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

FROM: TLMA - Transportation Department

July 2, 2014

Engineering Services Agreement by and Between the County of Riverside and DHS Consulting, Inc. to Perform Construction Management Services for the Newport Road Interchange Project. All Covenants Set Forth in the Agreement Shall be Completed by December 31, 2018. 3rd/5th District: [\$4,283,360]; Local Funds 100%

RECOMMENDED MOTION: That the Board of Supervisors:

- 1. Approve the Engineering Services Agreement by and between the County of Riverside and DHS Consulting, 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 \$390,000 for a maximum contract amount of \$4,283,360.

Juan C. Perez, Director of Transportation and Land Management

Patricia Romo **Assistant Director of Transportation**

Uniform Mitigation Fee	50%). There are no	General Funds used i	n this project.	For Fiscal Year	: 14/15-16/17			
SOURCE OF FUNDS: Menifee Road and Bridge Benefit District (50%), Transportation Budget Adjustment: No								
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent S Tonoy			
COST	\$ 885,000	\$ 2,340,000	\$ 4,283,360	\$ 0	Consent □ Policy 1			
FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year	Total Cost	Ongoing Cost	POLICY/GONSEN			

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Ashley, seconded by Supervisor Stone 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:

July 29, 2014

XC:

Transp.

Kecia Harper-Ihem

Clerk of the Board

Prev. Agn. Ref.: 9/11/12, Item 3-44

District: 3/5

Agenda Number:

Departmental Concurrence

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 DHS Consulting, Inc. to Perform Construction Management Services for the Newport Road Interchange Project. All Covenants Set Forth in the Agreement Shall be Completed by December 31, 2018. 3rd/5th District; [\$4,283,360]; Local Funds 100%

DATE: July 2, 2014

PAGE: 2 of 2

BACKGROUND:

Summary

Newport Road is one of the key east-west corridors in southwestern Riverside County. The interchange serves developing areas in the City of Menifee (City), and unincorporated County of Riverside (County).

The County and the City propose to construct improvements to the Interstate 215 (I-215)/Newport Road interchange in the City. The existing ramps will be reconstructed and new loop on-ramps will be constructed. Newport Road will be widened to six through lanes between Haun and Antelope roads.

Although the project is located within the jurisdictional boundaries of the City, the City desires for the County to continue as lead agency through the completion of the project. The Board of Supervisors approved a Cooperative Agreement between the County and City by Minute Order dated September 11, 2012 (Agenda Item 3-44), which, in part, authorized the County to administer the construction of the Newport Road Interchange Project.

The County issued a Request for Proposals (RFP) on August 13, 2013. The County, City, and Caltrans participated in the selection process. Four firms were interviewed, and DHS Consulting, Inc. was selected 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.

Construction is expected to begin in early 2015.

Work Order No.: B5-0682

Impact on Residents and Businesses

The proposed Newport Road Interchange Project will reduce congestion, improve traffic flow, and improve public safety by improving the current traffic operations at the interchange.

SUPPLEMENTAL:

Additional Fiscal Information

The consultant's negotiated fee for construction management services is \$3,893,360 and will be funded using Menifee Road and Bridge Benefit District and Transportation Uniform Mitigation Fee (TUMF) funding. This item also provides for the Director of Transportation and Land Management, or his designee, 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 \$4,283,360. The terms of the agreement shall be completed by December 31, 2018.

The cost breakdown by fiscal year is:

•	Current FY14/15 \$ 885,000	
•	FY15/16 \$ 2,340,000	
•	FY 16/17 \$ 668,360	
•	Contingency \$ 390,000	
	Total Budget: \$ 4,283,360	

Contract History and Price Reasonableness

The consultant's negotiated fee proposal of \$3,893,360 is below the County's independent estimate of \$4,733,000.

Federal Project No.: STPLN-5956(234)

Caltrans EA No. 08-0J4404

Contract No. 14-06-003

Riverside County Transportation

July 29, 2014

ENGINEERING SERVICES CONTRACT



for

Construction Management Services

between

COUNTY OF RIVERSIDE • TRANSPORTATION DEPARTMENT

and

DHS Consulting, Inc.

JUL 29 2014 3-52

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학생기 한번 한 사는 어떻게 되었다.			
	기존 경기 등 기가 가장 이 같았다.		항공사장 현실 사람들 아니는 사람들이 하고 있는데?
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		그릇 경영한 기는 사람이 있다.	이 강인한 이 이 동생 쪽이 나를 잃는 것이다.
	엄마 경험을 가고 있는데 말았습니다. 상태		그는 말이 있는 이 중에 일이 있는데 하는데 그 것이다.
			·哈勒·西克尔尔 一种混合的复数形式 人名英格兰人

1 **ENGINEERING SERVICES CONTRACT** 2 COUNTY OF RIVERSIDE, hereinafter referred to as "COUNTY", and DHS Consulting, Inc., hereinafter referred to 3 as "ENGINEER", located at the following addresses: County of Riverside • Transportation Department DHS Consulting, Inc. 4080 Lemon Street, 8th Floor 5 9841 Airport Dr., Suite 828 Riverside, CA 92502 6 Los Angeles, CA 90045 7 do hereby agree as follows: **ARTICLE I • DESIGNATED CONTACTS** 8 9 Coordination of ENGINEER, and COUNTY activities will be accomplished through an ENGINEERING PROJECT 10 MANAGER, and a COUNTY PROJECT MANAGER. 11 12 The ENGINEERING PROJECT MANAGER for ENGINEER will be: 13 Melanie Estes, PE 14 The RESIDENT ENGINEER for ENGINEER will be: 15 Melanie Estes, PE 16 The STRUCTURES REPRESENTATIVE for ENGINEER will be: 17 Mick Bartholomew, PE 18 The COUNTY PROJECT MANAGER for COUNTY will be: 19 Hugh M. Smith. PE 20 **ARTICLE II • PROJECT DEFINITION** 21 ENGINEER shall furnish all technical and professional services including labor, material, equipment, 22 transportation, supervision, and expertise to fully and adequately perform and complete the covenants set forth in 23 Appendix A, Scope of Services, and Appendix C, Exhibits Required For Federal Funding, which is attached 24 hereto and incorporated herein by reference. All services and deliverables associated with the performance and 25 accomplishment of the covenants described in this Agreement including the Scope of Services and Exhibits 26 Required for Federal Funding is hereinafter collectively referred to as the "PROJECT" and constitutes the single 27 Task Order under this PROJECT. All agents, employees or subcontractors, of ENGINEER doing work for 28 COUNTY shall sign an Independent Contractor Agreement, in a form proscribed by COUNTY, acknowledging

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

ARTICLE III • COOPERATIVE AGENCIES

A. Lead Agency

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

B. Cooperative Agencies

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

Caltrans

City of Menifee

Riverside County Transportation Commission

Utility Companies

C. COUNTY/AGENCIES Standards

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

ARTICLE IV • CONDITIONS

A. Notifications

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

B. Assignment

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

C. Subcontracts

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

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

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

D. Modifications

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

E. COUNTY Directives

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

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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.

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

G. Indemnification and Defense

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

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27 28 Agencies, Districts, Departments and Special Districts, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (hereinafter individually and collectively referred to as "Indemnitees") from all liability arising from suits, claims, demands, actions, or proceedings made by agents, employees or subcontractors of ENGINEER for salary, wages, compensation, health benefits, insurance, retirement or any other benefit not explicitly set forth in this contract and arising out of work performed for COUNTY pursuant to this contract or any Work Assignment.

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

H. Quality Control

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

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				그는 이번 생각한 안 되는 얼굴이다.
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	가지를 하고 불하실 수가 될 때 있다.			
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			가는 다른 사람이 되었다.	
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control plan in effect during the entire time services are being performed under the contract. The plan shall establish a process whereby reports are reviewed and calculations are independently checked, plans checked, corrected and back-checked, and all job related correspondence and memoranda routed and received by affected persons and then bound in appropriate job files. The COUNTY PROJECT MANAGER may request evidence that the quality control plan is functional.

I. Extra Work

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

J. Disputes

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

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

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

K. Termination Without Cause

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

L. Termination for Lack of Performance

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

M. Insurance

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

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

1. Workers' Compensation:

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

2. Commercial General Liability:

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

3. Vehicle Liability:

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

4. Professional Liability:

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

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

5. General Insurance Provisions - All lines:

- a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- b. The ENGINEER must declare its insurance self-insured retention for each coverage required herein. If such self-insured retention exceeds \$500,000 per occurrence each such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this contract. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, ENGINEER's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this contract with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.
- c. The ENGINEER shall cause ENGINEER's insurance carrier(s) to furnish the COUNTY with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein; and, 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the COUNTY prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this contract shall terminate forthwith, unless the

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				it Heriot	
					민준이랑 보면 되었다.

