

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

522A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
February 27, 2014

SUBJECT: Engineering Services Agreement by and between the County of Riverside and Falcon Engineering Services, Inc. to Perform Construction Management Services for the Magnolia Avenue Grade Separation Project. All Covenants Set Forth in the Agreement Shall be Completed by December 31, 2018. 2nd/2nd District. [\$4,931,900]; State Funds 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Engineering Services Agreement by and between the County of Riverside and Falcon Engineering Services, Inc.; and
2. Authorize the Chairman of the Board to execute the same; and
3. Authorize the Director of Transportation and Land Management, or his designee, to sign amendments up to \$450,000 for a maximum contract amount of \$4,931,900.

Patricia Romo
Assistant Director of Transportation

Patricia Romo
Juan C. Perez
Director of Transportation and Land Management

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (Per Exec. Office)
COST	\$ 400,000	\$ 1,850,000	\$ 4,931,900	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
SOURCE OF FUNDS: Prop. 1B [Trade Corridor Improvement Fund] (100%). There are no General Funds used in this project.				Budget Adjustment: No	
				For Fiscal Year: 13/14	

C.E.O. RECOMMENDATION:

APPROVE

BY: *Tina Grande*
Tina Grande

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Benoit, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: March 11, 2014
xc: Transp.

Kecia Harper-Ihem
Clerk of the Board
By: *Kecia Harper-Ihem*
Deputy

Prev. Agn. Ref.: 09/10/13, Item 3-94
12/10/13, Item 3-34

District: 2/2

Agenda Number:

3-36

FORM APPROVED COUNTY COUNSEL
BY: *Ally*
MARSHA L. VICTOR
DATE: *3/26/14*

Departmental Concurrence

- A-30
- Positions Added
- Change Order
- 4/5 Vote

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FORM 11: Engineering Services Agreement by and between the County of Riverside and Harris & Associates to Perform Construction Management Services for the Magnolia Avenue Grade Separation Project. All Covenants Set Forth in the Agreement Shall be Completed by December 31, 2018. 1st/1st District [\$4,931,900]; State Funds 100%

DATE: February 27, 2014

PAGE: 2 of 2

BACKGROUND:

Summary

Magnolia Avenue is a four-lane major roadway in the City of Riverside and the Home Gardens area. This heavily traveled roadway carries close to 20,000 vehicles per day and connects the cities of Riverside and Corona. Magnolia Avenue crosses over two mainline BSNF Railway Company railway tracks that services freight trains as well as commuter trains. This project will separate the roadway grade of Magnolia Avenue from the BNSF Railway Company railway tracks and will provide uninterrupted flow for motorist, pedestrian, bicycle, emergency vehicle, and train traffic at this crossing.

The County of Riverside (County) issued a Request for Proposals (RFP) and selected Falcon Engineering Services, Inc. to provide the construction management services. The scope and the negotiated fee for performing construction management services to construct the grade separation project are provided in detail in the Appendices "A" and "B" of the subject agreement.

The Magnolia Avenue/BSNF Railway Company Grade Separation Project construction contract was awarded to OHL USA, Inc. on December 10, 2013 (Agenda Item 3-34). The project is anticipated to start construction in March 2014

Impact on Residents and Businesses

Currently, 63 freight trains and 23 passenger trains pass through this crossing on a daily basis. This frequency is projected to increase to 91 freight trains and 46 passenger trains by the year 2035. This grade separation project will generate the following benefits:

- Increased public safety by the elimination of the train and vehicle conflicts
- Reduced congestion on Magnolia Avenue, a heavily traveled corridor connecting Corona, Home Gardens, and Riverside
- Reduction of particulate matter from idling vehicles, causing a reduction in greenhouse gas emissions
- Reduced train noise

SUPPLEMENTAL:

Additional Fiscal Information

The consultant's negotiated fee for construction management services is \$4,481,900 and will be funded using Proposition 1B - Trade Corridor Improvement Funds. This item also provides for the Director of Transportation to execute contract amendments for contingencies related to claims, time extensions granted to the construction contractor and other unforeseen issues with the contractor that may arise to ensure completion of the construction contract with a total contract amount not to exceed \$4,931,900. The terms of the Agreement shall be completed by December 31, 2018.

The cost breakdown by fiscal year is:

• Current FY13/14	\$ 400,000
• FY14/15	\$ 1,850,000
• FY15/16	\$ 1,850,000
• FY 16/17	\$ 381,900
• <u>Contingency</u>	<u>\$ 450,000</u>
Total Budget:	\$ 4,931,900

Contract History and Price Reasonableness

The consultant's negotiated fee proposal of \$4,481,900 is below the County's independent estimate of \$5,043,000 and is 13.1% of the contractor's construction bid of \$34,167,622 for the project.

Federal Project No.: CMTCIFLN-5956 (193)

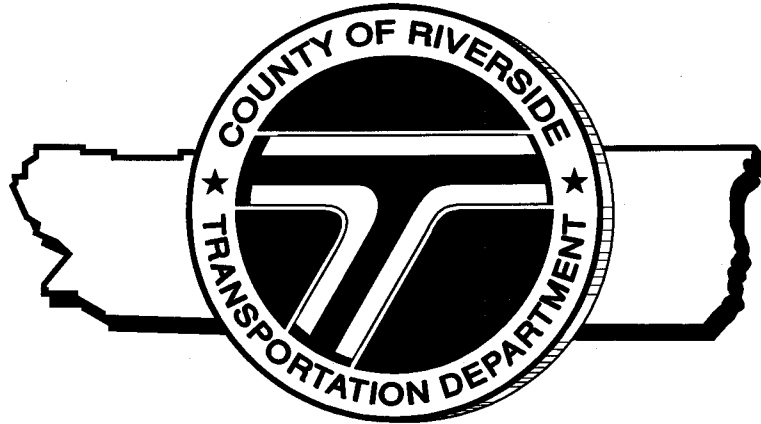
Caltrans EA No. 080020163L-N

Contract No. 13-11-012

Riverside County Transportation

March 11, 2014

ENGINEERING SERVICES CONTRACT



for

Construction Management Services

between

COUNTY OF RIVERSIDE • TRANSPORTATION DEPARTMENT

and

Falcon Engineering Services Inc.

MAR 11 2014 3-36

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ENGINEERING SERVICES CONTRACT

COUNTY OF RIVERSIDE, hereinafter referred to as "COUNTY", and Falcon Engineering Services Inc., hereinafter referred to as "ENGINEER", located at the following addresses:

County of Riverside • Transportation Department	Falcon Engineering Services Inc.
4080 Lemon Street, 8 th Floor	1020 Aquino Circle
Riverside, CA 92502	Corona, CA 92879

do hereby agree as follows:

ARTICLE I • DESIGNATED CONTACTS

Coordination of ENGINEER, and COUNTY activities will be accomplished through an ENGINEERING PROJECT MANAGER, and a COUNTY PROJECT MANAGER.

The ENGINEERING PROJECT MANAGER for ENGINEER will be:

Wael Faqih, PE

The RESIDENT ENGINEER for ENGINEER will be:

Wael Faqih, PE

The STRUCTURES REPRESENTATIVE for ENGINEER will be:

Scott Walker, PE

The COUNTY PROJECT MANAGER for COUNTY will be:

Hugh M. Smith, PE

ARTICLE II • PROJECT DEFINITION

ENGINEER shall furnish all technical and professional services including labor, material, equipment, transportation, supervision, and expertise to fully and adequately perform and complete the covenants set forth in Appendix A, Scope of Services, and Appendix C, Exhibits Required For Federal Funding, which is attached hereto and incorporated herein by reference. All services and deliverables associated with the performance and accomplishment of the covenants described in this Agreement including the Scope of Services and Exhibits Required for Federal Funding is hereinafter collectively referred to as the "PROJECT" and constitutes the single Task Order under this PROJECT. All agents, employees or subcontractors, of ENGINEER doing work for COUNTY shall sign an Independent Contractor Agreement, in a form proscribed by COUNTY, acknowledging

1 their status as independent contractors before commencing any work for COUNTY pursuant to this contract or
2 any work assignment associated with PROJECT.

3 **ARTICLE III • COOPERATIVE AGENCIES**

4 **A. Lead Agency**

5 COUNTY is the lead agency for PROJECT and is working independently and/or cooperatively with other
6 agencies in the performance of the PROJECT.

7 **B. Cooperative Agencies**

8 The cooperating agencies are listed below and will hereinafter be collectively referred to as the "AGENCIES".

9 City of Riverside	BSNF Railway Company
10 City of Corona	Caltrans

11 **C. COUNTY/AGENCIES Standards**

12 All deliverables shall be prepared in accordance with the current COUNTY and AGENCIES practices,
13 regulations, policies, procedures, manuals and standards where applicable. All deliverables are subject to
14 review and approval by COUNTY and AGENCIES as applicable.

15 **ARTICLE IV • CONDITIONS**

16 **A. Notifications**

17 All notices hereunder and communications regarding interpretation of the terms of this contract and changes
18 thereto shall be effected by the mailing thereof by registered or certified mail, return receipt requested,
19 postage prepaid and addressed to the attention of the ENGINEERING PROJECT MANAGER or the
20 COUNTY PROJECT MANAGER at the respective addresses provided on page one of this contract.

21 **B. Assignment**

22 Without written consent of COUNTY, this contract is not assignable by ENGINEER either in whole or in part.

23 **C. Subcontracts**

- 24 1. ENGINEER shall perform the services contemplated with resources available within its own organization
25 and listed sub-consultants. No portion of the services pertinent to this contract shall be subcontracted
26 without written authorization by the COUNTY PROJECT MANAGER, except that which is expressly
27 identified in this contract.
- 28 2. In the event ENGINEER subcontracts any portion of ENGINEER's duties under this contract, ENGINEER

1 shall require its subcontractors to comply with the terms of this contract in the same manner as required
2 of ENGINEER including, but not limited to; indemnification of the COUNTY, requiring the same insurance
3 of Subcontractors as required of ENGINEER, and having Subcontractor's insurance name the COUNTY
4 as Additional Insured for each type of insurance where this Contract requires ENGINEER'S insurance to
5 name COUNTY as Additional Insured.

- 6 3. Any substitution of subconsultants must be approved in writing by COUNTY's PROJECT MANAGER
7 prior to the start of work by the subconsultant.

8 **D. Modifications**

- 9 1. This contract may be amended or modified only by mutual written agreement of the parties. No alteration
10 or variation of the terms of this contract will be valid unless made in writing and signed by the parties
11 hereto and no oral understanding or agreement not incorporated herein, will be binding on any of the
12 parties hereto.
- 13 2. Minor modifications are changes that do not substantially affect the Scope of Service or are an increase
14 in costs for services that are consistent with the overall scope and do not cumulatively exceed ten percent
15 (10%) of the total contract budget. Any modification that purports to delete any line item of work that was
16 included in the original Scope of Service shall be considered a major change. All requests for minor
17 modifications must be approved in writing by the Director of Transportation and Land Management or his
18 designee prior to implementing the change.
- 19 3. There shall be no change in the ENGINEERING PROJECT MANAGER, the identified RESIDENT
20 ENGINEER, the identified STRUCTURES REPRESENTATIVE or key members of the PROJECT team
21 without prior written approval by the COUNTY PROJECT MANAGER.
- 22 4. All modifications that do not fit within the definition of a minor modification to the contract shall be
23 considered a major change and must be approved in writing by the ENGINEER and COUNTY Board of
24 Supervisors prior to implementing the major change.

25 **E. COUNTY Directives**

26 ENGINEER shall receive contract directions and interpretations from the COUNTY PROJECT
27 MANAGER.

F. Liability

1. ENGINEER has total responsibility for the accuracy and completeness of all documentation, reports, plans, calculations and estimates prepared by or on behalf of ENGINEER for this PROJECT and shall check all such material accordingly. The data and plans will be reviewed by COUNTY. The responsibility for accuracy and completeness of such items remains solely that of ENGINEER. Neither COUNTY'S review nor approval shall give rise to any liability or responsibility on the part of COUNTY, or waive any of COUNTY'S rights, or relieve ENGINEER of its professional responsibilities or obligations under this contract.
2. The plans, estimates, calculations, reports and other documents furnished in accordance with the Scope of Services shall meet the criteria for acceptance and be a product of neat appearance, well organized, technically and grammatically correct, checked and having the preparer and checker identified. The minimum standard of appearance, organization and contents shall be of similar types produced by COUNTY and AGENCIES. If any work product submitted is not complete and ready for use by COUNTY on PROJECT, it shall be marked "Draft" or similar designation to indicate it is not ready for use by COUNTY. COUNTY expects that all work product not so designated is ready for and will be used on PROJECT.
3. The page identifying preparers of engineering reports, the title sheet for calculations and/or each sheet of plans prepared in the performance of this PROJECT, shall bear the professional seal, certificate number, registration classification, expiration date of the certificate, and signature of the professional(s) responsible for their preparation.
4. COUNTY and ENGINEER agree that reports, plans, drawings or other work products are for the exclusive use of COUNTY and may be used by COUNTY for the PROJECT described on the face hereof. Such plans, drawings or PROJECT work products may not be changed or used on a different project without the written authorization or approval by ENGINEER.
5. ENGINEER acknowledges that the plans, drawings and/or other work products may be used by COUNTY for the PROJECT regardless of any disputes that may develop between ENGINEER and COUNTY. All plans, drawings, or other work product shall be deemed the sole and exclusive property of COUNTY and ownership thereof is irrevocably vested in COUNTY whether the PROJECT is executed or not.

- 1 6. ENGINEER, and the agents and employees of ENGINEER, in the performance of this contract, shall act
2 in an independent capacity as an independent contractor and not as officers, employees or agents of
3 COUNTY.
- 4 7. ENGINEER has the sole discretion to determine how, when, and where to perform services required to
5 achieve the final result specified in the Scope of Services for the PROJECT subject to Project timelines
6 and availability during COUNTY regular operating hours.
- 7 8. ENGINEER has the right to perform services for other clients during the term of this contract as long as
8 such services are not in direct conflict with the services provided to COUNTY.
- 9 9. ENGINEER shall not be entitled to and is not eligible for COUNTY employee benefits, including, but not
10 limited to, medical, dental or vision insurance, life insurance, retirement benefits, vacation or sick pay, or
11 any other benefit or compensation beyond that which is set forth explicitly in this contract.
- 12 10. ENGINEER shall provide and maintain, throughout the term of this contract, their own workspace, tools,
13 equipment and supplies necessary to perform the duties set forth for ENGINEER under this contract.
14 Notwithstanding the foregoing, COUNTY may, at its sole discretion, and with its prior consent, provide
15 access to COUNTY facilities, offices or meeting rooms during regular business hours for meetings,
16 conferences or other work of ENGINEER.

17 **G. Indemnification and Defense**

- 18 1. The ENGINEER agrees to and shall indemnify and hold harmless the County of Riverside, its Agencies,
19 Districts, Departments and Special Districts, their respective directors, officers, Board of Supervisors,
20 elected and appointed officials, employees, agents and representatives (hereinafter individually and
21 collectively referred to as "Indemnitees") from all liability, including, but not limited to loss, suits, claims,
22 demands, actions, or proceedings caused by any alleged or actual negligence, recklessness, willful
23 misconduct, errors or omissions of ENGINEER, its directors, officers, partners, employees, agents or
24 representatives or any person or organization for whom ENGINEER is responsible, arising out of or from
25 the performance of services under this contract. To the extent a loss, suit, claim, demand, action, or
26 proceeding is based on actual or alleged acts or omissions of ENGINEER which are not design
27 professional services, ENGINEER shall indemnify Indemnitees whether or not ENGINEER is negligent.
- 28 2. ENGINEER further agrees to and shall indemnify and hold harmless the County of Riverside, its

1 Agencies, Districts, Departments and Special Districts, their respective directors, officers, Board of
2 Supervisors, elected and appointed officials, employees, agents and representatives (hereinafter
3 individually and collectively referred to as "Indemnitees") from all liability arising from suits, claims,
4 demands, actions, or proceedings made by agents, employees or subcontractors of ENGINEER for
5 salary, wages, compensation, health benefits, insurance, retirement or any other benefit not explicitly set
6 forth in this contract and arising out of work performed for COUNTY pursuant to this contract or any Work
7 Assignment.

- 8 3. The duty to indemnify does not include loss, suits, claims, demands, actions, or proceedings caused by
9 actual negligence of Indemnitees; however, any actual negligence of Indemnitees will only affect the duty
10 to indemnify for the specific act found to be negligence, and will not preclude a duty to indemnify for any
11 act or omission of ENGINEER.
- 12 4. ENGINEER shall defend and pay, at its sole expense, all costs and fees, including but not limited to
13 attorney fees, cost of investigation, and defense, in any loss, suits, claims, demands, actions, or
14 proceedings based or alleged to be based on any act or omission of ENGINEER arising out of or from the
15 performance of services under this contract. The duty to defend applies to any alleged or actual
16 negligence, recklessness, willful misconduct, error or omission of ENGINEER. The duty to defend shall
17 apply whether or not ENGINEER is a party to the lawsuit, and shall apply whether or not ENGINEER is
18 directly liable to the plaintiffs in the lawsuit. The duty to defend applies even if Indemnitees are alleged or
19 found to be actively negligent, unless the act or omission at issue was caused by the sole active
20 negligence of Indemnitees.
- 21 5. The specified insurance provisions and limits required in this contract shall in no way limit or circumscribe
22 ENGINEER'S obligations to indemnify and hold harmless Indemnitees from third party claims.
- 23 6. In the event there is conflict between the indemnity and defense provisions and California Civil Code
24 Sections 2782 and 2782.8, the indemnity and defense provisions shall be interpreted to comply with Civil
25 Code sections 2782 and 2782.8.

26 **H. Quality Control**

27 ENGINEER shall implement and maintain the following quality control procedures during the preparation of
28 the reports, calculations, plans and other documents relating to PROJECT. ENGINEER shall have a quality

1 control plan in effect during the entire time services are being performed under the contract. The plan shall
2 establish a process whereby reports are reviewed and calculations are independently checked, plans
3 checked, corrected and back-checked, and all job related correspondence and memoranda routed and
4 received by affected persons and then bound in appropriate job files. The COUNTY PROJECT MANAGER
5 may request evidence that the quality control plan is functional.

6 **I. Extra Work**

- 7 1. ENGINEER shall not perform Extra Work until receiving written authorization from the COUNTY
8 PROJECT MANAGER.
- 9 2. In the event that COUNTY directs ENGINEER to provide services constituting Extra Work, COUNTY shall
10 provide extra compensation to the ENGINEER. Allowable compensation for approved extra work will be
11 based on the provisions of Appendix B, Budget, which is attached hereto and incorporated herein by
12 reference.
- 13 3. An amendment to this contract providing for such compensation for Extra Work shall be issued by
14 COUNTY to ENGINEER. Such Amendment shall not be effective until executed by both parties.

