D". The parties may, from time to time, by Amendment, alter the Project Schedule. Consultant shall provide the Services pursuant to the Project Schedule or any applicable Project Schedule Amendment. If at any time Consultant discovers that the Project Schedule cannot be met, Consultant shall immediately notify the City in writing and provide a revised Project Schedule for review and consideration by City.
- D. **Notice to Proceed.** Upon execution of this Agreement by both parties and the receipt of all documentation required by this Agreement to be provided by Consultant to the City, the City shall issue a written Notice to Proceed to the Consultant. The City may, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, Consultant shall diligently proceed with the Services authorized and complete those Services within the agreed time period specified in said notice. Consultant shall not proceed with any of the Services unless they have received a Notice to Proceed from the City.

4. CONSULTANT'S EMPLOYEES AND SUBCONSULTANTS

- A. **Listed Employees and Subconsultants.** Consultant shall perform the Services using the individuals listed in the Key Employees and Subconsultants List attached hereto as Exhibit "E".
- B. **Substitution of Employees or Subconsultants:**
 - i. Consultant shall not substitute any key employee or subconsultant listed in Exhibit "E" without the prior written approval of the City, such approval shall not be withheld unreasonably. The City shall not approve removal or substitution of employees or subconsultants for the reason that Consultant or its affiliates has called on such individuals to perform services for another client of the Consultant.



- ii. If, at any time, the City reasonably objects to the performance, experience, qualifications or suitability of any of Consultant's employees or subconsultants, then Consultant shall, on written request from the City, replace such employee or subconsultant. Consultant shall, subject to scheduling and staffing considerations, make reasonable efforts to replace the individual with an individual of similar competency and experience.
 - iii. Regardless of whether or not the City consents to, or requests a substitution of any employee or subconsultant of Consultant, the City shall not be liable to pay additional compensation to Consultant for any replacement or substitution.
- C. **Sub-agreements with Subconsultants.** Consultant shall incorporate the terms and conditions of this Agreement into all sub-agreements with subconsultants in respect of the Services necessary to preserve all rights of the City under this Agreement. Consultant shall be fully responsible to the City of all acts and omissions of subconsultants and of persons employed by any subconsultant.
- D. **Not an Agent of the City.** Nothing in this Agreement shall be interpreted so as to render the City the agent, employer, or partner of Consultant, or the employer of anyone working for or subcontracted by Consultant, and Consultant must not do anything that would result in anyone working for or subcontracted by Consultant being considered an employee of the City. Consultant is not, and must not claim to be, an agent of the City.
- E. **Independent Contractor:**
- i. Consultant is an independent contractor. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The City shall not control or direct the details, means, methods or processes by which Consultant performs the Services. Consultant is responsible for performance of the Services and may not delegate or assign any Services to any other person except as provided for herein. Consultant shall be solely liable for the work quality and conditions of any partners, employees and subconsultants.
 - ii. No offer or obligation of permanent employment with the City or particular City department or agency is intended in any manner, and Consultant shall not become entitled by virtue of this Agreement to receive from the City any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. Consultant shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of Consultant's performance of Services under this Agreement. In connection therewith, Consultant shall defend, indemnify and hold the City harmless from any and all liability, which the City may incur because of Consultant's failure to pay such taxes.

5. REPRESENTATIVES AND COMMUNICATIONS

- A. **City's Project Representative.** The City appoints the individual named below as the City's Project Representative for the purposes of this Agreement ("City's Project Representative"). The City may unilaterally change its project representative upon notice to Consultant.

Name: _____
Title: _____
Address: _____
Telephone: _____



Email: _____

B. **Consultant's Project Manager.** Consultant appoints the person named below as its Project Manager for the purposes of this Agreement ("Consultant's Project Manager").

Name: _____

Title: _____

Address: _____

Telephone: _____

Email: _____

C. **Meet and Confer.** Consultant agrees to meet and confer with the City's Project Representative, its agents or employees with regard to Services as set forth herein as may be required by the City to insure timely and adequate performance of this Agreement.

D. **Communications and Notices.** All communications between the City and Consultant regarding this Agreement, including performance of Services, shall be between the City's Project Representative and Consultant's Project Manager. Any notice, report, or other document that either party may be required or may wish to give to the other must be in writing, unless otherwise provided for, and shall be deemed to be validly given to and received by the addressee, if delivered personally, on the date of such personal delivery, if delivered by email, on the date of transmission, or if by mail, seven (7) calendar days after posting.

6. **INDEMNIFICATION**

Consultant hereby agrees to the following indemnification clause:

To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), Consultant shall defend (with legal counsel reasonably acceptable to the City), indemnify and hold harmless the City and its officers, designated agents, departments, officials, representatives and employees (collectively "Indemnitees") from and against claims, loss, cost, damage, injury expense and liability (including incidental and consequential damages, court costs, reasonable attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) to the extent they arise out of, pertain to, or relate to, the negligence, recklessness, or willful misconduct of Consultant, any subconsultant or subcontractor, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused in part by the active negligence or willful misconduct of such Indemnitee.

Notwithstanding the provisions of the above paragraph, Consultant agrees to indemnify and hold harmless the City from and against any and all claims, demands, defense costs, liability, expense, or damages arising out of or in connection with damage to or loss of any property belonging to Consultant or Consultant's employees, subconsultants, representatives, patrons, guests or invitees.

Consultant further agrees to indemnify the City for damage to or loss of City property to the proportionate extent they arise out of Consultant's negligent performance of the work associated with this Agreement or to the proportionate extent they arise out of any negligent act or omission of Consultant or any of Consultant's employees, agents, subconsultants, representatives, patrons, guests or invitees; excepting such damage or loss arising out of the negligence of the City.



7. INSURANCE

Consultant shall submit and maintain in full force all insurance as described herein. Without altering or limiting Consultant's duty to indemnify, Consultant shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

- A. Commercial General Liability Insurance including but not limited to premises, personal injuries, bodily injuries, property damage, products, and completed operations, with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- B. Professional Liability Insurance with limits of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Consultant will either maintain or cause to be maintained professional liability coverage in full force or obtain extended reporting (tail) coverage (with the same liability limits) for at least three years following the City's acceptance of the work.
- C. Automobile Liability Insurance covering all automobiles, including owned, leased, non-owned, and hired automobiles, used in providing Services under this Agreement, with a combined single limit of not less than \$1,000,000 per occurrence.
- D. Workers' Compensation Insurance. If Consultant employs others in the performance of this Agreement, Consultant shall maintain Workers' Compensation insurance in accordance with California Labor Code section 3700 and with a minimum of \$1,000,000 per occurrence.
- E. Other Insurance Requirements:
 - i. All insurance required under this Agreement must be written by an insurance company either:
 - 1. admitted to do business in California with a current A.M. Best rating of no less than A:VI;
or
 - 2. an insurance company with a current A.M. Best rating of no less than A:VII.

Exception may be made for the State Compensation Insurance Fund when not specifically rated.

- ii. Each insurance policy required by this Agreement shall state that coverage shall not be canceled, except with notice to the City.
- iii. The general liability and auto policies shall:
 - 1. Provide an endorsement naming the City of Monterey, its officers, officials, employees, and volunteers as additional insureds. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).
 - 2. Provide that such Consultant's insurance is primary as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Monterey shall be excess to the Consultant's insurance and shall not contribute with it.
 - 3. Contain a "Separation of Insureds" provision substantially equivalent to that used in the ISO form CG 00 01 10 01 or their equivalent.



4. Provide for a waiver of any subrogation rights against the City via an ISO CG 24 01 10 93 or its equivalent.
- iv. Prior to the start of work under this Agreement, Consultant shall file certificates of insurance and endorsements evidencing the coverage required by this Agreement with the City of Monterey Risk Management Office. Consultant shall file a new or amended certificate of insurance promptly after any change is made in any insurance policy which would alter the information on the certificate then on file.
- v. Neither the insurance requirements hereunder, nor acceptance or approval of Consultant's insurance, nor whether any claims are covered under any insurance, shall in any way modify or change Consultant's obligations under the indemnification clause in this Agreement, which shall continue in full force and effect. All coverage available to the Consultant as named insured shall also be available and applicable to the additional insured. Notwithstanding the insurance requirements contained herein, Consultant is financially liable for its indemnity obligations under this Agreement.
- vi. All policies shall be written on a first dollar coverage basis or contain a deductible provision. Any deductibles or self-insured retentions ("SIR") must be declared to and approved by the City. At the option of the City, either: the insured shall reduce or eliminate such deductibles or SIR as respects the City, its officers, officials, employees and volunteers; or Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. In no event shall any SIR or insurance policy contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured, or by any means including other insurance, or which is intended to defeat the intent or protection of an additional insured.
- vii. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- viii. Consultant shall require and verify that all subconsultants and subcontractors maintain insurance meeting all the requirements stated herein.

8. PERFORMANCE STANDARDS

- A. Consultant acknowledges and agrees that Consultant and Consultant's agents, employees, and subconsultants performing Services under this Agreement are specially trained, experienced, competent have the degree of specialized expertise contemplated within California Government Code Section 37103, and further, are appropriately licensed to perform the work and deliver the Services required under this Agreement.
- B. Consultant, its agents, employees, and subconsultants shall perform all Services in a safe and skillful manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields in accordance with sound professional practices, and all work product of Consultant shall comply with all applicable laws, rules, regulations, ordinances and codes. Consultant also acknowledges and agrees that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. All Services performed under this Agreement that are required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.



- C. Consultant shall furnish, at its own expense, all materials, equipment and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. Consultant shall not use the City premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.
- D. Consultant agrees to perform all work under this Agreement to the satisfaction of City and as specified herein. The City's Project Representative or his or her designee shall perform evaluation of the work. If the quality of work is not satisfactory, City in its discretion may meet with Consultant to review the quality of work and resolve the matters of concern, and may require Consultant to repeat the work at no additional fee until it is satisfactory.

9. CITY INFORMATION AND RESOURCES

- A. **Available Information.** The City shall make available to Consultant all relevant information, plans, maps, reports, specifications, standards and pertinent data which is in the hands of the City and is required by Consultant to perform the Services. Consultant shall be entitled to rely upon the accuracy and completeness of such information and data furnished by the City, except where it is stated otherwise or unreasonable.
- B. **City Resources.** The City acknowledges that Consultant's ability to provide the Services in accordance with this Agreement may be dependent on the City providing available information and resources in a prompt and timely manner as reasonably required by Consultant. To the extent that the City fails to provide City resources, Consultant shall not be liable for any resulting delay in the Services or failure to meet the Project Schedule, but in no event shall such delay or failure to provide City resources constitute a breach of this Agreement by the City, nor shall Consultant be entitled to extra compensation for same.
- C. **Obligations of Consultant.** No reviews, approvals, or inspections carried out or supplied by the City shall derogate from the duties and obligations of Consultant, and all responsibility related to performance of the Services shall be and remain with Consultant.

10. OWNERSHIP AND USE OF MATERIALS

- A. **Ownership of the Materials.** All data, studies, reports, calculations, field notes, sketches, designs, drawings, plans, specifications, cost estimates, manuals, correspondence, agendas, minutes, notes, audio-visual materials, photographs, models, software data, computer software (if purchased on the City's behalf) and other documents or products produced by Consultant under this Agreement (collectively, "the Materials") are and shall remain the property of the City even though Consultant or another party may have physical possession of them or a portion thereof. Consultant hereby waives, in favor of the City, any moral rights Consultant, its employees, subconsultants, vendors, successors or assignees may have in the Materials. Consultant agrees that all copyrights, which arise from creation of the work or Services pursuant to this Agreement, shall be vested in the City and waives and relinquishes all claims to copyright or intellectual property rights in favor of the City.
- B. **No Patent or Copyright Infringement.** Consultant guarantees that in its creation of the Materials produced under this Agreement, no federal or state patent or copyright laws were violated. Consultant covenants that it will defend, indemnify and hold City harmless from any claim or legal action brought against the City for alleged infringement of any patent or copyright related to City's use of Materials produced by Consultant and its employees, agents and subconsultants under this Agreement.
- C. **Delivery and Use of the Materials.** All Materials shall be transferred and delivered by Consultant to the City without further compensation following the expiration or sooner termination of this

Agreement, provided that the City may, at any time prior to the expiration or earlier termination of this Agreement, give written notice to Consultant requesting delivery by Consultant to the City of all or any part of the Materials in which event Consultant shall forthwith comply with such request. The Materials created electronically must be submitted in a format and medium acceptable to the City. The Materials may be used by the City in any manner for the intended purpose or as part of its operations associated with the Materials.

- D. **Survival of Ownership and Use Provisions.** It is understood and agreed that the provisions contained in Section 10, Ownership and Use of Materials, shall survive the expiration or earlier termination of this Agreement, and that this Section is severable for such purpose.
- E. **Additional Copies.** If the City requires additional copies of reports, or any other material that Consultant is required to furnish as part of the Services under this Agreement, Consultant shall provide such additional copies, and the City shall compensate Consultant for the actual costs related to the production of such copies by Consultant.

11. CONFIDENTIALITY

- A. **No Disclosure.** Consultant shall keep confidential and shall not disclose, publish or release any information, data, or confidential information of the City to any person other than representatives of the City duly designated for that purpose in writing by the City. Consultant shall not use for Consultant's own purposes, or for any purpose other than those of the City, any information, data, or confidential information Consultant may acquire as a result of the performance of the Services under this Agreement. Consultant shall promptly transmit to the City any and all requests for disclosure of any such confidential information or records. The obligations under this Section shall survive the expiration or earlier termination of this Agreement.
- B. **California Public Records Act.** Consultant acknowledges that the City is subject to the California Public Records Act (Government Code Section 6250 et seq.), known as the "PRA", and agrees to any disclosure of information by the City as required by law. Consultant further acknowledges that it may have access to personal information as defined under the PRA, and Consultant shall not use any such personal information for any purposes other than for the performance of Services under this Agreement without the advance written approval of the City.

All Scopes of Services and related documents received shall be public records, with the exception of those elements which are identified by the consultant as business trade secrets and are plainly marked "Trade Secret", "Confidential" or "Proprietary". If disclosure is required under the PRA or otherwise by law, the City shall not be liable or responsible for the disclosure of any such records and the consultant shall indemnify, defend, and hold the City harmless for any such disclosure.

12. CONFLICT OF INTEREST

Consultant is required to file a Form 700 in compliance with the City's Conflict of Interest Code (Resolution No. 12-173 C.S. and any amendment thereof) unless a written determination by the City Manager is made modifying or eliminating said requirement, or unless otherwise exempted by law.

In addition, Consultant, Consultant's employees, and subconsultants agree as follows:

- A. That they shall conduct their duties related to this Agreement with impartiality, and shall, if they exercise discretionary authority over others in the course of those duties, disqualify themselves from dealing with anyone with whom a relationship between them could bring the impartiality of Consultant or its employees into question;



- B. Shall not influence, seek to influence, or otherwise take part in a decision of the City knowing that the decision may further their private interests;
- C. Shall not accept any commission, discount, allowance, payment, gift, or other benefit connected, directly or indirectly, with the performance of Services related to this Agreement, that causes, or would appear to cause, a conflict of interest;
- D. Shall have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of the Services related to this Agreement, and if such financial interest is acquired during the term of this Agreement, Consultant shall promptly declare it to the City, and;
- E. Shall not, during the term of this Agreement, perform a service for, or provide advice to, any person, firm, or corporation, which gives rise to a conflict of interest between the obligations of Consultant under this Agreement and the obligations of Consultant to such other person, firm or corporation.

13. DISPUTE RESOLUTION

- A. **Dispute Resolution Procedures.** The parties shall make reasonable efforts to promptly resolve any dispute, claim, or controversy arising out of or related to an Agreement (“Dispute”) using the Dispute Resolution Procedures set forth in this Section.
- B. **Negotiations.** First, the City’s Project Representative and Consultant’s Project Manager shall make reasonable efforts to resolve any Dispute by amicable negotiations and shall provide frank, candid, and timely disclosure of all relevant facts, information, and documents to facilitate negotiations. Should these negotiations be unsuccessful in resolving the Dispute, the matter shall be promptly referred to the City’s Deputy City Manager of Plans and Public Works or designee, and the Consultant’s Principal, who shall meet and confer, in good faith, to resolve the Dispute to mutual satisfaction of the parties.
- C. **Mediation.** If all or any portion of a Dispute cannot be resolved by good faith negotiations as set forth above within thirty (30) days of the date that the matter was referred to the Deputy City Manager of Plans and Public Works pursuant to subsection B above, either party may, by notice to the other party, submit the Dispute for formal mediation to a mediator selected mutually by the parties from the Monterey Superior Court’s Court-Directed Mediator Panel list. The duration of any such mediation shall not exceed 2 hours unless otherwise agreed to by the parties. The cost of the mediation (including fees of mediators) shall be borne equally by the parties, and each party shall bear its own costs of participating in mediation. The mediation shall take place within the City of Monterey.
- D. **Legal Action/Claims.** Consultant may not bring legal action against the City to resolve a Dispute as set forth herein until it has exhausted its administrative remedies as set forth in subsections B and C above. All claims by Consultant against the City for money or damages must comply with the Government Claims Act (California Government Code Sections 810-996.6) and, if applicable, Monterey City Code Section 1-8.2 regarding claims against the City not otherwise governed by the Government Claims Act.

14. TERMINATION OF AGREEMENT

- A. **Termination for Cause or Default.** The City reserves the right to immediately terminate this Agreement, in whole or in part, if Consultant or any subconsultant defaults or fails to deliver the Services in accordance with the terms and conditions of this Agreement. Such termination shall be in writing, shall set forth the effective date of termination, shall not result in any penalty or other



charges to the City, and may be issued without any prior notice. Without limitation, Consultant is in default of its obligations contained in this Agreement if Consultant, or any subconsultant:

- i. Fails to perform the required Services within the term and/or in the manner provided under this Agreement;
- ii. Fails to supply sufficient, properly skilled workers or proper workmanship, products, material, tools and equipment to perform the Services;
- iii. Fails to observe or comply with all laws, ordinances, including all requirements of governmental or quasi-governmental authorities, including federal, state, and local government enactments, bylaws, and other regulations now or, following the date of this Agreement, in force that pertain to;
- iv. Fails to observe or comply with the City's reasonable instructions;
- v. Breaches the Conflict of Interest provisions of this Agreement; or
- vi. Otherwise violates any provision of this Agreement.

B. **Termination for Convenience.** The City may, at its option, terminate this Agreement, in whole or in part, at any time during the Agreement Term for the convenience of the City.

C. **Steps after Termination:**

- i. Upon termination of this Agreement by the City for any reason, the City shall pay Consultant for satisfactorily performed Services and disbursements incurred by Consultant to the date of termination pursuant to this Agreement, less any amounts necessary to compensate the City for damages or costs incurred by the City arising from Consultant's default. Termination will be without prejudice to any other rights or remedies the City may have.
- ii. Upon receipt of written notice of termination of this Agreement by the City for any reason, Consultant shall:
 1. Promptly cease all Services, including Services provided by any subconsultant, unless otherwise directed by the City; and
 2. Deliver to the City all the Materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement. Such Materials are to be delivered to the City in completed form; however, notwithstanding the provisions of Section 10, Ownership and Use of Materials, herein, the City may condition payment for services rendered to the date of termination upon Consultant's delivery to the City of such Materials.
- iii. In the event this Agreement is terminated by the City for any reason, the City is hereby expressly permitted to assume the projects and Services, and to complete them by any means including, but not limited to, an agreement with another party.

15. **LEGAL ACTION / VENUE**

- A. Should either party to this Agreement bring legal action against the other, the validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to this Agreement shall be in the Monterey County Superior Court.



- B. If any legal action or proceeding, including action for declaratory relief, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, experts' fees, and other costs, in addition to any other relief to which the party may be entitled.

16. MISCELLANEOUS PROVISIONS

- A. **Non-discrimination**. During the performance of this Agreement, Consultant, and its subconsultants, shall not unlawfully discriminate against any person because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, either in Consultant's employment practices or in the furnishing of services to recipients.
- B. **Acceptance of Services Not a Release**. Acceptance by the City of the Services to be performed under this Agreement does not operate as a release of Consultant from professional responsibility for the Services performed.
- C. **Force Majeure**. Either party shall be absolved from its obligation under this Agreement when and to the extent that performance is delayed or prevented, and in the City's case, when and to the extent that its need for vehicles, materials, or Services to be supplied hereunder are reduced or eliminated by any course, except financial, for reasons beyond its control. Such reasons include, but are not limited to: earthquake, flood, epidemic, fire, explosion, war, civil disorder, act of God or of the public enemy, act of federal, state or local government, or delay in transportation to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.
- D. **Headings**. The headings appearing herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions of this Agreement. The headings are for convenience only.
- E. **Entire Agreement**. This Agreement, including the Exhibits attached hereto, constitutes the entire agreement between the parties hereto with respect to the terms, conditions, and Services and supersedes any and all prior proposals, understandings, communications, representations and agreements, whether oral or written, relating to the subject matter thereof pursuant to Section 1B, "Amendment of Services". Any Amendment to this Agreement will be effective only if it is in writing signed by both parties hereto and shall prevail over any other provision of this Agreement in the event of inconsistency between them.
- F. **Conflict between Agreement and Exhibits**. In the event of a conflict between a provision in this Agreement and a provision in an Exhibit attached to this Agreement, the provisions in this Agreement shall take precedence.
- G. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and may be signed in counterparts, but all of which together shall constitute one and the same Agreement.
- H. **Multiple Copies of Agreement**. Multiple copies of this Agreement may be executed, but the parties agree that the Agreement on file in the office of the City's City Clerk is the version of the Agreement that shall take precedence should any difference exist among counterparts of this Agreement.



- I. **Authority.** Any individual executing this Agreement on behalf of the City or Consultant represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- J. **Severability.** If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability and indemnities shall survive termination of the Agreement for any cause. If a part of the Agreement is valid, all valid parts that are severable from the invalid part remain in effect. If a part of this Agreement is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.
- K. **Non-exclusive Agreement.** This Agreement is non-exclusive and both the City and Consultant expressly reserve the right to enter into agreements with other Consultants for the same or similar services, or may have its own employees perform the same or similar services.
- L. **Assignment of Interest.** The duties under this Agreement shall not be assignable, delegable, or transferable without the prior written consent of the City. Any such purported assignment, delegation, or transfer shall constitute a material breach of this Agreement upon which the City may terminate this Agreement and be entitled to damages.
- M. **City Business License.** Prior to receiving a Notice to Proceed from the City, Consultant shall obtain and maintain a valid City of Monterey Business License for the duration of the Agreement. Costs associated with the license are the responsibility of Consultant.
- N. **Laws.** Consultant agrees that in the performance of this Agreement it will reasonably comply with all applicable federal, state and local laws and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the City of Monterey.

IN WITNESS WHEREOF, this Agreement is entered into by the parties hereto on the day and year first above written in Monterey, California.

CITY OF MONTEREY

CONSULTANT

Mayor, City Manager, or Designee Signature

Consultant Signature

Printed Name

Printed Name

Title

Title

Consultant Legal Company Name

- Exhibit "A" Request for Proposals
- Exhibit "B" Proposal
- Exhibit "C" Fee Schedule
- Exhibit "D" Project Schedule
- Exhibit "E" Key Employees and Subcontractors



CONSTRUCTION MANAGEMENT AND RESIDENT ENGINEER SERVICES FOR THE STATE HIGHWAY 1 SB RAMPS / HOLMAN HIGHWAY 68 ROUNDABOUT

FORMAT AND CONTENT OF PROPOSAL

Format

Five (5) bound copies of the proposal are to be submitted along with one (1) electronic copy of the proposal on a CD in one envelope. The outside cover should state the firm's name and the title: "Proposal to Provide Construction Management and Resident Engineer Services for the State Highway 1 SB Ramps / Holman Highway 68 Roundabout." Two (2) copies of the cost proposal with fee schedule shall be enclosed in a separate, sealed envelope clearly labeled with the name of the firm and "Cost Proposal."

The required information shall be included in the text of the proposal and shall be presented in the order indicated. The submissions are subject to a limitation of forty (40) pages, including the cover letter.

The proposal should be indexed and tabbed according to the following sections. Information to include in each section is as follows:

Content

Section 1 – The Firm:

Provide one of the following:

- (1) A small company brochure, if available, or excerpts from a larger brochure, which focus only on the services under consideration in the proposal.
- (2) If the firm does not have such a brochure, prepare and include a brief (not to exceed three pages) narrative that focuses on the services under consideration in the proposal. Also include a description of the firm's staff size and makeup (by discipline type), in the office or offices in which the firm would propose to perform the work.

Section 2 – Proposed Approach:

A concise introductory section describing the size and makeup of the team performing the work and the approach recommended to perform the work.

Please address the Scope of Work as presented but include other approaches, items or considerations you feel are warranted. Explain in detail any innovative approaches that might be used on this project. The work plan should provide a tabular list of work tasks considered necessary to complete the scope of work together with the personnel and estimated staff time (in-house and consultants) to complete each task (personnel classifications, and estimated hours). This work plan will be the basis for the equitable distribution of the cost, and include and identify the costs of performing this portion in the fee estimate/cost proposal (to be submitted in a separate, sealed envelope, accompanying the proposal). Include provision for City and Agency staff reviews, activities or approvals as considered necessary. If a sub-consultant is to perform a certain task, hours should be listed for that sub-consultant.

List up to three (3) similar services the firm has prepared for other entities. Briefly describe each plan's scope, highlighting similarities to the proposed scope of work. Provide client references for each of these consisting of name, address, and telephone number of the client project manager.

Submit remarks and suggestions to each of the scope of work items contained in Attachment A, "Proposed Scope of Work". Other recommended tasks not listed in the proposed scope of work should be listed and explained. Identify proposed software the consultant expects to use for the completion of the project and the relative experience of the individual(s) responsible for maintaining it (i.e. project management and document tracking)

Section 3 – Resumes of Key Personnel:

Include resumes for all key personnel identified above, clearly stating where each individual works and availability for this work effort.

Section 4 – Cost Proposal/Fees:

Two (2) copies of the firm's cost proposal with fee schedule shall be enclosed in a separate, sealed envelope clearly labeled "Cost Proposal," please include the name and address of your firm on the envelope label.



**CONSTRUCTION MANAGEMENT AND RESIDENT ENGINEER SERVICES FOR THE
STATE HIGHWAY 1 SB RAMPS / HOLMAN HIGHWAY 68 ROUNDABOUT**

Reference Documents Available Online:

<http://monterey.org/en-us/Departments/Plans-Public-Works/Planning/Planning-Projects/Holman-Highway-68-Highway-1-Roundabout>

- 99% Plans
- Supplemental Project Report
- Addendum to EIR





November 16, 2015

TO: All Proposers

SUBJECT: **Construction Management and Resident Engineer Services for the State Highway 1 SB Ramps / Holman Highway 68 Roundabout Project – Addendum No. 1**

The Request for Proposal is amended as follows:

1. **Format and Content of Proposal, Attachment C** is hereby revised as shown in the enclosed “**Revised Attachment C.**”
2. A mandatory Pre-Proposal Meeting was held on November 12, 2015. The attendance list is attached.
3. Current project plans have been uploaded to <http://monterey.org/en-us/Departments/Plans-Public-Works/Planning/Planning-Projects/Holman-Highway-68-Highway-1-Roundabout> under Project Resources. Also see <http://www.tamcmonterey.org/programs/roundabouts/hwy68rndabt.html>
4. Questions asked at the Pre-Proposal Meeting and Responses provided by City staff are as follows:
 - Who will provide the resident engineer’s field office?
 - a. *The Contractor will provide the field office.*
 - Do we need an individual for Public Relations?
 - a. *TAMC is providing the public outreach services. The Consultant will need to designate an individual(s) to attend TAMC-sponsored meetings as well as meet with other stakeholders as outlined in Task A-2, Community Outreach, in the RFP.*
 - When is the award of construction contract scheduled?
 - a. *Estimated in February or March 2016.*
 - What is the status of the Caltrans Encroachment Permit?
 - a. *The Permit process is already underway and will not hold up construction of the project.*
 - How long is the landscaping plant establishment period?
 - a. *The Contractor’s plant establishment period will be five (5) years. However, the Professional Services Agreement with the consultant will end one year after construction is substantially completed.*
 - Is Caltrans going to require a licensed landscaping architect?
 - a. *No. The landscaping plan was prepared by a licensed landscape architect. Caltrans will only require a licensed landscape contractor for installation.*
 - What ASTM test methods and frequencies are proposed?
 - a. *Materials testing will conform to Caltrans requirements. Please also review the specifications.*



- Is the consultant required to have a biologist on the team?
 - a. *The design firm's subconsultant, Rincon, already performed the biological studies. All of the conflicting trees have been removed. The Consultant's team will be required to ensure that the Mitigation Monitoring Program is adhered to during construction. It appears that the most significant environmental issue during construction will be related to stormwater quality and aerially-deposited lead handling.*
- The RFP states both 10 months and 281 days for construction. Which is it?
 - a. *The construction Contractor will have 281 consecutive calendar days to complete the project, and with anticipated weather or other delays, the construction period will likely be about 10 months.*
- Is the project \$5.8M or \$7M?
 - a. *The City has secured over \$7M in funding. Bids are expected to be in the \$5M to \$6M range.*
- How do we get access to the construction documents? The website only has outdated plans.
 - a. *Current project plans have been uploaded to <http://monterey.org/en-us/Departments/Plans-Public-Works/Planning/Planning-Projects/Holman-Highway-68-Highway-1-Roundabout>*
- Do we need to list all projects the firm has completed in the last 3 years in the proposal?
 - a. *No. Only list relevant projects, specifically projects involving roundabouts, highway interchanges, or other Caltrans projects.*
- The RFP includes Submission Requirements and Criteria for Selection. Do the proposals need to consider both of these items?
 - a. *Yes. Please include all submission requirements and cover the topics included in the Selection Criteria.*
- Will the scoring of the proposals carry forward to the interviews?
 - a. *No. Consultants invited back for an interview will all have an equal opportunity to be selected. If there is a clear decision based solely on the proposals, we will not need to conduct interviews, but interviews are likely.*
- Are cover pages and tabs included in 40 page limit?
 - a. *The cover letter and resumes are included in the 40 page limit. The outer cover and tabs are not considered in the page limit.*
- What sort of landscaping is proposed?
 - a. *Drought tolerant and decorative landscaping is proposed. There is a height requirement for the island to block headlights. It is very important to the stakeholders that the Roundabout looks sharp after construction.*
- Can slides be made available?
 - a. *The slides are on the TAMC website along with video simulations. TAMC will also be providing a construction camera. <http://www.tamcmonterey.org/programs/roundabouts/hwy68rndabt.html>*
- The "Draft Construction Implementation Plan" referenced on page 8 of the RFP is not on the website. What is this plan?
 - a. *The term "implementation plan" is referring to the Stage Construction and Traffic Handling Plans shown in the construction drawings and were briefly reviewed at the Pre-Proposal Meeting.*
- The Content listed in Attachment C appears to conflict with the submission requirements in the RFP.
 - a. *In case of a conflict, the RFP governs over Attachment C. The City will revise and re-issue Attachment C in the Addendum.*



- To what extent will Caltrans be involved in this project?
 - a. *Although the City is the lead agency, it is up to Caltrans to determine to what extent they will be involved during construction of this project. Caltrans has been very supportive of the project so far. We do not anticipate a significant presence by Caltrans. The Consultant will be required to keep Caltrans informed of the project such as by access to project files via the FTP site, and/or by attendance at progress meetings and review of monthly status reports.*

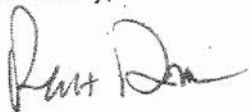
- Will today's sign in sheet be made available as an addendum?
 - a. *Yes. See attached.*

Please acknowledge receipt of this addendum in your proposal.

Please note that proposals will be received in the office of the City's Engineering Office, Attention 580 Pacific Street, Room 7, Monterey, CA until 5:00 p.m. on Tuesday, December 8, 2015.

If you have any additional questions, please contact Richard Deal, PE, TE, PTOE, City Traffic Engineer, at (831) 646-3470 (deal@monterey.org).

Sincerely,



Richard Deal, PE, TE, PTOE.
City Traffic Engineer

Enclosures: Revised Attachment C
Pre-Proposal Meeting Sign-In Sheet



**CONSTRUCTION MANAGEMENT AND RESIDENT ENGINEER SERVICES FOR THE STATE HIGHWAY 1
SB RAMPS / HOLMAN HIGHWAY 68 ROUNDABOUT**

FORMAT AND CONTENT OF PROPOSAL

Format

Five (5) bound copies of the proposal are to be submitted along with one (1) electronic copy of the proposal on a CD in one envelope. The outside cover should state the firm's name and the title: "Proposal to Provide Construction Management and Resident Engineer Services for the State Highway 1 SB Ramps / Holman Highway 68 Roundabout." Two (2) copies of the cost proposal with fee schedule shall be enclosed in a separate, sealed envelope clearly labeled with the name of the firm and "Cost Proposal."

The required information shall be included in the text of the proposal and shall be presented in the order indicated. The submissions are subject to a limitation of forty (40) pages, including the cover letter.



