

INLAND VALLEY DEVELOPMENT AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

For

The Performance of Preliminary Engineering and Preparation of Environmental Documents and Plans and Specifications Related to Central Avenue from Valley View to Mountain View Avenue

This AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into as of _____ --, 2006, by and between the INLAND VALLEY DEVELOPMENT AGENCY ("IVDA"), a joint powers authority created pursuant to Government Code Sections 6500, et seq., and _____, a California corporation (the "Consultant"). IVDA and the Consultant are jointly the "Parties," and each entity is separately a "Party," to this Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED IN THIS AGREEMENT AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS ACKNOWLEDGED, THE PARTIES AGREE, AS FOLLOWS:

1. **SUPERVISION OF CONSULTANT.** The IVDA staff personnel identified in Exhibit "B," shall be responsible for the supervision of any work to be performed by the Consultant or by any other contractors, subcontractors or subconsultants retained by the Consultant to perform work for IVDA under this Agreement. The work to be performed by Consultant is set forth in the Scope of Services attached to this Agreement as Exhibit "A" and incorporated herein by this reference. _____ shall be the primary contact person for the Consultant for the performance of all work described in the Scope of Services. IVDA reserves the right to approve or disapprove the Consultant's selection of any contractor, subcontractor or subconsultant that will perform work for the Consultant relating to the _____, during the term of this Agreement. The Consultant shall not undertake any work under the terms of this Agreement, unless authorized to do so by one of the IVDA staff personnel identified in Exhibit "B." IVDA staff personnel that are not identified in Exhibit "B" are not authorized to request services from the Consultant.

2. **TERM OF AGREEMENT.** The term of this Agreement shall commence on the date first appearing in this Agreement and will not exceed the duration of 120 days, unless earlier terminated, as provided in this Agreement.

3. **SCOPE OF CONSULTANT SERVICES.** The IVDA retains the Consultant to provide the professional consulting services, or work, set forth in the Scope of Services. The Consultant agrees to perform the work set forth in the Scope of Services attached to this agreement as Exhibit "A" and incorporated into this agreement by this reference. Additionally, the Consultant shall ensure that its primary contact person, or designee for its performance of such work, shall be available to the IVDA staff via electronic communication (such as email,

pager, cell phone, telephone, fax, etc.) on a 24-hour per day basis during performance of the work defined by Exhibit "A" attached to this agreement.

4. PAYMENT BY IVDA FOR WORK PERFORMED BY CONSULTANT.

A. The IVDA shall compensate the Consultant for performance of the work described in the Exhibit "A" Scope of Services in accordance with the lump sum schedules included in Exhibit "A" provided that the total fees for such work shall not exceed the sum of \$_____ (the "Total Fee"). Additional services that may be requested by IVDA will be reimbursed per the hourly cost and expense rate schedules attached as Exhibit "D" to this Agreement.

B. The not to exceed compensation amount designated in subsection A shall be the "Total Fee" for the performance of the work items, as set forth in the Scope of Services. The Total Fee shall include, but not be limited to, the salaries of all subcontractors and others retained by the Consultant to perform work pursuant to this Agreement and shall be inclusive of all fees, fines, charges, costs and expenses incurred for mileage, travel, graphics, telephone, printing, fax transmission, postage, copies and such other expenses related to completion of the work items set forth in the Scope of Services.

C. The Consultant shall invoice the IVDA for work performed by the Consultant under this Agreement each calendar month during the term of this Agreement.