15 **J. Disputes**

- 16 1. In the event ENGINEER considers any work demanded of him to be outside the requirements of the
17 contract, or if he considers any order, instruction, or decision of COUNTY to be unfair, he shall promptly
18 upon receipt of such order, instruction or decision, ask for a written confirmation of the same whereupon
19 he shall proceed without delay to perform the work or to conform to the order, instruction, or decision; but
20 unless ENGINEER finds such order, instruction, or decision satisfactory, he shall within 20 days after
21 receipt of same, file a written protest with COUNTY stating clearly and in detail his objections and reasons
22 therefore. Except for such protests or objections as are made of record in the manner specified and
23 within the time stated herein, and except for such instances where the basis of a protest could not
24 reasonably have been foreseen by ENGINEER within the time limit specified for protest, ENGINEER
25 hereby waives all grounds for protests or objections to the orders, instruction, or decisions of COUNTY
26 and hereby agrees that, as to all matters not included in such protests, the orders, instructions and
27 decisions of COUNTY will be limited to matters properly falling within COUNTY's authority. In the event
28 of a dispute or objection over work requested by COUNTY pursuant to this contract, ENGINEER agrees

1 to first consult with COUNTY PROJECT MANAGER regarding the dispute or objection and to take all
2 appropriate action to protect the interests of COUNTY and the PROJECT, including promptly complying
3 with COUNTY requests when time is of the essence.

- 4 2. Any controversy or claim arising out of or relating to this contract which cannot be resolved by mutual
5 agreement may be settled by arbitration in accordance with the rules of the American Arbitration
6 Association, provided that the parties mutually agree to submit to arbitration.
- 7 3. Neither the pendency of a dispute nor its consideration by arbitration will excuse ENGINEER from full and
8 timely performance in accordance with the terms of the contract.

9 **K. Termination Without Cause**

- 10 1. COUNTY reserves the right to terminate this contract at COUNTY's discretion and without cause, upon
11 thirty (30) calendar days written notice to ENGINEER.
- 12 2. In the event of termination of the contract, upon demand, ENGINEER shall deliver to COUNTY all field
13 notes, surveys, studies, reports, plans, drawings, specifications, and all other materials and documents
14 prepared or provided to ENGINEER in the performance of this contract. All such documents and
15 materials shall be property of COUNTY.
- 16 3. In the event that the contract is terminated, ENGINEER is entitled to full payment for all services
17 performed up to the time written notice of contract cancellation is received by ENGINEER. Payment shall
18 be made for actual services performed in the performance of the PROJECT to date based upon Appendix
19 A, Scope of Services, as contracted for, less payments made to date; plus any amount for authorized, but
20 unpaid, extra work performed and costs incurred.

21 **L. Termination for Lack of Performance**

22 COUNTY may terminate this contract and be relieved of the payment of any consideration to ENGINEER
23 should ENGINEER fail to perform the covenants herein contained at the time and in the manner herein
24 provided. In the event of such termination, COUNTY may proceed with the work in any manner deemed
25 proper by COUNTY. In such event, ENGINEER shall be paid only for work completed and delivered to
26 COUNTY in a timely and successful manner.

27 **M. Insurance**

28 Without limiting or diminishing the ENGINEER'S obligation to indemnify or hold the COUNTY harmless,

1 ENGINEER shall procure and maintain or cause to be maintained, at its sole cost and expense, the following
2 insurance coverages during the term of this contract. As respects to the insurance section only, the COUNTY
3 herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their
4 respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or
5 representatives as Additional Insureds.

6 1. Workers' Compensation:

7 If the ENGINEER has employees as defined by the State of California, the ENGINEER shall maintain
8 statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of
9 California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with
10 limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive
11 subrogation in favor of The County of Riverside.

12 2. Commercial General Liability:

13 Commercial General Liability insurance coverage, including but not limited to, premises liability,
14 unmodified contractual liability, products and completed operations liability, personal and advertising
15 injury, and cross liability coverage, covering claims which may arise from or out of ENGINEER'S
16 performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's
17 limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance
18 contains a general aggregate limit, it shall apply separately to this contract or be no less than two (2)
19 times the occurrence limit.

20 3. Vehicle Liability:

21 ENGINEER shall maintain Liability Insurance for all owned, non-owned or hired vehicles in an amount not
22 less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general
23 aggregate limit, it shall apply separately to this contract or be no less than two (2) times the occurrence
24 limit. Policy shall name the COUNTY as Additional Insureds.

25 4. Professional Liability:

26 ENGINEER shall maintain Professional Liability Insurance providing coverage for ENGINEER'S
27 performance of work included within this contract, with a limit of liability of not less than \$1,000,000 per
28 occurrence and \$2,000,000 annual aggregate. If ENGINEER'S Professional Liability Insurance is written

1 on a claims-made basis rather than an occurrence basis, such insurance shall continue through the term
2 of this contract and ENGINEER shall purchase at his sole expense either 1) an Extended Reporting
3 Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a
4 retroactive date back to the date of, or prior to, the inception of this contract; or 3) demonstrate through
5 Certificates of Insurance that ENGINEER has Maintained continuous coverage with the same or original
6 insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

7 5. General Insurance Provisions - All lines:

8 a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of
9 California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements
10 are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a
11 requirement for a particular insurer such waiver is only valid for that specific insurer and only for one
12 policy term.

13 b. The ENGINEER must declare its insurance self-insured retention for each coverage required herein.
14 If such self-insured retention exceeds \$500,000 per occurrence each such retentions shall have the
15 prior written consent of the County Risk Manager before the commencement of operations under this
16 contract. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election
17 of the County's Risk Manager, ENGINEER's carriers shall either; 1) reduce or eliminate such self-
18 insured retention as respects this contract with the COUNTY, or 2) procure a bond which guarantees
19 payment of losses and related investigations, claims administration, defense costs and expenses.

20 c. The ENGINEER shall cause ENGINEER's insurance carrier(s) to furnish the COUNTY with either 1)
21 a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements
22 effecting coverage as required herein; and, 2) if requested to do so orally or in writing by the County
23 Risk Manager, provide original Certified copies of policies including all Endorsements and all
24 attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s)
25 and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days
26 written notice shall be given to the COUNTY prior to any material modification, cancellation,
27 expiration or reduction in coverage of such insurance. In the event of a material modification,
28 cancellation, expiration, or reduction in coverage, this contract shall terminate forthwith, unless the

1 COUNTY receives, prior to such effective date, another properly executed original Certificate of
2 Insurance and original copies of endorsements or certified original policies, including all
3 endorsements and attachments thereto evidencing coverages and the insurance required herein is in
4 full force and effect. ENGINEER shall not commence operations until the COUNTY has been
5 furnished original Certificate (s) of Insurance and certified original copies of endorsements and if
6 requested, certified original policies of insurance including all endorsements and any and all other
7 attachments as required in this Section. An individual authorized by the insurance carrier to do so on
8 its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

- 9 d. It is understood and agreed by the parties hereto and the ENGINEER's insurance shall be construed
10 as primary insurance, and the COUNTY's insurance and/or deductibles and/or self-insured retentions
11 or self-insured programs shall not be construed as contributory.
- 12 e. If, during the term of this contract or any extension thereof, there is a material change in the scope of
13 services; or, there is a material change in the equipment to be used in the performance of the scope
14 of work; or, the term of this contract, including any extensions thereof, exceeds five (5) years; the
15 COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability
16 required under this contract, if in the County Risk Manager's reasonable judgment, the amount or
17 type of insurance carried by the ENGINEER has become inadequate.
- 18 f. ENGINEER shall pass down the insurance obligations contained herein to all tiers of subcontractors
19 working under this contract.
- 20 g. The insurance requirements contained in this contract may be met with a program(s) of self-insurance
21 acceptable to the COUNTY.
- 22 h. ENGINEER agrees to notify COUNTY of any claim by a third party or any incident or event that may
23 give rise to a claim arising from the performance of this contract.

24 **N. Conflict of Interest**

- 25 1. ENGINEER warrants, by execution of this contract, that no person or selling agency has been employed
26 or retained to solicit or secure this contract upon an agreement or understanding for a commission,
27 percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established
28 commercial or selling agencies maintained by ENGINEER for the purpose of securing business. For

1 breach or violation of this warranty, COUNTY has the right to annul this contract without liability, pay only
2 for the value of the work actually performed, or in its discretion to deduct from the contract price or
3 consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or
4 contingent fee. ENGINEER may be requested to complete a Conflict of Interest Statement prior to,
5 during, or after execution of this contract. ENGINEER understands that as a condition of this contract
6 ENGINEER agrees to complete the Conflict of Interest Statement when requested to do so by COUNTY.

- 7 2. ENGINEER shall disclose any financial, business, or other relationship with COUNTY that may have an
8 impact upon the outcome of this contract, or any ensuing COUNTY construction project. ENGINEER shall
9 also list current clients who may have a financial interest in the outcome of this contract, or any ensuing
10 COUNTY construction project, which will follow.
- 11 3. ENGINEER hereby certifies that it does not now have, nor shall it acquire any financial or business
12 interest that would conflict with the performance of services under this contract.
- 13 4. ENGINEER hereby certifies that neither ENGINEER, its employees, nor any firm affiliated with
14 ENGINEER providing services on this project prepared the Plans, Specifications, and Estimate for any
15 construction project included within this contract. An affiliated firm is one, which is subject to the control of
16 the same persons through joint- ownership, or otherwise.
- 17 5. ENGINEER further certifies that neither CONSULTANT, nor any firm affiliated with ENGINEER, will bid on
18 any construction subcontracts included within the construction contract. Additionally, ENGINEER certifies
19 that no person working under this contract is also employed by the construction contractor for any project
20 included within this contract.
- 21 6. Except for subconsultants whose services are limited to materials testing, no subconsultant who is
22 providing service on this contract shall have provided services on the design of any project included
23 within this contract.

24 **O. Legal Compliance**

25 ENGINEER shall comply with all Federal, State and local laws, statutes, ordinances, rules and regulations,
26 and the orders and decrees of any courts or administrative bodies or tribunals currently in effect and in any
27 manner affecting the performance of this contract, including, without limitation, workers' compensation laws
28 and licensing and regulations.

P. Nondiscrimination

1. During the performance of this contract, ENGINEER and its Subcontractors shall not act unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. ENGINEER and Subcontractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full. ENGINEER and its Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
2. ENGINEER will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by COUNTY or AGENCIES to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of ENGINEER is in the exclusive possession of another who fails or refuses to furnish this information, ENGINEER shall so certify to COUNTY, or the Federal Highway Administration as appropriate and shall set forth what efforts he has made to obtain the information.
3. In the event of ENGINEER's noncompliance with the nondiscrimination provisions of this contract, COUNTY shall impose such contract sanctions as it determines to be appropriate, including, but not limited to:
 - Withholding of payments to ENGINEER under the contract until ENGINEER complies;
 - Cancellation, termination, or suspension of the contract in whole or in part.
4. ENGINEER shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this contract.
5. ENGINEER shall comply with Title VI of the Civil Rights Act of 1964, as amended. Accordingly, 49 CFR 21 through Appendix H and 23 CFR 710.405(b) are applicable to this contract by reference.

Q. Labor Code and Prevailing Wages

1. Certain Classifications of Labor under this contract may be subject to prevailing wage requirements.
2. Reference is made to Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with Section 1720). By this reference said Chapter 1 is incorporated herein with like effect as if it were here set forth in full. The parties recognize that said Chapter 1 deals, among other things with discrimination, penalties and forfeitures, their disposition and enforcement, wages, working hours, and securing worker's compensation insurance and directly affect the method of prosecution of the work by ENGINEER and subject it under certain conditions to penalties and forfeitures. Execution of the contract by the parties constitutes their agreement to abide by said Chapter 1, their stipulation as to all matters which they are required to stipulate as to by the provisions of said Chapter 1, constitutes ENGINEER's certification that he is aware of the provisions of said Chapter 1 and will comply with them and further constitutes ENGINEER's certification as follows: "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."
3. Pursuant to Section 1770 of the Labor Code, the general prevailing wage rates, including the per diem wages applicable to the work, and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, and similar purposes, in the county in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are available from the California Department of Industrial Relations' Internet website at <http://www.dir.ca.gov>.
4. Should a portion of the project contain Federal funding, Federal minimum wages shall be used. The Federal minimum wage rates for this project as determined by the United States Secretary of Labor are available from the U.S Department of Labor, Employment Standards Administration, Wage and Hour Division's Internet website at <http://www.access.gpo.gov/davisbacon>. If there is a difference between the minimum wage rates determined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the ENGINEER and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates determinations. This includes "helper" (or other classifications

1 based on hours of experience) or any other classification not appearing in the Federal wage
2 determinations. Where Federal wage determinations do not contain the State wage rate determination
3 otherwise available for use by the ENGINEER and subcontractors, the ENGINEER and subcontractors
4 shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the
5 employees in question.

6 **R. Review and Inspection**

7 ENGINEER and any Subcontractors shall permit COUNTY and/or AGENCIES to review and inspect
8 PROJECT activities including review and inspection on a daily basis.

9 **S. Record Retention / Audits**

- 10 1. ENGINEER's and subconsultants' contracts, including cost proposals and indirect cost rates (ICR), are
11 subject to audits or reviews such as, but not limited to, a Contract Audit, an Incurred Cost Audit, an ICR
12 Audit, or a certified public accountant (CPA) ICR Audit Workpaper Review. If selected for audit or review,
13 the contract, cost proposal and ICR and related workpapers, if applicable, will be reviewed to verify
14 compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR
15 Audit Workpaper Review, it is ENGINEER's responsibility to ensure federal, state, or local government
16 officials are allowed full access to the CPA's workpapers. The contract, cost proposal, and ICR shall be
17 adjusted by ENGINEER and approved by COUNTY contract manager to conform to the audit or review
18 recommendations. ENGINEER agrees that individual terms of costs identified in the audit report shall be
19 incorporated into the contract by this reference if directed by COUNTY at its sole discretion. Refusal by
20 ENGINEER to incorporate audit or review recommendations, or to ensure that the Federal, State, or local
21 governments have access to CPA workpapers, will be considered a breach of contract terms and cause
22 for termination of the contract and disallowance of prior reimbursed costs
- 23 2. ENGINEER, Subcontractors, and COUNTY shall maintain all books, documents, papers, accounting
24 records, and other evidence pertaining to the performance of the contract, but not limited to, the costs of
25 administering the contract. All parties shall make such materials available at their respective offices at all
26 reasonable times during the contract period and for three years from the date of final payment under the
27 contract or three years from project closeout, whichever is later.
- 28 3. COUNTY, Caltrans, the State Auditor General, FHWA or any duly authorized representative of the

1 Federal Government shall have access to any books, records, and documents of ENGINEER that are
2 pertinent to the contract for audits, examinations, excerpts, and transactions, and copies thereof shall be
3 furnished if requested.

- 4 4. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not
5 disposed of by agreement, shall be reviewed by COUNTY's Chief Financial Officer.
- 6 5. Not later than 30 days after issuance of the final audit report, ENGINEER may request a review by
7 COUNTY's Chief Financial Officer of unresolved audit issues. The request for review will be submitted in
8 writing.
- 9 6. Neither the pendency of a dispute nor its consideration by COUNTY will excuse ENGINEER from full and
10 timely performance, in accordance with the terms of this contract.

11 **T. Rebates, Kickbacks, or Other Unlawful Consideration**

12 ENGINEER warrants that this contract was not obtained or secured through rebates kickbacks or other
13 unlawful consideration, either promised or paid to any COUNTY employee. For breach or violation of this
14 warranty, COUNTY shall have the right in its discretion; to terminate the contract without liability; to pay only
15 for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full
16 amount of such rebate, kickback or other unlawful consideration.

17 **U. Prohibition of Expending Local Agency, State, or Federal Funds for Lobbying**

- 18 1. ENGINEER certifies to the best of his or her knowledge and belief that:
- 19 a. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of
20 ENGINEER to any person for influencing or attempting to influence an officer or employee of any
21 state or federal agency; a Member of the State Legislature or United States Congress; an officer or
22 employee of the Legislature or Congress; or any employee of a Member of the Legislature or
23 Congress, in connection with the awarding of any state or federal contract; the making of any state or
24 federal grant; the making of any state or federal loan; the entering into of any cooperative agreement,
25 and the extension, continuation, renewal, amendment, or modification of any state or federal contract,
26 grant, loan, or cooperative agreement.
- 27 b. If any funds other than federal appropriated funds have been paid, or will be paid to any person for
28 influencing or attempting to influence an officer or employee of any federal agency; a Member of

1 Congress; an officer or employee of Congress, or an employee of a Member of Congress; in
2 connection with this federal contract, grant, loan, or cooperative agreement; ENGINEER shall
3 complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with
4 its instructions.

- 5 2. This certification is a material representation of fact upon which reliance was placed when this transaction
6 was made or entered into. Submission of this certification is a prerequisite for making or entering into this
7 transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required
8 certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for
9 each such failure.
- 10 3. ENGINEER also agrees by signing this document that he or she shall require that the language of this
11 certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub
12 recipients shall certify and disclose accordingly.

13 **V. Ownership of Data**

14 Ownership and title to all reports, documents, plans, calculations, and estimates produced as part of this
15 contract will automatically be vested in COUNTY and no further agreement will be necessary to transfer
16 ownership to COUNTY.

17 **W. Confidentiality of Data**

- 18 1. All financial, statistical, personal, technical or other data and information which is designated confidential
19 by COUNTY or AGENCIES, and made available to ENGINEER in order to carry out this contract, shall be
20 protected by ENGINEER from unauthorized use and disclosure.
- 21 2. Permission to disclose information on one occasion for a public hearing held by COUNTY or AGENCIES
22 relating to this contract shall not authorize ENGINEER to further disclose such information or disseminate
23 the same on any other occasion.
- 24 3. ENGINEER shall not comment publicly to the press or any other media regarding this contract, including
25 COUNTY or Agencies actions regarding this contract. Communication shall be limited to COUNTY,
26 Agency or ENGINEER's staff that are involved with the project, unless ENGINEER shall be requested by
27 COUNTY to attend a public hearing or respond to questions from a Legislative committee.
- 28 4. Each subcontract shall contain provisions similar to the foregoing related to the confidentiality of data and

1 nondisclosure of the same.

- 2 5. ENGINEER shall not issue any news release or public relations item of any nature whatsoever regarding
3 work performed or to be performed under this contract without prior review of the contents thereof by
4 COUNTY and receipt of COUNTY's written permission.

5 **X. Funding Requirements**

- 6 1. All obligations of COUNTY are subject to appropriation of resources by various Federal, State and local
7 agencies.
- 8 2. This contract is valid and enforceable only if sufficient funds are made available to COUNTY for the
9 purpose of this PROJECT. In addition, this contract is subjected to any additional restrictions, limitations,
10 conditions or any statute enacted by Congress, State Legislature or COUNTY that may affect the
11 provisions, terms or funding of this contract in any manner.
- 12 3. It is mutually agreed that if sufficient funds for the program are not appropriated, this contract will be
13 amended to reflect any reduction in funds.