Construction Management and Resident Engineer Services for the State Highway 1 SB Ramps / Holman Highway 68 Roundabout Project

Pre-Proposal Meeting – November 12, 2015

Name	Company	Phone	E-Mail
Sophia Gill	Harris & Associates	(925) 827-4900, ext. 1161	sophia.gill@weareharris.com
BOBBY PENTORALI	HARRIS & ASSOC.	(559) 960-2907	BPENTORALI@WEAREHARRIS.COM
PETER OWEN	CALTROP	916-437-7329	powen@caltrop.com
DANA VAN HORN	HARRIS & ASSOC	831-419-7234	dana.vanhorn@weareharris.com
AARON HILTON	MNS ENGINEERS	805 279 6864	ahilton@MNSengineers.com
Karen Sampson	VALI COOPER & ASSOC	(805) 610-3527	Karen.Sampson@valicooper.com
PAUL GREENWAY	MNS ENGINEERS	831 242-0058	PGREENWAY@MNSENGINEERS.COM
SAMIR MESSIAH	CM PROS	415 437 0701	SAM.MESSIAH@CMPROSINC.COM
Tricia Baxter	4LEAF, INC.	(925) 462-5959	tbaxter@4lin.com
TODD BARTLOWME	WALACE GROUP	805-541 4011	TODD@WALACEGROUP.US



Construction Management and Resident Engineer Services for the State Highway 1 SB Ramps / Holman Highway 68 Roundabout Project

Pre-Proposal Meeting – November 12, 2015

Name	Company	Phone	E-Mail
Steve Dendell	B&K TRUP	916-224-1325	Sdendell@B&Ktrup.com
Ray Akkawi	HMM	925-398-7281	ray.akkawi@hatchmott.com
Raj Murthy	HMM	925-398-7275	raj.murthy@hatchmott.com





November 23, 2015

TO: All Proposers

SUBJECT: **Construction Management and Resident Engineer Services for the State Highway 1 SB Ramps / Holman Highway 68 Roundabout Project – Addendum No. 2**

I. Clarifications to Questions and Responses Included in Addendum No. 1:

- Is the Consultant required to have a biologist on the team?
 - Amendment No. 1 Response: *The design firm's subconsultant, Rincon, already performed the biological studies. All of the conflicting trees have been removed. The Consultant's team will be required to ensure that the Mitigation Monitoring Program is adhered to during construction. It appears that the most significant environmental issue during construction will be related to stormwater quality and aerially-deposited lead handling.*
 - Amendment No. 2 Additional Response: *The Consultant shall also provide the pre-construction biological survey.*
- To what extent will Caltrans be involved in this project?
 - Amendment No. 1 Response: *Although the City is the lead agency, it is up to Caltrans to determine to what extent they will be involved during construction of this project. Caltrans has been very supportive of the project so far. We do not anticipate a significant presence by Caltrans. The Consultant will be required to keep Caltrans informed of the project such as by access to project files via the FTP site, and/or by attendance at progress meetings and review of monthly status reports.*
 - Amendment No. 2 Additional Response: *This is an "oversight" project. Caltrans will follow Chapter 9 of the Construction Manual. The Consultant shall perform all duties and anticipate Caltrans will carry out their duties as outlined in the following document:
<http://www.dot.ca.gov/hq/construc/oversightengineerfieldguidelines2005.pdf>*

II. Additional Questions Asked and Responses Follow:

1. Please confirm whether you would like proposers to follow the order under Content section in Attachment C within the RFP. Addendum No. 1 excludes the Content section.
 - *The Content section in Revised Attachment C was intentionally deleted by the City. Proposers are free to prepare proposals with content in any order provided all submission requirements and evaluation criteria are incorporated.*
2. Please confirm whether you would like five (5) originals or five (5) copies of the technical proposal. On page 1, Submission of Proposals section, you specify (5 originals) and on page 30, Attachment C, you specify five (5) bound copies.
 - *Please submit: One (1) CD of your proposal, one (1) original bound proposal, plus four (4) bound copies of the proposal, all in one package. In addition, please submit two (2) copies of the fee proposal in a separate, sealed envelope.*
3. Please confirm whether the cover/back, tabs, and section dividers are excluded or counted towards the page count.
 - *Cover, back, tabs, and/or section dividers do not count toward the page limit.*
4. Please confirm if an 11 x 17 sheet can be included. If yes, will they be counted as one or two pages?
 - *Yes, an 11x17 sheet may be included and will be considered as two (2) pages.*



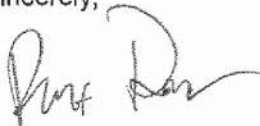
5. What is your expectation for material testing from the consultant teams? Task B-8 under quality assurance lists for providing special inspections for project material acceptance testing. Is that the QA in QC/QA for asphalt inspection only? Who is to provide for QC testing for soil sampling, compaction, gradation, etc. and concrete testing such as plant inspections, compressive strength testing, sieve analysis, CV and SE testing, etc.? In addition, since this is local money only, who performs the plant inspections/material release for sign structures etc.? These are typically manufactured out of state.
- *Per the Contract Documents, the Contractor is responsible for all Quality Control (QC).*
 - *All "Department" or "Engineer" required Quality Assurance, Source Inspection and Acceptance Testing will be the responsibility of the CM Consultant.*
 - *The Cooperative Agreement with Caltrans requires preparation of a Source Inspection QMP – Commonly referred to as a SIQMP. The SIQMP has to be prepared by the CM Consultant and approved by Caltrans before Caltrans will issue a double permit to the Contractor.*
 - *The CM Consultant shall also provide Caltrans-approved laboratories and testing/inspection personnel.*
 - *The draft Cooperative Agreement between Caltrans and the City is available for review at <http://monterey.org/en-us/Departments/Plans-Public-Works/Planning/Planning-Projects/Holman-Highway-68-Highway-1-Roundabout>*

Please acknowledge receipt of this addendum in your proposal.

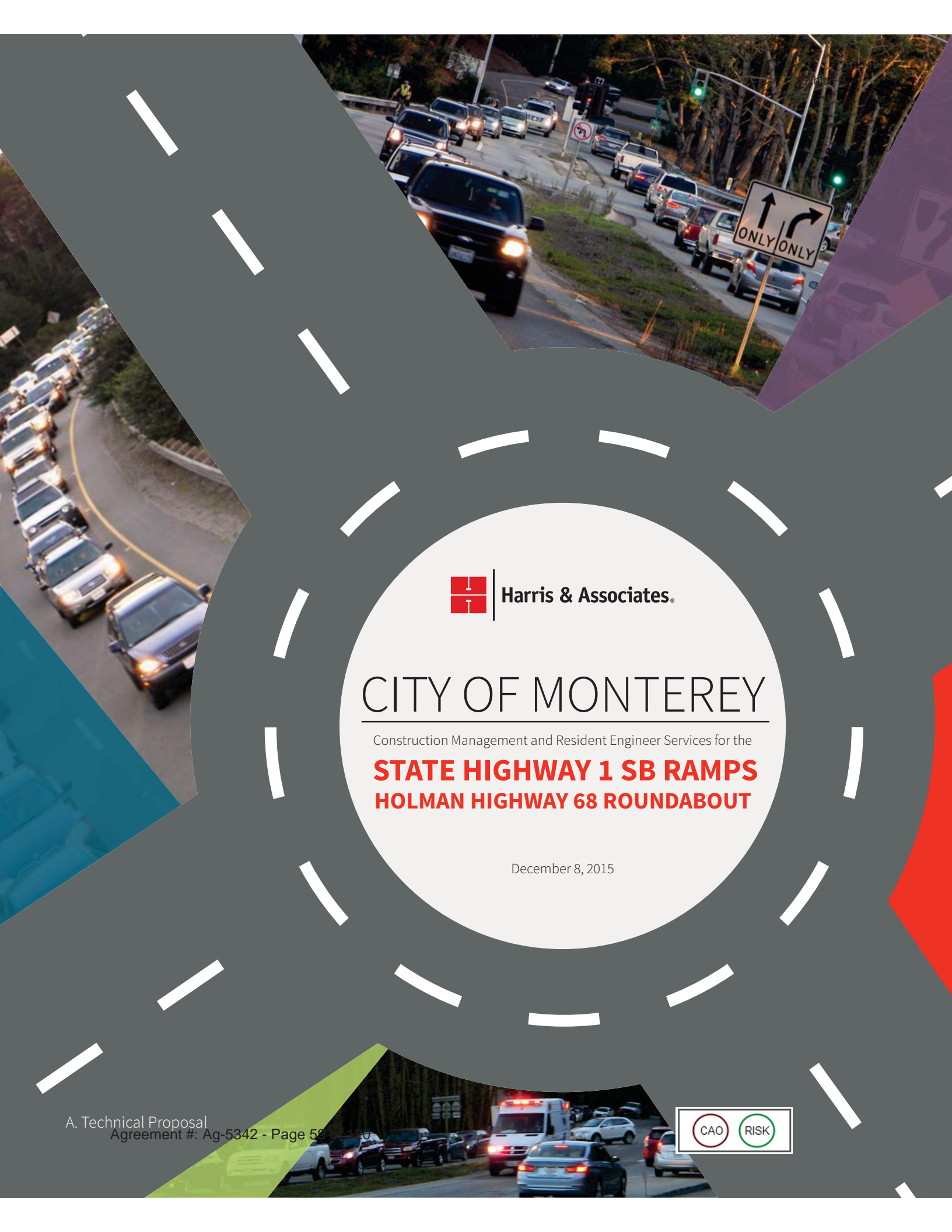
Please note that proposals will be received in the office of the City's Engineering Office, 580 Pacific Street, Room 7, Monterey, CA until 5:00 p.m. on December 8, 2015.

If you have any additional questions, please contact Richard Deal at (831) 646-3470 (deal@monterey.org).

Sincerely,



Richard Deal, PE, TE, PTOE
City Traffic Engineer



Harris & Associates.

CITY OF MONTEREY

Construction Management and Resident Engineer Services for the

STATE HIGHWAY 1 SB RAMPS HOLMAN HIGHWAY 68 ROUNDABOUT

December 8, 2015





December 8, 2015

Rich Deal, City Traffic Engineer
City of Monterey
580 Pacific Street, Room # 7
Monterey, CA 93940

**RE: Construction Management and Resident Engineer Services for the State Highway 1 SB Ramps/
Holman Highway 68 Roundabout Project**

Dear Rich:

Holman Highway is one of the Monterey Peninsula's main transportation corridors. Traffic congestion in this interchange causes extensive delays, increases air pollution, restricts access to Community Hospital of the Monterey Peninsula (CHOMP), and leads to traffic bypassing through adjacent residential neighborhoods. The City of Monterey's (City) proposed roundabout is a low-maintenance and user-friendly design that offers a multitude of benefits to alleviate these transportation challenges.

The successful delivery of this critical and highly-visible project requires a construction management team known for managing complex staging conditions, has a keen eye for safety considerations, and has extensive experience with Caltrans' procedures and traffic control process. The City desires a Caltrans-qualified team that can work with the multiple project stakeholders, is nimble enough to respond quickly to changes, and thinks outside of the box to address the numerous challenges that construction operations in this busy interchange will undoubtedly present. Harris & Associates (Harris) is the firm that provides these benefits, and many more. Our comprehensive knowledge will result in reduced public and commuter impact, increased safety during construction, and a collaborative relationship with Caltrans.

Harris has successfully **delivered more than 75 local projects over the course of our 27-year relationship with the City.** We have well-established relationships with City staff, the local business community, neighborhood constituents, and Caltrans representatives. This history with City staff, policies, procedures, and the local area means our team members understand the likely challenges the project will face. We have followed progress on this roundabout from its initial conception – in 2010, we **assisted the City in obtaining an AB 2766 grant from the Monterey Bay Unified Air Pollution Control District for preparation of a roundabout feasibility study at the interchange.** We are as anxious as you are for construction to start.

Construction Manager **Dana Van Horn, PE, QSD** has over 30 years of experience delivering projects for public agencies; nine of those years was as a Caltrans employee. As a long-time resident of Pacific Grove, Dana travels through this corridor daily. She has attended a number of public meetings and solicited input in her daily interactions in the community. She is personally invested in the success of this roundabout project and improving the quality of life within her community.

Dana is supported by Resident Engineer **Bobby Pentorali, PE, QSD**, also a former Caltrans employee. He has also been an estimator for a general contractor, giving him an essential ability to evaluate change order requests. His traffic handling and construction staging experience on high-profile highway projects gives you an excellent asset. His deep understanding of Caltrans construction practices and exposure to the more infrequent aspects of contract administration (complex staging, project development, federal audits, value engineering change proposals, and dispute resolution) provide you with a dynamite team. This substantial history with Caltrans enables Harris to preemptively mitigate Caltrans' concerns, expedite approvals, and certify delivery of **audit-ready documentation.**

Throughout our proposal, you will learn about several strategies that we believe will lead to success for this priority project for the City of Monterey. The Harris team shares your vision for improving your infrastructure and commits to continuing as your partner on the Holman Highway project.

Sincerely,

Harris & Associates

Chris Dunne
Vice President

Primary Contact

Dana Van Horn, PE, QSD
2 Salinas Street, Suite B
Salinas, CA 93901
(831) 419-7234
Dana.VanHorn@WeAreHarris.com

Submission Requirements

1. Relevant experience, both of the firm and the personnel assigned to this project. | [Page 6-13; 14-20](#)
2. Specific projects that the firm and assigned personnel have worked on within the past three years, with contact names and phone numbers of the clients. | [Page 19-20](#)
3. A list of sub-consultants to be used, if any, and their expertise and role in the completion of the project. | [Page 2](#)
4. A description of methodology, techniques, and procedures for each of the scope of work items described. | [Page 22-29](#)
5. Current Work Load - A brief outline of the firm's current as well as anticipated workload during the period services under this RFP would be provided, including staffing and ability to provide a timely submittal and construction support. | [Page 3-4](#)
6. A description of how the firm will utilize its resources to start and complete the project in a timely manner. | [Page 3-4](#)
7. The Consultant will be expected to execute the City's standard form agreement. | [Page 3-4](#)

We acknowledge Addendum No. 1 issued on November 16, 2015. We acknowledge Addendum No. 2 issued on November 23, 2015.



Agreement #: Ag-5342 - Page 60 of 120

1. PROPOSED TEAM QUALIFICATIONS AND RESUMES

General Firm Information

Harris & Associates

Harris is a multidisciplinary firm with more than 41 years of experience delivering infrastructure projects through planning, design, and construction phases. We provide engineering and construction management services to public agencies throughout California and have maintained an office in Monterey County for the last 20 years.

Harris has consistently pioneered solutions for complex, high-profile projects. Our engineering, construction management, environmental, and public finance teams work in synchronicity to deliver complex projects in four key markets: transportation, water and wastewater, community services, and education. Our firm includes certified construction managers, construction managers, resident/civil engineers, inspectors, traffic engineers, Stormwater Pollution Prevention Plan (SWPPP) developers/practitioners, schedulers, labor compliance specialists, municipal program managers, schedulers, plus technical and administrative support staff.

The value our team brings includes extensive experience with complex traffic phasing which allows us to:

- minimize impacts to the public and keep construction moving,
- familiarity with Caltrans' procedures and traffic control processes which enables smooth project delivery,
- ability to critically analyze the schedule to save both time and money with innovative phasing solutions,
- ability to facilitate coordination and cooperation with all impacted stakeholders,
- and roundabout experience.

Harris has worked with Caltrans on projects ranging from remote two-lane highways to high-volume, multi-lane interstate freeways. Our project team has extensive Caltrans experience, participating on more than 150 Caltrans projects. We fully understand the Local Assistance Program and the Caltrans methods for document control, material testing and inspection, surveying, and quality control. We are familiar working under a variety of traffic conditions and are attuned to impacts to the travelling public and surrounding community.

Construction Management Expertise Recognition

Harris is frequently recognized by the Construction Management Association of America (CMAA) and the American Public Works Association (APWA) for our exceptional ability to deliver projects under challenging circumstances. Several recent awards have been for Monterey County projects.

Subconsultants

Harris' team includes two exceptional partners, Earth Systems Pacific and Denise Duffy & Associates, Inc. Both have partnered with Harris on multiple projects and we regard them to be exemplary practitioners in their fields.

Earth Systems Pacific brings 30 years of experience from local offices in close proximity to the Holman Highway site. This translates to cost savings, efficiency, and rapid response times. They have a long resume of experience working directly with the City, local contractors, materials suppliers, and Caltrans District 5. This local experience and knowledge enhances the accuracy and efficient processes of our team.

Selection of Harris Project Awards

Del Monte Avenue/ Pacific Street Intersection Improvements, City of Monterey

- 2014 CMAA Northern California Chapter Project Award Winner
- CMAA Northern California Chapter Construction Management Project Achievement Award

Pajaro Community Park, County of Monterey

- 2015 APWA National Project Award Public Works Projects
- 2014 APWA Monterey Project of the Year Merit Award
- 2015 California Parks and Recreations Society, Excellence in Park Planning

Sixth Street Undercrossing Improvements, City of Santa Rosa

- 2013 APWA Northern California Chapter Public Works Project of the Year

South Santa Fe Avenue Improvements, County of San Diego

- 2013 CMAA San Diego Chapter, Project Achievement Award
- 2013 APWA San Diego Chapter, Project of the Year Award

Route 101/Ralston Avenue Reconstruction, City of Redwood City

- 2008 Caltrans, Excellence in Transportation Award

I-15 New Interchange at Cantu-Galleano Ranch Road Project, County of Riverside

- 2008 CMAA Southern California Chapter, Project Achievement Award

State Avenue Improvements Phase 2, City of Marysville

- 2007 CMAA Pacific Northwest Chapter, Construction Management Project Achievement Award

Passons Boulevard Grade Separation, City of Pico Rivera

- 2013 CMAA Southern California Chapter, Project Achievement

Los Angeles County Metropolitan Transportation Authority, I-405 Sepulveda Pass Improvements

- CMAA Southern California Chapter Project Achievement Award, Transportation, Design-Build

West County Connectors, Caltrans District 12/OCTA/U.S. DOT

- 2015 California Transportation Forum Project of the Year

Greenspot Road Improvements

- 2015 APWA Inland Empire Project of the Year

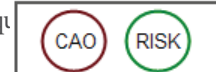


Earth Systems' extensive knowledge of site conditions in Monterey enhances our team's ability to foresee potential problems and promptly provide solutions. Earth Systems has worked on several roundabout projects, including the first roundabouts constructed in the cities of Santa Cruz and Gilroy.

For this project, Earth Systems will provide quality assurance materials and source inspections. Earth Systems will assist in the management and implementation of the Source Inspection Quality Management Plan. Their technicians and inspectors are experienced and certified in the Caltrans methods that will be required for this project.

Earth Systems laboratories are certified or inspected by Caltrans, the Division of the State Architect, the Cement and Concrete Reference Laboratory, and the AASHTO Materials Reference Laboratory. Earth Systems participates in the Caltrans Reference Sample Program, the Cement and Concrete Reference Laboratory Concrete Proficiency Testing Program, and the AASHTO Materials Reference Laboratory Soil Proficiency Testing Program. The laboratory equipment is calibrated annually and traceable to the National Bureau of Standards.

Denise Duffy & Associates, Inc. (DDA) has been in Monterey for over 30 years, has a long and positive relationship with the City's planning and public works staff, and has extensive expertise from long-term staff. DDA has also maintained a long-standing working relationship with Caltrans District 5 staff and are familiar with Caltrans' policies and procedure. Staff understands the regulatory and environmental requirements.



procedures of Caltrans. Their location and local expertise with the City and Caltrans means staff are available and efficient in meeting construction monitoring requirements.

On this project, DDA will provide biological surveys, construction monitoring, natural resources analysis, wetland delineations, restoration plans, and resource agency permitting services.

Responsible Charge

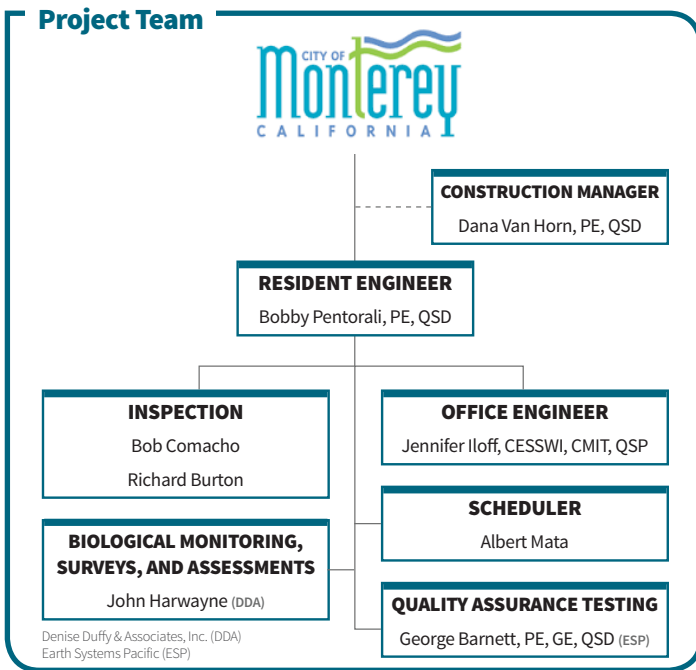
Dana Van Horn, PE, QSD
 (831) 419-7234
 Dana.VanHorn@WeAreHarris.com

Organizational Chart

The organizational chart illustrates our proposed lines of communication between the City and our project team. Our team is structured to provide the City with immediate access to both Construction Manager Dana Van Horn, PE, QSD and on-site Resident Engineer Bobby Pentorali, PE, QSD.

Roles & Responsibilities

Our team understands the critical nature of our role in the success of a project. We have studied this project for more than a year and have assembled the best team available to work on this Holman Highway project. Our team's qualifications align with the City's goals and requested services. Considerations include specific experience, knowledge of Monterey and the Peninsula and expertise in their roles. This team has the local experience and technical expertise to successfully deliver your project.



Dana Van Horn, PE, QSD: Construction Manager

Hours Anticipated: 800 **Availability:** 40%

- Serve as the project's liaison for communication efforts; available for coordination meetings and public meetings; provide accurate, timely project information per plans or on demand; and budget reporting.
- Assist with development of pre-construction media communications.

Agreement #: Ag-5342 - Page 62 of 120

Exhibit B

- Assist in development of a project communications plan; e.g. standing meetings with emergency responders, community groups, and businesses.
- Assist Transportation Agency for Monterey County (TAMC) Outreach Coordinator Ariana Green by providing weekly project updates as well as topic specific (e.g. resident inquiries) responses as needed.
- Attend weekly progress meetings with the City, contractor, and stakeholders such as City and County staff, TAMC, the Regional Water Quality Control Board, U.S. Army Corps of Engineers, utilities, third-party testers/biologist/archeologist, Agency staff, and local residents and schools.
- Meet weekly (or more often as needed) with resident engineer to monitor that recognized stakeholder needs are addressed.
- Review, contribute, and approve on our Monthly Project Report prior to distribution.
- Overall responsibility for the Harris team effort and project delivery; will meet with City staff on a monthly basis to assess our performance.
- **Responsible for scope of work tasks: A-2, A-3, B-2, B-13, B-14, B-15, and C-4.**

Current Workload: City of Monterey, Sewer Line and Lift Station Rehabilitation Program

Bobby Pentorali, PE, QSD: Resident Engineer

Hours Anticipated: 1,550 **Availability:** 100%

- Oversee all traffic control and construction operations to verify safety and public convenience.
- Work with contractor to negotiate contract changes, resolve contract disputes, coordinate value engineering change proposal reviews, and confirm contractual commitments.
- Work closely with City staff to resolve project issues, recommend City actions, and provide regular project updates.
- Review all submittals, RFIs, materials information, materials testing, inspection reports, traffic handling plans, and contractor's safety program.
- Lead weekly project coordination meetings and draft correspondence to the contractor on behalf of the City.
- Review contractor's SWPPP implementation and reporting program.
- Track/monitor contractor's field progress against project schedule; identify any slippage in schedule and work with contractor to develop a recovery schedule.
- Oversee quality assurance tasks with field staff and materials testing consultants.
- Review all contractor payment requests and consultant invoices and recommend authorization of payment.
- **Responsible for scope of work tasks: B-2, B-4, B-5, B-6, B-9, B-11, B-13, B-14, B-15, C-1, C-2, and C-4.**

Current Workload: City of Santa Rosa, Stony Point Phase II (ending January)

Bob Comacho and Richard Burton: Inspectors

Hours Anticipated: 2,400 **Availability:** 100%

- Interface with contractor on a daily basis and report back to construction manager, resident engineer, and City with regard to issues encountered on the project which impact schedule progress, cost, or quality.



- Monitor contractor for compliance with plans and specifications and best management practices. Identify discrepancies between the plans and existing conditions. Verify contractor’s compliance with contract documents and specifications. Review and monitor contractor’s project schedule and progress.
- Prepare daily inspection reports, daily progress reports, and site photographs; verify billable material quantities of installed materials; cross-check quantities for progress payments; inspect all materials used during construction; schedule and monitor all required materials tests; complete project documentation; monitor and record labor hours; clarify contract questions on behalf of the contractor; and facilitate resolution of RFIs and submittal reviews.
- Inspect street lights, street signs, and striping installation; monitor trench excavations and backfill, street subgrade preparations, street structural section placement, and asphalt paving; and inspect rough grading and finished grading operations. Coordination of independent assurance materials testing.
- Provide value engineering prior to construction. Attend progress meetings; assist City during close-out; and prepare and present final inspections report.
- **Responsible for scope of work tasks: A-4, B-7, B-14, and B-15.**

Current Workload: Mountain House Community Services District Roundabouts and Roadway Construction (ending February); City of Monterey Sewer Package 4

Josh Harwayne: Biological Monitoring, Surveys, and Assessments

 **Hours Anticipated: 136**  **Availability: 30%**

- Monitor construction activities. Provide in-the-field review, identification, and resolution of environmental concerns.
- Perform pre-construction wildlife surveys, including avian and woodrat nest surveys. Review, identify, and resolve environmental concerns related to the sensitive Monterey pine forest and individual trees.
- Arrange for any necessary resources required as needed to address cultural resources.
- **Responsible for scope of work tasks: A-4 and B-12.**

Current Workload: N/A

George Barnett, PE, GE, QSD: Quality Assurance Testing

 **Hours Anticipated: 150**  **Availability: 75%**

- Oversight of construction testing program.
- Review of field and laboratory test results for conformance with project specifications.
- Develop recommendations for remedial measures as required.
- **Responsible for scope of work task: B-8.**

Current Workload: N/A

Jennifer Iloff, CESSWI, CMIT, QSP: Office Engineer

 **Hours Anticipated: 2,400**  **Availability: 80%**

- Document control and labor compliance.
- Set up and manage electronic and hard copy project filing systems per Caltrans filing system. Verify compliance with Caltrans procedures for clarity during an audit.

- Track and log project documents via hard copy and Newforma document management system, including RFIs, submittals, non-compliance notices, construction change directives, daily reports, inspection reports, change order proposals/requests, and SWPPP.
- Track progress of reviews and provide current logs for RFIs, submittals, quotes, and contract changes.
- Verify all parties have quick and easy access to project files and that the most current versions are also available. Take accurate minutes of all project meetings. Coordinate and complete project close-out.
- Track material testing. Perform SWPPP inspection services, including reviewing SWPPPs/SWPPP reports.
- **Responsible for scope of work tasks: A-1, B-1, and B-10.**

Current Workload: County of San Mateo Eleanor Drive Sewer Rehabilitation

Albert Mata: Scheduler

 **Hours Anticipated: 136**  **Availability: 60%**

- Review contractor’s baseline schedule for contract compliance and planning reasonableness: review logic sequences, activity durations, critical paths; and coordination and planning with third-party contractors for utility relocations, seasonal work restrictions, City-related functions, submittal submissions/ approvals, materials procurements, activity construction staging, and applied contractual milestones. Provide written response requesting corrections on outstanding items.
- Review contractor’s monthly schedule updates and evaluate in comparison to the contractor’s planning shown in the look-ahead schedules. Evaluate the update in real time with use of a parallel schedule, accounting for major changes in planning due to RFIs, submittals, material procurements, unforeseen events/delays in the field, and unexpected third-party coordination. Inform resident engineer of potential impacts. Provide resident engineer with recommendation on schedule recovery.
- Review contractor’s time impact analysis on requested time extensions. Perform independent time impact analysis. Provide resident engineer with written findings.
- **Responsible for scope of work task: B-3.**

Current Workload: Port of Los Angeles C Street/I-110 Interchange; Culver City Unified School District Program Management

“I have known Mr. Pentorali since October of 2010 when we worked together on a complex bridge project, him in the role of Structure Representative, myself in the role of Construction Manager. I have always found Mr. Pentorali an intelligent, resourceful and hardworking employee. He works well both independents and as a part of a team. One particular instance involved the BNSF Railroad. Working with any railroad requires not only good engineering, but the ability to communicate. Mr. Pentorali was able to establish a relationship with BNSF that kept the project on schedule and within budget. Mr. Pentorali can also be counted on to be a good partner. On a challenging project with multiple contract change orders, Mr. Pentorali and his team won the District 10 Partnering in Motion Gold Award. I know if I have Mr. Pentorali as part of my team, it will be a benefit as he can be counted on to go above and beyond his required role.”

Laura Lynn Gordon, Office Chief, Ce.



ins District 6

Team’s Licenses/Registrations/ Certifications

Our staff holds all appropriate licenses, registrations, and certifications to perform the services required by this project’s Agreement. Details are provided on individual resumes.

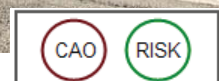
Experience Working Together

Our team members bring synergy and continuous improvements via applying knowledge gained through experience and having worked together on similar projects, providing clients with innovative solutions to complex issues.

- **City of Monterey, Del Monte/Figueroa Signal Improvements**
Dana Van Horn (Resident Engineer); Rich Burton (Field Superintendent)
- **City of Monterey, Sanitary Sewer Rehabilitation, Pump Station Upgrade Package 4**
Dana Van Horn (Construction Manager); Rich Burton (Field Superintendent)
- **Mountain House Community Services District, Roundabouts and Roadway Construction**
Bobby Pentorali (Construction Manager); Bob Comacho (Construction Inspector)
- **Stanislaus County, Central Avenue and Taylor Road**
Bobby Pentorali (Construction Manager); Bob Comacho (Construction Inspector)
- **City of Santa Rosa, Stony Point Road Phase II**
Bobby Pentorali (Construction Manager/Resident Engineer); Bob Comacho (Construction Inspector)

Resumes

Resumes are included in the following pages.



Dana Van Horn, PE, QSD | Construction Manager

Dana brings over 30 years of experience, including nine years with Caltrans, on infrastructure projects in the areas of project planning, construction engineering, and project management for roadway, water resource, and structure projects. Her experience includes assignments in civil design; construction inspection; environmental liaison, supervision, and administration; contract management; and project management for both the public and private sectors. She has managed infrastructure construction projects ranging from small improvement projects to a \$1 billion transportation corridor.

Relevant Experience

City of Monterey, *Street Reconstruction*. Resident Engineer. This project included reconstruction/overlaying of various City streets and rehabilitation of sewer main, catch basin reconstruction, sidewalk and curb ramp upgrades, and street lighting along a major arterial street and several adjacent cross-streets. Dana's duties included site observation of contractor's work, contract administration including processing of RFIs, negotiation of change orders, and review of the contractor's pay request and maintenance of project records for compliance with ARRA project standards. This project impacted many local businesses on either side of the street repairs. Dana initiated a proactive outreach campaign that informed businesses of construction schedules and associated impacts to customer access. Dana's diligent public outreach campaign included door-to-door visits. Dana paid special attention to safety considerations for the traveling public, pedestrians, and workers in the area. She recommended the implementation of night-work for pipe-lining operations to minimize impacts and whenever possible, work activities were scheduled during off-peak hours.

City of Monterey, *Del Monte/Pacific Intersection Improvements*. Resident Engineer. This project involved intersection improvements to the City's most dangerous intersection for pedestrian/vehicular conflicts. This major intersection moves traffic to and from the busy downtown area and allows the transport of fuel and hazardous materials trucks into Pacific Grove. Construction was performed in three phases to maintain traffic through the intersection. Dana was responsible for all elements of contract administration and monitoring of activities on the construction site. She provided ongoing communications with project stakeholders including the City, hotels, vendors, and residents adjacent to the project. This project required extensive traffic control, both vehicular and pedestrian, as well as a proactive public outreach campaign. On a weekly basis, she attended the City's weekly business outreach meeting and provided the latest information on the contractor's planned activities. Dana was proactive in soliciting information from businesses to accommodate delivery schedules and minimize noise/traffic impacts during special events at nearby hotels and the conference center. To mitigate noise impacts at the conference center and the Marriott hotel, construction was put on-hold for a week on two separate occasions. The positive relationship Dana established early on with the contractor enabled the construction to progress smoothly, **resulting in a completed project more than a month ahead of schedule.**

City of Monterey, *Del Monte/Figueroa Crash Reduction Signal Improvement*. Resident Engineer. This project involved the reconfiguration of the intersection, new signal installation, and lighting modifications at one of the City's most congested intersections. Dana was responsible for overall contract management. Construction took place during heavy traffic conditions. Located at the gateway to the wharf, pedestrian safety and minimizing impacts to businesses were critical. Dana's stringent oversight of traffic control and careful coordination with the contractor and City's traffic engineer resulted in a project that was embraced by the community. The contractor's lane closures and advanced signage gave motorists and pedestrians adequate warning of work.

