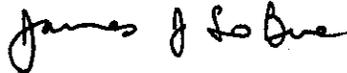


PLACER COUNTY

REDEVELOPMENT AGENCY

MEMORANDUM

TO: Honorable Members of the Redevelopment Agency Board
FROM: Thomas M. Miller, Director
James LoBue, Deputy Director 
DATE: August 9, 2011
SUBJECT: Professional Services Agreement for Construction Management, Inspection, Materials Testing, and Related Services for the North Auburn Highway 49 Streetscape Project, Contract No. CN000834

ACTION REQUESTED

Adopt a resolution authorizing the Redevelopment Agency Director or his designee to execute a Professional Services Agreement with Blackburn Consulting in an amount not to exceed \$101,442 for construction management, inspection, materials testing and related services for the North Auburn Highway 49 Streetscape Project, and authorizing the Director or his designee to execute, as needed, contract amendments for additional professional services in an amount not to exceed in total 10% of the contract amount.

BACKGROUND

The North Auburn Highway 49 Streetscape Improvements Phase I project includes new sidewalks, landscape, and other related improvements on the east side of Highway 49 between New Airport Road and Education Street. Design for this project is now complete and construction bidding documents are ready to be advertised. The Agency will need a construction manager with technical expertise to inspect and oversee the construction work, conduct materials testing, manage progress payments, and ensure compliance with local and state regulations.

The Agency issued a Request for Proposals (RFP) for construction management services, and received nine responses. After evaluation, Blackburn Consulting was selected as the highest rated team. Blackburn has extensive experience in construction management for similar projects, including several Placer County public works and streetscape projects.

ENVIRONMENTAL STATUS

A Mitigated Negative Declaration was prepared in compliance with the California Environmental Quality Act for the Phase I project and was adopted by the Agency Board on July 13, 2010. The Notice of Determination was posted July 21, 2010. The Agency also undertook review pursuant to the National Environmental Policy Act which resulted in a determination of Categorically Excluded from and the review was certified May 17, 2010.

FISCAL IMPACT

Phase I construction management costs will be financed with already budgeted tax increment and tax allocation bond proceeds from the North Auburn Redevelopment Project Area.

Attachment: Resolution

Map

Professional Services Agreement on file for review with the Clerk of the Board

cc: Karin Schwab, Agency Counsel

**Before the Placer County
Redevelopment Agency Board of Directors
State of California**

In the matter of:

Authorizing the Redevelopment Agency Director or his designee to execute a Professional Services Agreement with Blackburn Consulting in an amount not to exceed \$101,442 for construction management, inspection, materials testing, and related services for the North Auburn Highway 49 Streetscape Project, and authorizing the Director or his designee to sign contract amendments for additional professional services not to exceed in total 10% of the contract amount

Resol. No:.....

Ord. No:.....

First Reading:

The following Resolution was duly passed by the Redevelopment Agency Board 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**

Chair, Agency Board

WHEREAS, the Redevelopment Plan for the North Auburn Redevelopment Project Area (Project Area) was adopted by the Placer County Board of Supervisors on June 24, 1997 by Ordinance No. 4832-B and as subsequently amended from time to time;

WHEREAS, the Redevelopment Agency (Agency) is responsible for administering the Redevelopment Plan to effectuate redevelopment efforts within the Project Area;

WHEREAS, the Agency Board has determined the proposed Highway 49 Streetscape Master Plan would contribute to the Agency's achievement of the redevelopment goals including the removal of blight, improvement of substandard infrastructure, and support for the local business community;

WHEREAS, without redevelopment assistance, the proposed improvements would not occur or be significantly delayed;