14 **ARTICLE V • PERFORMANCE**

15 **A. Performance Period**

- 16 1. The Contract start date is March 11, 2014. Services shall begin upon notification to proceed by the
17 COUNTY PROJECT MANAGER.
- 18 2. ENGINEER is advised that any recommendation for contract award is not binding on COUNTY until the
19 proposed contract is fully executed and approved by COUNTY.
- 20 3. ENGINEER shall perform PROJECT services in accordance with the provisions set forth in Appendix A,
21 Scope of Services, which is attached hereto and incorporated herein by reference. All Covenants set
22 forth in this agreement shall be completed by December 31, 2018 unless extended by supplemental
23 agreement.
- 24 4. Where ENGINEER is required to prepare and submit studies, reports, plans, etc., to COUNTY, these
25 shall be submitted in draft as scheduled, and the opportunity provided for COUNTY to offer comments,
26 prior to final submission.
- 27 5. Where applicable, when COUNTY determines that ENGINEER has satisfactorily completed the
28 PROJECT services, COUNTY shall give ENGINEER a written Notice of Final Acceptance. ENGINEER

1 shall not incur any further costs hereunder unless so specified in the Notice of Final Acceptance.
2 ENGINEER may request a Notice of Final Acceptance determination when, in its opinion, it has
3 satisfactorily completed all covenants as stipulated in this Contract.

4 6. Time is of the essence in this agreement.

5 **B. Time Extensions**

- 6 1. Any delay in providing PROJECT services required by this contract occasioned by causes beyond the
7 control and not due to the fault or negligence of ENGINEER, shall be the reason for granting an extension
8 of time for the completion of the aforesaid work. When such delay occurs, ENGINEER shall promptly
9 notify COUNTY in writing of the cause and of the extent of the delay whereupon COUNTY shall ascertain
10 the facts and the extent of the delay and grant an extension of time for the completion of the work when,
11 in COUNTY's judgment, their findings of fact justify such an extension of time.
- 12 2. COUNTY's findings of fact shall be final and conclusive to the parties hereto. However, this is not
13 intended to deny ENGINEER its civil legal remedies in the event of a dispute.
- 14 3. The amended contract is not binding on COUNTY until the proposed amendment is fully executed and
15 approved by COUNTY.

16 **C. Reporting Progress**

- 17 1. As part of the monthly invoice, ENGINEER shall submit a progress report in accordance with COUNTY
18 Engineering Services Progress Reporting Guidelines. Progress Reports shall indicate the progress
19 achieved during the previous month in relation to the Scope of Services, Appendix A, which is attached
20 hereto and incorporated herein by reference. Submission of such progress report by ENGINEER shall be
21 a condition precedent to receipt of payment from COUNTY for each monthly invoice submitted.
- 22 2. To ensure understanding and performance of the contract objectives, meetings between COUNTY,
23 AGENCIES, and ENGINEER shall be held as often as deemed necessary. All work objectives,
24 ENGINEER's work schedule, the terms of the contract and any other related issues will be discussed
25 and/or resolved. ENGINEER shall keep minutes of meetings and distribute copies of minutes as
26 appropriate.

27 **D. Evaluation of ENGINEER**

28 ENGINEER's performance will be evaluated by COUNTY for future reference.

ARTICLE VI • COMPENSATION

A. Work Authorization

ENGINEER shall not commence performance of any work, under this Task Order/PROJECT until so directed by the COUNTY PROJECT MANAGER. No payment will be made prior to approval of this contract.

B. Basis of Compensation

1. The method of compensation is a specific rate of compensation contract for a single Task Order/Project. PROJECT services as provided under this agreement as described in the Appendix A, Scope of Services, shall be compensated for as defined in Appendix B, Budget, which is attached hereto and incorporated herein by reference. The total amount of the Contract is not to exceed \$ 4,481,936.02 and reimbursement is to be made at actual billed cost for the following contractors with not to exceed amounts as shown:

•	Falcon Engineering Services Inc.	\$ 1,887,482.50
•	DanKen Engineering	\$ 493,937.38
•	JACOBS	\$ 254,066.16
•	Z&K Consultants	\$ 356,738.40
•	MNS Engineering	\$ 262,568.00
•	CH2MHill	\$ 315,069.50
•	Converse Consultants	\$ 153,213.51
•	GeoMat Testing Laboratories, Inc.	\$ 151,978.72
•	EarthSpectives	\$ 40,035.00
•	DESI	\$ 133,617.60
•	Green Communications	\$ 29,975.25
•	Coory Engineering	\$ 403,279.00
	Engineer's Budget =	\$ 4,481,936.02

No additional compensation for Extra Work will be paid except upon the issuance of an Extra Work Order by COUNTY.

2. Prior authorization in writing by the COUNTY PROJECT MANAGER will be required before ENGINEER

1 enters into any non-budgeted purchase order or subcontract exceeding \$1000 for supplies, equipment or
2 consultant services. ENGINEER shall provide an evaluation of the necessity or desirability of incurring
3 such costs.

4 3. For purchase of any item, service or consulting work not covered in ENGINEER's proposal and
5 exceeding \$10,000, with prior authorization by the COUNTY PROJECT MANAGER, three competitive
6 quotations shall be submitted with the request, or the absence of bidding shall be adequately justified.

7 4. Any equipment purchased as a result of this contract is subjected to the following: ENGINEER shall
8 maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a
9 useful life of at least two years and an acquisition cost of \$500 or more. If the purchased equipment
10 needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit. At the
11 conclusion of the contract or if the contract is terminated, ENGINEER may either keep the equipment and
12 credit COUNTY in an amount equal to its fair market value or sell such equipment at the best price
13 obtainable at a public or private sale in accordance with established COUNTY procedures and credit
14 COUNTY in an amount equal to the sales price. If ENGINEER elects to keep the equipment, fair market
15 value shall be determined, at ENGINEER's expense, on the basis of a competent independent appraisal
16 of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable by COUNTY, and
17 ENGINEER. If it is determined to sell the equipment, the terms and conditions of such sale must be
18 approved in advance by COUNTY and AGENCIES.

19 5. The consideration to be paid ENGINEER, as provided herein, shall be in compensation for all of
20 ENGINEER's expenses incurred in the performance hereof unless otherwise expressly so provided.
21 Travel and Subsistence are explicitly excluded from the contract.

22 6. ENGINEER agrees that the Code of Federal Regulations Section 49, Part 18, Uniform Administrative
23 Requirements for Grants and Cooperative Agreements to State and Local Governments shall be used to
24 determine the administrative requirements.

25 ENGINEER agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition
26 Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of
27 individual items.

28 Any costs for which payment has been made to ENGINEER that are determined by subsequent audit to

1 be unallowable under 49 CFR Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1,
2 Part 31.000 et seq., are subject to repayment by ENGINEER to COUNTY

3 7. ENGINEER also agrees to comply with Federal procedures in accordance with Office of Management
4 and Budget Circular A-102, Uniform Administrative Requirements for Grants-in-Aid to State and Local
5 Governments.

6 8. In the event of errors or omissions in the plans or work product for PROJECT, ENGINEER shall perform
7 the necessary engineering services required to correct such errors and omissions without additional
8 charge to COUNTY.

9 **C. Progress Payments**

10 1. ENGINEER shall submit monthly invoices for PROJECT Services in accordance with Appendix B,
11 Budget, and in accordance with COUNTY Engineering Services Invoicing Procedures. Invoices shall
12 show amount billed to date for the current phase, amount invoiced for current period and amount
13 remaining for each phase of PROJECT, phases being defined as Pre-Construction, Construction and
14 Post-Construction.

15 2. ENGINEER shall submit an invoice each month for PROJECT services performed during the preceding
16 month. Invoices shall be submitted to the COUNTY PROJECT MANAGER and shall be included with a
17 Progress Report covering the same period as the submitted invoice. Invoices shall show separate line
18 item totals for each work order or extra work task. ENGINEER and ENGINEER's subconsultants shall
19 provide timesheets for all personnel listed in the invoice for the period invoiced showing the projects, days
20 and hours billed as well as a general description of work performed as related to Appendix B, Budget.

21 3. Progress payments will be based on PROJECT services provided and actual costs incurred. Payments
22 made prior to the completion of each phase will not exceed the amount allowed in the contract for the
23 completion of that phase and prior phases, unless approved in writing by the COUNTY.

24 4. Progress payments will be made as promptly as fiscal procedures will permit upon receipt by the
25 COUNTY PROJECT MANAGER of itemized invoices.

26 5. Payment of the post construction Services will be withheld until all documentation is submitted in an
27 acceptable format and COUNTY issues a Notice of Final Acceptance for PROJECT. The budgeted
28 amount will be paid to ENGINEER after COUNTY has approved ENGINEER's final documents and

ARTICLE VII • APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:

[Signature] Dated: 3-6-14

Juan C. Perez

Director of Transportation and Land Management
Patricia Romo
Assistant Director of Transportation

APPROVED AS TO FORM:

[Signature] Dated: 3-6-14
Deputy for
Pamela J. Walls

County Counsel

APPROVAL BY THE BOARD OF SUPERVISORS

[Signature] Dated: MAR 11 2014

JEFF STONE
PRINTED NAME

Chairman, Riverside County Board of Supervisors

ATTEST:

[Signature] Dated: MAR 11 2014
DEPUTY

KECIA HARPER-JHEM
Clerk of the Board (SEAL)

ENGINEER Approvals

ENGINEER:

[Signature] Dated: 3/6/2014

WASL FAQH
PRINTED NAME

Vice President
TITLE

ENGINEER:

_____ Dated: _____

PRINTED NAME

TITLE

MAR 11 2014 3-36

Appendix A
County of Riverside Transportation Department
Magnolia Avenue Grade Separation Scope of Services

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1 - Project Description

The COUNTY and the California Department of Transportation (Caltrans), on behalf of the Federal Highway Administration (FHWA), is proposing to construct a railroad grade separation at the Burlington Northern-Santa Fe Railroad (BNSF) and Magnolia Avenue at-grade crossing in Riverside County, California. The purpose of the proposed project is to remove the existing at-grade crossing to improve safety and traffic operations by eliminating the hazards and inefficiencies of trains passing through the flow of vehicular traffic. The proposed project will construct a new four-lane overhead (bridge) over the existing BNSF tracks, approximately 1,480 feet in length with a minimum 24-foot clearance above the entire BNSF right-of-way. The total length of the improvements will extend from approximately 500 feet west of Lincoln Street to approximately 550 feet east of Buchanan Street. The new bridge will be striped for four lanes of traffic on Magnolia Avenue. The length and clearance of the proposed bridge structure will accommodate the existing skewed railroad crossing, as well as the two existing railroad tracks and two additional future tracks (planned separately from this project), and will also provide space for frontage roads (proposed as part of this project). The total length of the elevated roadway and bridge will be approximately 2,850 feet, with approximately 1,450 feet west of the crossing and 1,350 feet east of the crossing. Excavations up to 20 feet below the present ground surface will be required in limited areas; however, at the bridge column placement locations, pile driving may reach a maximum of 100 feet below ground surface. Retaining walls will also be constructed along both sides of the approach embankments.

The COUNTY shall endeavor to provide copies of applicable permits and conditions of approval to the ENGINEER prior to commencement of the work contemplated by this Agreement.

1.1 Project Controls System Development

Purpose:

To provide ENGINEER managers and COUNTY staff with current information regarding schedule, budgets, expenditures, and change orders in an integrated cost and schedule information system.

The master schedule of the Project Controls System (PCS) will enable critical activities and interrelationships between the contractors, suppliers, the COUNTY, the COUNTY's Project Manager, design engineers, utility companies, railroad, biologist and construction manager (including its subcontractors) to be monitored efficiently during the construction phase of the project. The master schedule will identify permit constraints, work area restrictions and other known work and/or coordination constraints.

The cost-monitoring element of the PCS will enable project-wide monitoring of expenditures for comparison with the original budgets and budget updates resulting from change orders processed during the life of the project. Monthly reporting will enable accurate cost forecasting at any time.

The automation of the above information will enable timely analysis, intervention, and decision making to enable efficient control of the project.

Approach:

ENGINEER will develop the PCS using software similar to Primavera P6 and Expedition, Microsoft Word and Excel software. A master schedule will be developed summarizing all significant activities of project related entities including the contractor, equipment suppliers, the COUNTY project manager, design consultants, biologist, and the construction manager. The schedule will be structured to include the following:

- Primary contractor work activities, including major submittals required accomplishing the work.
- Principal work activities of the ENGINEER's construction manager, the COUNTY's project manager, design consultants, biologist, contractors, and suppliers.
- Activities necessary for regulatory compliance.
- Activities related to utility relocations.
- Relationships between submittals, approvals, procurement, and delivery of materials.
- Milestones associated with permitting and approvals.
- Any activity requiring coordination with the COUNTY, Caltrans oversight, UPRR and other local utility/regulatory agencies.
- Substantial and final completion dates.

The cost accounting format will use a work breakdown structure and cost categories that will be compatible with the COUNTY's cost accounting system. The work breakdown structure will be based on contractor's activities and will provide the basis for cost-loading activities in the schedule.

Assumptions:

1. The initial master project schedule will be developed based on information available before the award of contracts for construction.
2. The COUNTY will provide a description of the COUNTY invoicing requirements and guidelines for project work breakdown structure and cost reporting format.
3. COUNTY will provide copies of all consultant contracts including scope of services and budgets.

Deliverables:

1. Implementation of Project Control System.
2. Draft master project schedule.
3. Initial master project schedule following review and approval by the COUNTY.
4. Initial project cost.

1.2 Monthly Project Progress Meetings and Reports

Purpose:

To apprise COUNTY management and other stakeholders of ENGINEER's activities under this contract via written report and monthly meeting.

Approach:

ENGINEER will provide a brief written report covering a summary of the status and expenditures associated with each of the tasks described in this scope of work; including highlights of any unusual contractual issues that arise during the reporting period.

ENGINEER will schedule monthly progress meetings, which will provide for discussion of progress reports and issues related to (a) this agreement and (b) the construction agreements.

Assumptions:

1. The project monthly progress report will be provided throughout the contract period for an estimated duration of 18 months.
2. A regular monthly meeting date and time will be established. Meeting date is typically the first week of each month, the same day of the week, i.e., Monday, Tuesday, etc.
3. Written progress reports will be provided to the COUNTY at least 5 working days in advance of each progress meeting.
4. COUNTY to submit proposed changes/amendments to the monthly progress reports, in writing, to ENGINEER for its use.

Deliverables:

1. Monthly project progress report.
2. One page summary report.
3. Monthly progress review meetings with minutes/summaries.

1.3 Document Management System

Purpose:

To establish a system for the timely logging, filing, and tracking of project related correspondence to assure timely responses, and provide a record of communications to enable efficient retrieval and establish the chronology of events for use in dispute resolution.

Approach:

ENGINEER will set up a document tracking system; using software similar to Primavera Expedition to maintain project files.

Assumptions:

1. Actual logging, filing, and tracking of project information will be performed under separate tasks and subtasks.
2. The ENGINEER File Index will conform to the Caltrans filing numbering system.

Deliverables:

Implementation of a computerized document management system that includes written procedures for use of the ENGINEER project team.

1.4 Neighborhood Liaison Strategy

Purpose:

To provide a strategy for dealing with issues related to the impacts of construction on the residential neighborhoods and businesses located adjacent to and within the limits of the project.

Approach:

ENGINEER will develop in conjunction with the COUNTY a strategy for neighborhood and local community communication related to construction phase impacts and mitigation.

Assumptions:

ENGINEER will be responsible for development of the neighborhood liaison strategy. However, the COUNTY will provide general guidelines for community and neighborhood affairs, dictate protocol, and initiate contact with local elected officials, if required. The COUNTY will be responsible for the review and approval of the overall plan.

Deliverables:

1. ENGINEER: Draft Action Plan
2. COUNTY: Review and comment on action plan.
3. ENGINEER: Draft Neighborhood affairs strategy memorandum.
4. COUNTY: Comments on draft strategy memorandum.
5. ENGINEER: Final Neighborhood affairs strategy memorandum.

1.5 Sub-Consultant Management:

Purpose:

To coordinate and manage sub-consultant services contracted with ENGINEER. Sub-consultants include inspectors, materials testing consultants, and biologists, and /or others, to be determined at a later date and secured at reasonable rates.

Approach:

ENGINEER will coordinate and manage the utilization of sub-consultants for the COUNTY in order to comply with the terms of the contract documents and the requirements of regulatory agencies.

At the COUNTY's direction, ENGINEER will negotiate and enter into sub-consultant agreements with select sub-consultants.

ENGINEER will work with consultants contracted directly with the COUNTY. ENGINEER will review and approve invoices provided by COUNTY consultants and forward said invoices to the COUNTY for processing and payment.

Assumptions:

1. The COUNTY will retain final approval rights over invoices for COUNTY contracted consultants.

2. All costs associated with ENGINEER's sub-consultant services will be billed to the COUNTY in conjunction with ENGINEER's services on a monthly basis.

Deliverables:

1. Copies of all sub consultant reports. Original reports will remain with ENGINEER until project closeout, at which time all originals will be forwarded to the COUNTY with the project documentation.
2. Copies of all sub-consultant invoices billed through ENGINEER.
3. Original invoices reviewed and approved by ENGINEER for COUNTY contracted consultants.

2 – Pre-Construction Phase Services

ENGINEER shall provide specialized services during the project Pre-Construction phase, including the bidding periods of the project. These services are intended to involve the construction manager early in the project and to provide advanced planning for construction phase activities.

2.1 Constructability Review

Purpose:

To provide the COUNTY and ENGINEER with reasonable assurance that project can be adequately constructed as indicated on the Design Plans and to endeavor to minimize contract change orders. To enable changes to be made to the Project Documents by the Design Engineer before the construction contract bids are due.

Approach:

ENGINEER will perform a constructability review of the project, analyzing the phasing and staging of project construction for conflicts. The constructability review will also look for inconsistencies between the Project Plans (including construction notes), the Project Specifications, and applicable permits for the Project and the Engineer's Estimate. The ENGINEER will also perform an Independent Quantity Take-off of the major items of work on the Project.

Assumptions:

The Project Plans and Project Specifications are essentially complete and ready for advertisement.

Deliverables:

1. Constructability comments and report for review by the COUNTY and Design Engineer. ENGINEER will provide two (2) copies of the comments and report.
2. The Independent Quantity Take-off with comments and supporting calculations, wet stamped and signed by the ENGINEER's Engineer in Responsible Charge.

After COUNTY and Design Engineer have reviewed and/or made changes, log changes made and changes not made in the project records

2.2 Construction Management Plan

Purpose:

To provide the COUNTY and ENGINEER with uniform procedures and standards for the administration of the construction contract.

