REQUEST FOR PROPOSALS
FOR PROFESSIONAL ENGINEERING SERVICES
FOR THE
CV LINK MULTI-MODAL TRANSPORTATION CORRIDOR PROJECT
FOR
BID ADMINISTRATION AND PRE-CONSTRUCTION ASSISTANCE AND CONSTRUCTION MANAGEMENT, MATERIAL TESTING, SURVEY STAKING AND PUBLIC OUTREACH SERVICES FEDERAL PROJECT NO. ATPL-6164 (022)

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS
73-710 Fred Waring Drive, Suite 200
Palm Desert, CA 92236
TABLE OF CONTENTS

NOTICE OF REQUEST FOR PROPOSALS.................................................................3
SECTION I – INSTRUCTIONS TO CONSULTANTS .............................................7
SECTION II – PROPOSAL CONTENT AND FORMAT ...........................................11
SECTION III – SCOPE OF WORK........................................................................15
SECTION IV – PROPOSED PROFESSIONAL SERVICES AGREEMENT ...............41
SECTION V – CALTRANS/FEDERAL FORMS AND OTHER FORMS..................51
ATTACHMENTS..................................................................................................52
NOTICE OF REQUEST FOR PROPOSALS

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS
REQUEST FOR PROPOSALS FOR PROFESSIONAL ENGINEERING SERVICES

FOR THE CV LINK MULTI-MODAL TRANSPORTATION CORRIDOR PROJECT
for
Bid Administration and Pre-Construction Assistance, Construction Management, Material Testing, Survey Staking and Public Outreach Services
FEDERAL AID PROJECT NO. ATPL-6164(022)

The Coachella Valley Association of Governments (CVAG) invites proposals from qualified consultants to perform Bid Administration and Pre-Construction Assistance, Construction Management, Material Testing, Survey Staking and Public Outreach Services for the CV Link Multi-Modal Transportation Corridor Project (Project). The Scope of Work for the services will be for the entire Project but work will be constructed in segments.

CVAG intends to hire one Consultant to perform the CM services for the entire CV Link Project, which is anticipated to be constructed in seven (7) segments. Each segment is an independent utility and varies in length due to right-of-way matters. The first segment will be federally funded, which consists of 13.47 miles at a cost of approximately $33 million. Subsequent segments may not be federally funded. Refer to attached exhibit (Path Segments) showing all the segments.

The proposals evaluation and Consultant selection may proceed concurrently, while Caltrans and FHWA are processing the request for authorization. However, this contract will not be awarded prior to Caltrans and FHWA issuing the Authorization to Proceed (E-76). CVAG assumes no responsibility and bears no liability for costs incurred by a offerors or consultants in the preparation of their proposals.

Once the Consultant selection is determined, CVAG will notify Caltrans Independent Office of Audits and Investigations (IOAI) to conduct a pre-award audit/financial package information of the selected Consultant (if deemed appropriate). Upon receiving the approved E-76, and satisfactorily addressed any or all IOAI’s review comments, CVAG will execute a Professional Service Agreement for the CM services in first segment.

Upon successful completion of first phase work and/or satisfactory performance, CVAG intends to amend or supplement scope of work and negotiate fees for upcoming segments when time is right. CVAG reserves the right to hire other Consultant(s), as necessary and/or if it is determined that the Consultant is not working out to CVAG’s satisfaction.

The Project is a major innovation in alternative transportation and will afford Coachella Valley residents and visitors a safe and aesthetically pleasing environment on which to walk, run, bike, or use a Low-Speed Electric Vehicle (LSEV) where users will have a dedicated path. Occasionally, due to limitations and restrictions, users will share the roadway with automobiles.
The project is approximately ±44 miles long. The typical section for CV Link is 14 feet wide to accommodate a combined bicycle/LSEV paved path with seven-foot wide lanes in each direction, plus, 2 to 6-foot wide shoulders to accommodate a pedestrian path. The proposed pavement is reinforced concrete with doweled expansion joints. The pedestrian path will be compacted decomposed granite. The entire CV Link Pathway shall be ADA compliant.

The Project will generally be constructed on the top of the levees of the Coachella Valley’s principal watercourses, including Whitewater Floodplain, Tahquitz Creek, Chino Creek and Whitewater and Coachella Valley Stormwater Channels from the northern end of Palm Springs (North Palm Canyon Drive/State Highway 111) in the City of Palm Springs to its southern end at Airport Boulevard in the City of Coachella, with the exception of the cities of Rancho Mirage and Indian Wells. The cities of Rancho Mirage and Indian Wells are not part of the Project.

In areas where these major watercourses are inaccessible, the pathway will share right-of-way with public roads and provide direct access to key commercial districts, institutional venues and public parks. However, in most cases, grade-separated crossings (bridges or under-crossings) of major regional roadways are included.

There will be distinctive signing and patterns to identify the path as part of the CV Link project alignment. The path will include lighting, ADA accommodations, architectural treatments such as shade structures, benches, bicycle racks, drinking fountains, trash cans, kiosks, landscaping and crosswalk upgraded improvements.

The project does not include any major utility relocations. There are some areas where retaining walls, pavement, curb and gutter, sidewalks, intersection improvements are required. In addition, some Union Pacific Railroad (UPRR) flagging will be required during construction.

The proposed improvements shall meet State standards and requirements. Compliance with permits from the Army Corps of Engineers, California Department of Fish and Wildlife, the Regional Water Quality Control Board and others will be required and will be obtained by CVAG prior to the performance the work. All work and resulting facilities shall fully conform to the requirements set forth by the Federal Highways Administration (FHWA), the State of California Department of transportation (Caltrans), Caltrans Standard Plans and Specifications, latest edition, and the Caltrans Local Assistance Procedures Manual (LAPM, 2019). Coordination with local jurisdictions, Coachella Valley Water District (CVWD), Riverside County Flood Control and Water Conservation District (RCFC&WCD), Desert Water Agency (DWA), utility companies, and others is required. All work and resulting facilities will fully conform to the current adopted Coachella Valley State Implementation Plan (CVSIP) for PM10 and including Best Management Practices during the construction process.

The CV Link segments and 100% CV-Link Multi-Modal Transportation Corridor Project Plans are available for purchase online at PlanetBids: https://www.planetbids.com; 5850 Canoga Ave., Suite 301, Woodland Hills, CA 91367; (818) 992-1771 paid for directly to PlanetBids.
The proposed project is partially funded by Federal and State funds including, Active Transportation Program (ATP), Congestion Mitigation Air Quality (CMAQ) and State Transportation Improvement Program (STIP). The remaining funds are Local funds. All work and resulting facilities shall fully conform to the requirements set forth by the Federal Highways Administration (FHWA) and the State of California Department of Transportation (Caltrans). The project documentation and construction administrative procedures shall conform to the requirements set forth within the Caltrans Local Assistance Procedures Manual https://dot.ca.gov/programs/local-assistance/guidelines-and-procedures/local-assistance-procedures-manual-lapm.

The project construction start date is constrained by ATP and STIP funding deadlines. Construction is to begin no later than June 30, 2020. A pre-proposal meeting will not be scheduled for this RFP. Proposals shall be received at CVAG on or before 5:00 p.m., TUESDAY, JANUARY 7, 2020. Proposals shall be submitted to the following:

Martin Magaña, Director of Transportation
Coachella Valley Association of Governments
73-710 Fred Waring Drive, Suite 200
Palm Desert, CA 92260

Proposals, and amendments to proposals, received after the date and time specified above will NOT be accepted and returned to the Consultants unopened.

Parties interested in obtaining a copy of this Request for Proposal for the CV LINK MULTI-MODAL TRANSPORTATION CORRIDOR PROJECT may do so by accessing CVAG’s website at www.cvag.org or PlanetBids website at https://www.planetbids.com; 5850 Canoga Ave., Suite 301, Woodland Hills, CA 91367; (818) 992-1771 paid for directly to PlanetBids.

This will be a two-part submittal. The Consultant will be chosen based on qualifications. In envelope No. 1, Consultants shall submit written statements of technical qualifications and describe in detail their work plan for completing the work specified in the Request for Proposal. After review of the proposals, a short list of consultants will be created for further evaluation. The short list of Consultants will then be required to submit, in a separate, sealed envelope No. 2, a cost proposal for the project, detailing a cost break-down for each project task and sub-task. The cost proposal for the most qualified Consultant will be opened and used to begin negotiations. If agreement cannot be reached, then negotiations will proceed to the next most qualified Consultant. Each Consultant’s cost proposal will remain sealed until negotiations commence with that particular Consultant. The goal of negotiations is to agree on a final contract that delivers the services, or products required at a fair and reasonable cost to the local agency. At the completion of successful cost negotiations, all remaining sealed envelopes containing cost proposals will be returned to Consultants.

Consultants are notified that CVAG has established a Disadvantaged Business Enterprise (DBE) goal of 11% through for FY 2019-20 through 2020-21.
Certain labor categories under this Project may be subject to prevailing wages as identified in the State of California Labor Code commencing at sections 1720 et seq. and 1770 et seq. If applicable, employees working in these categories at the site must be paid not less than the basic hourly rates of pay and fringe benefits established by the California Department of Industrial Relations (“DIR”). Copies of the State of California wage schedules are available for review at www.dir.ca.gov/dlsr/. In addition, a copy of the prevailing rate of per diem wages will be made available at the CVAG’s office upon request. The successful proposer shall post a copy of the prevailing wage rates at each job site. It shall be mandatory upon the proposer to whom the contract is awarded, and upon any subcontractors, to comply with all Labor Code provisions, which include but are not limited to the payment of not less than the said specified prevailing wage rates to all workers employed by them in the execution of the contract, employment of apprentices, hours of labor and debarment of contractors and subcontractors. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the DIR. No proposal will be accepted, nor any contract entered into without proof of the proposer’s and subcontractors’ current registration with the DIR to perform public work. If awarded a contract, the proposer and its subcontractors, of any tier, shall maintain active registration with the DIR for the duration of the Project. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1. The contract awarded pursuant to this proposal may also be subject to compliance monitoring and enforcement by the DIR.

CVAG reserves the right to waive informalities and to reject all proposals at its sole discretion. It is imperative that Consultant’s proposal fully address all aspects of the RFP. The award of this contract is subject to receipt of funds adequate to carry out the provisions of the proposed contract included in the identified Scope of Work.

Sincerely,

Martin Magaña
Director of Transportation
SECTION I – INSTRUCTIONS TO CONSULTANTS

A. DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

This project is subject to Title 49 CFR 26.

To ensure there is equal participation of the DBE groups specified in 49 CFR 26, the Coachella Valley Association of Governments has established a Disadvantaged Business Enterprise (DBE) goal of 11% for this Project.

To that end, Exhibit 10-I: Notice to Proposers DBE Information is attached hereto in Section VI and should be thoroughly reviewed by the proposer including the section on submission of DBE commitments and good faith efforts.

B. EXAMINATION OF PROPOSAL DOCUMENTS

By submitting a proposal, Consultant represents that it has thoroughly examined and become familiar with the work required under this RFP and that it is capable of performing quality work to achieve CVAG’s objectives. A set of Draft 100% Plans are provided with this RFP and can be accessed via www.cvag.org or PlanetBids website at https://www.planetbids.com; 5850 Canoga Ave., Suite 301, Woodland Hills, CA 91367; (818) 992-1771, paid for directly to PlanetBids.