City of Monterey, *Lighthouse Avenue/McClellan Avenue Intersection Signalization*. Project Manager. This project installed a new traffic signal at the intersection, improving safety for bicycles and pedestrians crossing Lighthouse Avenue. Improvements included installation of traffic/pedestrian signal lights and associated paving and pavement markings. This highly-visible project required coordination with numerous adjacent merchants/businesses. Accommodating equipment to drill pole foundations and trenching for electrical service crossing Lighthouse Avenue were major impacts to an already congested roadway. Dana met with business owners face-to-face to solicit input on delivery schedules, trash pick-ups, peak customer times, and other special requests. Dana worked closely with City staff and the contractor to make sure information on lane closures and other impacts were distributed well in advance, properly signed in advance of the closure, and were scheduled to avoid peak traffic flows whenever possible.

Transportation Agency for Monterey County, *Carmel Hill and River Roadway Improvements*. Resident Engineer. Harris provided construction management and inspection services for this project, located parallel and adjacent to Highway 1 near the City of Carmel-by-the-Sea. Project elements included roadway and structural excavation/backfill, structural shoring, phased construction, aggregate base, asphalt concrete paving, drainage facilities, metal beam guard rail, traffic control, and environmental mitigation area. Dana worked closely with the owner and the team's public outreach liaison to keep the public aware of the contractor's proposed operations. She also maintained close communications with the Caltrans and Monterey County staff regarding traffic impacts to affected roadways in the area. She worked with the contractor to negotiate fair and equitable resolution of all change orders which resulted in no claims at the end of the project. In order to minimize impacts to the local businesses, residents, and events, Dana provided effective stakeholder communication and coordination. Methods included press releases and project information web pages. Changes in foundation materials required design adjustments to the footings and keyways. An unanticipated bedrock formation impacted the contractor's ability to install foundations per the design. Dana worked closely with the geotechnical engineer, designer, and contractor to obtain timely solutions as unforeseen

EDUCATION

BS, Civil Engineering

REGISTRATIONS

Professional Civil Engineer, CA
#C44245

CERTIFICATIONS

California Stormwater Quality Association (CASQA), Qualified SWPPP Practitioner (QSP) #23045

California Stormwater Quality Association (CASQA), Qualified SWPPP Developer (QSD) #23045

TRAINING

30-Hour Safety Training Modules in Preparation for Safety Trained Supervisor Certification

Caltrans, Resident Engineer Academy; Falsework Review Workshop; Office Engineer Training Workshop; Project Management Training

Design/Construction Considerations for Stormwater Discharge Prevention

Project Controls and Change Management

FHWA Foundations Review Workshop, Raytheon Project Management Training

AWARDS

CMAA Northern California Chapter Project Award Winner: City of Monterey Del Monte Avenue/Pacific Street Intersection Improvements B/C Review

CMAA Northern California Chapter Construction Management Project Achievement Award: City of Monterey Del Monte Avenue/Pacific Street Intersection Improvements

Bobby Pentorali, PE, QSD | Resident Engineer

Bobby has over ten years of experience in transportation project delivery. He has worked directly with Caltrans, Federal Highway Administration, Federal Railroad Administration, state and federal environmental regulatory agencies, utility and railroad companies, and numerous state and local entities to deliver a wide array of transportation projects in the public and private sectors. His contract administration experience includes contract change order negotiation, resolution of contract disputes, review of monthly progress payments, and development and management of project staff.

His success in construction management is founded on a technical background that includes structural, civil, and as an estimator for general contractor design. Bobby has gained a wider view of the overall project delivery process by serving in the planning, procurement, and final design phases across multiple engineering disciplines including environmental, right-of-way, design, permits, and third-party agreements.

As a structure representative for Caltrans, Bobby successfully led engineering teams to deliver multiple transportation infrastructure projects. This experience has provided him with a firm understanding of Caltrans construction practices and has exposed him to some of the more infrequent aspects of project administration including, complex staging, traffic handling plans, value engineering change proposals, and the dispute resolution processes through arbitration.

EDUCATION

MA, Business Administration
BS, Civil Engineering (Minor in Construction Management)

REGISTRATIONS

Professional Civil Engineer, CA
#C72465

CERTIFICATIONS

Regional Water Quality Control Board,
Qualified SWPPP Developer (QSD)
#C72465

TRAINING

Caltrans, Resident Engineer Academy
Caltrans, Contract Change Order
Caltrans, Uniform Filing System
Caltrans, CPM Scheduling

AFFILIATIONS

American Society of Civil Engineers
(ASCE)

Relevant Experience

Caltrans District 10, SR-140 Bradley Interchange. Structure Representative. This project converted 1.1 miles of SR-140 from a two-lane to four-lane highway. This project involved realigning two local streets and signaling two intersections. Bobby led a team of inspection staff to verify contract compliance and public safety and convenience on this complex multi-stage project. He successfully negotiated and resolved several complicated design changes, trained and developed state and consultant inspection staff, and coordinated with local agencies, BNSF Railroad, and other affected third-parties. This project received the **San Joaquin Valley Blueprint Award of Merit for Transportation Enhancement.**

Caltrans District 10, SR-99 West Merced Interchange. Structure Representative. This project replaced the existing West Merced Overhead Street along SR-99. Maintaining continuous and safe operation of this busy roadway during construction was a key component of this project. To achieve this and reduce project costs, Bobby successfully utilized the value engineering change proposal process to employ a unique temporary earth-retaining solution to improve traffic staging. Bobby's proactive approach to resolving contract disputes and design and construction issues was recognized by Caltrans with a **Partnering-In-Motion Award.**

Caltrans District 10, SR-59 Merced River Bridge. Structure Representative. This project replaced the bridge over the Merced River along SR-59. The environmental sensitivity of this river led to challenging schedule restrictions and limited access. As well as leading the inspection team, Bobby reviewed all falsework, shoring, and dewatering plans; managed monthly payments; and maintained all contract files. Bobby defended the State on two high-cost claims on this project; prevailing in one and settling the other.

Caltrans District 10, Franklin Road Interchange. Resident Engineer. This project required replacement of protective steel coatings of an existing bridge over State Highway 99 while maintain traffic operations. Removal and replacement of steel coatings required full containment of fumes and lead-based debris. The Contractor designed a moveable scaffold structure that was moved along the structure to isolate construction activities. Movement of the equipment required shifting lane closures on a daily basis. Bobby oversaw the efforts of the California Highway Patrol to close preceding highway ramps and implement rolling stops to allow for lane closure and construction staging movements.

California High-Speed Rail Authority, Construction Package 1. Senior Project Engineer. Bobby provided technical oversight for this design-build contract during the planning, procurement, design, and construction phases. This assignment required coordination across several project delivery functions, including right-of-way, third-party agreements, utility relocations, permits, environmental compliance, and public outreach. Bobby worked directly with the Federal Railroad Administration, state and federal environmental regulatory agencies, utility and railroad companies, and numerous state and local agencies to negotiate agreements and seek approval of design packages and permits. Bobby coordinated with Caltrans, private and public utility companies, railroads, and local jurisdictions. Coordination efforts include the development of process for utility relocation, task order negotiation, oversight of communication with the design-builder and dispute resolution. To minimize the risk of delay due to environmental permitting, he developed a schedule for these efforts and secured commitments from all involved parties.

City of Santa Rosa, Stony Point Road Phase II. Construction Manager/Resident Engineer. Harris provided construction management and inspection services on this project intended to ease traffic congestion and increase roadway safety by widening roughly 1.5 miles of this major arterial. This project also includes the installation of several new water, sewer, and storm drain utilities and relocated miles of PG&E, AT&T, and other third-party facilities. Bobby oversaw the implementation of several traffic handling plans to maintain continuous operation of the busy facility. Bobby was responsible for coordinating inspection and consultant staff, reviewing submittals, preparing daily correspondence, drafting contract change orders, resolving unforeseen utility conflicts, and daily coordination with the City and other stakeholders.

Stanislaus County, Central Avenue and Taylor Road. Construction Manager/Resident Engineer. This project reconstructed approximately 2,200 LF of roadway and storm drain features to improve the overall roadway geometry and hydraulics of this busy, rural arterial. In order to maintain continuous operations of this road for the duration of the project, reversing traffic control was implemented during working hours and temporary delineation was installed during non-working hours. Bobby responsibilities included traffic control oversight, quality assurance, labor compliance and third-party coordination. Bobby and his team identified and resolved multiple unforeseen utility conflicts and design issues during construction. Despite these unforeseen incidents, the project was completed ahead of schedule and under budget.

Bob Comacho | Construction Inspector

Bob has 20 years of experience in the construction industry and has been responsible for all types of inspections on projects including citywide infrastructure projects, pavement rehabilitation, bridges, and sewer pipelines. He coordinates, communicates, and interacts effectively at all levels.

Relevant Experience

Mountain House Community Services District, *Roundabouts and Roadway Construction (2003-2007; 2014-2015)*. Construction Inspector. This roadway widening covered 25,000 acres and involved simultaneous inspections of surface improvements; underground joint trench utilities; and installation of sewer mainline and service laterals, including installation of water meters located in the public right-of-way. Bob monitored and inspected all street and utilities prior to public acceptance; collected material documentation; provided daily progress reports; reviewed plans and specifications; inspected sound wall, street lights, street signs, and striping installation; monitored trench excavations and backfill, street subgrade preparations, street structural section placement, and asphalt paving; and inspected rough grading and finished grading operations. He worked closely with residents to protect easements, provide viable access and circulation means, and establish right-of-way agreements. Bob consistently met with homeowners to keep them informed of the schedule and impact of the planned work. He fielded questions on a daily basis from joggers and other interested community members.

Bob remained proactive and accessible during construction, making the rounds daily to all the different locations of the work, all of which were in different phases of construction. This flexible approach reduced consultant costs to the District and kept the contractor on schedule.

Federal Highway Administration, *Yosemite Pavement Preservation*. Construction Inspector. This pavement preservation project spanned 34 miles. Bob inspected various road rehabilitation processes including milling and patching using the pulverized material as base material; crack sealing; chip sealing; micro-surfacing; new striping; and ultra-thin bond wearing course placement, utilized for the first time on a federal highway. Bob monitored all testing for proper performance, verified contractor compliance with the contract, completed project documentation, prepared independent engineer's estimates, negotiated contract modifications on behalf of the FHWA, cross-checked quantities for progress payments, and clarified contract questions on behalf of the contractor. FHWA has its own standard emulsion for use on federal highway projects across the country. However, the contractor received consistent recommendations from multiple plants that the Caltrans emulsion would work better than the FHWA emulsion in the Yosemite area. Harris made the case with the FHWA Materials Department to switch emulsions. As a result, each application of the cape seal went smoothly and performed as designed. The road continues to be in good condition today, two years after construction. Before construction started, Bob assessed street locations that were on the list to receive preservation treatments. He identified streets that would not benefit from the treatment and saved FHWA from wasting additional funds. Bob remained flexible to the project's needs, working both day and night shifts in order to complete the project ahead of schedule and with zero impact to the public. Because of Bob's diligent inspections, no traffic issues occurred. **The project completed project two months ahead of schedule, saved FHWA more than \$100,000, and addressed 16 contract changes without use of contingency funds.**

Federal Highway Administration, *Lassen Road Improvements*. Construction Inspector. This project included 22.11 miles of asphalt pavement roadway rehabilitation and replacement. Bob recommended repairs for deteriorated roadway sections; monitored 10 miles of road chip sealing operations; identified all culvert repairs; monitored stone headwall installations, final fog sealing operations, and roadway striping. He provided clarification of the project plans and FHWA specifications. A large amount of foot and bicycle traffic needed to be moved through the jobsite on a daily basis. Since closures were typically one to two miles long, Bob coordinated with the contractor for pilot cars to be available to provide transportation for pedestrians and cyclists. When a large group of cyclists were adamant about biking through the jobsite, Bob instructed the contractor to comply with their request and provided safe passage by using his truck to personally lead the group through the construction site.

Federal Highway Administration, *Washington Road*. Construction Inspector. This project consisted of placement of cold recycled base material, reconstruction of Class 2 aggregate base and asphalt concrete, and construction and installation of a box culvert. Bob inspected equipment for proper maintenance and operating conditions, prepared daily inspection reports, verified billable material quantities, inspected all materials used during construction, and monitored and recorded labor hours. Implementation of the cold recycled base material was a challenge. This process required grinding the existing roadway in place, injecting fresh oil into the recycled material and compressing it in place. This was the first time FHWA had used this process, and did not consider that grinding and injecting oil into asphalt causes it to grow. The contractor had set all of the new inlets and drainage based on the plans. When the street sections grew, Bob assisted the contractor with reconforming transitions from the road surface to the inlets. This immediate response prevented any impact to the schedule and the budget.

EDUCATION

Coursework, Computer Aided Drafting
Coursework, Architectural and Engineering Drafting

CERTIFICATIONS

American Concrete Institute (ACI),
Field Tech Level I

International Code Council (ICC),
Structural Steel/Welding

International Code Council (ICC),
Structural Masonry

International Code Council (ICC),
Structural Reinforced Concrete

Troxler, Safety Certification

TRAINING

SWPPP Training



Richard Burton | Construction Inspector

Richard has over 39 years of construction management experience on infrastructure projects, including managing complex traffic control projects which involve multiple lane closures. He verifies compliance with plans, specifications, and contract documents. All discrepancies are evaluated, discussed, and resolved expeditiously. Rich's duties also include developing site-specific traffic control plans; reviewing and approving monthly billings; negotiating and building quotes for change orders; preparing submittals, subcontracts, purchase orders, and schedules. He collaboratively coordinates with various city and county Public Works Departments, as well as Caltrans. Richard's project history spans the Monterey Peninsula and includes street and underground rehabilitation projects.

EDUCATION
BS, Construction Management

Relevant Experience

City of Monterey, Monte Bella Subdivision Phase I, II, III, and IV. Construction Inspector.

- Prepared and presented submittals for materials used for utility improvements: underground piping and above ground apparatuses for water, storm drain, and sanitary sewers.
- Prepared and presented submittals for materials used for roadway improvements: Portland cement concrete, asphalt concrete, and aggregate base materials.
- Prepared schedule for all work by in-house crews and subcontractors. Based on construction process and phasing required by the developer.
- Prepared daily dispatch orders for labor, equipment, and material requirements.
- Negotiate scope of work and value for each change order.
- Reviewed and approved foreman's daily reports and timecards.
- Prepared and submitted as-built drawings.

City of Monterey, On-Call Construction Management Services. Construction Inspector.

- Established scope of work and completed a quality take-off based on owner-issued plans.
- Prepared work order based on activities and unit pricing as per the original contract. This established a contract value for each task order project.
- Negotiated and processed all change orders for each task order project.
- Prepared all traffic control plans as required by each location.
- Prepared and submitted monthly billings.
- Reviewed and approved all foreman's reports and timecards. Confirmed timecards met all prevailing wage requirements.

Clark Builders, Kidney Subdivision at Ord Military Community. Construction Inspector.

- Prepared and presented submittals for all materials used for utility improvements: underground piping and above ground apparatuses for water, stormwater, and sanitary sewers.
- Prepared and presented submittals for materials used for roadway improvements: Portland cement concrete, asphalt concrete, and aggregate base materials.
- Prepared a schedule for all work by in-house crews and subcontractors based on efficient construction as well as the phasing required by the U.S. Army Corps of Engineers and City.
- Prepared daily dispatch orders for labor, equipment, and material requirements.
- Prepared traffic control plans for each location.
- Negotiated scope of work and value for each change order.
- Reviewed and approved foreman's daily reports and timecards. Confirmed compliance with federal and State prevailing wage laws.
- Prepared and submitted as-built drawings.
- Prepared all monthly billings, final billings, and retention billing.

Jennifer Iloff, CESSWI, CMIT, QSP | Office Engineer

Jennifer is detailed and thorough with a proven ability to act as a funnel for information, sifting through large amounts of data and identifying and resolving process gaps and bottlenecks. She excels at working with contractors and clients. She has managed project administration and the document control process including contracts, insurance, field reports, change orders, RFIs, submittals, and other project logistics. Jennifer utilizes Newforma on all her projects to manage document control throughout the project lifecycle, including generating, tracking, and reviewing comments and replies to RFIs, submittals, and change orders. Depending on the severity of the discrepancies, she works directly with the contractor to determine if the divergences were a simple oversight by the contractor or if the specifications were unheeded. Jennifer's background knowledge of and experience in construction from both the contractor and the client side saves time for the construction manager/project manager because she brings a high-level understanding of the documents she reviews.

Relevant Experience

State of California, California Facility Expansion Program. Project Assistant. This expansion program added seven new prison medical facilities. Jennifer digitized and electronically filed project data for the in-house project document control repository and later managed the process entirely as budget shortfalls led to staff reductions. She also provided first-line reviews of employee expense reports, final review and compilation of monthly invoices to the Prison Receivership, and monitored the routing of contracts and subcontractor insurance for compliance. Jennifer performed an extensive, detailed audit of the IT equipment, covering the last five years of purchases under the directive of the program's finance manager. She discovered major discrepancies between the equipment physically on site and the costs expended. Jennifer visually assessed the inventory, identified the missing equipment, and ultimately created a complete audit the State has kept since that time. Her audit included a spreadsheet which clearly showed the discrepancies to identify the amount of money the State lost.

County of Mendocino, School Way Bridge Replacement. Construction Management Administrator. This \$6 million project replaces a seismically deficient three-span concrete T-beam structure with a single span cast-in-place post-tensioned concrete box-girder structure. Jennifer assisted the construction management administrator with a Caltrans audit. Jennifer captured and organized data required to comply with Caltrans standards used for close-out. Jennifer's construction knowledge and experience accelerated the completion and enhanced the accuracy of the audit documents because she understood the requirements of and the information within documents such as RFIs, submittals, and change orders.

Town of Moraga, Pavement Reconstruction. Inspector. Harris is providing construction management and inspection services. Work includes pavement surface reconstruction of varying depths between three and five inches of hot mix asphalt, and in most cases it also includes a two-inch final lift of rubberized hot mix asphalt. Additional work includes utility coordination and extensive public outreach. Jennifer assisted the construction manager, acting as an inspector during the slurry pour. She monitored the contractor's work and confirm they had proper traffic controls and protected drain inlets from any potential environmental impacts. She assisted Town staff with outreach by fielding and allaying concerns of local residents and businesses impacted by the road work.

University of California at Merced, New Construction. Office Engineer. This project included new construction of a three-story, LEED Platinum classroom and academic office building. Jennifer's responsibilities included reviewing submittals and RFIs for compliance, compiling reviewer comments, processing project record documents through Prolog Manager and Prolog Converge, and electronically filing project record documents in an online document repository (ShareFile). She was also responsible for reviewing contractor cost proposals for labor compliance and adherence to the General Conditions; transmitting field orders, RFPs, bulletins, and other official project documentation; and updating and maintaining integrity of various project budget logs, including project change orders and allowances. She compiled and processed monthly change orders to the contractor and scheduled, coordinated, and took minutes of various project meetings, including owner, architect, contractor meetings. On this project, the contractor chose to use a paving product that varied from the paving product listed in the plans and specifications. Jennifer flagged the difference in quality in the substitution request from the contractor and highlighted this discrepancy to the owner. Jennifer studied the contractor's perspective which saw this as a cost savings and took on the responsibility to make sure the product performed the same as the preferred product. Jennifer performed a quality takeoff to analyze costs up front (going with the more expensive specified product) versus post-construction (potential maintenance/replacement costs if the substitution proves to be of substandard quality).

EDUCATION

BA, Asian Studies

Construction Management Certificate

CERTIFICATIONS

Office of Water Programs and CSUS, Qualified SWPPP Practitioner (QSP)

Office of Water Programs and CSUS, Qualified SWPPP Developer (QSD) (in progress, will receive by project start date)

Envirocert International, Certified Erosion, Sediment, and Storm Water Inspector (CESSWI)

Envirocert International, Certified Professional in Erosion and Sediment Control (in progress, will receive by project start date)

Microsoft Office Master Specialist

Microsoft Certified Trainer

TECHNICAL KNOWLEDGE

Newforma

Bluebeam

E1

Microsoft Project

Primavera P6

Prolog

SMARTS

AFFILIATIONS

California Stormwater Quality Association (CASQA)

Construction Management Association of America (CMAA)

Albert Mata | Schedule Review

Albert has 17 years of experience as a project engineer, project scheduler, and program scheduler on transportation construction (Caltrans freeways, highways, and bridges), public works (street widening, grade separations, and wet and dry utility installations), water resource management (pumping stations and treatment plants), and vertical building construction projects. He has successfully worked with contractors to verify accuracy of the construction schedule for its usefulness in advance planning and coordination to avoid project delays.

EDUCATION

Coursework, Construction Management

Coursework, Aerospace Engineering

TRAINING

AEI-CASC, Construction Site

Stormwater Management

AWARDS

City of Los Angeles Board of Public Works/City Council, Certificate of Appreciation: Santa Monica Boulevard Transit Parkway

Relevant Experience

Caltrans District 8, Various Highway Projects. Scheduling Consultant. Albert's responsibilities included review and response to contractor's baseline schedules, monthly updates, time extension requests, and as-build schedule. Albert provided Caltrans with independent/second analysis review on granted time extensions; provided a detail report which identified time granted for change order work which had no time impact to the project completion date. He also reviewed the contractor's proposed final estimate and provided Caltrans with a detail analysis report which evaluated Caltrans' responsibility and exposure for project delays and loss of productivity in response to the contractor's \$9 million claim.

Caltrans District 6, 101/San Miguel Canyon Interchange. Scheduling Consultant. This project was under construction for more than a year. During this time, the contractor submitted monthly schedule updates for Caltrans' review and acceptance. However, Caltrans did not perform any schedule reviews or provide any comments in response. The project had experienced contractor- and owner-caused delays which were in dispute between both parties. Harris was hired by Caltrans to review and assess more than a year of contractor's monthly schedule updates. Albert reviewed and evaluated the contractor's monthly updates for time impacts. He provided Caltrans with a detailed delay analysis report which identified and quantified Caltrans and contractor-caused delays. He identified false delays and time impacts within the contractor's updates that were caused by a lack of schedule maintenance from uncorrected out-of-sequence logic errors.

Caltrans, I-5 Widening. Project Engineer/Project Scheduler. This project constructed southbound and northbound I-5 mainline highway, freeway on- and off-ramps, high-occupancy vehicle lanes, and temporary detours. The raw materials used included 37,000 cubic yards of concrete pavement, 51,000 tons of asphalt pavement, 47,000 tons of asphalt treated base, and 3.0 miles of various types concrete barrier rails. Albert coordinated concrete plants and Caltrans inspections with daily field operations of concrete roadway placement, coordinated with concrete foremen and general contractor on the project work schedule, ordered materials and equipment for construction activities, met with Caltrans to agree on monthly progress payments and payments on change order work, reviewed construction cost budgets with project superintendents and foremen, and improved actual costs below budget.

County of Orange, Antonio Parkway Widening. Project Scheduler. This project included the widening of approximately one mile of an existing arterial highway and widening of the existing bridge structure. Construction consisted of median paving, curb and gutter, sidewalk, access road, dry utility improvement, massive grading, asphalt concrete pavement, striping and signing, new traffic signals, underground storm drain improvements, local water district underground water systems and sewer line improvements, and cement concrete revetment under the bridge. Albert's responsibilities included review and response to the contractor's baseline schedule and monthly update. He also worked with the project management team to develop strategies/what-if-scenarios schedules to mitigate or recover for loss time due to project delays. Traffic control was reconfigured on the project allowing for the progress of work to continue on the critical path into subsequent construction staging.

City of Los Angeles, Santa Monica Boulevard Transit Parkway. Lead Project Scheduler. This project reconstructed the existing big and little Santa Monica Boulevards. Construction included additional lanes to the north and southbound on-ramps on the 405 Freeway at Santa Monica Boulevard. Albert reviewed and responded to the contractor's baseline schedule, monthly update, and time extension requests. He worked with the contractor and the project management team to develop strategies/what-if-scenarios schedules on mitigation/recovery of project delays. Albert provided the City's project manager with schedule recommendations. Project delays were mitigated by combining construction stages; splitting the project in half and allowing critical path work to continue; and alleviating contract requirements, such as, block-to-block construction requirements.

City of Pico Rivera, Passons Boulevard Grade Separation. Project Scheduler. This project consisted of roadway reconstruction; utility relocations; placement of a two-track, shoofly railway configuration; and construction of a reinforced concrete underpass structure. Albert's responsibilities included review and response to contractor's monthly schedule updates and time impact analysis on requested extensions of time. Albert provided the City with scheduling support to resolve time extension disputes, contractor's claims regarding pacing, and requests for overtime compensation due to constructive acceleration. During project construction numerous owner-caused delays were encountered with third-party utility companies, the City and Los Angeles County Sanitation Department not having railroad permits in place to start sewer jack-and-bore operations, the Verizon fiber-optic line relocation, or SCE pole relocations. Also encountered were contractor-caused delays with not being able to complete work activities within the specified baseline planned work durations. The contractor was granted time extensions for owner-caused delays. Harris' schedule analyses demonstrated the occurrence of unexcused contractor-caused delays. The contractor agreed on 92 working days of assessed liquidated damages. In addition, no merit was found to the contractor's claims regarding pacing or overtime compensation due to constructive acceleration.

Josh Harwayne | Biological Monitoring, Surveys, and Assessments

Josh has more than 16 years of expertise in botany, wildlife, and wetland science gained working on a wide variety of projects involving special-status species and sensitive habitats. He also has significant experience in conducting biological surveys, including protocol-level surveys for special-status wildlife and plant species such as the California tiger salamander, California red-legged frog, burrowing owl, sand gilia, Monterey spineflower, and seaside bird's beak. Josh has experience in both working closely with resource and regulatory agencies in permitting projects of varying size and complexity and with Project Management with complex permitting processes, including Clean Water Act Sections 401 and 404, California Department of Fish and Wildlife 1602, Federal Endangered Species Act Section 7 and 10 consultation and permit processes, State Endangered Species Act Section 2081 Incidental Take Permit, and fully protected species. Finally, Josh has experience preparing Wetland delineations per U.S. Army Corps of Engineers and Coastal Act criteria and the design of wetland mitigation and restoration projects and expertise in preparing scopes, managing subconsultants, and keeping projects within established budgets and timeframes.

Relevant Experience

Transportation Agency for Monterey County, Carmel Hill and River Roadway Improvements. Project Manager. DDA provided California Environmental Quality Act documentation, permit acquisition, pre-construction wildlife surveys, and construction phase monitoring for this project. Pre-construction surveys included nesting avian species within riparian and Monterey pine forest habitats associated with the Hatton Canyon Creek; woodrat nest surveys; woodrat nest removal, and California red-legged frog surveys. After the initial pre-construction wildlife clearance surveys, DDA remained on-call as the biological monitor for the duration of the project. DDA facilitated communication between the project resident engineer and U.S. Fish and Wildlife Service, including reporting the results of all relevant pre-construction and construction phase surveys and monitoring actions.

Quincy Engineering, Highway 25 Hollister Bypass. Project Manager. Josh managed pre-construction and construction phase monitoring and reporting. Pre-construction surveys included nesting avian species within riparian habitat associated with the Pajaro River; San Joaquin kit fox burrow surveys throughout the entire project area; and California red-legged frog surveys where the project crossed the Pajaro River. After the initial pre-construction wildlife clearance surveys, DDA remained on-call as the biological monitor for the duration of the project. DDA facilitated communication between the project contractor and U.S. Fish and Wildlife Service, including reporting the results of all relevant pre-construction surveys.

HDR Engineering, Noble Gulch Construction Monitoring. Project Manager. Josh provided biological monitoring services for the Noble Gulch project in the City of Capitola. DDA provided pre-construction surveys in order to determine boundaries for significant biological resources, then provided monitoring for the construction phase of the project in order to make sure the boundaries were not disturbed by work activity. Some of the species in question for this project included protected birds as well as yellow legged frogs. Josh oversaw preparation of a Riparian Revegetation Plan prior to construction, which showed how disturbed vegetation would be replaced at a one-to-one rate with 80% survival rate. The revegetation will be monitored by DDA for a period of three years through annual surveys.

San Benito County Public Works, Various Bridge Improvement Projects. Project Manager. DDA provided National Environmental Policy Act/California Environmental Quality Act documentation and permit acquisition for these projects. This effort included Preliminary Environmental Studies, Natural Environment Studies, and post-construction mitigation monitoring and restoration requirements. The environmental documentation included Categorical Exclusions/Exemptions and an initial study/mitigated negative declaration for each bridge. Josh facilitated coordination with Caltrans and Federal Highway Administration and conducted environmentally sensitive area consultation. He also oversaw pre-construction surveys for special-status species, and acquired all of the necessary environmental regulatory permits.

EDUCATION

MA, Ecology and Systematic Biology
BS, Botany

REGISTRATIONS/CERTIFICATIONS

Advanced Habitat Restoration
Workshop for California Red-legged
Frog (Elkhorn Slough Coastal Training
Program)

California Red-legged Frog Workshop
(Elkhorn Slough Coastal Training
Program)

California Tiger Salamander Workshop
(Elkhorn Slough Coastal Training
Program)

Coastal Policy Workshop (Elkhorn
Slough Coastal Training Program)

40-hour ACOE Wetland Delineation
Training (co-taught course)

40-hour ACOE Advanced Wetland
Delineation Training

Native Grass Identification (California
Native Grass Association)

Wetland Plant Identification (Jepson
Herbarium)

Vernal Pool Ecology (Jepson
Herbarium)

CEQA/NEPA Documentation (UC Davis
Extension)

Streambed Alteration Agreements (UC
Davis Extension)

USFWS Federal Recovery Permit TE-
091857-0 - California tiger salamander
and California red-legged frog

CDFW Scientific Collection Permit
006622

AFFILIATIONS

Association of Environmental
Professionals

California Botanical Society

California Native Plant Society

Society of Wetland Scientists

Friends of the Jepson Herbarium

Society for Ecological Restoration



George Barnett, PE, GE, QSD | Quality Assurance Testing

George has managed quality control programs for numerous projects funded by local agencies, TAMC, and the American Recovery and Reinvestment Act. Most of the projects were subject to Caltrans oversight, with testing programs completed in accordance with the local agency's Quality Assurance Program (QAP) Manual.

Relevant Experience

City of Monterey, *Various Capital Improvements Projects*. Project Manager. This project involved reconstruction and overlaying of failed pavement on Abrego, Munras, Soledad, and Eldorado Streets. George was responsible for installation of approximately 160 LF of six-inch diameter sewer on Abrego Street. He managed the quality control testing program.

Monterey Peninsula Engineering, *Green Valley Road and Freedom Boulevard Reconstruction*. Quality Control Manager. This project involved the reconstruction of an approximately 1.2-mile long segment of Green Valley Road and an approximately 1,700-foot-long section of Freedom Boulevard in Watsonville. George managed contractor quality control program.

City of Salinas, *Various Capital Improvements Projects*. Project Manager. This project consisted of the rehabilitation and overlay of portions of East Laurel Drive, Constitution Boulevard, and East Market Street. The project also included a new off-ramp from Highway 101 at East Laurel Drive. George managed quality control testing program.

City of Seaside, *Del Monte Boulevard Improvements*. Project Manager. This project consisted of the reconstruction and overlaying of Del Monte Boulevard between the south City limit and West Broadway Avenue. George conducted geotechnical engineering investigation and managed the quality control testing program.

City of Greenfield, *Walnut Avenue Improvements*. Project Manager. This project involved the widening of Walnut Avenue from two to four lanes between Third Street and Thorpe Avenue. The project also involved the reconstruction of Third Street from Apple Avenue to north of Walnut Street. George managed the quality control testing program.

Water Systems Consulting Inc., *San Clemente Dam Removal and Carmel River Reroute*. Project Manager. This project provided the reroute of Carmel River into San Clemente Creek. The project also included the excavation and stabilization of accumulated sediment, restoration of San Clemente Creek, and removal of the existing dam. George managed third-party testing, inspection, and documentation of critical portions of the contractor's quality control program.

City of Santa Cruz, *Various Street Improvement Projects*. Project Manager. This project involved the rehabilitation, reconstruction, or overlaying of portions of Morrissey Boulevard, Market Street, West Cliff Drive, Pacific Avenue, Second Street, Third Street, Bay Street, and Center Street. George was also responsible for the Center Street/Pacific Avenue/West Cliff Drive roundabout project. He managed the quality control testing program.

MNS Engineers, *Highway 25 Safety and Operational Enhancements*. Project Manager. The improvements at various locations extended from two km north of San Filipe Road to the Santa Clara County line in San Benito County and included new frontage roads and intersections, widening of the existing highway, pavement rehabilitation, and drainage improvements. George managed the quality control testing program.

San Benito County, *Various Street Reconstruction and Overlay Projects*. Project Manager. These projects included the reconstruction and overlaying of various streets and installation of new underground utilities. Projects included overlays and other improvements to Fairview Road, Union Road, Hillcrest Road, Santa Rosa Drive, and El Camino Paraiso. George managed the quality control testing program. The Santa Rosa Drive project was initially designed utilizing a conventional pavement section, but George recommended full depth reclamation as an alternative, resulting in significant cost savings.

EDUCATION

BS, Civil Engineering
Coursework, Advanced Geotechnical and Structural Engineering

REGISTRATIONS

Professional Civil Engineer, CA #36122
Professional Geotechnical Engineer, CA #2309
State of California Qualified SWPPP Developer (QSD)

CERTIFICATIONS

ICC Certified Special Inspector, Structural Masonry, Prestressed Concrete # 0844079
National Ready Mixed Concrete Association Certified Inspecting Engineer # 803184

AFFILIATIONS

American Public Works Association (APWA)
American Society of Civil Engineers (ASCE)
International Code Council (ICC)
National Society of Professional Engineers (NSPE)



2. PROJECT EXPERIENCE

Harris has worked directly for the City on multiple construction projects and has years of specific experience on projects of comparable scope, magnitude, and complexity. The following projects highlight the Harris team's experience in delivering projects for public agencies, with an emphasis on roundabouts and Caltrans interface.