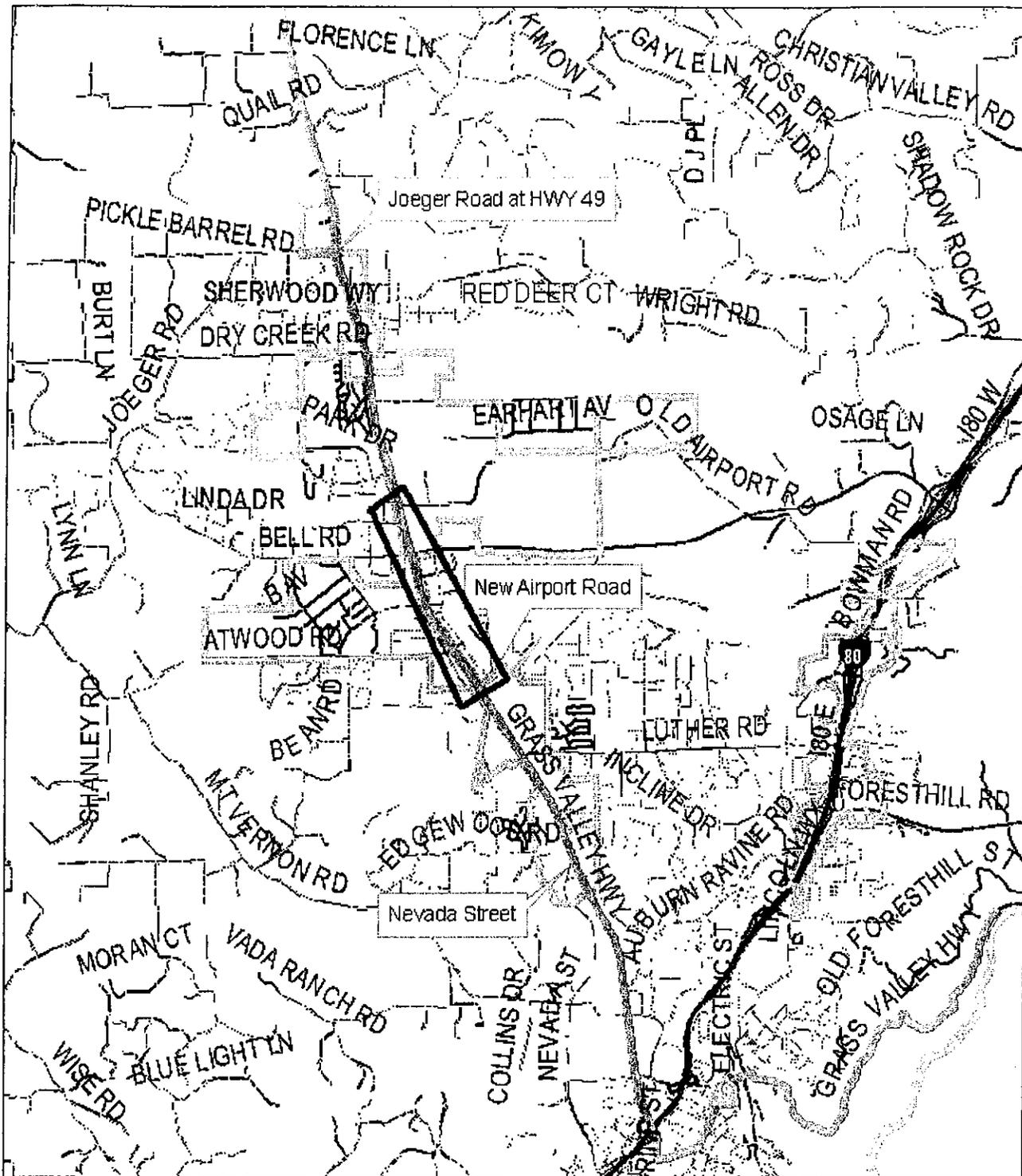
WHEREAS, the Agency desires to enter into a Professional Services Agreement (Agreement) with Blackburn Consulting, in a not to exceed amount of \$101,442 and also execute, as needed, in total 10% contingency to cover unforeseen expenses; and

WHEREAS, in compliance with the California Environmental Quality Act, on July 13, 2010, the Agency prepared and adopted a Mitigated Negative Declaration for the proposed physical improvements of the Project. The Notice of Determination was posted July 21, 2010. A review under the National Environmental Policy Act resulted in a determination of Categorically Excluded was certified May 17, 2010.

NOW, THEREFORE, BE IT RESOLVED that the Redevelopment Director or designee is authorized to execute a Professional Services Agreement with Blackburn Consulting, in a not to exceed amount of \$101,442.

BE IT FURTHER RESOLVED, that the Redevelopment Director or designee is authorized to amend the Agreement, as needed, up to an additional in total 10% of the contract amount.

BE IT FURTHER RESOLVED, by the Agency Board that this Resolution shall become effective immediately upon adoption.