C. ADDENDA

Any CVAG changes to the requirements will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. CVAG will not be bound to any modifications to, or deviations from, the requirements set forth in this RFP as the result of oral instructions. Consultants shall acknowledge receipt of addenda in their proposals by attaching a copy of each addendum to the proposal document.

D. CVAG POINT OF CONTACT

All questions and contacts with CVAG staff regarding this RFP shall be directed to the following person:

Mr. Martin Magaña
73-710 Fred Waring Drive, Suite 200
Palm Desert, California 92260
Phone: 760-346-1127, or e-mail: mmagana@cvag.org

E. CLARIFICATIONS

1. Examination of Documents

Should a Consultant require clarifications to this RFP, the Consultant shall notify CVAG in writing in accordance with Section E.2 below. Should it be found that the point in question is not clearly and fully set forth, CVAG will issue a written addendum clarifying the matter. Addenda will be sent to all registered firms via first class mail or e-mail.
2. Submitting Requests  
a. All questions shall be put in writing and shall be received by the CVAG no later than 5:00 p.m., THURSDAY, DECEMBER 19, 2019. All inquiries received after this deadline will NOT receive a response.  
b. Requests for clarification, questions and comments shall be clearly labeled, "Request for Information." CVAG is not responsible for failure to respond to a request that has not been labeled as such.  
c. Any of the following methods of delivering written questions are acceptable as long as the questions are received no later than the date and time specified above:  
   - U.S. Mail / Personal Courier:  
     Martin Magaña, Director of Transportation  
     Coachella Valley Association of Governments  
     73-710 Fred Waring Drive, Suite 200  
     Palm Desert, CA 92260  
   - Facsimile: (760) 340-5949  
   - E-mail: mmagana@cvag.org  

3. CVAG Responses  
Responses from CVAG will be issued in writing as an addendum that can be accessed via www.cvag.org or PlanetBids website at https://www.planetbids.com. Consultants shall acknowledge receipt of CVAG clarification responses by attaching a copy of each Addendum to their Proposals.

F. SUBMISSION OF PROPOSALS  
1. Date and Time - Proposals shall be received at CVAG Offices at 73-710 Fred Waring Drive, Suite 200, Palm Desert, CA 92260 on or before 5:00 p.m. on TUESDAY, JANUARY 7, 2020. Proposals received after the above specified date and time will NOT be accepted and be returned to Consultants unopened.  

2. Address - Proposals delivered in person or by a means other than the U.S. Postal Service shall be submitted to the following:  

   Martin Magaña, Director of Transportation  
   Coachella Valley Association of Governments  
   73-710 Fred Waring Drive, Suite 200  
   Palm Desert, CA 92260  

3. Technical Proposal Content and Evaluation Weighting:  
a. Qualifications, Related Experience, and References (25%) - This section of the proposal should establish the ability of the proposed team to satisfactorily perform the required work by reasons of: experience in performing work of the same or similar nature; demonstrated experience working with agencies directly involved in this Project; staffing capability; work load; record of meeting schedules on similar projects; and at least three (3) supportive client references.
CVAG strongly encourages proposals from qualified small local businesses. It is CVAG’s policy to encourage greater availability, capacity development, and contract participation by small local business enterprises in CVAG contracts. It is intended to further CVAG’s interest to stimulate economic development in the Coachella Valley through the support and empowerment of the local community, ensure that it is neither an active nor passive participant in marketplace discrimination, and promote equal opportunity for all segments of the contracting community.

b. Proposed Staffing and Project Organization (35%) - This section of the proposal should establish the method that will be used to manage the Project as well as identify key personnel assigned.

c. Work Plan (40%) - This section of the proposal shall provide a narrative that addresses the Scope of Services and shows understanding of the Project needs and requirements.

4. Identification of Proposals - Proposal shall clearly mark the Consultant’s name, address and phone number as well as the project name and service to be provided. Only one proposal per Consultant will be considered. Consultant shall submit one original, five (5) copies and one complete set of PDF files on flash drive, or similar, of its proposal.

5. Acceptance of Proposals
   a. CVAG reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.
   b. CVAG reserves the right to withdraw or cancel this RFP at any time without prior notice and makes no representations that any agreement will be awarded to any Consultant responding to this RFP.
   c. Submitted proposals shall not be copyrighted.

6. Requirements for any discussions that may be conducted with three or more of the most highly qualified consultants following submission and evaluation of proposals.

G. PRE-CONTRACTUAL EXPENSES
CVAG shall not, in any event, be liable for any pre-contractual expenses incurred by Consultant in the preparation of its proposal. Consultant shall not include any such expenses as part of its proposal. Pre-contractual expenses are defined as expenses incurred by Consultant in:

   a. Preparing its proposal in response to this RFP;
   b. Submitting that proposal to the CVAG;
   c. Preparing for and attending an interview with the CVAG;
   d. Negotiating with the CVAG any matter related to this proposal; or
   e. Any other expenses incurred by Consultant prior to date of award, if any, of the contract.
H. PRE-AWARD AUDIT
In accordance with Caltrans requirements and procedures, the selected Consultant’s cost proposal will be subject to a pre-award audit by Caltrans. The pre-award audit will be in accordance with Caltrans LAPM-Chapter 10, Section 10.3, A&E Consultant Audit and Review Process by Caltrans.

I. JOINT OFFERS
Where two or more Consultants desire to submit a single proposal in response to this RFP, they should do so on a prime-subconsultant basis rather than as a joint venture. CVAG intends to contract with a single firm and not with multiple firms doing business as a joint venture.

J. CONTRACT TYPE
This will be a project-specific contract between CVAG and the selected CONSULTANT for the performance of services with a defined scope of work. It is anticipated that the contract resulting from this solicitation, if awarded, will be a cost plus fixed fee contract, with a total not-to-exceed amount based on tasks specified in the Scope of Work included in this RFP under SECTION III – SCOPE OF WORK.

The total not to exceed contract amount shall be prepared in accordance with Exhibit 10-H1. The Method of Payment of this agreement will be Specific Rate of Compensation for Construction Management and Inspection per LAPM Exhibit 10-H2, and Cost Per Unit of Work for Geotechnical and Material Testing per LAPM Exhibit 10-H3.

K. PROTEST PROCEDURES/DISPUTE RESOLUTION
Protest procedures and dispute resolution process for the contract portions of the project that are federally funded will be in accordance with 2 CFR Part 200.318(k), 2 CFR 172.5 (2) (18) and the CVAG process. The protest shall be submitted in writing to the attention of the Director of Transportation as follows:

Martin Magaña, Director of Transportation
Coachella Valley Association of Governments
73-710 Fred Waring Drive, Suite 200
Palm Desert, CA 92260
SECTION II – PROPOSAL CONTENT AND FORMAT

A. PROPOSAL CONTENT AND FORMAT

Presentation of the proposals shall be typed, with a 11-point font and submitted on 8-1/2” x 11” size paper, using a single method of fastening (no paper or binder clips). Charts and schedules may be included in 11” x 17” format. Consultants should not include unnecessarily elaborate or promotional material. Lengthy narrative is discouraged, and presentations should as be brief and concise as possible. Proposals shall not exceed twenty-five (40) pages in length, including any letter of transmittal and appendices. For forms and resumes should be included in the appendices and will not be included in the page count. Envelope 1 of the proposals shall include all five sections below, except Cost and Price proposal.

1. Letter of Transmittal - Letter of Transmittal shall be addressed to Martin Magaña, Director of Transportation, and shall, at a minimum, contain the following:
   a. Identification of Consultant that will have contractual responsibility with CVAG. Identification shall include legal name of company, corporate address, telephone and fax number. Include name, title, address, and telephone number of the contact person identified during period of proposal evaluation.
   b. Identification of all proposed subcontractors including legal name of company, whether the firm is a Disadvantaged Business Enterprise (DBE), contact person(s) name and address, phone number and fax number. Relationship between CONSULTANT and subcontractors, if applicable.
   c. Acknowledgment of receipt of all RFP addenda, if any.
   d. A statement to the effect that the proposal shall remain valid for a period of not less than 180 days from the date of submittal.
   e. Signature of a person authorized to bind CONSULTANT to the terms of the proposal.
   f. Signed statement attesting that all information submitted with the proposal is true and correct.
   g. Transmittal letter shall be limited to two (2) pages maximum.

2. Technical Proposal
   a. Qualifications, Related Experience and References of Consultant - This section of the proposal should establish the ability of Consultant to satisfactorily perform the required work by reasons of: experience in performing work of the same or similar nature; demonstrated experience working with affected local agencies directly involved in this project; experience working with Caltrans District 8 - Local Assistance, Federal Highway Administration (FHWA), the California Public Utilities Commission (CPUC) and the Union Pacific Railroad (UPRR); strength and stability of the Consultant; staffing capability; work load; record of meeting schedules on similar projects; and at least three supportive client references.
i. Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; number of employees.

ii. Provide a general description of the firm's financial condition, identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Consultant’s ability to complete the Project.

iii. Describe the firm's experience in performing work of a similar nature to that solicited in this RFP and highlight the participation in such work by the key personnel proposed for assignment to this Project.

iv. Describe experience in working with the various government agencies and private entities that may have jurisdiction over the approval of the work specified in this RFP. Please include specialized experience and professional competence in areas directly related to this RFP.

v. A minimum of three (3) references should be given. Furnish the name, title, address and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed. Consultant may also supply references from other work not cited in this section as related experience.

b. Proposed Staffing and Project Organization - This section of the proposal should establish the method that will be used by the Consultant to manage the Project as well as identify key personnel and sub-consultants assigned.

Consultant to:

i. Provide education, experience and applicable professional credentials of project staff. Include applicable professional credentials of “key” project staff.

ii. Furnish brief resumes (not more than two (2) pages each) for the proposed Project Manager and other key personnel in the appendix.

iii. Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work. Include the person's name, current location, proposed position for this Project, current assignment, level of commitment to that assignment, availability for this assignment and how long each person has been with the firm.

iv. Include a project organization chart that clearly delineates communication and reporting relationships with CVAG among the project staff and including sub-consultants.

v. Include a statement that key personnel will be available to the extent proposed for the duration of the Project, acknowledging that no person designated as "key" to the Project shall be removed or replaced without the prior written consent of CVAG.

c. Work Plan - Consultant shall provide a narrative that addresses the Scope of Work
and shows Consultant's understanding of CVAG's needs and requirements.

Consultant to:

i. Describe the approach and work plan for completing the tasks specified in the Scope of Work. The work plan shall be of such detail to demonstrate the Consultant’s ability to accomplish the Project objectives and overall schedule.

ii. Outline sequentially, the activities that would be undertaken in completing the tasks and specify who would perform them.

iii. Identify methods that Consultant will use to ensure quality control as well as budget and schedule control for the Project.

iv. Identify any special issues or problems that are likely to be encountered during this Project and how the Consultant would propose to address them.

v. Consultant is encouraged to propose enhancements or procedural or technical innovations to the Scope of Work that do not materially deviate from the objectives or required content of the Project.

vi. Provide Schedule and Deadlines.

vii. Consultant DBE Commitment document (See Exhibit 10-O1, Consultant Proposal DBE Commitment).

