



COUNTY OF PLACER
Community Development Resource Agency

Michael Johnson, Agency Director

**ENGINEERING
&
SURVEYING**

Wes Zicker
Director of Engineering & Surveying

MEMORANDUM

TO: Honorable Board of Supervisors

FROM: Wes Zicker, Director
Department of Engineering and Surveying, Community Development Resource Agency

DATE: April 27, 2010

SUBJECT: Approval of Inter-Agency Funding Agreement--Construction Management and Inspection Services Agreement for the Rock Creek Plaza Project

ACTION REQUESTED:

Approve the Inter-Agency Funding Agreement as attached hereto between the Redevelopment Agency and Placer County and authorize the Community Development Agency Director to execute the agreement and all related documents on behalf of the County.

BACKGROUND:

Placer County entered into a Grant Agreement with the Department of Housing and Community Development to support the costs of public improvements associated with the remodel of the Rock Creek Plaza, located at the corner of Highway 49 and Bell Road in North Auburn. On September 9th, 2008, the County authorized the Placer County Redevelopment Agency (Agency) to act on behalf of the County as project managers for the design and construction management of the public improvements for the Rock Creek Plaza project paid for by the grant funds.

To assist in some of the engineering related aspects of project management, the Agency has adopted a strategy of entering into agreements with various County departments on construction and maintenance projects they undertake. As such, the Agency has requested to enter into an agreement with the Placer County to obtain the services of the Engineering and Surveying Department for construction management and inspection services of the Rock Creek Plaza project. The services being requested are for construction management, inspection and testing for paving, curbs, sidewalks and landscaping within the County and State rights-of-way of Quartz Drive, Bell Road and State Route 49 along the project's frontages.

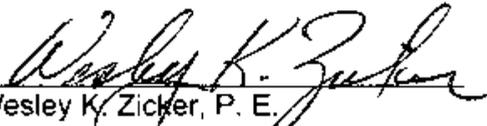
ENVIRONMENTAL:

In compliance with the California Environmental Quality Act (CEQA), on August 2, 2007, the County prepared and adopted a Mitigated Negative Declaration for the Project which project description included the subject public improvements.

FISCAL IMPACT: None to the General Fund. The agreement provides compensation for the time spent by ESD staff. Funding is provided to the Agency through the approved Community Development Block Grant (CBGB).

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Respectfully submitted,


Wesley K. Zicker, P. E.
Director Engineering & Surveying Department

Attached to this report for the Board's information/consideration are:

Attachments: Rock Creek Plaza Construction Management and Inspection Services Agreement

Agreement No.: 2009/2010-05

Agreement Description: Rock Creek Plaza Construction Management and Inspection Services

INTER-AGENCY FUNDING AGREEMENT
(Rock Creek Plaza Construction Management and Inspection Services)

THIS INTER-AGENCY Funding AGREEMENT (this "**Agreement**") is entered into effective as of _____ ("**Effective Date**") by and between Placer County Redevelopment Agency, a public body corporate and politic ("**Agency**") and Placer County, a political subdivision of the State of California ("**County**") by and through its Community Development Resource Agency, Engineering and Surveying Department ("**ESD**"). Agency and County are hereinafter referred to collectively as the "**Parties**."

RECITALS

A. Agency and County desire to implement the Rock Creek Plaza project (the "**Project**"). The Project consists of those road improvements located within the State right-of-way and County right-of-way including sidewalk and landscaping improvements along those areas.

B. The Project is located in and directly adjacent to the North Auburn Redevelopment Project Area (the "**Project Area**"). The Agency has determined that the Project will be of benefit to the Project Area because it will assist with improving pedestrian, bicycle and vehicular access and circulation. Sidewalks will be installed along State Highway 49 where none currently exist to improve pedestrian safety and mobility. The Project is of benefit to the Project Area and supports commercial development and vehicular access along Highway 49.

C. Pursuant to the terms and conditions set forth herein, the County Engineering and Surveying Department ("**ESD**") has agreed to provide construction management and construction inspection services for the Project, and the Agency has agreed to pay for staff time and approved overhead charges for the ESD staff listed in this Agreement.

D. ESD shall commit to meeting all the terms of this Agreement and staffing the Agency Project appropriately as mutually agreed.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Responsibilities of the Parties

ESD shall have full responsibility for Construction Management and Inspection as outlined in Exhibit A and Exhibit B.