Phase 1 

**Highway 49 Streetscape Project
 Master Plan Boundaries
 Joeeger Road to Nevada Street
 Phase 1 of Project
 Education Street to New Airport Road**



CONTRACT/AGREEMENT
FOR REVIEW ONLY AT
THE CLERK OF THE BOARD

Consultant: Blackburn Consulting
Project: Highway 49 Streetscape
Administering Agency: Placer County Redevelopment Agency
Contract No. CN000834
Contract Description: Project Inspection, Materials Testing, and Construction Management Services

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made at Auburn, California, as of _____, (**Date**) by and between the Placer County Redevelopment Agency, ("Agency"), and Blackburn Consulting ("Consultant"), who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the services described in Exhibit A. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment.** Agency shall pay Consultant for services rendered pursuant to this Agreement at the time and in the amount set forth in Exhibit A and B, up to a maximum of **One hundred one thousand four hundred forty-two dollars and no cents (\$101,442.00)**. The payment specified in Exhibit B shall be the only payment made to Consultant for services rendered pursuant to this Agreement. This amount is the initial authorization, and additional expenditures, if any, may be authorized by the Agency when requested in advance and approved in writing. Consultant shall submit all billings for said services to Agency in the manner specified in Exhibit A; or, if no manner be specified in Exhibit A, then according to the usual and customary procedures which Consultant uses for billing clients similar to Agency.
3. **Facilities, Equipment and Other Materials, and Obligations of Agency.** Consultant shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.
4. **Exhibits.** All exhibits referred to herein are attached hereto and by this reference incorporated herein.
5. **Time for Performance.** Time is of the essence, and, subject to Consultant's compliance with Exhibit C and to the provisions of Paragraph 8 of this Agreement. Failure of Consultant to perform any services within the time limits set forth in Exhibit A shall constitute material breach of this contract. Contract shall expire **June 30, 2012**.

6. **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of the Agency. Agency shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement. Agency shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement.
7. **Licenses, Permits, Etc.** Consultant represents and warrants to Agency that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant represents and warrants to Agency that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for Consultant to practice its profession at the time the services are performed.
8. **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Consultant's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.
9. **Hold Harmless and Indemnification Agreement.** As to claims alleged to arise from CONSULTANT'S professional services, CONSULTANT hereby agrees to indemnify, and hold PLACER COUNTY and AGENCY free and harmless from any and all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, reimbursement of reasonable legal fees and all other expenses incurred by PLACER County or AGENCY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the COUNTY or AGENCY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of the contract or agreement (collectively "claims") but only to the extent that the above are caused by negligent acts, errors, omissions, or willful misconduct of the CONSULTANT. This provision is not intended to create any cause of action in favor of any third party against CONSULTANT or the COUNTY or AGENCY or to enlarge in any way the CONSULTANT'S liability but is intended solely to provide for indemnification of PLACER COUNTY and AGENCY from liability for damages or injuries to third persons or property to the extent caused by CONSULTANT'S negligent performance pursuant to this contract. CONSULTANT's defense obligations under this indemnity paragraph include only those reasonable defense costs incurred to the extent of Consultant's actual indemnity obligations hereunder.

As to claims other than those alleged to arise from CONSULTANT'S professional services, CONSULTANT hereby agrees to protect, defend, indemnify, and hold PLACER COUNTY and AGENCY free and harmless from any and all losses, claims,

liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by PLACER COUNTY or AGENCY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the COUNTY or AGENCY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of the contract or agreement (collectively "claims") to the extent that the above are caused by negligent acts, errors, omissions, or willful misconduct of the CONSULTANT. CONSULTANT'S obligation shall include the duty to defend PLACER COUNTY and AGENCY as set forth in California Civil Code, Section 2778 and 2782.5 This provision is not intended to create any cause of action in favor of any third party against CONSULTANT or the COUNTY or AGENCY or to enlarge in any way the CONSULTANT'S liability but is intended solely to provide for indemnification of PLACER COUNTY and AGENCY from liability for damages or injuries to third persons or property arising from CONSULTANT'S performance pursuant to this contract or agreement.

As used above, the term PLACER COUNTY means the County of Placer, its officers, agents, employees, and volunteers. AGENCY means the Placer County Redevelopment Agency, its officers, agents, employees, and volunteers.