3. Exceptions/Deviations - State any exceptions to, or deviations from, the requirements of this RFP, segregating "technical" exceptions from "contractual" exceptions. Where Consultant wishes to propose alternative approaches to meeting CVAG’s technical or contractual requirements, these should be thoroughly explained. If no contractual exceptions are noted, Consultant will be deemed to have accepted the contract requirements as set forth in SECTION IV – PROFESSIONAL SERVICES AGREEMENT.

4. Appendices - Information considered by Consultant to be pertinent to this Project and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Consultants are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials. Appendices should be relevant and brief.

5. Caltrans Forms - All the required forms identified in SECTION V – CALTRANS/FEDERAL FORMS AND OTHER FORMS, of this RFP must be filled out and included in the appendix and not in the page count.

6. Cost and Price Proposal – Short listed firms based on qualifications are asked to submit in a separate sealed envelope, a detailed cost and price proposal. Cost proposals shall be prepared to follow the order and format of the items of work listed in SECTION III - SCOPE OF WORK on the applicable LAPM Exhibits 10-H1 through 10-H3.

In addition, it shall include a detailed itemized cost break-down for each project task.
and sub-task shall be submitted in a summary table. For example, the first item in the cost proposal should be Task 1 Pre-construction Services. Cost proposals shall, as a minimum, show all anticipated Prime and Subconsultant costs by Task and Subtask, including personnel by classification, hours and hourly rates. Other Direct Costs shall be summarized at the Project level, rather than by Task. Cost proposals shall comply with prevailing wage requirements as applicable.
SECTION III – SCOPE OF WORK

GENERAL
The Coachella Valley Association of Governments (CVAG) is seeking proposals from qualified Professional Engineering Consultants to perform Pre- and Construction Management, Material Testing, Survey Staking and Public Outreach Services for the CV Link Multi-Modal Transportation Corridor Project Caltrans and FHWA procedures, and UPRR requirements.

The following Scope of Work represents the minimum effort needed to complete the Project. Consultants should review the listed tasks in detail and are encouraged to add additional tasks and propose enhancements, or procedural/technical innovations to the Scope of Work that do not materially deviate from the objectives or required content of the Project.

a) DESCRIPTION OF SERVICES

CVAG will utilize the services of CONSULTANT to support the pre-bid and pre-construction management activities for the Project. The CONSULTANT will provide bid administration and pre-construction assistance, construction management, materials testing, construction surveying staking and public outreach for the Project. A description of the Project is given below.

The Project is a major innovation in alternative transportation and will afford Coachella Valley residents and visitors a safe and aesthetically pleasing environment on which to walk, run, bike, or use a Low-Speed Electric Vehicle (LSEV) where users will have a dedicated path. Occasionally, due to limitations and restrictions, users will share the roadway with automobiles.

The typical section for CV Link is 14 feet wide to accommodate a combined bicycle/LSEV paved path with seven-foot wide lanes in each direction, plus, 2 to 6-foot wide shoulders to accommodate a pedestrian path. The proposed pavement is reinforced concrete with doweled expansion joints. The pedestrian path will be compacted decomposed granite. The entire CV Link Pathway shall be ADA compliant.

The Project will generally be constructed on the top of the levees of the Coachella Valley’s principal watercourses, including Whitewater Floodplain, Tahquitz Creek, Chino Creek and Whitewater and Coachella Valley Stormwater Channels from the northern end of Palm Springs (North Palm Canyon Drive/State Highway 111) in the City of Palm Springs to its southern end at Airport Boulevard in the City of Coachella, with the exception of the cities of Rancho Mirage and Indian Wells. The cities of Rancho Mirage and Indian Wells are not part of the Project.

In areas where these major watercourses are inaccessible, the pathway will share right-of-way with public roads and provide direct access to key commercial districts, institutional venues and public parks. However, in most cases, grade-separated crossings (bridges or under-crossings) of major regional roadways are included.
There will be distinctive signing and patterns to identify the path as part of the CV Link project alignment. The path will include lighting, ADA accommodations, architectural treatments such as shade structures, benches, bicycle racks, drinking fountains, trash cans, kiosks, landscaping and crosswalk upgraded improvements.

The project does not include any major utility relocations. There are some areas where retaining walls, pavement, curb and gutter, sidewalks, intersection improvements are required. In addition, some Union Pacific Railroad (UPRR) flagging will be required during construction.

CVAG will advertise, award and administer one, or more, construction contracts for this Project. The Project will be constructed in segments. The successful consultant firm will provide pre-bid, construction management and support services.

**Services**

Services are anticipated to generally include, but are not limited to the following:

1. **Bid Administration and Pre-Construction Assistance**
   i. participation in the evaluation of scheduling of the proposed Project;
   ii. constructability review;
   iii. construction project advertising, bid analysis, and award;

2. **Construction Management**
   i. construction oversight and inspection;
   ii. construction surveying, materials testing, landscape inspection, contractor interface and contract administration per FHWA and Caltrans requirements;
   iii. coordination of agency inspections and acceptances;
   iv. office engineering;
   v. project close-out;

3. **Outreach**
   i. public outreach services and other assorted duties as appropriate in managing construction of a capital multi-modal transportation improvement project.

It is expected that the Consultant will assign a Project Manager to coordinate all contract and personnel activities for all phases of construction.

Resident Engineer(s) and inspection personnel may be assigned to direct and coordinate all project specific field activities and responsibilities as needed for satisfactory performance on the Project. The Consultant is expected to provide a Survey Project Manager, and Materials Testing Project Manager to administer the construction support services requested herein and to assign qualified field personnel to perform the requested services. Furthermore, the Consultant shall provide a public outreach liaison to assist CVAG staff.

Insofar as the Consultant’s approach described in the Proposal, the scope of responsibility and the total number of personnel assigned to each phase is left to the discretion of the Consultant. The Proposal shall include a staffing plan, an organization chart and a resource loaded schedule that will establish the firm’s ability to adequately and appropriately staff and manage the Project.
CVAG anticipates that the contract will be approximately 36 months in duration, with two (2) one-year extensions. Construction of the project is estimated to start April 2020 and end on March 2023, followed by closeout activities. As disclosed and based on satisfactory performance, CVAG may extend the contract of the CM Services for the other segments of construction. The scope of the amendments will generally be in accordance with the original scope of services identified in this section. Fair compensation to be negotiated accordingly at that time.

CONSULTANT shall provide qualified bid administration and pre-construction assistance, construction management and inspection, materials testing, construction surveying staking and public outreach relations personnel to perform a wide variety of construction management, support and contract administration duties as outlined in this Scope of Services for the Project.

CVAG has designated Mr. Martin Magaña, as Project Manager to coordinate all construction activities. From time to time designees may take his place.

The CONSULTANT shall report to and receive direction from CVAG through the Director of Transportation, or his designees. The Director of Transportation, or his designees, is responsible for coordination of all CVAG construction activities and for coordinating the efforts of the total construction team. The Director of Transportation, or his designee, will be the main contact and primary source of information between CVAG, cities, outside agencies, supporting consultants and the public for the construction projects.

B. PERFORMANCE REQUIREMENTS

Bid Administration and Pre-Construction Assistance

CONSULTANT shall furnish a Project Manager to coordinate pre-bid bid and pre-construction activities with CVAG. The Project Manager shall be licensed as a Professional Civil Engineer in the State of California at the time of proposal submittal and through the duration of the contract. The Project Manager shall be responsible for all matters related to CONSULTANT performing these services.

All pre-bid and pre-construction services required herein shall be performed in accordance with California Department of Transportation guidelines, regulations, policies, procedures, manuals, and standards, except as noted in the special provisions.

Construction Management

CONSULTANT shall furnish a Project Manager to coordinate CONSTRUCTION MANAGEMENT operations with CVAG. The Project Manager shall be licensed as a Professional Civil Engineer in the State of California at the time of proposal submittal and through the duration of the contract. The Project Manager shall be responsible for all matters related to CONSULTANT personnel and operations. The Project Manager may not serve as the Resident Engineer. The Resident Engineer shall be assigned to direct and coordinate construction activities under this contract. Other Assistant Resident Engineers may be assigned to each specific project responsibilities as needed. The Resident Engineer shall be a Civil Engineer registered in the State
of California and shall be in responsible for construction management and construction activity within the Project.

The number of CONSULTANT personnel assigned to the Project will vary throughout the duration of the contract. CONSULTANT personnel will be assigned, in varying levels of responsibility, as needed by the CONSULTANT to meet the Project schedule, Project requirements, and construction activities.

Resumes of personnel must be submitted to CVAG for review and approval prior to assignment to the Project. CVAG and CONSULTANT will jointly determine the quality and quantity of services that are required by CONSULTANT personnel. Personnel selected for assignment by CONSULTANT shall be made available for personal interviews prior to acceptance by CVAG. If, in the opinion of CVAG, an individual lacks adequate experience, the individual may be rejected or may be accepted on a trial basis until such time the individual's ability to perform the required services has been demonstrated. If, at any time, the performance of CONSULTANT personnel is unsatisfactory to CVAG, CVAG may release him/her by written notice and may request another qualified person be assigned.

If CONSULTANT personnel are on leave of absence, the Project Manager shall provide equally qualified replacement personnel until the assigned personnel returns to the Project approved by CVAG.

The typical workday includes all hours worked by the construction Contractor. If necessary, overtime for CONSULTANT personnel may be required. The construction Contractor's operations may be restricted to specific hours during the week, which shall become the normal workday for CONSULTANT personnel. The Project Manager, with prior concurrence from CVAG, shall have the right to increase, decrease, or eliminate CONSULTANT personnel work hours dependent on the schedule and requirements of the construction Contractor. All overtime required by CONSULTANT personnel shall be approved and authorized by CVAG prior to each occurrence.

CONSULTANT personnel shall be knowledgeable of and comply with all applicable local, state, and federal regulations. CONSULTANT personnel shall cooperate and consult with CVAG, State, and Local jurisdictions and agencies during the course of the Project. CONSULTANT personnel shall perform duties as may be required to assure that construction is being performed in accordance with the Project plans and specifications. CONSULTANT personnel shall keep accurate and timely records and document all work performed by the Contractor.

CONSULTANT shall monitor for Contractor’s compliance with the labor standards provisions of the projects and the related wage determination decisions of the Secretary of Labor.

CONSULTANT personnel shall assist CVAG and local agencies in obtaining compliance with the safety and accident prevention provisions of the Project.

All services required herein shall be performed in accordance with California Department of Transportation guidelines, regulations, policies, procedures, manuals, and standards, except as noted in the special provisions.
Materials Testing/Source Inspection

The number of field testing/source inspection personnel assigned to the Project will vary throughout the duration of the construction contract. CONSULTANT certified materials testing personnel will be assigned as needed by the Resident Engineer to meet the required numbers and frequencies of testing based on schedule of the construction contractor.

Materials Testing/Source Inspection Services will be provided on an on-call basis. The duration of assignments could vary from a minimum of a few hours to the full term of the Project. CONSULTANT personnel will be available within two (2) days of written notification by CVAG.

It is the intent of CVAG to maintain a consistency of material testing quality throughout each phase of each project. CONSULTANT is therefore encouraged to provide, wherever and whenever possible, the same field personnel for the duration of construction of each project.

All CONSULTANT’S personnel will be knowledgeable of, and comply with, all applicable local, state, and federal regulations. All personnel shall cooperate and consult with CVAG during the course of the contract; and perform other duties as may be required to assure that the construction is being performed in accordance with the Project plans and specifications. CONSULTANT’S personnel will keep records and document the work as directed by the Resident Engineer.

