



**San Gabriel Valley Council of Governments**  
**SPECIAL AGENDA AND NOTICE OF THE MEETING**  
**OF THE CAPITAL PROJECTS AND CONSTRUCTION COMMITTEE**  
**Monday, April 27, 2020 – 12:00PM**  
**Teleconference Meeting**  
**Livestream is available at: [theaceproject.org](http://theaceproject.org)**

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**MEETING MODIFICATIONS DUE TO THE STATE AND LOCAL STATE OF EMERGENCY RESULTING FROM THE THREAT OF COVID-19:** On March 17, 2020, Governor Gavin Newsom issued Executive Order N-29-20 authorizing a local legislative body to hold public meetings via teleconferencing and allows for members of the public to observe and address the meeting telephonically or electronically to promote social distancing due to the state and local State of Emergency resulting from the threat of the Novel Coronavirus (COVID-19).

To follow the new Order issued by the Governor and ensure the safety of Board Members and staff for the purpose of limiting the risk of COVID-19, in-person public participation at the Special Capital Projects and Construction Committee meeting scheduled for April 27, 2020 at 12:00PM will be not be allowed. Members of the public may view the meeting live on the ACE Project website. To access the meeting video, log onto [www.theaceproject.org](http://www.theaceproject.org), and meeting links to watch the meeting live.

Public comments can be submitted electronically by emailing [dstanley@sgvcog.org](mailto:dstanley@sgvcog.org) at least one (1) hour prior to the scheduled meeting time. Please include the wording “Public Comment” into the subject section of your email. Emailed public comments will be read into the record. If you wish to comment on a specific agenda item, please identify the item in your email. General public comments will be addressed during the general public comment item on the agenda.

Any member of the public requiring a reasonable accommodation to participate in this meeting should contact Deanna Stanley at least 48 hours prior to the meeting at [dstanley@sgvcog.org](mailto:dstanley@sgvcog.org).

The SGVCOG’s Capital Project and Construction Committee consists of five (5) regional districts; Northeast, Southeast, Central, Southwest, Northwest, the County of Los Angeles and the San Gabriel Valley Council of Governments. Members of the former Alameda Corridor-East Construction Authority (ACE) Board shall maintain a seat on the Committee unless or until completion of all ACE Project(s) in their respective cities. Each member or alternate shall have one vote. A quorum is 50% of its membership. Action taken by the Committee shall be by simple majority of the members present. All disclosable public records related to this meeting are available at [www.theaceproject.org](http://www.theaceproject.org) and viewing at the Rivergrade Road office during normal business hours.

- I. Pledge of Allegiance
- II. Roll Call and Introductions
- III. Public Comment
- IV. Approval of Capital Projects and Construction Pages 1 – 7 Action Committee Meeting Minutes of January 27, 2020



In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the SGVCOG office at (626) 457-1800. Notification 48 hours prior to the meeting will enable the SGVCOG to make reasonable arrangement to ensure accessibility to this meeting.



- |       |   |                 |  |
|-------|---|-----------------|--|
| V.    | Approval of Capital Projects and Construction Committee Meeting Minutes of February 24, 2020  | Page 8          | Action   |
| VI.   | Chairman’s Remarks  |                 |  |
| VII.  | Member Comments   |                 |  |
| VIII. | Chief Engineers Monthly Report  | Pages 9 – 11    | Information  |
| IX.   | Approval of Construction Management Services Contract with Ghirardelli Associates, Inc. and Task Orders 1 and 2 for the At-Grade Crossing Safety Improvement Project in Pomona and Montebello   | Pages 12 – 127  | Action   |
| X.    | Approval of Selection of AECOM for Construction Management Services the Montebello Blvd. Grade Separation and Maple Avenue Pedestrian Bridge Project and approval of Task Orders 1 and 2  | Pages 128 – 246 | Action   |
| XI.   | Approval of Selection of Award and issuance of Task Order No. 1 for Right-of-Way Services to Paragon Partners, LTD for the 57/60 Confluence Project   | Pages 247 – 280 | Action   |
| XII.  | Approval of First Amendment to Fiscal Year ‘20 Annual Task Order No. 2 with Burke, Williams & Sorensen for Property Acquisition Legal Services for the Montebello Blvd., Fullerton Rd., and Durfee Ave. Grade Separation Projects   | Pages 281 – 287 | Action   |
| XIII. | Approval of a Waterline Relocation Agreement with Montebello Land and Water Company for the Montebello Boulevard Grade Separation Project   | Pages 288 – 295 | Action   |
| XIV.  | Approval of an amendment to Fiscal Year 20 Annual Task Order No. 4 to Agreement No. 13-01A with HDR for right of way acquisition and property management services for the Turnbull Canyon Road Grade Separation Project   | Pages 296 – 299 | Action   |
| XV.   | The Committee will adjourn to Closed Session in accordance with Government Code Section 54956.9 to discuss:<br><br>Conference with legal counsel regarding anticipated litigation (one case) and<br><br>Conference with Real Property Negotiators (two cases)<br><br>Property Address: 19782 E Walnut Drive North, Industry, CA |                 | Possible<br>Action<br><br><br><br><br>Possible<br>Action |



If you would like to receive the Capital Projects and Construction Committee agenda electronically, please email Amy Gilbert at [ahanson@sgvcog.org](mailto:ahanson@sgvcog.org)

Agency Negotiator: Mark Christoffels, Chief Engineer, Cynthia Marian, legal counsel  
Negotiating Parties: SGVCOG and Oyama, Senior Classic Leasing/Carl's Jr.  
Under Negotiation: Price and terms of payment

Property Address: 1010 Fairway Drive, Industry CA  
Agency Negotiator: Mark Christoffels, Chief Engineer, Cynthia Marian, legal counsel  
Negotiating Parties: SGVCOG and Essick/Ringe/Tuttle/Kaykel Investment Properties  
Under Negotiation: Price and terms of payment

Possible  
Action

XVI. Adjournment

Action





## SGVCOG Capital Projects & Construction Committee Unapproved Minutes

### Call to Order

Chairman Sandoval called the meeting of the San Gabriel Valley Capital Projects and Construction Committee to order at 12:01PM at the West Covina City Hall Room 314.

**1. Pledge of Allegiance** - Member Solis led the pledge of allegiance.

### 2. Roll Call

A quorum was in attendance.

#### Present:

Tim Sandoval, Chair, Pomona  
Nancy Lyons, Vice Chair, Diamond Bar  
Becky Shevlin, Monrovia  
Cory Moss, Industry  
Cynthia Sternquist, Temple City  
Tim Hepburn, La Verne  
Hilda Solis, LA County Board of Supervisors  
Jack Hadjinian, Montebello

#### Absent:

Diana Mahmud, So. Pasadena

#### Staff:

Mark Christoffels, Chief Engineer  
David DeBerry, legal counsel, Woodruff, Spradlin & Smart  
Deanna Stanley  
Amy Gilbert  
Andres Ramirez  
Charles Tsang  
Edward Villanueva  
Paul Hubler  
Ricky Choi

#### Guests:

Keith Gillfillan, Moffatt Nichol  
Ron Butler, Moffatt Nichol  
Phil Balmeo, Moffatt Nichol  
Charlie Nakamoto, Anser Advisory  
Lawrence Tan, Advantec  
Garrett Montoya, Anser Advisory  
Cynthia Marian, Oliver Sandifer & Muphy  
Ju Kim, Exp  
Aliah Case, Exp

Jim Cunneen, G3 Quality  
Alan Sozio Burke, Williams Sorenson  
Fadi Rassam, Citadel CPM  
Tim Green, HDR  
Craig Halvorron, Anser  
Natasha DeBeren, Ghiraldelli Associates  
Wayne Richardson, HDR  
Tai Ngo, Lee Associates

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3. **Public Comment** - There were no public comments.
4. **Approval of Capital Projects & Construction Committee Meeting Minutes of December 16, 2019** – A motion was made to approve the meeting minutes of December 16, 2019.  
M/S/C/Lyons/Solis/Unanimous
5. **Chairman Remarks** – Chairman Sandoval announced that Mark Christoffels has been invited to testify at a hearing on Capitol Hill on rail grade crossing safety.
6. **Member Comments** – Member Solis asked for a moment of silence for the loss of former Los Angeles Laker Koby Bryant, his daughter Gianna and the seven other members in a tragic helicopter accident. Member Lyons thanked staff for the letter drafted to Union Pacific requesting for increased financial contribution to the ACE Program.
7. **Chief Engineer’s Monthly Report** – Mr. Christoffels and the Committee presented former staff member Phil Balmeo a plaque for his contributions to the ACE Program. Mr. Christoffels thanked member Solis for her support and the Metro Board for approval of additional funds
8. **Project Progress Reports** – Mr. Christoffels indicated that this informational item would be pulled due to time constraints.
9. **Approval of Amendment No. 4 to the Waterline Relocation Agreement with Rowland Water District for the Fullerton Road Grade Separation Project** – Mr. Christoffels indicated that due to additional work requirements from the City of Industry and the additional costs will be recovered through a revised Betterment Agreement with the City of Industry.

A motion was made by member Solis and seconded by member Sternquist to authorize the Chief Engineer to execute an Amendment to the Waterline Relocation Agreement with Rowland Water District for the design, construction and inspection of private water facilities as part of the Fullerton Road grade separation project for a total revised not to exceed amount of \$5,264,271.

M/S/C/Solis/Sternquist/Unanimous

10. **Approval of Selection of Anser Advisory for Construction Management Services for the Turnbull Canyon Road Grade Separation Project** – Mr. Christoffels reviewed the procurement of the construction management services for the Turnbull Canyon Road grade separation project. He indicated six proposals were received, top ranked three firms interviewed and Anser Advisory, LLC selected by the Technical Evaluation Committee as best qualified. He indicated Anser has committed to the established 16% SBE goal.

A motion was made by member Solis and seconded by member Moss to authorize the Chief Engineer to negotiate a construction management services contract with Anser Advisory for the Turnbull Canyon Road grade separation project.

M/S/C/Solis/Moss/Unanimous

Member Hadjinian arrived.

**11. Hearing on CPCC Resolution of Necessity No. 20-01 for the Turnbull Canyon Road Grade Separation Project** – Legal counsel announced that item 15, Resolution of Necessity No. 10-05 was being pulled.

Mr. DeBerry reviewed the process of the hearings. He indicated the Committee will be presented with project information and property requirements, that though staff has presented the property owners an offer, compensation was not part of the hearing. He indicated the Committee must find that the public interest and necessity required the property; the project is planned in a manner that is most compatible with the greatest public good and the least private injury and the property is necessary for the proposed project.

Mr. Christoffels reviewed the project options considered and that it was determined that a railroad bridge overpass was the best option for the Turnbull Canyon Road project. He reviewed the property requirements for Resolution No. 20-01 that was a 526 square foot temporary construction easement necessary for sidewalk reconstruction.

The public comment period was opened and there were no public comments. The public comment period was closed. Member Hadjinian arrived.

A motion was made by member Solis and seconded by member Shevlin to approve CPCC Resolution of Necessary No. 20-01

Ayes: T. Sandoval, H. Solis, T. Hepburn, B. Shevlin, N. Lyons, J. Hadjinian, C. Moss, C. Sternquist

Nays: None  
The item was approved.

**12. Hearing on CPCC Resolution of Necessity No. 20-02 for the Turnbull Canyon Road Grade Separation Project** – Mr. Christoffels reviewed the property requirements for Resolution No. 20-02 that was a 116 square foot permanent roadway easement and a 7,036 square foot temporary construction easement necessary to widen Turnbull Canyon Road and increase the turn radius onto Clark Street.

The public comment period was opened and there were no public comments. The public comment period was closed.

A motion was made by member Solis and seconded by member Hadjinian to approve CPCC Resolution of Necessary No. 20-02

Ayes: T. Sandoval, H. Solis, T. Hepburn, B. Shevlin, N. Lyons, J. Hadjinian, C. Moss, C. Sternquist

Nays: None  
The item was approved

**13. Hearing on CPCC Resolution of Necessity No. 20-03 for the Turnbull Canyon Road Grade Separation Project** – Mr. Christoffels reviewed the property requirements for Resolution No. 20-03 that was a 4,942 square foot permanent roadway easement, 3,213 square foot permanent bridge easement and a 10,319 square foot temporary construction easement necessary to construct a pedestrian bridge, create a cul-de-sac and street widening.

The public comment period was opened and there were no public comments. The public comment period was closed.

A motion was made by member Hadjinian seconded by member Solis to approve CPCC Resolution of Necessary No. 20-03

Ayes: T. Sandoval, H. Solis, T. Hepburn, B. Shevlin, N. Lyons, J. Hadjinian, C. Moss, C. Sternquist  
Nays: None  
The item was approved.

**14. Hearing on CPCC Resolution of Necessity No. 20-04 for the Turnbull Canyon Road Grade Separation Project** – Mr. Christoffels reviewed the property requirements for Resolution No. 20-04 that is a 4,020 square foot permanent roadway easement and a 4741 square foot temporary construction easement necessary for street widening.

The public comment period was opened and there were no public comments. The public comment period was closed.

A motion was made by member Shevlin seconded by member Moss to approve CPCC Resolution of Necessary No. 20-04

Ayes: T. Sandoval, H. Solis, T. Hepburn, B. Shevlin, N. Lyons, J. Hadjinian, C. Moss, C. Sternquist  
Nays: None  
The item was approved.