The principal contacts for the Parties shall be the following:

Agency: Michele Kingsbury, Senior Redevelopment Specialist
3091 County Center Drive, Suite 260
Auburn, CA 95603
Phone: (530) 745-3157

ESD: Dan Dottai, Manager
Community Development Resource Agency
Engineering and Surveying Department
3091 County Center Drive
Auburn, CA 95603
Phone: (530) 745-7528

2. Funding Sources and Reimbursement

Without limiting the generality of the foregoing, the Parties acknowledge and agree that unless otherwise expressly agreed upon in writing, the Agency shall have no obligation to provide funding to ESD pursuant to this Agreement in excess of fifty - five thousand dollars (\$55,000) and as detailed in Exhibit C. Unapproved expenditures outside of or above those shown in Exhibit C shall be the sole responsibility of ESD. Agency shall reimburse ESD utilizing Journal Vouchers within thirty (30) days following Agency receipt of ESD invoices submitted monthly and accompanied by such documentation as Agency may reasonably require. ESD invoices shall identify the time period covered by the invoice, a description of the work performed, and the costs incurred.

All direct expenses that are not included in the overhead rate for each individual shall comply with the requirements of the Federally Reimbursable Direct Expenses as specified by the Federal Department of General Services (www.gsa.gov). Any direct expenses that are not reimbursable or are above the federally reimbursable amount shall not be reimbursed by the various projects.

ESD shall bill the Agency for the Direct Labor charges in accordance with applicable Federal Codes for the Project. Additional overhead accrued in conjunction with the Project may be recovered through gaining approval through Project funding source approval. This approval will solely be subject to ESD's

efforts and the Agency will not be subject to any overhead reimbursement to ESD under this Agreement.

3. Records, Audits.

ESD will maintain throughout the term of this Agreement (as defined in Section 7.1), and for four (4) years thereafter complete detailed records regarding all work on the Project and all work performed pursuant to this Agreement. ESD shall submit monthly billing reports to Agency, indicating the time period covered by the invoice, a description of the work performed, and costs incurred. Upon reasonable notice, Agency shall have the right to audit or inspect such records. ESD agrees to cooperate in any audit or inspection conducted by Agency or Project funding sources. ESD shall turn over to the Agency at the completion of the project all Project records for Agency retention.

4. Insurance Requirements

It is agreed that Agency and County shall each maintain at all times during the performance of this Agreement insurance coverage or self-insurance in the amount of not less than One Million Dollars (\$1,000,000) to cover all of its operations, including general liability, automobile liability, and workers' compensation.

5. Indemnity

County shall indemnify, defend and hold harmless Agency and its elected and appointed officials, employees, agents and contractors (collectively, "**Indemnities**") from and against any and all loss, liability, cost, claim, cause of action, demand, judgment, expense, (including reasonable attorneys' fees) or damage (collectively "**Claims**") arising from or related to County's performance or failure to perform its obligations pursuant to this Agreement, except to the extent the same are attributable to the gross negligence or willful misconduct of the Indemnities.

Agency shall indemnify, defend and hold harmless County and its elected and appointed officials, employees, agents and contractors (collectively, "**County Indemnities**") from and against any and all Claims arising from or related to Agency's performance or failure to perform its obligations pursuant to this Agreement, except to the extent the same are attributable to the gross negligence or willful misconduct of County Indemnities.

To the maximum extent permitted by law, County shall require all consultants and contractors engaged in design, construction management, construction or other work on the Project to indemnify, defend and hold harmless the Indemnities and the County Indemnities from all Claims arising from or related to the design or construction of the Project.

This Section 5 shall survive the expiration or earlier termination of this Agreement.

6. Events of Default; Remedies

An Event of Default under this Agreement shall occur if a Party fails to fulfill or perform any obligation required to be fulfilled or performed by such Party hereunder and the failure of such Party to cure such default within thirty (30) days after receipt of written notice thereof (or in the case of a default that cannot be reasonably cured within such period, the failure to commence to cure such default within thirty (30) days and thereafter to proceed with due diligence to cure such default). Upon the occurrence of an Event of Default hereunder, the non-breaching Party may initiate mediation of the controversy, claim, or dispute in accordance with the rules and procedures of the American Arbitration Association, and the other Party shall participate in good faith. The Parties shall bear the cost of the mediation equally and each shall pay its own attorneys' fees and expenses in such mediation. If the Parties are unable to mediate successfully, the non-breaching Party may take any action available to it in law or in equity, including without limitation, pursuit of an order for specific performance. The remedies afforded hereunder are cumulative. Failure to provide notice of any default shall not constitute a waiver of such default. It is expressly understood and agreed that no breach of this Agreement shall entitle either Party to cancel, rescind or otherwise terminate this Agreement. The foregoing limitation shall not affect, in any manner, any other right or remedy which either Party may have by reason of any breach of this Agreement.