D. The Consultant shall submit invoices for processing and payment by the IVDA under this Agreement to:

Inland Valley Development Agency
Attention: Interim Executive Director
294 South Leland Norton Way, Suite #1
San Bernardino, California 92408

E. Each invoice of the Consultant shall set forth the time and expenses of the Consultant incurred in performance of the Scope of Services, during the period of time for which the invoice is issued. Each invoice of the Consultant shall clearly set forth the names of the individual personnel of the Consultant and any individual subconsultants or subcontractors utilized by the Consultant, during the time period covered by the invoice, a description of the professional services rendered on a weekly basis by each named individual during such time period, the respective hourly rates of each named individual and the actual time expended by each named individual. Each invoice of the Consultant shall be accompanied by copies of all third party invoices for other direct costs incurred by the Consultant during such time period and payment releases from subcontractors retained by Consultant for all such work performed by subcontractors thirty (30) days preceding the date of the invoice. IVDA shall pay all amounts set forth on the invoices of the Consultant as verified as rendered to the IVDA by the authorized

IVDA staff personnel who requested such services, within thirty (30) days of the submission of each invoice.

5. RECORDS RETENTION. Records, maps, field notes, certified payroll records, supporting documents, and all other records pertaining to the use of funds paid to the Consultant under this Agreement shall be retained by the Consultant for a period of five (5) years from the date of expiration or termination of this Agreement or for any longer period as reasonably requested by the IVDA or shall be available to the IVDA. Such records shall be available to the IVDA and to appropriate county, state or federal agencies and officials for inspection during the regular business hours of the Consultant. If the Consultant does not maintain regular business hours, then such records shall be available for inspection between the hours of 9 a.m. and 5 p.m. Monday through Friday, excluding federal and state government holidays. In the event of litigation or an audit relating to this Agreement or funds paid to the Consultant by the IVDA under this Agreement, such records shall be retained by the Consultant until all such litigation or audit has been resolved.

6. INDEMNIFICATION AND DEFENSE.

A. Consultant shall defend, indemnify and hold harmless the IVDA, its members, officers, employees, representatives, attorneys and agents from and against any and all actions, suits, appeals, proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorney fees, to the extent arising from the willful or negligent acts or omissions of the Consultant, its officers, employees, subcontractors, subconsultants and agents, in the performance of work under the Scope of Services. This indemnification obligation of Consultant shall not apply to the extent that any such action, suit, proceeding, claim, demand, loss, cost, or expense is determined by a court of competent jurisdiction to be caused by the willful conduct or sole active negligence of the IVDA, its officers or employees.

B. Consultant shall also defend the IVDA, its members, officers, employees, representatives, attorneys and agents from and against any and all actions, suits, appeals, proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorney fees, arising from the performance of the Consultant under this Agreement, including but not limited to acts or omissions normally covered by comprehensive, general or automobile liability insurance. This defense obligation applies regardless of any allegation or finding that the IVDA may be partially or entirely at fault.

C. The indemnification requirements imposed upon Consultant in subsection A shall apply regardless of any contributory or passive negligence of IVDA and regardless of whether liability without fault or strict liability is imposed or sought to be imposed on IVDA.

D. The indemnification provided by the Consultant may not be construed or interpreted as in any way restricting, limiting, or modifying Consultant's insurance obligations or other obligations under this Agreement and is independent of the such insurance obligations and other obligations. Compliance by the Consultant with the insurance requirements and other

obligations under this Agreement shall not in any way restrict, limit, or modify its indemnification obligations under this Agreement.

E. IVDA shall be entitled to recover its reasonable attorney fees and court costs incurred in enforcing these indemnification clauses.

F. These indemnification clauses shall survive the expiration or earlier termination of this Agreement until all claims against IVDA involving any of the indemnified matters are fully, finally, and absolutely barred by applicable statutes of limitations.

G. The insurance required or carried by Consultant under the provisions of Section 7 of this Agreement shall not be deemed to limit the Consultant's duty of indemnity and defense which arises under this Section 6.

7. INSURANCE. The Consultant shall maintain insurance coverage as set forth in this Section 7 throughout the term of this Agreement. The Consultant shall maintain insurance policies issued by an insurance company or companies authorized to do business in the State of California and that maintain during the term of the policy a "General Policyholder's Rating" of at least A(v), as set forth in the then most current edition of "Best's Insurance Guide," as follows:

A. Automobile Insurance. The Consultant, and each of its subcontractors, shall maintain comprehensive automobile liability insurance of not less than \$100,000.00 combined single limit per occurrence for each vehicle leased or owned by the Consultant or its subcontractors and used in performing work under this Agreement.