10. **Insurance.** Consultant shall file with Agency concurrently herewith a Certificate of Insurance, in companies acceptable to Agency, with a Best's Rating of no less than A-V showing.
11. **Worker's Compensation and Employers Liability Insurance.** Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to Consultant's employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the Agency."

Consultant shall require all subcontractors to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the Agency upon demand.

12. General Liability Insurance.

A. Comprehensive General Liability or Commercial General Liability insurance shall be provided covering all operations by or on behalf of Consultant, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

(1) Contractual liability insuring the obligations assumed by Consultant in this Agreement.

B. One of the following forms is required:

- (1) Comprehensive General Liability;
- (2) Commercial General Liability (Occurrence); or
- (3) Commercial General Liability (Claims Made).

C. If Consultant carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

- One million dollars (\$1,000,000) each occurrence
- Two million dollars (\$2,000,000) aggregate

D. If Consultant carries a Commercial General Liability (Occurrence) policy:

(1) The limits of liability shall not be less than:

- One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
- One million dollars (\$1,000,000) for Products-Completed Operations
- Two million dollars (\$2,000,000) General Aggregate

(2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

E. Special Claims Made Policy Form Provisions:

Consultant shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of Agency, which consent, if given, shall be subject to the following conditions:

(1) The limits of liability shall not be less than:

→One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)

→One million dollars (\$1,000,000) aggregate for Products Completed Operations

→Two million dollars (\$2,000,000) General Aggregate

(2) The insurance coverage provided by Consultant shall contain language providing coverage up to six (6) months following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

13. Endorsements.

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

A. "The Placer County Redevelopment Agency and County, its officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."

B. "The insurance provided by the Consultant, including any excess liability or umbrella form coverage, is primary coverage to the Placer County Redevelopment Agency and County with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the Agency or County shall be called upon to contribute to a loss."

C. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the Placer County Redevelopment Agency and County."

14. Automobile Liability Insurance.

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

15. Professional Liability Insurance (Errors & Omissions).

Professional Liability Insurance for Errors and Omissions coverage shall be provided in the amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence and two million dollars (\$2,000,000) aggregate.

If Consultant sub-contracts in support of Consultant's work provided for in the agreement, Professional Liability Insurance for Errors shall be provided by the subcontractor in an amount not less than one million dollars (\$1,000,000) in aggregate.

The insurance coverage provided by the Consultant shall contain language providing coverage up to six (6) months following completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.

16. **Consultant Not Agent.** Except as Agency may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of Agency in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind Agency to any obligation whatsoever.
17. **Assignment Prohibited.** Consultant may assign its rights and obligations under this Agreement only upon the prior written approval of Agency, said approval to be in the sole discretion of Agency.
18. **Personnel.**
 - A. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that Agency, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Consultant to perform services pursuant to this Agreement, including those members of the Project Team as explained below, Consultant shall remove any such person immediately upon receiving notice from Agency of the desire of Agency for removal of such person or persons.
 - B. Notwithstanding the foregoing, if specific persons are designated as the "Project Team" in Exhibit A and B, Scope of Services, Consultant agrees to perform the work under this agreement with those individuals identified. Reassignment or substitution of individuals or subconsultants named in the Project Team by Consultant without the prior written consent of Agency shall be grounds for cancellation of the agreement by Agency, and payment shall be made pursuant to Paragraph 15 Termination only for that work performed by Project Team members.
19. **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. All products of whatsoever nature which Consultant delivers to Agency pursuant to this Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Consultant's profession.

20. **Termination.**

- A. Agency shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to Consultant. In the event Agency shall give notice of termination, Consultant shall immediately cease rendering service upon receipt of such written notice, pursuant to this Agreement. In the event Agency shall terminate this Agreement:
- 1) Consultant shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
 - 2) Agency shall have full ownership and control of all such writings delivered by Consultant pursuant to this Agreement.
 - 3) Agency shall pay Consultant the reasonable value of services rendered by Consultant to the date of termination pursuant to this Agreement not to exceed the amount documented by Consultant and approved by Agency as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the agreement specified in Exhibit A, and further provided, however, Agency shall not in any manner be liable for lost profits which might have been made by Consultant had Consultant completed the services required by this Agreement. In this regard, Consultant shall furnish to Agency such financial information as in the judgment of the Agency is necessary to determine the reasonable value of the services rendered by Consultant. The foregoing is cumulative and does not affect any right or remedy which Agency may have in law or equity.
- B. Consultant may terminate its services under this Agreement upon thirty (30) working days' advance written notice to the Agency.