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

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

N. Conflict of Interest

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

		그렇게 되는 이번 생활하고 있다. 회생님은
	한 경영화 하는 사람들이 되었다.	
		이 살았다. 그는 이번 화가를 들면 하는데
		그렇다 모든 이 중 문학이 하라는 것도 되었다.
		당시 그녀들은 이 시간 얼마를 가는 경우를 다
医乳头皮质 医囊丛 经外面流流 医乳头 医电子电池		기계는 하기와 다른 화가를 찾는데 한다.
		어른 강도 그 다른 사람들이 얼마나 나가 있다.
		그는 그리가 대통령 교육한 독특하다셨네요
		1 1 이 경기로 왕당 남아 다녔다. 바라마
	taki amening selati belah jaga s	
		고수는 말맞이 아래들은 사이를 가게 되었다.
하는 네트리고 말로 그렇게 잘 수 있는 다음이 그렇게		한 경기 교회에 되면 그렇게 되었다면 가게 되었다. 얼룩하는데
		기가 가능하는 중요 등 등록 살 때문이 되었다.
물론 발발 형목으로 살아 그리고 살아왔다는 어떻게 된다.		어린 교통 생산 동생하다 보고하다
과 설립 공작들이 하면 이용성원은 이름 없는데 다.	그림은 악면, 된 말로 그는 기를 되었다.	그 교육 시민이, 한 발이, 송현 맛없다.
소리는 하는 이번을 입니다고 되었다면 하는 말을 보다고		요. 그 그리는 이번 사람들을 중요한 중요한
등하다 있는 제 호기 복산 필요로 그 경험 시간		선생님 그리의 물에 되는 것이는 방문에 보였는
영화를 다 전에 가는 이 기관 방송이 생활하고 하는 것 같아 가는 동안하다.		그리 그 집에 가지 않는 그래요? 그런 가지가 되었다. 함께 된 3
회사 그는 시작 등 한국회 소설을 수없어 살았다.		가는 사용하는 것으로 가는 것이 없는 사람들이 하는 것이 되었다. 보는 보통하는 사람들이 되었다. 그는 사용을 하는 것이 되었다.
		그 어느까지 뭐 하고 말하다.
		대학자인 등속 이 목표를 한 학교인에 하다 본
		시민 (2012년 12년) - 삼 왕(12년 12년 12년
		웃림으로 가스 내는 경기로 가는 바다
		그런 그를 무고를 자리는 물건이라들이
	3[[1] [1] 이 등이다는 작 네티워	않는 흙은 집도를 보다는 그리고 해도 그를 했다.
		[명이 낚시되다는 이번 한 에 도둑시티 이 등
교회의 경기 보고 그들은 이 하나는 그렇게 생기다.	2015년 중요 시간 시간 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
		하늘이 말았습니다. 이 전 시시요 살이다
눈으로 얼마나 아랫동안 하시다 하셨다.		. 이 1 에 이번 발표를 보세요? 1 :
그 하다는 경험 하는 사람이 당한 노랑이 되었다면 말고		이 교회에 대접 발생하는 하는 모양을 했다.
그렇게 있는 한 바람들을 살았다 때 보고 빨리를 놓는		아들 내용에 한 일 때 아니라 하는 경험을
	님 하시아 많이 생겨 있다. 그런 그렇게 살아	통하는 하시 등을 보았는 중시하는 보고 있었다.
있다. 그림, 그리고 남은 하는 아이라는 다른 사람들의 얼마나?		이렇게 생각되었다면 회에 하는 일이다.
사이 공화하다 그는 말이 살아 한 수 있다면 나가 되었다.	그 회장 경험 교회를 위한 중인하는	리마마 에서 성원 (작성도) 기뻐지
지하다 하는 사람들은 이렇게 되었다면 하루 그 나는 없다.	결과 남이 보는 이 것이를 보고 되는데	현 일을 보고하는데 관측이 병과 열
병사 첫 돌에 다시하는 전 경험이 되었다고 그 이 이번 등을 보았다.		김 사회관계에 가능하는 소리가 한 이외 수를
	중국회 회사의 이번 생활이 제다.	기계 됐다는 사고 사람들에 살아 하지 않다.
강성 그 그는 일이 그들은 전 등 것으로 다 된 경험을 다	그리를 하셨다는 하나는 뭐이다요?	에게 맞춰 하는 하는 그렇는 생기다.
	마음이다. 그 마음이 많이 하는 것으로 하는 것 같습니다. 발표되었습니다. 그 사람이 되는 것이 되는 것을 받는다. 다	본을 고객들은 마련을 보이고 주요하다.
그리는 하는 중요 그림의 그리고 모든 경계를 받았다.	되겠게 되는 내가 보다라 되었다.	기를 된다면서 얼마나 하는 것이다. 그 모양된
생생님 그들의 교육은 하면 되었다. 이 이 기계의		
아름이 많은 마느님이 취하하다고 하시겠네다.		
되게 되는 사람이 가장 가셨는 그 없는 사람들이 없다.		김 동도에 회사가 되는 사에 그 속에 옮고하다면요.
불의하는 이번 사람들 보다는 이 없는 그들은 사람이 있었다.		문화가 있다는 물로 마음하는 물이 다
되고 몰라는 김 아들이 왕나는 바쁜 유스트 함께 밝혔다.	\$P\$中国《\$P\$P\$一种化广播图》	中國教學的 医乳腺管膜炎 医外外外丛
한 생물을 가는 것이 수를 맞아내는 불편을 갖는다.		
그리는 얼룩하게 되는 하는 것은 그들은 네 나를 웃었다.		
		공사회학 들어지는 일을 맞이었다니다.
	설린 더 이번 아들에게 걸린다 얼굴인 남부	게 하루다른 아내가는 보통 중요 하게 되는
한 생각하는 그는 회사들에서 살아 들었다.		
이 사람이 되지 않는데 소설을 사가 하나 얼룩한		회문은 사람들이 가는 학교에게 찾
생물을 잃어 나는 이 회사들은 얼마가 되어 그렇다.		
리트리눅의 - 100 등 이 회의 (1981년 1일 교회원		고일 선정에 함께 살아들이 되는 것들은

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

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

O. Legal Compliance

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

		그는 그는 항, 이 모에 의 중요 선생님들이 되고 그렇
		그는 이 일본으로 하는 그는 생하는데 그는 그것,
		그는 물 그는 그리는 이 그리면 한 생각이 싫어하지 않는 것
물리 열리 그 보면 있는데 하는 모이 되었다.		
		그는 그 하다는 물건 그림을 다 살을 것 같아. 물론은
이 문자를 보고하는데 바깥 역사를 받아 있다.		
아들이 살아 아니라 아이를 가지 않는데 하다는 것이다.		보호왕이는 마다 아름다면 하다면 하다 아니라 나를 가다
		이번 이 살아보는 보인 사고 경우를 살아왔다. 현기가 어
		시간 이 보고 있는데 하나 있는데 그렇게 되었다.
		되어 많이 어떻게 하기에는 삼층 교회, 그리다
		그는 뭐 많아요. 그리는 그렇게 하다가 뭐 뭐가 하는 것
		보통하는 경우 기존통이 보았다고 이 경향 하고 있다.
HP : - 15 및 HM 2 H 2 L 1 L 2 L 2 L 2 L 1 H 2 H 2 H 2		그 경기도 하면 되는 생기를 살려면 하고 있다. 그 없다
		그는 그리 그리 그 뭐 하는 가장을 하는 그렇게 되는 하셨다. 그 그
		[마시아 - 마시아 다시아 그리고 그리고 하나 다시아
		동계님은 요즘들이 되어 가셨다면 되어 하면 가지 않다.
의 사용과 즐겁게 된 경험이 있는 이번 때문 하셨다. 그		함께는 낚시 얼마나에 그는 그들은 그 열리는데.
그런 얼마 하는 사람들은 사람들이 살아 살아 있다.		
네는 바로 통한 바다가 만든다. 하네 하나 나	보이 전문에 보고 있는데 그는 데이션 다음	경기 되지 못하는 점하는 데도 됐 살아놓아한다면요.
		어느는 이상품이다 나는 말씀하는 뭐야 되어 하셨다.
이 그 보이라는 시간에 있어 얼굴하는 모든 시간의		함께 하는 그리고 있다. 이 후 하는 경우를 모두 모든 다음
다. [기자 : 이 시 라이는 경기 기계 : H. 프로스 네스티스		
그런 그는 가이들이 되지 않는 생각이 있는 생각이 되는 생각이		얼마가 걸다고 하는 그래요는 하네요요 하다
	보는 사람들 마음이 얼마들이 보다 그 사물이	
중요 하는데 아이를 되는 이번 모든 것은 것		일하면 하는 사람 하루얼화이 되는 것이다. 이번 생각
		그렇게 하고 하고 하는 그 그는 것은 이번 보고 하다. 나는
		어느 등록 중요 [종일] 시 중요 그렇지 않는 것 같아.
		그림을 마리 회사를 다 하다 고하지 않는데 화사를 하게
	가 시작 나는 아이들은 아니라 수 있는데 나오네.	보인 물리이 꼭 하다는 그를 내고 시작되니 보이는 것이
	도 교육적 한 다른 사람들은 사람들은 사람들이 되었다. 그런 그런 실상 기계를 통해 있는 사람들은 사람들이 가지 않는다.	연락하다 경기에 가지 않는데 가지를 내려왔다.
		보험으로 내가 보다는 모든 모든 사용하는 그리고 얼마나요?
그는 그 이 이 나는 이 가는 말을 잃었다. 그 밤		그 교통하는 이번 이번 이번 이 가는 것입니다. 일본
	네 그 말씀이 말했다. 그는 그 그는 이번 하다	보이다. 왕이 12년 이 보이는 그들도 없는 이 왕이로 보이죠.
		그렇게 하다 보면 되는 하고 빛 때 스마트 중하셨다.
일이 발하하는 사람들이 되면 하는 이 사람들이 들었다.	사람이 가는 이 맛있는데 그리고 있는데 그리 없다고 있다.	경기를 하게 하는데 지하는데 하게 되었습니다.
어느라는 맛이 그렇게 되어 그리고 하나 지수를 되는 것은	보는데 얼마는 그렇게 하는 그 보다는 여러는 장하는	바이크를 이 있죠? 한 말하는 말이 선택하는 것이다.
	되는 그 이 하는 것 같아는 도로에 살이 되었다.	아름다 돌이 아름 말이라고 하다.
그리고 있는데 그 사는 그 왜 뭐야? 이 바다	自然的表表的智能的 医二氯酚二酚医酚磺酚	
경기 : 제공하는 경기를 되는데 그 이 이 없다.		그런데 이 교육이 잃었을 것을 때 다시는 결정했다.
그 마음 그 그리고 있는 점점이 가득 수요.	그를 하다고 하는데, 하는 그들은 그 살아 다	집 전 기술을 보았는 보호하다 그리는 모든 경우하라 하다는
		회사 [[연출] (1700년) 시작인 전에 가지 되었다. 이 그래요
	다음 물리를 걸 통하는 보이었는 말았다.	회사 회사 시간 등 회사가는 제 경우가 되었다.
	경영화 하는 얼마를 가내고 있는 그는 것이다고 있었다.	요즘 그리 발생님이 되어는 그래의 경로 마셨다
		이 사람이 기념하는데 일본 이 노릇들이 이글리게 다른
		경기 일반 등은 하실 수 있는 사람들이 가는 사람들이 되었다.
		왕이는 동시 그림을 만 그래는 얼룩되는 먹었다.
		이번, 얼마 느는 나를 하셨다니까 이번째 되어
	물건하는 하는 말을 살았다. 그는 경찰으로 살살이다.	보기 됐어요. 아는 아이들은 물을 바다 사람들다.
	교계 (교통) 이 없다는 이 스타트를 하게 되다.	다양하는 이 한 작사님의 된 경험을 이상하는 하나 모양이다.
	맛이 되어 가장 그는 그 집에 되었다.	현실 돌돌세요. 연락 보는 여러 시간 1960는 남북은
그런 그렇게 되고 하다는 것이 그리는 가능을 받았습니?	함 시험이 남자 그렇게 뭐지 않는 사람이다	
	보통 등의 그는 사람이는 그게 잘 한 경우	그렇다. 병기가 된 생각 그렇게 하루 시간 중에 있다.
	사용하다 남편하다는 살이 처음하다. 하는 회	
불러 그런 얼마나 아내는 그는 이 얼마를 걸었다.		보다하는 사람이 불 없다. 성명하는밤
		잃었다. 이 그리 글이 생각이 얼굴 중점이 이렇
	[14] 가는 기에 가 하시네요. 인해?	
	医感觉 化二氯化二苯甲基乙二二甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲	사람들은 사람들이 가는 얼마를 맞추는 그렇게 잘 바꿨다. 근로 가장

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.
- ENGINEER shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this contract.
- ENGINEER shall comply with Title VI of the Civil Rights Act of 1964, as amended. Accordingly, 49 CFR
 through Appendix H and 23 CFR 710.405(b) are applicable to this contract by reference.

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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

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

R. Review and Inspection

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

S. Record Retention / Audits

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

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

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

T. Rebates, Kickbacks, or Other Unlawful Consideration

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

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

- 1. ENGINEER certifies to the best of his or her knowledge and belief that:
 - a. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of ENGINEER to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
 - b. 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; ENGINEER shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

- 2. 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, US. 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.
- ENGINEER also agrees by signing this document that he or 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.

V. Ownership of Data

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

W. Confidentiality of Data

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

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nondisclosure of the same.