B. Worker's Compensation Insurance. The Consultant, and each of its subcontractors, shall maintain worker's compensation coverage in accordance with California workers' compensation laws for all workers under the Consultant's and/or subcontractor's employment performing work under this Agreement.

C. Errors and Omissions Coverage. The Consultant shall maintain an insurance policy covering liability for errors and omissions of the Consultant in performing the Scope of Services in an amount of not less than \$1,000,000.00.

D. General Liability Insurance. Consultant shall maintain liability insurance written on an "occurrence" policy form, covering personal injury, death and property damage, arising out of or relating to services provided by Consultant under this Agreement, with single limit coverage of at least \$1,000,000 per occurrence with an aggregate limit of at least \$5,000,000. Such policy of liability insurance shall name the IVDA its officers, officials, employees, agents and attorneys as additional insureds and such liability insurance policy shall not contain any intra-insured exclusions as between insured persons or organizations. The liability coverage shall include all coverage typically provided by a Broad Form Comprehensive General Liability Endorsement and shall further include the broadest available form of contractual liability coverage.

E. Concurrent with the execution of this Agreement and prior to the commencement of any work by the Consultant, the Consultant shall deliver to the IVDA copies of insurance policies or certificates evidencing the existence of the insurance coverage required by this Agreement, which coverage shall remain in full force and effect continuously throughout the term of this Agreement. Each policy of insurance, except workers compensation insurance and errors and omissions insurance, that Consultant purchases in satisfaction of the insurance requirements of this Agreement, shall name the IVDA as an additional insured. Additionally, each policy of insurance that Consultant purchases in satisfaction of the insurance requirements of this Agreement shall provide that the policy may not be cancelled, terminated or modified in scope of coverage as it applies to the services to be provided by Consultant under this Agreement, except upon thirty (30) days prior written notice to the IVDA.

F. Consultant shall be the first or primary named insured under each insurance policy.

G. Consultant's liability insurance policy (ies) shall be endorsed as needed to provide cross-liability coverage for Consultant and IVDA and to provide severability of interests.

H. Consultant's liability policy(ies) shall be endorsed as needed to provide that the insurance afforded by those policies to the additional insured is primary and that all insurance carried by IVDA is strictly excess and secondary and shall not contribute with Consultant's liability insurance.

I. The coverage afforded to IVDA as an additional insured under Consultant's liability insurance policy(ies) must be at least as broad as that afforded to the Consultant and may not contain any terms, conditions, exclusions, or limitations applicable to IVDA that do not apply to the Consultant.

J. Any words of limitation such as "endeavor to" or "failure to mail such notice shall impose no obligation or liability of any kind upon the Company" and any similar language shall be stricken from each certificate of insurance coverage and additional insured endorsement.

K. Consultant's liability insurance coverage may be provided by a combination of primary, excess, and umbrella policies, but those policies must be absolutely concurrent in all respects regarding the coverage afforded by the policies. The coverage of any excess or umbrella policy must be at least as broad as the coverage of the primary policy.

L. The insurance requirements set forth above are independent of Consultant's exculpation, indemnification, and other obligations under this Agreement and shall not be construed or interpreted in any way to restrict, limit, or modify those exculpation, indemnification, or other obligations or to limit the Consultant's liability under this Agreement.

M. The Consultant agrees to cause the insurance companies issuing their respective insurance to waive any subrogation rights that those companies may have against IVDA (their additional insured). If the waivers of subrogation are not contained in the insurance policies, Consultant waives any right it may have against IVDA on account of any loss or damage to the extent that the loss or damage is insured under their respective insurance policies.