All services required herein will be performed in accordance with Caltrans Department of Transportation guidelines, regulations, policies, procedures, manuals, and standards, except as noted in the special provisions.

Construction Surveying

CONSULTANT shall furnish surveying crew(s) to perform construction surveys for the Project. The number of survey crew(s) assigned to the Project may vary throughout the duration of the construction contract to meet the Project needs. CONSULTANT’S personnel will be assigned as needed by the Resident Engineer to meet the schedule of the construction contractor.

Construction surveying services will be provided on an on-call basis. It is the intent of CVAG to maintain a consistency of construction survey quality throughout each phase of each project. Therefore, CONSULTANT is encouraged to provide the same field personnel for the duration of construction. It is important that the Field Party Chief(s) assigned to a project be completely familiar with the survey requirements and the assignments for the Project.

CONSULTANT personnel will:

1. Be knowledgeable of, and comply with all, applicable local, Caltrans, state, and federal regulations.
2. Cooperate and consult with CVAG officials during the course of the contract.
3. Perform duties as may be required to assure construction is performed in accordance with the Project plans and specifications.
4. Keep records and document work as directed by the Resident Engineer.
On days when work is not performed by the construction contractor, such as rainy or unsuitable weather days, CONSULTANT will not provide services unless authorized by the Resident Engineer. Construction material testing and surveying will not be performed when conditions such as weather, traffic, and other factors prevent safe and efficient operation.

Resumes of CONSULTANT’S personnel and certifications must be submitted to CVAG for review. CONSULTANT personnel must be approved by CVAG prior to assignment to a project. CVAG and CONSULTANT will have the responsibility of determining the quality and quantity of work performed by CONSULTANT personnel. If, at any time, the level of performance of any CONSULTANT survey personnel is below expectations, CVAG may release the survey crew member and request that another be assigned.

If CONSULTANT’S survey crew personnel assigned to the Project is on a leave of absence, the Project Manager will provide an equally qualified replacement(s) until the original employee(s) returns to work. The replacement(s) will be required to meet all the requirements of the permanently assigned employee(s).

All services required herein will be performed in accordance with Caltrans regulations, policies, procedures, manuals, and standards.

Public Outreach Services

CONSULTANT shall furnish a Public Outreach Manager to coordinate with CVAG and Resident Engineer on construction operations. CONSULTANT shall assist CVAG on public outreach efforts. The CONSULTANT shall furnish a minimum of one Spanish translator to effectively perform the required public outreach tasks, as needed. This will be a targeted approach with incremental outreach based on construction schedule and staging.

C. DUTIES AND RESPONSIBILITIES

1. Pre-construction Services
   a. Schedule - CONSULTANT shall review the proposed Project schedule, compare it to the Project plans and specifications, and provide recommendations to CVAG, as appropriate, to ensure efficiency of Contractor and CONSULTANT operations and safe and expeditious completion of the Project.
   b. Budget - CONSULTANT shall review the Project estimate and provide recommendations to CVAG, as appropriate, to ensure efficient utilization of funds and control of project costs.
   c. Constructability Review - CONSULTANT shall review Project plans and special provisions for possible errors and deficiencies and report such findings to CVAG.
   d. Mitigation Measures and Environmental Requirements - Review all environmental permits and mitigation measure requirements and incorporate into project scheduling. Report any restrictions or critical path requirements which may have an adverse impact on project schedules.
2. Bid Process
   a. Bid Documents - CONSULTANT shall assist CVAG, as requested, with the following tasks:
      i. Review of bid documents
      ii. Preparation of bid tabulations and bid advertisement
   b. Pre-construction Meetings – CONSULTANT shall assist CVAG in conducting one, or more, pre- construction meetings with all involved parties on the Project. Parties may include, but are not limited to, the Contractor, Design Engineer, Caltrans, County and City staff, utility companies, and developers.
   c. Contract Award - CONSULTANT shall assist CVAG, as requested, with the following tasks:
      i. Review bid for completeness and responsiveness.
      ii. Perform bid analysis.
      iii. Development of contractor payment schedules, and other procedural items.
      iv. Checking Contractor references, licenses, insurance, and sureties.
      v. Coordination with prospective Contractor for award of construction contract(s).

   All processes will be consistent with procedures outlined by the California Department of Transportation for Special Funded Programs and Local Assistance Procedure Manuals.

3. Project Administration
   a. CONSULTANT shall administer Project construction contracts using Caltrans Construction Manual as a guideline.
   b. CONSULTANT shall conduct regular Project coordination meetings with Contractor, CVAG, local agencies, and design engineer, as appropriate.
   c. CONSULTANT shall prepare Contractor progress payments and maintain payment records and supporting documentation. All progress payments shall be reviewed by CVAG for approval.
   d. CONSULTANT shall provide reports as needed to comply with specific funding requirements.
   e. CONSULTANT shall establish and maintain Project records in accordance with the Caltrans Construction Manual. Project record keeping shall include, but are not limited to, correspondence, memoranda, contract documents, change orders, claims, CVAG and engineer directives, meeting minutes, shop drawings, supplementary drawings, and requests for payment. CONSULTANT shall maintain a record of the names, addresses, and telephone and fax numbers of the Contractors, subcontractors, and principal material suppliers.
   f. CONSULTANT shall establish and maintain a filing system in hard copies files and in electronic forms for each Project using the Caltrans Construction Manual as a guideline.
   g. CONSULTANT shall monitor Contractors’ construction schedules on an ongoing basis and alert CITY to conditions that may lead to delays in completion of the Project.
   h. CONSULTANT shall prepare and submit a monthly Activity Summary Report for the Project in a format approved by CVAG. The activity report shall include among
other items status of SWPPP issues, RFIs, contract change orders, and notice of potential claims; construction activities completed, ongoing, and upcoming; status of Project budget and schedule, and other highlights and critical issues.

i. CONSULTANT shall review and ensure compliance with environmental requirements.

j. CONSULTANT shall participate in partnering sessions with the Contractor, and CVAG, as required.

k. CONSULTANT shall ensure that the Project meets all provisions of the Caltrans Quality Assurance Program Manual.

l. CONSULTANT shall review Contractors’ certified payroll records and ensure compliance with the requirements of the construction contract.

m. CONSULTANT shall ensure that the Project meets all provisions of the Storm Water Pollution Prevention Plan (SWPPP).

n. CONSULTANT shall assure that the Project meets all applicable regulations of the Air Quality Management District (AQMD).

o. CONSULTANT shall maintain redlined as-built plans on an ongoing basis throughout the duration of the Project. Redlined plans shall show all changes made to the original contract plans, each change identified with the name of the approver, date of change approval, and CCO number, if applicable.

p. CONSULTANT shall procure and continuously maintain Commercial general liability (CGL) insurance with a limit of not less than $2,000,000 each occurrence and an aggregate limit of not less than $4,000,000. CGL insurance must be written on ISO occurrence form CG 00 0 I 12 04 (or a substitute form providing equivalent coverage). The policy must also contain the following endorsement, which must be stated on the certificate of insurance: "Contractual Liability Railroads" ISO form CG 24 17 I 0 0 I (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

4. Construction Coordination
   a. CONSULTANT shall provide a qualified Resident Engineer to effectively manage the Project.
   b. CONSULTANT Resident Engineer shall act as a primary day-to-day contact between Contractor, CVAG, CONSULTANT’s construction surveyor, CONSULTANT’s materials inspector, and utility companies. CONSULTANT may, when requested by CVAG, act as point of contact between design engineers, cities, and the public. CONSULTANT shall ensure coordination with property owners adjacent to Project right-of-way to ensure timely communication regarding property-condition survey and construction activities and scheduling.
   c. CONSULTANT shall maintain regular contact with CVAG’s Project/Construction Manager, or designees.
   d. CONSULTANT shall coordinate any utility relocations, if needed, with utility companies and their designees, as well as the utility inspector.
e. CONSULTANT shall proactively review Project plans and special provisions for possible errors and deficiencies prior to construction of any specific element and report such findings to CVAG. Should CVAG determine that changes are necessary, CONSULTANT shall assist in implementation and processing of change orders in accordance with contract documents.

f. CONSULTANT shall proactively review Project plans and special provisions; monitor, coordinate, and track construction progress schedule and RFIs; and communicate with various agencies prior to construction of any specific elements to ensure the Project proceeds on schedule and according to the order of work in the plans and special provisions. CONSULTANT shall expedite work, as required, to maintain schedule in conjunction with the overall construction staging program.

g. CONSULTANT shall coordinate review of shop drawings and Requests for Information (RFI) with the Construction Manager. CONSULTANT shall log and track all submittals and requests.

h. CONSULTANT shall provide a qualified SWPPP Coordinator who along with the Resident Engineer shall review and certify contractor prepared Storm Water Pollution Prevention Plans (SWPPP) and coordinate approval with CVAG and the State Water Resource Control Board. The SWPPP Coordinator shall be at a minimum a Qualified Storm Water Pollution Prevention Plan (SWPPP) Developer (QSD) and a Qualified SWPPP Practitioner (QSP). CONSULTANT shall provide at a minimum weekly SWPPP monitoring and shall cooperate with all monitoring agency inspections and field reviews.

i. CONSULTANT shall coordinate the implementation of any changes with the Construction Manager and the design engineer.

j. CONSULTANT shall review, forward the plans and calculations to UPRR for review and concurrence. CONSULTANT shall approve falsework and shoring plans per Caltrans and UPRR standards.

k. CONSULTANT shall review and approve Traffic Control Plans and forward to CVAG for Caltrans/City/County approvals, as necessary.

l. CONSULTANT shall coordinate all Project construction activities with other on-going projects within and adjacent to the Project limits.

m. CONSULTANT shall coordinate tribal monitoring, where applicable, and shall comply with all requirements as outlined in monitoring agreements.