**15. Hearing on CPCC Resolution of Necessity No. 20-06 for the Turnbull Canyon Road Grade Separation Project** – Mr. Christoffels reviewed the property requirements for Resolution No. 20-06 that is a 1,310 square foot permanent roadway easement, 197 square foot permanent roadway easement, 8,790 temporary construction easement and 792 temporary construction easement, all necessary for street widening.

The public comment period was opened and there were no public comments. The public comment period was closed.

A motion was made by member Solis and seconded by member Hadjinian to approve CPCC Resolution of Necessary No. 20-06

Ayes: T. Sandoval, H. Solis, T. Hepburn, B. Shevlin, N. Lyons, J. Hadjinian, C. Moss, C. Sternquist

Nays: None

The item was approved.

- 16. Hearing on CPCC Resolution of Necessity No. 20-07 for the Turnbull Canyon Road Grade Separation Project** – Mr. Christoffels reviewed the property requirements for Resolution No. 20-07 that is a 12,599 square foot temporary construction easement for cul-de-sac construction and street widening.

The public comment period was opened and there were no public comments. The public comment period was closed.

A motion was made by member Solis and seconded by member Hadjinian to approve CPCC Resolution of Necessary No. 20-07

Ayes: T. Sandoval, H. Solis, T. Hepburn, B. Shevlin, N. Lyons, J. Hadjinian, C. Moss, C. Sternquist

Nays: None

The item was approved.

- 17. Hearing on CPCC Resolution of Necessity No. 20-08 for the Turnbull Canyon Road Grade Separation Project** – Mr. Christoffels reviewed the property requirements for Resolution No. 20-08 that includes a 12,527 square foot permanent roadway easement and a 14,653 square foot temporary construction easement to widen Turnbull Canyon Road.

The public comment period was opened and there were no public comments. The public comment period was closed.

A motion was made by member Solis and seconded by member Shevlin to approve CPCC Resolution of Necessary No. 20-08

Ayes: T. Sandoval, H. Solis, T. Hepburn, B. Shevlin, N. Lyons, J. Hadjinian, C. Moss, C. Sternquist

Nays: None

The item was approved.

- 18. Hearing on CPCC Resolution of Necessity No. 20-09 for the Turnbull Canyon Road Grade Separation Project** – Mr. Christoffels reviewed the property requirements for Resolution No. 20-09 that was a 1,520 square foot permanent roadway easement and a 7,655 square foot temporary construction easement necessary to widen Turnbull Canyon Road and installation of a traffic signal at Marwood Street.

The public comment period was opened and there were no public comments. The public comment period was closed.

A motion was made by member Solis and seconded by member Shevlin to approve CPCC Resolution of Necessary No. 20-09

Ayes: T. Sandoval, H. Solis, T. Hepburn, B. Shevlin, N. Lyons, J. Hadjinian, C. Moss, C. Sternquist

Nays: None

The item was approved.

**19. Hearing on CPCC Resolution of Necessity No. 20-10 for the Montebello Blvd. Grade Separation Project** – Mr. Christoffels reviewed the options considered for the Montebello Blvd grade separation project and that the preferred option was building an underpass with Montebello Boulevard traveling under the Union Pacific Railroad tracks.

He reviewed the property requirements for Resolution No. 20-10 that is a 624 square foot permanent roadway easement and 250 temporary construction easement.

The public comment period was opened and there were no public comments. The public comment period was closed.

A motion was made by member Moss and seconded by member Shevlin to approve CPCC Resolution of Necessary No. 20-10

Ayes: T. Sandoval, H. Solis, T. Hepburn, B. Shevlin, N. Lyons, J. Hadjinian, C. Moss, C. Sternquist

Nays: None

The item was approved.

**20. Hearing on CPCC Resolution of Necessity No. 20-11 for the Montebello Blvd. Grade Separation Project** – Mr. Christoffels reviewed the property requirements for Resolution No. 20-11 that is a 504 square foot permanent roadway easement and a 418 square foot temporary construction easement.

The public comment period was opened and there were no public comments. The public comment period was closed.

A motion was made by member Solis and seconded by member Sternquist to approve CPCC Resolution of Necessary No. 20-11

Ayes: T. Sandoval, H. Solis, T. Hepburn, B. Shevlin, N. Lyons, J. Hadjinian, C. Moss, C. Sternquist

Nays: None

The item was approved.

**21. Hearing on CPCC Resolution of Necessity No. 20-13 for the Turnbull Canyon Road Grade Separation Project** – Mr. Christoffels reviewed the property requirements for

Resolution No. 20-13 that is a 451 square foot temporary construction easement for street widening.

The public comment period was opened and there were no public comments. The public comment period was closed.

A motion was made by member Shevlin and seconded by member Hadjinian to approve CPCC Resolution of Necessary No. 20-13

Ayes: T. Sandoval, H. Solis, T. Hepburn, B. Shevlin, N. Lyons, J. Hadjinian, C. Moss, C. Sternquist

Nays: None

The item was approved.

**22. Approval to Receive and File Quarterly Project Progress Reports** – Mr. Christoffels reviewed the projects and schedules of the capital projects. The at-grade safety project in Pomona is in final design and construction anticipated to begin in October 2020. The Durfee Ave project is moving smoothly and anticipated to be completed in June 2023. The construction at Fairway Drive is at 50% and the underpass is anticipated to be complete in June 2023. The Fullerton Road project's construction is 45% complete and expected to be complete in December 2022. The Montebello project is in final design and the underpass construction is to begin in 2021 and safety work and pedestrian bridge construction is to begin in 2022. The Rio Hondo project is being revised. The 57/60 confluence design is 35% complete and construction is expected to begin in late 2024. The City agreements for the San Gabriel Valley's bike share program are being executed and deployments are expected in Spring.

**23. Approval to Receive and File Quarterly Mitigation Monitoring Reports** – Mr. Christoffels indicated the agency was fulfilling all of its requirements of the mitigation monitoring program.

A motion was made to file the quarterly progress and the mitigation monitoring reports.

**24. Adjournment** – The meeting was adjourned at 12:39PM.

X 

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Deanna Stanley  
Clerk of the Committee



### SGVCOG Capital Projects & Construction Committee Unapproved Minutes

**Call to Order:** Vice Chair Lyons called the meeting of the San Gabriel Valley Capital Projects and Construction Committee to order at 12:00PM at the West Covina City Hall Room 314.

**1. Pledge of Allegiance** - D. Mahmud led the pledge of allegiance.

**2. Roll Call**

**Present:**

Nancy Lyons, Vice Chair, Diamond Bar  
Becky Shevlin, Monrovia  
Tim Hepburn, La Verne  
Jack Hadjinian, Montebello

**Absent:**

Hilda Solis, LA County  
Cynthia Sternquist, SGVCOG  
Tim Sandoval, Pomona  
Jerry Velasco, El Monte  
Cory Moss, Industry

**Staff:**

Mark Christoffels, Chief Engineer  
David DeBerry, legal counsel, Woodruff, Spradlin & Smart  
Deanna Stanley  
Amy Gilbert  
Andres Ramirez  
Charles Tsang  
Edward Villanueva  
Paul Hubler  
Ricky Choi

Legal counsel announced that due to lack of a quorum, no action shall be taken at the meeting.

**3. Public Comment** – There were no public comments.

**4. Chairman Remarks** – Vice Chair Lyons.

**5. Member Comments** – There were no member comments.

**6. Chief Engineer’s Monthly Report** – Mr. Christoffels reviewed the process for contracts approval and the members discussed the matter at length. There was no action taken.

**7. Adjournment** – The meeting was adjourned in memory of Pomona former councilman and Mayor Stephen Atchley and Industry former Mayor David Perez at 12:50PM.

X *Deanna Stanley*

Deanna Stanley  
Clerk of the Committee





Memo to: Capital Projects and Construction Committee Members & Alternates

From: Mark Christoffels, Chief Engineer

Date: April 27, 2020

SUBJECT: Chief Engineer’s Monthly Report

The following are items of note since the last meeting:

**CTC approves funds for Montebello project** – The California Transportation Commission at its March 25<sup>th</sup> meeting approved adding the Montebello Boulevard project to the Prop 1B Trade Corridor Improvement Fund (TCIF) program and programming \$18.851 million in TCIF savings realized from our San Gabriel Trench and Puente Avenue projects. The additional state funds will help cover estimated construction phase cost increases resulting from recent construction industrywide inflation.

**COVID-19 Orders** – Under the work-from-home orders issued last month, essential field personnel are permitted to continue their work on site at our three ACE projects under construction at Durfee Avenue, Fairway Drive and Fullerton Road. Construction workers and other field personnel are exempt under the essential workers and public works construction provisions of the orders issued by the Governor and Los Angeles County. Workers are complying with other aspects of the orders and additional handwashing stations have been provided. Weekly construction coordination meetings are being conducted by teleconference and SGVCOG and consultant office staff are working from home to the maximum extent possible.

**Contracting** – The SGVCOG has delegated the Chief Engineer the authority to approve new contracts or change orders for previously approved contracts within certain limits, with a requirement that staff formally report such contract action. The following has been approved since the last Committee meeting:

CONSULTANT/VENDOR	REASON FOR CHANGE	CHANGE AMOUNT	REVISED TOTAL CONTRACT VALUE <sup>1</sup>	CUMULATIVE AUTHORIZED CHANGE (%)
<b>Paragon Partners – Agreement 08-04, ROW Services</b>				
Task Order No. 40, Rev. 1	Updated Billing Rates with no overall contract change	\$0	\$93,477	0.00%

<sup>1</sup> For construction, design, and construction management contracts, this amount reflects the contract award made by the CP&C Committee along with any approved amendments. For annual support contracts such as legal services, right of way, auditing, public outreach etc., this amount reflects the current fiscal year authorization as approved by the CP&C Committee.

Task Order No. 41, Rev. 1	Updated Billing Rates with no overall contract change	\$0	\$269,456	0.00%
Task Order No. 42, Rev. 1	Updated Billing Rates with no overall contract change	\$0	\$10,000	0.00%
<b>Paragon Partners – Agreement 13-01B, ROW Services</b>				
Task Order No. 1, Rev. 12	Updated Billing Rates with no overall contract change	\$0	\$190,242	0.00%
Task Order No. 2, Rev. 11	Updated Billing Rates with no overall contract change	\$0	\$198,982	0.00%
Task Order No. 3, Rev. 8	Updated Billing Rates with no overall contract change	\$0	\$69,693	0.00%
<b>Paragon Partners – Agreement 19-02B, 57/60 ROW Support Services</b>				
Task Order No. 1	Issued a new Limited Scope of Services to initiate property appraisals.	\$0	\$250,000	0.00%
<b>AECOM – Agreement 19-08, CM Services for Montbello Grade Separation Project</b>				
Task Order No. 1	Issued a new Limited Scope of Services to do constructability review on project plans	\$0	\$137,864.27	0.00%
<b>Horizons – JOC – Public Works Agreement – Median Improvement Gale/Nogales</b>				
PW Agreement	Issued new contract to make a court ordered median modification on the Nogales project	\$0.00	\$76,631.14	0.00%
<b>Stantec – Agreement 08-11 – Environmental Management Services</b>				
Task Order No. 22, Revision 1	Updated Billing Rates (downward due to audit) and increased scope of work to address contaminated soils at Fullerton and repoting	\$86,931.00	\$506,260.00	17%

	requirements from Army Corps on Turnbull Cyn			
<b>Jason Johnson – Purchase Order 18-05, Amendment No. 1 – IT Services</b>				
PO 18-05, Amendment No. 1	Additional Scope of Work to address IT issues related to work at home and contract time extension	\$5,000	\$10,000	100%

**Community Outreach Update** – The following project outreach activities were conducted:

- Distributed construction alert notices regarding lane reductions on Gale Avenue due to Southern California Edison utility installation for the Fullerton Road project;
- Distributed construction alert notices regarding closure of Fullerton Road south of Arenth Avenue and lane reduction on Fullerton Road, Rowland Street and San Jose Avenue for the Fullerton Road project;
- Conducted photographic survey of existing conditions of a residential property located adjacent to the Durfee Avenue project; and,
- Conducted ongoing community outreach and support activities for the Fairway Drive, Fullerton Road, Durfee Avenue, Turnbull Canyon Road and Montebello Corridor grade separation projects.



MEMO TO: Capital Projects and Construction Committee Members and Alternates

FROM: Mark Christoffels, Chief Engineer

DATE: April 27, 2020

SUBJECT: Approval of a Construction Management Services Contract with Ghirardelli Associates, Inc. and Task Orders 1 and 2 for the At-Grade Crossings Safety Improvement Project in Pomona and Montebello

**RECOMMENDATION:** Staff recommends that the Committee authorize the Chief Engineer to execute a construction management (CM) services contract with Ghirardelli Associates, Inc. (Ghirardelli) and approve task orders 1 and 2 for a not-to-exceed amount of \$1,918,143.66 for the At-Grade Crossings Safety Improvement project.