8. OWNERSHIP AND REUSE OF DOCUMENTS AND OTHER MATERIALS AND INFORMATION. All maps, photographs, data, information, reports, drawings, specifications, computations, notes, renderings, correspondence or other documents generated by or on behalf of the Consultant for performance of the work set forth in the Scope of Services shall be the property of IVDA, as of the time of their preparation and upon payment by the IVDA, and shall be delivered to IVDA upon written request to the Consultant.

9. PRESS RELEASES. Press or news releases, including photographs or public announcements, or confirmation of the same related to the work to be performed by the Consultant under this Agreement shall only be made by the Consultant with the prior written consent of the IVDA.

10. CONFIDENTIALITY OF MATERIALS AND INFORMATION. The Consultant shall keep confidential all reports, notes, observations, information, and data acquired or generated in performance of the work set forth in the Scope of Services, all of which IVDA deems to be confidential. None of such confidential materials or information may be made available to any person or entity, public or private, without prior written consent of IVDA.

11. DEFAULT AND REMEDIES.

A. Failure or delay by any Party to this Agreement to perform any material term or provision of this Agreement shall constitute a material breach and default under this Agreement; provided, however, that if the Party who is claimed to be in default by the other Party commences to cure, correct or remedy the alleged default within seven (7) calendar days after receipt of written notice specifying such default and shall diligently complete such cure, correction or remedy, such Party shall not be deemed to be in default.

B. The Party which may claim that a default has occurred shall give written notice of default to the Party in default, specifying the alleged default. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default; provided, however, the injured Party shall have no right to exercise any remedy for a default under this Agreement without delivering the written default notice, as specified in this Agreement.

C. Any failure or delay by a Party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties under this Agreement are cumulative and

the exercise by any Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

D. In the event that a default of any Party to this Agreement may remain uncured for more than seven (7) calendar days following written notice, as provided above, a material breach shall be deemed to have occurred. In the event of a material breach, the injured Party shall be entitled to seek any appropriate remedy or damages by initiating legal proceedings.

E. In no event shall either Party be liable to the other for any indirect, special or consequential damage regardless of whether such claim of liability arises in contract or in tort.

12. TERMINATION.

A. This Agreement may be terminated by either Party for any reason by giving the other Party thirty (30) calendar days prior written notice. IVDA shall pay the Consultant for all work authorized by IVDA and completed, prior to the effective termination date, plus actual termination expenses in an amount not to exceed Five Thousand Dollars (\$5,000) unless a termination expense of Consultant in excess of such limit has been previously approved in writing by the IVDA.

B. In the event of a termination of this Agreement under this Section 12, the Consultant shall provide all documents, notes, maps, reports, data or other work product developed in performance of the Scope of Services of this Agreement to IVDA, within ten (10) calendar days of such termination and without additional charge to IVDA.

13. NOTICES. All notices shall be in writing. Notices shall be presented in person or by certified or registered United States Mail, return receipt requested, postage prepaid or by overnight delivery by a nationally recognized delivery service to the addresses set forth below. Notice presented by mail shall be deemed effective on the third business day following the deposit of the notice with the United States Postal Service. This Section 13 shall not prevent the Parties from giving notice by personal service or telephonically verified fax transmission, which shall be deemed effective upon actual receipt of such personal service or telephonic verification. Either Party may change its address for receipt of written notice by notifying the other Party in writing of a new address for delivering notice to such Party.

CONSULTANT: _____

IVDA: Inland Valley Development Agency
Attention: Interim Executive Director
294 South Leland Norton Way, Suite #1
San Bernardino, CA 92408

14. COMPLIANCE WITH LAW. Notwithstanding any contrary provision in any exhibit to this Agreement, Consultant shall comply with all local, state, and federal laws, including, but not limited to, environmental acts, rules and regulations applicable to the work to be performed by the Consultant under this Agreement. Consultant shall maintain all necessary licenses and registrations for the lawful performance of the work required of the Consultant under this Agreement.