Approach:

ENGINEER will develop a procedures manual that is usable for the construction project utilizing the **Caltrans Construction Management Manual** and portions of the **Local Assistance Manual**. The Manual will be a compilation of both manuals, using various parts from both manuals as appropriate and incorporating a section concerning emergencies. The COUNTY approved manual will be used by the COUNTY, as it deems appropriate.

Assumptions:

The final project manual will be bound in a three ring binder to facilitate future revisions.

Deliverables:

1. Draft project manual for review by the COUNTY. ENGINEER will provide two (2) copies of the draft.
2. After review and comments, provide two (2) copies of final project manual to the COUNTY.

2.3 Storm Water Pollution Prevention Plan (SWPPP)

Purpose:

To protect the COUNTY from potential fines from regulatory agencies by monitoring contractors' activities regarding pollution prevention controls and/or activities for general compliance with the contractor's SWPPP Best Management Practices (BMP).

Approach:

ENGINEER will observe the contractor's work area for general compliance with the SWPPP Best Management Practices (BMP) and notify the contractor if the pollution prevention controls are not in accordance with the SWPPP. Failure to revise and correct conditions will be cause to have the COUNTY take corrective action. Immediate shutdown of the contractor's work may be required, if conditions are in non-compliance with the SWPPP or other permit conditions.

Assumptions:

1. ENGINEER will not provide full time inspections of contractor's work areas for compliance with the contractor(s) SWPPP and BMP.
2. ENGINEER will not be responsible for contractor(s) means and methods for complying with the BMP listed in the SWPPP.
3. ENGINEER will not be responsible for costs incurred by the contractor(s) for its failure to comply with its SWPPP.
4. ENGINEER will document site conditions with respect to SWPPP and BMP weekly and maintain a separate file for said reports.

Deliverables:

Contractor(s)' SWPPP monitoring reports and ENGINEER documentation of site conditions kept in project file for the record.

2.4 Local Assistance Documentation / Federal Contract Management Requirements

Purpose:

To assist the COUNTY in field observation, testing and preparation of documentation required for compliance with FHWA Contract Management Requirements as detailed in the Caltrans's Local Assistance Procedures Manual.

Approach:

ENGINEER in conjunction with the COUNTY will review the Local Assistance Procedures Manual to insure that all contract administration procedures, documentations, and filing system is being prepared in accordance with Chapters 15, 16, and 17 of the Local assistance Procedures Manual. All subsections included in these chapters have been discussed in details throughout various sections of this Scope of Services:

- Chapter 1, Introduction and Overview
- Chapter 5, Accounting/Invoices Contents
- Chapter 7, Field Review
- Chapter 12, Plans, Specifications & Estimate
- Chapter 14, Utility Facility
- Chapter 15, Advertise and Award Project; including the following sections:
 - Approval for Local Agency to Administer Projects.
 - Project Advertisement,
 - Contract Bid Opening, Contract Award, and Award Package
- Chapter 16, Administer Construction Contracts includes the following:
 - Project Supervision and inspection
 - Pre-construction meeting and partnering
 - Contract time
 - Sub-contractors
 - Engineer's daily reports
 - Project files
 - Construction records and procedures
 - Safety Provisions
 - Labor compliance
 - Equal employment opportunity
 - Quality Assurance Program
 - Contract claims
 - Traffic safety in highway and street work zones
 - Construction engineering review by the State.
- Chapter 17, Project Completion includes the following:
 - Acceptance procedures
 - As-built plans
 - Report of expenditures
 - Consequences
- Chapter 19, Progress Reviews

The COUNTY and ENGINEER will incorporate specific deliverables within the scope of services and designate the party or parties responsible.

Assumptions:

The COUNTY will review the attached scope of services and deliverables to ensure that all tasks required are identified and an individual party is assigned responsibility for that task.

Deliverables:

This Scope of Services. Individual tasks required for compliance with the Local Assistance Procedures Manual are identified as specific tasks including all required checklists, forms, filing system, procedures for progress payments, change orders, claims, correspondence, as-builts, reporting, permit compliance, permit renewals, final invoicing and claims mitigations and resolutions.

Also using the Caltrans Construction Manual, Traffic Manual, MUTCD, ADA Guidelines, CAL OSHA Safety Orders, SWPPP & PMP preparation Handbook, and all Bridge Manuals as applicable.

All above Chapters and sections have specific formats, checklists, and procedures that would be implemented as required by the Local Assistance Procedures Manual and Contract Provisions.

2.5 Pre-construction walk with contractor

Purpose:

To document existing project site and neighboring site conditions prior to the start of construction; to ensure that all parties are aware of and agree to the condition of existing project site and neighboring site conditions prior to the start of construction.

Approach:

Prior to the issuance of a Notice to Proceed, ENGINEER, the Contractor, Caltrans, UPRR, utility company representatives, biologist, COUNTY and City representatives will walk the entire project and record existing conditions via a written log, still photographs, and videotape where required. ENGINEER will provide copies of all documentation to the Contractor and the COUNTY. ENGINEER will keep documentation originals in the project files until project completion.

Assumptions:

Project walk will not take longer than two days with approximately the same amount of time to log, file and copy the information.

Deliverables:

A written log, still photographs and any videotape depicting existing site conditions, as recorded prior to the start of construction.

3 – Construction Management Services

ENGINEER, on behalf of the COUNTY, will provide construction management services for a single construction contract. The project involves the construction of the Magnolia Avenue Grade Separation, more completely described above. Construction Management services will encompass the Quality Assurance and enforcement of all construction contract requirements.

3.1 Pre-construction Conferences

Purpose:

To provide a forum for all essential project participants to meet prior to the start of work. This meeting will outline the COUNTY's administration of the contract, introduction of the participants, and record all comments and questions submitted by the contractor. Provides an understanding of the procedures to be used on the project and what the Contractor can expect from the COUNTY and its consultants.

Approach:

ENGINEER will schedule, prepare the agenda, chair and take minutes of the pre-construction meeting. The meeting will outline project specifics and inform the Contractor of project administration procedures.

Assumptions:

1. The COUNTY will provide the meeting venue.
2. The COUNTY will assist ENGINEER in developing the attendee list.
3. ENGINEER will prepare a draft agenda for the COUNTY approval prior to the meeting.

Deliverables:

1. Written agenda and minutes of pre-construction conference.
2. Electronic copies of pre-construction meeting minutes to the attendees.
3. Review and comment on contractor's base-line schedule.
4. Establish ground rules of coordination & communications with contractor and designer concerning the processing and reviewing of submittals and RFI's.
5. Maintain construction documents per federal requirements and as detailed in Chapters 15, 16, 17 and other relevant Chapters of the Local Assistance procedures Manual.
6. Enforcement DBE requirements.
7. Enforcement of Labor Compliance Requirements, including completion federal Labor Compliance Pre-job Checklist.
8. Enforcement of Quality Assurance Program
9. Completion of the Federal Resident Bridge Engineer's Construction Contract Administration Checklist, including all necessary attachments as detailed in Local Assistance Procedures Manual.
10. Discussion of environmental permits requirements.
11. Discussion of utility company requirements.
12. Preparation of invoices for federal reimbursement.

3.2 Communications and Correspondence

Purpose:

To provide for and/or facilitate effective communication, on behalf of the COUNTY, and among all stakeholders in the administration of the construction contract.

Approach:

ENGINEER will obtain all pertinent information as required to develop a project directory of all key personnel working on the project. ENGINEER will develop a graphic chart indicating the proper flow of correspondence. ENGINEER will log all information received from the Contractor and others, in *Expedition*. Lastly, ENGINEER will prepare and/or forward appropriate responses, obtaining COUNTY approval when required.

Assumptions:

1. The ENGINEER Correspondence Log will be used for all correspondence received from the COUNTY, the Contractor and others.
2. All original correspondence will remain with the ENGINEER project files. Only copies will be distributed, with the exception of shop drawing submittals.
3. The ENGINEER project files will be turned over to the COUNTY upon the conclusion of the project.

Deliverables:

1. Communication flow chart.
2. Written logs of information received from the COUNTY, the Contractor, design consultants, biologist, testing firm, citizens and/or others.

3.3 Change Management

Purpose:

To provide a system for logging and tracking all changes on the project.

Approach:

ENGINEER will review potential change orders for contractual and technical merit, prepare independent cost estimates and schedule analysis of work as necessary, discuss with COUNTY, and negotiate change order costs with the Contractor. ENGINEER will prepare change orders with all required support documentation for execution by the COUNTY. ENGINEER will keep the COUNTY apprised of cumulative changes in project cost and project duration.

Assumptions:

1. ENGINEER will be allowed to use its own judgment regarding how best to handle cost negotiations with the Contractor, but will keep the COUNTY informed throughout the process.
2. ENGINEER will obtain final approval of all project cost and/or project time changes from the COUNTY prior to authorizing the Contractor to proceed with changes.
3. ENGINEER will prepare official change order documentation to be processed with the Contractor's regular application for payment.
4. ENGINEER will transmit electronic copies (MS Word *.docx files) of change order documentation to the COUNTY's capital project construction group.

5. Change Orders will require COUNTY's approval.

Deliverables:

1. Independent cost estimates.
2. Change orders ready for execution.
3. Change order summary reports.

3.4 Monthly Construction Progress Reports

Purpose:

To keep the COUNTY apprised of the project status during the prescribed construction period.

Approach:

ENGINEER will prepare a monthly report that provides construction status to the COUNTY and other involved parties. The monthly report shall contain the following:

1. Status of contractor's schedule and what the contractor is doing to maintain or catch up if the schedule has slipped. While the focus will be on critical path items, other items that might become critical will be discussed in the report.
2. Construction and construction manager's costs incurred for the month.
3. Cash flow projections for both the contractor and Construction manager.
4. Identify actual and potential problems associated with the construction project and consult with the Project Manager and design engineer.
5. Evaluate Cost Reduction Incentive Proposals (CRIP) and provide recommendations to the Engineer for acceptance or denial.
6. Potential Issues, pending change orders and executed change orders.
7. Photographs to show construction activities and for clarity for special issues.
8. Other information deemed necessary for the COUNTY to have a concise understanding of the construction Projects.

Assumptions:

The COUNTY will assist ENGINEER in the initial formatting of the first report.

Deliverables:

1. Monthly progress report.
2. One page summary report for distribution to Senior COUNTY staff or elected officials.

3.5 Schedule Monitoring

Purpose:

To monitor and review the Contractor's schedule, after acceptance of baseline schedule, to ensure project is not being delayed over issues within the control of the Contractor.

Approach:

ENGINEER will develop procedures, using available software, to review the Contractor's monthly schedule updates for logic, duration, and resource changes. ENGINEER will notify the Contractor of discovered changes and document the Contractor's response, for the record. ENGINEER will keep the COUNTY apprised of the Contractor's current construction schedule.

Assumptions:

Contract specifications will require the Contractor to use Critical Path Method (CPM) scheduling tools/software. The preferred scheduling software is P6 or Suretrak by Primavera. Gant charts will be strictly forbidden.

Deliverables:

1. ENGINEER will prepare and transmit to the Contractor schedule review comments.
2. Monthly review of contractor's schedule updates and provide summary to COUNTY on schedule status and impact of changes to completion date.
3. Monitor and facilitate utility coordination with various utility companies and the Contractor. Incorporate relocations in the schedule and report any delays and impacts to completion date.

3.6 Cost Monitoring

Purpose:

To provide the COUNTY with a system that is easy to understand and provides up-to-date cost information for making timely decisions.

Approach:

Using a combination of software like *Expedition* and *Excel*, ENGINEER will generate spreadsheets and graphs for the purpose of monitoring anticipated and actual cost outlays.

Assumptions:

The COUNTY will provide direction regarding desired cost monitoring information and report formats.

Deliverables:

1. Monthly cost monitoring reports in a format to be determined.
2. Monthly progress report for the COUNTY describing key issues, cost vs. budget status, and schedule status.

3.7 Progress / Coordination Meetings

Purpose:

To provide a forum for the review of the project status, the look-ahead schedule, outstanding RFIs and submittals, and project issues.

Approach:

ENGINEER will conduct regular progress/coordination meetings, to be attended by the COUNTY, the Contractor, ENGINEER and other invitees. ENGINEER will request the COUNTY and the Contractor to submit agenda items for the meetings. Using the proposed agenda items and agenda items developed in house, ENGINEER will prepare a comprehensive agenda for the meeting and distribute the agenda to all parties scheduled to attend. Following the meeting, ENGINEER will distribute meeting minutes, requesting either the concurrence of those who attended, or suggested corrections to the minutes. Minutes will be filed as either approved or amended.

Assumptions:

1. The COUNTY's and Contractor's staffs will be able to meet on a regular basis with minimal absences.
2. The meeting room will be able to seat a minimum of 15 people.
3. Meetings will not take place more than once a week and will not last longer than one hour.
4. The Contractor will submit a look-ahead schedule (2 or 3 week) at each meeting.

Deliverables:

1. Agenda with status of open items from previous meetings.
2. Meeting minutes, for review, with action items noted.
3. Amended meeting minutes, if required.
4. Submittal, Issues log, Change Order log and RFI and RFQ working logs.

3.8 Payment Recommendations

Purpose:

To verify that the Contractor's request for payment does not represent more than an amount that is reasonable for the work done on a monthly basis. To prepare progress payment recommendations on behalf of the COUNTY for work completed and materials stored on hand (if allowed).

Approach:

ENGINEER will review and approve the Contractor's monthly progress based on the percentage of work activities complete. The Contractor will submit a certified application for payment to ENGINEER for final review. Once approved, COUNTY will prepare a payment application certificate, using software similar to *Excel*, for approval and execution by the COUNTY.

Assumptions:

1. The COUNTY will make payments in accordance with the contract stipulations and State Law to the Contractor once each month.
2. The software is acceptable to the COUNTY for preparing progress payment application certificates.

Deliverables:

1. Contractor's certified application for payment.
2. Progress payment request documents suitable for approval and execution by the COUNTY.

3.9 Safety

Purpose:

To review the Contractor's work site safety and notify the Contractor of unsafe conditions, as observed. Implement the CAL OSHA Safety Orders requirements for providing safe work site conditions.

Approach:

ENGINEER will observe contractors' work area. Contractors to be informed if unsafe work conditions and/or areas are observed. Immediate shutdown of contractors' work may be required if conditions endanger property and/or life. Random attendance of contractor's tailgate meeting. ENGINEER will conduct its own bi-weekly staff safety meeting to discuss specific safety procedures and issues relating to current or upcoming construction activities requiring unique safety procedures.

Assumptions:

1. Contract document requires Contractor to submit its safety program and safety officer prior to the start of work
2. Contract documents or Contractor's safety program requires contractor to submit accident reports.
3. ENGINEER assumes no responsibility for safety of Contractor's work areas.
4. ENGINEER assumes no responsibility for implementation of Contractor safety program or its construction means and methods.

Deliverables:

1. Accident reports from Contractor.
2. Bi-weekly safety meeting minutes
3. Copies of safety issues discussed during contractors tailgate meetings.

3.10 Environmental Coordination & Biological Monitoring

Purpose:

To verify the contractor has copies of applicable permits and that the work activities abide by the requirements of the permits granted by regulatory agencies. All permits shall be kept current and renewed prior to expiration throughout the project duration.

Approach:

ENGINEER will review and enforce requirements stipulated in permits issued by regulatory agencies. ENGINEER will mobilize the services of its sub-consultant ENGINEER for Biological Monitoring who will provide a certified Biologist.

Assumptions:

1. All permits will be provided to ENGINEER for review.
2. All permits will be included in the contract documents.
3. A certified Biologist will be provided by ENGINEER's sub-consultant ENGINEER.
4. The USFWS must approve the Biological monitor. Biological Monitor will be responsible for oversight of Programmatic Biological Opinion for any listed or protected species within or adjacent to the PROJECT site.

Deliverables:

1. Develop an employee education program. Each employee (including temporary, contractors, and subcontractors) will receive a training/awareness program within two weeks of working on the proposed project. They will be advised of the potential impact to the listed species and the potential penalties for taking such species. At a minimum, the program will include the following topics: occurrence of the listed and sensitive species in the area, their general ecology, sensitivity of the species to human activities, legal protection afforded these species, penalties for violation of Federal and State laws, reporting requirements, and project features designed to reduce the impacts to these species and promote continued successful occupation of the project area environs. Included in this program will be color photos of the listed species, which will be shown to the employees. Following the education program, the photos will be posted in the resident engineer's office and contractor's office, where they will remain throughout the duration of the project. The RESIDENT ENGINEER, CONTRACTOR, and Service-approved biological monitor will be responsible for ensuring that employees are aware of the listed species.
2. Be present for all ESA fence construction. Ensure all areas outside of the project footprint will be delineated as Environmentally Sensitive Areas (ESAs). Inform all parties associated with this project to strictly avoid these areas and that no construction activities, materials, or equipment will be permitted in the ESAs. Ensure that these areas must be placed on the design plans. Ensure that ESAs will be designated by erecting protective fencing delineating the project impact boundary and sensitive habitats and that this barrier fencing will be constructed in such a way as to restrict the movement of fauna into impacted areas. Minimum monitoring frequency after fence constructed: Weekly
3. Relocate any specified animal using traps or other methods acceptable to the USFWS if necessary. Relocation sites must be identified by the USFWS.
4. Be present at all pre-construction and pre-grade meetings and on site during vegetation removal.
5. Will have the authority to halt all associated project activities that may be in violation of any biological opinion. In such an event, the biologist will contact the Service within 24 hours.
6. Monitor that the construction work areas will be delineated and marked clearly in the field prior to any habitat removal, and the marked boundaries maintained and clearly visible to personnel on foot and be heavy equipment operators. Shall strictly limit their personal as well as the contractor personal from activities and vehicles to the proposed project areas, staging areas, and routes of travel. The biological monitor will work with the COUNTY to contact the Service to verify that the limits of construction have been properly staked and are readily identifiable.
7. Monitor construction to ensure that vegetation removal, Best Management Practices (BMPs), ESA fencing, and all avoidance and minimization measures are properly constructed and followed.
8. Monitor that all equipment maintenance, staging, and dispensing of fuel, oil, or any other such activities, will occur in designated upland areas. The designated upland areas will be

located in such a manner as to prevent any runoff from entering waters of the United States, including wetlands.