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

X. Funding Requirements

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

ARTICLE V • PERFORMANCE

A. Performance Period

- 1. The Contract start date is July 29, 2014. Services shall begin upon notification to proceed by the COUNTY PROJECT MANAGER.
- 2. ENGINEER is advised that any recommendation for contract award is not binding on COUNTY until the proposed contract is fully executed and approved by COUNTY.
- 3. ENGINEER shall perform PROJECT services in accordance with the provisions set forth in Appendix A, Scope of Services, which is attached hereto and incorporated herein by reference. COUNTY reserves the right to perform any portion of Appendix A, Scope of Services with COUNTY personnel.
- 4. Where ENGINEER is required to prepare and submit studies, reports, plans, etc., to COUNTY, these shall be submitted in draft as scheduled, and the opportunity provided for COUNTY to offer comments, prior to final submission.
- 5. All Covenants set forth in this agreement shall be completed by December 31, 2018 unless extended by Where applicable, when COUNTY determines that ENGINEER has supplemental agreement. satisfactorily completed the PROJECT services, COUNTY shall give ENGINEER a written Notice of Final

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

6. Time is of the essence in this agreement.

B. Time Extensions

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

C. Reporting Progress

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

D. Evaluation of ENGINEER

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

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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 \$3,893,360.00 and reimbursement is to be made at actual billed cost for the following contractors with not to exceed amounts as shown:

•	DHS Consulting, Inc.	\$1,733,215.44
•	TY Lin International	\$1,132,406.30
•	ECORP	\$ 11,864.00
•	Leighton Group	\$ 413,721.90
•	Simon Wong Engineering	\$ 53,819.63
•	Green Communications, Inc.	\$ 92,062.50
•	Dynamic Engineering Services, Inc.	\$ 120,687.60
•	David Evans & Associates	\$ 335,582.63
	Engineer's Budget =	\$ 3,893,360.00

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 enters into any non-budgeted purchase order or subcontract exceeding \$1000 for supplies, equipment or consultant services. ENGINEER shall provide an evaluation of the necessity or desirability of incurring such costs.
- 3. For purchase of any item, service or consulting work not covered in ENGINEER's proposal and exceeding \$10,000, with prior authorization by the COUNTY PROJECT MANAGER, three competitive

quotations shall be submitted with the request, or the absence of bidding shall be adequately justified.

- 4. Any equipment purchased as a result of this contract is subjected to the following: ENGINEER shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$500 or more. If the purchased equipment needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit. At the conclusion of the contract or if the contract is terminated, ENGINEER may either keep the equipment and credit COUNTY in an amount equal to its fair market value or sell such equipment at the best price obtainable at a public or private sale in accordance with established COUNTY procedures and credit COUNTY in an amount equal to the sales price. If ENGINEER elects to keep the equipment, fair market value shall be determined, at ENGINEER's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable by COUNTY, and ENGINEER. If it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY and AGENCIES.
- 5. The consideration to be paid ENGINEER, as provided herein, shall be in compensation for all of ENGINEER's expenses incurred in the performance hereof unless otherwise expressly so provided. Travel and Subsistence are explicitly excluded from the contract.
- 6. ENGINEER agrees that the Code of Federal Regulations Section 49, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments shall be used to determine the administrative requirements.
 - ENGINEER agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
 - Any costs for which payment has been made to ENGINEER that are determined by subsequent audit to be unallowable under 49 CFR Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by ENGINEER to COUNTY
- 7. ENGINEER also agrees to comply with Federal procedures in accordance with Office of Management and Budget Circular A-102, Uniform Administrative Requirements for Grants-in-Aid to State and Local Governments.

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

C. Progress Payments

- ENGINEER shall submit monthly invoices for PROJECT Services in accordance with Appendix B,
 Budget, and in accordance with COUNTY Engineering Services Invoicing Procedures. Invoices shall
 show amount billed to date for the current phase, amount invoiced for current period and amount
 remaining for each phase of PROJECT, phases being defined as Pre-Construction, Construction and
 Post-Construction.
- 2. ENGINEER shall submit an invoice each month for PROJECT services performed during the preceding month. Invoices shall be submitted to the COUNTY PROJECT MANAGER and shall be included with a Progress Report covering the same period as the submitted invoice. Invoices shall show separate line item totals for each work order or extra work task. ENGINEER and ENGINEER's subconsultants shall provide timesheets for all personnel listed in the invoice for the period invoiced showing the projects, days and hours billed as well as a general description of work performed as related to Appendix B, Budget.
- Progress payments will be based on PROJECT services provided and actual costs incurred. Payments
 made prior to the completion of each phase will not exceed the amount allowed in the contract for the
 completion of that phase and prior phases, unless approved in writing by the COUNTY.
- Progress payments will be made as promptly as fiscal procedures will permit upon receipt by the COUNTY PROJECT MANAGER of itemized invoices.
- 5. Payment of the post construction Services will be withheld until all documentation is submitted in an acceptable format and COUNTY issues a Notice of Final Acceptance for PROJECT. The budgeted amount will be paid to ENGINEER after COUNTY has approved ENGINEER's final documents and estimate for PROJECT.

1 **ARTICLE VII • APPROVALS** 2 **COUNTY** Approvals 3 RECOMMENDED FOR APPROVAL: 5 MC Dated: 6 Juan C. Perez Director of Transportation and Land Management 8 Patricia Romo **Assistant Director of Transportation** 9 APPROVED AS TO FORM: 10 PAMELA J. WALLS, COUNTY COUNSEL 11 12 Carsha KVector Dated: 7/14/14 13 14 By Deputy 15 16 APPROVAL BY THE BOARD OF SUPERVISORS 17 18 19 20 21 Chairman, Riverside County Board of Supervisors 22 23 ATTEST: 24 25 26 27

ENGINEER Approvals

ENGINEER:

Dated: 6/5/20

SUDHIR DAMLE

PRINTED NAME

PRESIDENT

TITLE

ENGINEER:

Dated:

PRINTED NAME

TITLE

Clerk of the Board (SEAL)

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Appendix A County of Riverside Transportation Department Newport Road Interchange Widening Scope of Services

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1 - Project Description

The COUNTY and the City of Menifee propose to construct improvements to the Interstate 215 (I-215)/Newport Road interchange in the City of Menifee. The improvements are located within the jurisdiction of the California Department of Transportation (Caltrans) District 8, I-215 post mile R17.4 and R19.3. It is proposed to widen Newport Road to a six lane facility in the vicinity of I-215 and reconstruct the interchange ramps. The proposed improvements will require widening of the Newport Road overcrossing and widening of the freeway north to Salt Creek Bridge. The proposed improvements will reduce congestion along Newport Road in the vicinity of the interchange and improve traffic operations at the interchange. The existing ramps will be reconstructed in a modified partial cloverleaf configuration, connecting with the widened cross section of Newport Road and adding northbound and southbound loop on-ramps. Estimated construction costs are approximately \$38.4 million; with construction of the project anticipated to begin in the 2014/15 fiscal year. The County of Riverside and the City of Menifee have committed to funding the project development support, right of way and construction costs for this project using local funding programs.

The I-215/Newport Road interchange is located in the City of Menifee. The interchange serves developing areas in the City of Menifee, unincorporated Riverside County and Sun City. Most of the land surrounding the existing interchange is developing as well. The existing Newport Road overcrossing consists of two separate structures, one for each direction. Bridge No. 56-0646R (eastbound) was constructed in 1979 and Bridge No. 56-0646L (westbound) was constructed in 2001. It is anticipated that pedestrian access across the Newport Road overcrossing will be maintained throughout construction. Standard curb ramps will be provided at all applicable locations within the project limits. It is not anticipated that Newport Road will be closed during construction.

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.

- 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.

- 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 <u>Caltrans Construction Management Manual</u> and portions of the <u>Local Assistance Manual</u>. 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 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.
 - o Project Advertisement,
 - o Contract Bid Opening, Contract Award, and Award Package
- Chapter 16, Administer Construction Contracts includes the following:
 - Project Supervision and inspection
 - o Pre-construction meeting and partnering
 - Contract time
 - o Sub-contractors
 - o Engineer's daily reports
 - o Project files
 - o Construction records and procedures
 - o Safety Provisions
 - o Labor compliance
 - o Equal employment opportunity
 - Quality Assurance Program
 - o Contract claims
 - o Traffic safety in highway and street work zones
 - o Construction engineering review by the State.
- Chapter 17, Project Completion includes the following:
 - Acceptance procedures
 - o As-built plans
 - Report of expenditures

o 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 Newport Road Interchange Widening Project, 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.

- 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

<u>Purpose:</u>

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.

- 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.

- 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 appraised 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.

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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.

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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.
- 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.

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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.

- 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:

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- 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.

- 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.

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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 Newport Road Interchange Widening Project.

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.
- 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.
- 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.

- 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

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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.

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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

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		기 시민 그녀가는 시민 생활은			뭐 걸다 그리를 잃는 그리지 않다.
		시민이 그렇게 그렇게 그렇다.	화면 모양화 시험		
					그 경우지 남일 원리되었다.
	고하다 보고 한 이 사람이다	그는 친구에는 그렇게 하는 것 같다.			
					경고이 회에 이어 불합니다는 학생
					이 경기에서 이러 경찰에 되었다.
	그 사람들이 그 사무를 하는				
					일본 여전 현대 경우 교회 설명
					하면 얼마나 하면 하고 있는 않다.
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					그 하는 역사들이 걸어 많아갔다.
되는데 그렇게 되고, 과지 함인		이 이상을 가게 한 살아 있는 것 같다.			
			A STATE OF THE STA		

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.

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			이 가장이 되어 생각 경기를 보고 있다.		상이 함께 가입니다 이 모양 없다.
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			어마, 그래면 보고 보고 있다.		현실은 교회가 가장하다는 경찰이다
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그런 한탈하는 회사는 가고 있는 네다.			그리고 있는 생각이 되었어?		보이 택하는 건강 현속 보이다
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					병사 사람이 없는 경험이다.
			그를 가는 그 그의 기항 되었다. 상하다		
					뭐 하시네 그 사람들이 하였다.
					되면 이번에는 이 회사를 들었다.
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- 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.
- 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.