15. NONDISCRIMINATION. Consultant shall not discriminate against any person on the basis of race, color, creed, religion, natural origin, ancestry, sex, marital status or physical handicap in the performance of the Scope of Services of this Agreement or any other services to IVDA. Without limitation, the Consultant certifies that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status or national origin. Further, the Consultant shall promote affirmative action in its hiring practices and employee policies for minorities and other designated classes in accordance with federal, state and local laws. Such action shall include, but not be limited to, the following: recruitment and recruitment advertising, employment, upgrading and promotion. In addition, the Consultant shall not exclude from participation under this Agreement any employee or applicant for employment on the basis of age, handicap or religion in compliance with State and Federal laws.

16. CONSULTANT AND EACH SUBCONTRACTOR ARE INDEPENDENT CONTRACTORS. The Consultant shall at all times during the performance of any work described in the Scope of Services, or when providing other services to IVDA, be deemed to be an independent contractor. Neither the Consultant nor any of its subcontractors shall at any time or in any manner represent that it or any of its employees are employees of the IVDA or any member agency of the IVDA. The IVDA shall not be requested or ordered to assume any liability or expense for the direct payment of any salary, wage or benefit to any person employed by Consultant or its subcontractors to perform any item of work or services.

17. SEVERABILITY. Each section of this Agreement shall be construed as a separate and independent covenant and agreement. If any term or provision of this Agreement or its application to certain circumstances shall be declared invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those to which it is declared invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

18. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties. This Agreement supersedes all prior negotiation, discussions and agreements between the Parties concerning the subject matters covered in it. The Parties intend

this Agreement to be the final expression of their agreement with respect to the subjects covered in it, and that it is a complete and exclusive statement of such terms.

19. AMENDMENT OR MODIFICATION. This Agreement may only be modified or amended by a document that is duly approved and executed by each of the Parties. Any such modification or amendment shall be valid, binding and legally enforceable only if in written form and executed by both Parties, following all necessary approvals and authorizations for such execution.

20. GOVERNING LAW AND CHOICE OF VENUE. This Agreement shall be governed by the laws of California. Any legal action arising from or related to this Agreement shall be brought in the Superior Court of California in and for the County of San Bernardino.

21. NON-WAIVER. Failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the same provision or any remaining provisions of this Agreement.

22. ASSIGNMENT. This Agreement may not be assigned by the Consultant without the prior written consent of the IVDA.

23. REPRESENTATIONS OF PERSONS EXECUTING AGREEMENT. The persons executing this Agreement warrant that they are duly authorized to execute this Agreement on behalf of and bind the Party each purports to represent.

24. EXECUTION IN COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which will constitute a duplicate original.

25. EFFECTIVENESS OF AGREEMENT AS TO THE IVDA. This Agreement shall not be binding on the IVDA, until approved by the governing board of the IVDA and signed by an authorized representative of the Consultant, approved as to form by IVDA counsel, and executed by the authorized representatives of IVDA.

26. CONFLICTS OF INTEREST.

A. Consultant represents that it has no interests adverse to the IVDA or its individual member entities, at the time of execution of this Agreement. Consultant agrees that, during the term of this Agreement, the Consultant shall not enter into any agreement or acquire any interests detrimental or adverse to the IVDA or its individual member entities.

B. Additionally, Consultant represents and warrants to IVDA that Consultant and any partnerships, individual persons or any other party or parties comprising Consultant, together with each subcontractor that may be retained to perform services pursuant to this Agreement, do not have and, during the term of this Agreement, shall not acquire any property ownership interest, business interests, professional employment relationships, contractual

relationships of any nature or any other financial arrangements relating to the IVDA, property over which the IVDA has jurisdiction or any members or staff of the IVDA that have not been previously disclosed in writing to IVDA, and that any such property ownership interests, business interests, professional employment relationships, contractual relationships or any nature or any other financial arrangements will not adversely affect the ability of the Consultant to perform the services to IVDA as set forth in this Agreement.