9. Monitor that the typical erosion control measures, BMPs, in the vicinity of streams will be employed in accordance with the conditions in the 401 Water Quality Certification requirements of the Regional Water Quality Control Board.
10. Monitor the restriction of the use of invasive exotic plant species in landscaped areas adjacent to or near sensitive vegetation communities. In compliance with Executive Order 13112, impacted areas will be revegetated with plant species native to the area.
11. Monitor that all construction equipment will be inspected and cleaned prior to use in the proposed project footprint to minimize the importation of non-native plant material. Also monitor/verify that all mulch, topsoil and seed mixes used during post construction landscaping activities and erosion control BMPs will be free of invasive plant species propagules. Ensure that a weed abatement program will be implemented should invasive plant species colonize the area within the project footprint post-construction.
12. Monitor that no off-road vehicle activity from construction personnel or other persons affiliated with the project will occur outside of the project footprint.
13. Monitor that the all trash will be placed in raven-proof containers and promptly removed from the site to reduce the attraction of ravens and crows, which may eat protected species.
14. Monitor that no pets or firearms will be permitted inside the project's construction boundaries or other associated work areas.
15. Monitor that all soil/rock removal and storage activities will be restricted to the project footprint and that no maintenance activities will be authorized that extend beyond the boundaries of the project footprint.
16. Monitor that proper signage be implemented to advise motorists that the vehicle speeds on unpaved construction access roads will be restricted to a maximum of 25 MPH.
17. Monitor that all culverts, bridges, and associated water passage structures will be maintained such that water and sediment may pass between upstream and downstream locations and so as not to block the passage of wildlife.
18. Monitor is to insure compliance with any U.S. Army Corps of Engineers 404 permit authorization and the California Regional Water Quality Control.
19. Monitor shall wear Class II or Class III safety vests and hard hats at all times on the job site and shall be aware of the location of all heavy equipment in the vicinity as they may not be visible to the equipment operator.
20. All materials submitted will become the property of the COUNTY.

3.11 Neighborhood Communication /Public Information

Purpose:

To provide an efficient means for keeping traveling public, adjacent residents and businesses apprised of the work activities they will encounter during construction. To provide a local contact telephone number that residents and businesses may contact to pose questions and discuss concerns.

Approach:

Using the Neighborhood affairs strategy memorandum, developed in Task 1, ENGINEER will prepare "Dear Neighbor" letters and door hangers as a means to communicate with adjacent residents and businesses. Attending and facilitating public meetings, responding to citizens and business owner's inquiries. Working with the COUNTY's, Caltrans and City's public information offices.

Assumptions:

Any COUNTY desired changes to the final memorandum of understanding will be communicated to ENGINEER in a timely manner.

Deliverables:

1. Attend weekly (as needed) Neighborhood/Business meetings.
2. Minutes of any meetings listing questions posed by residents and business owners.
3. Work progress flyers (Dear Neighbor letters).
4. Door hangers if not provided by the Contractor.
5. Local contact number for ENGINEER.
6. 24-hour hot line
7. Provide Draft "Friday" report items to the Council and draft news releases.
8. Provide project progress updates for website and/or newsletter.

3.12 Traffic Control and Signal Timing

Purpose:

To provide an efficient means for keeping traffic flowing through the site to adjacent residents and businesses during construction.

Approach:

Using a Traffic Engineer, ENGINEER will provide the necessary expertise to evaluate and modify permanent and temporary traffic controls, including signal timing as necessary to ensure the safe and efficient handling of traffic through the project site. Work with the COUNTY's, Caltrans and City's traffic engineering offices.

Assumptions:

Any COUNTY desired changes to the traffic handling will be communicated to ENGINEER in a timely manner.

Deliverables:

1. Monitor, review and provide recommendations for modifications to traffic handling during the course of construction.

2. Prepare signal timing charts for traffic signals within and adjacent to project site as necessary to promote improved traffic flow for the various phases of construction.
3. Work with the County, Caltrans and the City to implement those signal timing charts.
4. Provide a recommended signal timing chart for implementation at project completion based on the ultimate configuration.

3.13 Submittal Management and Review

Purpose:

To provide an efficient means of processing and reviewing submittals, including working drawings furnished in accordance with Sections 5-1.02 and 5-1.02A of the State Standard Specifications, from the Contractor and forwarding applicable submittals to the Project Designer as may be appropriate.

Approach:

Using software similar to *Expedition*, ENGINEER will develop a comprehensive submittal list for distribution to the Contractor and the Designer. ENGINEER will update and submit status submittal logs for review at each coordination meeting. ENGINEER will work with the Contractor and Designer (where applicable) to encourage timely submission, review and approval of submittals as outlined in the Contract Documents, prior to inclusion of submitted materials in the progress of the work. In addition, ENGINEER will perform the engineering reviews and approvals for working drawings and calculations provided by the Contractor in accordance with Sections 5-1.02 and 5-1.02A of the State Standard Specifications and within the review timeframes as specified in the applicable sections of the contract documents and specifications. The following steps will be taken in reviewing the Contractor's submittals:

1. Log all submittals by Specification Section.
2. Ensure that the Contractor has provided a complete submittal, coordinated with the work of other trades, and that all deviations have been noted. Submittal is returned to the contractor if it is not complete.
3. Construction Manager reviews submittal for general compliance with the specification.
4. Applicable Submittals are forwarded to Designer for formal review. Submittal status is logged.
5. Submittals sent to Designer are returned to ENGINEER. Submittal status is logged.
6. ENGINEER to perform engineering review of submittals consisting of working drawings and calculations furnished in accordance with Sections 5-1.02 and 5-1.02A of the State Standard Specifications. Such submittals shall be reviewed and approved by ENGINEER's Resident Engineer in accordance the above sections, other applicable sections of the State Standard Specifications and the Caltrans Inspection Manuals for the associated work (ie. Falsework, Prestressing, Trenching and Shoring, etc.).
7. Approved submittals are returned to the Contractor for use in work. Submittal status is logged.
8. ENGINEER to inform Contractor if a re-submittal is required.

Assumptions:

1. ENGINEER will not be responsible for errors or omissions in submittal lists.
2. Coordination and submission of submittals in accordance with requirements of the contract is the responsibility of the Contractor.

3. COUNTY will provide a listing of submittals to be reviewed by the Designer or others including COUNTY staff.
4. ENGINEER will not make an exhaustive review of Contractor's submittals except as noted above.
5. ENGINEER will forward to the Designer all submittals designated by the COUNTY to be reviewed and approved by Designer. These submittals are typically for pre-manufactured materials and assemblies specified in the Contract.

Deliverables:

1. Submittal status log.
2. Check Calculations, where required.
3. Copy of all approval letters, approved working drawings, submittals and final submittal log.
4. Request for Information (RFI) Management

3.14 Request for Information (RFI) Management and Review

Purpose:

To provide an efficient means of processing Requests for Information (RFIs) submitted by the Contractor. The efficient management of RFIs permits timely communication between the Designer and the Contractor.

Approach:

ENGINEER will receive, log and review all RFIs for completeness and verify the question is reasonable and understandable. ENGINEER will provide a short technical review of the RFI to determine if the issue is addressed adequately in the contract documents. ENGINEER will return the RFI if the question is unclear or, in the opinion of ENGINEER staff, the answer is contained in the contract documents, noting where the requested information can be found in the contract documents. ENGINEER will track RFIs, using the software similar to Expedition, and facilitate the timely response from the Designer.

Assumptions:

The Designer will respond with an answer to all RFIs within the contract stipulated time period for response. Facsimile or e-mail will be used to forward RFIs to the Designer and return responses to the Contractor, with original documents to follow.

Deliverables:

1. Comprehensive log of all outstanding RFIs and their status.
2. Prepare responses to RFI's related construction issues
3. Transmit design related RFI's to design engineer and copy COUNTY Project Manager.
4. Conduct meetings with the Contractor and other parties as needed to discuss and resolve RFI's.

3.15 Document Management

Purpose:

To provide the COUNTY with an electronic means of tracking all documents exchanged between the parties involved in the construction of the project.

Approach:

ENGINEER will use software similar to Primavera *Expedition* and the ENGINEER File Index modified to conform to the Caltrans filing system to log all documents in the project field office. Documents will be scanned into the document control system and attached to the file index categories. All documents will be filed as an electronic file and hardcopy.

Assumptions:

1. ENGINEER will use software similar to *Expedition*.
2. The COUNTY may not use the chosen software.

Deliverables:

1. Comprehensive logs of all documents in the project files (electronic and hardcopy).
Electronic files shall not require special software to read or access.
2. All hardcopy project documents exchanged on the project between the various parties.
3. Establish and process project control documents to include:
 - Daily inspection and Resident Engineer's diaries
 - Weekly News Letter and Weekly Statement of Working Days
 - Monthly progress report and monthly progress pay estimate
 - RFI's, Submittals
 - Correspondences with Contractor, Caltrans, Permitting Agencies, Utility Companies, Regulatory Agencies, and other stake holders
 - Survey requests and survey notes
 - Materials receipts, materials testing results, and certificate of compliance
 - Mix designs for PCC, CTPB, AC, AB

3.16 Construction Change Order Assistance

Purpose:

To provide the COUNTY with assurance that the Contractor is not presenting requests to be paid for additional work included in the original contract. To assure the COUNTY that the associated extra work costs and time extension requests are fair and reasonable to both the COUNTY and the Contractor.

Approach:

ENGINEER will negotiate change orders on behalf of the COUNTY and will use the following approach in assisting & coordinating the process with the COUNTY:

Requests for Changes by the COUNTY

1. ENGINEER will forward a Request for Quote (RFQ) to the Contractor for pricing and stipulation of proposed time extension, if requested work can be shown to impact the project's critical path. The RFQ shall contain a description of the extra work (normally provided by the Designer) to fairly price the work.
2. ENGINEER will prepare an independent cost estimate of the extra work.
3. ENGINEER will review the cost quote from the Contractor for completeness, negotiate cost and time extension requests as required and, obtaining COUNTY concurrence throughout the process. Obtain COUNTY authorization for proceeding with the change, based on definitive cost and time extension values.

4. Should ENGINEER and the Contractor be unable to negotiate a reasonable price, the COUNTY will be consulted prior to directing the work via alternative contract change options such as proceeding on a time and material basis or proceeding by force account.

Requests for Changes by Contractor

1. ENGINEER will review requests of proposed cost and/or time impacts for merit. If ENGINEER determines the request fails on merit, the Contractor will be informed of the reasons why the request is denied. Should ENGINEER determine the request has merit; ENGINEER will proceed with steps 2 and 3.
2. ENGINEER will prepare an independent cost estimate and schedule analysis of the work.
3. ENGINEER will negotiate extra work cost and time extensions with the Contractor.
4. ENGINEER will prepare change order documents for approval and execution by the COUNTY.

Assumptions:

1. ENGINEER will have authority to make minor changes to work that it determines to have no cost or time impacts to the construction project.
2. The contract will require the Contractor to submit a project schedule dragnet to demonstrate critical path impact to the project's schedule in order to substantiate any/all Contractor requests for contract time extension.
3. Extra work costs successfully negotiated between ENGINEER and the Contractor will be submitted to the COUNTY for approval.

Deliverables:

1. Perform quantity and cost analysis as required for negotiation of change orders
2. Analyze additional compensation claims that are submitted during construction period and prepare responses.
3. Perform claims administration including coordinating and monitoring claim responses, logging claims and tracking claim status.
4. Change order documentation ready for approval and execution by the COUNTY.

3.17 Review Certified Payrolls

Purpose:

To verify the Contractor provides certified payroll reports in conformance with the provisions of the contract and applicable State and Federal Law. To verify the certified payroll reports contain information required by the Labor Code.

Approach:

ENGINEER will receive and review certified payrolls from the Contractor and each of its subcontractors. ENGINEER will check for the "Statement of Compliance" from the Contractor and/or subcontractors, and spot-check wages for each classification of laborer or craftsperson. ENGINEER will notify the COUNTY and the Contractor of all discrepancies and/or errors and request a corrected Certified Payroll.

Assumptions:

1. ENGINEER will conduct employee interviews, for the purpose of verifying payment of prevailing wages. ENGINEER will perform a minimum of one interview per trade, per contractor per month.
2. ENGINEER will not be held responsible for enforcement of the Labor Code.
3. ENGINEER will maintain a weekly list of subcontractors working on the project.
4. ENGINEER will not be responsible for identifying every worker on site.

Deliverables:

Hardcopies of the Contractor's certified payrolls maintained in the project files.

4 – Construction Inspection Services

4.1 Inspection and Documentation

Purpose:

To provide the COUNTY with documentation of construction activities, duration of activities, manpower and equipment allocation, inspections, and work conditions.

Approach:

ENGINEER will provide the COUNTY with knowledgeable people, familiar with construction activities to be performed on the project. ENGINEER will document the Contractors' daily activities, manpower loading, on-site equipment and items considered pertinent to the project. ENGINEER will either coordinate and manage the utilization of Sub-consultant's inspectors, including special inspectors, for the purpose of providing daily inspections and/or special inspections as deemed necessary and beneficial for proper completion of the project, or, at the COUNTY's direction, ENGINEER will negotiate and enter into a sub-consultant agreement(s) with a qualified Inspector(s), as defined in Task 1.5.

Assumptions:

1. ENGINEER shall provide inspectors who are experienced and qualified for the inspection required.
2. All inspections will be within the project limits.

Deliverables:

1. ENGINEER Resident Engineer's daily reports and Inspector's daily and/or special inspection reports maintained in the ENGINEER project files and turned over to the COUNTY at the completion of the project. Copies of these daily reports will be submitted to the on weekly basis or upon request.
2. Take and maintain digital photographs and videos as necessary to provide documentation of construction activities. All photos will be logged, dated and kept at the field office in a bound folder (hard copies and CD copy).
3. Verify field measurements for compliance with contract plans and specifications and provide quantity calculations for progress payment.
4. Continue to update an As-Built set of plans and review contractor's marked set.
5. Conduct weekly project meetings, prepare and distribute to all designated parties.
6. Review the updated construction schedule and maintain record.
7. Establish and process job control documents including:

- Daily inspection diaries
- Weekly Resident Engineers News Letter
- Monthly construction progress payment
- Request for information
- Survey requests
- Materials receipts
- Weigh master certificates
- Materials submittals
- Weekly statements of working days
- Construction change orders
- Review of certified payrolls

4.2 Materials Testing, Construction Testing & Quality Assurance Program (QAP)

Purpose:

To provide project site and laboratory testing of construction materials used in the project for the purpose of determining quality and acceptability of materials and workmanship incorporated into the project and in compliance with the contract documents.

Approach:

ENGINEER will coordinate and manage the utilization of the materials and testing laboratory for the purpose of providing laboratory and field-testing of materials in accordance with test methods and frequencies specified in the contract documents, as required by the California Test Methods, and Caltrans' Quality Assurance Manual.

Assumptions:

1. It is assumed that the COUNTY will not provide the Materials Testing services on this contract under the direction of the CM.
2. ENGINEER shall provide material testers and laboratory technicians who are experienced and qualified for the inspection required.
3. ENGINEER will insure the implementation of the Quality Assurance Program for source inspections, materials acceptance, and special inspections as required by the contract.
4. All material testing, materials acceptance and special inspections will be within the project limits or as required by the contract.

Deliverables:

1. Laboratory test reports maintained in the ENGINEER project files and turned over to the COUNTY at the completion of the project.
2. Summary sheet of all test reports submitted by others to substantiate compliance with contract documents.
3. Summary sheets of all Certificates of Compliance or source release tags furnished by the Contractor along with the applicable delivered materials at the job site.
4. Testing summary sheets.
5. Coordinate source inspections and special inspections as required by the contract document and the Quality Assurance Program.

4.3 Surveying

Purpose:

To provide construction survey staking services for the construction of storm drains, curb & gutters, other utilities, street sections, sub-grades, bridge, walls and for monitoring settlement and other appurtenances as may be required for completion the Magnolia Avenue Grade Separation.

Approach:

ENGINEER will manage and provide all survey staking services necessary for the construction of this project. Resident Engineer will review contractor's survey staking request for completeness and schedule survey staking in a timely manner.

The survey staking services shall conform to Section 11 "Engineering Surveys" of the Caltrans Survey Manual and the following requirements:

1. Construction staking shall begin no later than two working days after the initial request is made through the ENGINEER's Resident Engineer.
2. ENGINEER will insure that all survey-staking services are coordinated to meet the contractor's operations schedule; staking requests are submitted and reviewed in a timely manner.
3. ENGINEER will provide field office support and office space to the survey crews and check field staking notes after staking.
4. ENGINEER survey staking sub-consultant, if required and approved by the COUNTY, shall provide all labor, tools, equipment and other miscellaneous items necessary to perform their work, and providing one set of construction stakes as required by the construction contract.

Assumptions:

1. It is assumed that the COUNTY will not provide the Survey services on this contract under the direction of the CM.

Deliverables:

1. Maintain log of construction staking requests
2. Maintain a construction-staking plan set in the field office for review, reference, and document any as-built changes.
3. Maintain files of all field notes for review and reference.
4. Limits of clearing and grubbing will be flagged at 100-foot intervals
5. Slope Stakes will place at 100-foot intervals; intermediate slope stakes will not be required. Rough grade will be staked at all grade breaks and at 50-foot intervals. Slope stakes will be provided for roadway.
6. Finished grading stakes for curb and gutter and edge pavement will be placed at all grade breaks, at 50-foot intervals on straight sections, and 25-foot intervals on curved sections, and at the beginning and end of curves.
7. Utilities and storm drains will be staked at 25-foot intervals, ends of pipes, and at appurtenances, Drop inlets shall be staked with two 5-foot offset stakes parallel to curb, showing offset to curb line.
8. Waterline and Appurtenances will be staked at 50-foot intervals, at grade breaks, and at appurtenances (valves, crosses, ends, etc)
9. Retaining walls, bridge abutments and bents: one set of stakes will be provided for bridge construction as follows: Three stakes will be provided at each abutment, pier or bent. One

stake will be provided at the intersection of the control line and abutment/bent/pier centerline. The other two stakes will be placed on the centerline of the abutment/pier/bent, one on either side of the structure, offset as requested by the Contractor. Approach slabs will be established at limits of slabs, with one set of stakes to offset requested by the Contractor. The Contractor shall provide retaining wall staking and additional survey controls as required to construct the structure to the grades and tolerances required by the Standard Specifications and Special provisions.

10. Other improvements such as permanent delineation, signs, lighting, signals, traffic detector loops, guard rails, etc., will be staked by the Construction Engineer.

4.4 Review and maintain “As Constructed Schedule”

Purpose:

To track contractor’s progress during construction of the project.

Approach:

ENGINEER will use the daily inspection reports prepared by ENGINEER inspectors, the contractors’ schedule, site observations, and other sources of information, to track and document the contractor’s actual progress. The contractor’s baseline critical path schedule or most recent accepted update will be used as a basis for comparing planned versus actual progress. The CPM software described in Section 3 will be used to track the contractor’s progress and build a schedule based on the contractor’s activities.

Assumptions:

Monitoring will be on a continuous basis and the “as constructed” schedule will be updated monthly.

Deliverables:

An “As Constructed Schedule” with one electronic file (readable by software used by the COUNTY) and one hardcopy.

4.5 Maintain Photographic and Video Records of Construction Progress

Purpose:

To provide the COUNTY with a photographic record of the project, before, during and after construction.

Approach:

Using 35mm and/or digital photography, ENGINEER will record the Contractor's progress during construction. Care will be taken to record all items and/or conditions that have or may have a bearing on claimed extra work. Still photographs will be labeled with captions indicating subject matter, date taken, and any description required to further clarify the item/issue being photographed.