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- 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,

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				하는 사람이 그 불화로 하시네.	
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Appendix B

I-215 at Newport Road Interchange Widening Proposed Budget for Construction Management & Inspection Services ost-Construction re-Construction Construction Manager Billing Rate Total Cost **Billing Rate** Total Cost Billing Rate Total Cost **Total Cost** Prime - DHS PM/Resident Engineer Melanie Estes 280 \$232 33 85 051 Q 2 360 220 22 549 205 17 232 33 \$ 27 879 42 2 760 641 226 56 Dan Escalona Office Engineer/ARE 40 \$167.16 6.686.45 2.880 \$ 167.16 481 424 49 40 \$ 167.16 6.686.45 2.980 \$ 494,797,39 Bridge II 1,440 203,679.59 \$141.44 1.440 \$ 141.44 203,679,59 141.44 Civil Inspector 22 \$123.19 1.340 123.19 165.067.91 123.19 1.340 165,067,91 **Utility Coordinator** 150,444.00 \$167.16 \$ 150,444,00 \$167.16 \$167.16 OCD Vehicle SUBTOTAL 9.400 \$ 1,733,215.44 \$ 222,182.42 8,020 1.220 1,473,867,15 37,165.87 Subconsultants Hours Billing Rate Total Cost Hours Billing Rate Total Cost Hours Billing Rate Total Cost Hours Total Cost Construction Management Support - T.Y. Lin International Structure Representat 418 128 33 183 39 458.474.05 2.280 \$183.39 Lead Civil Inspector Mike Gilbert \$135.54 \$ 2,580 \$135,54 \$ 349,702.23 135.54 349,702.23 Brian Rochelle Bridge inspector* (pw) \$117.83 \$ 2,200 \$117.83 \$ 259,230.02 117.83 2,200 259,230.02 OCD - \$ 65,000.00 7,280 \$ 1,132,406.30 Vehicle \$0.00 65,000.00 SUBTOTAL 140 7.060 \$ 14671.17 \$ 25,674.55 Hours Billing Rate **Total Cost** Hours **Billing Rate** Total Cost **Total Cost** Hours Billing Rate Environmental Specialist - ECORP Principal Investigator/PM 154.99 Tom Benson 154.99 154.99 1,349.98 Siva Sivathasan Field Director/Safety Office 135.00 10 \$ 135.00 135.00 10 1,349.98 Research Assitant/PM 1 999 80 99 99 99 99 99 99 20 \$ Field Crew Supervisor 99.99 30 \$ 99.99 2.999.70 99.99 30 2,999,70 Graphics/GIS Specialist 94.99 94.99 474.93 94.99 474.93 5 5 \$ Monitor/Field Technicia 74.99 74.99 74.99 249.78 864.00 SUBTOTAL Total Cost Hours Billing Rate: Total Cost | Hours Billing Rate Total Cost Hours Billing Rate Total Cost Materials Testing - Leighton 216:00 R64 02 216.00 1.728 03 Project Principa 216.00 RR4 02 Project Manager & SMR 20 130.20 2 604 00 300 130.20 39.059.94 130.20 320 41.663.93 20,892.71 Source Inspector 74.62 74.62 20,892.71 74.62 280 280 60.37 Source Inspecto 100 60.37 6,036.67 60.37 100 6,036.67 Laboratory Mgr/Revi 109,52 109.52 80 109.52 8,761.66 8.761.66 Clerical/Administrative Assi 61.25 132 51.25 6.765.63 51.25 132 6.765.63 Soil & Asphalt Technician (P 98 66 632 OR GR 62 354 56 OR BB 632 R2 354 56 75.518.71 Concrete Technician (PW) 103.17 732 103 17 75 518 71 103 17 732 Material Lab Testing, Source SUBTOTAL OCD 413,721,90 Hours Billing Rate Total Cost Hours Billing Rate Total Cost Hours Billing Rate Total Cost | Hours Public Relations and Landscape Architect Publics Relations Coording Noelle Afualo \$170.12 6.804.6 60 \$ 170.12 10.206.96 170.12 100 17,011,60 lim Brands Registered Landscape Arch \$146.06 2.921.16 60 \$ 146.06 8.763.48 20 \$ 146.06 80 11.684.63 \$118.71 16,619.22 18,993.40 Landscape Inspector 140 \$ 118.71 20 118.71 2.374.17 160 \$ Landscape mount Mileage, Canvassing, Graphic SUBTOTAL OCD phics Design \$0.00 6,130.00 53,819.63 6,804.64 41,719,66 5,295.33 2,624 Hours Billing Rate Total Cost Hours Billing Rate Total Cost **Total Cost Total Cost** Community Outreach - Green Com 140.25 Public Relations Coordinate 140.25 14.026.00 38,568.75 40.25 52.593.75 **Public Relations Assistant** 50 68.75 3,437.50 75 68.75 5,156.25 68.75 125 8,593.75 **Public Relations Assistant** 25 68.75 1,718.75 50 68.75 3,437.50 68.75 75 5,156.25 68.75 **Public Relations Assistant** 25 68.75 1,718.75 50 66.75 3,437.50 75 5,156.25 Public Relations Assistant 25 68.75 1,718.75 25 \$ 68.75 1.718.75 68 75 50 3 437 50 Graphic & Web Support 25 \$ 110.00 2.750.00 25 \$ 110.00 2,750.00 110.00 50 5 500 00 Graphic & Web Support 25 \$ 82 50 2.062.50 25 82.50 2 062 50 82 50 50 4 195 00 OCD Web/Graphics, Printing SUBTOTAL 7,500.00 92,062.50 7,500.00 27,431.25 64.631.25 Hours Billing Rate Total Cost Hours Billing Rate Total Cost Hours Billing Rate Total Cost **Total Cost** abor Compliance and Electrical Inspection -DESI Electrical Inspector \$156.95 3 138 9 400 156.95 62 779 20 156.95 420 65,918,18 Labor Compliance Officer SUBTOTAL \$148.83 1,190.64 148.83 53,578.80 116,358.00 148.83 54,769.44 120,687.60 Total Cost Hours Billing Rate Total Cost Hours Billing Rate **Total Cost** Hours **Billing Rate** Hours **Total Cost** Construction Surveying - DEA Survey Task Lead 177.32 177.30 21.278.40 177.32 7.092.80 35,464,00 7.092 80 120 40 200 Sr. Survey Analyst 5.834.40 9.335.04 145.86 24 - \$ 145.86 3,500,64 40 \$ 145.86 64 122.98 122.98 12,298.00 Survey Analyst 40 122.98 4.919.20 60 7.378.80 100 \$ **Project Coordinator** 80.08 10 80.08 800.80 50 4,004.00 40 80.08 3,203.20 134.02 Licensed Surveyor - Party Cl 134.02 1,000 134,019.60 40 134.02 5,360.78 \$ 139,380,38 117.00 1,000 117.00 117,002.60 117.00 4,680.10 1,040 121,682,70 Mileage, Mapchecking Fee SUBTOTAL OCD 13,418.50 13,418,50 2 224 31 147 69 335,582,63 7.092.80 297,342,14 Post Construction Pre-Construction Construction Billing Rate Total Cost Billing Rate Total Cost Hours \$ 88,280.06 | 25,783 \$3,893,360.00 TOTAL PROJECT COST \$ 296,983.27 23,482 \$ 3,508,096.67 1,791

Cost Proposal is based on Average 160hrs/month for the entire project duration of a 18 Month construction contract (plus 8 months before and 2 months after) - Holidays include New Year's Day, rial Day; Independe ence Day; Labor Day; Thanksgiving (2 days), and Chris

Costs for job-site construction management office, office esed on submitted hourly rates with Overhead and Fee multipliers included. will be by

Overtime, weather, holidays and potential time extensions or delays may result in additional construction management services. Surveying and Material Testing costs are an estimated. Sai Prevailing Wage - Wages for inspection subject to Calif. Labor Code Section 1772. Overtime will be paid in accordance with applicable labor laws.

				교육:회학교 : 레이크 : 워딘 : 프라트	
			and the second of the second		
				하는 것이 있는 것이 되었다. 	
		garin maken din ele			
				요. 그리스 회사 학교육대를 보다	
				이 보다 살이 많다 하는 항상이다.	
				그 이 경기가 되었다. 그 생활되고	
면하는데 하는 사람이 살려 힘들었다.		생활 경화 경영을 보는 사람이다.		그 전에 그렇게 가장저렇지 않는	
이렇게 뭐요. 그는 그런 바람 없는				원칙도 보았는 경험 하나 하는데?	
				이 이렇게 어떻게 된다고요?	
대한 회사를 보는 것이 되어 하는 사람.				요 열 이 시작 사용사용 결혼하였다.	
원이 어떻게 생물하는 이 이 말까지 않아.					
				의 생용이 그렇게 가장 가다.	
	그리는 하는 살이 없는 것이 없다.				
빨리가 그리는 경기에게 하고 최었다.					
함께 생각되다는 그리면 없다.					
				마이 이 나는 기를 받는 것이다. 이렇게 하나 있다. 보고하다면 하는 것이 되었다. 보고하다.	
보다 말하게 되었다고 하는 없어요?		· "我看到这个人," "这是我们的。		어떻게 되는데 있다. 나는 그는 이름이라고	
회의 기술을 걸었다는 것은 가운데	그리가 그 감독하셨다고 살린	그는 것 이렇게 되어 하시네다.			
기계에 되었습니다. 그 주어되었다.		그래에 가장 많이 많아야기		등 내가 되었다.	
		이번째 회사 기가 되었다.			
그리는 그 생각이 했는 그는 왜 계약이.		그리는 내 어느림을 하셨다면요.		요즘이 그림의 뭐하면 없다고요?	
	. 이 일이 돌아왔다. 함께방이				
	이 나이 없다고 있습니다 걸린다	열시 2007 100 홍막의 그 맛이를	그 가이에 뭐 없다.	[경우] 경우 아무리 아이를 다 되었다.	
				여러 그리는 바느 시생하는 물통이	
		얼마 내용살이 보기 없다고 있다.		그 25일 다른 10일 다른 10일	
하면 그렇게 되어서 그래? 하다			하게 생물하는 경		
그렇게 하게 하는 것이 그를 모았다.					
	그의 회복장 보고 있는 것이다.			보시겠다. !! 그렇게 되었다. 그 !!	
(2) [[[[[[[[[[[[[[[[[[[보다 불편하다 그 이번 보다 함다	기관 하나하는 눈은 수지들이			
	그림 말이 막다고 그렇다.				
	그림 하셨는데 그 경기들이다	되고 바라면서 하다면 된 없는 모든		나는 그림픽을 살아보았다고 하다	
	현실 취임이 보고 전함.	이 시민 씨이는 이 시장류			
		있는 글이 아이에 맛있는 아이들			
				경기 사용 중에 대한 사람이 되었다.	
요하요 12 이 취 그 [편기 15]					
엄마 얼마는 얼마 먹어 하면 나왔다.		젊이 됩니겠습니다. 하나 이렇다?		요즘에 대통령이 되었다고 하였다.	
요. 저는 사용하는 하고 그를 밝혔	문화를 통해 시간 그렇다			경험적으로 하다 되는 현장 목이	
인생 출연 회원 학생님 그 실험에 있었다.	기술 기계를 하는데 그림이다.			함께 되어야 하다 네트리어 그렇다?	
	경기 보면서 그 바다 하였다.	그 김 이상 집에 다른 그리고 있다.			
양사의 보다 하려니라 함드리다.				그림 로그리왕 (대원하다)	
되었다. 그 아이 하의 이렇게 하게 된				잃다면 모양 시계를 받았다.	출 및 시간 함께
이러 의 하시지 않는 그 이렇게 말했다.					
하는 말이 하는 생활이 되어 살아 살아야 했다.	그림과 시작하는 사이를 함께	병기는 생기의 생각을 취내 없다.			
그런데 보면 이 이름이다.	그리고 아픈 이 이 본 어렸다. 그	가게 다 있다고요. 교존하면 있		함께 보통한 교통보다 하는	
	이 집에 가고싶습니다.	회 전기 생활되고 되기 그로 봤다.			
	요. 이번 경험생활 교육회보다	기류를 받는 사이를 하는 것들이 없다.			
함께 가는 얼마가 하는 생각 없는					
	요리 선생님이 얼마 아버지?	그도 함께 하는 하는 이번 살았		그 그는 모든 그 방송됐다고 된다.	
					집 기가 그렇는 것
B 라이 이상 등도 - 시 - 시 : [18]	이 하는 생생하는 계속 눈생기			기급이다고 하실 중작품 다른다.	
			그림 첫 번 그 생활이		
	기계사 시기가 지는 낮다.			즐기하다. 내고 보다 하는 말중요	
그는 일은 보고 가는 이 가족 회사 어	보고 있는 것으로 되었다.				
				훈리 : [17] 11 12 12 12 12 12 12 12 12 12 12 12 12	
인근 숙간점 하고만인데 그렇게					
				이다셨다는 그만 돼졌다.	