21. **Non-Discrimination.** Consultant shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.

22. **Records.** Consultant shall maintain, at all times, complete detailed records with regard to work performed under this agreement in a form acceptable to Agency, and Agency shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms of this agreement, no payments shall be made to Consultant until Agency is satisfied that work of such value has been rendered pursuant to this agreement. However,

Agency shall not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.

23. **Ownership of Information.** All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of Agency, and Consultant agrees to deliver reproducible copies of such documents to Agency on completion of the services hereunder. The Agency agrees to indemnify and hold Consultant harmless from any claim arising out of reuse of the information for other than this project.
24. **Waiver.** One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Agreement shall not operate as a waiver of any subsequent breach or default by the other party.
25. **Conflict of Interest.** Consultant certifies that no official or employee of the Agency, nor any business entity in which an official of the Agency has an interest, has been employed or retained to solicit or aid in the procuring of this agreement. In addition, Consultant agrees that no such person will be employed in the performance of this agreement without immediately notifying the Agency.
26. **Entirety of Agreement.** This Agreement contains the entire agreement of Agency and Consultant with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party which is not contained in this Agreement shall be binding or valid.
27. **Notification.** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

AGENCY: Placer County Redevelopment Agency
 Attn: Jim LoBue
 3091 County Center Drive, Suite 260
 Auburn, CA 95604-7096 (Project Inquiries)
 P.O. Box 7096, Auburn CA 95604-7096 (Accounts Payable)
 Phone: (530) 745-3150 Fax: (530) 745-3152

CONSULTANT: Blackburn Consulting
 Attn: Tom Blackburn, Principal
 11521 Blocker Drive, Suite 110
 Auburn, CA 95603
 Phone: (530) 887-1494 Fax: (530) 887-1495

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

28. **Governing Law.** This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California, and Consultant hereby expressly waives those provisions in California Code of Civil Procedure §394 that may have allowed it to transfer venue to another jurisdiction.

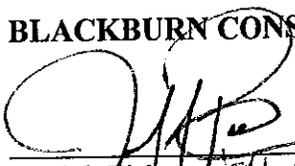
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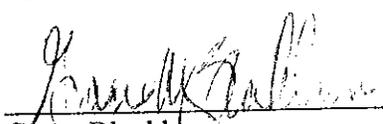
Executed as of the day first above stated:

PLACER COUNTY REDEVELOPMENT AGENCY

By: _____
Thomas M. Miller
Redevelopment Director

BLACKBURN CONSULTING

By:  _____
Name: ~~Patrick Fisher~~ *Debbie Patton*
Title: Vice President

By:  _____
Name: Grace Blackburn
Title: CFO and Secretary

Approved As to Form

Karin Schwab, Agency Counsel

*Agreement must be signed by two corporate officers if a corporation; one must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation.

EXHIBIT A

SCOPE OF SERVICES

Pre-Construction Services

- **Site:** Blackburn Consulting Inc. (BCI) will review the site along Highway 49, between New Airport Road and Education Street, to become familiar with working conditions in and around the Hwy-49 corridor.
- **Plans and Specifications:** BCI is performing a constructability review of the plans specifications and engineer's cost estimate under as separate agreement. This will allow them to anticipate construction sequences, activities and potential problem areas.
- **Construction Management Plan (CMP):** BCI will prepare a CMP for agency review and acceptance, prior to the pre-construction meeting. This plan will describe the standards, level of effort, activities, deliverables and report timing. At a minimum, the CMP will contain:
 - a. Project and document organization
 - b. Meetings and documentation
 - c. Communications management
 - d. Preparation of CM Reports
 - e. Clarifications and Interpretation of Plans
 - f. Submittals and Shop Drawings
 - g. Design modifications and Revisions
 - h. Schedule Management
 - i. Testing and Documentation
 - j. Inspection and Reporting
 - k. Defective Work
 - l. Record Drawings
 - m. Complaint & Community Relations Procedures
 - n. Safety
 - o. Photo and video documentation
 - p. Special Inspections
 - q. Labor Compliance
 - r. Other Tasks (as identified with RDA)
- **Document Pre-Construction Conditions:** BCI will use digital photographs, notes and video to document conditions prior to start of construction.
- **Pre-construction meeting:** At the pre-construction meeting that will occur once a contractor is selected. BCI will discuss pertinent items as identified in the pre-construction agenda, and present labor compliance requirements and forms (in Spanish and other languages if necessary) and posters to the contractor and sub-contractors present.
- **Contract requirements:** BCI staff will review the construction contract between contractor and RDA. BCI will verify that the prime contractor and sub-contractors are properly bonded and licensed to participate in contracting activities. They will review prevailing wage requirements for the contractor and their subcontractors, and obtain proof of their registration in the apprenticeship program. Services will be substantially complete within 1 week of Notice To Proceed (NTP).