Recent Caltrans data shows only 21 existing roundabouts on our state highway system. The construction for the great majority of these were managed by Caltrans personnel. We have matched our three project examples to your criteria, covering all at least once: Roundabout for Caltrans on a California highway.

Example Project 1 Roundabouts and Roadway Construction, Mountain House Community Services District



Harris provided construction inspection for the widening of Mountain House Parkway and construction of arterial and residential streets within the community. The successful completion of this roadway system, a major thoroughfare

accessing I-205 provided residents and businesses improved access to and from their new community, which were primarily county roads with no highway access. Project components included:

- More than 25 miles of new asphalt pavement roadway construction
- More than 100,000 LF of storm drain up to 84 inches in diameter
- Concrete sidewalks, curb, and gutter
- Median construction
- Street lighting
- Signalized intersections
- Landscaping in the public right-of-way
- Pedestrian paths

Roundabouts. Roundabouts were utilized as a traffic calming measure to transition traffic entering neighborhoods from arterial and collector streets to local streets. The roundabouts were designed to eliminate three- and four-way stop conditions at intersection with the center island having mountable reinforced concrete pavers to allow for larger vehicles to navigate the roundabout.

Traffic and Safety Control. Harris coordinated with the contractor and developer to verify the new two-lane northbound section of the Mountain House Parkway was constructed first. This allowed for safe access across work areas during construction operations. When traffic was transferred to the new roadway, residents were able to utilize the final access configuration to the community. Throughout the construction phase of Mountain House Parkway and other roads, Harris staff distributed informational flyers to the community alerting them of upcoming roadwork, detours and temporary closures, enabling the contractor to complete work in busy areas.

Cost-Savings - Signalization. Harris inspected all new traffic signals including equipment verification, pre-turn-on punch items, turn-on support, and post turn-on punch list compliance.

Coordination with Stakeholders. Construction Inspector Bob Comacho worked closely with all stakeholders to protect easements, provide viable access and circulation means, and establish right-of-way agreements. As the field inspector, Bob devoted himself to being on-site every day construction was taking place.

Coordination of Simultaneous Inspections. Performing simultaneous inspections was a challenge due to the various types of construction, such as storm drain, concrete, asphalt paving, and utility work. Bob remained proactive and accessible during construction, making the rounds daily to observe and inspect locations around the project site.

Key Personnel Involved: Bobby Pentorali, Bob Comacho

Example Project 2 Pioneer Bluff Extension: Roundabouts, and Traffic Congestion, City of West Sacramento

Harris is providing construction management and resident engineering services for this \$4.8 million, federally-funded project to **relieve traffic congestion** for north-south commuters in the City. The project constructs a two-lane roadway and includes two new roundabouts, new sidewalks, bicycle lanes, landscaping, sanitary sewer, waterline, and storm drain utilities.

The new roadway, comprised of 25-foot embankment construction, will accommodate a future development by de-industrializing the area and adding a north-south streetcar line. Project Scheduler Albert Mata monitors the contractor and keeps the multi-phased project on schedule.

Traffic Control. The project is situated adjacent to a series of residential subdivisions and Stonegate Elementary School is within blocks of the southern terminus of the project. Harris worked with the city, contractor, and project stakeholders to **re-sequence the work to reduce impacts** to the school and the local residents. During the biddability/constructability services, Harris helped establish alternative traffic staging for access to the nearby school where special handling was set up to carry buses through the work zone in a controlled manner. Harris coordinated substantial public outreach and media alerts to notify the school, fire department, police department, and other project stakeholders of short-term and long term closures.

Caltrans Oversight - Coordination. This project was managed with **Caltrans oversight** and administered according to the **Caltrans Local Assistance Manual**. Caltrans will perform a mid-project audit and a close-out audit of this project. The Harris team established a documentation system that directly aligns with Caltrans construction management, making the audit proceed more easily. The project also involves utility coordination with Chevron, PG&E, and other utilities to accommodate the new construction.

Key Personnel Involved: Albert Mata

Example Project 3 SR-99 West Merced Overhead, Caltrans District 10

This \$35 million project improved 1.5 miles of SR-99 and replaced the existing West Merced Overhead Bridge over the Union Pacific Railroad and local streets. Maintaining continuous and safe operation of this busy freeway during construction was a key component of this project and involved **complex traffic staging and detours**. Structure Representative Bobby Pentorali's proactive approach to traffic management and the coordination of a high-profile value engineering change proposal was recognized by Caltrans with a Partnering-In-Motion Award.

Traffic Staging and Detours. Three major traffic stages consisting of **eight separate traffic phases** were used to improve SR-99 while maintaining safe and convenient traffic operations for the public. When changing from one traffic stage to the next and during some falsework erection and removal:



traffic was completely detoured off of the freeway and through the City of Merced to avoid the work zone. Bobby worked closely with the **Caltrans Field Transportation Task Force** during these operations. The team utilized truck-mounted portable changeable message signs backed by mobile crash attenuators to provide dynamic messaging ahead of the traffic queue. These mobile messages were able to move with the queue to provide advance notification of upcoming slow traffic and to suggest the use of an alternative route. This relieved congestion and provided sufficient warning to motorists to avoid accidents. Within the City of Merced, along the detour, signalized intersections were managed by traffic control flaggers to manually control traffic movements which reduced delays on the freeway.

Value-Engineering Change Proposal. To enhance public safety, reduce project costs, and reduce duration of traffic stages, Bobby successfully utilized the value engineering change proposal process to employ a unique temporary earth-retaining solution. The original design placed traffic in the median on a fill section that was shored on both sides with a temporary mechanically stabilized earth system consisting of stacked gabion baskets. There was concern that construction of the fill section along the median adjacent to and above operational traffic lanes could cause unsafe conditions for the traveling public. Bobby coordinated the review and cost negotiation of a value engineering change proposal worth roughly \$600,000. This replaced the gabion system with steel soldier piles and a welded wire fabric cage system to isolate the work zone, improving project safety.

Key Personnel Involved: Bobby Pentorali

Complex Traffic Control Projects

Del Monte/Pacific Intersection Improvement, City of Monterey



This project involved intersection improvements to the most dangerous intersection for pedestrian/vehicular conflicts. This major intersection moves traffic from the busy downtown area and allows the transport of fuel and

hazardous materials trucks into Pacific Grove. The project consisted of reconstructing the entire intersection; reconfiguration of roadway geometry, upgrading storm drains, repairing sewer lines, installing new traffic signals and street lighting, as well as constructing ADA improvements. This project required extensive traffic control, both vehicular and pedestrian, as well as a proactive public outreach campaign.

Traffic Control and Project Phasing. Harris evaluated the schedule and project phasing and realized there would be a significant time savings if **two phases** that were to be constructed sequentially were built simultaneously. However, **combining phases** had an impact on maintaining required pedestrian access. Resident Engineer Dana Van Horn and the contractor came up with alternatives that even accommodated daily use by senior citizens. This change ultimately allowed us to open the intersection weeks earlier than our scheduled completion time. This was a huge benefit to the local businesses being impacted by construction and reflected well on the City.

Pubic Coordination. The Harris team, led by Dana, coordinated closely with the City to make sure impacted businesses were kept informed regarding construction activities. On a weekly basis, she attended the City's business outreach meeting and provided the latest information on the contractor's planned activities. Dana was proactive in soliciting information from businesses and worked with

Agreement #: Ag-5342 - Page 74 of 120

“The constant coordination and critical path problem-solving provided by Dana on a daily basis is why this project came in 5 weeks early! She provided the glue in the rare and efficient working relationships between the City and the contractor, based on her high level of integrity and an unwavering dedication to delivering a show-case quality product.”

Rich Deal, City Traffic Engineer, City of Monterey for the Del Monte Avenue/Pacific Street Intersection Improvements

the contractor to accommodate delivery schedules and minimize noise impacts during special events at the conference center and nearby hotels. During the course of the project, construction was put on-hold for a week on two separate occasions to mitigate noise restrictions for the adjacent Marriot Hotel. The positive relationship Dana established early on with the contractor enabled the team to work together and resulted in a completed project a month ahead of schedule.

Schedule. When an unexpected rock formation was encountered while excavating for two of the signal pole foundations, Dana quickly contacted the City Traffic Engineer and received approval to instruct the contractor to bring in a hydraulic hammer to efficiently excavate the remainder of the footing. Dana's positive working relationship, coupled with her timely resolution allowed the contractor to mobilize equipment to the site and resume work the same day. The entire project was expected to be completed by June 30, 2013 but was up and running on May 22; **four weeks ahead of schedule.**

The project received the CMAA Northern California Chapter, 2014 Construction Management Project Achievement Award.

Key Personnel Involved: Dana Van Horn

Stony Point Road Phase II, City of Santa Rosa



Harris provided construction management and inspection services on this \$12.6 million project intended to **ease traffic congestion and increase roadway safety** by widening roughly 1.5 miles of this major arterial. Many commuters use

this route to avoid the nearby **Highway 101** — an estimated 50,000 vehicles daily, with traffic increasing during commute hours.

In this final phase of construction, Stony Point Road will be widened into four lanes from Sebastopol Road to Hearn Avenue and then taper into two lanes with a middle turn lane from Hearn Avenue to Barndance Lane. When completed, Stony Point Road will have continuous sidewalk, bicycle lanes, improved traffic signals, and crosswalk improvements. Median barriers planted with trees and other foliage will separate north and southbound traffic lanes, with pockets for making left turns. New crosswalks with pedestrian-activated overhead lights will be installed at Mesa Way and Roseland Creek. Sidewalks separated from the road by planting strips will run the length of Stony Point Road to near Hearn Avenue.

This project includes the installation of several new water, sewer, and storm drain utilities and relocated miles of PG&E, AT&T, and other third-party facilities. Key improvements included:

- Additional travel lanes will be added to Stony Point Road
- The roadway will be completely reconstructed and repaved



- Traffic signal improvements at six intersections
- Bicycle lanes will be added on both sides of Stony Point Road
- The Roseland Creek culvert bridge will be widened
- Construction of permanent features, such as retaining walls and sound walls
- New sidewalk and curb ramps will be constructed
- A landscaped median will be added
- Street lighting

Traffic Control. To maintain continuous traffic operation throughout the project, Harris oversaw the implementation of several traffic handling plans, including night work to reduce traffic impacts and mitigate safety concerns.

Minimizing Impacts. Stony Point Road is lined with private businesses and homeowners. Harris coordinated with the City to provide real time updates of lane closures and construction activity on a dedicated website for this project (stonypointroad.com), as well as Twitter (@SR_PublicWorks) and Facebook.

Key Personnel Involved: Bobby Pentorali, Bob Comacho

41st Avenue/Gross Road Street Improvements, City of Capitola

This \$725,000 project included the construction of new traffic signals, widening of Gross Road, construction of new sidewalks and driveways, construction of new landscaped medians in 41st Avenue, construction of ADA compliant wheelchair ramps, and slurry coating and thermoplastic striping. Various pavement treatments were used and consisted of slurry overlay with striping and asphalt concrete pavement overlay. Harris performed initial studies, obtained traffic counts, and performed a traffic simulation to make recommendations for the intersection configuration. Harris also coordinated with Caltrans, the contractor, City, and surrounding businesses.

Maintaining Accessibility. Existing traffic on Highway 101 at 41st Street created long delays getting through the first signalized intersection due to a convergence of several streets in this limited area. Additionally, pedestrians needed to traverse this busy area to get over the freeway. Construction of the new medians on 41st Avenue prohibited vehicular traffic from making any left-hand turns. In order to minimize impacts to local businesses, Harris worked with the City to permit U-turns at each end of the construction, thus allowing vehicular traffic to access the businesses. Once the medians were complete, the openings for the turn pockets were opened and signage prohibiting U-turns were re-installed.

Traffic Control. Gross Road is a heavily travelled thoroughfare, especially throughout normal business hours and particularly in summer. As such, the contract required all grinding and pavement work to occur at night. Harris made sure that the work remained on schedule in order for the contractor to open the road to the public the next morning.

Mitigating Challenges. Half of the traffic signal work was in the Caltrans right-of-way; the rest in the City's right-of-way. The signal heads in the Caltrans right-of-way were provided by Caltrans to the subcontractor. Procurement of the City-owned heads were supposed to be part of the lump sum bid item. However, the traffic signal subcontractor did not include them. When it came time to install the signal heads, the sub-contractor tried to "cannibalize" the Caltrans heads to make them match the plans for the City intersection. The Harris team noticed immediately and stopped the installation until contract requirements were clarified and correct materials procured before continuing at the City intersection. Our team also made sure that the Caltrans materials were reassembled and installed correctly at the Caltrans intersection.

Agreement #: Ag-5342 - Page 75 of 120

Cost-Savings. Harris team developed innovative, cost-saving solutions such as doweled curbs over new asphalt concrete pavement and the use of ornamental concrete instead of irrigation and plantings in the medians.

Del Monte/Figueroa Crash Reduction Signal Improvement, City of Monterey

This \$340,000 project involved the reconfiguration of the intersection, new signal installation, and lighting modifications at one of the City's most congested intersections. All contract documents and administration was done in compliance with Caltrans Local Assistance standards and passed several Caltrans and other state agencies' audits with no discrepancies.

Located at the gateway to the wharf, a major tourist attraction, pedestrian safety and minimizing impacts to businesses were critical. As Resident Engineer, Dana Van Horn maintained stringent oversight of traffic control measures and pedestrian signage to provide advance notification to motorists and provide safe access to the wharf for pedestrians. She worked closely with the City Traffic Engineer to provide updated contractor schedules to businesses; she worked with the contractor to minimize work activities around lunch time to allow maximum access to a corner business within the work zone.

Key Personnel Involved: Dana Van Horn, Rich Burton

Central Avenue and Taylor Road, Stanislaus County

This project involved the reconstruction of approximately 2,200 LF of roadway, striping, pavement markings, and storm drainage improvements. The heavily-traveled one-half mile roadway endured high volumes of truck traffic at high speeds. The reconstruction improved the overall roadway geometry and adjacent hydraulics. In order to maintain continuous operations, the Harris team implemented a contraflow lane reversal traffic control process during construction.

Harris communicated with residents and local businesses regarding temporary construction impacts, such as traffic changes (detours and closures), noise, limited access, and construction schedule. The team verified that notices were sent to the public on anticipated schedule and construction details.

Harris conducted a site investigation of existing field conditions to verify conditions of items like traffic striping, locations of utilities, and overall project conditions. The team identified and resolved multiple unforeseen utility conflicts and design issues. Despite these unforeseen incidents, the project was completed ahead of schedule, under budget, and without public complaint.

Key Personnel Involved: Bobby Pentorali, Bob Comacho

Walnut Avenue and Third Street Widening and Intersection Signalization, City of Greenfield

Harris provided construction management for this roadway widening and intersection signalization project. The work involved:

- Clearing and grubbing
- Site grading
- Removing existing asphalt concrete pavement
- Constructing roadway section
- Constructing curb and gutter
- Installing storm drain system to a percolation pond
- Constructing a percolation pond
- Installing 12-inch water main
- Installing new traffic signal
- Removing and relocating 18-inch farming irrigation pipe
- d other



Coordination with Multiple Stakeholders. This project was surrounded by active farmland and required full access by the farmer. Our team initiated on-site conversations with the farmer to develop a comprehensive understanding of the project's requirements and the farmer's concerns. In addition, three residents expressed their own concerns over the project. Harris' construction manager personally met with each resident to discuss their concerns and sensitively explained the plan when working in close proximity to their properties. Harris also prepared written updates to the Director of Public Works for an easy relay of information to the City Manager and City Council.

Budget Management. To maintain control of the budget, Harris reviewed line item quantities and new issues that had the potential to generate additional work, with independent cost estimates. That information was updated each day and transmitted to the Director of Public Works, who then informed the City Manager, Finance Director, and City Council members.

San Pablo Avenue Construction Management Services, San Francisco Estuary Partnership

Services include providing construction management, inspection, and engineering functions during the pre-construction, construction, and post-construction phases of the project. Work was accomplished with **Caltrans oversight** along San Pablo Avenue (Route 123) at seven sites in the seven cities of Oakland, Emeryville, Berkeley, Albany, El Cerrito, Richmond, and San Pablo in both Alameda and Contra Costa Counties located along San Pablo Avenue.

Specifically, the project includes providing advanced engineering support, construction management, inspection, materials sampling/testing, and labor compliance services. Harris provided these services from pre-construction phase to construction completion over approximately a one year period.

Project elements include construction of rain gardens, bio swales, boardwalks, street improvements, and landscaping features to filter rainwater and delay stormwater flows to the San Francisco Bay. This project will provide low-impact design services for the design of green infrastructure stormwater treatment facility demonstration projects for the seven cities along San Pablo Avenue. The goal of this project is to treat at least one acre of impervious surface per city.

H Street Roadway and Streetscape Improvements, San Diego Unified Port District



Harris' services included construction management and inspection, utility coordination, environmental oversight and coordination, claims support, project scheduling and cost controls. This \$7.2 million **roadway and streetscape**

improvement project connected the Chula Vista Bayfront to the main streets in western Chula Vista, serving as a **central access and focal point**. The project enhanced public access to the waterfront and encouraged recreational use along the Bay. The project extended H Street to Marina Parkway. Additionally, Marina Parkway was extended from H Street to Sandpiper Way. Other improvements included landscaping, a drainage system, water transmission lines, landscaping, and street lights.

Caltrans Oversight Projects

SR-140 Bradley Roadway Widening, Caltrans District 10

This \$50 million project converted 1.1 miles of SR-140 from a two-lane to four-lane highway. This project involved a new bridge structure, realigning two local streets, and signaling two intersections. Bobby Pentorali led a team of inspection staff to verify contract compliance and verify public safety and convenience on this **complex multi-stage project**. He successfully negotiated and resolved several complicated design changes, trained State and consultant inspection staff, and coordinated with local agencies, BNSF Railroad, and other affected third parties. This project received the **San Joaquin Valley Blueprint Award of Merit for Transportation Enhancement**.

Minimization of Community Disruption. Several homeowners, businesses, a City park, and a church were affected by construction activities. Bobby worked with Merced County and property owners to minimize access restrictions during peak seasons and hours. Driveways and sidewalks along the project were removed and replaced in a manner that allowed for **continuous pedestrian access** to a nearby high school and shopping center. Local streets, park entrances, and intersections were also improved during this project without restricting public access. **Traffic staging** was coordinated to maintain safe access for fire and health emergency vehicles.

Key Personnel Involved: Bobby Pentorali

US 101 Ramp Improvements, City of South San Francisco



Harris provided construction management services for the improvements of various on- and off-ramps in the City along **US 101**. The project improvements included retaining walls, barrier construction/modifications,

roadway widening, asphalt paving, striping/signing, lighting modifications, median, curb and gutter, storm drain upgrades, and miscellaneous roadway demolition.

Traffic Control and Caltrans District 4 Coordination. These ramps were highly utilized. As such, it was imperative that traffic control plans were concisely prepared and impeccably implemented. The Harris team reviewed for completeness and Manual on Uniform Traffic Control Devices compliance and submitted traffic control plans from the contractor one week prior to their implementation to be entered into the **Caltrans lane closure system**.

Public Outreach. This project is located adjacent to prominent business organizations and in close proximity to the San Francisco International Airport. Outside coordination with various event and sporting schedules was developed for the dissemination of information to the public. This public information effort was accomplished through the use of newsletters; a website dedicated to the project; and Twitter feed outlining the contractor's three-week outlook, traffic impact information, and construction progress.

Utilities. In addition to standard gas, fiber-optic, water, and sewer utilities, a Kinder Morgan fuel line that traverses through the project heading to the airport. The Harris team coordinated utility meetings in advance of construction to discuss and resolve relocation issues.

C Street/I-110 Interchange, Port of Los Angeles



Notoriously busy, the Port of Los Angeles is dotted with traffic chokepoints. Among the most notorious: the C Street Interchange at the I-110 freeway. With the goal of speeding commerce and **reducing traffic**, Harris

provided full transportation and construction management services, including:

- Roadway and bridge construction inspection and management
- Third-party (utility and others) coordination
- Environmental oversight and coordination
- Claims support
- Budget management
- Project scheduling and cost controls
- Construction administration
- Document control
- Community outreach

Our inspection services include a new flyover bridge and roadway widening, tieback wall, highway, demolition, electrical, paving, and utilities.

Roundabout Projects



County of Marin, Roundabout (Civic Center Drive Improvements): Bicycle and pedestrian facility improvements included buffered bicycle lanes, cycle track, and roundabout. The roundabout included a central islands, splitter islands, rectangular rapid flashing beacons, and bicycle exit ramps. The roundabout was designed in accordance with FHWA standards. Harris also graded the roundabout to confirm proper drainage.

City of South Lake Tahoe, Roundabout Placement (Highway 89/Highway 50): Harris provided plan review, permitting, and coordination with Caltrans for the \$2 million redesign of the improvements to the South Y intersection of Highway 50/Highway 89. Harris coordinated and reviewed the potential placement of a two-three lane roundabout at this intersection in lieu of signal replacements. The project included placement of two free right-turn lanes, replacement of all signals, placement of dedicated left turn pockets at all legs of the intersection and associated pedestrian, bicycle lanes, drainage, and best management practices.

City of Marina, Roundabout Geometry (8th Street and Imjin Road): Harris prepared an alignment study for a transit-friendly, single-lane roundabout near the entrance to the California State University Monterey Bay. The Harris team analyzed the feasibility of a roundabout geometry which would serve multiple users including cars, trucks, buses, bicycles, and pedestrians. This project required

Agreement #: Ag-5342 - Page 77 of 120

Additional Caltrans Projects

Harris has completed approximately 150 contracts with Caltrans, in every Caltrans district throughout California. Selected projects include:

Caltrans District 1

- Storm Damage Repair Projects
- Emergency Repair Projects

Caltrans District 2

- Emergency Storm Damage Repair Northern Region
- Storm Damage Repair
- Professional and Technical Construction Engineering Services

Caltrans District 3

- Various Highway and Bridge Projects

Caltrans District 4

- SR-29 Trancas Street Interchange in Napa
- SR-37 Widening in Vallejo
- I-80 Red Top Slope Stabilization
- Highway 12 Reconstruction
- I-280 Rehabilitation
- Seismic Retrofit Projects
- Highway 80/880 Westbound Buchanan Street
 - Highway 80 West Grand Avenue
 - Highway 101 Healdsburg Bridge
 - SR-116 Guerneville Bridge
 - SR-37 Napa River Bridge
- Highway 680 Crow Canyon Road Interchange Improvements in San Ramon
- Highway 680 Soundwalls and Inward Widening between Rudgear Road and Highway 580
- Highway 680 Ramp Widening on Geary Road and Highway 680
- Highway 680 and Highway 24 Improvements between I-680/24 Interchange and Rudgear Road
- Emergency Rubberized Asphalt Overlay Petaluma to Cotati

Caltrans District 6

- On-Call Construction Contract and Materials Services (Districts 5, 6, 9, and 10)

Caltrans District 7

- SR-14
- SR-138 Big Rock Wash
- SR-101 Medians
- I-110/Harbor Freeway Improvements
- Route 60/71 Interchange
- I-110 and I-105 Freeway Improvements
- On-Call Construction Management and Support Services
- Route 60/71 Pomona Interchange

Caltrans District 8

- Route 40 Highway Widening
- Route 91 Widening
- On-Call Construction Engineering Services in Rural Riverside

Caltrans District 11

- Professional and Technical Roadway Construction Management, Engineering, Surveying, and Inspection Services
- On-Call Construction Management Services

Caltrans District 59

- Corte Madera Creek Interchange Seismic Retrofit
- On-Call Construction Management Services

Caltrans – Headquarters

- Storm Water Field Compliance



extensive coordination with multiple agencies including the County of Monterey, TAMC, City of Marina Strategic Development Center, Monterey-Salinas Transit, and Marina Community Partners.

City of National City, Conceptual Roundabout (12th Street and D Avenue): Harris provided traffic engineering for a conceptual roundabout for the reconfiguration of the intersection. Work included a preliminary layout of the roundabout based on accepted practice of modern roundabout design per FHWA Publication No. 00-067 standards. The layout considered modifications to roundabout lighting, existing medians, irrigation sprinkler system, and utility conflicts for the underground facilities per the as-built plans.

City of National City, Conceptual Roundabout Layout Operational Analysis (Bay Marina): Harris analyzed and recommended a roundabout layout and provided operational analysis of three intersections. The analysis was based on existing and projected traffic volumes, using Synchro 7 capacity analysis and Simtraffic simulation software. The review included intersection turning movement counts for peak hours, two bi-directional 24-hours average daily traffic, and speed data with different ranges of FHWA Vehicle Classification Class Groups.

City of Coronado, Roundabout Configuration (Pomona Avenue, Adella Avenue, and 7th Street): Harris performed an analysis for an un-signalized intersection and roundabout configuration and prepared a roundabout design for a trial period. Harris monitored the performance of the roundabout and performed additional analyses to address public input.

Additional Roundabout Projects

- Santa Barbara County Association of Governments, Route 101/Milpas Street Improvements
- City of Modesto, Kiernan Business Park South Roundabouts
- City of Modesto, Tivoli Roundabouts
- City of Sammamish, Roundabout Installation
- City of Edgewood, Roundabout for Intersection Control (Jovita Boulevard)
- Placer County, Roundabouts for Reconfiguration of Roadways and Intersections (Kings Beach)
- City of Lynwood, 204th Street SW Extension and Improvements
- Town of Tiburon, Traffic Study for New Roundabout

Earth Systems Pacific Roundabout Projects

City of Santa Cruz, Center Street/Pacific Avenue/West Cliff Drive Roundabout: Earth Systems provided acceptance testing for the first roundabout constructed in the City. The project was funded by the American Recovery and Reinvestment Act and was subject to Caltrans oversight. The testing program included field and laboratory tests of concrete, asphalt concrete pavement, and other construction materials in general accordance with the City of Santa Cruz Quality Assurance Program Manual. The tests were conducted by Caltrans-certified technicians in accordance with Caltrans test methods.

City of Gilroy, Thomas Road/Luchessa Avenue Roundabout: This project was the first roundabout constructed in accordance with the City's Standards and Specifications. Earth Systems' services included observation and testing during grading, compaction testing of the subgrade and aggregate base courses, and acceptance testing of asphalt concrete pavement.

City of Gilroy, Santa Teresa Boulevard/Miller Road Roundabout and Class 1 Trail: Earth Systems conducted a geotechnical engineering investigation and is currently providing acceptance Agreement #: Ag-5342 - Page 78 of 120

testing for this project in accordance with the City's Standards and Specifications. Earth Systems' services consist of observation and testing during rough grading, compaction testing of the subgrade and aggregate base courses, and acceptance testing of asphalt concrete pavement.

City of Gilroy, Glen Loma Ranch 10th Avenue Roundabouts at Charles Lux Drive and West Luchessa Avenue: Earth Systems conducted a geotechnical engineering investigation and is currently providing acceptance testing for these two roundabouts in accordance with the City of Gilroy Standards and Specifications. Earth Systems' services consist of observation and testing during rough grading, compaction testing of the subgrade and aggregate base courses, and acceptance testing of asphalt concrete pavement.

Team's Relevant Technical Experience within the Last Three Years

Our team's relevant technical experience with similar constraints within the last three years includes the projects below. We welcome you to contact our listed references to inquire about the quality of our completed work and high level of integrity we have maintained throughout our projects.

Mountain House Community Services District, Roundabouts and Roadway Construction

Key Personnel Involved: Bobby Pentorali, Bob Comacho

Reference: Nader Shareghi, Public Works Director, Mountain House Community Services District; nshareghi@sjgov.org; (209) 831-5607

City of Monterey, Del Monte/Pacific Intersection Improvements

Key Personnel Involved: Dana Van Horn

Reference: Rich Deal, Traffic Engineer, City of Monterey; deal@monterey.org; (831) 646-3470

Stanislaus County, Central Avenue and Taylor Road

Key Personnel Involved: Bobby Pentorali, Bob Comacho

Reference: Chris Brady, Senior Civil Engineer, County of Stanislaus; bradyc@co.stanislaus.ca.us; (209) 525-4130

City of Monterey, Del Monte/Figueroa Crash Reduction Signal Improvements

Key Personnel Involved: Dana Van Horn, Rich Burton

Reference: Rich Deal, Traffic Engineer, City of Monterey; deal@monterey.org; (831) 646-3470

City of Santa Rosa, Stony Point Road Phase II

Key Personnel Involved: Bobby Pentorali, Bob Comacho

Reference: Clay Thistle, Project Manager, City of Santa Rosa; cthistle@srcity.org; (707) 543-3855

Town of Moraga, Pavement Repair

Key Personnel: Bob Comacho

Reference: Edric Kwan, Public Works Director/Town Engineer, Town of Moraga; ekwan@moraga.ca.us; (925) 888-7025

Caltrans District 10, SR-99 West Merced Overhead

Key Personnel Involved: Bobby Pentorali

Reference: Laura Lynn Gordon, Office Chief Central Region Construction, Caltrans; Laura.lynn.gordon@dot.ca.gov; (559) 675-5275

Caltrans District 10, SR-140 Bradley Overhead

Key Personnel Involved: Bobby Pentorali

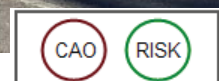
Reference: Laura Lynn Gordon, Office Chief Central Region Construction, Caltrans; Laura.lynn.gordon@dot.ca.gov; (559) 675-5275



Due to page constraints, we are providing a list of other transportation construction management work over the last three years. References are available upon request.

Additional Project References

- Contra Costa Transportation Authority, SR-4 East Widening
- City of Dixon, Construction Inspection Services
- County of Marin, Terrace Avenue Slide Repair
- County of San Mateo, Coastside Cape and Chip Seal
- City of Sausalito, Street Improvements, ADA Right-of-Way Improvements, and Storm Drain Replacement Projects
- Federal Highway Administration Central Lands Highway Division, Various Pavement Projects
- Pacific Gas & Electric Company, Chico and Burney Service Centers Pavement Rehabilitation
- County of San Bernardino, Santa Ana Avenue Improvements
- City of Carlsbad, Boulevard Pavement Overlay
- City of Carlsbad, Carlsbad Boulevard Overhead Railing Improvements and Retaining Wall Rehabilitation
- City of Edgewood, Jovita Boulevard Realignment Construction Management Services
- City of Glendora, Grand Avenue Street Rehabilitation
- City of Glendora, Citywide Street Rehabilitation
- City of Moreno Valley, Sunnymead Boulevard Revitalization
- County of Orange, Moulton Parkway Widening Segment III Phase III
- City of Pico Rivera, Passons Boulevard Undercrossing
- City of Placentia, Valencia Avenue Rehabilitation
- City of Rancho Palos Verdes, Arterial Roads Rehabilitation Palos Verdes Drive South
- City of San Diego, I-805/La Jolla Village Drive
- City of San Diego, On-Call Construction Management Services Roads and Streets
- County of San Diego, On-Call Project/Construction Management
- City of San Diego, As-Needed Construction Management, Inspection, Testing, and Survey Services
- County of San Diego, Mussey Grade Road Improvements
- County of Santa Cruz, Glen Canyon Road
- County of Santa Cruz, On-Call Inspection Pavement Management
- Caltrans/Simon Wong, Professional and Technical Construction Management, Engineering, and Surveying
- City of Temecula, French Valley Parkway / I-15 Overcrossing and Interchange Improvements Phase I
- Transbay Joint Powers Authority, Transbay Transit Center - Elevated Roadway



3. PROJECT SPECIFIC COMPONENTS

Holman Highway serves as one of the Monterey Peninsula's main transportation corridors. The City and its citizens have goals for this project that require a thoughtful and experienced approach and careful coordination with other projects in the City such as the Citywide sewer upgrades and convention center reconstruction.

The City experiences high traffic volume due to the myriad of tourists visiting the Peninsula's landmark destinations such as the Monterey Bay Aquarium, Cannery Row, Carmel and Pebble Beach. Holman Highway/Highway 1 interchange serves these tourists and travelers as well as local residents and commuters. This interchange provides access to one of only two routes in and out of Pacific Grove, the main gate for Pebble Beach, and the main entrance to CHOMP. Currently, the interchange is often congested, leading to extensive delays, increased air pollution, restricted access to CHOMP, and traffic bypassing through adjacent residential neighborhoods.



Project Understanding

To alleviate these transportation challenges and continue to meet demand, the City has gone beyond conventional thinking for interchange control by studying and designing a roundabout to improve traffic circulation. In addition to the dramatic reduction in traffic accidents roundabouts provide reductions in delays and associated air emissions and improve interchange capacity and pedestrian travel. To deliver this project safely and effectively, the City desires a Caltrans qualified construction management team that can work with the multiple project stakeholders, is nimble enough to respond quickly to changes and thinks outside of the box in addressing numerous challenges that construction operations in this busy interchange will undoubtedly present.