Consultant or Subconsultant

(= 0% if Included in OH) Fringe Benefit %

EXHIBIT 10-H COST PROPOSAL

Specific Rate of Compensation (use for on-call or as-needed contracts)

(Construction Engineering and Inspection Contracts)

Date Contract No. DHS Consulting

Combined Indirect Cost Rate (ICR) % FEE % = 124.80% General Administration % (= 0% if Included in OH) Overhead %

BILLING INFORMATION

CALCULATION INFORMATION

10.00%

for classifications only Not Applicable Not Applicable Not Applicable Hourly range -% or \$ increase 93.95 57.20 49.82 49.82 09.79 Actual or Avg. hourly rate³ 12/31/2018 12/31/2018 12/31/2018 12/31/2018 12/31/2018 Effective date of hourly rate 6/1/2014 6/1/2014 6/1/2014 6/1/2014 6/1/2014 From 282.89 246.39 246.39 167.16 OT(2x) 184.79 212.17 184.79 Hourly Billing Rates 167.16 OT(1.5x) ž Straight 232.32 167.16 123.19 123.19 141.44 Construction Name/Job Title/Classification¹ Janny Escalona - ARE/Office Manager/Resident Engineer Melanie Estes - Project Utility Coordinator Bridge Inspector Civil Inspector Vice President Engineer Manager

Note:

June 20, 2013

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 * (I + ICR) * (1 + Fee) Agreed upon billing rates are not adjustable for the term of the contract.

^{3.} For named employees enter the actual hourly rate. For classifications only, enter the average hourly rate for that classification.

Denote all employees subject to prevailing wage with an asterisks (*)

For "Other Direct Costs" listing, see page 2 of this Exhibit

				그는 사이 그 기기원의 설득이	
				그리고의 기반에 연극하다	
	많은 왜 하게 되어 된 이 생각했다.			맞잠 얼마 하네 하는 나는 사람이	
				[H. 40] [H. 18일 제 회사도:	
					네이는 설명 남자
					1968년 1일 1일 1일 1967년 1월 1일
하기 없이 많다 물이 하는 생산				그리고 많이 모든 이 리스스 이	
	경영하다 그런 얼마님은 바다다니				
	선생님 선생님이 얼마나 나는 그 얼마나				
					그렇게 걸지하다.
					사람들이 수 없다.
				그 경기관리 하는 하셨다.	
				이 그 아이가 되었는 건강의	
化碱酸化物 医乳头切除术 化邻氯				그 이 이 집 등이 있으셨다.	
				이 시스템 가는 상 전략을	
물리 회에 하다는 그리고 그 회원 그들이 되었다.					
	통일하다 보다 하는 경기는 그리고 하고?	黄色 温慧 医二次激化剂电池			걸 찾기를 하셨다.
	나는 없이 그렇게 하지 못 입었다.	일당시 이번 그렇답지 않는데 하이 나를			
	그는 하는 사람들이 가는 그렇게		14人物。15万		
		인국의 하는 사람은 회에 없는 그 것 같			
	이렇게 더 일찍 못하고 하겠게 낡아왔다.			그로 그 하는 사람이 보다면	
				[2] (1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1	
	물이를 할 만한 얼굴이다.				
		가지 않는 이렇게 되었다.		조명이 걸게 되었다. 중요일까	
	네트 이번 회사으로 이렇다다.				
and the second s					
				가다가 이 얼마 이네. 밝혀	
				시대 아래 얼마나 살다. 이 남편의	우리 병기 되었다.
	뭐하는 얼마 얼마를 보고 있다.				
					보다 살 생활이 되었
		일 4일 : 회사하는 그는 경험자 다		물리하는 독일 기둥들인 네트	
기가 되는 것이 하셨습니다. 그 없는					
	강하는 어느 사람들의 사람들이 없었다. 모	그림 맛이 되는 그리는데 그			
	그 있었다는 기가수를 하는 기상에 되			휴. 그리다 그런 판소에 모	
化环烷化化合物 医动物性纤维					
					그렇게 하는 사람이 없다.
					과 개상도 하는
	살이 살아. 그는 그는 그를 다	그렇다 그리 방향병에 가야?		하리 시간 전체 그렇게 되었다.	
				시스리 이 글림만 모모 봤다.	
가는 회사는 이 사람들 것이					
하는 사람들의 얼마는 얼마		되자 경쟁 회에서 그릇한 끝입다.			
그는 그들은 한학에 이 화상의 혹인					
회사학원 중요한 공사원 속					
				네 이 보는 보고, 보존적 보다	

10.00%

FEE % =

EXHIBIT 10-H COST PROPOSAL

Specific Rate of Compensation (use for on-call or as-needed contracts)

(Construction Engineering and Inspection Contracts)

-

% or \$ increase for classifications only Not Applicable Not Applicable Hourly range CALCULATION INFORMATION 77.53 57.30 49.82 Actual or Avg. hourly rate³ 12/31/2018 12/31/2018 12/31/2018 Effective date of hourly rate 6/1/2014 6/1/2014 6/1/2014 From 135.54 235.66 OT(2x) NA 135.54 Hourly Billing Rates² 176.75 OT(1.5x) Y 135.54 117.83 183.39 Straight Name/Job Title/Classification1 Mick Barthalomew - Structure BILLING INFORMATION Mike Gilbert Lead Inspector Construction Manager Bridge Inspector* **Sepresentative**

Note:

June 20, 2013

^{1.} 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.

^{3.} For named employees enter the actual hourly rate. For classifications only, enter the average hourly rate for that classification.

Denote all employees subject to prevailing wage with an asterisks (*)

For "Other Direct Costs" listing, see page 2 of this Exhibit

					그는 호텔의 왕이다. 이 반
			· · ·	The same of the sa	
					늘은 경기로 경기를 가지 않다.
아는 그러워 하시나는 이					
	"我们的"。"我看到大家。""一样"				작곡하네이 다른 네트네
all the file of grant and	[- 세계의 하를 모든 경기 # # 1 +				
					눈하다는 시기의 남이 다꾸겠다
	- 15 - 15 - 15 - 15 - 15 - 15 - 15 - 15				
			•		그리다 얼마 얼마를 살았다.
					요 청년 회원 4층 : 이 네네
					그러도 이 얼마를 근처하다
					되는 레이지, 사사 그 하다
어린 시간 이번 시간 생각이다.					
				期間 网络马克斯纳	
					하고 된 호텔일 호로 이번호
	化压缩性 化自己流槽 医乳经乳剂				
				电放射 经数据等	유민이 가는 모습이 되었다.
					조선 발표를 하는데 이렇다
	레이팅 중에는 이번 이번 중요한다. 이번				
The state of the s	그는 그 보통하다 모하다 모수				환경하다 기계를 다시다.
					이번 아니라이 불어 하나 되었다.
					한테 얼룩이 되는 말하다
					하다라고 여러들이 다려왔다.
					지수는 기가는 기계의 이 기를
	요즘 그 이번 이번 사람이 시청하다				네일하다. 병생하다.
	어느 보고 하는데 시작하는 생각하다				밥 이글 삼말레이션이 이상.
	뭐이렇요! 이 그 생생은 얼마 이렇다.				일 교육, 유명하다 석
			학교 등급 경구함.		
					보고를 고려 차를 느랫걸
		Salar Sa			그러움들이 있는 그녀를 하나하셨다

5/28/2014

EXHIBIT 10-H COST PROPOSAL

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

Combined Indirect Cost Rate (ICR) % Date 150.00% General Administration % Contract No. Overhead % ECORP Consultant or Subconsultant Fringe Benefit % (= 0% if Included in OH)

(= 0% if Included in OH)

10.00%

FEE % =

- 40	
1,51	3.1
100	٠.
1111	•
97	Hourly range -
46.1	ĕ
1.0	2
	>
. T	Έ
100	ē
18.7	Ĭ
Z	_
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Tom Benson Project Manager Principle Investigator	S 154.99 NA		NA	6/1/2014	12/31/2018	\$ 56.36		Not Applicable
Siva Sivathasan Field Director Safety Officer	\$ 135,00	NA	NA	6/1/2014	12/31/2018	\$ 49.09		Not Applicable
Research Assistant	66.66	\$ 149.99	\$ 199.98	6/1/2014	12/31/2018	\$ 36.36		
Field Crew Supervisor	66'66	\$ 149.99	\$ 199.98	6/1/2014	12/31/2018	\$ 36.36		
Graphics/GIS Specialist	\$ 94.99	\$ 142.48	\$ 189.97	6/1/2014	12/31/2018	34.54		

^{1.} Names and classifications of consultant (key staff) team members must be listed. Provide sheets for prime and all subconsultant firms.

^{2.} Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Agreed upon billing rates are not adjustable for the term of the contract.

^{3.} 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

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^{1.} Names and classifications of consultant (key staff) team members must be listed. Provide sheets for prime and all subconsultant firms.

Note:

^{2.} Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Agreed upon billing rates are not adjustable for the term of the contract.

^{3.} For named employees enter the actual hourly rate. For classifications only, enter the average hourly rate for that classification.

Denote all employees subject to prevailing wage with an asterisks (*)

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Specific Rate of Compensation (use for on-call or as-needed contracts)

(Construction Engineering and Inspection Contracts)

Date Contract No. Leighton Group

General Administration %

(= 0% if Included in OH)

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Consultant or Subconsultant

FEE % =

10.00%

Combined Indirect Cost Rate (ICR) %

130.10%

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BILLINGINFORMATION	Name/Job Title/Classification Strai		Siva Sivathason Project Manager/SMR	Source Iffspector 1	Source Inspector 2	Laboratory Manager/QA

^{1.} Names and classifications of consultant (key staff) team members must be listed. Provide sheets for prime and all subconsultant firms.

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^{3.} For named employees enter the actual hourty rate. For classifications only, enter the average hourly rate for that classification.