5. Construction Inspection

a. CONSULTANT shall coordinate all required inspections necessary for the Project. CONSULTANT shall ensure that appropriate City and local agencies are notified and present as required throughout the Project. CONSULTANT shall notify CVAG immediately regarding any directives, recommendations, notices, etc., received from agencies other than CVAG.

b. CONSULTANT shall perform daily on-site observations of the progress and quality of construction to determine if the work being performed is in general conformance with the contract documents, all applicable laws, codes, and ordinances.
c. CONSULTANT shall exercise reasonable care and diligence to discover and promptly report to CVAG any and all defects or deficiencies in the materials or workmanship used in the Project.

d. CONSULTANT personnel assigned to the Project shall be thoroughly familiar with Caltrans Standard Specifications, Caltrans Standard Plans, Caltrans Erosion Control requirements, and safety standards. CONSULTANT personnel shall have the ability to read and interpret construction plans and specifications. CONSULTANT personnel shall also have knowledge of State of California Construction Safety Orders (CalOSHA) and traffic control practices as specified in the California Manual on Uniform Traffic Control Devices (California MUTCD).

e. CONSULTANT personnel shall be thoroughly familiar with the construction requirements of Caltrans’ Storm Water Pollution Prevention Program.

f. Assignments to be performed by CONSULTANT personnel shall include, but are not limited to, the following:

i. Paving and subgrade inspection, sub-surface & finish surface drainage inspection, structures and foundation inspection, electrical inspection for traffic, and irrigation control equipment, signing and striping inspection, quantity calculations, checking grade and alignment, construction traffic control, soil amendments and plant material identification & quality control, hardscape inspection, trenching & irrigation inspection and duties that may be required to determine that construction of the Project is being performed in accordance with the contract documents.

ii. Identifying actual and potential problems associated with the Project and recommending sound engineering solutions.

iii. Identifying common plant diseases and/or pests together with their respective eradication techniques, directing of plant adaptability requirements along with proper planting & pruning techniques, and avoiding potential problems associated with the Project by recommending sound engineering solutions.

iv. Maintaining awareness of safety and health requirements. Monitoring Contractors’ compliance with applicable regulations and construction contract provisions for the protection of the public and Project personnel.

v. Preparing complete and accurate daily reports, calculations, project records, payment quantity documents, reports, and correspondence related to Project activities.

vi. Preparing construction sketches, drawings, and cross-sections, as necessary.

vii. Assisting in the preparation of as-built plans.

viii. Providing inspections for environmental compliance.

ix. Maintaining awareness of water discharge requirements. Monitoring Contractors’ compliance with applicable regulations and construction contract provisions.

x. Coordinating Tribal inspections and monitoring, as required.

xi. Monitoring Contractors’ compliance with applicable regulations required by AQMD.

xii. Other duties as may be required or reasonably requested.
6. Project Support
   a. Construction Surveys
   CONSULTANT shall perform construction surveying services, field calculations, and home office calculations to support construction of the Project. CONSULTANT may be requested to review available survey data, construction plans, and right-of-way plans to confirm compatibility and to identify discrepancies prior to and during construction of proposed projects. The Resident Engineer will assign survey work to the CONSULTANT by issuing a “Request for Survey Services”. Requests may include, but not be limited to, the following types of surveys and related services:

   i. Construction Surveys
   CONSULTANT shall assist the Resident Engineer in all phases of construction staking and calculations as needed.
   a) Survey calculations and adjustments shall be performed with established and computed coordinates based on the California Coordinate System.
   b) Cross-section data collection shall be performed by conventional and terrain line interpolation survey methods.
   c) Survey data will include topography, cross-section, and other survey data in computer formats compatible with the Caltrans computer survey and design systems.
   d) Prepare and maintain survey documents. Survey documents include survey field notes, maps, drawings, and other survey documents.
   e) Perform construction staking per Caltrans Survey Manual – Construction Surveys. Construction staking shall include lines and grades for drainage inlets and structures.
   f) Monitor for settlement, if required.
   g) Global Positioning Satellite (GPS) equipment shall be made available if required by CVAG.

   ii. Right of Way Lines
   Existing right of way and easements will be established from Local Agency’s record information and existing monumentation.
   a) Right of way monumentation shall be renewed and restored in accordance with Section 10.4 of the Caltrans “Survey Manual” and the State of California Land Surveyor’s Act.
   b) Corner records and records of surveys shall be prepared and filed in accordance with the applicable standards and the State of California Land Surveyor’s Act and the California Subdivision Map Act.
   c) Perpetuate existing monumentation, which includes restoring, renewing, referencing, and resetting existing boundary related monumentation. In addition, stake areas where construction disturbs the existing right of way, preparing and filing required maps and records.

   New right of way and easements will be established from plans, right of
way maps, utility drawings, and Local Agency record information, and existing monumentation.

d) Right of Way Surveys, which includes research and preparation filing of required maps and records. In addition, locate and set monuments for right or way and easement lines, staking for right of way and easement fences.
e) Final monumentation, which includes setting of centerline points of control upon completion of construction.

iii. Control Survey
Includes Project control surveys, aerial mapping control surveys, horizontal and vertical control surveys. In addition, control surveys will include restoration, renewal, reference, relocation, and resetting of existing control monumentation. The CONSULTANT will be required to provide horizontal and vertical control at the end of each segment of pathway.

CONSULTANT will provide all necessary Project related surveys and construction staking, including horizontal and vertical control, right of way, and easements. CONSULTANT shall coordinate all staking and verify accuracy. CONSULTANT shall ensure timely coordination of all staking requests from the Contractor.

b. Materials Testing/Source Inspection Services
i. CONSULTANT will provide experienced personnel, equipment, and facilities to perform various construction materials sampling and testing. Laboratory and field materials testing will be used to ensure that structure and roadway construction work conforms to California State Department of Transportation (Caltrans) standards, specifications, and special provisions for material quality and workmanship.

ii. All field and laboratory testing are to be performed in accordance with California Test Methods. The minimum required testing frequencies are per Caltrans Construction Manual.

iii. CONSULTANT will be responsible for the accuracy and completeness of all test data compilation and results.

c. Public Outreach
i. General Public Outreach Plan
   a) CVAG’s primary goal is to assure the public that CVAG is a public agency that delivers quality transportation projects and trustworthy, accurate and timely public information.
   b) CONSULTANT shall assist CVAG on public outreach effort. This will be a targeted approach with incremental outreach based on construction schedule and staging. The primary target audiences identified for this Project include, but are not limited to:
      i) Local Agencies
      ii) Cities
      iii) Emergency Service Providers
iv) School Districts
v) Local Business Community – Chamber of Commerce(s)
vi) Local media
c) In the weeks prior to the selection of a construction contractor, CVAG may coordinate an Emergency Responders Project Briefing to highlight the Project details and possible access challenges for consideration by the Project team.
d) Following the emergency responders briefing, CVAG may coordinate a Chamber of Commerce Project Briefing to highlight the Project benefits, possible construction schedule and traffic management plan.
e) Just prior to the start of field construction activities, CVAG and CONSULTANT (includes all PR subs) may coordinate a groundbreaking media event with the LOCAL AGENCY to ceremoniously open the Project.
f) Prior to construction beginning, CVAG and CONSULTANT may coordinate a community meeting to share Project information, construction scheduling, detour information and expected challenges with the general public.
g) Near the completion of the construction Project, CVAG and CONSULTANT will coordinate a ribbon-cutting media event. CONSULTANT will be called upon in a similar fashion to the groundbreaking event.
h) At various stages throughout the Project, CVAG will request support from CONSULTANT for the following items:
   i) Establish and maintain stakeholder and/or ‘interested parties’ list(s) – used for sharing Project updates during Project construction. May need to be filtered to specific audiences (i.e. emergency responders, city government, etc.)
   ii) Development of a Project fact sheet (include Project description, Project budget, Project schedule, CVAG contact information, LOCAL AGENCY contact information, photos, logos, etc.)
   iii) Emergency notices – when needed.
   iv) Develop web content for project tab on CVAG website. This page should include same elements of fact sheet with expanded detail when possible. If the information is dynamic, please provide updates to CVAG Public Information Office for approval prior to submitting to webmaster.
   v) All media inquiries shall be directed to the Governmental Projects Manager at CVAG.

CONSULTANT may be called up on to develop (with input from CVAG) and maintain a task list of deliverables for the public outreach event. CONSULTANT will acquire the necessary items authorized for the event. CONSULTANT will be responsible for helping set up and breakdown of the event site, if needed.

d. Permits
CONSULTANT shall review the Project for environmental and construction permit compliance and coordinate with CVAG and the design engineer to ensure that necessary permits are obtained. CONSULTANT shall assist CVAG in the coordination, timely processing and verification of approval for all permits. CONSULTANT shall maintain permits and permit documentation at a location designated by CONSULTANT, as approved by CVAG.

7. Cost and Schedule
   a. CONSULTANT shall monitor and track the following:
      i. Contract pay item quantities and payments
      ii. Contract change orders
      iii. Supplemental work items
      iv. Agency furnished materials
      v. Contingency balance
      vi. Project budget
   b. CONSULTANT shall review and monitor Contractor’s schedule and inform CVAG of any significant changes or deviations in the schedule.
   c. CONSULTANT shall provide and maintain a Project staffing plan of field office personnel based on the Contractor submitted baseline schedule update. In cooperation with CVAG, the staffing plan shall be periodically updated to reflect Project progress and needs.

8. Contract Change Orders and Claims
   a. CONSULTANT shall receive and evaluate requests for changes and/or substitutions by the Contractor. Contract Change Orders submitted to CVAG shall be accompanied by CONSULTANT recommendations. Where applicable, CONSULTANT shall convey proposed changes to design engineer, or other Project construction managers. If the requested changes are accepted, CONSULTANT shall negotiate and prepare appropriate Contract Change Orders.
   b. CONSULTANT shall attempt to avoid unnecessary Contract Change Orders. When a Contract Change Order is necessary, CONSULTANT shall consult with CVAG prior to its preparation. Unless directed otherwise by CVAG, the preferred method of payment for Contract Change Orders should be as follows
      i. Agreed Price.
      ii. Adjustment in compensation to a bid item.
      iii. Time and materials or Force Account.
   c. CONSULTANT shall perform force account analysis to validate cost submitted by the Contractor for contract change orders with agreed unit price, lump sum price, and adjustment in components. Analysis shall be based on realistic production and resource needs to complete the work.
   d. CONSULTANT shall attempt to identify all potential claims, track and monitor unresolved claims. The CONSULTANT shall implement appropriate claims avoidance processes where in the best interests of CVAG as determined by CVAG’s Project Manager.
e. CONSULTANT shall assist CVAG, as requested, in the identification, resolution, and final disposition of claims filed by the Contractor or third parties against CVAG or the Project.

9. Safety
In addition to the requirements specified elsewhere in this contract, the following shall also apply:
   a. CONSULTANT shall implement and conduct a comprehensive safety program including regular tail-gate safety meetings for CONSULTANT personnel.
   c. CONSULTANT shall provide appropriate safety training for all CONSULTANT field personnel.
   d. CONSULTANT shall provide all necessary safety equipment as required for CONSULTANT personnel.

10. Project Close Out
   a. CONSULTANT shall prepare a list of items to be completed and/or corrected by the Contractor for final completion of the Project.
   b. CONSULTANT shall collect and furnish as-built information to the design engineer for preparation of as-built drawings including pre-stress drawings and pile logs, as applicable.
   c. CONSULTANT shall review and verify completeness of as-built drawings.
   d. CONSULTANT shall conduct a final walk-through with CVAG, Local Agencies, Contractors, and design engineers.
   e. CONSULTANT shall prepare final construction reports including the Project Completion Report.
   f. CONSULTANT shall prepare and deliver to CVAG all Project files.
   g. CONSULTANT shall assist CVAG and Contractor in obtaining final release of all Project permits.
   h. Project closeout services will be completed within six months of project acceptance, including final report of expenditures per Caltrans requirements.

D. DELIVERABLES
1. Inspector daily reports, extra work diaries and Resident Engineers’ daily diaries.
2. Monthly Project Activity Summary Reports.
4. Contractor final payment documents delivered to CVAG no later than ten (10) working days after acceptance by CVAG of the completed construction Project.
6. All Project files, Project reports, correspondence, memoranda, shop drawings, Project logs, change order data, claims and claim reports, and Contractor payment records.
7. Certified payrolls and fringe benefit statements for all employees, CONSULTANT and Contractor, who are subject to the State and/or Federal prevailing wage rates.
8. All material test results will be provided in accordance with the applicable Standard Specifications and Special Provisions, and test methods. Failing tests will be immediately reported to the Resident Engineer or Structures Representative. All test results will be recorded on the appropriate forms. The test documents will be legible and show the identity of the tester where appropriate. A notebook containing all test results and reports will be maintained by CONSULTANT throughout the duration of the Project and delivered to CVAG with the Project files.