Assumptions:

All photographs will remain at the ENGINEER office until the end of the project.

Deliverables:

All photographic records.

4.6 Review and Maintain “As Built” Drawings

Purpose:

To provide the COUNTY with accurate record drawings for the project.

Approach:

ENGINEER will monitor the contractor’s required record drawings on a monthly basis. In addition to monitoring the contractor’s drawings, ENGINEER will maintain a copy of the contract plans for the project. ENGINEER will attempt to include items that are not normally shown on the contractor’s set of record drawings. This information is not necessarily construction related, but is project related and may be important in future maintenance and/or construction projects.

Assumptions:

1. The COUNTY will be responsible for making the changes to the drawings prepared by its design engineers.
2. ENGINEER will assist the design engineers in answering its questions regarding the record drawings, providing sketches or other clarifications.
3. Contract documents will require contractor to maintain redline as-built drawings.

Deliverables:

One set of marked up contract drawings. This set will be in addition to the contractor’s marked up set of contract drawings.

4.7 Final Acceptance – Punch List Assistance

Purpose:

To provide the COUNTY with reasonable assurance that the work of the project has been completed in compliance with the general intent of the contract documents.

Approach:

ENGINEER will coordinate a walk-through with the COUNTY, the Designer, Caltrans, the City, UPRR and the Contractor. ENGINEER, with assistance from the COUNTY, the Designer and Caltrans will prepare a punch list indicating all deficiencies and/or omissions noted in the walk-through. ENGINEER will then forward the punch list to the Contractor for correction of the work in accordance with timelines defined in the contract. ENGINEER, in conjunction with the COUNTY, the City and Caltrans as necessary, will inspect items on the punch list once the Contractor has notified ENGINEER that the work is complete. Completed items on the punch list will be signed off by ENGINEER. Upon completion of the punch list work ENGINEER will notify the COUNTY the work is complete and forward a copy of the completed punch list.

Assumptions:

Contractor will provide a preliminary punch list of outstanding work items for review by ENGINEER prior to requesting a final walk-through from the COUNTY, the City, the Designer and Caltrans.

Deliverables:

Completed and signed-off punch-list submitted to the COUNTY with the closeout documents.

4.8 Final Inspection and Punch-list

Purpose:

To identify elements of construction requiring correction prior to final acceptance by the COUNTY.

Approach:

ENGINEER will perform a project inspection of the completed construction following substantial completion. During the inspection, ENGINEER will develop a list of contract work requiring correction or rework. The written list of deficient work (punch-list) will be delivered to the COUNTY and CONTRACTOR within three (3) working days of the final inspection. The final punch-list will include items to be corrected that were identified previously during the course of construction.

Assumptions:

1. The COUNTY will identify any key COUNTY or other permitting agency (Caltrans, City) personnel to be included in the final inspection.
2. ENGINEER will contact and schedule all required final inspection personnel 48 hour prior to the final inspection.
3. ENGINEER will prepare the final punch-list.

Deliverables:

Final punch-list.

5 – Construction Closeout Activities

5.1 Contract Closeout

Purpose:

To provide the COUNTY with final closeout documentation, including any permit completion documentation.

Approach:

ENGINEER will turn over all project files, contract correspondence and documents including final logs at time of project completion.

Assumptions:

COUNTY will file final Notice of Completion and Acceptance of Work.

Deliverables:

1. Notice of Completion form for COUNTY.
2. Notices of Completion for any Permits, including “duplicate” permits for project and documentation showing the NOT has been recorded.
3. Copy of the Contractor’s performance bond, good for the warranty period.
4. Final project documentation in accordance with the requirements of the Caltrans local assistance manual and FHWA requirements.

5.2 Project As-Built Drawings

Purpose:

To provide the COUNTY with accurate record drawings indicating all changes and as-built conditions.

Approach:

ENGINEER will monitor Contractor required record drawings on a monthly basis. In addition to monitoring the Contractor’s drawings, ENGINEER will maintain a copy of up-to-date contract plans for the purpose of aiding the Designer in final review of the record drawings.

Assumptions:

1. The Contractor will be responsible for preparing the record drawings in both reproducible and electronic formats.
2. ENGINEER will assist the Designer in review and final approval of the record drawings.

Deliverables:

One set of contract drawings indicating recorded changes to the contract, as maintained by ENGINEER. This set will be in addition to the Contractor’s marked up set of contract drawings. Provide one copy of the revised Mylar drawings. The design consultant will prepare the record drawings for the project.

5.3 Final Project Report

Purpose:

To provide the COUNTY with a written history of the construction contract. The contents of the final report are to fulfill federal requirements for federal financial participation.

Approach:

ENGINEER will review the project documents and prepare a written report for the COUNTY. As a minimum, the report will include the following:

1. Names of all organizations involved with the Projects, i.e., COUNTY managers, Caltrans, construction manager, contractor and any other parties that may have a significant part in the construction of the projects.
2. Chronological history of the construction effort, to include all significant dates.
3. Contract amounts at bid time with all other bids in tabular form.
4. Change order history, to include summary statement about each change, negotiated cost of each change and other information deemed necessary by ENGINEER and the COUNTY’s Project Manager.

5. Summary of Requests for Information, in tabular or matrix form.
6. Summary of outstanding claims not resolved when the notice of completion is filed.
7. Summary of final contract amount.
8. Final DBE Report.
9. Project photographs.
10. "Lessons learned"

Assumptions:

COUNTY will provide input to ENGINEER regarding the form of the final report and federal required documents to be included in the report.

Deliverables:

One hard copy and one electronic file will be provided.

5.4 Final Payment, Final Report of Expenditure Checklist

Purpose:

To provide the COUNTY with the final contract cost and final balance due the Contractor. Also prepare Report of Expenditure Checklist for federal reimbursement including all necessary attachments.

Approach:

Following completion of the contract work, ENGINEER will, in accordance with the Designer, determine the final quantities and cost of all outstanding unit price work and all outstanding approved change order work. ENGINEER will prepare for the COUNTY and the Contractor, a final balancing change order quantifying the final contract amount. Contractor will include amount of final balancing change order in submission of last certified application for payment, submitted to ENGINEER. Once approved, ENGINEER will forward application for payment to the COUNTY for final approval and processing.

Assumptions:

1. There are no outstanding issues or claims.
2. The COUNTY is responsible for filing Notice of Completion and addressing all subcontractor claims prior to release of final payment. The COUNTY will file the Report of Expenditure Checklist for federal reimbursement.

Deliverables:

1. Final Pay Estimate including finalized bid items, claims, change orders, punch-list items, and corrected shop drawings.
2. Contractor's last certified application for payment with application certificate.
3. Report of Expenditure Checklist with attachments
4. Federal final report including all attachments.

6 – Field Office and Employee Equipment

The Construction Contractor will provide a construction trailer/office facility with sanitary facility, water supply, and air conditioning for the use of CM staff and provide venue for weekly

construction progress meetings, coordination meetings with local agencies, utility companies, local businesses, residents and other stake holders. Supplies include furniture, phones, computers, fax machine, Internet services, copying/reproduction machine, file cabinets, and site safety equipment required for field staff to perform their work.

EXHIBIT 10-H COST PROPOSAL

Specific Rate of Compensation (use for on-call or as-needed contracts)
(Construction Engineering and Inspection Contracts)

Consultant or Subconsultant FALCON Engineering Services, Inc. Contract No. 13-11-012 Date 2/19/2014

Fringe Benefit % + Overhead % = General Administration %
 (= 0% if Included in OH) (= 0% if Included in OH) (130.59% Combined Indirect Cost Rate (ICR) %)
 FEE % = 10%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²		Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase for classifications only	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From To			
Wael Faqih, PE Project Manager and Resident Engineer	\$ 240.00	\$ 240.00	\$ 240.00	12/2/2013 12/31/2018	\$ 115.00	0%	Not Applicable
Juan Rojas, PE Assistant Resident Engineer and Principal	\$ 225.00	\$ 225.00	\$ 225.00	12/2/2013 12/31/2018	\$ 90.00	0%	Not Applicable
Ahmad Faqih, EIT* Roadway/Bridge Inspector	\$ 173.95	\$ 260.93	\$ 347.90	12/2/2013 12/31/2018	\$ 68.58	0%	Not Applicable
Janeen Obeid, EIT* Office Engineer/Admin/Inspector	\$ 141.84	\$ 212.76	\$ 283.68	12/2/2013 12/31/2018	\$ 55.92	0%	Not Applicable
Dion Castro* SWPPP Coordinator	\$ 173.95	\$ 260.93	\$ 347.90	12/2/2013 12/31/2018	\$ 68.58	0%	Not Applicable
Steven Moore* Electrical & Utility Coordinator	\$ 147.17	\$ 220.75	\$ 294.33	12/2/2013 12/31/2018	\$ 58.02	0%	Not Applicable

- Names and classifications of consultant (key staff) team members must be listed. Provide sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Agreed upon billing rates are not adjustable for the term of the contract.
- For named employees enter the actual hourly rate. For classifications only, enter the average hourly rate for that classification.

Note:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Costs" listing, see page 2 of this Exhibit

EXHIBIT 10-H COST PROPOSAL

Specific Rate of Compensation (use for on-call or as-needed contracts)
(Construction Engineering and Inspection Contracts)

Consultant or Subconsultant Danken, Inc. Contract No. 13-11-012 Date 1/15/2014

Fringe Benefit 28% + Overhead 34% + General Administration 36% = 98% Combined Indirect Cost Rate (ICR) %
(= 0% if Included in OH) (= 0% if Included in OH)

FEE % = 10%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Straight	Hourly Billing Rates ² OT(1.5x)	OT(2x)	Effective date of hourly rate From To	Actual hourly rate ³	% or \$ increase	Hourly range - for classifications only
Scott D. Walker, P.E. Structures Representative	\$ 228.69	\$ 228.69	\$ 228.69	12/2/2013 12/31/2018	\$ 228.69	0%	Not Applicable

- Names and classifications of consultant (key staff) team members must be listed. Provide sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Agreed upon billing rates are not adjustable for the term of the contract.
- For named employees enter the actual hourly rate. For classifications only, enter the average hourly rate for that classification.

Note:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Costs" listing, see page 2 of this Exhibit

EXHIBIT 10-H COST PROPOSAL

Specific Rate of Compensation (use for on-call or as-needed contracts)
(Construction Engineering and Inspection Contracts)

Consultant or Subconsultant Jacobs Project Management Co. Contract No. 13-11-012 Date 1/15/2014

Fringe Benefit % + Overhead % = General Administration 94.77% = Combined Indirect Cost Rate (ICR) %
(= 0% if Included in OH) (= 0% if Included in OH)

FEE % = 10%

BILLING INFORMATION

Name/Job Title/Classification ¹	Straight	Hourly Billing Rates ²		Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
		OT(1.5x)	OT(2x)	From	To			
Jose Figueroa* Senior Inspector	\$ 126.67	\$ 156.23	\$ 185.79	12/2/2013	12/31/2018	\$ 59.12		Not Applicable

CALCULATION INFORMATION

- Names and classifications of consultant (key staff) team members must be listed. Provide sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Agreed upon billing rates are not adjustable for the term of the contract.
- For named employees enter the actual hourly rate. For classifications only, enter the average hourly rate for that classification.

Note:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Costs" listing, see page 2 of this Exhibit

EXHIBIT 10-H COST PROPOSAL

Specific Rate of Compensation (use for on-call or as-needed contracts)
(Construction Engineering and Inspection Contracts)

Consultant or Subconsultant Z & K Consultants Contract No. 13-11-012 Date 1/15/2014

Fringe Benefit % + Overhead % + General Administration % = Combined Indirect Cost Rate (ICR) %
(= 0% if Included in OH) (= 0% if Included in OH)

FEE % = 10%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²		Effective date of hourly rate		Actual or Avg hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	From	To			
Zeyad Faqih, PE Assistant Resident Engineer/ RR Coordinator	\$ 184.80	\$ 184.80	12/2/2013	12/31/2018	\$ 80.00	0%	Not Applicable

- Names and classifications of consultant (key staff) team members must be listed. Provide sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Agreed upon billing rates are not adjustable for the term of the contract.
- For named employees enter the actual hourly rate. For classifications only, enter the average hourly rate for that classification.

Note:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Costs" listing, see page 2 of this Exhibit

EXHIBIT 10-H COST PROPOSAL

Specific Rate of Compensation (use for on-call or as-needed contracts)
(Construction Engineering and Inspection Contracts)

Consultant or Subconsultant MNS Engineering Inc. Contract No. 13-11-012 Date 1/15/2014

Fringe Benefit 53.3% + Overhead 88.2% + General Administration % = 141.50% Combined Indirect Cost Rate (ICR) %
(= 0% if Included in OH) (= 0% if Included in OH)

FEE % = 10%

BILLING INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²		OT(2x)	Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)		From	To			
Raul Estrada Inspector Roadway/Bridge	\$ 142.70	\$ 214.06	\$ 285.41	12/2/2013	12/31/2018	\$ 53.72	0%	Not Applicable

CALCULATION INFORMATION

- Names and classifications of consultant (key staff) team members must be listed. Provide sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Agreed upon billing rates are not adjustable for the term of the contract.
- For named employees enter the actual hourly rate. For classifications only, enter the average hourly rate for that classification.

Note:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Costs" listing, see page 2 of this Exhibit

EXHIBIT 10-H COST PROPOSAL

Specific Rate of Compensation (use for on-call or as-needed contracts)
(Construction Engineering and Inspection Contracts)

Consultant or Subconsultant CH2M HILL, Inc. Contract No. 13-11-012 Date 1/15/2014

Fringe Benefit % + Overhead % = General Administration % = 111.71% Combined Indirect Cost Rate (ICR) %
(= 0% if Included in OH) (= 0% if Included in OH) FEE % = 10%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²		OT(2x)	Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase for classifications only	Hourly range - for classifications only
	Straight	OT(1.5x)		From	To			
Cat Quach Task Manager	\$ 125.27	\$ 125.27	\$ 125.27	12/2/2013	12/31/2018	\$ 53.79	0%	Not Applicable
Ron Ballou* Construction Inspector	\$ 94.99	\$ 94.99	\$ 94.99	12/2/2013	12/31/2018	\$ 40.79	0%	Not Applicable
Reina Sawyer Project Coordinator	\$ 74.66	\$ 74.66	\$ 74.66	12/2/2013	12/31/2018	\$ 32.06	0%	Not Applicable
Mai Crumley Scheduler	\$ 147.83	\$ 147.83	\$ 147.83	12/2/2013	12/31/2018	\$ 63.48	0%	Not Applicable
Maria Garatea Project Accountant	\$ 74.52	\$ 74.52	\$ 74.52	12/2/2013	12/31/2018	\$ 32.00	0%	Not Applicable
Clint Helton Archaeologist	\$ 175.96	\$ 175.96	\$ 175.96	12/2/2013	12/31/2018	\$ 75.56	0%	Not Applicable
Melissa Williams Environmentalist	\$ 123.10	\$ 123.10	\$ 123.10	12/2/2013	12/31/2018	\$ 52.86	0%	Not Applicable

- Names and classifications of consultant (key staff) team members must be listed. Provide sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Agreed upon billing rates are not adjustable for the term of the contract.
- For named employees enter the actual hourly rate. For classifications only, enter the average hourly rate for that classification.

Note:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Costs" listing, see page 2 of this Exhibit

EXHIBIT 10-H COST PROPOSAL

Specific Rate of Compensation (use for on-call or as-needed contracts)
(Construction Engineering and Inspection Contracts)

Consultant or Subconsultant Converse Consultants Contract No. 13-11-012 Date 1/15/2014

Fringe Benefit 33.66% Overhead 100.44% General Administration 21.5% = 155.60% Combined Indirect Cost Rate (ICR) %
(= 0% if Included in OH) (= 0% if Included in OH)

FEE % = 10%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²		OT(2x)	Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)		From	To			
Brian Scott Soils & Materials Technician*	\$ 107.35	\$ 126.44	\$ 145.53	12/2/2013	12/31/2018	\$ 38.18	0%	Not Applicable
Ruben Rocha Plant Inspection*	\$ 102.20	\$ 120.38	\$ 138.55	12/2/2013	12/31/2018	\$ 36.35	0%	Not Applicable
Danielle Ertl Office Administration	\$ 71.53	\$ 84.25	\$ 96.97	12/2/2013	12/31/2018	\$ 25.44	0%	Not Applicable

- Names and classifications of consultant (key staff) team members must be listed. Provide sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Agreed upon billing rates are not adjustable for the term of the contract.
- For named employees enter the actual hourly rate. For classifications only, enter the average hourly rate for that classification.

Note:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Costs" listing, see page 2 of this Exhibit

EXHIBIT 10-H COST PROPOSAL

Specific Rate of Compensation (use for on-call or as-needed contracts)
(Construction Engineering and Inspection Contracts)

Consultant or Subconsultant GeoMat Testing Laboratories, Inc. Contract No. 13-11-012 Date 1/15/2014

Fringe Benefit 36.79% Overhead 100.71% General Administration 2% = 139.50% Combined Indirect Cost Rate (ICR) %
(= 0% if Included in OH) (= 0% if Included in OH)

FEE % = 10%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²		OT(2x)	Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)		From	To			
Tamer Khalil Materials Technician*	\$ 102.69	\$ 122.18	\$ 141.67	12/2/2013	12/31/2018	\$ 38.98	0%	Not Applicable
Art Martinez Plant Inspection*	\$ 102.69	\$ 122.18	\$ 141.67	12/2/2013	12/31/2018	\$ 38.98	0%	Not Applicable
Seham Nabils Office Administration	\$ 65.86	\$ 78.36	\$ 90.86	12/2/2013	12/31/2018	\$ 25.00	0%	Not Applicable

- Names and classifications of consultant (key staff) team members must be listed. Provide sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Agreed upon billing rates are not adjustable for the term of the contract.
- For named employees enter the actual hourly rate. For classifications only, enter the average hourly rate for that classification.

Note:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Costs" listing, see page 2 of this Exhibit

EXHIBIT 10-H COST PROPOSAL

Specific Rate of Compensation (use for on-call or as-needed contracts)
(Construction Engineering and Inspection Contracts)

Consultant or Subconsultant Earthspexives Contract No. 13-11-012 Date 1/15/2014

Fringe Benefit 30% + Overhead 100% + General Administration 20% = 150% Combined Indirect Cost Rate (ICR) %
(= 0% if Included in OH) (= 0% if Included in OH)

FEE % = 10%

BILLING INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²		OT(1.5x)	OT(2x)	Effective date of hourly rate		Actual or Avg hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight				From	To			
Hossein Rashidi Principal Engineer	\$ 165.00	\$ 165.00		165.00	12/2/2013	12/31/2018	\$ 60.00	0%	Not Applicable
Sammy Daghighi Senior Project Engineer	\$ 110.00	\$ 165.00		220.00	12/2/2013	12/31/2018	\$ 40.00	0%	Not Applicable
Umaipalan Sivaratharajah Staff Engineer	\$ 68.75	\$ 68.75		68.75	12/2/2013	12/31/2018	\$ 25.00	0%	Not Applicable

CALCULATION INFORMATION

- Names and classifications of consultant (key staff) team members must be listed. Provide sheets for prime and all sub-consultant firms.
- Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Agreed upon billing rates are not adjustable for the term of the contract.
- For named employees enter the actual hourly rate. For classifications only, enter the average hourly rate for that classification.