Knowledge of Project Site

Based on our personal knowledge of this area and publicly available traffic count data, we have strong understanding of typical traffic demands at this interchange. During peak hours in the morning, traffic severely backs up on the Southbound Highway 1 off-ramp as commuters and tourists make their way onto the Peninsula. In the afternoon, traffic backs up on Highway 68 with commuters attempting to make their way out of the area and onto Highway 1; mostly in the northbound direction. Additionally, approximately 500 vehicles enter 17-Mile Drive and over 200 vehicles enter the hospital during the morning peak hour. Having a strong familiarity with the traffic patterns into and out of the local communities, businesses, and service providers is essential for planning before the work starts and for timely decision-making during construction.

In addition to traffic movements and volumes, Harris' first-hand knowledge of the area informs our team of several other considerations. In early-to-mid February, the AT&T Pebble Beach National Pro-Am Tournament brings thousands of tourists to the region. In August, the finest collector cars in the world roll into Pebble Beach. Agreement # Ag-5342 - Page 80 of 140

following week, the tourists follow. Weather conditions are another consideration. Fog that rolls into the Peninsula during summer months can reduce visibility of advance warning signs. The rainy months and cooler temperatures between October and April must be taken into account when planning for drainage and paving operations. Understanding these events and conditions is critical for minimizing traffic congestion and improving public safety while constructing a quality project.

Accessibility

The proximity of this interchange to CHOMP and the Carmel Hill Fire Station means that none of the routes into and out of this interchange can ever be fully out of service. The fire engines require access lanes with larger turning radiuses for safe passage. Our team has already been in contact with fire station personnel to fully understand these requirements. Specifically, staff at the Carmel Hills station have expressed concerns regarding their access during construction. We would recommend that fire stations make a test drive as soon as traffic control is set for each phase. Additionally, TAMC has established an Emergency Responders Working Group that will work to develop protocols for the construction team. Dana and Bobby will be an integral part of this group, reviewing protocols and providing input on field logistics and issues encountered.

Another access concern is the general public needing access through closures in an emergency situation. This will require coordination with the California Highway Patrol at closure points and clearly understood plans for piloting emergency vehicles and/or the public through the work zone at a moment's notice, possibly in dark and noisy conditions. The Emergency Responders Working Group will be the best forum to discuss these details. This will be another situation that will have to be planned out and enforced for each of the traffic stages.

Traffic Staging

Traffic staging will be challenging. Perhaps more challenging will be confirming that the piecemeal nature of roadway construction over a 10-month period will not undermine the quality of the finished product. This roundabout will require extensive cross-slope staking to verify the finished roadway grades transition smoothly between stages. The tentative schedule also requires several paving phases to occur during the end of the calendar year and at night when cold weather may limit the available timeframe for these activities. All involved parties must have a clear understanding of anticipated construction activities, materials to be used, environmental constraints, traffic closure constraints, testing requirements, and contingency plans prior to execution to deliver quality of work during limited work windows. Harris will facilitate pre-activity coordination meetings prior to time-sensitive construction activities throughout the project.

Communication

In addition to all of the moving parts for the physical construction of the project there are multiple stakeholders that need to be kept in the loop and a traveling public that will need to be kept informed to help them navigate roadway changes safely (or avoid them altogether). To that end, TAMC has taken a page from its very successful Prunedale Improvement project and established an Interagency Task Force for this project. This group is made up of key project stakeholders. The participants will problem-solve and provide direct input to the project team throughout the construction phase. Additionally, TAMC has established a Travel Demand Management Working Group that will work to implement strategies to mitigate congestion during roadway closures and detours. Dana will be our representative responsible for providing information, soliciting input, and coordinating with our field



Adjacent Project Work

Harris understands that minimizing public disruption and traffic delays is one of the key components to managing this project. One of the tasks to achieve this involves coordinating this project with other projects in construction, including the Citywide Sewer Rehabilitation Program, which is planned to start construction in early 2015. As the designers and construction managers of this program, Harris will be able to coordinate the phasing of the two projects to mitigate traffic delays. For example, we will work with the contractor to schedule the sewer work to avoid working in or around this roundabout project detour areas. Some of these sewer segments include DL118 (along Munras Avenue), FL1 (at Lighthouse Avenue and Prescott Avenue), and DL24 (along Lighthouse Avenue). Being well-versed in the schedule and issues of both projects would optimize project delivery by minimizing community complaints.

Scope of Work Methodology

We have defined several goals for this Holman Highway project. These include:

- Maintaining continuous access to CHOMP for ambulances and the public in an emergency.
- Maintaining access for residents during closure of access points into neighborhoods.
- Keeping stakeholders in the loop.
- Paving within restrictive lane closure schedules.
- Addressing changing paving conditions, such as temperature fluctuations during night work.
- Informing the public of major changes in traffic patterns.
- Creating safe work zones and safe passage for the traveling public during multiple traffic shifts.

Our detailed discussion of our methodology and procedures for specific tasks delineated in the RFP includes thoughtful strategies to address these challenges.

A. Pre-Construction Services

Task A-1: Document Review and File Set-Up

This project requires that documentation from multiple parties is readily accessible by multiple recipients on a daily basis. Office Engineer Jennifer Iloff will use Newforma database software to store and track all project documentation. This is a one-stop repository that allows us to digitally store, track, and share (as appropriate) all project documents. Using Newforma, Jennifer will organize project files in accordance with the Caltrans filing system and work with the City to provide appropriate levels of remote access to internal and external users. Our construction management staff will receive RFIs, submittals, and correspondence from the contractor; review completeness, log in the system, and review and/or distribute to the appropriate parties. During construction, our inspection staff will log all field reports, photographs, and material certifications into the system to provide real time field information. The system provides convenient dashboards, alerts, and reminders of outstanding documentation and remaining review durations. This control gives the Harris team to maintain project schedules, track action items, identify outstanding issues, and prioritize action plans accurately and efficiently. At the end of the project, Newforma will archive all project documents at the push of a button, allowing for quick close-out turnaround times.

Task A-2: Community Outreach

Harris recognizes the success of this project hinges on our ability to inform local commuters and tourists of changes in traffic conditions. TAMC will lead public outreach. Our Construction Manager Dana Van Horn will coordinate with TAMC and the City to solicit input from the various work groups/task forces that TAMC has already established. She has a proven track record of being proactive in communicating and problem solving in Monterey when it comes to project impacts. Dana also welcomes the opportunity to represent the City at public outreach meetings and at one-on-one stakeholder meetings.



Project Success

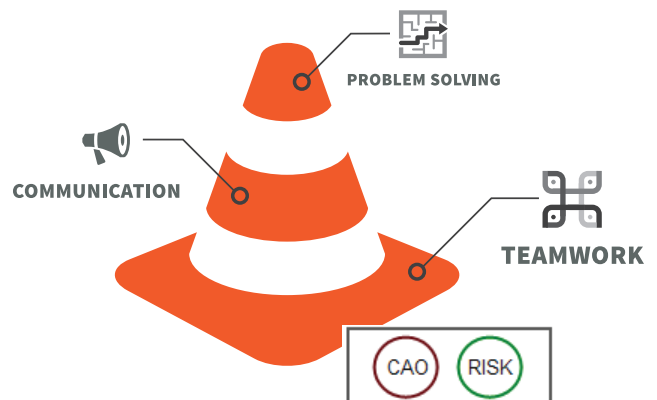
City of Monterey, Mark Thomas Drive Roadway and Sidewalk Widening | The Harris team coordinated closely with the Naval Postgraduate School and the Hyatt and Hilton hotels to schedule work around their daily and special events and operations. The team regularly solicited feedback from the local businesses and community to determine that the project was meeting their expectations. Harris closely monitored daily detours and the contractor's traffic control so that we could optimize access for pedestrians and traffic while maintaining a safe work zone. Methods of communication included flyers and personal daily communication with all key stakeholders.

Specific Strategy: Integrated Communication Plan

Well before the contractor's first day of work, Dana will work with TAMC's Interagency Task Force to develop an effective internal communication plan and comprehensive strategy for providing information to the public. During construction, she will attend weekly progress meetings and work closely with Resident Engineer Bobby Pentorali to stay abreast of project progress and issues. We understand that Dana must have a clear understanding of current and upcoming traffic handling and construction activities to effectively serve as the point-of-contact for TAMC. Dana will report to TAMC's Interagency Task Force, providing regular updates on project issues and successes, as well as a discussion on a six-week look-ahead report. Dana has a proven track record of working with TAMC, the County, Caltrans, and the City to provide timely and accurate communications regarding her projects.

Another way of minimizing traffic delays and increasing the safety of the traveling public is to keep the local residents well-informed of upcoming closures and expected congestion. Harris has successfully worked with TAMC and the City to inform the public of expected construction impacts. On this project, we anticipate media releases via the City's website and social media outlets such as Twitter, describing the various phases of construction and the impacts to motorists. Working with TAMC's Traffic Demand Management Working Group, Dana will attend meetings to report on observed conditions, forecast future operations, understand where traffic handling can be improved, and brainstorm alternatives and contingencies. For example, handouts should be provided to the guards at the entrance of 17-Mile Drive; portable changeable message devices will display changes in traffic conditions well in advance, weekly schedule updates with affected travel paths and

CRITICAL SUCCESS FACTORS



hours of operations be available for local media and local agencies; and websites will be updated with current information.

Dana will work closely with TAMC’s Emergency Responders Working Group to develop a communication plan for emergency access through the work site and during each work phase. This will require coordinating the needs of responders (and the public), the California Highway Patrol officer providing Construction Zone Enhanced Enforcement Program (COZEEP), CHOMP, the contractor, and the construction management staff to confirm all parties know exactly what to expect.



Project Success

Bobby Pentorali has had experience working with the California Highway Patrol on multiple other projects. He has utilized the California Highway Patrol to assist with full closures of Highway 99 and for rolling stops to allow for closure shifts on busy State Highways. On the Franklin Road Maintenance project, Bobby was directly responsible for overseeing traffic control operations on Highway 99 in Merced County. This project required shifting lane closures mid-shift to allow for the passage of a rolling scaffold apparatus that hung off of the Franklin Road Overcrossing.

Task A-3: Pre-Construction Conference

Our Resident Engineer Bobby Pentorali will work with the City to develop an agenda for the City’s review. The pre-construction meeting is an important forum to emphasize important elements, answer questions, and establish protocols. Bobby will convey a thorough understanding of the contract requirements and construction plans specifications, highlighting anticipated challenges and potential solutions with the team. We will chair (or assist in chairing) the pre-construction meeting, memorialize all discussion, distribute meeting minutes, and follow up on any new project issues before construction begins. The goal of this meeting is to gain a clear mutual understanding of project roles, responsibilities, and expectations to avoid delays or additional costs.

Task A-4: Pre-Construction Field Reviews and Coordination

Prior to the commencement of work, Inspector Bob Comacho will thoroughly inspect, photograph, video, and document the existing condition of roadway surfaces, drainage patterns, vegetation, environmentally-sensitive areas, existing improvements and drainage infrastructure, signage, fencing, adjacent private property access points, and common right-of-way areas at the project site and along anticipated detour routes. When construction staking is placed, we will photograph monuments and monitor staking preservation to avoid dispute should re-staking be necessary. We will photograph and cross-check all utility markers with as-built and utility drawings. We will also witness utility potholing operations firsthand to confirm utility location information. These pre-construction reviews are essential in resolving potential disputes regarding adverse impacts as a result of construction activities.

Our team will also coordinate and confirm the following pre-construction surveys are completed:

- Dusty-footed wood rat survey (maximum 60 days prior to construction)
- Nesting bird survey (maximum 14 days prior to construction)
- Monterey pine forest trees identification
- Environmentally-sensitive area fencing installation
- Pre-construction SWPPP inspection
- Other pre-construction surveys required by permits (as determined)

Agreement #: Ag-5342 - Page 82 of 120



Project Success

Transportation Agency of Monterey County, Highway 1/Carmel Valley Road Improvements

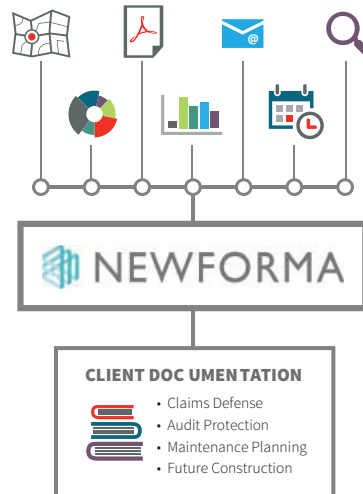
| This project, located parallel to Highway 1, required pre-construction wildlife surveys and construction phase monitoring. Pre-construction surveys included nesting avian species within riparian and Monterey pine forest habitats associated with the Hatton Canyon Creek; woodrat nest surveys; and California red-legged frog surveys where the project crossed the creek. During construction, Dana and her staff monitored contractor’s compliance with environmentally-sensitive area fencing, best management practices and called in the biological monitor on several occasions to relocate woodrat nests when construction was within the impact area noted in the Mitigation Monitoring Plan.

Task A-5: Source Inspection Quality Management Plan

Harris will need to complete and submit a Source Inspection Quality Management Plan for Caltrans approval. This plan is a comprehensive overview of the project’s quality management plan to include source inspections. On this project we have two overhead sign structures. Truss sign structures are considered a Priority 1A requiring extensive quality assurance source inspection. To complete the plan, we will review the contractor’s list of materials, licensing, and certification information on the contractor’s qualified quality control personnel. The Source Inspection Quality Management Plan must be approved by Caltrans prior to the issuance of the duplicate permit for construction so this will be a high priority once the contractor is on board.

B. Construction Services

Task B-1: Project Management and Document Control



Harris will prepare RFI responses, review and issue disposition on contractor submittals, draft correspondence, resolve claims, draft and perform force account analyses for contract change orders, review schedules, track the Weekly Statement of Working Days, perform regular SWPPP inspections, issue Stop Work Notices and Directive Letters, quantify pay items, process payments, hold weekly safety meetings, and write field inspection and Resident Engineer Reports. Dana and

Bobby have managed many projects using Caltrans administrative procedures. Several of their construction projects were as Caltrans employees, giving them a thorough understanding of State policies and procedures and the Local Assistance Program.

The Newforma database decreases the time required to move documents from party to party and allows greater focus on the review and approval process.

We understand that there are no Federal or State funds included in the project funding. However, our project documentation will be organized and maintained to those high standards regardless. Both Bobby and Dana have been through rigorous state and federal audits on past projects. They are comm -ready records available at all times. This requ ght of



labor compliance and materials information, and close tracking and reporting of material quantities and payments and thorough documentation of contract changes. Harris also understands the importance of having clear invoices, payment history, and forecasted budget information available for project stakeholders. We are committed to making sure that our records contain the necessary information in a clear and concise format. One of Dana's project tasks will be internal audits of our project documentation to confirm completeness and audit readiness of the project files.



Project Success

Working on the State of California's facility expansion program, Jennifer Iloff set up and digitized project data for the in-house project document control repository. Although originally assigned to handle financial responsibilities,

budget shortfalls led to staff reductions and Jennifer stepped up to take over management of document control. She also provided first-line reviews of employee expense reports, final review and compilation of monthly invoices to the Prison Receivership, and monitored the routing of contracts and subcontractor insurance for compliance.

Task B-2: Progress Meetings

Traffic Staging

Due to the complexity of traffic staging and the intensity of public impact from construction operations, Harris will hold two separate weekly coordination meetings. One meeting will be focused on typical project management matters. This meeting will allow for discussion of project progress, look-ahead schedules, current issues, submittal status, RFI status, and change orders. This meeting will be attended, at a minimum, by the City, the contractor, construction manager, resident engineer, and inspection staff, TAMC, and Pebble Beach Company. Caltrans personnel will be invited and encouraged to attend. Harris will develop an agenda for each meeting; document discussions, status, and decisions, and distribute draft summary for comment. A final version will be distributed to all regardless of attendance and others, as agreed upon.

We recommend a separate weekly meeting to discuss the schedule look-ahead, current traffic handling systems, anticipated traffic handling systems, traffic handling contingency plans, potential schedule risks, public correspondence, emergency access incidents, observed safety concerns, observed public convenience concerns, areas for improvement, upcoming public outreach meetings/events and a safety topic. This meeting will be attended, at a minimum, by the contractor, construction manager, resident engineer, inspection staff, the City, TAMC, Pebble Beach Company, and Caltrans personnel. We also recommend including CHOMP, the California Highway Patrol, and the Carmel Hill Fire Department to these meetings so they have a clear understanding and hear their concerns and ideas for improved access, traffic circulation, and safety.



Project Success

While working for Caltrans on the Bradley Overhead Project on SR-140 in Merced County, Bobby and his team coordinated with the public, local agencies, utility companies and the BNSF Railroad to minimize construction-

related disruptions. Several homeowners, businesses, a City park and a church were affected during the re-construction of driveways, sidewalks, local roads and the highway. Bobby's team worked closely with Merced County and these property owners to minimize access restrictions during peak seasons and hours. Continuous pedestrian access to a nearby high school and shopping center was maintained throughout the project. Traffic staging was coordinated to maintain safe access for fire and health emergency vehicles.

Task B-3: Project Schedule Reviews and Updates

Maintaining a common understanding of the project schedule is critical for anticipating and communicating changes in traffic staging. The schedule is also essential for properly quantifying project delays and timely resolution of contract disputes. This begins by having a solid, logical Baseline Schedule. Albert Mata will perform an extensive electronic review of the schedule to confirm that predecessor/successor logic sequences are tied correctly to identify the critical path. Our construction management staff will also review the schedule to validate activity durations and confirm that third-party activities, seasonal work restrictions, City-related functions, furnished materials durations, submittal submissions/approvals, procurement lead times, construction staging, and contractual milestones are correctly accounted.

Monthly, our construction management staff will confirm construction progress and verify schedule adjustments. The schedule update will be reviewed by Albert. We will provide our review comments to the contractor expeditiously to maintain an accurate, mutually-acceptable schedule as the project progresses. Should there be any disagreement regarding the current schedule, we will work diligently with the contractor to resolve the differences, escalating the isolated issue to the City only if input is critical to resolution. Should the City project manager's input be necessary, we will coordinate a joint meeting with the City and the contractor to resolve these differences as soon as possible.

Should the schedule be adversely impacted by occurrences beyond the contractor's control, we will provide the City with recommendation(s) on schedule recovery. If a time extension is warranted, the schedule will be adjusted in accordance with the contract requirements. We will evaluate the contractor's time impact analysis and perform an independent analysis to obtain mutual agreement on delay duration prior to schedule adjustment approval. Harris applauds the City for revising Standard Specification Section 8 to require the submittal of a weekly look-ahead schedule, a two-week look-ahead schedule for major changes in traffic handling, and a two-week look-ahead for changeable message sign advance messaging. This provides enforceable requirements for timely notice of traffic handling plans to keep everyone well informed. Bobby will proactively work with the contractor to confirm these reporting requirements are consistently met.

Task B-4: Progress Reports

Every month, Bobby will prepare a concise report for the City, TAMC, Pebble Beach Company, Caltrans, and other stakeholders as determined necessary by the City. This report will include:

1. Construction activities completed this month (with photos)
2. Construction activities anticipated next month
3. Traffic control discussion (schedule, observations, incidents, strategies for improvement)

Project Budget – including current expenditures, expenditures to date, percentage complete based on expenditures to date, potential changes and executed changes

4. Schedule update and narrative of schedule risks (anticipated date of completion)
5. Project safety (incident reporting and project record, safety meetings logged)
6. Environmental compliance discussion (SWPPP and weather reporting)
7. RFI and submittal logs



8. Change order status (current and anticipated summary)
9. Contract claims and unresolved disputes (discussion and schedule for next steps to resolve)
10. Project issues/potential issues and resolutions

Task B-5: Submittals, Shop Drawings, and RFIs

In addition to the contract-specified pre-construction submittals, Harris will develop a comprehensive list of all submittals and shop drawings for this project. This list will also include maximum review times, successor activities, and reviewing parties. Our goal is to respond within five working days of receipt. When Caltrans or the City is part of the reviewing team, we will distribute these submittals following a review for completeness. Our internal goal for completing cursory reviews is two working days following receipt. The key to quick turnaround of submittals is strong communication to verbally resolve minor questions and concerns prior to issuing review comments. Harris is committed to discussing all review comments and dispositions with the contractor prior to formal transmittal. We have found this technique to be a big time saver.

The volume of traffic handling submittals and notifications will require considerable coordination. Bobby and his inspectors will perform a review of all two-week look-ahead schedules for major changes in traffic handling, changeable message sign advance messaging, closure schedule amendments, CHOMP notifications, Caltrans Public Information Officer notifications, weekly closure schedule request forms, and contingency plans before distribution. Harris believes that the high number of recurring notifications/submittals merit a weekly checklist to remind all parties of requirements.

Task B-6: Utility Coordination

Inspector Bob Comacho will oversee all potholing efforts prior to construction activities. He will confirm that potholing locations provide sufficient information to avoid unforeseen conflicts. We will coordinate with PG&E, AT&T, the City, Comcast, and California American Water to confirm that existing utilities are properly protected.

Careful consideration is required during activities near the underground gas lines at the entrance to 17-Mile Drive and Westbound SR-68 and the low overhead 21kV electrical line that crosses SR-68 west of SR-1. We will also closely monitor retaining wall construction activities on the north side of SR-68 to avoid potential delays caused by AT&T utility conflicts. We understand that AT&T is scheduled to relocate their fiber-optic line prior to the start of construction. In the event that this work is not completed before construction begins, we will coordinate our efforts with AT&T to avoid delays. Bobby and Bob recently dealt with a similar situation on a roadway replacement project in Stanislaus County in which AT&T had to relocate multiple communication lines mid-project. They were able to coordinate these efforts to keep the project on track.



Project Success

City of Pacific Grove, Eardley Avenue Resurfacing | This project involved improvement for two blocks, located in a tourist zone close to the City's oceanfront. When unforeseen utilities were encountered during construction, Harris responded immediately by meeting the contractor in the field. Our team adjusted the drainage alignments to avoid the conflict and delivered the updated plans within 24 hours, preventing any delays to construction.

Task B-7: Construction Inspection

Harris understands that effective construction inspection means more than observing and reporting. Our team has proven success administering Caltrans transportation projects that involve complex traffic staging and handling. We will consistently anticipate issues and proactively partner with the contractor to deliver this project on time, safely, and within budget.

This project involves multiple paving operations throughout the year. Cold weather and paving operations during night shifts have the potential to adversely impact the quality of paved surfaces and/or the project schedule. Bobby will coordinate a pre-paving meeting before each major phase of the project to discuss the following:

- Review the contractor's paving plan; address paving phase concerns; and anticipate challenges such as rolling patterns, temperatures, and precipitation.
- Monitor weather reports pre- and post-meeting to verify work is conducted (48-hour pre-paving and 24-hour post-paving) in conformance with specification and manufactures recommendations.
- Verifying phase-related submittals, approvals, and RFIs resolution.
- Verifying all preparatory work is conducted and passes testing: conform grinding depths achieved, wheel rolling of base, and aggregate and sub base compaction testing (completion and approval).
- Review of plans and specifications, noting testing and approval criteria.
- Confirming timely community and stakeholder notifications are issued: signal boards posted 14 days prior to work commencement, up-to-date website, and door hangers with 72-hour and 48-hour notices.

Quality of Product

Prior to paving activities, inspectors Bob Comacho and Rich Burton will track ambient temperatures and the moisture conditions, verify the road is clear of debris and tack coat is applied per specification (55 degrees above ambient temperature). Our inspectors will verify trucks are tarped when needed; retrieve all batch tags and test for temperature of all loads prior to off-loading of material; verify the contractor maintains the rolling pattern as discussed during pre-paving meeting, truck convoys are not blocking accesses, asphalt lift depths are being adhered to, the contractor works the shady paved locations quicker than locations in the sun, and that traffic control is in place and maintained. Prior to re-opening any area to traffic, all temporary striping and/or markers will be in place. All information is captured in the inspector's daily reports.

This project involves concrete placement for retaining walls, cast-in-drilled hole pile foundations, drainage features, sidewalks and medians. We will review all mix designs and placement plans to verify contract compliance. Prior to all concrete pours, we will inspect form dimensions and reinforcing steel placement, documenting with photographs and final inspection reports. Our staff will verify mix proportions, temperature and mixing time of all concrete deliveries and monitor all contractor placement methods. After concrete placement, we will monitor concrete curing measures to confirm quality of the finished product.

Harris will be on-site daily to make sure that all of the contractor's work is in conformance. Caltrans Standard Specification Section 5-1.30, "Noncompliant and Unauthorized Work," of the Standard Specifications, specifies the contractor's responsibility regarding rejected work and for the removal and replacement of material that does not meet specification requirements. Harris will issue Non-



TOTAL QUALITY MANAGEMENT



Compliance Notices for any non-conforming items and report to the City, all non-conformance findings that have the potential to cause delay or lead to a contractor claim prior to taking action. Should it be determined that rejected work is allowed to remain in place, Harris will negotiate a contractor-initiated change order to reimburse the City for sub-standard work, should any adjustment be warranted.

Safety

Finally, a safe and clean work zone is everyone’s responsibility. The site will be monitored daily. Any unsafe construction practices, accidents or near-miss incidents will be immediately reported to the City and discussed at the weekly coordination meeting. Proper installation of temporary and permanent traffic signals, signage, and striping will be monitored to confirm safety of the public (see Task B-15, “Safety”). Our team has the experience necessary to make sure that traffic control measures are installed per plan, properly functioning, and well maintained. Work zone safety, cleanliness, and traffic messaging are standing agenda items.

Task B-8: Materials Quality Assurance Testing and Source Inspection

Our staff is well-acquainted with Caltrans test methods, protocols, and frequencies for materials testing. We will approve the contractor’s Quality Management Plan and verify the contractor’s quality control material testing frequency and results comply with the contract. We take a proactive approach to quality assurance materials testing coordination and scheduling. We look at trends in materials testing for potential problems and make recommendations for corrective actions before it impacts the quality of work. All testing will be logged so as to clearly show a corresponding passing test for any testing failure. In addition to plant inspection for hot mix asphalt materials, our most notable source inspection will be for the truss sign structures. These are a Priority 1A and require extensive quality assurance inspection during fabrication.

Task B-9: Monthly Progress Payments

Our staff will have a clear understanding of the contract requirements for measurement and payment of each bid item. During each month, progress will be measured in the field and tracked for payment. Where possible, source documents will be used to quantify progress for payment. Every bid item and in-progress contract change order will have a unique State Standard Form CEM-

Agreement #: Ag-5342 - Page 85 of 120

Exhibit B

4801, “Quantity Calculations,” to record monthly progress linked to source documents or some other traceable record or calculation. Cumulative and monthly progress will be clearly for each bid item and approved change order.

Task B-10: Labor Compliance

An effective labor compliance program must be consistently monitored weekly to proactively correct potential violations. The City will be notified immediately of any willful violations to the applied labor compliance program such as EEO. We will confirm that fringe benefits and pay rates match prevailing wage rates for each labor classification. We document owner-operator contract numbers and hours worked. We expect several of the roadway material delivery vehicles to fit into this category. We will also interview personnel at least bi-weekly using Caltrans Standard Form CEM-2504, “Employee Interview: Labor Compliance/EEO”. Finally, our staff track the number of apprentices used on the contract. We verify that apprentice classifications are correctly identified on certified payroll records and that the type of work and ratio of apprentices to journeyman meet the requirements of the apprenticeship agreement on file with the Division of Apprenticeship Standards.

Task B-11: Contract Change Orders

The best way to manage change orders is to proactively identify and follow up on issues that lead to changes. Prior to construction, our team will review the project plans and specifications and advise the City of potential change order risks. During construction, potential change orders are placed on a change tracking log; details and potential solutions will be discussed at our weekly progress meetings; and we will recommend resolutions. The extensive Caltrans experience of Bobby and Dana in estimating, negotiating and drafting contract change orders is invaluable. A complete change order package containing a narrative, all relevant back-up data and documentation is added to the project files.



Project Success

Transportation Agency for Monterey County, Highway 1/ Carmel Valley Road Improvements | This project included several significant changes in soil conditions including large boulders, unsuitable materials, and bedrock. These issues

had the potential to cause project delays and substantially increase costs. Dana’s proactive approach in working with the contractor and project team to provide solid technical solutions in a timely fashion while fairly compensating the contractor kept project costs well within the approved contingency and completion of the project on schedule.

Task B-12: Environmental and Permits

The Harris team is keenly aware of the sensitivity of environmental issues and conditions associated with project permits. Storm water pollution control measures are focal points as we are situated in a coastal environment where any run-off eventually spills into the Monterey Bay. On our Del Monte/Pacific Intersection project, the Regional Board staff had overnight accommodations in the hotel directly adjacent to our project. Even with this level of scrutiny, the project passed their review with no violations. We will verify that the contractor properly installs and maintains all best management practices, all environmentally-sensitive areas are clearly delineated, and all required site surveys and inspections are conducted and properly documented.

Based on the Mitigation Monitoring Plan, there are pre-construction survey requirements for nesting birds (maximum 14 days prior to construction in February through August) and the dusky-footed woodrat (maximum 60 days prior to c





there is a requirement for archeological monitoring in the (unlikely) event that any Native American remains are encountered. Denise Duffy & Associates will provide any necessary biological surveys and arrange for any cultural resources expertise that may be required.

Aerially-deposited lead has been identified within the project limits. It is not classified as hazardous waste and does not require disposal at a permitted facility. The specifications require the contractor to submit a lead compliance plan and it is the contractor's responsibility to provide any and all materials testing to satisfy entities receiving any off-haul materials. Should the need arise, the Harris team has the ability to perform third-party testing of these materials. Our inspectors will also verify that we document materials hauled off-site and require that the contractor submit the required disposal documentation.



Project Success

Construction Package 1 Fresno and Madera County |

Bobby worked directly with state and federal environmental regulatory agencies. He managed the efforts of the design-builder, project contract manager, and program management team to draft and submit several environmental re-examinations and permit amendment applications. He directly communicated with the U.S. Army Corps of Engineers, California Department of Fish and Wildlife, U.S. Fish and Wildlife, and the State Water Resources Control Board. To minimize the risk of delay due to environmental permitting, he developed a schedule for these efforts and secured commitments from all involved parties, including the regulatory agencies to synchronize efforts.

Task B-13: Claims Management

Claims are often a result of unresolved change orders. The most effective strategy in claims management is to proactively identify and resolve issues. Prompt attention to issues prevents misconceptions that can fester and create poor working relationships. In previous sections, we discussed the importance of having a mutually-acceptable schedule that accurately reflects the project progress. This greatly assists in resolving any time/schedule related disputes. Equally important is the ability to perform independent estimates for extra or disputed work. These practices are essential for expedient resolution of contractor claims. Complete project documentation is also a major component in defending and resolving potential claims. Our staff members are very meticulous about complete and proper documentation whether it is daily reports, photos, or testing data.

Dana and Bobby have extensive claims management experience. They have both represented the State through resolution negotiations and arbitration.

Task B-14: Final Inspection

Bobby and our inspectors will identify and address items that need attention as the work progresses. Due to the many stages in this project, the time to address work quality and completion is during the current phase. This greatly reduces the need to go back to re-work items the contractor feels are already completed. As the project nears completion, Harris will schedule an in-depth review of all completed work. All appropriate stakeholders and the contractor will be invited to this review. Bobby will compile a punch-list of items for the City and Caltrans that need attention prior to Final Acceptance. As the contractor works on these items, Harris will be on-site to inspect this work proactively and sign-off on completed items. We will perform a final walkthrough with the City and Caltrans for pre-approval. Harris will issue a Notice of Substantial

Agreement #: Ag-5342 - Page 86 of 120

Completion, Notice of Final Acceptance, and a Final Estimate to close the project out. We will coordinate all necessary concurrence from other stakeholders as deemed necessary by the City.

Task B-15: Safety

Harris is strongly committed to safe work practices, and will work to make certain that everyone involved with the project, as well as the traveling public, return home just as they left that day. Our team is prepared to assist the City with traffic control planning to enhance project safety. On previous projects, our team has utilized dynamic messaging to provide ample notification to motorists of upcoming traffic queues. We have worked with the California Highway Patrol on projects to control traffic speeds, implement rolling stops, and shift lane closures. We have served on project development teams to plan traffic staging and traffic control procedures and have successfully implemented traffic handling plans on multiple projects with differing environmental conditions. We look forward to bringing these first-hand experiences to the City to deliver this project safely.

Harris will recommend disposition on all traffic handling plans and verify that the contractor's operations are consistent with approved traffic handling plans and uniform traffic control measures. Bobby is committed to being on-site, day or night, whenever a change in construction staging or traffic controls is implemented. We will monitor that sufficient staff are present to oversee the effectiveness of traffic control measures and to coordinate closely with the contractor, TAMC, Caltrans, and the City to make adjustments as necessary. Our team knows that a safe traffic control operation requires boots on the ground, contingency plans, and proactive decision-making.

Conflicting traffic striping must be removed completely in a manner that does not have the potential to resemble old messages. This means that obliterated arrows and text must not exhibit their original shapes. The direction and glare of the sun must also be considered when striping is removed and replaced. New delineation must be of the highest quality to make sure that motorists don't have to question lane widths and appropriate movements. To avoid distraction, Harris strongly recommends that gawk screens be placed between construction zones and operational lanes.

During night shifts, temporary lighting must be placed in a manner that illuminates the traveled way and does not draw motorists' attention to the work zone or shine excessively through their line of sight. Finally, signage must be placed in a manner that offers ample and clear messages well in advance of any driver decisions. This will require continuous observation and adjustment, perhaps above standard practices, to verify safe traffic circulation.