**BACKGROUND:** At the October 2019 meeting, the Committee approved the selection of Ghirardelli as the construction management services consultant for the At-Grade Crossings Safety Improvement Project and authorized staff to negotiate scope and fee with Ghirardelli. Proposed costs for the above Pre-construction CM services and Construction Management Services during construction tasks were compared with estimates independently prepared by staff and any discrepancies were resolved. The agreed to amounts for these two tasks is as follows:

Task 1: Pre-construction CM services:	\$ 162,209.76
<u>Task 2: Construction Management services:</u>	<u>\$ 1,755,933.90</u>
Contract Value (not-to-exceed amount)	\$ 1,918,143.66

Task 1, Pre-construction CM services will include the following tasks:

- Constructability Analysis
- Construction Schedule Review
- Cost Estimate
- Bid Support
- Early Utility Coordination
- Pre-condition Survey
- Pre-construction meeting
- Special Work Assignments
- Submittal Log

Task 2: Construction Management Services During Construction will include the following tasks:

- Progress Management Services
- Progress Schedule
- Changes/Claims Administration
- Construction Safety
- Cost Engineering / Estimating
- Utility coordination
- Coordination Flagpersons & Watchpersons
- Environmental Services
- Conferences / Meetings
- Contractor Insurance
- Reports & Records
- Document control
- Railroad Force Account
- Survey Support (QA)
- Material testing & support services (QA/QC)

- Progress Payments
- Quality Assurance
- Special Work Assignments
- Submittals, Requests for Information & Nonconformance Report
- Labor compliance & DBE monitoring (support)
- As-Built Drawings
- Traffic Control
- Public Affairs (support)
- Contract Closeout

Ghirardelli has committed to a 86.86% DBE goal, which exceed the established 16% contract DBE goal.

This authorization would also granted a 10% Contingency allowance to the Chief Engineer in accordance with normal agency procedures. Any contract amount changes from the above figure due to contract changes that exceed the Chief Engineer's authorization will be brought back to the Committee for further consideration and approval.

**BUDGET IMPACT:** Funds for this contract will be available through Federal Section 130 funds and Metro Measure R funds.

**ATTACHMENTS:**

- Agreement No. 19-05 for Construction Management Services for the At-Grade Crossings Safety Improvements Project with Ghirardelli Associates, Inc.
- Task Order No. 1
- Task Order No. 2

**AGREEMENT NO. 19-05**

**AGREEMENT FOR**

**CONSTRUCTION MANAGEMENT SERVICES**  
**FOR**  
**AT-GRADE CROSSINGS SAFETY IMPROVEMENT PROJECT**

**BY AND BETWEEN**

**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**

**AND**

**GHIRARDELLI ASSOCIATES, INC.**

**March 23, 2020**

**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS  
 AGREEMENT FOR  
 CONSTRUCTION MANAGEMENT SERVICES  
 FOR  
 AT-GRADE CROSSINGS SAFETY IMPROVEMENT PROJECT**

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**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**  
**AGREEMENT FOR**  
**CONSTRUCTION MANAGEMENT SERVICES**  
**FOR**  
**AT-GRADE CROSSINGS SAFETY IMPROVEMENT PROJECT**

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**AGREEMENT NO. 19-05**  
**AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES**  
**FOR**  
**AT-GRADE CROSSINGS SAFETY IMPROVEMENT PROJECT**  
**BY AND BETWEEN**  
**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**  
**AND**  
**GHIRARDELLI ASSOCIATES, INC.**

This AGREEMENT FOR **CONSTRUCTION MANAGEMENT SERVICES FOR AT-GRADE CROSSINGS SAFETY IMPROVEMENT PROJECT** BY AND BETWEEN THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS AND GHIRARDELLI ASSOCIATES, INC. (the "AGREEMENT"), is made and entered into effective as of the 23rd day of March, 2020, by and between the San Gabriel Valley Council of Governments, a California Joint Powers Authority (the "SGVCOG") and GHIRARDELLI ASSOCIATES, INC. (the "CONSULTANT").

**SECTION 1. TERM OF AGREEMENT.**

Subject to the provisions of SECTION 24 "TERMINATION OF AGREEMENT", this AGREEMENT shall remain in force from the effective date, as first shown above, and shall expire on June 30, 2022 and upon completion and acceptance of the **Construction Management Services for At-Grade Crossings Safety Improvement Project**. Such term may be extended upon written agreement of both parties to this AGREEMENT.

**SECTION 2. SUBCONTRACTORS.**

CONSULTANT shall perform the services contemplated under this AGREEMENT using the resources available within its own organization and any subcontractors that have been authorized, in writing, by SGVCOG. Any substitution of subcontractors must be approved, in writing, by SGVCOG. Unless otherwise required by this AGREEMENT, any subcontract with a value in excess of TWENTY-FIVE THOUSAND DOLLARS (\$25,000) that is executed by CONSULTANT in connection with this AGREEMENT shall contain all of the provisions of this AGREEMENT that are applicable to subcontractors. CONSULTANT shall submit to SGVCOG a copy of each of its fully executed agreements with its subcontractors within fifteen (15) working days of the effective date of this AGREEMENT.

**SECTION 3. SCOPE OF SERVICES.**

A. EXHIBIT "A" describes the total SCOPE OF SERVICES that SGVCOG expects to assign to CONSULTANT over the term of the AGREEMENT. Individual TASK ORDERS, each covering a part of the total SCOPE OF SERVICES, will be issued to CONSULTANT. SGVCOG expects to issue individual TASK ORDERS to CONSULTANT as required. CONSULTANT is only authorized to undertake

services as described in each individual TASK ORDER. It is understood and agreed that the total SCOPE OF SERVICES is only an estimate and that the actual services collectively required of CONSULTANT through individual TASK ORDERS may be less than the SCOPE OF SERVICES. Further, it is understood and agreed that SGVCOG makes no guarantee; either express or implied, as to the actual task orders to be issued and total dollar value of all of the TASK ORDERS that will be authorized under this AGREEMENT.

- B. When SGVCOG determines that a TASK ORDER is required, SGVCOG will request that CONSULTANT prepare a draft TASK ORDER (sample attached as EXHIBIT "B ") identifying the services to be performed, deliverables, period of performance, proposed compensation (i.e. as a firm fixed price or as billing rates with a not-to-exceed budget ceiling), Disadvantaged Business Enterprise ("DBE") goals, and other items, as appropriate. CONSULTANT shall provide the draft TASK ORDER to SGVCOG, which shall review the draft TASK ORDER and negotiate its contents with CONSULTANT. After agreement is reached regarding all items in the TASK ORDER, it shall be signed by representatives of both SGVCOG and CONSULTANT.
- C. CONSULTANT shall not undertake any work associated with a specific TASK ORDER until that TASK ORDER has been approved by SGVCOG, signed by SGVCOG and CONSULTANT and a notice to proceed has been issued by SGVCOG.
- D. The period of performance for each TASK ORDER will be in accord with the dates specified in the TASK ORDER. No TASK ORDER shall extend beyond the term of this AGREEMENT as specified in SECTION 1 and any TASK ORDER which purports to extend beyond the term of this AGREEMENT shall not be valid.
- E. Upon execution of a TASK ORDER by SGVCOG and CONSULTANT, the TASK ORDER shall be incorporated into and made a part of this AGREEMENT.

#### **SECTION 4. CHANGES IN WORK**

CONSULTANT shall make changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by SGVCOG, without additional compensation thereof. Should SGVCOG find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, CONSULTANT shall make such revision as directed by SGVCOG. Any revisions to satisfactorily completed work as directed by SGVCOG shall be considered as additional services and will be paid for as herein provided under Section 5.

## **SECTION 5. ADDITIONAL SERVICES.**

CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT, which are in addition to or outside of those described in SECTION 3 above, unless such additional services are authorized in advance and in writing by SGVCOG. CONSULTANT shall be compensated for any such additional authorized services in the amounts and in the manner agreed to in writing by SGVCOG.

## **SECTION 6. RIGHT OF ENTRY**

To perform the services described in this AGREEMENT, it may be necessary for CONSULTANT's employees, agents or subcontractors to enter upon and have ingress to and egress from various railroad crossing locations that are owned by or under the control of the UNION PACIFIC RAILROAD COMPANY ("RAILROAD"). Should CONSULTANT require access to RAILROAD, CONSULTANT shall apply for their own Right of Entry with RAILROAD ("RIGHT OF ENTRY AGREEMENT") under which, CONSULTANT's employees, agents, sub consultants will be allowed to enter at the permitted RAILROAD crossing locations. Prior to CONSULTANT's entry into RAILROAD crossing locations, CONSULTANT must review said RIGHT OF ENTRY AGREEMENT and execute CONTRACTOR's ENDORSEMENT, said execution shall not be unreasonably withheld, and any entry into RAILROAD crossing locations by CONSULTANT without execution of CONTRACTOR's ENDORSEMENT shall be a material breach of this AGREEMENT that may result in termination of this AGREEMENT and/or claims for damages and/or other legal or equitable remedies in accordance with SECTION 25 of this AGREEMENT. In the event of any inconsistency between this AGREEMENT and RIGHT OF ENTRY AGREEMENT, the terms of this AGREEMENT shall be controlling. Unless otherwise directed by SGVCOG, CONSULTANT shall channel all communications with RAILROAD through SGVCOG and all CONSULTANT requests for entry to grade crossings shall be made to SGVCOG, which shall obtain necessary approvals from RAILROAD.

## **SECTION 7. COMPENSATION AND METHOD OF PAYMENT**

- A. The total compensation to be payable by SGVCOG to CONSULTANT under this AGREEMENT shall be based on executed TASK ORDERS issued by SGVCOG. There is no guarantee, either express or implied, as to the actual dollar value of services to be authorized through TASK ORDERS.
- B. CONSULTANT shall be compensated in the manner and amounts specified in Attachment "B" COMPENSATION" of each TASK ORDER attached hereto and made a part of this AGREEMENT. The total compensation due CONSULTANT for each TASK ORDER shall not exceed the amount set forth in the budget contained in Attachment "B" of each TASK ORDER unless additional compensation is approved in writing in advance by SGVCOG. CONSULTANT shall incur only such costs as are reasonable and necessary and in the best interests of SGVCOG. CONSULTANT agrees to use its best efforts to perform

the work specified in Attachment "A" SCOPE OF SERVICES of each TASK ORDER and all obligations under this AGREEMENT within any not-to-exceed limit specified in Attachment "B" in such TASK ORDER. Any costs incurred by CONSULTANT in excess of the aforesaid limitation without the express written consent of SGVCOG shall be at CONSULTANT's own risk. Reimbursements on subcontracts for goods and services shall be limited to the actual amount paid by CONSULTANT to the subcontractor(s). Reimbursable costs shall not include any costs arising from the letting, administration or supervision of performance of the subcontract, which costs are included in the hourly rates payable to CONSULTANT.

- C. CONSULTANT's compensation for work under any awarded contract will be based on firm fixed hourly rates [which must include all overhead costs and a fee of the hourly cost rate] multiplied by the direct labor hours performed. CONSULTANT's compensation will be subject to a cap on total budget for each TASK ORDER. CONSULTANT's performance period will start on the date of the first Notice to Proceed issued to CONSULTANT. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are direct result of changes in the prevailing wage rates are reimbursable. These hourly rate limitations are applicable to all sub consultants as well.
- D. CONSULTANT shall notify SGVCOG in writing whenever CONSULTANT has reason to believe that within the following sixty (60) day period its total costs and/or compensation for any TASK ORDER will exceed seventy five percent (75%) of the budget for that TASK ORDER as identified in the applicable TASK ORDER Attachment "B". As part of any such notification, CONSULTANT shall provide SGVCOG with written justification for and a revised estimate of the total cost to SGVCOG for the completion of such TASK ORDER.
- E. As soon as practical after the first day of each calendar month, but in no event later than the tenth (10<sup>th</sup>) of the month, CONSULTANT shall furnish to SGVCOG an original invoice. The invoice shall identify all compensation due CONSULTANT by SGVCOG for services performed in the previous month. Each original invoice shall also include sufficient supporting materials to enable SGVCOG to confirm that all claimed services have been properly completed and costs incurred as claimed by CONSULTANT. SGVCOG shall endeavor to pay the amount due CONSULTANT in full within thirty (30) days after receipt of invoice.

Each CONSULTANT invoice shall also be accompanied by a Program Report. Histogram and Production S-curve chart exhibits shall be furnished upon request. Program Reports shall be a narrative that includes, but is not limited to, a report of accomplishment(s) for the billing period; anticipated accomplishment(s) for the next billing period, and issues identified that may impact scope, schedule and budget. Production S-curve and Histogram charts shall depict planned and actual activities for (a) project manpower, (b) monthly cumulative expenditures

and (c) monthly expenditures versus percent complete. CONSULTANT invoices submitted without the required exhibits will be rejected by SGVCOG.