7. Miscellaneous

7.1 Term of this Agreement. The term of this Agreement shall commence on the Effective Date and unless sooner terminated pursuant to the terms hereof, shall expire sixty (60) days after the recordation of a Notice of Completion for the Project and the payment by Agency of all sums payable by Agency to ESD hereunder.

7.2 Notices. Except as otherwise specified herein, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other parties in accordance with this Section. All such notices shall be sent by:

(i) personal delivery, in which case notice is effective upon delivery;

(ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt;

(iii) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service;

(iv) facsimile transmission, in which case notice shall be deemed delivered upon transmittal, provided that (a) a duplicate copy of the notice is promptly delivered by first-class or certified mail or by overnight delivery, or (b) a transmission report is generated reflecting the accurate transmission thereof. Any notice given by facsimile shall be considered to have been received on the next business day if it is received after 5:00 p.m. recipient's time or on a non-business day.

AGENCY:

Placer County Redevelopment Agency
3091 County Center Drive, Suite 260
Auburn, CA 95603
Attn: Jim LoBue, Deputy Director Redevelopment
Phone: (530) 745-3156
Fax: (530) 745-3152

COUNTY:

Community Development Resource Agency
Engineering and Surveying Department
3091 County Center Drive
Auburn, CA 95603
Attn.: Wes Zicker, Director
Phone: (530) 745-7528
Fax: (530) 745-7527

7.3 Governing Law, Venue. This Agreement is subject to the laws and jurisdiction of the State of California. In the event that any court action should be brought in conjunction with this Agreement, it shall be subject to interpretation under the laws of the State of California and any legal proceedings shall be brought under the jurisdiction of the Superior Court of Placer County, State of California. The parties hereby waive any federal court removal and / or jurisdiction rights that they may have.

7.4 Severability. If any term, provision, covenant or condition contained in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement shall continue in full force and effect.

7.5 Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, and all of which taken together shall constitute one and the same instrument.

7.6 Amendments. Unless otherwise stated herein, this Agreement may be modified or amended, in whole or in part, only by an instrument in writing, executed and acknowledged by the Parties.

7.7 Captions; Construction. The section headings used in this Agreement are for convenience only and are not intended to affect the interpretation or construction of the provisions herein contained. The Parties acknowledge that this Agreement is the product of negotiation and compromise on the part of both Parties, and the Parties agree, that since both Parties have participated in the negotiation and drafting of this Agreement, this Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it. In construing the provisions of this Agreement and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

7.8 Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior oral and written agreements with respect thereto.

7.9 No Third Party Beneficiaries. This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any rights in any person not a party hereto.

7.10 Further Assurances. The Parties agree to execute, acknowledge and deliver to the other such other documents and instruments, and to undertake such other actions, as either shall reasonably request as may be necessary to carry out the intent of this Agreement.

7.11 Due Authorization. Each Party represents and warrants that such Party's execution, performance and delivery of this Agreement has been duly authorized by all requisite actions on the part of such Party, and that the person(s) executing this Agreement on behalf of such Party have been duly authorized to do so.

7.12 No Assignment. This Agreement may not be assigned in whole or in part absent the prior written consent of the Parties.

7.13 No Waiver. No waiver of, acquiescence in or consent to any breach of any term, covenant or condition hereof shall be construed as, or constitute a waiver of, acquiescence in, or consent to, any other, further or succeeding breach of the same or any other term, covenant or condition.

7.14 Compliance with Laws. The Parties agree to comply with all applicable federal and state statutes and regulations and County Code and ordinances.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

AGENCY:

PLACER COUNTY REDEVELOPMENT AGENCY, a public body, corporate and politic

By: _____
Thomas M. Miller
Redevelopment Director

COUNTY:

PLACER COUNTY, a political subdivision of the State of California

Community Development Resource Agency

By: _____
Michael J. Johnson
Agency Director

Approved As to Form

Scott Finley, Supervising Deputy County Counsel

Karin Schwab, Agency Counsel

Exhibit A

Scope of Services - General

Level of Commitment

ESD shall commit to meeting all of the terms of this Agreement and staffing of the Agency Project appropriately as mutually agreed and subject to performance criteria as specified below .