Services during Construction

- **Weekly Meetings:** The Redevelopment Agency (Agency) will have BCI prepare for and conduct weekly meetings between BCI, the Contractor, Agency, and other entities that may have a role in the project at that time. We will hold weekly meetings at the Agency's offices and take/distribute minutes to all attendees.
- **Informal Meetings:** BCI will hold informal meetings with affected parties as needed to immediately respond to pressing issues such as deficiencies, etc.
- **Submittals and clarifications:** The Agency will have BCI monitor the contractor's requests, and other items the contractor submits. The submittal and RFI process is critical and BCI will track them carefully to insure timely response back to the Contractor. BCI will review the Baseline Schedule for acceptance, require 3-week look-ahead schedule at the weekly project meetings, and require monthly updates with the progress payment requests. This task will be on-going throughout the construction process.
- **Quality control:** BCI will implement the CMP and keep the Agency informed. BCI will review monthly progress payments, maintain cost control documents, contract modifications, extra work, change orders/modifications with Agency staff and report potential delays and/or deficiencies within 1 day of receipt of report. BCI will coordinate with the Agency to determine the payments due based on completion of work and labor compliance. Based on on-going review of inspection reports and schedule, BCI will monitor budgets and report to the Agency on a monthly basis.
- **Field inspection:** The Construction Manager will observe and document the contractor's daily activities from the perspective of quality, cost, and schedule, including:
 - a. General site preparation
 - b. Fill compaction
 - c. Environmental oversight for tree mitigation
 - d. Water quality management
 - e. Underground construction prior to and during burial
 - f. Traffic control
 - g. Electrical
 - h. Safety
 - i. Road construction
 - j. Bridge construction
 - k. Landscaping improvements
 - l. Defective work
- **Testing:** BCI has certified technicians and a certified lab operating out of their Auburn Office. The firm will provide testing for soils, aggregate base, concrete and AC paving using Caltrans methodology.
- **Final Completion and Acceptance:** The work will be a collaborative effort as the project moves through different phases of construction. When the project is substantially complete BCI will coordinate a project walk-through with the Agency, County and Caltrans staff to develop a punchlist of incomplete or unsatisfactory items. When all work is completed to the Agency's satisfaction, BCI will provide a statement to the Agency and recommend final payment to the contractor.
- **Other tasks:** BCI's inspection staff will monitor the contractor's coordination with the utility companies, traffic control and CAL OSHA construction safety orders. The firm will also monitor erosion control measures with BCI's QSP to insure compliance with state requirements. Office

personnel with BCI will supervise enforcement of the requirements of the California Labor Code as they pertain to this project.

Post Construction Services

- **Project Closeout:** BCI will provide the following closeout services:
 - a. Original inspection/testing reports, summaries, meeting minutes, maps, plans, shop drawings, submittals, manufacturers literature, photographs and videos, RFI's, as-built drawings with changes in neat red pencil, and other related documents
- BCI will support the Agency in disputes, provide reasonable access to the firm's records, attend staff meetings and invoice at four week intervals as designated by the agency.

Availability of Staff

BCI's staff will commence work immediately upon receiving authorization to proceed and can readily devote the hours that are required to meet the Agency's needs. BCI will manage the workloads of their individuals to ensure their continued availability to accommodate the Agency's needs and maintain their responsiveness and timely completion of the project.