9. Unless otherwise specified in the survey request, the deliverables shall conform to the following:
   a. Survey points, lines, and monuments shall be established, marked, identified, and referenced as required by survey request and requirements herein.
   b. Survey notes, drawings, calculations, and other survey documents and information shall be completed as required by the survey request and the requirements herein.
   c. All original survey documents resulting from this contract, including original field notes, adjustment calculations, final results, and appropriate intermediate documents, shall be delivered to the Resident Engineer and shall become the property of CVAG. A copy of all survey documents furnished by CVAG shall be retained by CONSULTANT for future reference.
   d. When the survey is performed with a total station survey system, the original field notes shall be a hard copy in a readable format of the data (observations) as originally collected and submitted by the survey party. The hard copy shall be signed by the Party Chief. If the Party Chief is not licensed, the person in “responsible charge” will be required to sign.

E. **EQUIPMENT AND MATERIALS TO BE PROVIDED BY CONSULTANT**

1. CONSULTANT shall provide all necessary equipment including software, materials, supplies, miscellaneous tools, phones, vehicles, and safety equipment required for its personnel to perform the services accurately, efficiently, and safely. Only those items listed in Attachment B, CONSULTANT Cost Proposal, shall be reimbursed by CVAG.

2. CONSULTANT personnel shall be provided with vehicles suitable for the location and nature of the work involved. Vehicles shall be equipped with flashing yellow lights, either permanently or temporarily affixed.

3. CONSULTANT personnel shall be provided with a cellular phone, or other means to assure full-time communication.

4. CONSULTANT personnel shall be provided with all applicable standard plans, specifications, and other standards as appropriate (see item G below).

5. For Materials Testing/Source Inspection, CONSULTANT and its staff will be fully equipped at all times to perform the services required, including but not limited to the following:
   a. An on-site mobile laboratory or laboratory in close proximity to the Project will be required. The type and location of the lab should be such that it can meet the needs of the Project in an efficient, time effective manner. The laboratory is to be fully staffed, equipped, and supplied to conduct all required soils, materials, and concrete breaking tests in a timely manner.
b. Field personnel will be provided with all necessary safety equipment to permit work to be performed safely and efficiently within operating highway and construction zone environments.

c. All equipment to be calibrated as per Section 3-10 and 3-11 of Caltrans’ Quality Assurance Program Manual.

6. For construction surveying, CONSULTANT and staff shall have adequate equipment and supplies to complete the required survey work.

F. MATERIALS TO BE FURNISHED BY CVAG

1. CVAG will provide all Project construction documents including plans, special provisions, and all other reports, designer prepared resident engineer files, and contracts.

2. CVAG will provide copies of all previously secured permits and Project authorizations.

3. Appropriate forms for recording test data in accordance with Caltrans practices and procedures outlined in the “Manual of Test”.

4. CVAG intends to have the construction contractor provide a field office trailer.

G. STANDARDS

All construction inspection, surveys, materials sampling and testing, and contract administration shall be in accordance with the Project bid documents, special provisions, plans, and current Caltrans Manuals including:

1. Construction Manual and its revisions
4. California Manual on Uniform Traffic Control Devices (California MUTCD)
5. Caltrans Standard Specifications and Standard Plans
6. Caltrans Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual
7. Manual of Test (3 volumes)
10. Work not covered by the manuals shall be performed in accordance with accepted professional standards.

Surveys performed by CONSULTANT shall conform to the requirements of the Land Surveyor’s Act. In accordance with the Land Surveyor’s Act, “responsible charge” for the work shall reside with the Licensed Land Surveyor or a pre-January 1, 1982, Registered Professional Civil Engineer in the State of California.

Unless otherwise specified in the survey request, control surveys shall conform to second order (modified) accuracy standards as specified in the Caltrans “Survey Manual”.

Additional standards for specific survey work may be included in the applicable request for survey. Such standards supplement the standards specified herein. If additional standards conflict with the standards specified herein, the “Survey Request’s” standard shall govern.
The Resident Engineer and CVAG will decide all questions, which may arise as to the quality or acceptability of deliverables furnished and work performed for this contract. Any CONSULTANT employee who does not perform adequately will be replaced if directed by the CVAG’s Project Manager.

H. AVAILABILITY AND WORK HOURS
The typical workday includes all hours worked by CVAG’s construction Contractor including nights and weekends. The construction Contractor’s operations may be restricted to specific hours during the week, which will become the normal workday for CONSULTANT’s personnel. On days when work is not performed by the construction contractor, such as rainy or unsuitable weather days, CONSULTANT services will not be provided unless authorized by the CVAG’s Project Manager.

Unless otherwise directed by CVAG, the normal work week will consist of 40 hours. From time to time, overtime may be required. However, overtime will be worked only when approved in writing by CVAG.

I. LIMITATIONS TO THE CONSULTANT AUTHORITY CONSULTANT does not have the authority to:
1. Authorize deviations from the contract documents.
2. Approve substitute materials or equipment; except as authorized in writing by CVAG.
3. Conduct or participate in tests or third-party inspections; except as authorized in writing by CVAG.
4. Assume any of the responsibilities of the Contractors, Contractors’ Superintendent, or subcontractors.
5. Exercise control over or be responsible for construction means, methods, techniques, sequences, procedures, or safety precautions.
6. Communicate directly with subcontractors or material suppliers without the prior consent of the Contractor.
7. Verbally authorize or approve change orders or extra work for the Project.
8. Offer or receive incentives, inducements, or other forms of enumeration to or from the Contractor to perform services or work outside the terms of any executed contracts for this Project.

J. THIRD PARTY RELATIONSHIPS
This Contract is intended to provide unique services for a specific project. In the development of the Project, CVAG has worked closely with various professional consultants, agencies, and others in the preparation of the construction documents and other Project related materials. CVAG, however, is solely responsible for and will be the sole point of contact for all contractual matters related to the Project.

CONSULTANT shall take direction only from CVAG and shall regularly inform only CVAG of Project progress, outstanding issues, and all Project related matters.
During the course of the Project, CONSULTANT may find occasion to meet with Caltrans, City or County representatives, the design engineer, Project consultants, or other third parties who have assisted with the Project. These entities may, from time to time, offer suggestions and/or recommendations regarding the Project or elements of the Project. While CVAG enjoys a close relationship with and has considerable confidence in the capabilities of these other parties, CONSULTANT shall not act on any suggestions, solicited or unsolicited, without obtaining specific direction from CVAG. All oral and written communication with outside agencies or consultants related to the Project shall be directed only to CVAG. Distribution of Project related communication and information shall be at the sole discretion of CVAG representatives.

K. CONSTRUCTION SITE SAFETY
In addition to the requirements specified elsewhere in this contract, the following also will apply.
1. CONSULTANT will conform to the safety provisions of the Caltrans Construction Manual.
2. CONSULTANT’s field personnel will wear white hard hats with proper suspension, CalOSHA compliant safety gears, sleeved shirt, long pants, and leather boots with ankle support and rubber soled shoes at all times while working in the field.
3. CONSULTANT will provide appropriate safety training for all CONSULTANT’s personnel, including work on and near highways.
4. All safety equipment will be provided by CONSULTANT.

L. BASIS FOR SURVEY AND MONUMENT STAKING
CVAG will designate the existing horizontal and vertical control monuments that are the basis of CONSULTANT performed surveys. CVAG will provide the California Coordinate System values and/or elevation values for these monuments. CONSULTANT shall adjust CONSULTANT performed surveys to be the designated control monuments and the values. Monuments established by CONSULTANT shall be marked by CONSULTANT with furnished disks, plugs, tags. In addition, CONSULTANT shall identify CONSULTANT established monuments by tagging or stamping the monuments with the license or registration number of CONSULTANT’S surveyor who is in “responsible charge” of the work.

M. PERSONNEL QUALIFICATIONS AND RESPONSIBILITIES
The quantity and qualifications of field personnel to be assigned will be determined by the scope of the Project and the degree of difficulty of required tasks to be performed. All personnel and personnel assignments are subject to approval by CVAG. While some areas of responsibility may overlap, as a guideline, CONSULTANT personnel assigned to the Project should have the following qualifications:
1. Project Manager
   Project Manager with Coachella Valley experience is highly desirable. The Project Manager shall be licensed as a Professional Civil Engineer in the State of California at the time of proposal submittal through the duration of the contract.
   a. A minimum of fifteen (15) years' project management experience on similar construction projects is desired.
b. Accessible to CVAG at all times during normal working hours.
c. A thorough understanding of Caltrans construction practices and procedures.
d. Previous construction management experience on at least one railroad grade separation or undercrossing project.
e. The Project Manager will assume the following functional responsibilities:
   i. Review, monitor, train, and provide general direction for CONSULTANT personnel.
   ii. Assign personnel to projects on an as-needed basis.
   iii. Administer personal leave.
   iv. Prepare monthly reports for delivery to CVAG.

2. Resident Engineer
   a. A minimum of ten (10) years' resident engineer experience on similar construction projects is desired.
   b. Licensed Professional Civil Engineer in the State of California.
   c. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.
   d. Accessible to CVAG at all times including weekends and holidays.
   e. A thorough understanding of Caltrans field methods, practices, and construction office procedures.
   f. Previous construction management experience on at least one railroad grade separation project.
   g. The Resident Engineer will assume the following functional responsibilities:
      i. Monitor and provide daily direction to CONSULTANT Resident Engineers and inspection personnel.
      ii. Assign field personnel to specific project tasks.
      iii. Monitor and track Contractor progress.
      iv. Prepare daily, weekly and monthly reports as required.
      v. Coordinate utility relocations with appropriate agencies and the utility inspector.
      vi. Act as prime field contact between various project Contractors and CVAG’s Project Manager.

3. Assistant Resident Engineer
   a. A minimum of four (4) years’ experience on similar construction projects is desired.
   b. Licensed Professional Civil Engineer in the State of California.
   c. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.
   d. Accessible to CVAG at all times including weekends and holidays.
   e. Thorough understanding of Caltrans field methods, practices, and construction office procedures. The Assistant Resident Engineer shall act under the direction of the Resident Engineer and will assume the following functional responsibilities:
      i. Monitor and provide daily direction to CONSULTANT inspection personnel.
      ii. Assign field personnel to specific project tasks.
      iii. Monitor and track Contractor progress.
      iv. Prepare daily, weekly and monthly reports as required.
v. Coordinate utility relocations with appropriate agencies.

4. Lead Field Inspector
   a. A minimum of six (6) years' construction inspection experience in public works or similar projects or a four-year degree in the field of civil engineering, transportation and four years of similar construction experience is desired.
   b. Knowledge of Caltrans construction practices, physical characteristics and properties of highway construction materials, and approved methods and equipment used in making physical tests of construction materials.
   c. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.
   d. Ability to direct the efforts of subordinate inspectors.
   e. Ability to use an automatic level and transit for the purpose of verifying line and grade.
   f. Understanding of Caltrans field and construction office procedures. The Lead Field Inspector will assume the following functional responsibilities:
      i. Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of construction.
      ii. Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
      iii. Coordinate field testing of materials to monitor compliance with Project specifications and Caltrans Quality Assurance Program.
      iv. Maintain accurate and timely Project records. Perform quantity calculations for progress pay estimates.
      v. Perform analytical calculations such as basic earthwork, grading, profiles, and special staking procedures.
      vi. Provide input for the redesign of facilities to fit existing field conditions.
      vii. Monitor and track Contractor progress. Prepare daily, weekly, and monthly reports as required.