- F. SGVCOG shall independently review each invoice submitted by CONSULTANT to determine if said invoice is in compliance with all provisions of this AGREEMENT, including the budget and scope of services for each of the TASK ORDERS. All billings for services and for costs and expenses that are submitted by CONSULTANT under this AGREEMENT and any subcontractor costs and expenses billed under this AGREEMENT, if any, must be in accord with the Contract Cost Principles and Procedures of the Federal Acquisition Regulations 48 CFR Part 31 et seq. (the "FAR"), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 49 CFR Part 18, the travel and subsistence rates authorized under the U.S. General Services Administration, and the Los Angeles County Metropolitan Transportation Authority's (Metro) funding guidelines. Any payments made to CONSULTANT and/or CONSULTANT's subcontractors that are determined by subsequent audit to be inconsistent with the budget for one or more TASK ORDERS and/or otherwise unallowable are subject to repayment by CONSULTANT and/or CONSULTANT's subcontractors to SGVCOG. The eligibility requirements for billings for services, costs and expenses, as described in this SECTION 7 (E), must be contained in all CONSULTANT subcontracts and all CONSULTANT subcontracts must also include a provision mandating reimbursement of SGVCOG for any costs for which payment has been made that are determined to be inconsistent with any TASK ORDER budget and/or determined by audit to be unallowable.
- G. In the event SGVCOG disputes any item in any invoice, SGVCOG shall notify CONSULTANT within thirty (30) days of receipt by SGVCOG of said invoice. SGVCOG shall process and endeavor to pay the undisputed portion of said invoice within thirty (30) days of receipt. CONSULTANT shall correct and resubmit any properly disputed portions of said invoice.
- H. Payment to CONSULTANT for services performed pursuant to this AGREEMENT shall not be deemed to waive any deficiencies in services performed by CONSULTANT.
- I. In accordance with the requirements of Metro, a SGVCOG funding source, SGVCOG will apply five percent (5%) retention to all payments made under this AGREEMENT. SGVCOG will make payment of CONSULTANT retained funds accumulated in any audit period, less any disallowance, no more than ninety (90) days after the issuance of a periodic or final audit report for CONSULTANT. SGVCOG will make a good faith effort to schedule an audit of CONSULTANT on at least an annual basis. After completion of each audit, SGVCOG will issue a Draft Audit Report to CONSULTANT. CONSULTANT and Sub consultant will be afforded thirty (30) days to review and respond to the Draft Audit Report. Upon resolution of any findings in the Draft Audit Report, a Final Audit Report will be issued. In the event CONSULTANT and Sub consultant fail to respond to or acknowledge the Draft Audit Report within thirty (30) days, SGVCOG will issue the

Final Audit Report. The Final Audit Report will not be subject to reconsideration by SGVCOG.

Neither pendency of a dispute nor its consideration by SGVCOG will excuse CONSULTANT and Sub consultant from full and timely performance, in accordance with the terms of this AGREEMENT.

- J. In lieu of said retention, CONSULTANT may establish, at CONSULTANT's own cost, an escrow account that will bear interest for the benefit of CONSULTANT to accept the deposit of those monies that otherwise would have been retained. Monies deposited to the escrow account less any disallowed amounts will be released to CONSULTANT after the issuance of the audit report of CONSULTANT and repayment by CONSULTANT of any disallowed amounts. CONSULTANT may alternatively deposit with the escrow agent securities equivalent in value to the monies that would have been retained. Said securities will be returned to CONSULTANT after the issuance of the audit report and after repayment by CONSULTANT of any disallowed amounts. SGVCOG shall approve the type of any securities to be provided by CONSULTANT, the escrow agent selected by CONSULTANT and the escrow agreement negotiated by CONSULTANT. None of the approvals by SGVCOG shall be unreasonably withheld.
- K. SGVCOG requires that prompt progress payments be made to all lower tier subcontractors in accordance with the requirements of Section 7108.5 of the California Business and Professions Code. CONSULTANT agrees to make a progress payment to each of its subcontractors for the respective amount allowed CONSULTANT on account of the work performed by the subcontractors work no later than seven (7) calendar days after CONSULTANT receives any progress payment from SGVCOG for the work of CONSULTANT's subcontractors.
- L. CONSULTANT agrees to make payment of subcontractor retained funds to subcontractors no later than seven (7) calendar days after SGVCOG pays any retained funds to CONSULTANT for work of CONSULTANT's subcontractors. CONSULTANT further agrees to pay each of its subcontractors all remaining retained funds within thirty (30) calendar days after each subcontractor's work is satisfactorily completed and a final invoice is submitted to CONSULTANT; provided, however, that CONSULTANT may withhold any retainage payments associated with invoice items that are in dispute. The prompt payment provisions of this paragraph shall be included in all of CONSULTANT's subcontract agreements.
- M. Interest payments made by CONSULTANT to subcontractors of CONSULTANT because of late payments by CONSULTANT are an unallowable cost under this AGREEMENT and will not be reimbursed by SGVCOG. Repeated and persistent failures by CONSULTANT to comply with the prompt payment policy of SGVCOG will be considered a material failure to comply with the terms of this AGREEMENT and may result in CONSULTANT being in default under SECTION 25.



N. This AGREEMENT is subject to the requirements of the Caltrans Local Assistance Procedures Manual related to audits, including pre-award, interim and post audits of the AGREEMENT and any amendments thereto, all of which shall be conducted consistent with the generally accepted government auditing standards prepared by the United States General Accounting Office and all of which shall utilize, among other guidelines, the cost principles and procedures outlined in the Federal Acquisition Regulation (48 CFR Part 31 et seq.). CONSULTANT and Sub consultants also agree to comply with all applicable federal requirements including 49 CFR Part 18, Uniform Administrative Requirements and Cooperative Agreements to State and Local Governments. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 et seq. or any other audit procedures or regulations are subject to repayment by CONSULTANT to SGVCOG. Pre-award audit recommendations will be included in the AGREEMENT or in the amendments prior to their execution. In the event SGVCOG or its funding agencies, conduct a post-award audit of the AGREEMENT or any amendments, in lieu of a pre-award audit, the following shall apply:

CONSULTANT's COST PROPOSAL, which is included in each executed TASK ORDER, is subject to a pre and/or post award audit, which shall be conducted consistent with the generally accepted government auditing standards prepared by the United States General Accounting Office and which shall utilize, among other guidelines, the cost principles and procedures outlined in the Federal Acquisition Regulation (48 CFR Part 31 et seq.). Subsequent to any pre and/or post award audit, SGVCOG, in the reasonable exercise of its discretion, may require that the COST PROPOSAL be amended by CONSULTANT to conform to any audit recommendations with any such amendments being subject to the approval of SGVCOG. CONSULTANT further agrees that individual items of cost identified or confirmed during the aforementioned audit shall be incorporated into the AGREEMENT at the request of SGVCOG, in its reasonable discretion. Refusal by CONSULTANT to incorporate audit recommendations or individual items of cost into the COST PROPOSAL subject to the above would be a failure to perform a material obligation of this AGREEMENT that could cause CONSULTANT to be in default of the AGREEMENT as described in SECTION 25.

CONSULTANT and Sub consultants' cost proposals and indirect cost rates (ICR) are subject to audits or reviews such as, but not limited to, an Incurred Cost Audit, and ICR Audit, or a Certified Public Accountant (CPA) ICR Audit Workpaper Review. CONSULTANT and Subconsultant are expected to fully cooperate and shall provide documents in a timely manner during the audit process.

## **SECTION 8. DEFICIENT SERVICES.**

- A. CONSULTANT represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this AGREEMENT. CONSULTANT shall at all times competently, and, consistent with its ability, experience and talents, perform all services described herein. In meeting its obligations under this AGREEMENT, CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by consulting firms engaged in providing services similar to those required of CONSULTANT under this AGREEMENT. SGVCOG may disapprove services that do not conform to these standards and practices and may withhold or deny compensation for deficient services. Upon disapproval of services by SGVCOG, CONSULTANT shall immediately re-perform, at its own costs, the services that are deficient. SGVCOG must notify CONSULTANT in writing of the existence of such deficient services within a reasonable time, not to exceed sixty (60) days after its discovery thereof, but in no event later than one (1) year after the completion of such deficient services. No approval, disapproval, or omission to provide approval or disapproval shall release CONSULTANT from any responsibility under this AGREEMENT.
- B. Any costs incurred by SGVCOG and/or CONSULTANT due to CONSULTANT's failure to meet the standards required by the AGREEMENT or CONSULTANT's failure to perform fully the tasks described in the SCOPE OF SERVICES which, in either case, causes SGVCOG to require that CONSULTANT perform again all or part of the SCOPE OF SERVICES shall be at the sole cost of CONSULTANT and, further, SGVCOG shall not pay any additional compensation to CONSULTANT for its re-performance.

## **SECTION 9. EQUIPMENT PURCHASES AND CONSULTANT SERVICES.**

- A. Prior authorization, in writing, by SGVCOG's Chief Engineer or designee shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or consulting services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs. Three (3) competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- B. Any equipment purchased as a result of this AGREEMENT is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two (2) years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, SGVCOG shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit SGVCOG in an amount equal to its fair market value, or sell such equipment at the best prices obtainable at a public or private sale, in accordance with established SGVCOG procedures; and credit SGVCOG in an amount equal to the sales prices. If

CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to SGVCOG and CONSULTANT. If it is determined to sell the equipment, the terms and conditions of such sale must be approved, in advance, by SGVCOG."

- C. All subcontracts in excess of twenty five thousand (\$25,000) shall contain all the provisions of this SECTION 9.

## **SECTION 10. OWNERSHIP OF DOCUMENTS.**

All materials, information and data prepared, developed, or assembled by CONSULTANT or furnished to CONSULTANT by SGVCOG in connection with this AGREEMENT, including but not limited to documents, estimates, calculations, studies, maps, graphs, charts, computer disks, computer source documentation, samples, models, reports, summaries, drawings, designs, notes, plans, information, material, and memorandum ("Data") shall be the exclusive property of SGVCOG. If requested, Data shall be given to SGVCOG. SGVCOG shall have the unrestricted right to use and disclose the Data in any manner and for any purpose without payment of further compensation to CONSULTANT. Copies of Data may be retained by CONSULTANT but CONSULTANT warrants that Data shall not be made available to any person or entity for use without the prior written approval of SGVCOG. This warranty shall survive termination of this AGREEMENT for five (5) years.

## **SECTION 11. CONSULTANT'S BOOKS AND RECORDS.**

- A. CONSULTANT shall maintain any and all documents and records demonstrating or relating to CONSULTANT's performance of services pursuant to this AGREEMENT. CONSULTANT shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to SGVCOG pursuant to this AGREEMENT. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by CONSULTANT pursuant to this AGREEMENT. Any and all such documents or records shall be maintained for not less than four (4) years from the date of final payment made to CONSULTANT by SGVCOG in accordance with this AGREEMENT and to the extent required by laws relating to audits of public agencies and their expenditures.
- B. Any and all records or documents required to be maintained pursuant to this SECTION 11 shall be made available for inspection, audit and copying, at any time during regular business hours, upon written request by SGVCOG or its designated representatives or representatives of any governmental entity, including the Federal Highway Administration, Metro and Caltrans, that is providing funding for SGVCOG Project, if a portion of such funding is used to compensate CONSULTANT hereunder. Copies of such documents or records shall be provided directly to

SGVCOG for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at CONSULTANT's address indicated for receipt of notices in this AGREEMENT.

- C. Where SGVCOG has reason to believe that any of the documents or records required to be maintained pursuant to this SECTION 11 may be lost or discarded due to dissolution or termination of CONSULTANT's business, SGVCOG may, in writing, require that custody of such documents or records be given to SGVCOG and that such documents and records thereafter be maintained by SGVCOG.

## **SECTION 12. STATUS OF CONSULTANT.**

- A. CONSULTANT is and shall at all times remain a wholly independent CONSULTANT and not an officer, employee or agent of SGVCOG. CONSULTANT shall have no authority to bind SGVCOG in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against SGVCOG, whether by contract or otherwise, unless such authority is expressly conferred under this AGREEMENT or is otherwise expressly conferred in writing by SGVCOG.
- B. The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither SGVCOG, nor any elected or appointed boards, officers, officials, employees or agents of SGVCOG, shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that CONSULTANT or any of CONSULTANT's officers, employees or agents are in any manner officials, officers, employees or agents of SGVCOG.
- C. Neither CONSULTANT, nor any of CONSULTANT's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to SGVCOG's employees. CONSULTANT expressly waives any claim CONSULTANT may have to any such rights.
- C. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relationship between SGVCOG and any subcontractors of CONSULTANT, and no subcontract shall relieve CONSULTANT of his/her responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to SGVCOG for the acts and omissions of its subcontractors 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 CONSULTANT. CONSULTANT's obligation to pay its subcontractors is an independent obligation from SGVCOG's obligation to make payments to CONSULTANT.

**SECTION 13. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.**

CONSULTANT shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this AGREEMENT. CONSULTANT shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this AGREEMENT. Neither SGVCOG, nor any elected or appointed boards, officers, officials, employees or agents of SGVCOG, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this SECTION 13.

**SECTION 14. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION.**

At the time of contract execution, CONSULTANT committed to utilize certified DBE(s) in the performance of this DOT-assisted contract, and further agrees to ensure that DBE sub consultants listed on the "EXHIBIT D-2 Consultant Contract DBE Commitment" perform work and/or supply materials in accordance with original commitments, unless otherwise directed and/or approved by SGVCOG prior to CONSULTANT effectuating any changes to its DBE participation goal commitment. CONSULTANT shall make good faith efforts to ensure that DBEs have a maximum opportunity to successfully participate in the work under this AGREEMENT and that CONSULTANT meets the DBE goal specifically committed to and identified in "EXHIBIT D-1 – DBE Goal" attached hereto and made a part of this AGREEMENT.

***OR AS AN ALTERNATE TO THE PARAGRAPH ABOVE,***

At the time of contract execution, CONSULTANT did not commit to utilize DBE(s) in the performance of this DOT-assisted contract. However, in the event DBE(s) are utilized in the performance of this contract, CONSULTANT shall comply with reporting requirements delineated under *Subsection (E) "DBE Records"*.

The remainder of this Section 14 is applicable whether or not CONSULTANT commits to utilization of DBE(s) in the performance of this DOT-assisted contract.