For construction management and inspection, the level of effort and commitment for the Agency Project is a minimum estimate and shall not relieve ESD from providing staff on the Agency Project so that they are assigned at **ALL** times while the contractor is working. Overtime, MTO, and County Holidays shall not preclude ESD staff from being present while the contractor is working. However, it is the Agency's understanding that the Agency will facilitate on behalf of ESD any necessary approval through CEO's office for overtime work and/or work on MTO days or County Holidays.

Performance

If issues arise with performance expectations and/or time commitments being less than satisfactory, the Agency and ESD will discuss and make corrections as appropriate. In the end, the Agency reserves the right to discontinue utilizing ESD staff if corrections cannot be made to the Agency's satisfaction. It is the Agency's desire to work proactively with ESD to build and maintain a solid inter-agency relationship through the use of ESD staff services on various capital improvement projects

Staff Preferences

For the construction manager, the Agency and ESD mutually agree to staffing consisting of any of the three following staffers, in whole or in some combination thereof, Dan Dottai, Engineering Manager, Rebecca Taber, Senior Civil Engineer, and Sarah Gillmore, Associate Civil Engineer, and for the construction inspector, the Agency and ESD mutually agree to staffing consisting of any of the three following staffers, in whole or in some combination thereof, Paul Amaral, Engineering Technician II, Terry Warwick, Engineering Technician II, and Anne Wilcox, Engineering Technician II. If other staff is proposed, the Agency requests a consultation to ensure that those staff person(s) fulfill the qualifications and experience desired.

Job Duties:

Construction Management and Inspection

ESD staff will provide construction management services for the Agency Project and will inspect all construction work for the Agency Project where inspection services are required.

Use of County vehicles by ESD staff will be similar to how they use them for other County service-related functions.

Progress Reports

ESD will keep the Agency staff informed regarding the progress of construction on the various projects and will provide timely reports to the Agency as requested. The Agency and ESD staff will conduct project status meetings on a monthly basis, or more frequently if reasonably necessary. The principal contacts for the departments will be the following:

Agency: Michele Kingsbury, Senior Redevelopment Specialist

ESD: Sarah Gillmore, Associate Civil Engineer

Time Period

For construction management and inspection tasks, the Agency anticipates ESD staff to start work as soon as April 2010 and complete efforts no later than November 2010.

If desired and determined necessary, the indicated time periods can be modified by mutual agreement between the departments.

EXHIBIT B

Scope of Services – Project Detail

Items of Work

The Agency contracts with ESD to provide all required construction engineering services necessary for project inspection, review of materials testing results, and construction management services. The intent of this contract is to have ESD provide a Construction Manager for management of inspection, review of materials testing results, with a possibility of ESD providing materials testing services to be the subject of a separate agreement, and construction management services. The work product shall meet the minimum requirements identified in this exhibit

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

Task 1: Constructability Review

Time permitting, perform a constructability review of the PS & E package. The scope includes:

- Review the PS & E package with special emphasis placed on construction staging, traffic handling/detours and measurement and payment.
- Endeavor to identify cost and schedule savings.
- Provide written constructability review comments.
- Meet with Designer and/or the agency to discuss review comments/utility coordination.
- Review Designer responses to the constructability review comments and follow up as necessary.

Task 2: Construction Management, Field Inspection, and Materials Testing

The intent of this scope of work is to set forth the requirements and responsibilities of ESD for construction management, inspection, review of materials testing results, verification of said items, and recommendation for acceptance of improvements of the proposed Project to assure consistent and satisfactory quality of such improvements in accordance with the approved construction documents.

ESD will provide a Construction Manager (CM) to perform construction administration oversight and inspection services during the construction of the Agency project. All ESD staff shall work under the supervision of Dan Dottai. These services will encompass serving as the Agency's Resident Engineer to

the Construction Contractor(s) with regard to activities at the construction site and will report to the Agency's Project Manager. The ESD Construction Manager shall be a licensed Professional Civil Engineer Registered in the State of California.

The services will include documentation of pre-construction site conditions, interpretation of and Contractor's conformance to the project plans, specifications, contract documents and regulatory permits. The CM will assess the acceptability of the Contractor's work by visual observation, photo and video documentation and all applicable soil and material testing. When necessary, the CM shall issue Notices of Non-Compliance and/or take other action to ensure correction of deficiencies. If safety violations are observed, the CM shall take appropriate action to attempt correction. The CM 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 services shall be completed as described in the Caltrans Construction Manual. The CM shall perform it's 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 Surveying Manual
- California Manual of Uniform Traffic Control Devices
- Public Works Inspectors Manual, 4th Edition

Task 2a. Construction Management Plan (CMP)

The CM shall prepare a Construction Management Plan for the project for Agency approval. The plan shall indicate the standards and level of effort that the ESD staff will adhere to during all phases of this work and describe deliverables to be received by the Agency. 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 are currently being performed, behind schedule unresolved deficiencies and defective work, outstanding change order and status of claims.