Note:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Costs" listing, see page 2 of this Exhibit

EXHIBIT 10-H COST PROPOSAL

Specific Rate of Compensation (use for on-call or as-needed contracts)
(Construction Engineering and Inspection Contracts)

Consultant or Subconsultant Dynamic Engineering Services, Inc. Contract No. 13-11-012 Date 1/15/2014

Fringe Benefit % + Overhead % = General Administration % = 146.02% Combined Indirect Cost Rate (ICR) %
(= 0% if Included in OH) (= 0% if Included in OH) FEE % = 10%

BILLING INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²		OT(2x)	Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)		From	To			
Chia-Chi Wang Labor Compliance Officer	\$ 156.28	\$ 185.15	214.03	12/2/2013	12/31/2018	\$ 156.28	0%	Not Applicable
Victor Moore* Electrical Inspector	\$ 164.81	\$ 195.26	225.71	12/2/2013	12/31/2018	\$ 164.81	0%	Not Applicable

CALCULATION INFORMATION

- Names and classifications of consultant (key staff) team members must be listed. Provide sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Agreed upon billing rates are not adjustable for the term of the contract.
- For named employees enter the actual hourly rate. For classifications only, enter the average hourly rate for that classification.

Note:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Costs" listing, see page 2 of this Exhibit

EXHIBIT 10-H COST PROPOSAL

Specific Rate of Compensation (use for on-call or as-needed contracts)
(Construction Engineering and Inspection Contracts)

Consultant or Subconsultant Green Com, Inc. Contract No. 13-11-012 Date 1/15/2014

Fringe Benefit % + Overhead 150% + General Administration % = Combined Indirect Cost Rate (ICR) %
(= 0% if Included in OH) (= 0% if Included in OH)

FEE % = 10%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²		Effective date of hourly rate		Actual or Avg hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	From	To			
Dennis Green Project Manager Public Outreach	\$ 140.00	\$ 140.00	12/2/2013	12/31/2018	\$ 140.00	0%	Not Applicable
Kimley Jones Outreach Specialist	\$ 68.75	\$ 68.75	12/2/2013	12/31/2018	\$ 68.75	0%	Not Applicable
Angela Green Outreach Specialist Administrative Assistant	\$ 68.75	\$ 68.75	12/2/2013	12/31/2018	\$ 68.75	0%	Not Applicable

- Names and classifications of consultant (key staff) team members must be listed. Provide sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Agreed upon billing rates are not adjustable for the term of the contract.
- For named employees enter the actual hourly rate. For classifications only, enter the average hourly rate for that classification.

Note:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Costs" listing, see page 2 of this Exhibit

EXHIBIT 10-H COST PROPOSAL

Specific Rate of Compensation (use for on-call or as-needed contracts)
(Construction Engineering and Inspection Contracts)

Consultant or Subconsultant Coory Engineering Contract No. 13-11-012 Date 2/19/2014

Fringe Benefit 54.56% (= 0% if Included in OH) + General Administration 29.20% = 142% Combined Indirect Cost Rate (ICR) %
Overhead 58.24% (= 0% if Included in OH) FEE % = 10%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²		Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase for classifications only	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From To			
Samir M Khoury, PE Project Manager	\$ 180.00	\$ 213.81	\$ 247.62	12/2/2013 12/31/2018	\$ 67.62	0%	Not Applicable
Steven A. Sarley Survey Analyst	\$ 125.01	\$ 148.49	\$ 171.97	12/2/2013 12/31/2018	\$ 46.96	0%	Not Applicable
Shawn Eaton, LS* Party Chief	\$ 112.36	\$ 133.47	\$ 154.57	12/2/2013 12/31/2018	\$ 42.21	0%	Prevailing Wage w/Fringe Benefits \$64.86
Robert Wegehaupt* Chairman	\$ 104.16	\$ 123.73	\$ 143.29	12/2/2013 12/31/2018	\$ 39.13	0%	Prevailing Wage w/Fringe Benefits \$61.78

- Names and classifications of consultant (key staff) team members must be listed. Provide sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Agreed upon billing rates are not adjustable for the term of the contract.
- For named employees enter the actual hourly rate. For classifications only, enter the average hourly rate for that classification.

Note:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Costs" listing, see page 2 of this Exhibit

EXHIBIT 10-H COST PROPOSAL

Specific Rate of Compensation (use for on-call or as-needed contracts)
(Construction Engineering and Inspection Contracts)

Consultant or Subconsultant FALCON Engineering Services, Inc.

Contract 13-11-012

Date 2/19/2014

SCHEDULE OF OTHER DIRECT COST ITEMS												
PRIME CONSULTANT			SUBCONSULTANT - DanKen				SUBCONSULTANT - Jacobs					
DESCRIPTION OF ITEMS	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL		
			Construction Vehicle (hourly)	2080	\$ 8.56	\$ 17,804.80	Special Tooling					
							A. Safety/Misc Equip	12	\$ 640.00	\$ 7,680.00		
							B. Cell Phone	12	\$ 100.00	\$ 1,200.00		
							Travel					
							A. Vehicle Lease	12	\$ 625.00	\$ 7,500.00		
							B. Fuel Cost/Maint.	12	\$ 300.00	\$ 3,600.00		
PRIME TOTAL ODCs =		\$0.00	SUBCONSULTANT #1 ODCs =				\$17,804.80	SUBCONSULTANT #2 ODCs =				\$19,980.00

IMPORTANT NOTES:

- List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
- Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just for them as a direct cost.
- Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
- Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
- Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
- Travel related costs should be pre-approved by the contracting agency. The rates should not exceed the State Department of Personnel Administration (DPA) requirements.
- If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
- If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is their standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.

EXHIBIT 10-H COST PROPOSAL

Specific Rate of Compensation (use for on-call or as-needed contracts)
(Construction Engineering and Inspection Contracts)

Consultant or Subconsultant FALCON Engineering Services, Inc.

Contract 13-11-012

Date 2/19/2014

SCHEDULE OF OTHER DIRECT COST ITEMS											
SUBCONSULTANT - Z&K Consultants			SUBCONSULTANT - MNS Engineering				SUBCONSULTANT - CH2MHill				
DESCRIPTION OF ITEMS	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT COST	TOTAL
Vehicle (monthly)	18 \$ 1,000.00	\$ 18,000.00				Inspection Vehicle	12 Mo \$ 1,400	\$ 16,800.00			
						Cell Phone	18 Mo \$ 50	\$ 900.00			
						Mail/Courier	Actual \$ 93.00				
						Travel/Mileage	13,450 \$ 0.50	\$ 6,725.00			
		SUBCONSULTANT #3 ODCs =	\$18,000.00			SUBCONSULTANT #4 ODCs =		\$0.00	SUBCONSULTANT #5 ODCs =		\$24,518.00

IMPORTANT NOTES:

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- Travel related costs should be pre-approved by the contracting agency. The rates should not exceed the State Department of Personnel Administration (DPA) requirements.
- If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
- If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is their standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.

EXHIBIT 10-H COST PROPOSAL

Specific Rate of Compensation (use for on-call or as-needed contracts)
(Construction Engineering and Inspection Contracts)

Consultant or Subconsultant FALCON Engineering Services, Inc.

Contract 13-11-012

Date 2/19/2014

SCHEDULE OF OTHER DIRECT COST ITEMS											
SUBCONSULTANT - Converse Consulting				SUBCONSULTANT - GeoMat Testing Lab				SUBCONSULTANT - Earthspective			
DESCRIPTION OF ITEMS	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT COST	TOTAL
Testing (Attached)		\$ 72,000.00	Testing (Attached)		\$ 68,000.00	Gamma Gamma Testing (per day)	18	450 \$	8,100.00		
						4-wheel drive vehicle (per day)	18	85 \$	1,530.00		
						Mileage	900	0.45 \$	405.00		
SUBCONSULTANT #6 ODCs = \$72,000.00				SUBCONSULTANT #7 ODCs = \$68,000.00				SUBCONSULTANT #8 ODCs = \$10,035.00			

IMPORTANT NOTES:

- List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
- Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just for them as a direct cost.
- Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
- Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
- Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
- Travel related costs should be pre-approved by the contracting agency. The rates should not exceed the State Department of Personnel Administration (DPA) requirements.
- If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
- If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is their standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.

EXHIBIT 10-H COST PROPOSAL

Specific Rate of Compensation (use for on-call or as-needed contracts)
(Construction Engineering and Inspection Contracts)

Consultant or Subconsultant FALCON Engineering Services, Inc.

Contract 13-11-012

Date 2/19/2014

SCHEDULE OF OTHER DIRECT COST ITEMS											
SUBCONSULTANT - DESI				SUBCONSULTANT - Green Com				SUBCONSULTANT - Coory Engineering			
DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL
Supplies				Photocopies B/W	1000	\$ 0.50	\$ 500.00	Milage	16000	\$ 0.556	\$ 8,896.00
A. 3" Binder	10	\$ 10.00	\$ 100.00	Photocopies Color	3000	\$ 0.90	\$ 2,700.00	200 Move-ins			
B. Locked Cabinet	1	250	\$ 250.00	Graphics/Web-Robles	20 hrs	\$ 83.70	\$ 1,674.00	80 miles round trip			
				Graphics/Web-Villa	15 hrs	\$ 60.00	\$ 900.00	Survey Supplies: Hubs,			
				Helpline	24 mo	\$ 40.00	\$ 960.00	Lath, nails Ribbons,	1	LS	\$ 5,970.00
								Paint (see attached)			
								Printing (see attached)	1	LS	\$ 1,900.00
SUBCONSULTANT #9 ODCs =			\$350.00	SUBCONSULTANT #10 ODCs =			\$6,734.00	SUBCONSULTANT #11 ODCs =			\$16,766.00

IMPORTANT NOTES:

- List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
- Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just for them as a direct cost.
- Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
- Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
- Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
- Travel related costs should be pre-approved by the contracting agency. The rates should not exceed the State Department of Personnel Administration (DPA) requirements.
- If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
- If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is their standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.



Magnolia Avenue Grade Separation

1/20/2014

9980 Indiana Avenue, Suite 14, Riverside, CA 92503

951-688-5400

Test Method	Rate	Unit	No. of Tests	Cost
Caltrans Lab Test 202	\$260.000	test	90	\$23,400.00
Caltrans Lab Test 205	\$155.000	test	10	\$1,550.00
Caltrans Lab Test 206	\$160.000	test	5	\$800.00
Caltrans Lab Test 207	\$160.000	test	5	\$800.00
Caltrans Lab Test 209	\$165.000	test	5	\$825.00
Caltrans Lab Test 211	\$215.000	test	20	\$4,300.00
Caltrans Lab Test 216	\$190.000	test	45	\$8,550.00
Caltrans Lab Test 217	\$100.000	test	69	\$6,900.00
Caltrans Lab Test 227	\$100.000	test	20	\$2,000.00
Caltrans Lab Test 229	\$170.000	test	20	\$3,400.00
Caltrans Lab Test 308	\$85.000	test	30	\$2,550.00
Caltrans Lab Test 309	\$160.000	test	10	\$1,600.00
Caltrans Lab Test 366	\$325.000	test	4	\$1,300.00
Caltrans Lab Test 370	\$100.000	test	5	\$500.00
Caltrans Lab Test 382	\$650.000	test	2	\$1,300.00
Caltrans Lab Test 382 (Oven Method)	\$225.000	test	5	\$1,125.00
ASTM C128 (CT 207)	\$160.000	test	2	\$320.00
ASTM D4781 (CT 235)	\$190.000	test	2	\$380.00
Caltrans Lab Test 521	\$20.000	test	80	\$1,600.00
Caltrans Lab Test 523	\$80.000	test	60	\$4,800.00
TOTAL OTHER DIRECT COSTS				\$68,000.00

**CONVERSE CONSULTANTS**

10391 Corporate Drive
 Redlands, CA 92374
 Telephone 909/796-0544
 Fax 909/796-7675

Magnolia Avenue Grade Separation
Home Gardens Area of Riverside County, California
Converse Project No. 13-81-176-30/40

LABORATORY TESTING SERVICES						
Test No	Title of Test Method	Frequency	Unit	No. of Unit	Unit Rate	Cost
202	Sieve Analysis of Fine and Course Aggregates	Start up, 1 per 3,750 tons	Test	85	\$260.00	\$22,100.00
205	Crushed Particles	Start up, 1 per 50,000 tons	Test	8	\$175.00	\$1,400.00
211	Los Angeles Rattler 100 and 500 revolutions	Start up, 1 per 50,000 tons	Test	5	\$230.00	\$1,150.00
214	Soundness	As Required	Test	9	\$200.00	\$1,800.00
217	Sand Equivalent	Start up, 1 per 3,750 tons	Test	40	\$104.00	\$4,160.00
226/370	HMA Moisture Content	Start up, 1 per project	Test	10	\$25.00	\$250.00
216	Relative Compaction of Untreated and Treated Soils and Aggregates	As Required	Test	40	\$180.00	\$7,200.00
229	Durability	As Required	Test	5	\$180.00	\$900.00
301	R-Value	As Required or 1 every 2500 tons or 1500 cu. m for aggregate base	Test	10	\$240.00	\$2,400.00
304	Preparation of Bituminous Mixtures for Testing	Start up	Test	25	\$150.00	\$3,750.00
308	Specific Gravity and Density for Bituminous Mixtures	Start up, 1 per 250 tons	Test	40	\$95.00	\$3,800.00
309	Maximum Theoretical Specific Gravity	Start up, 1 per day	Test	10	\$175.00	\$1,750.00
366	Stabilometer Value	1 per 10,000 tons	Test	5	\$345.00	\$1,725.00
367	Relative Compaction of Untreated and Treated Soils and Aggregates	Start up, 1 per 25,000 tons	Test	5	\$60.00	\$300.00
371	Tensile Strength Ratio	Start up, 1 per project	Test	2	\$2,300.00	\$4,600.00
382	Ignition Rock Correction	Start up, 1 per mix design	Test	2	\$690.00	\$1,380.00
382	Asphalt Binder Content Ignition Oven Method	Start up, 1 per 3,750 tons	Test	10	\$230.00	\$2,300.00
ASTM C128	Specific Gravity and Absorption of Fine Aggregate (Fine Angularity)	Start up, 1 per 50,000 tons	Test	5	\$160.00	\$800.00
AASHTO T304	Fine Angularity	Start up, 1 per 50,000 tons	Test	5	\$150.00	\$750.00
ASTM D4781	Flat and Elongated Pieces	Start up, 1 per 50,000 tons	Test	5	\$190.00	\$950.00
523	Flexural Strength of Concrete (using simple beam with center)	1 set (5 beams) for each 3,000m3	Test	49	\$80.00	\$3,920.00
521	Compressive strength of Concrete Cylinder	As Required	Test	80	\$23.00	\$1,840.00
204	Liquid & Plastic Limit		Test	5	\$195.00	\$975.00
227	Cleaness of Coarse Aggregate		Test	15	\$100.00	\$1,500.00
643	Minimum Resistivity & pH		Test	2	\$150.00	\$300.00
Subtotal:						\$72,000.00

Coory Engineering
 Contract No. 13-11-012

Details of Other Direct Cost

Note: These Items Will be Billed at Actual Cost

Item	Estimated Quantity	Price per Unit	Total
Mileage:			
Mileage: 200 Move-ins 80 Miles Round Trip	16,000	\$0.556	\$8,896.00
		Sub - Total 1	\$8,896.00
Survey Supplies:			
Hubs	13,000 Ea.	\$0.11	\$1,430.00
Lath	13,000 Ea.	0.24	3,120.00
Nails	4 Boxes	64.12	256.48
Ribbon	144 Ea.	4.07	586.08
Paint	32 Ea.	4.24	135.68
			\$5,528.24
		8% Tax	442.26
			\$5,970.50
		Sub -Total 2	Say \$5,970.00
Printing:			
Staking Plans	400 Ea.	\$4.75	\$1,900.00
		Sub - Total 3	\$1,900.00
		Grand Total	\$16,766.00

Appendix C

Exhibits Required for Federal Funding


EXHIBIT 10-F CERTIFICATION OF CONSULTANT, COMMISSIONS & FEES

I HEREBY CERTIFY that I am the Maha Faqih, President, and duly authorized representative of the firm of FALCON Engineering Services, Inc., whose address is 1020 Aquino Circle, Corona, CA 92879, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract; nor
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract; nor
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this contract.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this contract involving participation of federal-aid highway funds, and is subject to applicable state and federal laws, both criminal and civil.

02/25/2014
(Date)


(Signature)

Distribution: 1) Local Agency Project File (Original & Contract)
2) DLAE (with contract copy)

EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

The Agency has established a DBE goal for this Contract of 0 %

OR

The Agency has not established a goal for this Contract. However, proposers are encouraged to obtain DBE participation for this contract.

1. TERMS AS USED IN THIS DOCUMENT

- The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.
- The term “Agreement” also means “Contract.”
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Contracts financed in whole or in part with federal funds (See 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The Consultant must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF DBE INFORMATION

If there is a DBE goal on the contract, Exhibit 10-01 *Consultant Proposal DBE Commitment* must be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards the contract goal; therefore, all DBE participation shall be collected and reported.

Exhibit 10-02 *Consultant Contract DBE Information* must be included with the Request for Proposal. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the proposer’s responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department’s DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).

- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 - 1. The proposer is a DBE and will meet the goal by performing work with its own forces.
 - 2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
 - 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Business and Economic Opportunity Web site at: <http://www.dot.ca.gov/hq/bep/>.
 - 1. Click on the link in the left menu titled *Disadvantaged Business Enterprise*;
 - 2. Click on Search for a DBE Firm link;
 - 3. Click on *Access to the DBE Query Form* located on the first line in the center of the page.

Searches can be performed by one or more criteria. Follow instructions on the screen.

6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the

purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

EXHIBIT 10-J STANDARD CONTRACT PROVISIONS FOR SUBCONSULTANT/DBE PARTICIPATION

1. Subconsultants

- A. Nothing contained in this Contract or otherwise, shall create any contractual relation between the Agency and any subconsultants, and no subcontract shall relieve the Consultant of his/her responsibilities and obligations hereunder. The Consultant agrees to be as fully responsible to the Agency for the acts and omissions of its subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Consultant. The Consultant's obligation to pay its subconsultants is an independent obligation from the Agency's obligation to make payments to the Consultant.
- B. Any subcontract in excess of \$25,000, entered into as a result of this Contract, shall contain all the provisions stipulated in this Contract to be applicable to subconsultants.
- C. Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to the Consultant by the Agency.
- D. Any substitution of subconsultants must be approved in writing by the Agency's Contract Administrator in advance of assigning work to a substitute subconsultant.