**A. Subcontractors**

- i. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relationship between SGVCOG and any subcontractors of CONSULTANT, and no subcontract shall relieve CONSULTANT of his/her responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to SGVCOG for the acts and omissions of its subcontractors 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 CONSULTANT. CONSULTANT's obligation to pay its subcontractors is an independent obligation from SGVCOG's obligation to make payments to CONSULTANT.
- ii. Unless otherwise required by this Agreement, any subcontract in excess of TWENTY-FIVE THOUSAND DOLLARS (\$25,000), entered into as a result of

this AGREEMENT, shall contain all the provisions stipulated in this AGREEMENT to be applicable to subcontractors.

- iii. CONSULTANT shall pay its subcontractors within SEVEN (7) CALENDAR DAYS from receipt of each payment made to CONSULTANT by SGVCOG.
- iv. Any substitution of subcontractors must be approved in writing by SGVCOG in advance of assigning work to a substitute subcontractor.
- v. CONSULTANT shall submit to SGVCOG a copy of fully executed agreement with each of its subcontractors, within fifteen (15) working days after the execution of this AGREEMENT.

**B. Disadvantaged Business Enterprise (DBE) Participation**

- i. This AGREEMENT is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs."
- ii. In selecting its subcontractors, CONSULTANT must give proper consideration to DBE firms in accordance with 23 CFR 172.5(b), 49 CFR Part 26, and in Appendix D - Exhibit 10-I "Notice to Proposers DBE Information." If this AGREEMENT has a DBE goal, CONSULTANT must meet the DBE goal identified by SGVCOG, CONSULTANT must meet the DBE goal by committing to use DBEs as subcontractors to perform a commercially useful function or document a good faith effort to meet the goal. If a DBE subcontractor is unable to perform, CONSULTANT must make a good faith effort to replace the subcontractor with another DBE subcontractor if the goal is not otherwise met. A DBE is a firm that meets the definition specified in 49 CFR Part 26 and is one or more of the following groups:
  - a. "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
  - b. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
  - c. "Native Americans," which includes persons who are enrolled members of a federally or State recognized Indian tribe, Alaska Natives, or Native Hawaiians;
  - d. "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), Republic of the Northern

Marianas Islands, Samoa, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;

- e. "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
  - f. Women; and
  - g. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.
- iii. DBE and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. CONSULTANT shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of any subcontracts under this AGREEMENT. Failure by CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as SGVCOG deems appropriate.
- a. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

C. Performance of DBE Contractors and other DBE Subcontractors/Suppliers

- i. A DBE will perform a commercially useful function if it is responsible for the execution of part of the scope of the work described in the AGREEMENT and carries out its responsibilities by actually performing, managing, and supervising the work involved. In order to perform a commercially useful function, a DBE must also be responsible for negotiating price, determining quality and quantity, ordering material, and installing (where applicable) and paying for any materials and supplies associated with the work that the DBE performs. To determine whether a DBE is performing a commercially useful function, CONSULTANT must also evaluate the amount of work subcontracted to the DBE, industry practices, whether the amount the DBE is to be paid under the AGREEMENT is commensurate with the work it is actually performing, and other relevant factors.
- ii. 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,



CONSULTANT should examine similar transactions, particularly those in which DBEs do not participate.

- iii. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the work (measured by cost) it performs under the AGREEMENT with its own work force, or if the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, SGVCOG will presume that the DBE it is not performing a commercially useful function.

D. Prompt Payment

i. Prompt Progress Payment to Subcontractors

SGVCOG requires CONSULTANT to pay its subcontractors within seven (7) calendar days of receipt of a progress payment by CONSULTANT as set forth in Section 7108.5 of the California Business and Professional Code. Any violation of Section 7108.5 shall subject CONSULTANT to the penalties, sanctions and other remedies of Section 7108.5. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to CONSULTANT or its subcontractors in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE firms.

ii. Prompt Payment of Funds Withheld to Subcontractors

SGVCOG shall hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by SGVCOG, of the contract work, and pay retainage to CONSULTANT based on these acceptances. CONSULTANT, or subcontractor, shall return all monies withheld in retention from a subcontractor within thirty (30) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by SGVCOG. Federal regulation (49 CFR 26.29) requires that any delay or postponement of payment over 30-days may take place only for good cause and with SGVCOG's prior written approval. Any violation of this provision shall subject the violating prime consultant or subcontractor 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 CONSULTANT or subcontractor in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime contractors and subcontractors.

- a. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.
- b. CONSULTANT shall also incorporate in all subcontract agreements a contract clause providing that CONSULTANT will not be reimbursed for work performed by a subcontractor unless and until CONSULTANT ensures that the subcontractor has been properly paid for the work the subcontractor has satisfactorily performed.

E. DBE Records

- i. CONSULTANT shall maintain records of materials purchased from and/or services supplied under all subcontracts entered into with certified DBEs, identified in Exhibit D-2. 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. If CONSULTANT is a DBE it shall also show the date of work performed by its own forces along with the corresponding dollar value of the work.
- ii. "Monthly DBE Subcontractors Paid Report Summary and Payment Verification" (EXHIBIT D-3):
  - a. If CONSULTANT is a DBE firm and/or has proposed to utilize DBE firms, CONSULTANT will be required to complete and submit an EXHIBIT D-3 form to SGVCOG by the 15<sup>th</sup> of each month for the previous month until completion of the AGREEMENT to facilitate reporting of DBE participation, following the first month of contract activity. CONSULTANT shall report the total dollar value paid to DBEs for the applicable reporting period. CONSULTANT shall also report the DBE's scope of work and the total subcontract value of commitment for each DBE reported.
  - b. CONSULTANT is required to submit a Final EXHIBIT D-3 form report no later than fourteen (14) calendar days after the receipt of final payment and retention from SGVCOG in order to facilitate reporting and capturing the final and actual DBE race-conscious and race-neutral attainments.
- iii. CONSULTANT is advised not to report the participation of DBEs toward CONSULTANT's DBE attainment until the amount being counted has been paid to the DBE.
  - a. Upon completion of the AGREEMENT, a summary of all DBE contract records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprises (DBE) First-Tier Subcontractors," (EXHIBIT D-4), certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to SGVCOG upon request after final payment is made. Failure to provide the summary of DBE payments upon such request will result in twenty-five

percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be provided to CONSULTANT when a satisfactory "Final Report Utilization of Disadvantaged Business Enterprises (DBE) First-Tier Subcontractors," (EXHIBIT D-4) is submitted to SGVCOG.

#### F. DBE Certification and De-certification Status

If a DBE subcontractor is decertified during the life of the AGREEMENT, the decertified subcontractor shall notify CONSULTANT in writing of the date of de-certification. If a subcontractor becomes a certified DBE during the life of the AGREEMENT, the subcontractor shall notify CONSULTANT in writing of the date of certification. Any changes should be reported to SGVCOG within thirty (30) days.

Upon completion of the contract, "Disadvantaged Business Enterprises (DBE) Certification Status Change" Form (Exhibit D-5) indicating the DBE's existing certification status shall be signed and certified correct by CONSULTANT. The certified form shall be furnished to SGVCOG within ninety (90) days from the date of contract acceptance.

#### G. DBE Materials and Supplies

**Materials or supplies purchased from DBEs will count towards DBE credit, and, if a DBE is also a DBE, purchases will count towards the DBE goal under the following conditions:**

- i. If the materials or supplies are obtained from a DBE manufacturer, one hundred percent (100%) of the cost of the materials or supplies will count toward the DBE participation. 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 AGREEMENT and of the general character described by the specifications.
- ii. If the materials or supplies are purchased from a DBE regular dealer, sixty percent (60%) of the cost of the materials or supplies will count toward DBE goal. 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 AGREEMENT, 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.

- iii. 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.
- iv. 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.

## **SECTION 15. FAIR EMPLOYMENT PRACTICES.**

- A. During the performance of this AGREEMENT, CONSULTANT and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, color, sex, religious creed, national origin, age (over 40), ancestry, pregnancy, physical disability (including HIV and AIDS), mental disability, sexual orientation, medical condition (e.g., cancer) or marital status and denial of family care leave. CONSULTANT and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONSULTANT and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. CONSULTANT 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.

CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts under this AGREEMENT.

- B. CONSULTANT will take affirmative action to ensure that employees are treated during employment without regard to their race, sex, actual or perceived sexual orientation, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT shall post in conspicuous places, available to employees, notices provided by state and federal agencies regarding fair employment practices.

- C. CONSULTANT will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by representatives of any agency designated by the State of California to investigate or ascertain compliance with this SECTION 15 of this AGREEMENT.
- D. Remedies for willful violation:
  - i. SGVCOG may determine a willful violation of the fair employment provision of this AGREEMENT to have occurred upon receipt of a final judgment to that effect from a court in an action to which CONSULTANT was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that CONSULTANT has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.
  - ii. For willful violation of the fair employment provision of this AGREEMENT, SGVCOG shall have the right to terminate this AGREEMENT, either in whole or in part, and any loss or damage sustained by SGVCOG in securing the goods or services described herein shall be borne by and paid for by CONSULTANT and SGVCOG may deduct from any moneys due or that thereafter may become due to CONSULTANT, the difference between the price named in the AGREEMENT and the actual cost thereof to SGVCOG to cure CONSULTANT's breach of this AGREEMENT.

**SECTION 16. NONDISCRIMINATION ASSURANCES.**

- A. CONSULTANT hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d - 42 U.S.C. 2000d-4 (the "ACT"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Part 26.13, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (the "REGULATIONS"), the Federal-Aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the ACT, REGULATIONS, and other pertinent directives, no person in the United States shall, on the basis of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity of CONSULTANT under this AGREEMENT. CONSULTANT hereby gives assurance that CONSULTANT and subcontractors will promptly take any measures necessary to effectuate this SECTION 16. Failure by CONSULTANT to carry out these requirements would be a material breach of the AGREEMENT and may result in termination of the AGREEMENT in accordance with SECTION 25 or other actions by SGVCOG in accordance with SECTION 25.

- B. CONSULTANT, without limiting the above general assurance, hereby gives the following specific assurances:
- i. CONSULTANT agrees that each “program” and each “facility” as defined in subsections 21.23(e) and 21.23(b) of the REGULATIONS will be conducted or will be operated in compliance with all requirements imposed by, or pursuant to, the REGULATIONS.
  - ii. CONSULTANT shall insert the following notification in all solicitations for bids for work or material made in connection with this AGREEMENT and, in adapted form, in all proposals for negotiated agreements:

“CONSULTANT hereby notifies all bidders that it will affirmatively ensure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, age, religion, or disability in consideration for an award”.
  - iii. CONSULTANT shall insert the clauses of EXHIBIT “F” “NONDISCRIMINATION ASSURANCES IN SUBCONTRACTS” into every subcontract under this AGREEMENT.
  - iv. CONSULTANT agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the ACT, the REGULATIONS, and this AGREEMENT.
  - v. CONSULTANT shall provide for such methods of administering its obligations under the AGREEMENT as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that CONSULTANTS and its agents, subcontractors, and successors in interest will comply with all requirements imposed by, or pursuant to the ACT, the REGULATIONS, and this AGREEMENT.

## **SECTION 17. UNAUTHORIZED ALIENS.**

CONSULTANT hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and, in connection therewith, shall not employ unauthorized aliens as defined therein. Should CONSULTANT so employ such unauthorized aliens for the performance of work and/or services covered by this AGREEMENT, and should any liability or sanctions be imposed against SGVCOG for such use of unauthorized aliens, CONSULTANT hereby agrees to and shall reimburse SGVCOG for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by SGVCOG in connection therewith.

## **SECTION 18. CONFLICTS OF INTEREST.**

- A. CONSULTANT shall disclose any financial, business, or other relationship with SGVCOG that may have an impact upon the outcome of this AGREEMENT, or any ensuing SGVCOG **construction contracts**. CONSULTANT shall also disclose current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing SGVCOG **construction contracts** which will follow.
- B. CONSULTANT 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 AGREEMENT.
- C. Any subcontract in excess of twenty five thousand dollars (\$25,000) entered into as a result of this AGREEMENT shall contain all of the provisions of this SECTION 18.
- D. CONSULTANT certifies that it will NOT bid individually or as part of a team on any ensuing **environmental services and construction contracts** on any SGVCOG project covered by this AGREEMENT.
- E. CONSULTANT certifies that any sub consultant and any firm affiliated with CONSULTANT or sub consultants that earn revenue in excess of twenty five thousand dollars (\$25,000) in connection with this AGREEMENT will NOT be allowed to bid individually or as part of a team on any ensuing **construction contracts** on any SGVCOG project covered by this AGREEMENT.

## **SECTION 19. RESTRICTIONS ON LOBBYING.**

- A. CONSULTANT certifies to the best of his or her knowledge and belief that:
  - 1. By signing this AGREEMENT, CONSULTANT certifies, to the best of its knowledge and belief, that no state, federal or local agency appropriated funds have been paid or will be paid, by or on behalf of CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or an employee of the Congress, or an employee of a Member of Congress in connection with this AGREEMENT (See Exhibit "G").
  - 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 an 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 AGREEMENT, CONSULTANT shall complete and submit all required lobbying disclosure forms and reports.

- B. This certification is a material representation of fact upon which reliance was placed when this AGREEMENT was executed. 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.
- C. The language of this SECTION 19 shall be included in all subcontracts that exceed ONE HUNDRED THOUSAND DOLLARS (\$100,000) in value and that all such subcontractors shall certify and disclose accordingly.