EXHIBIT B
PAYMENT FOR SERVICES RENDERED

Corporate Office:
 11521 Blocker Drive, Suite 110
 Auburn, CA 95603
 (530) 887-1494 Fax (530) 887-1495

2491 Boatman Ave.
 West Sacramento, CA 95691
 (916) 375-8706 Fax (916) 375-8709

bcistaff@blackburnconsulting.com
www.blackburnconsulting.com



1720 G Street
 Modesto, CA 95354
 (209) 522-6273 Fax (209) 522-6274

2011 Fee Schedule

OUR SERVICES:

- Geotechnical & Materials Engineering
- Construction Monitoring
- Civil Engineering
- Construction Litigation Support
- Laboratory Testing
- Environmental Engineering

HOURLY RATES:		Prevailing Wage	Non-Prevailing Wage	Professional Rates
Group 1	.....	\$123	\$105	Project Engineer/Geologist I..... \$120
<i>ASNT Level II-III, DSA Masonry, DSA Shotcrete, Lead Inspector, NICET Level IV</i>				Project Engineer/Geologist II..... \$130
Group 2	.....	\$118	\$105	Senior Engineer/Geologist..... \$140
<i>AWS-CWI, ICC Certified Structural Inspector, NICET Level III, Shear Wall/Floor System Inspector, Building/Construction Inspector</i>				Project Manager..... \$160
Group 3	.....	\$105	\$90	Senior Project Manager..... \$185
<i>Soils/Asphalt, Earthwork Grading, Excavation and Backfill, NICET Level II</i>				Principal..... \$205
Group 4	.....	\$105	\$90	Senior Principal..... \$230
<i>ACI, ICC Fireproofing, NICET Level I, Proofload Testing, Torque Testing</i>				Expert Testimony & Deposition.... \$400
				Project Assistant..... \$85
				CAD/GIS..... \$110
				Technician Manager..... \$120
				Clerical..... \$65
				Administrative..... \$85
				Senior Administrative..... \$120

MINIMUM / BASIC CHARGES:

Outside Equipment & Services	Cost plus 15%
Vehicle Charge.....	\$8.00 per hour or \$0.85 per mile
Per Diem	Location specific, minimum \$125 per night
Technician Services	Charge includes time from office and return to office, minimum charge - 2 hours.
Overtime.....	Over 8 hours: 1.5 x Hourly Rate Before 7:00am or after 4:00pm: 1.5 x Hourly Rate Rush Charge (less than 24 hours notice): 1.5 x Hourly Rate Saturday: 1.5 x Hourly Rate (minimum: 4 hr. increments) Sunday & Holiday: 2.0 x Hourly Rate (minimum: 4 hr. increments)
Report Copies	4 report copies provided
Additional Report Copies	\$100 for binding up to 50 pages, plus postage

EQUIPMENT: (personnel not included)

Hand Sampling Equipment	\$200 / day	Electrical Resistivity Equipment	\$200 / day
Nuclear Moisture/Density Testing	\$12 / test	Level Equipment.....	\$200 / day
6" Sand Cone Testing	\$30 / test	Coring	\$28 / core
12" Sand Cone Testing	\$150 / test	Coring Machine	\$200 / day
Single Channel Seismic Refraction.....	\$300 / day	Anchor Bolt Equipment.....	\$130 / day
12 Channel Seismic Refraction.....	\$400 / day	Dynamic Cone Penetrometer.....	\$200 / day
Schmidt Hammer.....	\$75 / day	Inclinometer Survey Equipment	\$500 / day
Pachometer.....	\$100 / day	Groundwater Level Indicator	\$50 / day

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 (530) 887-1494 Fax (530) 887-1495

bcistaff@blackburnconsulting.com
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 West Sacramento, CA 95691
 (916) 375-8706 Fax (916) 375-8709

1720 G Street
 Modesto, CA 95354
 (209) 522-6273 Fax (209) 522-6274

2011 Laboratory Fee Schedule

SOIL CLASSIFICATION:

#200 Sieve Wash (ASTM D1140)	\$105
Sieve Analysis to #200 (ASTM D6913)	\$160
Standard Hydrometer (ASTM D422)	\$160
Plasticity Index (ASTM D4318) – Dry Prep	\$185
Plasticity Index (ASTM D4318) – Wet Prep	\$235
Specific Gravity (AASHTO T100)	\$100

AGGREGATES:

Bulk Specific Gravity (ASTM C127)	\$100
Coarse Durability (CAL 229)	\$170
Fine Durability (CAL 229)	\$170
Sand Equivalent (CAL 217, ASTM D2419)	\$140
Cleanness Value (CAL 227)	\$160