5. Field Inspector
   a. Two (2) years' construction inspection experience in public works or similar projects or a four-year degree in the field of civil transportation engineering is desired.
   b. Knowledge of construction practices, physical characteristics and properties of construction materials, and approved methods and equipment used in making physical tests of construction materials.
   c. Ability to work independently. Ability to make minor decisions concerning construction work in progress and to solve field and office problems.
   d. Ability to use an automatic level and transit for the purpose of verifying line and grade.
   e. Understanding of Caltrans construction methods and practices. The Field Inspector will assume the following functional responsibilities:
      i. Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of project construction.
ii. Assist in preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.

iii. Coordinate field testing of materials to monitor compliance with Project specifications and Caltrans Quality Assurance Program.

iv. Perform quantity calculations for progress pay estimates and maintain Project records.

v. Perform analytical calculations such as basic earthwork, grading, profiles, and special staking procedures.

vi. Provide input for the redesign of facilities to fit existing field conditions.

vii. Perform construction materials sampling.

viii. Perform labor compliance interviews of the Contractors’ personnel.

6. Structural Representative or Lead Structural Inspector

   a. A minimum of ten (10) years of bridge or structural construction inspection as related to major public works projects and a four-year degree in civil engineering is desired.

   b. Licensed Professional Civil Engineer in the State of California.

   c. Knowledge of stress analysis, structural mechanics, and strength of materials.

   d. Knowledge of Caltrans construction practices and the physical characteristics and properties of various bridge construction materials including concrete.

   e. Experience in the following areas: foundations, pile driving, concrete prestressing, bridge deck construction, cast-in-place wall construction, falsework, and shoring.

   f. Ability to work independently. Ability to perform duties in the construction field office and effectively make decisions concerning construction work in progress and solving field problems.

   g. Ability to direct the efforts of subordinate inspectors.

   h. Ability to use an automatic level and transit for the purpose of verifying line and grade.

   i. Thorough understanding of Caltrans field methods, practices, and construction office procedures.

   j. Previous construction management experience on at least one railroad grade separation project.

   k. The Structural Representative shall assume the following functional responsibilities:

      i. Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of structural construction such as bridges, foundations, walls, falsework, shoring, and drainage structures.

      ii. Make grade, alignment, quantity, falsework, and shoring calculations.

      iii. Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project. Coordinate the sampling and testing of construction materials to monitor compliance with contract specifications.

      iv. Monitor and track Contractor progress. Prepare daily, weekly, and monthly reports as required.
v. Coordinate with Resident Engineer, as well as the Construction Staking and Material Testing consultants.
vi. Direct the daily activities of subordinate inspectors.

7. Structural Inspector
   a. A minimum of two (2) years of bridge design or structural construction inspection as related to Caltrans or major public works projects or a four-year degree in civil or structural engineering is desired.
   c. Knowledge of construction practices and the physical characteristics and properties of various highway bridge construction materials including concrete.
   d. Experience in one or more of the following areas: pile driving, concrete prestressing, bridge deck construction, retaining wall construction, falsework, and shoring.
   e. Ability to work independently and make minor decisions concerning construction work in progress and to solve field and office problems.
   f. Ability to use an automatic level and transit for the purpose of verifying line and grade.
   g. Understanding of Caltrans construction methods and practices.
   h. The Structural Inspector will assume the following functional responsibilities:
      i. Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of structural construction such as bridges, foundation, walls, falsework, shoring, and drainage structures.
      ii. Make grade, alignment, quantity, falsework, and shoring calculations.
      iii. Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
      iv. Sampling and testing of construction materials to monitor compliance with contract specifications and Caltrans Quality Assurance Program.

8. Office Engineer
   a. A minimum of two (2) years' experience as an office engineer on similar construction projects is desired.
   b. Knowledge of Caltrans Office of Highway Construction forms used to administer construction projects.
   c. Knowledge of Caltrans system of document organization.
   d. Knowledge of construction records and accounting procedures.
   e. Knowledge of documentation, procedures, and reporting for federally funded projects.
   f. Knowledge of laws and regulations governing the payment of prevailing wages.
   g. The Office Engineer will assume the following functional responsibilities:
      i. Process monthly progress pay estimates, monthly status reports, extra work reports, and weekly statements of working days.
      ii. Prepare and process contract change orders.
      iii. Monitor construction budget and schedule.
iv. Prepare, maintain, and/or file project documents including labor and equipment records, correspondence, memoranda, meeting minutes, claims, personnel records, labor compliance reports, and daily, weekly, and monthly reports.

v. Perform routine calculations and checking of quantities.

vi. Coordinate all office activities and functions with CVAG representatives.

9. Materials Testing/Source Inspection Project Manager
   a. A minimum ten (10) years’ project management experience on a similar highway/bridge construction project is desired.
   b. Licensed Civil Engineer in the State of California.
   c. Ability to use typical computer programs including word processing and spreadsheets.
   d. The materials testing project manager will assume the following functional responsibilities:
      i. Review, monitor, train, and provide general direction for CONSULTANT’s Caltrans certified laboratory and field personnel.
      ii. Assign personnel to projects on an as-needed basis in coordination with the Resident Engineer.
      iii. Administer personal leave, subject to approval of the Resident Engineer.
      iv. Prepare monthly reports for delivery to the Resident Engineer.
      v. Provide direction, administration, and responsibility for Materials Certification per Caltrans Construction Manual, Section 8-01.
      vi. Assist CVAG and Resident Engineer in preparing the project specific Source Inspection Quality Management Plan (SIQMP) for Caltrans review and approval. (Reference Caltrans “Source Inspection Quality Management Plan (SIQMP Outline dated 04/17/12).
      vii. Provide direction, administration, and responsibility for implementation of the approved SIQMP per Caltrans Construction Procedures Directive (CPD) 08-5 and FHWA Title 23 requirements.

Material testing personnel will be certified by a California Registered Civil Engineer as being experienced and competent in the test procedures required for the work involved in accordance with CVAG’s Quality Assurance Program Manual approved by Caltrans. Independent certification of Caltrans test procedures may be performed at the discretion of the CVAG Construction Manager.

10. Materials Technicians
CONSULTANT personnel provided under this contract will have a variety of skills and experience appropriate for the level of tasks to be assigned. Field personnel shall be certified by Caltrans and should have a minimum of two (2) years’ experience in conducting material sampling and testing of the type required for the projects involved and possess the following additional capabilities:
   a. Have the ability to establish specific locations for appropriate tests when construction contract administration personnel are not available.
b. Be familiar with construction practices and be fully aware of construction activities at the Project site.
c. Have knowledge of, and comply with, safety and health regulations and requirements applicable to the Project.
d. Specific qualifications for technicians are as follows:

11. Construction Surveying Project Manager
   a. A minimum ten (10) years’ project management experience on similar construction projects is desired.
   b. Licensed Surveyor or pre-January 1, 1982 Registered Professional Engineer in the State of California.
   c. Accessible to the Resident Engineer and CVAG at all times during normal working hours as specified in this Scope of Services.
   d. Under the direction of the Resident Engineer, the Project Manager will be responsible for:
      i. Review, monitor, train, and provide general direction for CONSULTANT survey personnel.
      ii. Assign personnel to projects on an as-needed basis.
      iii. Administer personal leave, subject to approval of the Resident Engineer.
      iv. Prepare monthly reports for delivery to the Resident Engineer.

12. Field Party Chief(s)
   a. The person(s) holding the position of Party Chief shall meet at least one of the following licensing requirements:
      i. A licensed Land Surveyor in the State of California.
      ii. A pre-January 1, 1982, Registered Professional Civil Engineer in the State of California.
      iii. An experienced surveyor who serves as chief under the direction or supervision of a person who is a licensed Land Surveyor or pre-January 1, 1982 Registered Professional Civil Engineer in the State of California. The direction or supervision shall place the supervisor in “responsible charge” of the work. “Responsible Charge” is defined in Chapter 15 of the Business and Professions Code (the Land Surveyor’s Act) and Title 16, Chapter 5, of the California Administrative Code (regulations adopted by the Board of Registration for Professional Engineers and Land Surveyors).
   b. The Party Chief(s) should have a minimum two (2) years’ survey experience on similar construction projects and possess the following additional capabilities:
      i. Thorough knowledge of construction survey practices and the ability to read and interpret plans and specifications.
      ii. Ability to make effective decisions concerning field problems and work in progress.
      iii. Familiarity with typical coordinate geometry computer programs.
      iv. Familiarity with safety requirements for surveying near traffic.
c. The Party Chief(s) will assume the following responsibilities:
   i. Perform construction staking services for Project construction.
   ii. Administer day to day activities for the survey party.
   iii. Perform analytical survey calculations for items such as grading, horizontal and vertical control, right of way, and minor in-field design.
   iv. Maintain continuous communication with the Resident Engineer, field personnel, and construction administration staff.
SECTION IV – PROPOSED PROFESSIONAL SERVICES AGREEMENT
PROFESSIONAL SERVICES AGREEMENT

Between

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS (CVAG)

and

XXXXXXX

THIS AGREEMENT is made and effective as of __________, 20__, between the Coachella Valley Association of Governments ("CVAG") and __________, ____. ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

   This Agreement shall commence on __________, 20__ and shall remain and continue in effect until tasks described herein are completed, but in no event later than __________, 20__ unless sooner terminated or extended pursuant to the provisions of this Agreement.

2. SERVICES

   Consultant shall perform services consistent with the provisions of the Request for Proposals released on __________, 20__, (the "RFP") and any modification thereto adopted in writing by the parties and identified herein as an exhibit to this Agreement, upon issuance by CVAG of written authority to proceed (a "Work Order") as to either (a) a portion of the work if separate and independent tasks are contemplated or (b) all work if it constitutes a single project.

   Except as amended by the exhibits hereto, Consultant is bound by the contents of the RFP and Consultant's response thereto. In the event of conflict, the requirements of this Agreement, including any exhibits, then the Request for Proposals, shall take precedence over those contained in Consultant's response.

   The following exhibit(s), which amend or modify the RFP and/or Consultant's response thereto, are attached and incorporated herein by reference:

   Exhibit A: Price Formula

3. PRICE FORMULA

CVAG agrees to pay Consultant at the rates set forth in Exhibit A, the Price Formula.
4. **PERFORMANCE**

Consultant shall at all times faithfully, competently and to the best of its ability, experience, and talent, perform all tasks required hereunder. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

Consultant shall submit informal progress reports to CVAG's Project Manager by telephone, e-mail or in person, on a weekly basis, in a form acceptable to CVAG, describing the state of work performed. The purpose of the reports is to allow CVAG to determine if the contract objectives and activities are being completed in accordance with the agreed upon schedule, and to afford occasions for airing difficulties or special problems encountered.

The Consultant’s Project Manager shall meet with the CVAG Project Manager as needed.