**SECTION 20. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.**

- A. All information gained or work products produced by CONSULTANT in performance of this AGREEMENT shall be considered confidential, unless such information is in the public domain or already known to CONSULTANT. CONSULTANT shall not release or disclose any such information or work products to persons or entities other than SGVCOG without prior written authorization from SGVCOG, except as may be required by law.
- B. CONSULTANT, its officers, employees, agents or subcontractors shall not, without prior written authorization from SGVCOG or unless requested by legal counsel to SGVCOG, voluntarily provide declarations, letters of support, and testimony at depositions, response to interrogatories or other information concerning the work performed under this AGREEMENT. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives SGVCOG notice of such court order or subpoena.
- C. CONSULTANT shall not issue any news release or public relations item of any nature regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by SGVCOG and receipt of SGVCOG'S written permission.
- D. If CONSULTANT, or any officer, employee, agent or subcontractor of CONSULTANT, provides any information or work product in violation of this AGREEMENT, then SGVCOG shall be indemnified by and have the right to reimbursement and CONSULTANT for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of CONSULTANT's conduct.
- E. CONSULTANT shall promptly notify SGVCOG should CONSULTANT, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this AGREEMENT and the work performed thereunder. SGVCOG retains the right, but has no obligation, to represent CONSULTANT or be present at any deposition, hearing or similar proceeding. CONSULTANT agrees to cooperate fully with SGVCOG and to provide SGVCOG with the opportunity to review any response to discovery requests provided by CONSULTANT. However, this right to



review any such response does not imply or mean that SGVCOG has an obligation to control, direct, or rewrite said response.

- F. All information related to the construction estimate is confidential until the opening of all construction bids and shall not be disclosed by CONSULTANT to any entity other than SGVCOG.

## **SECTION 21. INDEMNIFICATION.**

- A. RAILROAD, SGVCOG along with its individual members, and their respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "INDEMNITEES") shall have no liability to CONSULTANT or any other person for, and CONSULTANT shall indemnify, defend, protect and hold harmless INDEMNITEES from and against, any and all losses, liabilities, claims, actions, demands, detriments, penalties, charges, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "CLAIMS"), which INDEMNITEES may suffer or incur or to which INDEMNITEES may become subject by reason of or arising out of any injury to or death of any person(s) (including, but not limited to, employees, subcontractors, agents, and invitees of CONSULTANT, RAILROAD, SGVCOG along with its individual members, or any other person to whom a duty of care is owed), damage to or destruction of property, loss of use of property, economic loss of third parties or otherwise relating to, occurring as a result of, or allegedly caused during the term of this AGREEMENT by the negligence, or reckless acts or omissions or willful misconduct of CONSULTANT, its agents, officers, directors, subcontractors or employees, committed in performing any of the services under this AGREEMENT. All of CONSULTANT'S obligations under this Section 21 are intended to apply to the fullest extent permitted by law (including but not limited to, California Civil Code Section 2782 and 2782.8).
- B. If any action or proceeding is brought against INDEMNITEES by reason of any of the matters against which CONSULTANT has agreed to indemnify INDEMNITEES as provided above, CONSULTANT, upon notice from SGVCOG, shall defend INDEMNITEES at its expense by counsel acceptable to SGVCOG, such acceptance not to be unreasonably withheld. INDEMNITEES need not have first paid for any of the matters to which INDEMNITEES are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by CONSULTANT under SECTION 22 shall ensure CONSULTANT's obligations under this SECTION 21, but the limits of such insurance shall not limit the liability of CONSULTANT hereunder. The provisions of this SECTION 21 shall survive the expiration or earlier termination of this AGREEMENT.
- C. The provisions of this SECTION 21 do not apply to CLAIMS occurring as a result of the sole negligence or willful misconduct of SGVCOG or of RAILROAD.

## **SECTION 22. INSURANCE.**

CONSULTANT agrees to obtain and maintain in full force and effect during the term of this AGREEMENT the insurance policies set forth in EXHIBIT "H" INSURANCE and made part of this AGREEMENT and, unless waived by SGVCOG in its sole discretion, to require that all its subcontractors also obtain and maintain the insurance policies set forth in EXHIBIT "H". CONSULTANT insurance shall provide coverage for all activities under this AGREEMENT, whether performed by CONSULTANT or any subcontractors. The insurance policies shall name RAILROAD, SGVCOG and their respective elected and appointed boards, officials, officers, agents, employees and volunteers as "additional insureds" with respect to all liabilities arising out of CONSULTANT'S or subcontractors obligations under the AGREEMENT. All insurance policies shall be subject to approval by SGVCOG as to form and content. The insurance policy requirements as set forth in EXHIBIT "H" are subject to amendment or waiver if so approved in writing by SGVCOG. Upon request by SGVCOG, CONSULTANT agrees to provide certificates evidencing that CONSULTANT and its subcontractors have obtained the required policies.

## **SECTION 23. ASSIGNMENT.**

The expertise and experience of CONSULTANT are material considerations for this AGREEMENT. SGVCOG has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon CONSULTANT under this AGREEMENT. In recognition of that interest, CONSULTANT shall not assign or transfer any portion of this AGREEMENT or the performance of any of CONSULTANT's duties or obligations under this AGREEMENT without the prior written consent of SGVCOG. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this AGREEMENT entitling SGVCOG to any and all remedies at law or in equity, including summary termination of this AGREEMENT.

Notwithstanding any other provisions in this SECTION 23, SGVCOG may assign this AGREEMENT, in whole or in part, including performance of SGVCOG's duties and responsibilities, to a successor organization that will undertake the project(s) named herein and this AGREEMENT shall inure to the benefit of and shall be binding upon any such successor organization and CONSULTANT.

## **SECTION 24. TERMINATION OF AGREEMENT.**

- A. SGVCOG may terminate this AGREEMENT, with or without cause, at any time by giving thirty (30) days written notice of termination to CONSULTANT. In the event such notice is given, CONSULTANT shall cease immediately all work in progress.
- B. If CONSULTANT is in default under this AGREEMENT, then, in addition to an other remedies, SGVCOG may terminate this AGREEMENT immediately upon written notice.

- C. Upon termination of this AGREEMENT, all property belonging to SGVCOG, which is in CONSULTANT's possession, shall be returned to SGVCOG. CONSULTANT shall furnish to SGVCOG a final invoice for work performed and expenses incurred by CONSULTANT, prepared as set forth in SECTION 7 of this AGREEMENT. This final invoice shall be reviewed and paid in the same manner as set forth in SECTION 7 of this AGREEMENT.

## **SECTION 25. DEFAULT.**

If either CONSULTANT or SGVCOG fails to perform any material obligation under this AGREEMENT, the non-breaching party shall notify the breaching party in writing. Within thirty (30) days of receipt of such written notice, the breaching party shall commence curing such breach and shall diligently pursue such cure to completion. If the breaching party fails to diligently pursue such cure to completion, the breaching party shall be in default under the terms of this AGREEMENT. In the event that CONSULTANT is in default, SGVCOG shall not have any obligation or duty to continue compensating CONSULTANT for any services performed after the date of default, and SGVCOG, without limiting any other legal or equitable remedies available to it, shall be entitled to withhold from CONSULTANT amounts unpaid hereunder and to offset such amounts against damages or losses incurred by SGVCOG, including increased costs of services.

## **SECTION 26. CONSULTANT'S ENDORSEMENT.**

CONSULTANT shall place its endorsement on all developed plans, estimates, specifications or any other engineering provided to SGVCOG.

## **SECTION 27. CONTINUITY OF PERSONNEL.**

CONSULTANT may not replace key staff, set forth in CONSULTANT's Proposal, and included as EXHIBIT "I" "LIST OF KEY PERSONNEL" attached hereto, unless their employment is terminated or their replacement is agreed upon by SGVCOG. SGVCOG must approve replacement staff before the replacement staff are assigned to perform services under this AGREEMENT. SGVCOG reserves the right to request that CONSULTANT replace a staff person assigned to perform services under this AGREEMENT in the event SGVCOG, in its sole discretion, determines such a replacement is necessary. Replacement staff, in every case, are subject to SGVCOG written approval prior to assignment to perform services under this AGREEMENT.

## **SECTION 28. TIME IS OF THE ESSENCE.**

Time is of the essence in the performance of this AGREEMENT.

## **SECTION 29. EXCUSABLE DELAYS.**

CONSULTANT shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of CONSULTANT. Such causes include, but are not limited to, acts of God, acts of the public

enemy, and acts of federal, state or local governments, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this AGREEMENT shall be equitably adjusted for any delays due to such causes.

### **SECTION 30. PATENT RIGHTS.**

Applicable patent rights provisions described in 41 CFR 1-91, regarding rights to inventions shall be included in the AGREEMENT, as appropriate.

### **SECTION 31. COPYRIGHTS.**

SGVCOG may permit copyrighting reports or other agreement products. If copyrights are permitted, the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

### **SECTION 32. LABOR COMPLIANCE REQUIREMENTS.**

This AGREEMENT is subject to State prevailing wage requirements of the California Labor Code including Sections 1770 and 1773. All covered work classifications required in performance of this AGREEMENT will be subject to prevailing wage provisions. If there is a difference between the Federal and State wage rates, CONSULTANT and its subcontractors shall pay not less than the higher wage rate. CONSULTANT shall further adhere to the requirements contained in Exhibit "J" - Labor Compliance Provisions.

In order to demonstrate compliance if CONSULTANT provides employer sponsored fringe benefit packages to its employees, CONSULTANT must be able to show that CONSULTANT's payments on behalf of its employees to the benefit packages are equal to the aggregate fringe benefit credit amount specified in the applicable prevailing wage determination. In the event that CONSULTANT pays for a total fringe benefit package in an amount less than the aggregate credit allowed in the prevailing wage determination, CONSULTANT must pay the difference directly to the employee. However, in no event will employer payments in excess of the amount specified as the total for fringe benefits be used to reduce the basic wage rate paid to the employee. Additionally, payments in excess of the basic hourly prevailing wage rate may be credited towards the fringe benefit payment requirement.

This matter is addressed in Section 16200 of the California Code of Regulations (CCR) and is cited in pertinent part:

"...(I) Credit Available For Actual Payment of Fringe Benefit Costs up to the Prevailing Amount. The contractor obligated to pay the full prevailing rate of per diem wages may take credit for amounts up to the total of all fringe benefit amounts listed as prevailing in the appropriate wage determination. This credit may be taken only as to amounts which are actual payments under Employer Payments Section 16000(1)-(3). In the event the total of Employer Payments by a contractor for the fringe benefits listed as prevailing is less than the aggregate amount set out as prevailing in the wage

determination, the contractor must pay the difference directly to the employee. No amount of credit for payments over the aggregate amount of employer payments shall be taken nor shall any credit decrease the amount of direct payment of hourly wages of those amounts found to be prevailing for straight time or overtime wages...”

### **SECTION 33. SAFETY.**

CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by SGVCOG. CONSULTANT shall wear hard hats and safety vests at all times while working on the construction project site.

Pursuant to Section 591 of the California Vehicle Code, SGVCOG has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14 and 15 of the California Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

Any subcontract entered into as a result of this AGREEMENT, shall contain all of the provisions of this Section 33.

### **SECTION 34. NATIONAL LABOR RELATIONS BOARD CERTIFICATION.**

In accordance with Public Contract Code 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt by court by a federal court has been issued against CONSULTANT within the immediately preceded two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

### **SECTION 35. EVALUATION OF CONSULTANT.**

CONSULTANT'S performance will be evaluation by SGVCOG in interim basis. At the discretion of SGVCOG, a copy of the evaluation may be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the contract files.

### **SECTION 36. WAIVER.**

Waiver by any party to this AGREEMENT of any term, condition, or covenant of this AGREEMENT shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any default of the provisions of this AGREEMENT shall not constitute a waiver of any other provision, nor a waiver of any subsequent default or violation of any provision of this AGREEMENT. Acceptance by SGVCOG of any work or services by CONSULTANT shall not constitute a waiver of any of the provisions of this AGREEMENT.

**SECTION 37. NOTICES.**

All notices required or permitted to be given under this AGREEMENT shall be in writing and shall be personally delivered, or sent by facsimile, or overnight delivery service or certified mail, postage prepaid and return receipt requested, addressed as follows:

To SGVCOG:

Mr. Mark Christoffels  
Chief Engineer  
San Gabriel Valley Council of Governments  
4900 Rivergrade Road, Suite A120  
Irwindale, CA 91706  
Telephone: (626) 962-9292  
Facsimile: (626) 962-3552

With a copy to:

Mr. David DeBerry  
General Counsel  
San Gabriel Valley Council of Governments  
c/o Woodruff Spradlin & Smart, A Professional Corporation  
555 Anton Boulevard, Suite 1200  
Costa Mesa, CA 92626-7670  
Telephone:(714) 415-1088  
Facsimile: (714) 415-1188

To CONSULTANT:

Randall Bruner, P.E.  
President  
Ghirardelli Associates, Inc.  
2055 Gateway Place, Ste. 470  
Telephone: (408) 930-3410  
Facsimile: (408) 435-5505

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile, if mailed three (3) days after deposit of the same in the custody of the United States Postal Service or if via overnight delivery, on the date one (1) day after deposit of same to overnight delivery service.

**SECTION 38. BINDING EFFECT.**

This AGREEMENT shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

**SECTION 39. MODIFICATION OF AGREEMENT.**

No amendment to or modification of this AGREEMENT shall be valid unless made in writing and approved by CONSULTANT and by SGVCOG. The parties agree that this

requirement for written modifications cannot be waived and that any attempted waiver shall be void.

**SECTION 40. LAW TO GOVERN; VENUE.**

This AGREEMENT shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles.