27. NON-EXCLUSIVITY. This Agreement shall not create an exclusive relationship between the IVDA and the Consultant for the services set forth in Exhibit "A" or any similar or related services. The IVDA may, during the term of this Agreement, contract with other consultants for the performance of the same, similar or related services as those that may be performed by the Consultant under this Agreement. This Agreement only sets forth the terms upon which any such services will be provided to the IVDA by the Consultant, as set forth in this Agreement.

28. PREVAILING WAGE. All employees of both the Consultant and any employee of Consultant's subcontractors, who perform construction work described in the Scope of Services shall be compensated at prevailing wage rates and the Consultant for itself and its subcontractors, shall pay prevailing wage rates under California and Federal law, as applicable, in performance of any such construction work. Consultant shall provide certified payroll accounting records to IVDA, in accordance with California Labor Code Section 1776, as applicable with respect to construction work of the Consultant described in the Scope of Services.

29. FAA CONTRACT ASSURANCES. The FAA grant and contractor assurance covenants as set forth in Exhibit "C" are hereby made applicable to the Consultant for all work and services performed by the Consultant as set forth in the Scope of Services.

30. PUBLIC WORKS BID DOCUMENT SPECIFICATIONS FOR LIABILITY INSURANCE. The IVDA shall take appropriate action at the request of Consultant to include in the public works bid document specifications for the _____ appropriate text reasonably acceptable to Consultant and the IVDA which requires each bidder who may hereafter be awarded a public works contract by IVDA to perform any work relating to the _____, to name Consultant as an additional insured (in addition to the IVDA) with respect to such work performed by the bidder under its public works contract with the IVDA.

The Parties have caused this Agreement to be executed as of the date indicated next to the authorized signatures of their authorized representatives as appear below.

IVDA

INLAND VALLEY DEVELOPMENT AGENCY,
a joint powers authority

Date: _____

By: _____

Donald L. Rogers
Interim Executive Director

ATTEST:

By: _____

Clerk of the Board

Approved As To Form:

By: _____

IVDA General Counsel

CONSULTANT

Date: _____

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

EXHIBIT A

SCOPE OF SERVICES

BACKGROUND

The Inland Valley Development Agency (IVDA) has selected _____, (the “Consultant”) to provide project design.

SCOPE OF REQUIRED SERVICES

The required Consultant scope of services shall include but not be limited to the following:

1. The Consultant will prepare plans and specifications that will meet all IVDA and the City of San Bernardino guideline requirements.
2. Public Bidding Process
 - a. As assisted and directed by the IVDA, the Consultant will provide the following services:
 - I. Prepare Public Bid with adequate description and notice for Clerk of the Board.
 - II. Schedule and conduct Pre-Bid Conference(s), if necessary.
 - III. Answer and prepare written responses to bidders’ questions.
 - IV. Prepare and issue project demolition addenda.
 - V. Review and evaluate construction contract bids with IVDA staff.
 - VI. In coordination with the IVDA staff, conduct a Pre-Construction Conference, if necessary for the successful bidder and provide Minutes to all attendees.
3. Construction Contract Administration
 - a. The Consultant shall provide all required services to assist the IVDA in_____.
 - i. Provide Project Reports for IVDA.
 - ii. Provide Expenditure Reports for IVDA, including review & substantiation for requested change orders.
 - iii. Review Prevailing Wage issues.
 - iv. Minority Women Business Enterprise.

- v. Draft written notices to Contractor as required.
- vi. Provide project correspondence to IVDA and other team members.
- vii. Conduct scheduled project/construction meetings with Agenda and Minutes.

4. Construction Inspection Option

- a. The Consultant shall be located on-site in a construction trailer or a temporary rental office.
- b. The Consultant shall provide all on-site project management and inspection staff, including specialists, necessary for the safe, on-budget, and on-schedule completion of the demolition, starting with the initiation of the demolition contract and extending through issuance of Notice of Completion and Acceptance.
- c. The Consultant shall ensure demolition compliance with applicable local, state and federal codes, building and environmental permit requirements, and construction and mitigation documents.
- d. All utilities will be capped and identified on the grounds & on a set of as-built utility plans, copy of as-built plans to be submitted to IVDA.