Emergency Access to Community Hospital of Monterey Peninsula (CHOMP)



The proximity of the project to the hospital exacerbates the potential for the public to enter the work zone in the case of an emergency. Harris understands that the City has committed to the public that safe passage of emergency vehicles and

motorists in an emergency situation will be consistently available.

Our response to such emergencies must be controlled, swift, and efficient. Emergency access plans, roles and responsibilities, and lines of communication must developed early and be understood by all involved parties prior to commencing work. We will



review procedures on a shift/daily basis to verify that all elements of the plan are in place. Our team strongly recommends participation in the COZEEP for assistance at closure points. We believe that the decision to allow citizens through the work zone is most appropriately handled by a California Highway Patrol officer. When an officer determines that a motorist should be allowed to pass through the work zone, our designated person will be notified and all personnel will immediately implement the predetermined plan. Motorists will be piloted through the work zone along an access lane that is sufficiently lit, delineated, and free of debris at all times.

Given the close proximity of the Carmel Hill Fire Station, emergency access through the intersection poses another concern. The turning movements of fire trucks are wide and must be considered in addition to the 10-foot minimum lane width. Our team has met with staff at the Carmel Hill Fire Department to note the turning movement requirements of their equipment. We have also been informed that a new, larger fire engine is expected to be in service prior to contract award. Prior to the start of work for each phase, we will coordinate with the local fire departments to test drive through the project when traffic control measures are implemented. These actions will confirm that emergency access is sufficient for the safe passage of fire engines.



Project Success

City of Santa Rosa, Farmers Lane/Highway 12 Partial Interchange | The Harris team leveraged positive relationship with Caltrans District 4 staff to facilitate the implementation of an effective traffic control plan that

included four detours to minimize traffic impacts, night work, and off-peak construction to meet Caltrans encroachment permits, and implemented a COZEEP that resulted in an exemplary safety record. This saved three weeks in the delivery of the project. The City received several letters from residents and local newspaper, thanking the City and its construction team for rapid action to potentially serious traffic conditions.

Partnering

The City has opted to have partnering as an element of this project. Harris promotes team accountability, trust, open and honest communication on all of our projects. We recognize that formal partnering is an opportunity for all stakeholders to communicate their goals and visions for the project and to forge a commitment to work toward mutual outcomes. Formal partnering is often misconstrued as an attempt to modify the contract terms and conditions. We recognize that partnering does not change the terms of the contract but is a commitment to issue resolution and mutual success.

Bobby has been consistently effective at partnering with contractors to minimize project risks and proactively seek solutions to complex project staging challenges. In 2010, he received the Caltrans Partnering-in-Motion Award on the West Merced Overhead project because of his ability to negotiate and implement a unique value engineering process.



Project Success

Los Angeles County Metropolitan Transportation Authority, I-405 Supelveda Pass Widening | Utility conflicts throughout this project were extensive enough to warrant a separate utility relocation budget. A team of five people

from Harris coordinated with the various utility owner representatives, the contractor, and owner, partnering with them to come up with solutions for successful relocations that would keep the project moving smoothly and as planned.

C. Post-Construction Services

Task C-1: Final Quantities and Payment

Harris will work with the contractor to keep alignment on payment quantities throughout the project. At final payment, Bobby and his inspectors will independently determine final payment amount. Should the contractor's final payment estimate differ from our own, we will work with the contractor to isolate these differences and their source of agreement cannot be reached with the concurrence of the City, Harris will proceed through the claims management process.



Project Success

Stanislaus County, On-Call Construction Management and Inspection | Harris field staff tracked pay items for paving, water services, and other project features so fund reimbursements could be promptly identified between the

County and the City of Modesto Utility Department. Tracking of the individual items showed up on the monthly pay estimate which the County could easily segregate and promptly send as detailed invoices to the City.

Task C-2: Record Drawings

Accurate as-built records must be updated on a consistent basis throughout the project. Harris' practice is always to maintain an independent set of as-built drawings. We compare our as-built records with the contractor's set on a monthly basis; ideally during payment discussions. We oversee the final survey of water mains and laterals, storm drain facilities, electrical sign lighting, and sewer facilities. This data is transferred to our own records. Upon receipt of the contractor's as-built drawings, we compare our records to confirm information is captured as constructed.



Project Success

City of Santa Rosa, Sixth Street Undercrossing Improvements | Harris' advanced research efforts prior

to construction turned up old as-builts that showed the locations of existing electrical service points. This research revealed alternate signal power lines that were eventually used to temporarily energize the existing signalized intersection until new service could be installed. This strategy eliminated a potential five-day schedule delay. Our team also coordinated with the contractor to make sure materials were delivered well in advance of work activities, circumnavigating other potential delays. Ultimately, the project finished two months ahead of schedule and within budget.

Task C-3: Contract Records

Our team will utilize the State Uniform Filing System to organize all project records. At project close-out, we will provide the City with a hard copy and electronic copy of all files. We will also meet with City personnel to review all project files for completeness. Our staff has been through multiple state and federal audits of project records and we are committed to providing audit-ready files that are easily accessible to all necessary parties.

Task C-4: 11-Month Post Construction Warranty

Harris will coordinate a post-construction warranty walkthrough with the City, Caltrans, contractor, and Omni Means. During this walkthrough, our staff will document all observations and agreed upon actions. We will oversee any repair/remediation work and report on completion of all walkthrough items.



D. Equipment and Materials Provided by Consultant

Harris will provide all necessary instruments, equipment, tools, personal protective safety equipment, and vehicles with flashing amber lights and firm identifiers as stated in the scope of work.

E. Reimbursables

Harris complies with the reimbursable expenses, as listed in the scope of work: postage; deliveries; reproduction; vehicle mileage at IRS rate; City-authorized employee per diem; and subconsultants, including material testing laboratory.

F. Miscellaneous

Per the project specifications, Harris will utilize the field office provided by the construction contractor.

Innovative/Cost-Effective Methods

Newforma – Project Organization, Information Access, and Document Control

Harris utilizes Newforma as our project database platform. Newforma is a streamlined project management and document controls system that acts as a repository for all project documents. It standardizes project files and removes the guesswork in reporting current project data through automation. Instead of every party on the project using their own data management and filing systems (i.e., Dropbox, Prolog, Box, and ShareFile), everything is kept in one centralized, secure location and shared internally and remotely on one application. Project data integrity is maintained through user controls such as access levels and modification rights. Throughout the project life cycle, documents and conversations are captured through the internal user application (Project Center), web-based external user page (Info Exchange), and through phone/iPad-based field applications. Files too large to e-mail can be sent via Info Exchange to all required parties and maintained within Newforma's servers throughout the project duration.

Newforma also tracks review times of submittals, RFIs, correspondence, contract change orders, and submittal drawings. This information is easily visible in the form as dashboard output for all to see, thus encouraging accountability. The system will also create status reports for these documents to share at weekly progress meetings.

Dynamic Traffic Messaging



Caltrans District 5 Traffic Manager Jacques Van Zeverter, PE, TE indicated Caltrans does not anticipate significant disruption to the mainline (Highway 1). In order to reduce traffic disruption and improve safety in and around major traffic detours, Harris preemptively recommended dynamic traffic messaging. Our team brings experience with this non-standard traffic control measure and can discuss benefits in greater detail with Caltrans and the City.



Project Success

Bobby oversaw the full closure of SR-99 in Merced County on the project. Southbound 99 traffic recently detoured off the highway, through the City of Merced, and back onto southbound approximately three miles away. The Caltrans

Field Transportation Task Force was an essential component of this operation. The messaging system consisted of truck-mounted portable changeable message signs that were backed by mobile crash attenuators. These mobile messages were able to reverse with the queue to provide dynamic notification of upcoming slow traffic and to suggest the use of an alternative route. This relieved congestion and provided sufficient warning to motorists, avoiding accidents. Within the City of Merced, along the detour, signalized intersections were managed by traffic control flaggers that manually controlled traffic movements to reduce freeway queuing.

Daily Report

We recognize the effort that the City has put into developing a comprehensive staging and detour plan for this project. As we put this plan into motion, we strongly recommend daily tracking of observed traffic control conditions on all field inspection reports. There are multiple benefits to maintaining this information on the inspection reports as follows:

- Verifying consistent inspection and consider the success of traffic control plans
- Maintains an in-depth record of past observations
- Confirming a mutual understanding (TAMC, Caltrans, City) of queue lengths at various times
- Useful for developing/reviewing traffic control plans during final lift paving operations
- Assists with value engineering change proposal review during later stages
- May help identify where adjustments could be made in lane closure schedules and detours to improve traffic circulation

A draft version of this reporting section for our Stony Point Road is shown below. We would like to work with TAMC and the City to make this a comprehensive reporting tool throughout the project.



Project Success

Stony Point Road is now an active construction zone. Next week, traffic control and lane closures will be implemented between Rose Avenue and Northpoint Parkway.

Construction Zone Safety – Construction crews are working to improve the road and your commute. Look out for them by driving safety through the construction zone. Please obeying signs and road crew flaggers, and reduced your speed when driving through this section of Stony Point Road. Please be alert and minimize distractions. Dedicate your full attention to the roadway, avoid changing radio stations or using cell phones while driving in a work zone.

Staying Informed is Easy – You can receive traffic advisories via Twitter, Facebook and sign up to receive weekly updates from this website.

Photo Gallery – Be sure to check out the new photo gallery with images chronicling the progress of the project.

Please visit to stonypointroad.com to view this tool.



QuickMap Application

The California QuickMap presents real-time traffic information layered on a Google Map. Caltrans has many different systems that record information and then provide that information for public use. All of the information presented by California QuickMap is pulled from files published on the Caltrans public servers. Information available includes:

- Google Maps Traffic Speed: Color-coded traffic speed data.
- Lane Closures: Caltrans construction and maintenance activity that results in lane and full-road closures.
- Roadway Incidents: Color-coded presentation of publicly available California Highway Patrol incident feed combined with Caltrans highway information messages.
- Message Signs: Presents active changeable message sign markers.
- Cameras: Presents selected still images from cameras throughout the state.

While some of this information is automatically updated, we will coordinate with District 5 traffic operations personnel to communicate upcoming lane closures and other information. This tool is particularly useful for informing out-of-town commuters. For more information please visit: <http://quickmap.dot.ca.gov/app.htm>

Social Media: Twitter and Facebook

We will work closely with TAMC to understand our role in providing timely Twitter and Facebook updates when lanes are closed and reopened. We can describe major changes in traffic movements and detours to avoid congested areas. This is a great way to get important feedback from the community.



Project Management Approach

Harris understands that effective project management requires not only the right people, but timely review of submittals, sufficient field presence, proactive planning, robust communication and swift decision-making. The City staff is an extremely important component of the project delivery team. We will be in continuous contact with your staff to collect information, touch base on our progress, and inform you of any issues. You can rest assured that we will have the right people to take care of project issues and keep you informed. We do not work in a vacuum. The City will always feel connected with our work progress and our final product.

Best Team Available

Complexities of this project and have assembled a team tailored to provide exceptional construction management while keeping the City's overall budget in mind. The Harris team will consist of an effort-appropriate role for our Construction Manager Dana Van Horn, full-time licensed Resident Engineer Bobby Pentorali, one full-time senior-level inspector Bob Comacho to oversee all field activities, part-time inspector Rich Burton when day and night shifts run concurrently, part-time Office Engineer Jennifer Iloff responsible for document control and labor compliance, and consistent participation from our schedule reviewer Albert Mata for baseline and monthly schedule review. Our team also includes as-needed services for quality assurance materials testing (Earth Systems Pacific) and as-needed biological and cultural monitoring (Denise Duffy & Associates). As the contractor moves into his landscape installation activities, we will provide expertise in landscape inspections. In the event that there are specialty reports required for budget tracking and/or cash flow projections, we will enlist the skills of one of Harris' Project Controls specialists.

Our Construction Manager Dana Van Horn, PE, QSD will focus on working with TAMC to provide local agency coordination and public outreach. Additionally, she will be available to consult on larger project issues that have the potential to adversely impact quality, schedule, and budget. Dana will provide the overall management of our team and will visit the site weekly and attend coordination meetings to maintain an in-depth understanding of the schedule, progress, and issues.

The Holman Highway Roundabout project will be the only project assignment for our Resident Engineer Bobby Pentorali providing you with his undivided commitment. He will perform all resident engineer duties per the Caltrans Construction Manual and will be on-site daily and nightly, providing an extra layer of field activity oversight. Bobby is a firm believer that effective construction management begins with a first-hand understanding of project issues on the ground. Bobby will take the lead in conducting Weekly Progress Meetings and evaluating change requests including evaluation of merit and independent cost estimates/analysis. He will make recommendations and negotiate changes with the contractor on the City's behalf. Throughout the project, Bobby and the entire team will work to improve safety, quality, schedule, and cost.

On a daily basis, our lead inspector Bob Comacho will be vigilant in observing and documenting the contractor's operations. Perhaps more importantly, Bob's extensive experience makes him alert for potential conflicts and issues that could impact the project costs, schedule, or quality. Bob will lead inspecting the contractor's stormwater mitigation measures, monitoring the contractor's quality control testing and coordination of any quality assurance testing required. The performance of drainage features will also be monitored during the project to identify potential flooding and maintenance issues. Special attention is placed on complete documentation of anything that is, or may be, considered extra work. Inspector Daily Reports, Daily Extra Work Reports, and

photos are the backbone for documenting extra work. Accurate documentation is a key element in controlling the cost of changes and for reimbursement from funding sources. Our inspectors recognize this is one of their key responsibilities.

On a monthly basis, the Harris team will produce a monthly report summarizing project progress, identify issues, provide budget (expenditures as well as projected expenditures), and schedule information. We will also report a summary of construction management services. Bobby will lead this effort, assisted by Jennifer and Dana. The goal will be to produce a report that will serve as a project update to multiple stakeholders.

Also on a monthly basis, Bobby will take the lead in evaluating the contractor's pay request. The contractor will submit a draft request. We will walk the job and discuss the various items and their respective levels of completion. Bobby will review final request to confirm that any necessary changes have been incorporated and will make a recommendation for payment to the City. An accurate schedule update will be a required submittal for all pay requests.

Our goal is to deliver a quality, well-functioning and attractive product for the City. This will be a full-time responsibility for our entire team from notice to proceed through project close-out. We understand that a key measure of the success of this project is aesthetic. Throughout the project we will enforce a clean and safe work zone. We will task our landscape specialist with oversight of all landscaping improvements to assure quality and contract compliance. Finishes of concrete surfaces, textured concrete, roadways, signage, and traffic striping will be inspected in a timely manner to promptly correct defects.

We expect the contractor to bring their own concepts to this project in the form of value engineering change proposals (VECP). Bobby has been through this process and has the requisite estimating experience to perform an independent estimate of proposed cost-savings. This estimate is a key component of successful VECP implementation. The City will need to protect against undue allocation of risk that may be claimed by the contractor upon approval of a VECP; we have seen this before. Bobby's experience will allow him to lead the VECP process and provide recommendations to the City and other reviewing parties (as necessary) to capture the benefits, and minimize the risks of this important tool.



Project Success

Caltrans, West Merced Overhead | This multi-stage bridge replacement project was designed to shore stage 1 traffic over a temporary mechanically stabilized earth system consisting of stacked gabion baskets. There was concern that placement and compaction of fill adjacent to and above operational traffic lanes could cause unsafe conditions for the traveling public. Bobby Pentorali coordinated the review and cost negotiation of a value engineering change proposal worth roughly \$600,000. This replaced the gabion system with steel soldier piles and a welded wire fabric cage system to isolate the work zone and improve project safety.



Schedule Management Approach

Harris understands how important the project schedule is as a tool to monitor and identify delays throughout the project. We utilize Primavera P6 to monitor the contractor's schedule and generate a variety of reports, including milestone reports, subcontractor detail, critical path analysis, cost/resource loaded schedules, cash flow projections, logic diagrams, and short interval schedules (three-week look-ahead schedule) for upcoming work.

The contractor will be required to submit a baseline project schedule. This baseline schedule achieves several purposes:

- Requires contractor to carefully analyze and plan his work.
- Establishes confidence that the project can be constructed within the time demanded of the contractor.
- Defines all the project-related activities. All participants are aware of the influences on their particular interests and why their work needs to be completed by or at a specific time.
- Gives the project team a valuable communication tool for assessing and controlling the schedule progress.
- Gives the project team a tool with which to explore what-if scenarios and phasing studies.

In case of changes/disputes, the schedule serves as an excellent tool for evaluating impacts by utilizing time impact analysis. A successful schedule strategy begins with analyzing the contractor's baseline schedule for accuracy to determine if it reflects the project scope and ability for implementation. Bobby and his inspectors will take the lead in reviewing the baseline submittal to review the activities and their durations. Our schedule reviewer, Albert Mata will then perform analyses on critical path, logic, and resource loading. Bobby will collaborate with the contractor on revisions until the baseline is acceptable.

The contractor will submit schedule updates that show actual progress. This update will show impact on the planned project completion schedule. If it is determined that the contractor is falling behind schedule and/or the project completion date is being pushed out, we will discuss ways to reclaim lost time and maintain the planned completion date. Additional shifts and/or combining activities will be explored. The schedule will be discussed at the weekly progress meeting to make sure we deliver the project on time.

Harris will work with the contractor and the project management team to develop strategies/what-if-scenario schedules for mitigation/recovery of project delays. Harris will review alternative scenarios and provided the City's project manager with schedule recommendations.



Project Success

City of Pinole, Fitzgerald Drive Rehabilitation |

Harris coordinated with the contractor, City, and surrounding businesses for this project located in an active commercial area. Most of the rehabilitation work was performed at night to minimize the impact on commuters, buses, and businesses. For businesses open 24 hours, Harris worked with the contractor to maintain access during construction. Driveways to these businesses were closed only during the time needed for the asphalt to set and traffic controllers guided customers in and out of the affected lots. Harris also coordinated with the City inspector to verify landscape irrigation along the roadway would be turned off while paving was in progress.

Techniques for Minimizing Schedule Risk

Nearly all stages of construction require the complete removal and replacement of roadway sections during limited work windows. Ideally, the replacement of roadway sections would be completed prior to re-opening lanes to traffic. Due to lane closure restrictions, we see this as a key project challenge. When high traffic volumes and moist conditions preclude running vehicles on compacted base, there are alternative construction methods available that allow work within the approved lane closure windows and provide paved lanes for the traveling public. Harris has the right people with extensive experience in complex traffic staging projects to offer firsthand knowledge to overcome this challenge. One potential solution involves coring the roadway section to perform in situ testing of native material and performing pre-testing of the asphalt base material to speed subgrade testing activities. When the work window is very short, particularly during night shifts, throw-away lifts over a thicker asphalt base section may allow for a two-shift approach to roadway replacement. At the very least, we believe these concepts offer contingency strategies that could avoid potential schedule impacts.



Project Success

City of Los Angeles, Santa Monica Boulevard

Reconstruction | Albert Mata worked with the contractor and the project management team to develop strategies/ what-if-scenario schedules for mitigation/recovery of

project delays. Albert reviewed alternative scenarios and provided the City's project manager with schedule recommendations. Based on the evaluation of the various strategies, project delays were mitigated using several methods; combining construction stages; splitting the project in half and allowing critical path work to continue into the next stage of construction despite not fully completing the present stage and alleviating contract requirements such as block-to-block construction.

Cost Management Approach

We recognize the City has budget constraints and a responsibility to spend public funds wisely. The entire team serves the public sector and has a first-hand appreciation of this. We always seek to staff your projects with the right personnel on board as needed. This means the City receives the benefit of our experienced staff but is not paying unnecessarily more than is needed. We have already scheduled California Test Method Certification for our staff to assist with materials testing. Having an inspection staff that is certified to take field samples and concrete compressive testing samples will reduce the cost of consultant materials testing.

Bobby will be responsible for daily oversight of project costs. He will actively monitor expenditures and proactively identify and inform the City of issues that may have cost impacts. Dana will assist Bobby with larger project cost issues and will coordinate cost recovery efforts between the contractor and the City. Dana has a proven track record with the City and many other entities in bringing projects in within budget.

Our goal is to minimize contract changes and project disputes. Bobby's Caltrans training in contract change orders, dispute resolution, and his experience estimating for a general contractor will be extremely valuable during cost negotiations. He is very capable of performing an independent analysis of contractor's estimates. He has also negotiated and prevailed in several high cost claims on behalf of the State of California. Bobby's experience in writing and administering construction contracts coupled with his proactive approach to construction management are valuable assets for contract dispute avoidance, negotiation, and resolution.



Project Success

Caltrans, SR-59 Merced River Bridge Replacement

Bobby Pentorali successfully defended the state against a \$500k claim by the Contractor on this project. Bobby wrote a detailed position paper for the Dispute

Resolution panel, coordinated expert testimony, presented at the dispute hearing and assisted Caltrans Legal during binding arbitration. On the same project Bobby led negotiations mid-hearing to settle a second claim well below the initial figure. Bobby is very adept at resolving project issues through the State Dispute Resolution process.

Budget Savings Techniques

We understand that the City has put a tremendous amount of time and effort into designing the traffic staging to minimize disruption. We feel that we have the right team to implement this plan successfully. We also believe that there may be minor staging modifications, used in conjunction with alternative roadway replacement methods (see, "Techniques for Minimizing Schedule Risk" section) that can be implemented to reduce project costs and shorten the overall project schedule as follows:

Concept 1: Combine Stage 4 with Stage 6 Phases B, C, and D (Partial): Stage 4 and part of Stage 6 closes the entrance to 17-Mile Drive and the southbound 1 on-ramp. We see an opportunity to combine these stages during a slightly longer or two-stage closure to reduce the number of traffic disruptions. Removing the corresponding roadway, placing a thicker aggregate base section and a throw-away asphalt concrete lift in one closure followed by placing the final lift and traffic striping during a second closure is one concept. Another is to perform a 24-hour operation to complete all of these phases during a single closure. We also believe that this may be a viable concept to minimize the duration of final paving lifts during colder weather near the end of project.

Concept 2: Combine Stage 1 Day Work with a Portion of Stage 4 Day Work: There may be an opportunity to complete some of the work in the southwest quadrant of Stage 4 during Stage 1. Stage 1 Day Work presents a relatively minimal impact to existing traffic movements. We understand that temporary signalization is necessary for all of the Stage 4 southwest quadrant work to be completed. However, completing a large portion of this work in Stage 1 will reduce the more disruptive staging of Stage 4.

COST CONTROL OPPORTUNITIES



4. LOCAL EXPERIENCE

Harris' relationship with Monterey dates back to 1988 with construction management for the Cannery Row Parking Garage. Since then, we have provided construction management services for streets, sewers and drainage, parks, and public facilities. Harris has collaborative working relationships with all of the agencies involved in this project. Our local knowledge of all these agencies, their staff, and the impacted stakeholders will undoubtedly facilitate coordination and cooperation. Harris' long-standing history of working in the Monterey region means you secure a loyal firm that understands what it takes to successfully manage projects in your City. Our local connections assist you in relations throughout the jurisdiction with your sister agencies, their staff, and the community.

City of Monterey

- Street, Munras Avenue, and Soledad Drive Street Reconstruction (Abrego)
- Del Monte Avenue/Pacific Street Intersection Improvements Biddability/Constructability Review
- Camino El Estero, Lighthouse Avenue, and Prescott Avenue Street Resurfacing Design
- Del Monte Avenue/Pacific Street Intersection Improvements
- Del Monte and Figueroa Signal Improvements
- Copa Del Oro/Via Mirada Intersection Improvements
- Abrego Street, Munras Avenue, and Soledad Drive Street Reconstruction
- Mark Thomas Drive Sidewalk and Class II Bicycle Lanes
- Alta Mesa Traffic Calming (Phases 0, 1, 2, and 3)
- Alta Mesa Road/El Dorado Street Intersection Reconfiguration
- Del Monte Avenue Curb Extensions (Van Buren Street, Soledad Drive, and Mar Vista)
- El Dorado Street Island
- Via Mirada Median (Mesa Road/Copa Del Oro)
- Conference Center Paver Replacement
- Neighborhood Improvement Program/Capital Improvement Program Cost Estimates
- Construction Management Services for Traffic Signals
- Cost Estimating for Various New Monterey Neighborhood Utility Undergrounding Projects
- Removal of Inactive Overhead Communication Lines
- Sewer Line and Lift Station Rehabilitation Program
- Program Management for Facility Projects
- Cannery Row Parking Garage Facility
- Electronic Parking Management Signs
- Recreation Trail Lighting
- Facility Condition Assessments for Various Facilities
- Gordon House Historic Preservation Report
- Civic Center Office Building Design
- Prescott/Belden Bulb Out
- Sports Center Building Expansion
- Field Engineer Services
- Disadvantage Business Enterprise Annual Goal

Transportation Agency for Monterey County

- Carmel Hill Valley Road Improvements
- Walnut Avenue and Third Road Widening and Intersection Signalization
- Carmel Hill and River Bicycle Trail/Highway 1
- Beach Range Road Multi-Use Trail
- Preparation of Caltrans Funding Forms for Various Street Rehabilitation Projects
- SR-183 Railroad Crossing Overlay
- Commuter Rail Extension Value Engineering Study
- Apportionment of STIP Augmentation Funds
- Preparation of the Disadvantage Business Enterprise Goal

County of Monterey

- Davis Road Class II Bikeway
- County Service Area/Community Services District/Closed Disposal Sites Administration
- Japanese School Site Park and Castroville Community Plaza
- Laguna Seca Business Park Development Program Management and Inspection
- Courthouse Forensic Assessment Claims Responsibilities
- Pajaro Community Park
- Moss Landing Undergrounding
- Various Plan Checking Services
- East Garrison CFD Implementation Procedures
- Proposition 218/AB1600 Services for Watershed Improvements
- Architectural and Facilities Manager Staff Augmentation
- Development Services Engineer Staff Augmentation

STANDARD FORM AGREEMENT

Harris has no exceptions or requested modifications to the Professional Services Agreement.



**City of Monterey, State Highway 1 SB Ramps/Holman Highway 68 Roundabout
Exhibit C, Final Negotiated Scope of Work**

Scope of Work

Consultant shall provide overall construction management and project close-out for the project. Consultant shall manage the construction work on behalf of the City in accordance with the contract documents, Caltrans requirements, FHWA requirements, and City standards.

Consultant shall provide construction management staff consisting of a construction manager (CM), Resident Engineer (RE), Assistant RE's (Assist. RE), specialized support staff and sub-consultant specialists to manage all aspects of delivery of the construction phase.

Consultant shall perform activities in accordance with City, Caltrans and FHWA requirements.

At all times Consultant shall maintain an awareness of and follow the requirements of Caltrans policy manuals and guidelines, including, but not limited to:

- 2010 Standard Plans and Standard Specifications (including amendments and revisions)
- Standard Test Methods
- Survey Manual
- 2014 California Manual of Uniform Traffic Control Devices (MUTCD)
- Construction Manual
- Local Assistance Procedures Manual (LAPM)
- Local Assistance Program Guidelines (LAPG)
- Trenching and Shoring Manual
- SWPPP/WPCP Preparation Manual
- Construction Site BMP Manual
- SWPPP/WPCP Review Guidance Manual

Hard copies and electronic copies of the applicable sections of these manuals will be provided to the RE and inspectors.

Consultant shall maintain an awareness of and follow the requirements of all applicable Caltrans procedure guides and policies, including, but not limited to:

- Temporary Pedestrian Facilities Handbook
- Flagging Handbook
- Labor Compliance Bulletins
- Construction Policy Bulletins (CPBs)
- Construction Procedure Directives (CPDs)
- Traffic Operations Policy Directives
- Construction Night Work Guide
- COZEEP Guide

Hard copies and electronic copies of the applicable sections of these documents will be provided to the RE and inspectors.

Caltrans and the City will provide varying levels of project oversight to the Consultant. Consultant shall use its experience with Caltrans to facilitate efficient completion of reviews, checklists, monitoring reports and

**City of Monterey, State Highway 1 SB Ramps/Holman Highway 68 Roundabout
Exhibit C, Final Negotiated Scope of Work**

documentation reviews. Consultant shall work effectively with the City's PM to ensure the needs of the City are met.

The Consultant shall provide a budget for each task that is based upon the assumption that the construction contract proceeds without delays, the Contractor works 8 – 10 hours per day and works on weekends or nights only when necessary. Consultant shall monitor costs and submit monthly summaries to the City indicating total charges to date and estimated charges to complete the term of the consultant contract. The scope of work assumes the Contractor will complete the project in approximately 250 working days following the Notice to Proceed.

Consultant shall prepare written documentation and correspondence for all key actions, decisions and meetings throughout the duration of this contract.

The following scope includes the scope of work from both the City's RFP Requirements and the Harris & Associates Proposal. In case of conflict, the scope of work from the City's RFP Requirements shall govern.

A. Pre-Construction Services

Task A-1: Document Review and File Set-Up

RFP Requirements: Consultant shall review project files, including quantity calculations; RE pending file; geotechnical reports; encroachment permits; resource agency permits; environmental documents; right of way agreements; utility relocation plans; discovery plans; etc. The plans and special provisions will be analyzed to ensure that the work is coordinated, project requirements are clearly communicated, jurisdictional issues are addressed, access issues with adjacent businesses are addressed and to ensure that proper public traffic will be able to safely and efficiently travel through the work zone.

Consultant shall check the contractor's proposal and award package to ensure that all licenses, permits, insurances and bonds are in place.

Ensure the following Bond requirements are included in all proposed Contract Documents for all contracts \$25,000.00 or Greater:

- a. Performance Bond at 100% of the Contract amount.
- b. Payment Bond at 100% of the Contract amount.

Consultant shall receive certificates of insurance from the Contractor and evidence of property insurance certificate from supplier/vendor and forward them to the City

Consultant shall set up a filing system that aligns with the Caltrans Construction Manual. In addition to a hard copy file system, an electronic file system will be set up on an FTP site so that designated City personnel can view copies of project records on an on-going basis. The FTP site will allow City personnel to view the status of RFI's, submittals and all other project documents.

Proposal Requirements: This project requires that documentation from multiple parties is readily accessible by multiple recipients on a daily basis. Office Engineer Jennifer Iloff will use NewForma database software to

**City of Monterey, State Highway 1 SB Ramps/Holman Highway 68 Roundabout
Exhibit C, Final Negotiated Scope of Work**

store and track all project documentation. This is a one-stop repository that allows us to digitally store, track, and share (as appropriate) all project documents. Using NewForma, Jennifer will organize project files in accordance with the Caltrans filing system and work with the City to provide appropriate levels of remote access to internal and external users. Our construction management staff will receive RFIs, submittals, and correspondence from the contractor, review completeness, log in the system, and review and/or distribute to the appropriate parties. During construction, our inspection staff will log all field reports, photographs, and material certifications into the system to provide real time field information. The system provides convenient dashboards, alerts, and reminders of outstanding documentation and remaining review durations. This control gives the Harris team to maintain project schedules, track action items, identify outstanding issues, and prioritize action plans accurately and efficiently. At the end of the project, NewForma will archive all project documents at the push of a button, allowing for quick close-out turnaround times.

Task A-2: Community Outreach

RFP Requirements: Consultant shall:

- Assist the City with Public Outreach and attend periodic interagency task force meetings.
- Attend an initial kick-off meeting and subsequent meetings, with local businesses and residents; representatives of Pebble Beach Company, MST, CHOMP, TAMC, County of Monterey, Monterey Peninsula Unified School District, Chamber of Commerce, first responders, City of Pacific Grove, City of Carmel, bicycle advocates, disabled advocates, utilities/water companies, etc.
- Prepare draft news releases for each stage of construction for local media (announcing major disruptions and milestones) and monthly look-ahead/accomplished work. These will be provided to TAMC and the City for dissemination.
- Periodically meet with business owners including representatives of CHOMP and emergency services providers as necessary, averaging every two weeks.

This activity will continue through project close-out.

Proposal Requirements: Harris recognizes the success of this project hinges on our ability to inform local commuters and tourists of changes in traffic conditions. TAMC will lead public outreach. Our Construction Manager, Dana Van Horn, will attend all meetings and provide information and solicit input from the various work groups/task forces that TAMC has already established. Dana also welcomes the opportunity to represent the City at public outreach meetings and at one-on-one stakeholder meetings.

Well before the contractor's first day of work, Harris will work with TAMC's Interagency Task Force to develop an effective internal communication plan and comprehensive strategy for providing information to the public. During construction, Dana will attend weekly progress meetings and work closely with Resident Engineer Bobby Pentorali to stay abreast of project progress and issues. We understand that Dana must have a clear understanding of current and upcoming traffic handling and construction activities to effectively serve as the point-of-contact for TAMC. Dana will report to TAMC's Interagency Task Force, providing regular updates on project issues and successes, as well as a discussion on a six-week look-ahead report.

Another way of minimizing traffic delays and increasing the safety of the traveling public is to keep the local residents well-informed of upcoming closures and expected congestion. Harris has successfully worked with TAMC and the City to inform the public of expected construction impacts. On this project, we anticipate media

**City of Monterey, State Highway 1 SB Ramps/Holman Highway 68 Roundabout
Exhibit C, Final Negotiated Scope of Work**

releases via the City's website and social media outlets such as Twitter, describing the various phases of construction and the impacts to motorists. Working with TAMC's Traffic Demand Management Working Group, Harris will attend public outreach meetings to report on observed conditions, forecast future operations, understand where traffic handling can be improved, and brainstorm alternatives and contingencies. For example, handouts should be provided to the guards at the entrance of 17-Mile Drive; portable changeable message devices will display changes in traffic conditions well in advance; weekly schedule updates with affected travel paths and hours of operations will be made available for local media and local agencies; and websites will be updated with current information.