Denote all employees subject to prevailing wage with an asterisks (*)

For "Other Direct Costs" listing, see page 2 of this Exhibit

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Specific Rate of Compensation (use for on-call or as-needed contracts)

(Construction Engineering and Inspection Contracts)

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FEE % =

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5/28/2014

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Clerical/Administrative Asst.	\$ 51.25	88 776 88	\$ 102.51	6/1/2014	12/31/2018	\$ 20.25		
Soils and AC Technician*	99.86	\$ 147.99	S 197.32	6/1/2014	12/31/2018	38.98		
Concrete Technician*	\$ 103.17	5 15475	\$ 206.34	6/1/2014	12/31/2018	s 40.76		

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[·] For "Other Direct Costs" listing, see page 2 of this Exhibit

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Specific Rate of Compensation (use for on-call or as-needed contracts)

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Noelle Afualo Public Relations Coordinator	\$ 170.12 NA	YN	NA.	6/1/2014	12/31/2018	89'99		Not Applicable
fin Brands Registered Landscape Architect	146.06	Y V	¥	6/1/2014	12/31/2018	\$ 57.25		Not Applicable
Landscape Inspector *	11871	\$ 178.06	\$ 237.42	6/1/2014	12/31/2018	\$ 46.53		

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^{2.} Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Agreed upon billing rates are not adjustable for the term of the contract.

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		다 그는 그림에 됐다.			
Walter Line and Market					용제 활보다 수익을 시하다
					, 그렇게 불쾌하는 사람이 되었다.
		and Armed Alexander			한 생활을 잃는 경고있다고 하여?
					지 않아 있는 그들은 이 없는 것은
		생동물에 이번들은 이동의			[경송][[경기 : 10 : 10 : 10 : 10 : 10 : 10 : 10 : 1
어디 생각 보다 시간 사람이					
	이 의 생물병에 가장 그 생각				불빛이 되어 가는 아들은 살이다.
					이번째[일본]
				저는다 시작에다	역 및 기를 발표하는 기술 때
			물레리 시민 이 이번 됐		
			사는 말은 회사는 말을 함		
	영화 중요한 사람들이 되었다.				
					회원들에게 다음 기념이 되었다.
					하다 이 하십었다. 이렇게 본다.
					요요 생각이 된 이 없는데 이번
	医双侧螺旋属 医前线性				
					가 있는데 이 취임 그런데 뭐
	교계는 항상 생산은 기계를				할 때 경우 내가, 요그리 날짜?
	계속이 사용하다 하는 것.				학생 시간 하루 있는 그 없는
					문화 경찰의 병원실환은 기억과
			しきょしん とう 乱げ		원리 보는 이렇는데 시계를 꾸
			그리는 이번 이 하셨다. 이 이상품		그렇다 그 하다 있다. 그 하나 다
	기계를 잃는 그릇이 함께 했다.		경영의 리디지(기술사) 그리는		
					나는 사람들이 많아
	医甲基基氏 化二氯甲基苯酚 医二甲二		and the state of t		

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EXHIBIT 10-H COST PROPOSAL

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

5/28/2014	Combined Indirect Cost Rate (ICR) %		10.00%
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COL	Fringe Benefit %	% if Included in OF	
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BILLING INFORMATION				0	CALCULATION INFORMATION	FORMATION		
Name/Job Title/Classification ¹	Hourly Billing Rates ² Straight OT(1.5x)	tes ² OT(2x)	Effective date of hourly rate From To	of hourly rate To	Actual or Avg. hourly rate ³	% or \$ increase Hourly range - for classification	Hourly range - for classifications only	
Public Works Coordinator	0.25 NA	*	6/1/2014	12/31/2018	\$ 140.25		Not Applicable	
Public Relations Assistant	\$ 68.75 NA	NA	6/1/2014	12/31/2018	\$ 25.00		Not Applicable	
Senior Graphic and Web Technician	\$ 110.00 NA	YN	6/1/2014	12/31/2018	\$ 40.00			
Graphic and Web Technician	\$ 82,50 NA	NA	6/1/2014	12/31/2018	30.00			

¹ Names and classifications of consultant (key staff) team members must be listed. Provide sheets for prime and all subconsultant firms.

^{2.} Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Agreed upon billing rates are not adjustable for the term of the contract.

^{3.} 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

			en e				
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				그리고 필요 왕은 그리는 양성은			
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						레일본 바다를	
		된 사용하는 하상,		en e			
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				그는 회에 열리는 지원을 모았다.			
						요즘 가게 없었다.	
				요. 교회 (의 경기 등의 기능 등급)			
				하다 아이들은 선생님은 이번 이번 사람이다.			
				원리 사람이 되었다. 그렇게 맛있다			
1. 1. 1.						레이 교육들이 불다던	
				그것 동안되는데 기름없다			
			그리고 있는 이 그리고 함께 가능해			And the second	
				교회 말한 스케팅 되었다. 중요점			
			강에 전통 옮기 하는 혹시는데				

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

5/28/2014	.R) %	10.00%					
5/28	Combined Indirect Cost Rate (ICR) %						
	direct Co			ons only)e	
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Date	3		NOI	ease for	N	S. S	
		FEE % =	CALCULATION INFORMATION	% or \$ increase Hourly range - for classifications only			
			ION IN		28.00	55.00	
	146.00%		LCULAT	Actual or Avg. hourly rate ³			
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	ı			Effective date of hourly rate From To	12/31/2018	12/31/2018	
 ဦ	% uoi			e date of l			
Contract No.	General Administration %			Effectiv From	6/1/2014	6/1/2014	
Î	neral Ad						
	క			OT(2x)	313.90	297.66	
	+			Hourly Billing Rates ² OT(1.5x)	235.42	223.25	
	.			fourly Bill OT(1			
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SI	Overhead % if Included in			Straight			
DESI					•		
TE TE			ION	Name/Job Title/Classification ¹			
bconsult	efit %		RMAT	tle/Class	Inspecto	e Office	
Consultant or Subconsultant	Fringe Benefit % = 0% if Included in OH)		HELING INFORMATION	e/Job Ti	enior Electrical Inspector*	abor Compliance Officer	
onsulta	Frii = 0% if }		ILLIN	N N	enior E	apor C	

^{1.} Names and classifications of consultant (key staff) team members must be listed. Provide sheets for prime and all subconsultant firms.

^{2.} Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Agreed upon billing rates are not adjustable for the term of the contract.

3. For named employees enter the actual hourly rate. For classifications only, enter the average hourly rate for that classification.

			Historia (1941)	
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				그렇다 그 양하는 사람이 없다.
				영화 보이 될 수 없었다. 그를 모든데
				잃다. 그런 그 중에 그렇게 하다
				[[] 40 동네 되는 [전 물리 기반 후
				경 공기 교통관계 이 지역의
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	er ger i light is to be the control			그 그렇게 그렇게 되는 것이 생각하는
	en la companya di kacamatan ka			
				그리면 그 얼마 얼마 그 말았다.
				그렇게 되는 그렇게 되지 않아요?
				등 하시겠다. 나타가 나라 되었다.
어느 사람들은 사람들이 다른 사람들이 되었다.				이 기계 되고 있습니다. 그런 가는 것 같
				보는 이 그런 이렇게 함께 하다.
				그리다 이 글로 뭐 하는 뭐요?
				요 하루 나를 바다가 하셨다.
		도면도 하는 그 그는 것이 가는 가게 하다.		조선 선생님 전기를 가지 않는 그는 사람
				하는데 열 그는 그들은 그 그 생활
		기가 가는 사람들이 살았다		
				되어요 화물에 얼마 연안하다.
				그렇게 되게 하는 그리다리 모르고 있었
				이어 그 혹이는 화이다고 된 이다
				가 하는 생산물 하는 것이 없다.
		그렇게 많는 사람들 때 활성하다		
		경기를 열으려고 나를 즐겁니다.		
				소리의 전화학교 등 보고하다.
				레이 이 집에 나를 다 하는데 하는데 나를
		경토하기 불명하고 하이 없는 어린 모르		오늘만 할 때가는 가장 이 건물의
				그리트 그들은 사람들이 가지 않는 생물
		그림, 네트리트 이 불어보고 있다.		
				三字 哲划 医阴茎 医阴下室 维维
				그는 말이 되지 않는 장이 된 사람들이다.
		이상 하시 그 그 그는 생활	Talker and the particular	
				가는 그렇게 되고 하는 말다
				기계를 하는 그 방교는 그리를
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				시 이 사이 시민들을 만나면서 하다 다.
and the second of the second o		그렇는 계속하면서 그 하는 하는		
				마음이 한 사람이 왜 그리고 뭐
				그림으로의 이 관계으로 맞는다
				생활 교육적이 날아를 다 다 있다.
				사용장실 휴가 및 현업회 : 제공)
				사람들이 하고 생각을 함께서 하다
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		문화되는 사람들은 그 바람들은 책임이		
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Specific Rate of Compensation (use for on-call or as-needed contracts)

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	(Construction Engineering and Inspection Contracts)		

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CALCULATION INFORMATION BILLING INFORMATION

Name/Job Title/Classification		Hourly Billing Rates		Effective date of hourly rate	of hourly rate		% or \$ increase Hourly range -	
	Straight	OT(1.5x)	OT(2x)	From	To	hourly rate ³	for classifications only	
Survey Manager	S 177.32	NA	ΨN	6/1/2014	12/31/2018	\$ 62.00	Not Applicable	
Senior Survey Analyst	\$ 145.86	NA N	X	6/1/2014	12/31/2018	2 21.00	Not Applicable	
Survey Analyst	3 122.98	184.47	\$ 245.96	6/1/2014	1 <u>273</u> 1/2018	\$ 43.00		
Project Coordinator	80'08	\$ 120.12	\$ 160.16	6/1/2014	12/31/2018	\$ 28.00		
Licensed Surveyor (Party Chief)*	8 134,02	\$ 201.03	\$ 268.04	6/1/2014	12/31/2018	\$ 46.86		

^{1.} Names and classifications of consultant (key staff) team members must be listed. Provide sheets for prime and all subconsultant firms.

^{2.} Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Agreed upon billing rates are not adjustable for the term of the contract.

^{3.} For named employees enter the actual hourly rate. For classifications only, enter the average bourly rate for that classification.