**SECTION 41. ATTORNEYS FEES, COSTS AND EXPENSES.**

In the event litigation or other proceeding is required to enforce or interpret any provision of this AGREEMENT, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

**SECTION 42. SEVERABILITY.**

If any term, condition or covenant of this AGREEMENT is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this AGREEMENT shall not be affected thereby and the AGREEMENT shall be read and construed without the invalid, void or unenforceable provisions.

**SECTION 43. COVENANT AGAINST CONTINGENT FEES.**

CONSULTANT warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT to solicit or secure this AGREEMENT and that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this AGREEMENT. For breach or violation of this warranty, SGVCOG, in its sole discretion, shall have the right to terminate this AGREEMENT without liability, or at its discretion to pay only for the work performed or to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

**SECTION 44. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION.**

CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any SGVCOG employee. For breach or violation of this warranty, SGVCOG shall have the right, in its sole discretion, to terminate the AGREEMENT 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.

## **SECTION 45. CONSULTANT DESIGN STANDARDS**

NOT USED

## **SECTION 46. DISPUTES.**

- A. Any dispute, other than audit, concerning a fact arising with the work that is not disposed of by AGREEMENT shall be referred for a determination by SGVCOG Project Manager or his designee, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than thirty (30) days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by SGVCOG Chief Engineer of unresolved disputes, other than audit. The request for review may be submitted verbally or in writing.
- C. Neither the pendency of a dispute, nor its consideration by SGVCOG will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

## **SECTION 47. AUTHORITY TO EXECUTE.**

The person or persons executing this AGREEMENT on behalf of CONSULTANT warrants and represents that he/she/they has/have the authority to execute this AGREEMENT on behalf of his/her/their organization and warrants and represents that he/she/they has/have the authority to bind CONSULTANT to the performance of its obligations hereunder.

## **SECTION 48. ENTIRE AGREEMENT.**

This AGREEMENT, including the attached EXHIBITS "A" through "K", is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between CONSULTANT and SGVCOG prior to the execution of this AGREEMENT. No statements, representations or other agreements, whether oral or written, made by any party which is not embodied herein shall be valid and binding. No amendment to this AGREEMENT shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.



**SECTION 49. SIGNATURES.**

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

**CONSULTANT: GHIRARDELLI ASSOCIATES, INC.**

By \_\_\_\_\_

Title \_\_\_\_\_

**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**

By \_\_\_\_\_

Title \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Counsel to SAN GABRIEL VALLEY COUNCIL  
OF GOVERNMENTS

**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**

**EXHIBIT "A"**

**SCOPE OF SERVICES**

**CONSTRUCTION MANAGEMENT SERVICES  
FOR  
AT-GRADE CROSSINGS SAFETY IMPROVEMENT PROJECT**

## SCOPE OF SERVICES

### Construction Management Services for At-Grade Crossings Safety Improvement Project

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The scope of services will be to provide Construction Management (CM) Services for the At-Grade Crossings Safety Improvement Project located in the Union Pacific Railroad (UPRR) Los Angeles Subdivision right of way in the City of Pomona, and City of Montebello.

All work is to be performed in accordance with the San Gabriel Valley Council of Government's (SGVCOG) Project Procedures/Resident Engineer Manual, which is incorporated herein by reference, and made a part of this AGREEMENT No. 19-05 for Construction Management Services for the At-Grade Crossings Safety Improvement Project.

Below is a discussion of the general requirements and services anticipated by SGVCOG that will be applicable to all at-grade crossing improvement, unless otherwise indicated.

#### TASK 1 - PRE-CONSTRUCTION SERVICES

**1.1 Resident Engineer's Manual:** The CONSULTANT shall become familiar with the RE Manual and shall follow and enforce all processes and procedures identified within the document, as may be amended from time to time.

**1.2 Constructability Analysis:** Prior to the start of this subtask, SGVCOG and CONSULTANT shall identify and agree upon the detailed scope of services to be performed under the constructability analysis. CONSULTANT shall perform constructability analyses at design levels as requested by SGVCOG. The analyses shall include the use of approved checklists as provided by SGVCOG. CONSULTANT shall provide results to SGVCOG and shall participate in review meetings. CONSULTANT shall conduct back-checks as necessary to the constructability analyses to ensure that all items have been addressed in the design prior to release for bid.

**1.3 Construction Schedule:** CONSULTANT shall prepare a draft construction schedule prior to release of IFB bid to validate the construction duration proposed in the bid documents.

**1.4 Cost Estimate:** Prior to release of bid documents, CONSULTANT shall prepare an independent cost estimate validating the Design Consultant's estimate.

**1.5 Submittal Log:** CONSULTANT shall review the design drawings and specifications and prepare a comprehensive Submittal Log identifying all required submittals.

**1.6 Bid Support:** SGVCOG will be responsible for the bidding and award of the project. During the bidding process, SGVCOG will require CONSULTANT to assist in developing the project specific front end documents of the specifications including but not limited to Division 00 and 01, packaging of the bid documents, conducting the pre-bid conference and job walk, and answering questions from bidders including but not limited to construction methods, phasing, and utility coordination.

**1.7 Early Utility Coordination:** As directed by SGVCOG, CONSULTANT shall be responsible for coordination/inspection of early construction activities, including utility relocations. This task may include inspection and survey services to ensure that the utilities are correctly placed within designated easements and at designated depths. CONSULTANT shall document with as built plans the locations of all utilities placed prior to the commencement of the project's construction contract to ensure that these utilities are protected in place upon commencement of construction.

**1.8 Pre-Condition Survey:** CONSULTANT shall document the existing condition of the contract work site prior to any construction activities. Documentation will include the use of photographic/videographic records.

**1.9 Pre-Construction Meeting:** Prior to the beginning of construction, CONSULTANT will be responsible for conducting a Pre-construction meeting with Contractor, SGVCOG, UPRR and other third parties, to go over the expectations, responsibilities matrix, change order procedures, document management system, schedules and updates, third party incident/accident forms, third party coordination, media process, and the emergency response process etc.

**1.10 Construction Schedule Review:** Prior to the beginning of construction, CONSULTANT shall be responsible for conducting a scheduling meeting with Contractor, SGVCOG, UPRR and other third parties, to go over the proposed construction schedule. CONSULTANT shall review, comment, and approve the Contractor's baseline construction schedule.

**1.11 Special Work Assignments:** CONSULTANT shall be required to perform special work assignments. The budget under this task will be used only upon SGVCOG's written authorization and will be tracked separately with proper documentation of the effort required to complete the special work assignment. CONSULTANT will prepare a scope and its associated cost and obtain SGVCOG's written approval prior to commencement of any special work assignment task.

## **TASK 2 – CONSTRUCTION–PHASE SERVICES**

CONSULTANT shall perform Task 2 – Construction-Phase Services in accordance with the requirements of the RE Manual. Below are listed various subtasks within the

Construction-Phase Services. CONSULTANT should refer to the RE Manual for a complete description of the requirements of the work under each of the subtasks.

SGVCOG requires that CONSULTANT shall use the current version of Procore Construction Management software to manage and administer the assigned construction contracts in accordance with the requirements of the RE Manual.

**2.1 Progress Management:** CONSULTANT shall be responsible for ensuring the Construction Contractor(s) follow their respective schedules and accomplish their work on time. Some elements of work include:

- A. Monitoring the status of permits, submittals, shop drawings, material procurement and delivery.
- B. Identifying potential schedule slippages, notifying the Construction Contractor(s), and discussing their recovery plans, and making recommendations to SGVCOG regarding corrective action plans.
- C. Assisting the Construction Contractor(s) in coordination and issue resolution with agencies, the designer and utilities.

**2.2 Progress Schedule:** CONSULTANT shall review, comment, and approve the Contractor's construction schedule updates. CONSULTANT shall perform Time Impact Analyses, review and approve Recovery Schedules, and review and approve the As-Built Schedules. These schedules shall be reviewed for accuracy including work accomplished, reasonableness of forecasted completion durations based on production rates achieved to date, and compliance with the Contract Documents including milestones. CONSULTANT shall develop a cost loaded schedule analysis on a monthly basis for use in the claims support services required by SGVCOG.

**2.3 Changes/Claims:** CONSULTANT shall recommend and implement change order and claim avoidance practices. CONSULTANT shall analyze, prepare a cost estimate, negotiate, and process changes and claims in accordance with procedures provided by SGVCOG. SGVCOG will review CONSULTANT's schedule analysis on delay claims, including the cost of delay. SGVCOG will provide policy guidance on contract administration and conduct technical reviews of proposed change orders.

**2.4 Construction Safety:** SGVCOG has a programmatic Safety and Health Plan. In accordance with SGVCOG's Safety and Health Plan, CONSULTANT shall provide the services of a Safety Officer.

The Construction Contractor will prepare a contract-specific Safety Plan in accordance with the programmatic Safety Plan. CONSULTANT shall review the Construction Contractor's Safety Plan, recommend changes, and when complete, recommend approval by SGVCOG. CONSULTANT shall monitor the Construction Contractor's compliance with the Contractor's safety program, and shall stop the work whenever

safety conditions warrant. CONSULTANT shall document safety concerns and corrective actions taken.

In the event of an accident, both CONSULTANT and CONSULTANT's Safety Officer will prepare accident reports as required in SGVCOG's Safety and Health Plan. This is in addition to any accident reports required of the Construction Contractor.

CONSULTANT shall be responsible for ensuring compliance with all UPRR safety regulations, and shall ensure that all workers are current on Roadway Worker Safety training.

**2.5 Utility Coordination:** CONSULTANT shall provide utility inspection and coordination, as needed in order to resolve all technical issues related to affected utilities, and to include third party utility relocations that are required prior to the start of construction. This is in addition to the Construction Contractor's scope which includes utility coordination and technical issue resolution for all affected utilities as required in the Contract Documents. Upon SGVCOG's request, CONSULTANT shall provide additional services on an as-needed basis to assist SGVCOG in verifying additional work charges by thirty party utility companies.

**2.6 Coordinate Flagpersons and Watchpersons:** CONSULTANT shall coordinate and effectively schedule UPRR flagpersons and watchpersons to provide protection to work crews and equipment on the worksite.

**2.7 Quality Assurance:** CONSULTANT shall provide resident engineering and quality assurance inspection services to ensure that the work is performed, constructed, and coordinated in accordance with the Contract Documents, applicable codes, applicable regulatory requirements, and applicable permits.

CONSULTANT shall verify that materials incorporated into the work comply with the specifications.

**2.8 Materials Testing and Support Services:** CONSULTANT shall provide materials testing and inspection services for quality assurance and acceptance of the work. CONSULTANT shall follow SGVCOG's Quality Assurance Program Manual (QAP) in providing these services. The testing laboratory selected by CONSULTANT shall provide certification to SGVCOG affirming that it is capable of performing testing in conformance with SGVCOG's QAP and is Caltrans accredited. Additionally, the testing-laboratory's Quality Control and Quality Assurance Program will be subject to review and approval by SGVCOG.

CONSULTANT shall provide assistance to witness such testing, when required. CONSULTANT shall deliver to the Construction Contractor test results and shall order re-test on materials that fail the first test, if requested by the Construction Contractor. CONSULTANT shall keep an accounting of the costs of such re-tests and shall deduct this amount from the Construction Contractor's progress payment application.

**2.9 Environmental Services:** CONSULTANT shall ensure the Construction Contractor's compliance with environmental permits, regulatory requirements, construction environmental controls, and mitigation measures. CONSULTANT shall enforce sound environmental management practices (including, but not limited to, dust, noise, vibration, and erosion control).

**2.10 Progress Payments:** CONSULTANT shall review and approve/reject the Construction Contractor's monthly progress payment requests in accordance with the General Provisions of the Contract Documents and California statutes. Upon receipt of progress payment application from the Construction Contractor, CONSULTANT will review and approve or return the progress payment application within seven (7) days. Upon approval, CONSULTANT will forward the progress payment application to SGVCOG for payment.

CONSULTANT shall also recommend withholdings or back-charges. CONSULTANT shall also maintain a schedule of earnings for the record file.

**2.11 Submittals, Requests for Information (RFIs) and Nonconformance Reports (NCRs):** CONSULTANT shall review all submittals and RFIs for quality and completeness prior to forwarding. CONSULTANT shall process and track all Construction Contractor submittals and RFIs using the current version of Procore Construction Management software suitable for this purpose.

CONSULTANT shall generate and process NCRs for quality completion of the work.

**2.12 Conferences / Meetings:** Other than the Pre-construction meeting as described in Task 1.9, CONSULTANT shall also conduct all meetings and conferences necessary to progress the work. These shall include, but not be limited to, the following:

- Monthly progress report meetings/presentations at SGVCOG's office.
- Weekly progress / issue-resolution meetings
- Readiness Review meetings (as needed)
- Weekly and monthly safety meetings (as needed)
- Third-party coordination meetings

**2.13 Reports and Records:** CONSULTANT shall organize and track project information as required in Procore Construction Management software and in accordance with RE Manual.

A. CONSULTANT shall prepare a monthly report to be incorporated in the SGVCOG's Monthly Summary Status Report and Detailed Cost / Schedule Report.

B. CONSULTANT shall maintain daily job diaries, field change notices, drawing registers / drawing control logs, and other records to document the project. At a

minimum, the daily job diaries shall include work accomplished; materials accepted and basis for acceptance; personnel, equipment, and subcontractors present on site; and deficiencies noted.