Harris will work closely with TAMC's Emergency Responders Working Group to develop a communication plan for emergency access through the work site and during each work phase. This will require coordinating the needs of responders (and the public), the California Highway Patrol officer providing Construction Zone Enhanced Enforcement Program (COZEEP), CHOMP, the contractor, and the construction management staff to confirm all parties know exactly what to expect.

Task A-3: Pre-Construction Conference

RFP Requirements: Consultant shall organize a preconstruction conference with the Contractor, Sub Contractors, utility companies, Caltrans staff, City staff, and the consultant team to discuss the work involved, administrative matters, labor compliance, safety and accident prevention, answer questions from the Contractors and address issues that need to be resolved before work commences. Special attention will be given at this conference to Labor Compliance requirements, traffic handling/ management requirements, materials inspection requirements/coordination, Caltrans requirements, etc.

The purpose of the meeting is to discuss expectations and requirements, equipment to be used, progress schedule and layout of the job affecting all parties, understanding of the proposed work and the problems and possible solutions. At this meeting, safety regulations, traffic handling and other construction related items will be discussed. Lines of authority for City's, Contractor's and Consultant's personnel will be reviewed. Additional items that the RE will discuss with the Contractor include, but are not limited to:

- Procedures for inspection of materials (including source inspection).
- The need for timely submittals regarding materials to be used.
- Methods, timing and responsibilities for construction staking.
- Environmental comments and requirements.
- Partnering- Issue resolution at lowest practical level and timely escalation for efficient resolution
- Procedures and requirements for storm water pollution prevention.
- Importance of providing quality traffic control and minimizing public traffic delays.
- Importance of working cooperatively with adjacent property owners.
- Coastal Development Permit requirements.
- Storm drainage requirements

Proposal Requirements: Our Resident Engineer Bobby Pentorali will work with the City to develop an agenda for the City's review. The pre-construction meeting is an important forum to emphasize important elements, answer questions, and establish protocols. Bobby will convey a thorough understanding of the contract requirements and construction plans specifications, highlighting anticipated challenges and potential solutions

**City of Monterey, State Highway 1 SB Ramps/Holman Highway 68 Roundabout
Exhibit C, Final Negotiated Scope of Work**

with the team. We will chair the pre-construction meeting, memorialize all discussion, distribute meeting minutes, and follow up on any new project issues before construction begins. The goal of this meeting is to gain a clear mutual understanding of project roles, responsibilities, and expectations to avoid delays or additional costs.

Task A-4: Pre-Construction Field Reviews and Coordination

RFP Requirements: Consultant shall perform a detailed project walk-thru to provide further project orientation and to identify issues that will require special consideration. A detailed photo and video log will be prepared. Photos and videos will be labeled and filed to document critical features and environmental concern areas. Additionally, Consultant shall coordinate with the City and the City's other consultants to ensure:

- A clear understanding of all permits' requirements.
- Right of way notifications are made.
- Notifications to other agencies are made.
- Lines of communication and coordination procedures are established.
- City-specific forms and procedures are identified.
- Business/adjacent land-owner specific issues are understood.
- All requirements of the cooperative agreements are clear.

Prior to bidding, the Consultant shall review the plans, special provisions and standard specifications.

Proposal Requirements: Prior to the commencement of work, Inspector Bob Comacho will thoroughly inspect, photograph, video, and document the existing condition of roadway surfaces, drainage patterns, vegetation, environmentally-sensitive areas, existing improvements and drainage infrastructure, signage, fencing, adjacent private property access points, and common right-of-way areas at the project site and along anticipated detour routes. When construction staking is placed, we will photograph monuments and monitor staking preservation to avoid dispute should re-staking be necessary. We will photograph and cross-check all utility markers with as-built and utility drawings. We will also witness utility potholing operations firsthand to confirm utility location information. These pre-construction reviews are essential in resolving potential disputes regarding adverse impacts as a result of construction activities.

Our environmental consultant, Denise Duffy & Associates, will also perform the following pre-construction surveys:

- Dusty-footed wood rat survey (maximum 60 days prior to construction)
- Nesting bird survey (maximum 14 days prior to construction)
- Monterey pine forest trees identification
- Environmentally-sensitive area fencing installation
- Other pre-construction surveys required by environmental regulatory permits (as determined)

**City of Monterey, State Highway 1 SB Ramps/Holman Highway 68 Roundabout
Exhibit C, Final Negotiated Scope of Work**

Task A-5: Source Inspection Quality Management Plan

Proposal Requirements: Our source inspection consultant, ZT Consulting Group (ZTCG), will complete and submit a Source Inspection Quality Management Plan for Caltrans approval. This plan is a comprehensive overview of the project's quality management plan to include source inspections. On this project we have two overhead sign structures. Truss sign structures are considered a Priority 1A requiring extensive quality assurance source inspection. To complete the plan, ZTCG will review the contractor's list of materials, licensing, and certification information on the contractor's qualified quality control personnel. The Source Inspection Quality Management Plan must be approved by Caltrans prior to the issuance of the duplicate permit for construction so this will be a high priority once the contractor is on board.

B. Construction Services

Task B-1: Project Management and Document Control

RFP Requirements: Consultant shall conduct weekly coordination and status meetings with the City and the contractor to review project status, pending construction activities (i.e. two week look ahead) and budget; facilitate decision making; and discuss issues that have the potential of adversely affecting the project budget, schedule, or product. As needed, utility company, and design personnel, will attend the meetings. Consultant shall prepare agendas and distribute meeting notes at the next meeting. Additional focused meetings will be conducted as necessary with City staff, utility companies, stakeholders, property owners, etc.

Consultant shall coordinate all administrative, management, inspection, and testing activities of the construction contract. Consultant shall coordinate all work involved with City, utility company, stakeholder and other members of the consultant teams in accordance with the City's objectives. Consultant shall at all times provide project management and sufficient staff and sub consultants to carry out the requirements of the project.

All written communications shall be produced, updated, and maintained throughout the project by the Consultant. These files may be accessed by the City and Caltrans throughout the project.

- a. Meeting Minutes – 24 hours distributed and signed.
- b. RFI's - Logged and tracked
- c. Submittals - Logged and tracked
- d. Shop Drawing Reviews – Logged and tracked
- e. Field Directives – Logged and signed
- f. Daily Field Reports – Submitted and Reviewed
- g. Quantity Verifications – Signed and Submitted
- h. Pay Requests – Approved and Submitted
- i. Correspondence Logs – Document controlled and filed
- j. Change Orders – Verification and Approval
- k. Environmental and Regulatory Compliance – Implementation, Documentation and Reporting

Communications, correspondence, submittals and documents, exchanged between the City and Consultant, will be handled in a manner mutually agreed to by the City and Consultant.

Consultant shall maintain all files in duplicate necessary to manage the construction project. These files

**City of Monterey, State Highway 1 SB Ramps/Holman Highway 68 Roundabout
Exhibit C, Final Negotiated Scope of Work**

include, but are not limited to, contracts, drawings, specifications, special provisions addenda, change orders, correspondence, shop drawings, product data, samples, test reports, submittals, purchases, inspection records, equipment manuals, and handbooks. Consultant shall compile a complete Project History File of the construction and closeout phases of the project in accordance with Caltrans requirements. Consultant shall prepare record drawings. Track, log and redline changes in accordance with the Caltrans Construction Manual. Provide record drawings to the City's design consultant for preparing CADD files. At the completion of the project, all hard copy and electronic files will be delivered to the City.

Consultant shall enforce contractor requirements for insurance certificates, manage mechanic's liens, coordinate "stop" notices and prepare responses to requests for information from labor unions. Copies of these documents will be forwarded to the City.

When appropriate, consultations will be made with the design team regarding interpretations of the meaning and intent of the plans, special provisions and commitments. Any potential errors or omissions that are found on the contract documents during construction will be immediately brought to the attention of the City and design team.

The Consultant shall be responsible for ensuring contractors fulfill conditions required by the various funding sources.

Consultant shall prepare a month-by-month consultant fee budget at the onset of the project to ensure that the Consultant's fees are properly managed. Sub consultants will be effectively managed to ensure the proper work gets done while controlling costs.

Proposal Requirements: Harris will prepare RFI responses, review and issue disposition on contractor submittals, draft correspondence, resolve claims, draft and perform force account analyses for contract change orders, review schedules, track the Weekly Statement of Working Days, perform regular SWPPP inspections, issue Stop Work Notices and Directive Letters, quantify pay items, process payments, hold weekly safety meetings, and write field inspection and Resident Engineer Reports. Dana and Bobby have managed many projects using Caltrans administrative procedures. Several of their construction projects were as Caltrans employees, giving them a thorough understanding of State policies and procedures and the Local Assistance Program.

The NewForma database decreases the time required to move documents from party to party and allows greater focus on the review and approval process.

We understand that there are no Federal or State funds included in the project funding. However, our project documentation will be organized and maintained to those high standards regardless. Both Bobby and Dana have been through rigorous state and federal audits on past projects. They are committed to having audit-ready records available at all times. This requires consistent oversight of labor compliance and materials information, and close tracking and reporting of material quantities and payments and thorough documentation of contract changes. Harris also understands the importance of having clear invoices, payment history, and forecasted budget information available for project stakeholders. We are committed to making sure that our records contain the necessary information in a clear and concise format. One of Dana's project tasks will be internal audits of our project documentation to confirm completeness and audit readiness of the project files.

**City of Monterey, State Highway 1 SB Ramps/Holman Highway 68 Roundabout
Exhibit C, Final Negotiated Scope of Work**

Task B-2: Progress Meetings

RFP Requirements: Consultant shall conduct weekly construction progress meetings with the City, Caltrans, and the Contractor to review project status, pending construction activities (i.e. two week look ahead); facilitate decision making; and discuss issues that have the potential of adversely affecting the project budget, schedule, or quality of work. As needed, utility company and design firm representatives will attend the meetings. Consultant shall prepare agendas and distribute meeting minutes before the next meeting. Additional issue-focused meetings will be conducted as necessary with the City, Caltrans, utility companies, stakeholders, property owners, etc. Consultant shall track all action items and open issues to conclusion.

Proposal Requirements: Due to the complexity of traffic staging and the intensity of public impact from construction operations, Harris will hold two separate weekly coordination meetings. One meeting will be focused on typical project management matters. This meeting will allow for discussion of project progress, look-ahead schedules, current issues, submittal status, RFI status, and change orders. This meeting will be attended, at a minimum, by the City, the contractor, construction manager, resident engineer, and inspection staff, TAMC, and Pebble Beach Company. Caltrans personnel will be invited and encouraged to attend. Harris will develop an agenda for each meeting; document discussions, status, and decisions, and distribute draft summary for comment. A final version will be distributed to all regardless of attendance and others, as agreed upon.

We recommend a separate weekly meeting to discuss the schedule look-ahead, current traffic handling systems, anticipated traffic handling systems, traffic handling contingency plans, potential schedule risks, public correspondence, emergency access incidents, observed safety concerns, observed public convenience concerns, areas for improvement, upcoming public outreach meetings/events and a safety topic. This meeting will be attended, at a minimum, by the contractor, construction manager, resident engineer, inspection staff, the City, TAMC, Pebble Beach Company, and Caltrans personnel. We also recommend including CHOMP, the California Highway Patrol, and the Carmel Hill Fire Department to these meetings so they have a clear understanding and hear their concerns and ideas for improved access, traffic circulation, and safety.

During construction, Harris will log emergency vehicle access events through the work area via COZEEP.

Task B-3: Project Schedule Reviews and Updates

RFP Requirements: Consultant shall review, approve and distribute Contractor's baseline schedule and monthly updates. Consultant shall monitor, analyze and update the Contractor's schedule for compliance with the specifications and to ensure it is realistic. Activity sequences, durations, critical path items, allocation of labor and materials, processing of submittals, and long-lead time items will be analyzed. Monthly updates will be required. Delays and accelerations will be tracked. Weekly Statements of Working Days will be prepared in accordance with Caltrans' guidelines.

The Contractor's base-line schedule will be analyzed by Consultant to ensure that it is accurate, free of errors and realistic. As a minimum, schedule shall include: construction stages, utility relocations, traffic detour plans/stages and critical path items that will be submitted by the Contractor for monthly review and approval by Consultant.

**City of Monterey, State Highway 1 SB Ramps/Holman Highway 68 Roundabout
Exhibit C, Final Negotiated Scope of Work**

Proposal Requirements: Maintaining a common understanding of the project schedule is critical for anticipating and communicating changes in traffic staging. The schedule is also essential for properly quantifying project delays and timely resolution of contract disputes. This begins by having a solid, logical Baseline Schedule. Albert Mata will perform an extensive electronic review of the schedule to confirm that predecessor/successor logic sequences are tied correctly to identify the critical path. Our construction management staff will also review the schedule to validate activity durations and confirm that third-party activities, seasonal work restrictions, City-related functions, furnished materials durations, submittal submissions/approvals, procurement lead times, construction staging, and contractual milestones are correctly accounted.

Task B-4: Progress Reports

RFP Requirements: Consultant shall prepare monthly progress reports and submit the reports to the City, Caltrans, TAMC, Pebble Beach, and other stakeholders. The progress reports will contain as a minimum:

- Anticipated claims
- Anticipated work for the following month
- Budget status
- CCOs
- Environmental issues
- Permit issues
- Photographs documenting the work progress
- Problems encountered
- Progress of the work
- Project schedule
- RFI logs
- Submittal logs
- Work Progress

Proposal Requirements: Every month, Bobby will prepare a concise report for the City, TAMC, Pebble Beach Company, Caltrans, and other stakeholders as determined necessary by the City. This report will include:

1. Construction activities completed this month (with photos)
2. Construction activities anticipated next month
3. Traffic control discussion (schedule, observations, incidents, strategies for improvement)
4. Project Budget – including current expenditures, expenditures to date, percentage complete based on expenditures to date, potential changes and executed changes
5. Schedule update and narrative of schedule risks (anticipated date of completion)
6. Project safety (incident reporting and project record, safety meetings logged)
7. Environmental compliance discussion (SWPPP and weather reporting)
8. Emergency Vehicle Access Event Log
9. Change order status (current and anticipated summary)
10. Contract claims and unresolved disputes (discussion and schedule for next steps to resolve)
11. Project issues/potential issues and resolutions

**City of Monterey, State Highway 1 SB Ramps/Holman Highway 68 Roundabout
Exhibit C, Final Negotiated Scope of Work**

Task B-5: Submittals, Shop Drawings, and RFIs

RFP Requirements: Prior to commencement of construction, Consultant shall prepare a list of required submittals and shop drawings to be prepared by the Contractor.

Consultant shall coordinate, document, and make engineering recommendations regarding submittals, product data, samples, shop drawings and RFIs, in accordance with the plans and specifications. As appropriate, submittals will be handled internally by the Consultant's team or forwarded to the design team and/or the City for response. Consultant shall consult with the design team to establish and implement procedures for expediting the processing of these reviews. All submittals, shop drawings and RFIs will be logged and tracked by the Consultant.

Proposal Requirements: In addition to the contract-specified pre-construction submittals, Harris will develop a comprehensive list of all submittals and shop drawings for this project. This list will also include maximum review times, successor activities, and reviewing parties. Our goal is to respond within five working days of receipt. When Caltrans or the City is part of the reviewing team, we will distribute these submittals following a review for completeness. Our internal goal for completing cursory reviews is two working days following receipt. The key to quick turnaround of submittals is strong communication to verbally resolve minor questions and concerns prior to issuing review comments. Harris is committed to discussing all review comments and dispositions with the contractor prior to formal transmittal. We have found this technique to be a big time saver.

The volume of traffic handling submittals and notifications will require considerable coordination. Bobby and his inspectors will perform a review of all two-week look-ahead schedules for major changes in traffic handling, changeable message sign advance messaging, closure schedule amendments, CHOMP notifications, Caltrans Public Information Officer notifications, weekly closure schedule request forms, and contingency plans before distribution. Harris believes that the high number of recurring notifications/submittals merit a weekly checklist to remind all parties of requirements.

Task B-6: Utility Coordination

RFP Requirements: Consultant shall coordinate with utility companies and the Contractor to facilitate effective and timely relocations, protections, adjustments, inspections, new construction and new services.

Proposal Requirements: Inspector Bob Comacho will oversee all potholing efforts prior to construction activities. He will confirm that potholing locations provide sufficient information to avoid unforeseen conflicts. We will coordinate with PG&E, AT&T, the City, Comcast, and California American Water to confirm that existing utilities are properly protected.

Careful consideration is required during activities near the underground gas lines at the entrance to 17-Mile Drive and Westbound SR-68 and the low overhead 21kV electrical line that crosses SR-68 west of SR-1. We will also closely monitor retaining wall construction activities on the north side of SR-68 to avoid potential delays caused by AT&T utility conflicts. We understand that AT&T is scheduled to relocate their fiber-optic line prior to the start of construction. In the event that this work is not completed before construction begins, we will coordinate our efforts with AT&T to avoid delays. Bobby and Bob recently dealt with a similar situation on a roadway replacement project in Stanislaus County in which AT&T had to relocate multiple communication lines mid-project. They were able to coordinate these efforts to keep the project on track.

**City of Monterey, State Highway 1 SB Ramps/Holman Highway 68 Roundabout
Exhibit C, Final Negotiated Scope of Work**

Task B-7: Construction Inspection

RFP Requirements: Consultant shall inspect the construction and the contractor's operations. Consultant shall interpret the intent of the plans and specifications to protect the City against defects and deficiencies on the part of the Contractor. Consultant shall review Contractor access, staging, parking, and other logistical issues of construction and resolve problems.

Consultant shall ensure that the Contractor's work is being performed in accordance with the Contract Documents and specifically monitor quality, cost and schedule. Recommendations will be made to the City anytime the Contractor's work does not conform to the contract requirements. A determination as to whether such work should be allowed to proceed and/or remain as installed will be made by the City or Caltrans. When rejection of work is contemplated that may delay the work or expose the City to a notice of potential claim, such work will be discussed with the City before issuing applicable field directives.

Detailed inspection daily diaries will be prepared. The diaries will conform to the Caltrans Construction Manual and will be reviewed by the CM.

Field inspections will be performed on a daily basis unless no work is underway. Inspect all construction prior to burial, coordinate and provide material testing and special inspections. Coordinate construction staking request with the design firm.

The RE/Inspector will check grades and alignments as the work progresses and coordinate with the design Consultant before making minor field adjustments. Collect, review, and organize delivery tickets for materials and equipment. The RE/inspector will identify actual and potential construction problems associated with the project and recommend engineering solutions to mitigate the problems.

Consultant shall review and make recommendations regarding all traffic control proposals, and inspect the Contractor's traffic control/management to ensure compliance with the specifications, Caltrans standard plans, standard specifications, and MUTCD.

Proposal Requirements: Harris understands that effective construction inspection means more than observing and reporting. Our team has proven success administering Caltrans transportation projects that involve complex traffic staging and handling. We will consistently anticipate issues and proactively partner with the contractor to deliver this project on time, safely, and within budget.

This project involves multiple paving operations throughout the year. Cold weather and paving operations during night shifts have the potential to adversely impact the quality of paved surfaces and/or the project schedule. Bobby will coordinate a pre-paving meeting before each major phase of the project to discuss the following:

- Review the contractor's paving plan; address paving phase concerns; and anticipate challenges such as rolling patterns, temperatures, and precipitation.
- Monitor weather reports pre- and post-meeting to verify work is conducted (48-hour pre-paving and 24-hour post-paving) in conformance with specification and manufactures recommendations.
- Verifying phase-related submittals, approvals, and RFIs resolution.
- Verifying all preparatory work is conducted and passes testing: conform grinding depths achieved, wheel rolling of base and aggregate and sub base compaction testing (completion and approval).

**City of Monterey, State Highway 1 SB Ramps/Holman Highway 68 Roundabout
Exhibit C, Final Negotiated Scope of Work**

- Review of plans and specifications, noting testing and approval criteria.
- Confirming timely community and stakeholder notifications are issued: signal boards posted 14 days prior to work commencement, up-to-date website, and door hangers with 72-hour and 48-hour notices.

Prior to paving activities, inspector Bob Comacho will track ambient temperatures and the moisture conditions, verify the road is clear of debris and tack coat is applied per specification (55 degrees above ambient temperature). Our inspectors will verify trucks are tarped when needed; retrieve all batch tags and test for temperature of all loads prior to off-loading of material; verify the contractor maintains the rolling pattern as discussed during pre-paving meeting, truck convoys are not blocking accesses, asphalt lift depths are being adhered to, the contractor works the shady paved locations quicker than locations in the sun, and that traffic control is in place and maintained. Prior to re-opening any area to traffic, all temporary striping and/or markers will be in place. All information is captured in the inspector's daily reports.

This project involves concrete placement for retaining walls, cast-in-drilled-hole pile foundations, drainage features, sidewalks and medians. We will review all mix designs and placement plans to verify contract compliance. Prior to all concrete pours, we will inspect form dimensions and reinforcing steel placement, documenting with photographs and final inspection reports. Our staff will verify mix proportions, temperature and mixing time of all concrete deliveries and monitor all contractor placement methods. After concrete placement, we will monitor concrete curing measures to confirm quality of the finished product.

Harris will be on-site daily to make sure that all of the contractor's work is in conformance. Caltrans Standard Specification Section 5-1.30, "Noncompliant and Unauthorized Work," of the Standard Specifications, specifies the contractor's responsibility regarding rejected work and for the removal and replacement of material that does not meet specification requirements. Harris will issue Non-Compliance Notices for any non-conforming items and report to the City, all non-conformance findings that have the potential to cause delay or lead to a contractor claim prior to taking action. Should it be determined that rejected work is allowed to remain in place, Harris will negotiate a contractor-initiated change order to reimburse the City for sub-standard work, should any adjustment be warranted.

Finally, a safe and clean work zone is everyone's responsibility. The site will be monitored daily. Any unsafe construction practices, accidents or near-miss incidents will be immediately reported to the City and discussed at the weekly coordination meeting. Proper installation of temporary and permanent traffic signals, signage, and striping will be monitored to confirm safety of the public (see Task B-15, "Safety"). Our team has the experience necessary to make sure that traffic control measures are installed per plan, properly functioning, and well maintained. Work zone safety, cleanliness, and traffic messaging are standing agenda items.

Task B-8: Materials Quality Assurance Testing and Source Inspection

RFP Requirements: Consultant shall be responsible for hiring materials testing laboratory and providing special inspections for project materials acceptance testing in accordance with Caltrans requirements.

The Consultant will coordinate and review all test results, and work with the Contractor to resolve deficiencies or defective work. The Consultant shall make recommendations to the City regarding special inspection or further testing of work not in accordance with the Contract Documents, whether or not such work should be then fabricated, installed or completed. Consultant shall inform City of work that Consultant believes does not conform to the requirements of the Contract Documents and should be rejected.

**City of Monterey, State Highway 1 SB Ramps/Holman Highway 68 Roundabout
Exhibit C, Final Negotiated Scope of Work**

Prepare Materials Certificates, in accordance with the Caltrans requirements, at the completion of construction. Results and any special information to support the Materials Certificate will be prepared by the Consultant.

Proposal Requirements: Our staff is well-acquainted with Caltrans test methods, protocols, and frequencies for materials testing. In consultation with our materials inspection consultant, Earth Systems Pacific, we will approve the contractor's Quality Management Plan and verify the contractor's quality control material testing frequency and results comply with the contract. We take a proactive approach to quality assurance materials testing coordination and scheduling. We look at trends in materials testing for potential problems and make recommendations for corrective actions before it impacts the quality of work. All testing will be logged so as to clearly show a corresponding passing test for any testing failure. Earth Systems Pacific will be responsible for Quality Assurance material sampling, testing and analysis.

Task B-9: Monthly Progress Payments

RFP Requirements: Consultant shall meet with the Contractor to determine monthly pay amounts and will submit a detailed pay request spreadsheet to the City. The Contractor's pay request will be checked and signed by two of Consultant's personnel. Back-up documentation that conforms to Caltrans procedures will be maintained.

Consultant shall track and manage all construction costs, including CCOs, potential claims, quantity over/under-runs, extra work requests, etc. Special attention will be given to "big ticket" risks and bid items to make sure costs are contained.

Proposal Requirements: Our staff will have a clear understanding of the contract requirements for measurement and payment of each bid item. During each month, progress will be measured in the field and tracked for payment. Where possible, source documents will be used to quantify progress for payment. Every bid item and in-progress contract change order will have a unique State Standard Form CEM-4801, "Quantity Calculations," to record monthly progress linked to source documents or some other traceable record or calculation. Cumulative and monthly progress will be clearly for each bid item and approved change order.

Task B-10: Labor Compliance

RFP Requirements: Consultant shall perform labor compliance tasks, including checking certified payroll records, fringe benefit statements, owner-operator statements, subcontractor utilization, apprentice utilization and labor interviews. The Contractor's bulletin board will be inspected to enforce poster requirements. Payroll records will be spot-checked against inspector daily reports to ensure contractor compliance with federal and state labor laws.

Proposal Requirements: An effective labor compliance program must be consistently monitored weekly to proactively correct potential violations. The City will be notified immediately of any willful violations to the applied labor compliance program such as EEO. We will confirm that fringe benefits and pay rates match prevailing wage rates for each labor classification. We document owner-operator contract numbers and hours worked. We expect several of the roadway material delivery vehicles to fit into this category. We will also interview personnel at least bi-weekly using Caltrans Standard Form CEM-2504, "Employee Interview: Labor Compliance/EEO". Finally, our staff track the number of apprentices used on the contract. We verify that

**City of Monterey, State Highway 1 SB Ramps/Holman Highway 68 Roundabout
Exhibit C, Final Negotiated Scope of Work**

apprentice classifications are correctly identified on certified payroll records and that the type of work and ratio of apprentices to journeyman meet the requirements of the apprenticeship agreement on file with the Division of Apprenticeship Standards.

Task B-11: Contract Change Orders

RFP Requirements: Consultant shall recommend necessary or desirable changes to the City and the design team, review Contractor's request for changes, negotiate change orders, submit recommendations to the City, facilitate approvals, and process changes through the City. Consultant shall prepare change orders in compliance with City procedures and Caltrans Construction Manual protocols. Additionally, change order prior approval procedures will be developed with the City to ensure change orders are issued prior to Contractor commencement of change order work. Independent cost estimates, in accordance with Caltrans procedures, will be prepared by Consultant when requested by City.

Proposal Requirements: The best way to manage change orders is to proactively identify and follow up on issues that lead to changes. Prior to construction, our team will review the project plans and specifications and advise the City of potential change order risks. During construction, potential change orders are placed on a change tracking log; details and potential solutions will be discussed at our weekly progress meetings; and we will recommend resolutions. The extensive Caltrans experience of Bobby and Dana in estimating, negotiating and drafting contract change orders is invaluable. A complete change order package containing a narrative, all relevant back-up data and documentation is added to the project files.

Task B-12: Environmental and Permits

RFP Requirements: Consultant shall ensure that Contractor's operations conform to all environmental mitigation requirements and any resource agency permit conditions. For any permits requiring pre-construction activities, coordination will occur with the City and the Contractor to facilitate compliance.

The Contractor will be required to prepare a Caltrans-formatted Water Pollution Control Plan (WPCP). Consultant shall review the Contractor's WPCP and coordinate with the Contractor until the WPCP is approved. It is anticipated that the Caltrans Permits office will be directly involved in the approval of the WPCP. Inspection and management of stormwater activities will comply with Caltrans requirements.

Proposal Requirements: The Harris team is keenly aware of the sensitivity of environmental issues and conditions associated with project permits. Storm water pollution control measures are focal points as we are situated in a coastal environment where any run-off eventually spills into the Monterey Bay. On our Del Monte/Pacific Intersection project, the Regional Board staff had overnight accommodations in the hotel directly adjacent to our project. Even with this level of scrutiny, the project passed their review with no violations. In consultation with our environmental consultant, Denise Duffy & Associates, we will verify that the contractor properly installs and maintains all best management practices, all environmentally-sensitive areas are clearly delineated, and all required site surveys and inspections are conducted and properly documented.

Based on the Mitigation Monitoring Plan, there are pre-construction survey requirements for nesting birds (maximum 14 days prior to construction in February through August) and the dusky-footed woodrat (maximum

**City of Monterey, State Highway 1 SB Ramps/Holman Highway 68 Roundabout
Exhibit C, Final Negotiated Scope of Work**

60 days prior to construction). In addition, there is a requirement for archeological monitoring in the (unlikely) event that any Native American remains are encountered. Denise Duffy & Associates will provide any necessary biological surveys and arrange for any cultural resources expertise that may be required.

Aerially-deposited lead has been identified within the project limits. It is not classified as hazardous waste and does not require disposal at a permitted facility. The specifications require the contractor to submit a lead compliance plan and it is the contractor's responsibility to provide any and all materials testing to satisfy entities receiving any off-haul materials. Should the need arise, the Harris team has the ability to perform third-party testing of these materials. Our inspectors will also verify that we document materials hauled off-site and require that the contractor submit the required disposal documentation.

Consultant shall review the contractor's WPCP field implementation and direct corrective actions as appropriate.

Document Contractor's SWPP/BMPs/Erosion Control Measures. Document adherence to environmental permits and mitigation requirements.

Task B-13: Claims Management

RFP Requirements: Any notice of potential claim will be immediately reported to the City, and Consultant shall diligently work toward expedient resolution of the potential claim. Potential claims will be analyzed, reviewed with the City and the design team, monitored and managed in accordance with the Construction Manual.

Consultant shall provide a separate task and an allowance in the fee to analyze, mitigate, coordinate, administer, and make recommendations regarding claims submitted by the Contractor.

Proposal Requirements: Claims are often a result of unresolved change orders. The most effective strategy in claims management is to proactively identify and resolve issues. Prompt attention to issues prevents misconceptions that can fester and create poor working relationships. In previous sections, we discussed the importance of having a mutually-acceptable schedule that accurately reflects the project progress. This greatly assists in resolving any time/schedule related disputes. Equally important is the ability to perform independent estimates for extra or disputed work. These practices are essential for expedient resolution of contractor claims. Complete project documentation is also a major component in defending and resolving potential claims. Our staff members are very meticulous about complete and proper documentation whether it is daily reports, photos, or testing data.

Dana and Bobby have extensive claims management experience. They have both represented the State through resolution negotiations and arbitration.

Task B-14: Final Inspection

RFP Requirements: Consultant shall coordinate nearly-complete construction inspections with the Contractor, City, Caltrans, and the design team, for the purpose of developing 'punch list'. The punch-list will identify the status of incomplete work and identify corrections necessary to complete the work.

Consultant shall coordinate final inspections of all construction with the Contractor, City, Caltrans,

**City of Monterey, State Highway 1 SB Ramps/Holman Highway 68 Roundabout
Exhibit C, Final Negotiated Scope of Work**

stakeholders, and the design team to ensure compliance with the plans, specifications, field directives and approved change orders. Consultant shall issue a Notice of Substantial Completion to the Contractor upon pre-approval by the City and Caltrans.

Any damage identified as being caused by the Contractor's operations will be documented and tracked until the contractor repairs the damage to pre-project conditions or to the requirements of the Contract Documents.

Consultant shall secure and transmit to the City required guarantees, affidavits, releases, bonds, waivers, keys, spare parts, and manuals. Consultant shall deliver a statement to the City indicating that the project has been completed in accordance with the Contract Documents. A signed proposed final estimate will accompany the recommendation for final acceptance. Consultant will recommend issuance of the Notice of Completion.

Proposal Requirements: Bobby and our inspectors will identify and address items that need attention as the work progresses. Due to the many stages in this project, the time to address work quality and completion is during the current phase. This greatly reduces the need to go back to re-work items the contractor feels are already completed. As the project nears completion, Harris will schedule an in-depth review of all completed work. All appropriate stakeholders and the contractor will be invited to this review. Bobby will compile a punch-list of items for the City and Caltrans that need attention prior to Final Acceptance. As the contractor works on these items, Harris will be on-site to inspect this work proactively and sign-off on completed items. We will perform a final walkthrough with the City and Caltrans for pre-approval. Harris will issue a Notice of Substantial Completion, Notice of Final Acceptance, and a Final Estimate to close the project out. We will coordinate all necessary concurrence from other stakeholders as deemed necessary by the City.

Task B-15: Safety

RFP Requirements: Consultant shall review the Contractor's Code of Safe Practices, spot-attend the Contractor's safety meetings and maintain an overall awareness of safety. The Contractor's bulletin board will be inspected to enforce poster requirements. Any accidents, including property damage, will be reported to the City. All safety incidents will be documented with photographs and a written report. The Contractor's operation will be reviewed in the context of regulations for occupational safety and health standards for all construction activities.

Consultant shall ensure that the Contractor has an O.S.H.A. Health and Safety Program in effect as required by statutes.

Proposal Requirements: Harris is strongly committed to safe work practices, and will work to make certain that everyone involved with the project, as well as the traveling public, return home just as they left that day. Our team is prepared to assist the City with traffic control planning to enhance project safety. On previous projects, our team has utilized dynamic messaging to provide ample notification to motorists of upcoming traffic queues. We have worked with the California Highway Patrol on projects to control traffic speeds, implement rolling stops, and shift lane closures. We have served on project development teams to plan traffic staging and traffic control procedures and have successfully implemented traffic handling plans on multiple projects with differing environmental conditions. We look forward to bringing these first-hand experiences to the City to deliver this project safely.