5. Public Coordination Option

- a. The Consultant, in conjunction with IVDA staff, shall coordinate all construction activities, which may affect the public with the appropriate City of San Bernardino departments, the surrounding tenants, and the Contractor.
- b. This involvement may include responding to questions or complaints from the public.

6. Change Order Tracking:

- i. The Consultant shall develop and implement a project-specific Change Order Administration Plan.
 - 1) The Plan shall define the required Change Order procedures, including requirements for requesting, substantiation, developing and approving.

- 2) The Plan shall define the procedures, by which the Change Order information is distributed to the affected parties, including the Contractor, IVDA and Consultant.
- 3) The Plan shall include a flow chart with procedures and duration of each step.

II. The Consultant shall submit the proposed Change Order Administration Plan to the IVDA for review.

7. Construction Records Management / Document Control

- a. The Consultant shall implement and maintain an internal record management and document control system.
- b. In addition, the Consultant shall also provide records management and document control information to the IVDA and appropriate Federal Agencies.

8. Construction Cost Estimating Option

- a. The Consultant shall provide project cost estimating to support the following cost-estimating functions:
 - i. Evaluation of Contractor progress measurements.
 - ii. Evaluation of Contractor progress payment requests and the accompanying invoice.

9. Claims Management Option

- a. If necessary, the Consultant shall develop and implement a comprehensive Construction Claims Management Plan in accordance with the approved IVDA Guidelines.

10. Contract Closeout Option

- a. The Consultant shall administer and coordinate the project contract closeout process and shall assist, as directed by the IVDA, in resolving any warrantee provision issues.
- b. The Consultant shall report progress of project contract closeout to the IVDA in a manner consistent with the IVDA and Federal requirements.

11. Compensation

Compensation for performance of the above scope of work is as follows:

Design Professional Services	Lump Sum Fee \$
	Lump Sum Fee \$
	\$

EXHIBIT B

SUPERVISORY STAFF PERSONNEL

other company info

IVDA Staff:

Donald L. Rogers, Interim Executive Director

Mike Burrows, Assistant Executive Director

Alex Estrada, Director of Property Management

Larry Karr, Construction Consultant

EXHIBIT C

INSURANCE REQUIREMENTS

The Consultant shall maintain insurance policies issued by an insurance company or companies authorized to do business in the State of California and that maintain during the term of the policy a "General Policyholders Rating" of at least A(v), as set forth in the then most current edition of "Bests Insurance Guide," as follows:

(1) Automobile Insurance. The Consultant and each of its subcontractors shall maintain comprehensive automobile liability insurance of not less than \$100,000.00 combined single limit per occurrence for each vehicle leased or owned by the Consultant or its subcontractors and used in performing work under this Agreement.

(2) Worker's Compensation Insurance. The Consultant and each of its subcontractors shall maintain worker's compensation coverage in accordance with California workers' compensation laws for all workers under the Consultant's and/or subcontractor's employment performing work under this Agreement.

(3) Errors and Omissions Coverage. The Consultant shall maintain an insurance policy covering liability for errors and omissions of the Consultant in performing the Scope of Services of this Agreement in an amount of not less than \$1,000,000.00.

Concurrent with the execution of this Agreement and prior to the commencement of any work by the Consultant, the Consultant shall deliver to the IVDA copies of policies or certificates evidencing the existence of the insurance coverage required herein, which coverage shall remain in full force and effect continuously throughout the term of this Agreement. Each policy of insurance that Consultant purchases in satisfaction of the insurance requirements of this Agreement shall name the IVDA as an additional insured and shall provide that the policy may not be cancelled, terminated or modified, except upon 30 days prior written notice to the IVDA.

EXHIBIT D
HOURLY RATES

Personnel Category

Hourly Billing Rate

REIMBURSABLE EXPENSES

Analytical Analysis

12 Hrs

24 Hrs

5 Day