2. Disadvantaged Business Enterprise (DBE) Participation

- A. This Contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Proposers who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. If the contract has a DBE goal, the Consultant must meet the goal by committing DBE participation or document a good faith effort to meet the goal. If a DBE subconsultant is unable to perform, the Consultant must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met. A DBE is a firm meeting the definition of a DBE as specified in 49 CFR.
- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT- assisted agreements. Failure by the Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the local agency deems appropriate.
- D. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.
- E. A DBE may be terminated only with prior written approval from the local agency and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting local agency consent for the termination, the prime consultant must meet the procedural requirements specified in 49 CFR 26.53(f).

3. Performance of DBE Consultant and other DBE Subconsultants/Suppliers

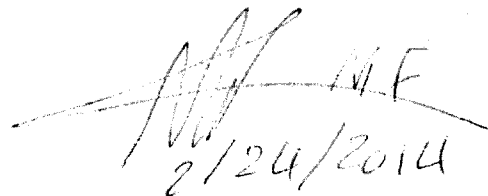
- A. A DBE performs a commercially useful function when it is responsible for execution of the work of the Contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Contract is commensurate with the work it is actually performing; and other relevant factors.
- B. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- C. If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its Contract with its own work force, or the DBE subcontracts a greater portion of the work of the Contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

4. Prompt Payment of Funds Withheld to Subconsultants

- A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.

(Local agency to include either B, C, or D below; delete the other two.)

- B. No retainage will be withheld by the Agency from progress payments due the prime Consultant. Retainage by the prime Consultant or subconsultants is prohibited, and no retainage will be held by the prime Consultant from progress due subconsultants. Any violation of this provision shall subject the violating prime Consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime Consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime Consultants and subconsultants.
- C. No retainage will be held by the Agency from progress payments due the prime Consultant. Any retainage held by the prime Consultant or subconsultants from progress payments due subconsultants shall be promptly paid in full to subconsultants within 30 days after the subconsultant's work is satisfactorily completed. Federal law (49 CFR26.29) requires that any delay or postponement of payment over the 30 days may take place only for good cause and with the Agency's prior written approval. Any violation of this provision shall subject the violating prime Consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultant and subconsultants.


2/24/2014

- D. The Agency shall hold retainage from the prime consultant and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime consultant based on these acceptances. The prime consultant, or subconsultant, shall return all monies withheld in retention from a subconsultant within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49 CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime Consultant, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultant and subconsultants.

5. DBE Records

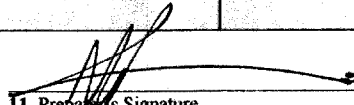
- A. The Consultant shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- B. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants," CEM-2402F (Exhibit 17-F, Chapter 17, of the LAPM), certified correct by the Consultant or the Consultant's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in 25 percent of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Consultant when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Administrator.

6. DBE Certification and Decertification Status

If a DBE subconsultant is decertified during the life of the Contract, the decertified subconsultant shall notify the Consultant in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify the Consultant in writing with the date of certification. Any changes should be reported to the Agency's Contract Administrator within 30 days.

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

(Inclusive of all DBEs listed at bid proposal. Refer to instructions on the reverse side of this form)

Consultant to Complete this Section			
1. Local Agency Name: <u>County of Riverside Transportation Department</u>			
2. Project Location: <u>Riverside, CA</u>			
3. Project Description: <u>Magnolia Ave Grade Separation</u>			
4. Consultant Name: <u>FALCON Engineering Services, Inc.</u>			
5. Contract DBE Goal %: <u>0</u>			
DBE Commitment Information			
6. Description of Services to be Provided	7. DBE Firm Contact Information	8. DBE Cert. Number	9. DBE %
Local Agency to Complete this Section		10. Total % Claimed	<u>0</u> %
16. Local Agency Contract Number: _____		 11. Preparer's Signature Maha Faqih 12. Preparer's Name (Print) President 13. Preparer's Title 02/25/2014 951.278.0688 14. Date 15. (Area Code) Tel. No.	
17. Federal-aid Project Number: _____			
18. Proposed Contract Execution Date: _____			
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:			
19. Local Agency Representative Name (Print) _____			
20. Local Agency Representative Signature _____	21. Date _____		
22. Local Agency Representative Title _____	23. (Area Code) Tel. No. _____		

Distribution: (1) Original – Consultant submits to local agency with proposal
 (2) Copy – Local Agency files

INSTRUCTIONS - CONSULTANT PROPOSAL DBE COMMITMENT

Consultant Section

The Consultant shall:

1. **Local Agency Name** – Enter the name of the local or regional agency that is funding the contract.
2. **Project Location** - Enter the project location as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
4. **Consultant Name** - Enter the consultant's firm name.
5. **Contract DBE Goal %** - Enter the contract DBE goal percentage, as it was reported on the Exhibit 10-I *Notice to Proposers DBE Information* form. See LAPM Chapter 10.
6. **Description of Services to be Provided** - Enter item of work description of services to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
7. **DBE Firm Contact Information** - Enter the name and telephone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and telephone number, if the prime is a DBE.
8. **DBE Cert. Number** - Enter the DBEs Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontracted consultants should notify the prime consultant in writing with the date of the decertification if their status should change during the course of the contract.)
9. **DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
10. **Total % Claimed** – Enter the total DBE participation claimed. If the Total % Claimed is less than item "6. Contract DBE Goal", an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H *DBE Information - Good Faith Efforts* of the LAPM).
11. **Preparer's Signature** – The person completing this section of the form for the consultant's firm must sign their name.
12. **Preparer's Name (Print)** – Clearly enter the name of the person signing this section of the form for the consultant.
13. **Preparer's Title** - Enter the position/title of the person signing this section of the form for the consultant.
14. **Date** - Enter the date this section of the form is signed by the preparer.
15. **(Area Code) Tel. No.** - Enter the area code and telephone number of the person signing this section of the form for the consultant.

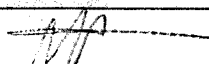
Local Agency Section:

The Local Agency representative shall:

16. **Local Agency Contract Number** - Enter the Local Agency Contract Number.
17. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
18. **Contract Execution Date** - Enter date the contract was executed and Notice to Proceed issued. See LAPM Chapter 10, page 23.
19. **Local Agency Representative Name (Print)** - Clearly enter the name of the person completing this section.
20. **Local Agency Representative Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
21. **Date** - Enter the date the Local Agency Representative signs the form.
22. **Local Agency Representative Title** - Enter the position/title of the person signing this section of the form.
23. **(Area Code) Tel. No.** - Enter the area code and telephone number of the Local Agency representative signing this section of the form.

EXHIBIT 10-02 CONSULTANT CONTRACT DBE INFORMATION

(Inclusive of all DBEs listed at contract award. Refer to instructions on the reverse side of this form)

Consultant to Complete this Section			
1. Local Agency Name: <u>County of Riverside Transportation Department</u>			
2. Project Location: <u>Riverside, CA</u>			
3. Project Description: <u>Magnolia Grade Separation</u>			
4. Total Contract Award Amount: \$ <u>4,481,936.02</u>			
5. Consultant Name: <u>FALCON Engineering Services, Inc.</u>			
6. Contract DBE Goal %: <u>0%</u>			
7. Total Dollar Amount for <u>all</u> Subconsultants: \$ <u>2,594,453.52</u>			
8. Total Number of <u>all</u> Subconsultants: <u>11</u>			
Award DBE/DBE Information			
9. Description of Services to be Provided	10. DBE/DBE Firm Contact Information	11. DBE Cert. Number	12. DBE Dollar Amount
Local Agency to Complete this Section		13. Total Dollars Claimed	12. DBE Dollar Amount
20. Local Agency Contract Number: _____		\$ <u>0.00</u>	0 _____ %
21. Federal-aid Project Number: _____			
22. Contract Execution Date: _____			
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:			
23. Local Agency Representative Name (Print) _____			
24. Local Agency Representative Signature _____	25. Date _____		
26. Local Agency Representative Title _____	27. (Area Code) Tel. No. _____		
Caltrans to Complete this Section		15. Preparer's Signature	16. Preparer's Name (Print)
Caltrans District Local Assistance Engineer (DLAE) certifies that this form has been reviewed for completeness:			Maha Faqih
		17. Preparer's Title _____	
		18. Date <u>02/24/2014</u>	19. (Area Code) Tel. No. <u>951.768.9419</u>
28. DLAE Name (Print) _____	29. DLAE Signature _____	30. Date _____	

Distribution: (1) Copy – Email a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract award. Failure to send a copy to the DLAE within 30 days of contract award may result in delay of payment.
 (2) Copy – Include in award package sent to Caltrans DLAE
 (3) Original – Local agency files

INSTRUCTIONS - CONSULTANT CONTRACT AWARD DBE INFORMATION

Consultant Section

The Consultant shall:

1. **Local Agency Name** – Enter the name of the local or regional agency that is funding the contract.
2. **Project Location** - Enter the project location as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
4. **Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
5. **Consultant Name** - Enter the consultant's firm name.
6. **Contract DBE Goal %** - Enter the contract DBE goal percentage, as it was reported on the Exhibit 10-I *Notice to Proposers DBE Information* form. See LAPM Chapter 10.
7. **Total Dollar Amount for all Subconsultants** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBE's + all Non-DBE's). Do **not** include the prime consultant information in this count.
8. **Total number of all subconsultants** – Enter the total number of all subcontracted consultants. SUM = (DBE's + all Non-DBE's). Do **not** include the prime consultant information in this count.
9. **Description of Services to be Provided** - Enter item of work description of services to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
10. **DBE Firm Contact Information** - Enter the name and telephone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and telephone number, if the prime is a DBE.
11. **DBE Cert. Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontracted consultants should notify the prime consultant in writing with the date of the decertification if their status should change during the course of the contract.)
12. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE, and include DBEs that are not identified as subconsultants on the Exhibit 10-O1 *Consultant Proposal DBE Commitment* form. See LAPM Chapter 9 for how to count full/partial participation.
13. **Total Dollars Claimed** – Enter the total dollar amounts for column 13.
14. **Total % Claimed** – Enter the total DBE participation claimed for column 13. SUM = (item "14. Total Participation Dollars Claimed" divided by item "4. Total Contract Award Amount"). If the Total % Claimed is less than item "6. Contract DBE Goal", an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H *DBE Information - Good Faith Efforts* of the LAPM).
15. **Preparer's Signature** – The person completing this section of the form for the consultant's firm must sign their name.
16. **Preparer's Name (Print)** – Clearly enter the name of the person signing this section of the form for the consultant.
17. **Preparer's Title** - Enter the position/title of the person signing this section of the form for the consultant.
18. **Date** - Enter the date this section of the form is signed by the preparer.
19. **(Area Code) Tel. No.** - Enter the area code and telephone number of the person signing this section of the form for the consultant.

Local Agency Section:

The Local Agency representative shall:

20. **Local Agency Contract Number** - Enter the Local Agency Contract Number.
21. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
22. **Contract Execution Date** - Enter the date the contract was executed and Notice to Proceed issued. See LAPM Chapter 10, page 23.
23. **Local Agency Representative Name (Print)** - Clearly enter the name of the person completing this section.
24. **Local Agency Representative Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
25. **Date** - Enter the date the Local Agency Representative signs the form.
26. **Local Agency Representative Title** - Enter the position/title of the person signing this section of the form.
27. **(Area Code) Tel. No.** - Enter the area code and telephone number of the Local Agency representative signing this section of the form.

Caltrans Section:

Caltrans District Local Assistance Engineer (DLAE) shall:

28. **DLAE Name (Print)** – Clearly enter the name of the DLAE.
29. **DLAE Signature** – DLAE must sign this section of the form to certify that it has been reviewed for completeness.
30. **Date** - Enter the date that the DLAE signs this section of the form.

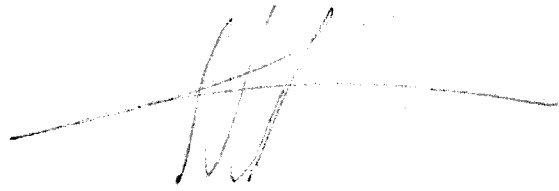
EXHIBIT 10-P NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies by signing and submitting this proposal/bid to the best of his or her knowledge and belief that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his/her proposal/bid that he/she shall require that the language of this certification be included in all lower-tier subcontracts which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.


2/24/2014

FALCON Engineering has no Lobbying activity

Exhibit 10-Q Disclosure of Lobbying Activities

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

- a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:

- a. bid/offer/application
b. initial award
c. post-award

3. Report Type:

- a. initial
b. material change

Material Change Only:

year quarter
date of last report

4. Name and Address of Reporting Entity

- Prime
Subawardee
Tier, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable

8. Federal Action Number, if known:

9. Award Amount, if known:

10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)

b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)

\$ actual planned

13. Type of Payment (check all that apply)

- a. retainer
b. one-time fee
c. commission
d. contingent fee
e. deferred
f. other, specify

12. Form of Payment (check all that apply):

- a. cash
b. in-kind; specify: nature

Value

14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: Yes No

Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature:

Print Name: Maha Faqih
Title: President
Telephone No.: (951)768-9419 Date:02/11/2014

Authorized for Local Reproduction

Standard Form - LLL

Federal Use Only:

INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to: subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
11. Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all boxes that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, and print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04

EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS

DBE INFORMATION - GOOD FAITH EFFORTS

Federal-aid Project No. 27-1587844 Bid Opening Date 05/20/2013

The _____ (City/County of) _____ established a Disadvantaged Business Enterprise (DBE) goal of _____% for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the "Local Agency Bidder DBE Commitment" form indicates that the bidder has met the DBE goal. This will protect the bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the "Local Agency Bidder DBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

- C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract

- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

- E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results
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H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

**STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES
(DBE), FIRST-TIER SUBCONTRACTORS**

CEM-2402F (REV 02/2008)

CONTRACT NUMBER		COUNTY	ROUTE	POST MILES	FEDERAL AID PROJECT NO.	ADMINISTERING AGENCY	CONTRACT COMPLETION DATE
PRIME CONTRACTOR Falcon Engineering Services, Inc.		BUSINESS ADDRESS 1020 Aquino Circle, Corona, CA 92879		ESTIMATED CONTRACT AMOUNT \$ 4,481,936.02		DATE OF FINAL PAYMENT	
ITEM NO.	DESCRIPTION OF WORK PERFORMED AND MATERIAL PROVIDED	COMPANY NAME AND BUSINESS ADDRESS	DBE CERT. NUMBER	CONTRACT PAYMENTS			
				NON-DBE	DBE	DATE WORK COMPLETE	DATE OF FINAL PAYMENT
	Construction Management	Falcon Engineering	39342	\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
ORIGINAL COMMITMENT			TOTAL	\$	\$		
				\$	\$		
List all First-Tier Subcontractors, Disadvantaged Business Enterprises (DBEs) regardless of tier, whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at time of award, provide comments on back of form. List actual amount paid to each entity.							
I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT							
CONTRACTOR REPRESENTATIVE'S SIGNATURE				BUSINESS PHONE NUMBER		DATE	
RESIDENT ENGINEER'S SIGNATURE				BUSINESS PHONE NUMBER		DATE	

ADA Notice
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Copy Distribution-Caltrans contracts: Original - District Construction. Copy - Business Enterprise Program Copy - Contractor Copy Resident Engineer
Copy Distribution-Local Agency contracts: Original - District Local Assistance Engineer Copy - District Local Assistance Engineer Copy - Local Agency file
(submitted with the Report of Expenditure)

FINAL REPORT – UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE), FIRST-TIER SUBCONTRACTORS
CEM 2402(F) (Rev. 02/2008)

The form requires specific information regarding the construction project: Contract Number, County, Route, Post Miles, Federal-aid Project No., the Administering Agency, the Contract Completion Date and the Estimated Contract Amount. It requires the prime contractor name and business address. The focus of the form is to describe who did what by contract item number and descriptions, asking for specific dollar values of item work completed broken down by subcontractors who performed the work both DBE and non-DBE work forces. DBE prime contractors are required to show the date of work performed by their own forces along with the corresponding dollar value of work.

The form has a column to enter the Contract Item No. (or Item No's) and description of work performed or materials provided, as well as a column for the subcontractor name and business address. For those firms who are DBE, there is a column to enter their DBE Certification Number. The DBE should provide their certification number to the contractor and notify the contractor in writing with the date of the decertification if their status should change during the course of the project.

The form has six columns for the dollar value to be entered for the item work performed by the subcontractor.

The Non-DBE column is used to enter the dollar value of work performed for firms who are not certified DBE.

The decision of which column to be used for entering the DBE dollar value is based on what program(s) status the firm is certified. This program status is determined by the California Unified Certification Program by ethnicity, gender, ownership, and control issues at time of certification. To confirm the certification status and program status, access the Department of Transportation Civil Rights web site at: <http://www.dot.ca.gov/hq/bep> or by calling (916) 324-1700 or the toll free number at (888) 810-6346.

Based on this DBE Program status, the following table depicts which column to be used:

DBE Program Status	Column to be used
If program status shows DBE only with no other programs listed	DBE

If a contractor performing work as a DBE on the project becomes decertified and still performs work after their decertification date, enter the total dollar value performed by this contractor under the appropriate DBE identification column.

If a contractor performing work as a non-DBE on the project becomes certified as a DBE, enter the dollar value of all work performed after certification as a DBE under the appropriate identification column.

Enter the total of each of the six columns in Form CEM-2402(F).

Any changes to DBE certification must also be submitted on Form-CEM 2403(F).

Enter the Date Work Completed as well as the Date of Final Payment (the date when the prime contractor made the "final payment" to the subcontractor for the portion of work listed as being completed).

The contractor and the resident engineer sign and date the form indicating that the information provided is complete and correct.

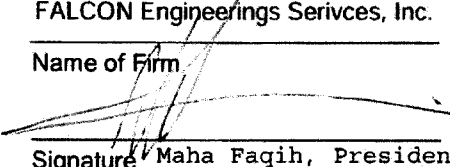
**TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29
Debarment and Suspension Certification**

- 1) All persons or firms, including sub-consultants, must complete this certification and certify, under penalty of perjury, that, he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b) Have not, within the three (3) year period preceding this certification, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of Federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses listed in subparagraph (1) (b) of this certification; and
 - d) Have not, within the three (3) year period preceding this certification, had one or more public transactions (Federal, state, and local) terminated for cause or default.
- 2) If such persons or firms later become aware of any information contradicting the statements of paragraph (1), they will promptly provide that information to Riverside County Transportation Department Procurement Manager.

Where the consultant is unable to certify to any of the statements in this certification, such consultant shall attach an explanation to this proposal.

FALCON Engineerings Serivces, Inc.

Name of Firm



Signature Maha Faqih, President

02/24/2014

Date