Denote all employees subject to prevailing wage with an asterisks (*)

For "Other Direct Costs" listing, see page 2 of this Exhibit

		그리면 하기 이 기계를 하고 있다. 그 그렇다
	Table 1 Table 1 Table 2 Tabl	
		이 불편을 하는 사람들이 모습을 받았다.
		그리는 설문에 되었다. 그는 이 모양을
		아이들에 가게 가지지 않는 얼마나 되었다.
		는 이번 수 없는 바람들이 많다는 일종
"全"的"我们是一个人"的"Exact And		
		그 그 문화 계를 무슨는 말해갈다 때 10년 개호없는데
		이 하나도 나타가 좋아하는 것이다. 그 유
싫어 없는 네가 동안 이야네는 이 선생님은 아니다 이번 때		
		원 이 그는 항상 전에 가장하면서, 것을 가장 맞았다.
		저 그렇게 하는 사람들이 불렀다는 목표였다.
	경계 등 당한다는 그리는 다니다.	计图点连续输出 化自用压力等 化硫酸盐 医磷酸
		나를 잃었다면 그 얼굴을 들어 중 있을까지 했다.
그는 가는 아름다면 되었다는 것 살려면 되는		
		요즘. 이 도로 다양 중 조랑 없는데 일종종
기가이는데 그런 그리는데 절하는 단절은 모든 때마다는		
		그런 전체가 적하셨다. 그런 그는 네트 전환
		그녀는 기계 가는 사람들이 걸려 가면 가는 가고 가는 다른 것이다.
		연기를 하지 않는 생생 사용한 하다 모든 것 같다.
민들이 경우 열심이 된 것들이 이 바송에서 나온다는	리스 함께 그리는 점점이 그는 사람 중국	일시원주요의 다양하는 없이 외국 회사는
		마리된 (1 H. H. H. L. A. S.) 및 세계 (1 H.
기가 가면 하는 생물에 됐습니 첫 중인단, 상실 하늘이는		
	电影点计划的复数形式 医多种阴茎的 医多皮囊	그나면도 안이 작가를 하는 물 눈됐다. 그 결숙
		네트 Berth 이 경기 (역원원 등록, 2011년)
		많이 되었다면 화가락한다면 5호 시간다.
		원보관 전 취하는 모델은 그는 당하다
		교리의 시간 기회 원리통의 방마는 등 본 병
		그리다 그 그들이 일반하다고 된 그리는 141
		그리는 장도로 작 됐는 얼룩 가장 계상 다 했다.
기술을 하는 원인 공연들이 관련된 원고 관리하는 것은		[레마스 : 사진] 하나 하는 환경을 받으면 그렇게
		의 시간 이 시나는 이 맛졌다고 그렇게 됐다면
		그 회사 나는 사람들은 경험 기계를 다 다 했다고?
	그 현황하는 말한 건 생생하는 그 바다일었다.	
		포르트 목소 인물은 그런 학교의 학범
	그녀의 정기 그리다는 얼굴을 하실 않았다.	기가 많이 가득하게 보면 가득했다면 그는 그 때문에
	그리 어린다는 왕이 만든다는데 살다	아이들 바이들의, 일하다면 하루아 나는 일반당
	그리 작은 살림을 했다면 하셨다면 보이라였다.	되었다. 네트네 마루만 맛요즘 된 것 않아 함
이 그 그 그 전에 가를 가는 그래나를 가 먹다.	물건들하다 집 이 사람들이 들려 그래	경하면 내려가는 병교 내면 전 교육을 잃고 있다.
	그 한 장에 가는 속 함께 그게 그렇는데	집은 나는 것이 그렇게 되는 얼마에 가지를 다
		하는데 잃었다는 1110년에 전로하는 경우를
그 이번 경기는 지나는 사람이 가장 생각을 통해 가는 때	그렇게게 하지 않는데 어느 뭐요?	
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그러움이 이 집에 내는 이 학생들이 가장하는 것이 하다니다.		
(本語) 이 하는 기가 조율하다면 나는 안하고 있는 환하는	사사들은 하는 경우 생기는 유선은 화장되었다.	
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여기 시작 내가 전환 일은 상점을 즐겁는 것이다.	실어들이 기계가 나는 그들은 모양한	
		리고 아이 많은 아이라면 생활되고 한 나는 이렇
하다는 이 이번 시간 사람들의 하면 생활하는 것은 생각하는		나는 모든 점점 이 사람들은 사람들이 되었다.
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	경설 ¹ 경우 : 그는 사람이 있는 다 하는 보다.	
		그림에 바다가 없다면 어떻게 다니다.
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Specific Rate of Compensation (use for on-call or as-needed contracts)

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^{1.} Names and classifications of consultant (key staff) team members must be listed. Provide sheets for prime and all subconsultant firms.

^{2.} Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Agreed upon billing rates are not adjustable for the term of the contract.

^{3.} For named employees enter the actual hourly rate. For classifications only, enter the average hourly rate for that classification.

Denote all employees subject to prevailing wage with an asterisks (*)

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EXHIBIT 10-H COST PROPOSAL

Specific Rate of Compensation (use for on-call or as-needed contracts)

(Construction Engineering and Inspection Contracts)

Contract

Consultant or Subconsultant DHS Consulting

Date 5/28/2014

				SCHEDULE OF OTHER DIRECT COST ITEMS	HER DI	RECT COST	r items				
	DHS Co	DHS Consulting		LAL	Lin Inte	TY Lin International			Green Com	om	
DESCRIPTION OF ITEMS	UNIT	UNIT	TOTAL	DESCRIPTION OF ITEMS	UNIT	UNIT	TOTAL	DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL
Vehicle/monthly	58	58 \$ 1,300.00	\$ 75,400.00 Vehicle/r	Vehicle/monthly	95	\$ 1,300.00	\$ 65,000.00	65,000.00 Web Graphics		Actual	\$ 7,500.00
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PRIN	TE TOT	PRIME TOTAL ODCs =	\$75,400.00	SUBCONSULTANT #1 ODCs =	TANT#	1 ODCs =	\$65,000.00	SUBCONSULTANT #2 ODCs =	ANT #2	ODCs =	\$7,500.00

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).
 - Trems and as about the contract of the contrac
- 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. 6.
- 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. ∞i

LPP 13-01

EXHIBIT 10-H COST PROPOSAL

Specific Rate of Compensation (use for on-call or as-needed contracts)

(Construction Engineering and Inspection Contracts)

Contract

Consultant or Subconsultant DHS Consulting

Date 5/28/2014

\$ 140,000.00 50,000.00 \$190,000.00 TOTAL 69 SUBCONSULTANT #5 ODCs = COST LINS Leighton UNIT **DESCRIPTION OF** Source Inspection (see attached Material Testing breakdown) ITEMS 5,000.00 8,418.50 \$13,418.50 TOTAL SCHEDULE OF OTHER DIRECT COST ITEMS SUBCONSULTANT #4 ODCs = 0.57 \$2,500.00 COST UNIT DEA 14900 UNIT **DESCRIPTION OF ITEMS** Map Checking **Fravel** 3,130.00 1,000.00 2,000.00 \$6,130.00 TOTAL 69 69 ↔ SUBCONSULTANT #3 ODCs = 8.47 COST Actual Actual Simon Wong UNIT **DESCRIPTION OF** Stationary/Supplies PR Paraphernalia **ITEMS** /ehicle/hour

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. 9
- 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 ∞i

LPP 13-01

BREAKDOWN OF ESTIMATED FEES

GEOTECHNICAL AND MATERIAL LABORATORY TESTING DURING CONSTRUCTION

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## 120 ## 25 ## 250 ##	Cast-In-Drilled-Hole (CIDH) pile gamma-gamma testing (CTM 233, roughly \$6/foot)		9	•
456 \$85 33 \$135 95 \$250 10 \$200 10 \$200 1235) 10 \$215 10 \$215 10 \$215 10 \$215 10 \$215 10 \$215 10 \$215 10 \$215 10 \$215 10 \$215 11 \$200 11 \$200 12 \$200 13 \$220 14 \$220 15 \$220 16 \$220 17 \$220 18 \$220 19 \$220 10 \$220 11 \$220 12 \$220 13 \$220 14 \$220 15 \$220	Concrete cylinder compression tests (9,000 cubic-yards)	82	\$25	\$18,000
33 \$135 95 \$250 10 \$250 10 \$250 20 \$210 20 \$210 20 \$125 8) \$1125 8) \$1125 9 \$1125 9 \$1125 9 \$1125 9 \$1125 9 \$1125 15 \$245 15 \$200 15 \$285	Texural strength of concrete (CTM 523)	994	\$65	\$29,250
95 \$250 10 \$200 10 \$200 20 \$210 20 \$210 20 \$210 20 \$210 20 \$210 20 \$210 20 \$210 20 \$210 20 \$210 20 \$210 20 \$210 20 \$125 20 \$125 20 \$125 20 \$125 20 \$125 20 \$125 20 \$125 20 \$125 20 \$125 21 \$220 21 \$220 22 \$220 23 \$220 24 \$220 25 \$220 26 \$220	Aggregate and soil sieve analyses (CTM 201 and 202)	33	\$135	\$4,455
10 \$200 1 (10 \$250 1 (Catrans wet density compaction curves (CTM 216)	96	\$250	\$23,750
11) Loven (percent asphalt and gradation) Loven (percent asphalt and g	A Rattler - small coarse aggregate (CTM 211)	•	\$200	\$2,000
20 \$200 227) gate (CTM 235) 6 \$215 6 \$175 80) 6) 6) 6) 6) 6) 6) 6) 6) 6) 720 721 721 722 723 723 723 723 723 724 725 726 727 727 727 727 727 727 727 727 727			\$250	\$2,500
gate (CTM 235) gate (CTM 235) 10 \$215 5 \$135 06) 6 \$175 10 \$215 115 115 115 115 115 115 115	(ggregate Durability Index (DI, CTM 229, June 2011 Version)	8	\$200	27,000
gate (CTM 235) 10 \$215 5 135 06) 6 \$175 06) 6 \$175 06) 6 \$175 06) 100 100 100 100 100 100 100 100 100 10	Meanness Value of coarse aggregate (OTM 227)	8	\$210	\$4,200
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06) dium sulfate) 5 \$125 dium sulfate) 20 \$105 uble sulfate and chloride) 5 \$245 301) 5 \$310 10 oven (percent asphalt and gradation) 115 \$200 115 \$130	Vay Limps and friable particles	•	\$175	\$875
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diturn sulfaite) 20 \$105 20 \$105 301) 5 \$245 301) 6 \$310 10 oven (percent asphalt and gradation) 115 \$200 115 \$200	Specific Gravity - fine aggregate (CTM 207)	v	\$125	\$625
vity, soluble sulfate and chloride) 5, CTM 301) 6, S310 6, S310 15, \$200 16 specific gravity 15, \$130 15, \$285	Soundhess of aggregate (CTM 214, with sodium sulfate)		\$650	\$3,250
vity, soluble sulfate and chloride) 5 \$245 7, CTM 301) 6 sait 6 fightion oven (percent asphalt and gradation) 7 sait	Sand Equivalent (SE, CTM 217)	8	\$105	\$2,100
t, CTM 301) ignition oven (percent asphalt and gradation) d specific gravity 15 \$130	Corrosion suite (pH, minimum resistivity, soluble sulfate and chloride)	40	\$245	\$1,225
ignition oven (percent asphalt and gradation) 15 \$200 15 \$130 15 \$285	R-value (untreated subgrade or base, CTM 301)	le)	\$310	\$1,550
nd specific gravity 15 \$130		9	\$200	\$3,000
12 ************************************	-IMA theoretical maximum density and specific gravity	4	\$130	\$1,950
# 1000 M 2000	MA Stabiliometer Value (CTM 388)	2	\$265	\$3,975
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Total Estimate

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6/5/2014, TE13-111 RCTD - Newport Road I-215 - Source Inspection Testing Breakdown.xlsx

\$4,000 \$5,000 \$4,500 \$2,000 \$4,000 \$4,000 \$3,500 \$4,500 \$3,500 \$50,000 \$5,000 \$ 10,000 SOURCE INSPECTION MATERIALS LABORATORY TESTING Budget SOURCE INSPECTION LABORATORY TESTING ESTIMATE SUM: Prestressing components (bridge, one supplier) Bridge elastomeric bearing pads (one supplier) Reinforced concrete pipe (RCP, one supplier) Concrete masonry units (CMU, one supplier) Source Inspection Component Testing Sign truss steel fabrication (one supplier) Rebar couplers (bridge, one supplier) Structural nuts and bolts (signs, etc.) Headed rebar (bridge, one supplier) Electrical and electronics items Tie-back components Joint seal material

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Appendix C

Exhibits Required for Federal Funding

EXHIBIT 10-F CERTIFICATION OF CONSULTANT, COMMISSIONS & FEES

I HEREBY CERTIFY that I am the Vice President	, and duly authorized
representative of the firm of DHS Consulting, Inc.	, whose address is
2000 East 4th Street, Suite 320, Santa Ana, CA 92705	, 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.

5/28/14	
(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	%
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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-O1 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-O2 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.

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-O1 CONSULTANT PROPOSAL DBE COMMITMENT

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

Local Agency Name:Riverside Coun	ty Transportation Department		
2. Project Location:Interstate 215 at	nd Newport Road (0.6 Mile South to 0.	6 Mile North of Newport Ro	ad OC)
3. Project Description: _Construct Improveme	nts to Interstate 215/Newport Road Int	erchange in the City of Meni	fee
4. Consultant Name:DHS Consulting, Inc	•	e e e e e e e e e e e e e e e e e e e	
5. Contract DBE Goal %:0	<u>-</u>		
	DBE Commitment Informat	ion	
6. Description of Services to be Provided	7. DBE Firm Contact Information	8. DBE Cert. Number	9. DBE %
Contract Admin and Inspection Services	DHS Consulting Melanie Estes, 619.565.5362	40970	44.6
Electrical Inspection and Labor Compliance	Dynamic Engineering Services Chia Chi Wang, 951.471.8890	39638	3
	againing of the same of the sa		
16. Local Agency Contract Number:			
17. Federal-aid Project Number:	· .	_	
18. Proposed Contract Execution Date:		- mylind	<u> </u>
Local Agency certifies that all DBE certifing information on this form is complete and a		11. Preparer's Signature Melanie Estes 12. Preparer's Name (Print	
19. Local Agency Representative Name (Print)		Vice President 13. Preparer's Title	,
20. Local Agency Representative Signature	21. Date	_5/28/13(619)56: 14. Date	5 5362 Area Code) Tel. No.
22. Local Agency Representative Title	23. (Area Code) Tel. No.		1

Distribution:

- Original Consultant submits to local agency with proposal
 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-O2 CONSULTANT CONTRACT DBE INFORMATION

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

	Consultant to Generalete this Sec	rtion?	
1. Local Agency Name:Riverside Coun	ty Transportation Department		
2. Project Location: Interstate 215 and	Newport Road (0.6 Mile South to 0.6 Mile	North of Newport Road OC)
3. Project Description: _ Construct Improv	ements to Interstate 215/Newport Road Inter	rchange in the City of Menia	fee
4. Total Contract Award Amount: \$ 3,893,	360		
5. Consultant Name: _DHS Consulting, In-	c.		
6. Contract DBE Goal %:0			
7. Total Dollar Amount for all Subconsulta	unts: \$2,160,145		
8. Total Number of <u>all</u> Subconsultants:			
	Award DBE/DBE Information	n	**************************************
9. Description of Services to be Provided	10. DBE/DBE Firm Contact Information	11. DBE Cert. Number	12. DBE Dollar Amount
Contract Admin and Inspection Services	DHS Consulting Melanie Estes, 619,565,5362	40970	\$1,733,215
Electrical Inspection and Labor Compliance	Dynamic Engineering Services Chia Chi Wang, 951.471.8890	39638	\$120,687
1 SZECT PRIP	CHE LEST 12 THE TRANSPORTED AND ADDRESS OF THE STATE OF T	Maria Ma	
	emplete Corollicol Table		
20. Local Agency Contract Number:			
21. Federal-aid Project Number:			
22. Contract Execution Date:		Associated	and the second
Local Agency certifies that all DBE ce information on this form is complete as	rtifications are valid and the		
**************************************			4.0
23. Local Agency Representative Name (Print)			
24. Local Agency Representative Signature	25. Date	2000	
26. Local Agency Representative Title	27. (Area Code) Tel. No.	15. Preparer's Signature	
		Melanie Estes 16. Preparer's Name (Print)	
		Vice President	
Caltrans District Local Assistance Eng	inger (DI AE) certifies that this form	17. Preparer's Title	
has been reviewed for completeness:	meer (DLAE) cerumes that this form		565 5362
		18. Date 19. (A	area Code) Tel. No.
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 <u>all subconsultants</u> Enter the total number of all subcontracted consultants. SUM = (DBE's + all Non-DBE's). Do <u>not</u> 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 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.

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action: 2. Status of F	ederal Action: 3. Report Type:
a. contract b. grant c. cooperative agreement a. bid/offer/ag b. initial awar c. post-award	d b. material change
d. loan e. loan guarantee f. loan insurance DHS has no lobbying act disclose.	For Material Change Only: year quarter date of last report
4. Name and Address of Reporting Entity Prime Subawardee Tier, if known	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
Congressional District, if known	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. Name and Address of Lobby Entity (If individual, last name, first name, MI) (attach Continuation S	11. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI) Sheet(s) if necessary)
12. Amount of Payment (check all that apply) \$ actual planned 13. Form of Payment (check all that apply): a. cash b. in-kind; specify: nature Value	14. Type of Payment (check all that apply) a. retainer b. one-time fee c. commission d. contingent fee e deferred f. other, specify
15. Brief Description of Services Performed or to be peofficer(s), employee(s), or member(s) contacted, for	Payment Indicated in Item 11:
	ONE
16. Continuation Sheet(s) attached: Yes 17. 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.	No Signature: Print Name: Melanie Estes Title: Vice President Telephone No.: 619 565 5362 Date: 5/28/14
	Authorized for Local Reproduction
Federal Use Only:	Standard Form - LLL

Distribution: Orig-Local Agency Project Files

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 (Ml).
- 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

Feder	al-aid Project No.	NA	Bid	Opening Date	9-11-13	
The _		Riverside The information	established a Disadva provided herein shows t			oal of
good : Commaward	faith efforts. Bidd nitment" form ind I of the contract if	ers should submit icates that the bidd the administering	idders shall submit the f the following information der has met the DBE good agency determines that d at bid opening, or the l	on even if the "I al. This will prot the bidder failed	Local Agency Bidder tect the bidder's eligible to meet the goal for	DBE bility for
		Local Agency Bide quate good faith e	der DBE Commitment" fforts were made.	form may not pi	rovide sufficient docu	mentation
The for		e listed in the Secti	ion entitled "Submissior	of DBE Comm	nitment" of the Specia	.1
Α			ublication in which a r se attach copies of adv			
	Publi	cations	•	Dates of A	Advertisement	
	NA	- A goal of	0% was establi	shed		
В	the dates and	methods used for BEs were interes	n notices sent to certific following up initial so sted (please attach copi	olicitations to o	letermine with certa	inty
	Names of D	BEs Solicited	Date of Initial Solicitation	Follow Up	Methods and Dates	S
	N/A					
	**************************************		Machine -			
					AND AND THE STATE OF THE STATE	

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	
	N/A					
_						
D.	The names, addresses and phrejection of the DBEs, the firms involved), and the price	rms selected for that we be difference for each D	ork (please attach BE if the selected	copies of quo	otes from the DBE:	
	Names, addresses and phone of the DBEs: N/A	numbers of rejected D	BEs and the reason	ons for the bio	Ider's rejection	
	Names, addresses and phone N/A	numbers of firms selection	cted 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:					
	N/A				 	

N/A	· · · · · · · · · · · · · · · · · · ·			
				. "
recruiting and using DBE firms (ple received, i.e., lists, Internet page do	ease attach copies of requ	-	sistance in contac ncies and any resp	•
	ease attach copies of requ	ests to ager		•
Name of Agency/Organization	ease attach copies of requownload, etc.):	ests to ager	ncies and any resp	•
received, i.e., lists, Internet page do	ease attach copies of requownload, etc.):	ests to ager	ncies and any resp	•
Name of Agency/Organization N/A	ease attach copies of requownload, etc.): Method/Date of Cont	ests to ager	Results	oonse
Name of Agency/Organization	ease attach copies of requownload, etc.): Method/Date of Cont	ests to ager	Results	onse

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

STATI FINA	STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES	ATION OF	F DISADVANTAG	ED BUSI	VESS ENT	ERPRISES				-	
(DBI	(DBE), FIRST-TIER SUBCONTRACTORS	3CONTR	ACTORS				For individual call (916) 654 MS-89. Sacra	s with sensory disabilities, # -6410 or TDD (916) 654-38¢ mento. CA 95814	ADA Notice is document is available is or write Records and F	ADA Notice call formation disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3860 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento. CA 95814	8 0
CEM-2	CEM-2402F (REV 02/2008)						· · · · · · · · · · · · · · · · · · ·				
CONT	CONTRACT NUMBER	COUNTY	ROUTE	POST MILES		FEDERAL AID PROJECT NO.		ADMINISTERING AGENCY	CONTI	CONTRACT COMPLETION DATE	ш
PRIME	PRIME CONTRACTOR			BUSINESS ADDRESS	DDRESS				ESTIMATED CON	ESTIMATED CONTRACT AMOUNT \$	1
	DESCRIPTION OF					CONTI	CONTRACT PAYMENTS				1
Ę≅Ś	WORK PERFORMED AND MATERIAL PROVIDED	COMP	COMPANY NAME AND BUSINESS ADDRESS	DBE CERT.	NON-DBE	DBE	DATE WORK COMPLETE		DATE OF FINAL PAYMENT	. PAYMENT	1
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ORIGI	ORIGINAL COMMITMENT										1
(A	L			TOTAL	€9	\$				-	- 1
List all of work)	UBE. 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.	rantaged Busine I at time of awar	ss Enterprises (DBEs) regar d, provide comments on bac	dless of tier, whe k of form. List ac	ther or not the firn tual amount paid (ms were originally list to each entity.	ed for goal credit. If ac	tual DBE utilization (or item			
CONT	CONTRACTOR REPRESENTATIVE'S	E'S	5	ERTIFY THAT	THE ABOVE IN	IFORMATION IS C	CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT	JRRECT			
SIGNA	TURE						BUSINESS	BUSINESS PHONE NUMBER		DATE	I
			TO THE BEST OF MY	INFORMATIO	IN AND BELIEF	F, THE ABOVE INF	ORMATION IS CO	MY INFORMATION AND BELIEF, THE ABOVE INFORMATION IS COMPLETE AND CORRECT	ст		1
RESII	RESIDENT ENGINEER'S SIGNATURE	VATURE					BUSINESS	BUSINESS PHONE NUMBER		DATE	
Copy Di	Copy Distribution-Caltrans contracts:		Original - District Construction	ruction	Copy-	Copy- Business Enterprise Program	ıgram	Copy- Contractor	Copy Resident Engineer	gineer	1
Copy D	Copy Distribution-Local Agency contracts:		Original - District Local Assistance Engineer (submitted with the Report of Expenditure	Assistance Engine		Copy- District Local Assistance Engineer	ce Engineer	Copy- Local Agency file			

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.

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July 1, 2012

LPP 09-02

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

- 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.
- 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.

DHS	Consulting,	Inc.
Name	of Firm	
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Signat	ure	
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Date	<u> </u>	