Task 2b. Documentation of Pre-Construction Conditions

The CM shall documents 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

Task 2c. Meetings

Anticipated meetings include pre-construction meetings with the Contractor, the Agency, 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 contractor, CM and Agency; and meetings scheduled as needed between the Construction Manager and regulatory agencies or other groups or agencies. The CM shall prepare detailed notes of all meetings with the Contractor and provide these notes to the Agency Project Manager at the next regularly scheduled meeting as defined in the CMP.

Task 2d. Schedule Review

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

Task 2e. 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 Agency Project Manager as defined in the approved CMP. The CM shall have a binder for all bid item quantity calculations for each progress pay estimate.

Task 2f. 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 in accordance with the CMP. The CM shall review all requests for merit, perform an independent estimate, and make recommendations to the Agency Project Manager for consideration. All contract modifications, extra work and contract change orders shall be approved by the Agency Project Manager. Once approved, the CM will prepare final change order documents for signature and processing. If the CM receives a notice of claim from the Contractor, the CM shall immediately notify the Agency Project Manager and work toward a timely resolution of the claim with the Contractor. Status of any outstanding claims will be included with the CM's weekly report to the Agency.

Task 2g. 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 review those submittals that are appropriate. Submittals requiring review by the Agency Project Manager or Design Engineer shall be logged and transmitted for formal review. The CM shall be responsible for tracking submittals to assure the submittals are reviewed and returned to the Contractor in a timely manner.

Task 2h. Field Inspection

The CM shall provide sufficient inspectors to adequately inspect all Contractor's 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 reports. The Contractor will document special situations by photograph, written record and/or video.

The CM shall prepare and submit written weekly reports to the Agency Project Manager describing updates or project progress, percent of work completed, percent of funds expended, listing of change orders, and community relations issues. All outstanding deficiencies 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 2i. Testing

The agency reserves the right to utilize Consulting firms to perform materials testing services. However, with prior approval, ESD materials testing personnel may be utilized to perform the testing if they meet the appropriate qualifications and are available to commit to an entire construction project.

Task 2j. Final Completion and Acceptance

After the project is substantially complete, the CM will schedule a walk-through with the Agency Project Manager 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 CM will deliver a statement to the Agency indicating that to the best of their 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 recommends acceptance.

Task 2k. Other Tasks

As part of the inspection and construction administration activities the CM 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 the Agency 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 plans and specifications.
5. Review weekly certified payrolls for compliance with State and Federal Wage Rate Requirements. Agency staff will assist ESD in completing the required paperwork to insure payroll compliance.
6. Notify the Resident Engineer 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 2l. Project Closeout

The CM will submit to the Agency Project Manager, the following close out items:

1. All records, maps, and plans maintained by the Project Engineer during construction.
2. All approved shop drawings, submittals and manufacturer's literature maintained by the Project Engineer 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 Record Drawings, prepared by the Engineer of Record that have been reviewed for accuracy and completeness by the CM and a recommendation for the Agency to accept the Record Drawings.

ESD Staffing

ESD proposes to use staff as specified in Exhibit A . The Agency 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 ESD for project management or primary inspection responsibility, ESD shall only substitute personnel after submitting resumes and obtaining specific written approval by the Agency for the replacement staff in these key positions.

In addition, the Agency reserves the right to employ CONSULTANT personnel to perform any or all portions of construction management, project inspection, materials testing, and/or clerical support in lieu of ESD's personnel at any time if the Agency feels that that services are less than satisfactory.

Exhibit C

Budget

EMPLOYEE CATEGORY	EMPLOYEE NAME	HOURLY RATE	ESTIMATED BUDGET
<i>Construction Management</i>			See total budget below
Engineering Manager	Dan Dottai	\$91.15	
Senior Engineer	Rebecca Taber	\$73.55	
Associate Engineer	Sarah Gillmore	\$63.54	
<i>Inspections</i>			See total budget below
Engineering Technician, II	Paul Amaral	\$48.64	
Engineering Technician II	Anne Wilcox	\$48.64	
Engineering Technician II	Terry Warwick	\$51.07	
Subtotal			\$50,000
Contingency (10%)			\$5,000
Total			\$55,000

ESD staff shall only bill the Agency for actual work performed for the Project and pursuant to the terms set forth in the Agreement.