5. **PAYMENT**

(a) If independent and separate Work Orders are contemplated, CVAG shall pay Consultant upon satisfactory completion of each Work Order; and, unless Consultant provides a performance bond, progress payments will not be made on individual or a collection of Work Orders. If all the work constitutes a single project, Consultant shall submit invoices for work completed on a periodic basis, no more frequently than monthly.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth in a duly issued Work Order.

(c) Consultant shall submit invoices for services performed in accordance with the payment rates and terms set forth in Exhibit A. The invoice shall be in a form approved by CVAG.

(d) A formal report of tasks performed and tasks in process, in a form acceptable to CVAG, shall be attached to each invoice.

(e) All invoices shall be consistent with current progress reports as well as the budget and work schedule set out in the RFP and, if modified or supplemented thereby, the exhibits to this Agreement.

(f) Upon approval by CVAG’s Project Manager, payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If CVAG disputes any of Consultant’s invoiced fees it shall give written notice to Consultant within thirty (30) days of receipt of the invoice.
6. INSPECTION OF WORK

Consultant shall permit CVAG the opportunity to review and inspect the project activities at all reasonable times during the performance period of this Agreement including review and inspection on a daily basis.

7. SCOPE OF WORK CHANGES

The scope of work shall be subject to change by additions, deletions or revisions by CVAG. Consultant shall be advised of any such changes by written notice. Consultant shall promptly perform and strictly comply with each such notice. If Consultant believes that performance of any change would justify modification of the Agreement price or time for performance, Consultant shall comply with the provisions for dispute resolution set out hereinbelow.

8. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) CVAG may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon Consultant seven (7) days prior written notice. Upon tender of said notice, Consultant shall immediately cease all work under this Agreement, unless further work is authorized by CVAG. If CVAG suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, CVAG shall pay Consultant only for work that has been accepted by CVAG. Work in process will not be paid unless CVAG agrees in writing to accept the partial work, in which case, prorated fees may be authorized. Upon termination of the Agreement pursuant to this Section, Consultant will submit a final invoice to CVAG. Payment of the final invoice shall be subject to approval by the CVAG Project Manager as set out above.

9. DEFAULT OF CONSULTANT

(a) Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, CVAG shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to Consultant. Provided, however, if such failure by Consultant to make progress in the performance of work hereunder arises out of causes beyond Consultant's control, and without fault or negligence of Consultant, it shall not be considered a default.

(b) As an alternative to notice of immediate termination, the CVAG Executive Director or his/her delegate may cause to be served upon Consultant a written notice of the default. Consultant shall then have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that Consultant fails to cure its default within such period of time, CVAG shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.
10. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to work performed, costs, expenses, receipts, and other such information that relates to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of CVAG or its designees at reasonable times to such books and records; shall give CVAG the right to examine and audit said books and records; shall permit CVAG to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Unless the RFP or exhibits hereto expressly provide otherwise, upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of CVAG and may be used, reused, or otherwise disposed of by CVAG without the permission of Consultant. With respect to computer files, Consultant shall make available to CVAG, at Consultant's office and upon reasonable written request by CVAG, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

11. INDEMNIFICATION FOR PROFESSIONAL LIABILITY

To the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless CVAG, its members and any and all of their officials, employees and agents from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs, which arise out of, pertain to, or relate to Consultant's alleged act(s) or failure(s) to act.

12. INSURANCE

(a) Throughout the term of this Agreement, Consultant shall procure and maintain insurance, including Workers' Compensation as required by law for its personnel, and a one million dollar ($1,000,000.00) commercial general liability policy. Consultant shall include CVAG, its member agencies and any other interested and related party designated by CVAG, as additional insureds on this commercial liability policy for liabilities caused by Consultant in its performance of services under this Agreement and shall provide CVAG with a certificate verifying such coverage. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant agrees to provide at least five (5) days notice prior to said expiration date and, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided herein for no less than the remainder of the term of the Agreement, or for a total period of not less than one (1) year. New certificates of insurance are subject to the approval of CVAG. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided, CVAG may, in addition to any other remedies it may have, terminate this Agreement.
(b) CVAG, member agencies and any other interested and related party designated by CVAG are to be covered as additional insured as respects liability arising out of automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the said additional insureds. Minimum requirements are $100,000/$300,000/$25,000.

(c) Consultant's insurance coverage shall be primary insurance as respects CVAG, its member agencies, and any other interested and related party designated by CVAG as additional insureds. Any insurance or self-insurance maintained by said additional insureds shall be in excess of Consultant's insurance and shall not contribute with it and, to the extent obtainable, such coverage shall be payable notwithstanding any act of negligence of CVAG, its members, or any other additional insured, that might otherwise result in forfeiture of coverage. Any failure to comply with reporting or other provisions of the policies, including breach of warranties, shall not affect coverage provided to said additional insureds. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by any party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to CVAG.

(d) Consultant shall provide worker's compensation insurance or a California Department of Insurance-approved self-insurance program in an amount and form that meets all applicable Labor Code requirements, covering all persons or entities providing services on behalf of Consultant and all risks to such persons or entities.

(e) Said insurance policy or policies shall be issued by a responsible insurance company with a minimum A. M. Best Rating of "A-" Financial Category "X", and authorized and admitted to do business in, and regulated by, the State of California.

(f) Evidence of all insurance coverage shall be provided to CVAG prior to issuance of the first Work Order. Consultant acknowledges and agrees that such insurance is in addition to Consultant's obligation to fully indemnify and hold CVAG, its members and any other additional insureds free and harmless from and against any and all claims arising out of an injury or damage to property or persons caused by the acts or omissions of Consultant.

13. INDEPENDENT CONTRACTOR

(a) Consultant is and shall at all times remain as to CVAG a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither CVAG, its members, nor any of their officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of CVAG or its members. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against CVAG or its members, or bind CVAG or its members in any manner except as expressly authorized by CVAG.
(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, CVAG shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder. CVAG shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

14. **LEGAL RESPONSIBILITIES**

Consultant shall keep itself informed of State, Federal and local laws and regulations which in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws and regulations. CVAG, its members, and their officers and employees, shall not be liable at law or in equity for any liability occasioned by failure of Consultant to comply with this Section.

Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, national origin, or any other unlawful basis.

15. **UNDUE INFLUENCE**

Consultant declares and warrants that no undue influence or pressure was or will be used against or in concert with any officer or employee of CVAG in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of CVAG will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling CVAG to any and all remedies at law or in equity.

16. **NO BENEFIT TO ARISE TO LOCAL EMPLOYEES**

No member, officer, or employee of CVAG, nor its designees or agents, and no public official who exercises authority over or responsibilities with respect to the subject of this Agreement during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the services performed under this Agreement.

17. **RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without CVAG’s prior written authorization. Consultant, its officers, employees, agents, or sub-consultants, shall not without written authorization from the CVAG Task Manager or unless requested by the CVAG Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property of CVAG. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant gives CVAG notice of such court order or subpoena.

(b) Consultant shall promptly notify CVAG should Consultant, its officers, employees, agents, or sub-consultants be served with any summons, complaint, subpoena, notice of
deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property of CVAG or its members. CVAG retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with CVAG and to provide the opportunity to review any response to discovery requests provided by Consultant. However, CVAG's right to review any such response does not imply or mean the right by CVAG to control, direct, or rewrite said response.

(c) Consultant covenants that neither it nor any officer or principal of Consultant's firm has any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of services hereunder. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by Consultant as an officer, employee, agent, or subcontractor.

18. **NOTICES**

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To CVAG:  
Executive Director  
Coachella Valley Association of Governments  
73-710 Fred Waring Drive, Suite 200  
Palm Desert, CA 92260

To Consultant:  
XXXX  
XXXX  
XXXX  
XXXX

19. **ASSIGNMENT/PERSONNEL**

Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of CVAG.

Because of the personal nature of the services to be rendered pursuant to this Agreement, there shall be no change in Consultant's Project Manager or members of the project team without prior written approval by CVAG.

20. **MANAGEMENT**

CVAG's Executive Director shall represent CVAG in all matters pertaining to the administration of this Agreement, review and approval of all services submitted by Consultant.
During the term of this Agreement, Consultant shall provide sufficient executive and administrative personnel as shall be necessary and required to perform its duties and obligations under the terms hereof.

21. **SUBCONTRACTS**

Unless expressly permitted in the RFP or the exhibits hereto, Consultant shall obtain the prior written approval of CVAG before subcontracting any services related to this Agreement. CVAG reserves the right to contract directly with any necessary subcontractors in the unlikely event it becomes necessary.

22. **LICENSES**

At all times during the term of this Agreement, Consultant shall have in full force and effect all licenses required of it by law for the performance of the services described in this Agreement.

23. **GOVERNING LAW**

CVAG and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the Riverside County Superior Court, Desert Branch.

Any dispute arising under this Agreement shall first be decided by the CVAG Executive Director or designee. Consultant shall give CVAG written notice within seven (7) days after any event which Consultant believes may give rise to a claim for an increase in compensation or a change in the performance schedule. Within fourteen (14) days thereafter, Consultant shall supply CVAG with a statement supporting the claim. CVAG shall not be liable for and Consultant hereby waives any claim or potential claim which Consultant knew or should have known about and which was not reported in accordance with the provisions of this paragraph. Consultant agrees to continue performance of the services during the time any claim is pending. No claim shall be allowed if asserted after final payment.

24. **FINAL PAYMENT CERTIFICATION AND RELEASE**

CVAG shall not be obligated to make final payment to Consultant until Consultant has fully performed under this Agreement and has provided CVAG written assurances that Consultant has paid in full all outstanding obligations incurred as a result of Consultant’s performance hereunder. All obligations owing by CVAG to Consultant shall be deemed satisfied upon Consultant’s acceptance of the final payment. Thereafter, no property of CVAG shall be subject to any unsatisfied lien or claim arising out of this Agreement.
25. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

26. FORCE MAJEURE

Neither party hereto shall be liable to the other for its failure to perform under this Agreement when such failure is caused by strikes, accidents, acts of God, fire, war, flood, governmental restrictions, or any other cause beyond the control of the party charged with performance; provided that the party so unable to perform shall promptly advise the other party of the extent of its inability to perform. Any suspension of performance by reason of this paragraph shall be limited to the period during which such cause of failure exists.

27. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

COACHELLA VALLEY ASSOCIATION OF GOVERMENTS

By:______________________________

, Chair

XXXX

_________________________________
SECTION V – CALTRANS/FEDERAL FORMS AND OTHER FORMS/MAPS

Section V contains a link to the following Caltrans Local Assistance forms and other forms/maps:

1. EXHIBIT 10-H1-H3: COST PROPOSAL

2. EXHIBIT 10-H4: COST PROPOSAL FOR CONTRACTS WITH PREVAILING WAGES

3. EXHIBIT 10-K: CONSULTANT ANNUAL CERTIFICATION OF INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM

4. EXHIBIT 10-O1: CONSULTANT PROPOSAL DBE COMMITMENT

5. EXHIBIT 10-O2: CONSULTANT CONTRACT DBE COMMITMENT

6. EXHIBIT 10-Q: DISCLOSURE OF LOBBYING ACTIVITIES

7. EXHIBIT 15-H: DBE INFORMATION – GOOD FAITH EFFORTS DIR REGISTRATION CERTIFICATION

8. IRAN CONTRACTING ACT CERTIFICATION

9. CV Link SEGMENTING MAP
ATTACHMENTS

https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms