

MEMORANDUM

DEPARTMENT OF PUBLIC WORKS

County of Placer

TO: BOARD OF SUPERVISORS

DATE: July ²¹~~22~~, 2008

FROM: KEN GREHM ^{YD} / KEVIN ORDWAY ^{VO}

SUBJECT: SR 49 / HULBERT WAY IMPROVEMENT PROJECT (THE PLAZA) CONTRACT NO. 1015, AMENDMENT NO. 1

ACTION REQUESTED / RECOMMENDATION

Adopt a Resolution authorizing the Director of Public Works to approve and execute Contract Amendment No. 1 to Professional Services Agreement No. 1015, with Vali Cooper & Associates, Inc. in the amount of \$59,000, increasing the total contract amount, including this amendment, to \$599,000.

BACKGROUND / SUMMARY

The SR 49 Improvements at Hulbert Way from North of Luther Road to Kemper/New Airport Road (Project) is located in the unincorporated Auburn area along Highway 49 in the North Auburn Redevelopment Project Area.

This Project consists of road widening, turn lanes, installation of a traffic signal, drainage improvements and retaining walls primarily along State Highway 49 between Luther Road and New Airport Road and roadway and landscaping improvements located along Hulbert Way. All improvements will be located within the public right-of-way. The Project will help support the development of Auburn Plaza, a 10-acre, 75,000 square foot office, commercial, and retail center. The Project has been designed to comply with Caltrans specifications, Placer County design standards, and requirements of other local and state permitting authorities.

The Department of Public Works added Construction Staking and Surveying Services to this contract to facilitate construction. This Amendment and increase in contract cost for Construction Management is due to the addition of Project Surveying and Staking to facilitate the construction of the project.

ENVIRONMENTAL

The Placer County Planning Commission approved the Environmental Impact Report for Auburn Plaza on April 14, 2005. The proposed transportation improvements were approved as mitigation measures associated with Auburn Plaza. A Finding of No Significant Impact was determined under the National Environmental Policy Act (NEPA) for the Project. A notice of Determination was filed on April 20, 2005.

FISCAL IMPACT

Public Works has signed a Memorandum of Understanding (MOU) with the Placer County Redevelopment Agency (Agency) in an amount not to exceed \$4,500,000 that includes a construction cost estimated at \$3,937,007. The project is fully funded through the Placer County Redevelopment Agency utilizing grant funds received by the County from the State of California, Housing and Community Development Department, Community Development Block Grant Program and Agency funds received through the State of California Infrastructure and Economic Development Bank. Funding for the construction of this project is included in the 2007-2008 Fiscal Year Budget. There are sufficient funds allocated within the MOU to cover this contract amendment.

Attachments: Resolution
Draft Contract Amendment No. 1

**Before the Board of Supervisors
County of Placer, State of California**

In the matter of: A RESOLUTION
AUTHORIZING THE DIRECTOR OF PUBLIC
WORKS TO APPROVE AND EXECUTE
CONTRACT AMENDMENT NO. 1 TO THE
PROFESSIONAL SERVICES AGREEMENT
(CONTRACT NO. 1015), WITH VALI COOPER &
ASSOCIATES, INC., FOR CONSTRUCTION
MANAGEMENT SERVICES RELATED TO THE
SR 49/HULBERT WAY IMPROVEMENT
PROJECT.

Resol. No:.....

Ord. No:.....

First Reading:.....

The following RESOLUTION was duly passed by the Board of Supervisors
of the County of Placer at a regular meeting held _____,
by the following vote on roll call:

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

Attest:
Clerk of said Board

Chairman, Board of Supervisors

BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Placer, State of California, that this Board authorizes the Director of Public works to approve and execute Contract Amendment No.1 to the Professional Services Agreement (Contract No. 1015),with Vali Cooper & Associates, Inc. for construction management services related to SR 49 /HULBERT WAY IMPROVEMENT PROJECT.

Contract Amendment No. 1

Contract Number: 1015

Project Title: SR 49 /HULBERT WAY IMPROVEMENT PROJECT

Description: Professional Services Agreement for Construction Management for the State Route 49 widening and Hulbert Way intersection signal.

Preliminary

This Contract Amendment No.1 ("Amendment") for **additional professional services not to exceed a maximum amount of \$599,000**, is entered into by and between the County of Placer "COUNTY" and Quincy Engineering Inc. "CONSULTANT" this _____ day of _____, 2008 and affects **ITEM 1 "BASIS OF AGREEMENT"; ITEM 6 "AMOUNT OF PAYMENT"; Exhibit A "SCOPE OF SERVICES" and Exhibit C "PAYMENT SCHEDULE"** of the original Professional Services Agreement No. 1015, dated June 21, 2007. Contract is hereby amended as follows:

a) **ITEM 1 – BASIS OF AGREEMENT - This section shall be deleted and replaced in its entirety to read as follows:**

1. BASIS OF AGREEMENT. CONSULTANT hereby agrees to provide professional services as an independent contractor to perform construction management, inspection, materials testing, surveying and construction staking and related services for the above PROJECT as described in Exhibit "A1" entitled "Scope of Services" attached hereto and by this reference incorporated herein. In exchange, COUNTY agrees to pay CONSULTANT as set forth in Item 6 below.

b) **ITEM 6 – AMOUNT OF PAYMENT - This section shall be deleted and replaced in its entirety to read as follows:**

5. AMOUNT OF PAYMENT. As full payment for all services as set forth in Exhibits "A1" and "C1" herein, the COUNTY shall pay actual costs based on the proposed budget of each Task as shown in Exhibit "C1" up to a total maximum sum of FIVE HUNDRED NINETY NINE THOUSAND DOLLARS AND ZERO CENTS (\$599,000) to the CONSULTANT as full payment for all services as set forth in Exhibits "A1" and "C1" attached hereto and by this reference incorporated herein.

CONSULTANT shall not be reimbursed for any additional expenses incurred unless prior written approval is given by the COUNTY as allowed under the contract contingency set forth in Exhibit "C1" or through a fully executed written amendment. CONSULTANT shall not undertake any such work without prior written approval of the COUNTY.

- c) Exhibit A, SCOPE OF SERVICES, shall be removed and replaced in its entirety with amended Exhibit A1 "Scope of Services" attached to this amendment.
- d) Exhibit C, PAYMENT SCHEDULE, shall be removed and replaced in its entirety with amended Exhibit C1 "Payment Schedule" attached to this amendment.
- e) All other sections of this contract, exhibits, and amendments remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands the year and date first above written.

APPROVED AS TO FUNDS

By: _____
Auditor, Placer County

Date: _____

**"COUNTY"
COUNTY OF PLACER**

By: _____
Ken Grehm
Director of Public Works

Date: _____

**Award of Amendment No.1,
Contract No. 1015**
Authorized by the Board of
Supervisors on: _____

APPROVED AS TO FORM

By: _____
County Counsel, Placer County

Date: _____

"CONSULTANT"
Vali Cooper & Associates, Inc.
(a California Corporation)

By: _____
Officer Signature # 1
(Signature Notarized)

By: _____
Print Name and Title

Date: _____

By: _____
Signature # 2
(Signature Notarized)

By: _____
Print Name and Title

Date: _____

"If Consultant is a corporation, contract must be signed by the following two corporate officers, one from each category: (1) Chairman of the Board, President or any Vice President, and (2). Corporate Secretary, any Assistant Corporate Secretary, Chief Financial Officer or any Treasurer or Assistant Treasurer, unless an authenticated copy of a resolution of the corporation which delegates to a single officer the authority to bind the corporation is attached to this contract.

If Consultant is another type of business entity, such as a partnership or limited liability company, contract must be signed by officer(s) possessing legal authority to bind the entity. An authenticated copy of a resolution, partnership agreement, operating agreement or other legal evidence of signature authority must be attached to this contract."

EXHIBIT A1

PROFESSIONAL SERVICES AGREEMENT FOR PROJECT INSPECTION AND CONSTRUCTION MANAGEMENT SERVICES FOR THE STATE ROUTE 49 / PLAZA INTERSECTION PROJECT CONTRACT NO. 1015

SCOPE OF SERVICES

- I. **Project Background** The intersection of Hulbert Road, State Route 49, and the new Plaza Drive is in need of upgrades and improvements to meet the future and present needs of traffic. The COUNTY has entered into an agreement with The Redevelopment Agency to deliver the project as designed with environmental clearance, necessary right-of-way, permits, and prepared contract documents for construction of the roadway and intersection improvements.
- II. **Project Description** The COUNTY is contracting with CONSULTANT to provide professional construction management, inspection, and materials testing services during construction. Work shall be performed in accordance with applicable County and Caltrans standards and standard practice.
- III. **Items of Work** The COUNTY contracts with the CONSULTANT to provide all required construction engineering services necessary to provide project inspection, materials testing, and construction management services of the State Route 49 / Plaza Intersection Project. The intent of the contract is have the CONSULTANT provide a Resident Engineer and Construction Inspector for inspection, materials testing, and construction management services. The work product shall meet the minimum requirements identified in this Scope of Services.

Project Inspection, materials testing, construction management, and related construction engineering services shall include the following tasks:

Task 1. Construction Management, Field Inspection, and Materials Testing

The intent of this scope of work is to set forth the requirements and responsibilities of the CONSULTANT for construction management, inspection, material testing, verification, and recommendation for acceptance of improvements of the proposed construction project to assure consistent and satisfactory quality of such improvements in accordance with the approved construction documents.

The CONSULTANT shall provide a Construction Manager (CM) and sufficient staff to perform construction administration oversight and inspection services during the construction of the various phases of the State Route 49 / Plaza Intersection Project. All CONSULTANT staff shall work under the supervision of the CONSULTANT. These services will encompass serving as the COUNTY'S Resident Engineer to the Construction Contractor(s) with regard to activities at the construction site. The CONSULTANT's Construction Manager shall be a licensed Professional Civil Engineer Registered in the State of California.

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

All construction management, inspection and related activities shall be completed as described in the Construction Management Plan (CMP) Manual prepared by the CONSULTANT specifically for this project and approved by the COUNTY. In addition to the approved CMP Manual the CONSULTANT shall perform its activities in accordance with but not limited to the following documents:

- Approved Project Documents and Plans
- Regulatory Agency Permits
- Caltrans Construction Records and Procedures Manual
- Caltrans Standard Test Methods
- Caltrans Manual of Traffic Control for Construction & Maintenance Work Zones
- Public Works Inspectors Manual, 4th Edition
- Placer County Land Development Manual
- Placer County General Specifications

Task 1a. Construction Management Plan

The CONSULTANT shall prepare a construction management plan for the project for COUNTY approval. The plan shall indicate the standards and

level of effort that the CONSULTANT's staff will adhere to during all phases of this work and describe deliverables to be received by the COUNTY. At a minimum, the plan shall include the sections listed below:

1. Project Organization
2. Meetings
3. Communications Management
4. Preparation of Management Reports
5. Clarifications and Contract Interpretations of Specifications
6. Submittals/Shop Drawings
7. Design Modifications
8. Change Orders
9. Schedule Management
10. Claims Management
11. Testing and Testing Documentation
12. Progress Pay Estimate Preparation
13. Inspection and Inspection Reporting
14. Defective Work Correction
15. Record Drawings
16. Complaint & Community Relations Procedures
17. Safety
18. Photo/Video Documentation
19. Certified Payroll Review
20. Special Inspections
21. Other Tasks

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

Task 1b. Documentation of Pre-Construction Conditions

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

Task 1c. Meetings

Anticipated meetings include a pre-construction meeting with the Contractor, COUNTY, regulatory agencies, grant agencies, and utility companies. Periodic meetings shall include daily discussions between the CM or designated representative and the Contractor; weekly meetings between the CM and COUNTY; and meetings scheduled as needed with regulatory agencies, other groups, or agencies. CONSULTANT shall prepare agendas and detailed meeting notes of all meetings and provide these documents to the COUNTY at the next regularly scheduled meeting.

Task 1d. Schedule Review

The CONSULTANT shall review the Contractor's construction schedule, request updates on weekly basis and track delays or accelerations based on actual Contractor operations as defined in the CMP.

Task 1e. Cost Control and Monthly Progress Payments

The CM shall implement necessary procedures for an effective system of cost control to track progress payments, contract change orders, claims and extra work requests. The Construction Manager shall prepare quantities and estimates for monthly progress payments on the 19th of the month, and recommend approval to the COUNTY. CONSULTANT shall maintain cost accounting records (progress payments, CCO status, etc.) in accordance with Placer County DPW Construction Division procedures. The calculations of quantities and documentation shall be in a form approved by the COUNTY.

Task 1f. Contract Modifications and Extra Work, Contract Change Orders, Claims

The CM shall perform the evaluation and administration of all contract modifications, requests for information, change orders, and claims. The CM shall review all requests for merit, perform an independent estimate, and make recommendations to the COUNTY for consideration. All contract modifications, extra work, and contract change orders shall be approved by the COUNTY. If approved, the CM will complete all required documentation to process the change. If the CM receives a notice of claim from the Contractor, the CM shall immediately notify the COUNTY and work toward a timely resolution of the claim with the Contractor. Status of any outstanding claims will be included with the CONSULTANT's weekly report to the COUNTY.

Task 1g. Submittals and Clarifications

The CM shall issue necessary clarifications and interpretations of the Contract Project Documents in response to requests by the Contractor in a manner as described in the CMP. The CM shall also accept and process submittals, including but not limited to shop drawings, product data and product samples. The CM shall draft a list of required submittals in accordance with the project Specification for the County to review. The list shall be submitted to the County no later than 15 days after award of the Contract. The CM shall review those submittals that are appropriate. Submittals requiring review by the COUNTY shall be logged and transmitted for formal review. The following Logs shall be utilized to track submittals: Shop Drawing, Shop Drawing-Resubmit, Shop Drawing-Review, Submittal List. Updated submittal logs shall be made available to the County upon request. The CM shall be responsible for tracking submittals to assure the submittals are reviewed and returned to the Contractor in a timely manner.

Task 1h. Field Inspection

The CONSULTANT shall provide sufficient inspectors to adequately inspect all Contractors' construction work. The CM or inspectors shall provide field observation of Contractor's construction work on a daily basis. The CM or inspectors will review all construction prior to burial, and provide for observation of all tests required to be performed by the Contractor or referenced in the contract documents. CM and field inspectors shall monitor the Contractor's performance from the perspective of quality, cost, and schedule, and shall enforce the requirements of applicable Specifications. Daily Inspection Reports and diaries of Contractor's construction activities shall be completed daily and be available to the Resident Engineer at any time. The CM or designated representative shall compare notes with the Contractor's representative at the end of each day to confirm work that was accomplished or quantities placed.

Daily inspection reports shall include, at a minimum, the following information: the number, classification and hourly summary of activity of Contractor's employees working, material deliveries, number, type and hourly summary of Contractor's equipment on site – both working and not used, weather conditions, discussions with the Contractor, problems and issues dealt with, changes, work completed on the day, itemization of extra work, and any other information necessary to create a satisfactory record of the days activities at the project site in accordance with standard inspection practice. Abnormal occurrences and unforeseen conditions shall be noted in the reports. The CONSULTANT will document special situations by photograph, written record and/or video.

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

Task 1i. Testing

The CONSULTANT shall provide, coordinate and monitor all field and laboratory testing of soils, backfill, structural backfill, aggregate base, asphalt, concrete, and other testing required by law, or the Construction Specifications. Certified technicians shall complete all testing work and all laboratory facilities shall be certified to perform the respective tests and be approved by the COUNTY. The CM will review results of tests, forward copies to the COUNTY as a part of the weekly reports and work with the Contractor to resolve deficiencies or defective work. All test procedures will be in accordance with the Contract Documents and applicable Specifications.

Task 1j. Environmental Mitigation Monitoring (Optional- To be negotiated if needed)

The CONSULTANT shall provide, coordinate and monitor all construction activities for compliance with the mitigation and monitoring plan, all permits, and conditions of approval for the project. Certified technicians shall complete all monitoring work and shall be certified to perform the respective monitoring and be approved by the COUNTY. The CM will prepare mitigation and monitoring reports and forward copies to the COUNTY as a part of the weekly reports and work with the Contractor to resolve deficiencies or defective work.

Task 1k. Hazardous Materials Analysis (Optional- To be negotiated if needed)

The CONSULTANT shall provide, coordinate and monitor all field and laboratory testing of soils for hazardous materials, contaminated soils, or Naturally Occurring Asbestos (NOA). Certified technicians shall complete all testing work and all laboratory facilities shall be certified to perform the respective tests and be approved by the COUNTY. The CM will review results of tests, forward copies to the COUNTY as a part of the weekly reports and work with the COUNTY and Contractor to resolve areas of contamination or NOA. All test procedures will be in accordance with the State Laws, Contract Documents and applicable Specifications.

Task 1l. Construction Survey and construction staking

The CONSULTANT shall provide, coordinate and monitor all field surveying and construction staking. The CONSULTANT will provide all construction staking that is reasonably necessary for the contractor to build the project per the plans and specifications. In addition to providing construction stakes, the CONSULTANT shall perform any survey necessary for measuring quantities, including, but not limited to, bottom of keyway elevations, back slope cross sections, and finish grade cross sections.

Task 1m. Final Completion and Acceptance

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

Task 1n. Other Tasks

As part of the inspection and construction administration activities the CONSULTANT shall include the tasks listed below as part of the overall project activities:

1. Inspect traffic control and erosion control measures as often as necessary to assure activities meet with the approved plans and submittals.
2. Provide community relations outreach effort by providing information on areas to be under construction to COUNTY for publication in newspapers and radio and tracking and resolving community complaints.
3. Inspect existing and proposed structures, landscaping and other improvements within the right-of-way and public easements for damage.
4. Any damage identified shall be documented and tracked until the Contractor repairs the damage to pre-project conditions or to plans and specifications.

5. Review weekly certified payrolls for compliance with State and Federal Wage Rate Requirements. The CONSULTANT shall enforce the requirements of the California Labor Code as they pertain to the Project. The detailed description of the Labor Code requirements are described in Section 7 of the State Standard Specifications. The CONSULTANT shall also review the certified payrolls submitted by the Contractor for full conformance with Section 7 of the State Standard Specifications.
6. Notify the COUNTY of any errors or omissions that are found on the plans or specifications during construction within two working days after such errors are discovered.

Task 1n. Project Closeout

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

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

1. All records, maps, and plans maintained by the CONSULTANT during construction.
2. All approved shop drawings, submittals and manufacturer's literature maintained by the CONSULTANT during the construction project.
3. One complete set of annotated project progress photographs, bound chronologically, and videotapes taken before and during construction.
4. One set of record drawings of field changes in neat red pencil.
5. The original set of all inspection reports, summaries, testing documents, meeting minutes, clarifications, schedules, correspondence and other documents related to the construction work as it was being installed.
6. A set of red line Record Drawings documenting any changes and/or substitutions that have been reviewed for accuracy and completeness by the CONSULTANT and a recommendation for the County to accept the Record Drawings.

IV. CONSULTANT Staffing

The CONSULTANT proposes to use **Keith Flaherty, PE** as the onsite Resident Engineer/Construction Manager and **Steve Tuthill, PE** as the onsite Construction Inspector for this contract. Additional staff and sub-CONSULTANTS are to be brought in on an as-needed basis. The COUNTY maintains the right to request additional staff if, in its opinion, there is inadequate coverage during any phase of the project. In the event

there is a need to substitute key personnel by the CONSULTANT for construction management or inspection responsibility, the CONSULTANT shall only substitute personnel after submitting resumes and obtaining specific written approval by the COUNTY for the replacement staff in these key positions.

The Placer County Director of Public Works shall have the authority to reject the Construction Manager, field inspection personnel, or testing technicians in the event of unsatisfactory performance by said personnel in the opinion of the COUNTY. The CONSULTANT shall provide qualified replacement staff acceptable to the COUNTY. In Addition, COUNTY reserves the right to employ COUNTY personnel to perform any or all portions of construction management, project inspection, materials testing, and/or clerical support in lieu of CONSULTANT's personnel at any time for any reason.