STRENGTH:

Direct Shear (per point, ASTM D3080)	
Undisturbed	\$180
Remolded*	\$185
Unconfined Compression (ASTM D2166)	\$135
Triaxial Compression (per point)	
<i>Photos of failure upon request</i>	
Undrained, Unconsolidated w/out Pore Pressure (ASTM D2850)	\$160
Consolidated, Undrained with Pore Pressure Measurements (ASTM D4767)	\$475
Consolidated, Drained	\$685
Consolidated, Undrained, no Pore Pressure Measurements	\$265
Specimen Remolding	\$105
Staged UU Triaxial	\$315
Staged CU w/ PP	\$945
Staged CD	\$1365
Staged CU w/o PP	\$525

Staged tests are not recognized by ASTM.

Stress/Strain envelope is gathered from 3 confining pressures. 5% strain increments used in staged tests unless failure observed before increment is reached.

Compression, Rock (ASTM D7012)	\$230
<i>Prep & Photos included.</i>	
Resistance Value (CAL 301, ASTM D2844)	\$315

ASPHALT:

Asphalt core density (CAL 308)	\$70
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VOLUME CHANGE:

One-dimensional Consolidation (ASTM D2435)	\$460
<i>6 load increments, includes 2 time rate curves & 2 rebound decrements</i>	
Additional Load or Rebound Decrement	\$30/ea
Additional Time Rate Curves	\$100/ea
Expansion Index (ASTM D4829)	\$240
One-dimensional Settlement Swell (ASTM D4546)	\$140

MOISTURE / DENSITY:

Moisture Content (ASTM D2216)	\$40
Moisture/Density	\$70

SOIL COMPACTION:

Standard Proctor (ASTM D698)	\$290
<i>4" or 6" mold</i>	
Modified Proctor (ASTM D1557)	\$290
<i>4" or 6" mold</i>	
California Impact (CAL 216)	\$290
Check Point (standard or modified)	\$135

PERMEABILITY:

Flex-wall Permeability (ASTM D5084)	\$420
<i>Either Constant Head or Falling Head / Rising Tail water. Method depends on soil type</i>	
Each additional Effective Stress	\$105
Specimen Remolding*	\$105

CORROSIVITY ANALYSIS:

Corrosion Analysis Package (CAL 643, 417, 422)	\$295
<i>Includes Soil Resistivity, Soil pH, Sulfates / Chlorides. Minimum size is 500 grams</i>	

TREATED SOIL TESTS:

%Lime for Stabilization (ASTM D6276)	\$115
pH of Soil (CTM643)	\$40
Modified Proctor (ASTM D1557)	\$345
Unconfined Compression Test (ASTM D5102)	\$195
One Dimensional Swell	\$195

CONCRETE & MASONRY:

Concrete Compression Test (6" x 12" (ASTM C39))	\$35
Masonry or Grout Compression	\$45

Other Tests Quoted Upon Request

CERTIFICATIONS:

Caltrans Lab No. 248 - Certified in the following methods:
 CTM105 125 201 202 206 207 216 217 226 227 229 231
 301 375AC 504 518 521 533 539 540 541 543 556 557

AMRL Lab No. 4122 - Certified in the following ASTM methods:
 ASTM D421 D422 D698 D1140 D1557 D2166 D2216 D2435
 D2487 D2844 D2850 D3740 D4318 D4767 D5084

CCRL Lab No. 2342 - Certified in the following ASTM methods:
 ASTM C31 C39 C138 C143 C172 C173 C231 C1064 C470
 C511 C617 C1077 C1231

Certified for Army Corp of Engineers in the following areas:
Concrete: ASTM C31 C39 C138 C143 C172 C173 C231
 C1064 C470 C511 C617 C1077 C1231
Soils: ASTM D421 D422 D698 D1140 D2556 D1557 D2166
 D2216 D2435 D2487 D2844 D2850 D3740 D4318 D4767 D5084
Aggregates: C136 C702 D75

EXHIBIT C

FACILITIES, EQUIPMENT, AND OTHER MATERIALS, AND OBLIGATIONS OF COUNTY

Consultant will not use any Agency facilities, equipment or other materials without the consent of the Deputy Director of Redevelopment.