**City of Monterey, State Highway 1 SB Ramps/Holman Highway 68 Roundabout
Exhibit C, Final Negotiated Scope of Work**

Harris will recommend disposition on all traffic handling plans and verify that the contractor's operations are consistent with approved traffic handling plans and uniform traffic control measures. Bobby is committed to being on-site, day or night, whenever a change in construction staging or traffic controls is implemented. We will monitor that sufficient staff are present to oversee the effectiveness of traffic control measures and to coordinate closely with the contractor, TAMC, Caltrans, and the City to make adjustments as necessary. Our team knows that a safe traffic control operation requires boots on the ground, contingency plans, and proactive decision-making.

Conflicting traffic striping must be removed completely in a manner that does not have the potential to resemble old messages. This means that obliterated arrows and text must not exhibit their original shapes. The direction and glare of the sun must also be considered when striping is removed and replaced. New delineation must be of the highest quality to make sure that motorists don't have to question lane widths and appropriate movements. To avoid distraction, Harris strongly recommends that gawk screens be placed between construction zones and operational lanes.

During night shifts, temporary lighting must be placed in a manner that illuminates the traveled way and does not draw motorists' attention to the work zone or shine excessively through their line of sight. Finally, signage must be placed in a manner that offers ample and clear messages well in advance of any driver decisions. This will require continuous observation and adjustment, perhaps above standard practices, to verify safe traffic circulation.

The proximity of the project to the hospital exacerbates the potential for the public to enter the work zone in the case of an emergency. Harris understands that the City has committed to the public that safe passage of emergency vehicles and motorists in an emergency situation will be consistently available.

Our response to such emergencies must be controlled, swift, and efficient. Emergency access plans, roles and responsibilities, and lines of communication must developed early on and be understood by all involved parties prior to commencing any operation. We will review procedures on a shift/daily basis to verify that all elements of the plan are in place. Our team strongly recommends participation in the COZEEP for assistance at closure points. We believe that the decision to allow citizens through the work zone is most appropriately handled by a California Highway Patrol officer. When an officer determines that a motorist should be allowed to pass through the work zone, our designated person will be notified and all personnel will immediately implement the predetermined plan. Motorists will be piloted through the work zone along an access lane that is sufficiently lit, delineated, and free of debris at all times.

Given the close proximity of the Carmel Hill Fire Station, emergency access through the intersection poses another concern. The turning movements of fire trucks are wide and must be considered in addition to the 10-foot minimum lane width. Our team has met with staff at the Carmel Hill Fire Department to note the turning movement requirements of their equipment. We have also been informed that a new, larger fire engine is expected to be in service prior to contract award. Prior to the start of work for each phase, we will coordinate with the local fire departments to test drive through the project when traffic control measures are implemented. These actions will confirm that emergency access is sufficient for the safe passage of fire engines.

**City of Monterey, State Highway 1 SB Ramps/Holman Highway 68 Roundabout
Exhibit C, Final Negotiated Scope of Work**

C. Post-Construction Services

Task C-1: Final Quantities and Payment

RFP Requirements: Consultant shall reconcile, document and ensure there is detailed back-up documentation for all completed items of work, including contract change orders. Consultant shall coordinate with the Contractor to determine the appropriate final pay amount and submit a detailed pay request to the City. If mutual agreement is not achievable, the Consultant shall prepare a report that details the discrepancies and positions of each party. The pay request will be checked and signed by two of Consultant's personnel. Consultant shall endeavor to resolve any disputed items with the Contractor to the City's satisfaction. If there are claim notices, then the claims will be administered in accordance the Claims Management task.

Proposal Requirements: Harris will work with the contractor to keep alignment on payment quantities throughout the project. At final payment, Bobby and his inspectors will independently determine final payment amount. Should the contractor's final payment estimate differ from our own, we will work with the contractor to isolate these differences and their source of agreement cannot be reached with the concurrence of the City, Harris will proceed through the claims management process.

Task C-2: Record Drawings

RFP Requirements: Consultant shall provide the City with one set of record drawings with "As built" corrections. The record drawings will be prepared by the Contractor and submitted as a condition of monthly payments applications. The as-built changes will be made by hand using red ink and will be transmitted to the design team for preparation of the final record drawings.

Proposal Requirements: Accurate as-built records must be updated on a consistent basis throughout the project. Harris' practice is always to maintain an independent set of as-built drawings. We compare our as-built records with the contractor's set on a monthly basis; ideally during payment discussions. We oversee the final survey of water mains and laterals, storm drain facilities, electrical sign lighting, and sewer facilities. This data is transferred to our own records. Upon receipt of the contractor's as-built drawings, we compare our records to confirm information is captured as constructed.

Task C-3: Contract Records

RFP Requirements: Consultant shall provide the City with the original set of construction records cataloged in accordance with the Caltrans Construction Manual filing system. In addition to hard copies, Consultant shall provide CD's with PDF copies of all construction records cataloged in accordance with the Caltrans Construction Manual filing system.

Proposal Requirements: Our team will utilize the State Uniform Filing System to organize all project records. At project close-out, we will provide the City with a hard copy and electronic copy of all files. We will also meet with City personnel to review all project files for completeness. Our staff has been through multiple state and federal audits of project records and we are committed to providing audit-ready files that are easily accessible to all necessary parties.

**City of Monterey, State Highway 1 SB Ramps/Holman Highway 68 Roundabout
Exhibit C, Final Negotiated Scope of Work**

RFP Requirements: Consultant shall provide the City with the original set of construction records cataloged in accordance with the Caltrans Construction Manual filing system. In addition to hard copies, Consultant shall provide CD's with PDF copies of all construction records cataloged in accordance with the Caltrans Construction Manual filing system.

Task C-4: 11-Month Post Construction Warranty

RFP Requirements: Perform an 11-month post-construction warranty walk-through, and coordinate any repairs with the contractor, design firm, Caltrans, and the City.

Proposal Requirements: Harris will coordinate a post-construction warranty walkthrough with the City, Caltrans, contractor, and Omni Means. During this walkthrough, our staff will document all observations and agreed upon actions. We will oversee any repair/remediation work and report on completion of all walkthrough items.

City of Monterey
 State Highway 1 SB Ramps/Holman Highway 68 Roundabout
 Attachment D- Project Fee Schedule
 February 23, 2016



Project Schedule	2017												Totals		
	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR		APR	MAY
Calendar days	30	31	30	31	31	30	31	30	31	31	28	31	30	31	
Harris Staff Work days	10	21	22	20	18	21	20	19	21	21	20	22	10	10	3
Preconstruction															
Construction Phase															
Closeout															
Warranty Walkthrough															

258 Harris Staff Work Days
 31 Preconstruction
 204 Construction Phase
 20 Closeout
 3 Warranty Walkthrough

Estimated Fees	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	JAN	FEB	MAR	APR	MAY	TBD
Position	Name														
	Rate														
CM	8	35	34	34	35	32	36	34	32	32	32	32	8	8	8
Resident Engineer	80	176	168	168	140.8	128	115.2	134.4	128	121.6	134.4	80	80	40	24
Inspector		8	24	24	176	160	144	168	160	152	168	80	40		8
Inspector							40		40	32	80	80			272
Office Engineer		48	120	72	48	48	48	48	48	48	48	48	48		720
Scheduler		40	12	12	8	8	8	8	8	8	8	8	8		136
Monthly Subtotal	490.8	490.8	473.6	436	492.4	454.8	436	417.2	454.8	288	288	288	288		\$750,664
Contingency															\$91,270
Other Direct Costs															\$4,295
Environmental Consultant															\$14,468
Materials Testing Consultant															\$95,785
Source Inspection Consultant															\$39,972
Sub-Consultant Markup															\$7,516
	TOTAL FEE														
	\$1,003,970														

- Notes and Assumptions:
- Fees are based on a 10 month construction contract.
 - Fees are based on 8-hour working days. 5 working days per week.
 - Holidays include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving (2 days), Christmas, and a Floating Holiday.
 - Costs for job-site construction management office, office equipment, and office furniture are not included in this estimate.
 - Contractor shall provide Harris staff office space, furniture, related equipment (printer, internet and related) and copies of plans/specs/changes.
 - Harris to provide computer platform, hardware, software and cell phone.
 - Should the actual schedule require more or less construction management services than proposed, adjustments to this estimate may be required.
 - Overtime, rain, holidays and potential time extensions or delays may result in additional construction management services.



Budget

State Highway 1 SB Ramps/Holman Highway 68 Roundabout

DENISE DUFFY & ASSOCIATES- Environmental Consultant						
TASKS #	Task Description	Rate \$	Senior Environmental Scientist	Associate Environmental Scientist	Graphics/GIS	Task Total
1	Project Initiation		12	6	2	\$2,298
2	Wildlife Surveys		4	13	1	\$1,929
3	Construction Monitoring		12	30	1	\$4,680
4	Reporting		6	10	2	\$1,960
<i>Total DDA hours by person</i>			34	59	6	
Total DDA cost by person			\$ 4,250	\$ 6,077	\$ 540	\$10,867

TOTAL COST \$14,468.00

Expenses	
Subconsultants	
Consulting Arborist	\$1,500.00
Cultural Consultant	\$1,500.00
Administrative Fee (15%)	\$450.00
Phone and Fax	\$50.00
Mileage	\$101.00
Total Expenses	\$3,601.00



Earth Systems Pacific

City of Monterey

State Highway 1 SB Ramps/Holman
Highway 68 Roundabout

1514 Moffett Street, Suite G Salinas, CA 93905

Scope and Fee Estimate for Construction Testing

Project: State Highway 1 SB Ramps / Holman Highway 68 Roundabout

Date: 1/21/2016

Hourly Rates \$105.00 Prevailing Wage Job Rate Group 3 and 4
 \$95.00 Non-Prevailing Wage technician rate
 \$170.00 Geotechnical/Civil Engineer
 \$135.00 Staff Materials Engineer

Construction Testing	Trips	Units	Rate		Fee
Soils and Aggregate Base					
Compaction testing and sampling (day work)	46	368	\$105.00	hr.	\$38,640.00
Compaction testing and sampling (night work)	20	160	\$157.50	hr.	\$25,200.00
Nuclear gauge fee		528	\$10.00	hr.	\$5,280.00
Maximum density/optimum moisture tests (Cal 216)		6	\$290.00	ea.	\$1,740.00
Backfill sand sieve analysis		1	\$115.00	ea.	\$115.00
Backfill sand sand equivalent		1	\$125.00	ea.	\$125.00
Aggregate base sieve analysis		1	\$115.00	ea.	\$115.00
Aggregate base sand equivalent		1	\$290.00	ea.	\$290.00
Aggregate base R-value		1	\$290.00	ea.	\$290.00
Aggregate base durability index		2	\$145.00	ea.	\$290.00
Aggregate base moisture		1	\$25.00	ea.	\$25.00
Geotechnical Engineer field time	4	12	\$170.00	hr.	\$2,040.00
Travel mileage	70	3500	\$0.80	mi.	\$2,800.00
			Sub Total		\$76,950.00
Concrete					
Concrete sampling and testing	6	48	\$105.00	hr.	\$5,040.00
Concrete sample pickup	6	12	\$95.00	hr.	\$1,140.00
Concrete compression tests		90	\$35.00	ea.	\$3,150.00
Travel mileage	12	600	\$0.80	mi.	\$480.00
			Sub Total		\$9,810.00
Hot Mix Asphalt					
Table 6-1.12 of Caltrans Construction Manual for HMA aggregates (assume 1 set of sample tests)					
HMA aggregate sampling	1	4	\$105.00	hr.	\$420.00
HMA aggregate gradation		6	\$115.00	ea.	\$690.00
HMA aggregate sand equivalent		1	\$125.00	ea.	\$125.00
HMA aggregates LA Rattler (100 revolutions)		1	\$260.00	ea.	\$260.00
HMA aggregates LA Rattler (500 revolutions)		1	\$260.00	ea.	\$260.00
HMA aggregates percent crushed particles (course)		1	\$115.00	ea.	\$115.00
HMA aggregates percent crushed particles (fine)		1	\$115.00	ea.	\$115.00
HMA aggregates fine angularity		1	\$110.00	ea.	\$110.00
HMA aggregates flat and elongated particles		1	\$115.00	ea.	\$115.00
Caltrans Superpave Construction Policy Bulletin (assume 1 set of sample tests)					
HMA sampling	1	4	\$105.00	hr.	\$420.00
HMA gyration compaction		1	\$330.00	ea.	\$330.00
HMA air voids content		1	\$95.00	ea.	\$95.00
HMA voids in mineral aggregate		1	\$95.00	ea.	\$95.00
HMA dust proportion		1	\$95.00	ea.	\$95.00
HMA Hamburg wheel track		1	\$715.00	ea.	\$715.00
HMA moisture susceptibility		1	\$115.00	ea.	\$115.00
Other (assume 1 set of sample tests and 12 cores from completed pavement)					
HMA theoretical maximum density		1	\$125.00	ea.	\$125.00
HMA oil content		1	\$230.00	ea.	\$230.00
HMA aggregate gradation (extracted aggregates)		1	\$115.00	ea.	\$115.00
Density of HMA cores		12	\$50.00	ea.	\$600.00
Travel mileage	2	100	\$0.80	mi.	\$80.00
			Sub Total		\$5,225.00
Project Administration					
Civil/Geotechnical Engineer project management		8	\$170.00	hr.	\$1,360.00
Civil Engineer review of contractor QA/QC program		8	\$170.00	hr.	\$1,360.00
Staff Materials Engineer review and oversight		8	\$135.00	hr.	\$1,080.00
			Sub Total		\$3,800.00

Total Estimated Construction Testing Fees **\$95,785.00**



Source Inspection Works															
Bid #	Item	Inspection Location	Sub. Items	Inspection Type	Inspection Hours *	ZTC Personnel or Sub.	Approx. Budget (ODC)	Testing Components	Prob. Material Source Location	Est. Travel Hours	Approx. Travel Budget	Engineering Hours	Engineering Function by SMR	ZTC Personnel or Sub.	Approx. Cost per Item
117(F)	Furnish Sign Structure (Truss)	Source	Truss & Pole Fabrication Fasteners	CWI Source inspection Sampling, testing, and releasing	40	ZTC Sub WTI	\$	None	Utah, Arizona	0	\$	8	Submittal Review - Fabrication support	Farzad Tashhoo	\$ 4,848
					4	Dan Chang (ZTC)	\$ 1,000	Anchor Bolts, A325 Bolts	Utah, California	0	\$	4	Submittal Review - Fabrication support	Farzad Tashhoo	\$ 1,888
					8	Dan Chang (ZTC)	\$	None	Nebraska, Oklahoma	16	\$ 1,500.00	4	Submittal Review - Fabrication support	Farzad Tashhoo	\$ 4,308
					8	Dan Chang (ZTC)	\$	Welded Hoops	California	0	\$	4	Splice Prequal Report	Farzad Tashhoo	\$ 1,772
170	Lighting & Sign Illumination	Source	Fasteners	Sampling, testing, and releasing	8	Dan Chang (ZTC)	\$ 1,000	Anchor Bolts, A325 Bolts	Nebraska, Oklahoma, California	0	\$	4	Submittal Review - Fabrication support	Farzad Tashhoo	\$ 2,272
			Electrical Components	Testing	0	Dan Chang (ZTC)	\$ 7,000	LED, Service Enclosures, BBS	California	0	\$	4	Submittal Review	Farzad Tashhoo	\$ 7,504
171	Flashing Beacon System	Source	Electrical Components	Testing	0	N/A	\$ 1,000	LED	California	0	\$	4	Submittal Review	Farzad Tashhoo	\$ 1,504

Engineering Works															
	Preparing the SIQMP and getting its approval		N/A	N/A	0		\$	N/A	N/A	0	\$	30	Including pre-SIQMP meeting and responding to SIQMP comments	Farzad Tashhoo	\$ 3,780
	Preparing the QMP and getting its approval		N/A	N/A	0		\$	N/A	N/A	0	\$	16	Preparing project QMP and gets its approval	Farzad Tashhoo	\$ 2,016
	Typical SMR response to CEI-3101 and issuing 28/608 forms during the course of project		N/A	N/A	0		\$	N/A	N/A	0	\$	24	Misc. SMR work for 2 hour per month avg. 12 months	Farzad Tashhoo	\$ 3,024
	SIQMP Monthly QA Summary Report		N/A	N/A	0		\$	N/A	N/A	0	\$	24	Preparing monthly SIQMP report for duration of the project (12 months) 2 hours per month	Farzad Tashhoo	\$ 3,024
	Calltrans IQA audit and response to audit		N/A	N/A	0		\$	N/A	N/A	0	\$	32	Calltrans IQA audits & responses - 3 audits for duration of project (12 months)	Farzad Tashhoo	\$ 4,032

Total hours for each type of work	68
Total cost for each type of work	\$ 6,528.00
16	\$ 1,536.00
158	\$ 1,500.00
	\$ 19,906.00
	Total Est. Cost \$ 39,972

Rate or Cost	Est. Hours
126 \$/hr	158
96 \$/hr	44
96 \$/hr	40
\$ 1,500.00	N/A
\$ 10,500.00	N/A

SMR Average hourly rate and estimated hours:	
QA Inspectors average hourly rate and estimated hours	
ZTC Sub QA Inspectors average hourly rate and estimated hours	
Expected Travel Cost	
Expected Other Direct Cost (ODC) - Material Testing	



**City of Monterey
State Highway 1 SB Ramps/Holman Highway 68 Roundabout
Attachemnt E- Project Schedule
February 23, 2016**



Project Schedule	2017												Totals		
	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR		APR	MAY
Calendar days	30	31	30	31	31	30	31	30	31	31	28	31	30	31	
Harris Staff Work days	10	21	22	20	18	21	20	19	21	21	20	22	10	10	3
Preconstruction															
Construction Phase															
Closeout															
Warranty Walkthrough															

258 Harris Staff Work Days
31 Preconstruction
204 Construction Phase
20 Closeout
3 Warranty Walkthrough

Notes and Assumptions:

- 1 Fees are based on a **10 month** construction contract.
- 2 Schedule is based on **8-hour** working days, **5 working days** per week.
- 3 Holidays include New Year's Day, Memorial Day, Independence Day; Labor Day; Thanksgiving (2 days), Christmas, and a Floating Holiday.
- 4 Should the actual schedule require more or less construction management services than proposed, adjustments to this schedule may be required.
- 5 Overtime, rain, holidays and potential time extensions or delays may result in additional construction management services.



1. PROPOSED TEAM QUALIFICATIONS AND RESUMES

General Firm Information

Harris & Associates

Harris is a multidisciplinary firm with more than 41 years of experience delivering infrastructure projects through planning, design, and construction phases. We provide engineering and construction management services to public agencies throughout California and have maintained an office in Monterey County for the last 20 years.

Harris has consistently pioneered solutions for complex, high-profile projects. Our engineering, construction management, environmental, and public finance teams work in synchronicity to deliver complex projects in four key markets: transportation, water and wastewater, community services, and education. Our firm includes certified construction managers, construction managers, resident/civil engineers, inspectors, traffic engineers, Stormwater Pollution Prevention Plan (SWPPP) developers/practitioners, schedulers, labor compliance specialists, municipal program managers, schedulers, plus technical and administrative support staff.

The value our team brings includes extensive experience with complex traffic phasing which allows us to:

- minimize impacts to the public and keep construction moving,
- familiarity with Caltrans' procedures and traffic control processes which enables smooth project delivery,
- ability to critically analyze the schedule to save both time and money with innovative phasing solutions,
- ability to facilitate coordination and cooperation with all impacted stakeholders,
- and roundabout experience.

Harris has worked with Caltrans on projects ranging from remote two-lane highways to high-volume, multi-lane interstate freeways. Our project team has extensive Caltrans experience, participating on more than 150 Caltrans projects. We fully understand the Local Assistance Program and the Caltrans methods for document control, material testing and inspection, surveying, and quality control. We are familiar working under a variety of traffic conditions and are attuned to impacts to the travelling public and surrounding community.

Construction Management Expertise Recognition

Harris is frequently recognized by the Construction Management Association of America (CMAA) and the American Public Works Association (APWA) for our exceptional ability to deliver projects under challenging circumstances. Several recent awards have been for Monterey County projects.

Subconsultants

Harris' team includes two exceptional partners, Earth Systems Pacific and Denise Duffy & Associates, Inc. Both have partnered with Harris on multiple projects and we regard them to be exemplary practitioners in their fields.

Earth Systems Pacific brings 30 years of experience from local offices in close proximity to the Holman Highway site. This translates to cost savings, efficiency, and rapid response times. They have a long resume of experience working directly with the City, local contractors, materials suppliers, and Caltrans District 5. This local experience and knowledge enhances the accuracy and efficient processes of our team.

Selection of Harris Project Awards

Del Monte Avenue/ Pacific Street Intersection Improvements, City of Monterey

- 2014 CMAA Northern California Chapter Project Award Winner
- CMAA Northern California Chapter Construction Management Project Achievement Award

Pajaro Community Park, County of Monterey

- 2015 APWA National Project Award Public Works Projects
- 2014 APWA Monterey Project of the Year Merit Award
- 2015 California Parks and Recreations Society, Excellence in Park Planning

Sixth Street Undercrossing Improvements, City of Santa Rosa

- 2013 APWA Northern California Chapter Public Works Project of the Year

South Santa Fe Avenue Improvements, County of San Diego

- 2013 CMAA San Diego Chapter, Project Achievement Award
- 2013 APWA San Diego Chapter, Project of the Year Award

Route 101/Ralston Avenue Reconstruction, City of Redwood City

- 2008 Caltrans, Excellence in Transportation Award

I-15 New Interchange at Cantu-Galleano Ranch Road Project, County of Riverside

- 2008 CMAA Southern California Chapter, Project Achievement Award

State Avenue Improvements Phase 2, City of Marysville

- 2007 CMAA Pacific Northwest Chapter, Construction Management Project Achievement Award

Passons Boulevard Grade Separation, City of Pico Rivera

- 2013 CMAA Southern California Chapter, Project Achievement

Los Angeles County Metropolitan Transportation Authority, I-405 Sepulveda Pass Improvements

- CMAA Southern California Chapter Project Achievement Award, Transportation, Design-Build

West County Connectors, Caltrans District 12/OCTA/U.S. DOT

- 2015 California Transportation Forum Project of the Year

Greenspot Road Improvements

- 2015 APWA Inland Empire Project of the Year



Earth Systems' extensive knowledge of site conditions in Monterey enhances our team's ability to foresee potential problems and promptly provide solutions. Earth Systems has worked on several roundabout projects, including the first roundabouts constructed in the cities of Santa Cruz and Gilroy.

For this project, Earth Systems will provide quality assurance materials and source inspections. Earth Systems will assist in the management and implementation of the Source Inspection Quality Management Plan. Their technicians and inspectors are experienced and certified in the Caltrans methods that will be required for this project.

Earth Systems laboratories are certified or inspected by Caltrans, the Division of the State Architect, the Cement and Concrete Reference Laboratory, and the AASHTO Materials Reference Laboratory. Earth Systems participates in the Caltrans Reference Sample Program, the Cement and Concrete Reference Laboratory Concrete Proficiency Testing Program, and the AASHTO Materials Reference Laboratory Soil Proficiency Testing Program. The laboratory equipment is calibrated annually and traceable to the National Bureau of Standards.

Denise Duffy & Associates, Inc. (DDA) has been in Monterey for over 30 years, has a long and positive relationship with the City's planning and public works staff, and has extensive expertise from long-term staff. DDA has also maintained a long-standing working relationship with Caltrans District 5 staff and are familiar with Caltrans' policies and procedure. Staff understands the regulatory and environmental requirements.



procedures of Caltrans. Their location and local expertise with the City and Caltrans means staff are available and efficient in meeting construction monitoring requirements.

On this project, DDA will provide biological surveys, construction monitoring, natural resources analysis, wetland delineations, restoration plans, and resource agency permitting services.

Responsible Charge

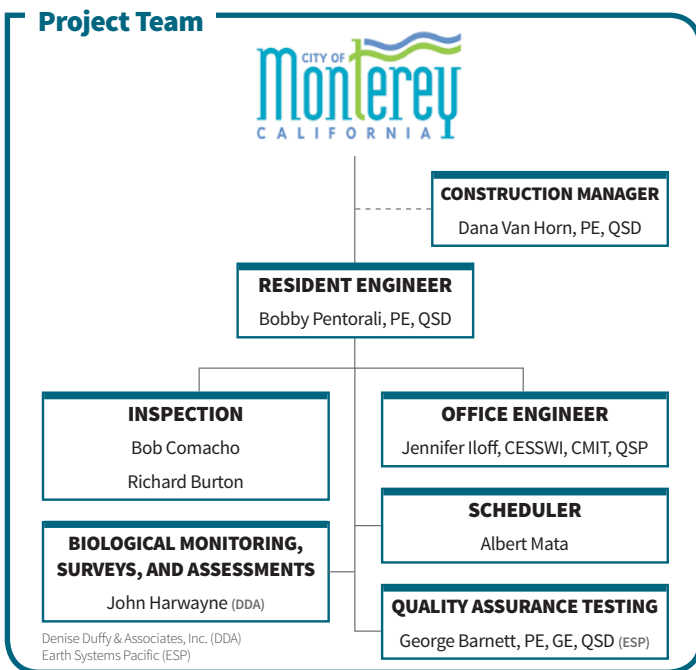
Dana Van Horn, PE, QSD
 (831) 419-7234
 Dana.VanHorn@WeAreHarris.com

Organizational Chart

The organizational chart illustrates our proposed lines of communication between the City and our project team. Our team is structured to provide the City with immediate access to both Construction Manager Dana Van Horn, PE, QSD and on-site Resident Engineer Bobby Pentorali, PE, QSD.

Roles & Responsibilities

Our team understands the critical nature of our role in the success of a project. We have studied this project for more than a year and have assembled the best team available to work on this Holman Highway project. Our team's qualifications align with the City's goals and requested services. Considerations include specific experience, knowledge of Monterey and the Peninsula and expertise in their roles. This team has the local experience and technical expertise to successfully deliver your project.



Dana Van Horn, PE, QSD: Construction Manager

Hours Anticipated: 800 **Availability: 40%**

- Serve as the project's liaison for communication efforts; available for coordination meetings and public meetings; provide accurate, timely project information per plans or on demand; and budget reporting.
- Assist with development of pre-construction media communications.

Agreement #: Ag-5342 - Page 119 of 120

- Assist in development of a project communications plan; e.g. standing meetings with emergency responders, community groups, and businesses.
- Assist Transportation Agency for Monterey County (TAMC) Outreach Coordinator Ariana Green by providing weekly project updates as well as topic specific (e.g. resident inquiries) responses as needed.
- Attend weekly progress meetings with the City, contractor, and stakeholders such as City and County staff, TAMC, the Regional Water Quality Control Board, U.S. Army Corps of Engineers, utilities, third-party testers/biologist/archeologist, Agency staff, and local residents and schools.
- Meet weekly (or more often as needed) with resident engineer to monitor that recognized stakeholder needs are addressed.
- Review, contribute, and approve on our Monthly Project Report prior to distribution.
- Overall responsibility for the Harris team effort and project delivery; will meet with City staff on a monthly basis to assess our performance.
- **Responsible for scope of work tasks: A-2, A-3, B-2, B-13, B-14, B-15, and C-4.**

Current Workload: City of Monterey, Sewer Line and Lift Station Rehabilitation Program

Bobby Pentorali, PE, QSD: Resident Engineer

Hours Anticipated: 1,550 **Availability: 100%**

- Oversee all traffic control and construction operations to verify safety and public convenience.
- Work with contractor to negotiate contract changes, resolve contract disputes, coordinate value engineering change proposal reviews, and confirm contractual commitments.
- Work closely with City staff to resolve project issues, recommend City actions, and provide regular project updates.
- Review all submittals, RFIs, materials information, materials testing, inspection reports, traffic handling plans, and contractor's safety program.
- Lead weekly project coordination meetings and draft correspondence to the contractor on behalf of the City.
- Review contractor's SWPPP implementation and reporting program.
- Track/monitor contractor's field progress against project schedule; identify any slippage in schedule and work with contractor to develop a recovery schedule.
- Oversee quality assurance tasks with field staff and materials testing consultants.
- Review all contractor payment requests and consultant invoices and recommend authorization of payment.
- **Responsible for scope of work tasks: B-2, B-4, B-5, B-6, B-9, B-11, B-13, B-14, B-15, C-1, C-2, and C-4.**

Current Workload: City of Santa Rosa, Stony Point Phase II (ending January)

Bob Comacho and Richard Burton: Inspectors

Hours Anticipated: 2,400 **Availability: 100%**

- Interface with contractor on a daily basis and report back to construction manager, resident engineer, and City with regard to issues encountered on the project which impact schedule progress, cost, or quality.



- Monitor contractor for compliance with plans and specifications and best management practices. Identify discrepancies between the plans and existing conditions. Verify contractor’s compliance with contract documents and specifications. Review and monitor contractor’s project schedule and progress.
- Prepare daily inspection reports, daily progress reports, and site photographs; verify billable material quantities of installed materials; cross-check quantities for progress payments; inspect all materials used during construction; schedule and monitor all required materials tests; complete project documentation; monitor and record labor hours; clarify contract questions on behalf of the contractor; and facilitate resolution of RFIs and submittal reviews.
- Inspect street lights, street signs, and striping installation; monitor trench excavations and backfill, street subgrade preparations, street structural section placement, and asphalt paving; and inspect rough grading and finished grading operations. Coordination of independent assurance materials testing.
- Provide value engineering prior to construction. Attend progress meetings; assist City during close-out; and prepare and present final inspections report.
- **Responsible for scope of work tasks: A-4, B-7, B-14, and B-15.**

Current Workload: Mountain House Community Services District Roundabouts and Roadway Construction (ending February); City of Monterey Sewer Package 4

Josh Harwayne: Biological Monitoring, Surveys, and Assessments

 **Hours Anticipated: 136**  **Availability: 30%**

- Monitor construction activities. Provide in-the-field review, identification, and resolution of environmental concerns.
- Perform pre-construction wildlife surveys, including avian and woodrat nest surveys. Review, identify, and resolve environmental concerns related to the sensitive Monterey pine forest and individual trees.
- Arrange for any necessary resources required as needed to address cultural resources.
- **Responsible for scope of work tasks: A-4 and B-12.**

Current Workload: N/A

George Barnett, PE, GE, QSD: Quality Assurance Testing

 **Hours Anticipated: 150**  **Availability: 75%**

- Oversight of construction testing program.
- Review of field and laboratory test results for conformance with project specifications.
- Develop recommendations for remedial measures as required.
- **Responsible for scope of work task: B-8.**

Current Workload: N/A

Jennifer Iloff, CESSWI, CMIT, QSP: Office Engineer

 **Hours Anticipated: 2,400**  **Availability: 80%**

- Document control and labor compliance.
- Set up and manage electronic and hard copy project filing systems per Caltrans filing system. Verify compliance with Caltrans procedures for clarity during an audit.

- Track and log project documents via hard copy and Newforma document management system, including RFIs, submittals, non-compliance notices, construction change directives, daily reports, inspection reports, change order proposals/requests, and SWPPP.
- Track progress of reviews and provide current logs for RFIs, submittals, quotes, and contract changes.
- Verify all parties have quick and easy access to project files and that the most current versions are also available. Take accurate minutes of all project meetings. Coordinate and complete project close-out.
- Track material testing. Perform SWPPP inspection services, including reviewing SWPPPs/SWPPP reports.
- **Responsible for scope of work tasks: A-1, B-1, and B-10.**

Current Workload: County of San Mateo Eleanor Drive Sewer Rehabilitation

Albert Mata: Scheduler

 **Hours Anticipated: 136**  **Availability: 60%**

- Review contractor’s baseline schedule for contract compliance and planning reasonableness: review logic sequences, activity durations, critical paths; and coordination and planning with third-party contractors for utility relocations, seasonal work restrictions, City-related functions, submittal submissions/ approvals, materials procurements, activity construction staging, and applied contractual milestones. Provide written response requesting corrections on outstanding items.
- Review contractor’s monthly schedule updates and evaluate in comparison to the contractor’s planning shown in the look-ahead schedules. Evaluate the update in real time with use of a parallel schedule, accounting for major changes in planning due to RFIs, submittals, material procurements, unforeseen events/delays in the field, and unexpected third-party coordination. Inform resident engineer of potential impacts. Provide resident engineer with recommendation on schedule recovery.
- Review contractor’s time impact analysis on requested time extensions. Perform independent time impact analysis. Provide resident engineer with written findings.
- **Responsible for scope of work task: B-3.**

Current Workload: Port of Los Angeles C Street/I-110 Interchange; Culver City Unified School District Program Management

“I have known Mr. Pentorali since October of 2010 when we worked together on a complex bridge project, him in the role of Structure Representative, myself in the role of Construction Manager. I have always found Mr. Pentorali an intelligent, resourceful and hardworking employee. He works well both independents and as a part of a team. One particular instance involved the BNSF Railroad. Working with any railroad requires not only good engineering, but the ability to communicate. Mr. Pentorali was able to establish a relationship with BNSF that kept the project on schedule and within budget. Mr. Pentorali can also be counted on to be a good partner. On a challenging project with multiple contract change orders, Mr. Pentorali and his team won the District 10 Partnering in Motion Gold Award. I know if I have Mr. Pentorali as part of my team, it will be a benefit as he can be counted on to go above and beyond his required role.”

Laura Lynn Gordon, Office Chief, Ce.



ins District 6