V. Other

The CONSULTANT is not responsible for breaches by the Construction Contractor with the COUNTY, unless such breach is caused or contributed to by the CONSULTANT's negligence or by its failure to perform its obligations under the agreement between the CONSULTANT and the COUNTY. The CONSULTANT will support the COUNTY in any post-completion dispute with the Contractor, rendering reasonable assistance, providing access to its records, but is not required to incur out of pocket costs such as retaining independent experts. CONSULTANT shall be reimbursed at the standard hourly rates in support of post construction disputes for time spent beyond those defined in the cost proposal.

The CONSULTANT and all SUBCONSULTANTS shall comply with California Labor Code Sections 1774, 1775, 1776, and related codes including the submission of certified payroll

EXHIBIT C1

PLACER COUNTY
DEPARTMENT OF PUBLIC WORKS

PROFESSIONAL SERVICES AGREEMENT FOR
CONSTRUCTION MANAGEMENT, INSPECTION AND RELATED SERVICES
FOR THE STATE ROUTE 49 / PLAZA INTERSECTION PROJECT
CONTRACT NO. 1015

PAYMENT SCHEDULE

Payment requests shall be subject to review and approval by Placer County. Each payment request shall provide a breakdown of hours for work activities described in the scope of work performed by the various staff members. All payment requests shall be subject to the overall cap of \$654,000 (\$599,000 with a contract contingency of \$55,000). As provided by the Consultants proposal, the construction management and inspection budget is listed below:

Construction Management & Inspection Budget

	Contract Amount	
Vali Cooper Staff	\$466,500	
Hank Doll, P.E. - Contract Manager	100 Hours	
Keith Flaherty, P.E. - Resident Engineer	1700 Hours	
Steve Tuthill, P.E. - Senior Bridge & Roadway Inspector	1450 Hours	
Ben Moore - Inspector	300 Hours	
Subconsultant Staff		
Blackburn Consulting	\$46,500	
LSA	Optional	\$0
The Tiburon Group		\$11,300
Kleinfelder	Optional	\$0
Carlton Engineering		\$59,000
Total Labor Costs	\$583,300	
NON-LABOR COSTS		
Field Office		\$10,500
Misc. Direct Costs		\$2,300
Project Administration		\$2,900
Total Non-Labor Costs	\$15,700	

Total Contract Amount	\$599,000	
CM Services Agreement Contingency (Approx. 10%)	\$55,000	
Total Agreement Not to Exceed Amount	\$654,000	

Rates listed on in the chart above include all costs for materials, supplies, mobile phone, housing, per diem and miscellaneous equipment used by the Consultant and Subconsultants in the process of their daily activities to meet the requirements and deliverables listed in the scope of work and the approved construction management plan. The rates listed also include any cost differential for night work or overtime work. Rate for billing purposes will be based on a 9-hour day unless otherwise approved in writing by the County.

Total payment shall not exceed \$540,000 without approval by the COUNTY. Budget amounts, as shown, may be reallocated within work items without modification to this agreement, subject to approval by the COUNTY. The CONSULTANT shall not undertake such work without the prior written approval of the COUNTY. Total payments shall not exceed \$599,000 without modification to this agreement signed by both parties.

Upon the Consultant's request, the County will make payment of funds withheld from progress payments pursuant to the requirements of Public Contract Code Section 10261 if the Consultant deposits in escrow with an approved escrow agent or with a bank acceptable to the County, securities eligible for the investment of State or County funds under Government Code Section 16430 or bank or savings and loan certificate of deposit upon the following conditions:

- a) The Consultant shall bear the expense of the County and the escrow agent in connection with the escrow deposit made.
- b) Securities or certificates of deposit to be placed in escrow shall be of a value at least equivalent to the amounts of retention to be paid to the Consultant pursuant to this section.
- c) Consultant shall enter into an escrow agreement satisfactory to the County, which agreement shall include provisions governing inter alia:
 - (1.) the amount of securities to be deposited,
 - (2.) the providing powers of attorney or other documents necessary for the transfer of the securities to be deposited,
 - (3.) conversion to cash to provide funds to meet defaults by the Consultant including, but not limited to, termination of the Consultant's control over the work, or other amounts to be kept or retained under the provision of the agreement,
 - (4.) decrease in the value of the securities on deposit,

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(5.) the termination of the escrow upon completion of the agreement.