C. CONSULTANT shall maintain progress and record photographs.

D. CONSULTANT shall ensure that appropriate documentation is provided for changed conditions, requests for information, requests for deviations, non-compliant and non-conforming materials, and potential claims (Task 2.3). All such requests shall be communicated to SGVCOG and resolved by CONSULTANT expeditiously.

E. CONSULTANT shall prepare reports, including Weekly Progress Meeting Reports, Monthly Manpower Reports, Work Projection Reports, Delay Reports (as occurring), Deficiency Logs, Contract Status Reports, Evaluation of Claims, Evaluation of Requests for Change Orders, and reports covering other project-relevant matters.

F. Meeting minutes shall include the documentation of issues discussed, assignment of action items, due dates, and solutions to issues.

G. CONSULTANT shall maintain all Stop Notices and Preliminary 20-Day Notices submitted by contractors. CONSULTANT shall provide copies of all the notices to SGVCOG within five (5) calendar days after receipt of such notices.

**2.14 Traffic Control and Traffic Handling Plans:** CONSULTANT shall review traffic control and traffic handling plans prepared by the Construction Contractor prior to forwarding them to the local agencies for approval. CONSULTANT shall be responsible for coordination with the local agencies to resolve any technical issues delaying the local agency review process.

**2.15 Survey Support (QA):** CONSULTANT shall monitor the Construction Contractor's compliance with surveying requirements (especially pre-placement surveys). CONSULTANT shall verify the Construction Contractor's layouts and controls, spot check reference points and finished work, and monitor settlement or movement of existing facilities, if required. Construction control survey points will be provided and CONSULTANT will be responsible for providing quality assurance of the Construction Contractor's work.

**2.16 Railroad Force Account:** SGVCOG will coordinate railroad force account activity required for the project. CONSULTANT shall be required to record force account work, including crew size, equipment and materials, and use that data to review UPRR bills to ensure that charges are appropriate.

**2.17 Public Affairs:** As requested, CONSULTANT shall provide assistance to SGVCOG for community outreach activities related to construction activity.



**2.18 Document Control:** CONSULTANT shall adhere to the Document Control Procedures and processes established in the RE Manual. CONSULTANT shall maintain hard-copy files and a Procore Construction Management software based correspondence control register for all documents including correspondence, contract drawings, RFI's, submittals, standard forms and reports.

**2.19 Contractor Insurance:** SGVCOG will receive and evaluate the Construction Contractor's initial certificates of insurance. Prior to construction NTP, the files will be turned over to CONSULTANT who will be responsible for tracking the policies, ensuring policies are renewed.

**2.20 Labor Compliance and DBE Monitoring:** SGVCOG will be responsible for performing the bulk of the labor compliance and DBE monitoring. The Construction Contractor and subcontractors shall submit the certified payrolls and other required reports directly to SGVCOG, CONSULTANT shall support SGVCOG by coordinating with the Construction Contractor, if needed, to obtain the necessary documents for both labor compliance and DBE compliance reports. CONSULTANT shall be knowledgeable about the Contractor's DBE program, and the scope of work for each DBE subcontractor. CONSULTANT will monitor the job progress to ensure that the DBEs are actually performing the work in their scope.

**2.21 Cost Engineering/Estimating:** CONSULTANT will provide SGVCOG with cost engineering support in the areas of budget control, construction cost forecasting, progress payment processing, change and claim analysis, and trend / variance analysis.

**2.22 As-Built Drawings:** CONSULTANT shall ensure that the Construction Contractor maintains as-built drawings in accordance with the contract requirements and that they are complete. CONSULTANT shall maintain its own documentation and tracking of all design changes. CONSULTANT shall review and approve the Construction Contractor's as-built drawings.

**2.23 Contract Closeout:** CONSULTANT shall expedite the Contract Closeout process, which controls the physical and contractual completion of the contract. This shall include:

- Orderly transfer of key records and electronic and hard copy documents;
- Final inspection, testing, and release of the facility or system for occupancy or operation;
- Resolution of outstanding contractual issues, changes, claims, and deficiency reports;
- Assessment of liquidated damages;
- Final payment processing;
- Preparation and transfer of as-built contract specifications and drawings as well as field records to appropriate agency for centralized storage and protection.

- Preparation and transfer of Project Closeout Exhibits from Chapter 17 of the Caltrans Local Assistance Procedures Manual.

**2.24 Special Work Assignments:** As specifically directed by SGVCOG, CONSULTANT may be required to perform special work assignments. The budget under this task will be used only upon CONSULTANT’s written authorization and will be tracked separately with proper documentation of the effort required to complete the special work assignment. CONSULTANT will prepare a scope and its associated cost and obtain SGVCOG’s written approval prior to commencement of any special work assignment task.

**CONSTRUCTION MANAGEMENT SERVICES CONSULTANT DELIVERABLES**

DELIVERABLE MATRIX	DELIVERABLE DESCRIPTIONS
PRE-CONSTRUCTION PHASE	Constructability Review Checklist <input type="checkbox"/> Constructability Review Comments (at design level specified by SGVCOG) <input type="checkbox"/> Constructability Review Comments (100%) <input type="checkbox"/> Constructability Review Back-Check Certification <input type="checkbox"/> Draft Construction Schedule <input type="checkbox"/> Independent Cost Estimate <input type="checkbox"/> Submittal Log <input type="checkbox"/> Comments of SGVCOG Resident Engineer’s Manual <input type="checkbox"/> Pre-Condition Survey Documentation <input type="checkbox"/> Approved Baseline Construction Schedule
CONSTRUCTION PHASE	<input type="checkbox"/> Inspector’s Daily Reports <input type="checkbox"/> Progress Schedule and Payments <input type="checkbox"/> Work Project Reports <input type="checkbox"/> CCOs, RFIs, RFCs etc. <input type="checkbox"/> Job Photos and Progress Reports <input type="checkbox"/> All documentation will be maintained at the project job site office and will be submitted after the Post Construction Phase

POST-CONSTRUCTION PHASE	<ul style="list-style-type: none"><li><input type="checkbox"/> Deliver bound and indexed project documentation</li><li><input type="checkbox"/> Indexed Materials Certificates</li><li><input type="checkbox"/> "As-Built" Schedule</li><li><input type="checkbox"/> "As-Built" Plans</li><li><input type="checkbox"/> Project Completion Report</li><li><input type="checkbox"/> Final Payment Report</li><li><input type="checkbox"/> Final Quarterly SBE Payment Report</li><li><input type="checkbox"/> Chapter 17 LAPM Exhibits</li></ul>
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**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**

**EXHIBIT “B”**

**SAMPLE TASK ORDER**

**CONSTRUCTION MANAGEMENT SERVICES  
FOR  
AT-GRADE CROSSINGS SAFETY IMPROVEMENT PROJECT**

**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**

**TASK ORDER**

**CONSTRUCTION MANAGEMENT SERVICES FOR  
AT-GRADE CROSSINGS SAFETY IMPROVEMENT PROJECT**

<b>CONSULTANT:</b>	<b>AGREEMENT NO.:</b> 19-05	<b>TASK ORDER NO.:</b>
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<b>TASK ORDER TITLE:</b>	
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<b>EFFECTIVE DATE OF THIS TASK ORDER:</b>	<b>TASK ORDER VALUE:</b>
---	--------------------------

<b>CONTACT:</b>	<b>TELEPHONE:</b>
<b>FACSIMILE:</b>	<b>EMAIL:</b>
<b>ADDRESS:</b>	

**1. SCOPE OF SERVICES:**

CONSULTANT agrees to perform the services identified in Attachment "A", Scope of Services, which is attached hereto and made a part hereof this TASK ORDER NO. \_\_.

**2. COMPENSATION:**

The total amount payable to CONSULTANT under this TASK ORDER NO. \_\_ shall not exceed: \_\_\_\_\_ (\$\_\_\_\_\_), as per Attachment "B" (Consultant's cost proposal), and as defined in further detail in SECTION 7 (COMPENSATION AND METHOD OF PAYMENT) and Exhibit "C" (COMPENSATION) of the AGREEMENT.

**3. SUBCONTRACTORS:**

Attachment "C" List of Proposed Subcontractors for TASK ORDER NO. \_\_ is attached hereto and made a part hereof this TASK ORDER NO. \_\_.

**4. KEY PERSONNEL:**

Attachment "D" List of Key Personnel for TASK ORDER NO. \_\_ is attached hereto and made a part hereof this TASK ORDER NO. \_\_.

**5. DBE GOAL**

The DBE goal is changed/unchanged by this TASK ORDER. If changed, the revised DBE goal is \_\_%.

**6. PERIOD OF PERFORMANCE/NOTICE TO PROCEED**

Work under this TASK ORDER NO. \_\_\_ shall commence in accordance with a Notice to Proceed to be issued under separation cover, and shall terminate upon the completion closeout of construction contract identified in this TASK ORDER NO. \_\_\_.

All other terms and conditions of this AGREEMENT NO. 19-05 remains unchanged.

In witness whereof, this TASK ORDER NO. \_\_\_ has been executed under the provisions of AGREEMENT NO. 19-05 between SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS and the above named CONSULTANT. By signature below, the parties hereto agree that all terms and conditions of this TASK ORDER NO. \_\_\_ and AGREEMENT NO. 19-05 shall be in full force and effect.

---

**CONSULTANT:**

**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**

Authorized  
Signature: \_\_\_\_\_

Authorized  
Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Print Title: \_\_\_\_\_

**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**

**EXHIBIT "C"**

**COMPENSATION**

**CONSTRUCTION MANAGEMENT SERVICES  
FOR  
AT-GRADE CROSSINGS SAFETY IMPROVEMENT PROJECT**

**Compensation will be based on executed Task Order(s) issued by SAN GABRIEL  
VALLEY COUNCIL OF GOVERNMENTS**

**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**

**EXHIBIT “D”**

**DBE FORMS**

**CONSTRUCTION MANAGEMENT SERVICES  
FOR  
AT-GRADE CROSSINGS SAFETY IMPROVEMENT PROJECT**

- EXHIBIT D-1: DBE Goal**
- EXHIBIT D-2: Consultant Contract DBE Commitment**
- EXHIBIT D-3: Monthly DBE Subconsultants Paid Report Summary and Payment Verification**
- EXHIBIT D-4: Final Report - Utilization of Disadvantaged Business Enterprises (DBE), First-tier Subcontractors**
- EXHIBIT D-5: Disadvantaged Business Enterprises (DBE) Certification Status Change**



**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**

**EXHIBIT D-1**

**DBE GOAL**

**CONSTRUCTION MANAGEMENT SERVICES  
FOR  
DURFEE AVENUE GRADE SEPARATION PROJECT**

The DBE goal for the **Construction Management Services** Scope of Services is **16%**. The DBE subcontractors are identified in EXHIBIT “E”, “List of Proposed Subcontractors” included herein.

## EXHIBIT D-2 – CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: \_\_\_\_\_ 2. Contract DBE Goal: \_\_\_\_\_
3. Project Description: \_\_\_\_\_
4. Project Location: \_\_\_\_\_
5. Consultant's Name: \_\_\_\_\_ 6. Prime Certified DBE:  7. Total Contract Award Amount: \_\_\_\_\_
8. Total Dollar Amount for **ALL** Subconsultants: \_\_\_\_\_ 9. Total Number of **ALL** Subconsultants: \_\_\_\_\_


10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
<b>Local Agency to Complete this Section</b>		<b>14. TOTAL CLAIMED DBE PARTICIPATION</b>	\$
20. Local Agency Contract Number: _____ 21. Federal-Aid Project Number: _____ 22. Contract Execution Date: _____			%
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.	
_____	_____	_____	_____
23. Local Agency Representative's Signature	24. Date	15. Preparer's Signature	16. Date
_____	_____	_____	_____
25. Local Agency Representative's Name	26. Phone	17. Preparer's Name	18. Phone
_____	_____	_____	_____
27. Local Agency Representative's Title		19. Preparer's Title	
_____		_____	

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

## Required Forms

### SGVCOG FORM 105 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: San Gabriel Valley Council of Governments 2. Contract DBE Goal: 16%  
 3. Project Description: At-Grade Crossings Safety Improvement Project  
 4. Project Location: City of Pomona, City of Montebello  
 5. Consultant's Name: Ghirardelli Associates, Inc. 6. Prime Certified DBE:

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Construction Management and Inspection	CUCP 12487	Ghirardelli Associates, Inc., 9241 Irvine Blvd, Ste 150, Irvine, CA 92618; Randall Bruner, (408) 930-3410	60
Surveying Support Quality Assurance	CUCP 2128	Coast Surveying, Inc., 15031 Parkway Loop B, Tustin, CA 92780; Ruel del Castillo, (714) 918-6266	2
Office Engineering and Inspection	CUCP 5259	KKCS, Inc. 800 S. Figueroe St, Ste 1210, Los Angeles, CA 90017; Dev Kishan, (213) 488-0900	5
<b>Local Agency to Complete this Section</b> 17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____  Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.		11. TOTAL CLAIMED DBE PARTICIPATION	67 %
20. Local Agency Representative's _____ 21. Date _____ 22. Local Agency Representative's Name _____ 23. Phone _____ 24. Local Agency Representative's Title _____		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.   9/24/2019 12. Preparer's Signature _____ 13. Date _____ Randall Bruner 408-930-3410 14. Preparer's Name _____ 15. Phone _____ President 16. Preparer's Title _____	

DISTRIBUTION: Original – included with consultant's proposal to local agency.

REQUEST FOR PROPOSAL NO. 19-05  
 CONSTRUCTION MANAGEMENT SERVICES FOR  
 AT-GRADE CROSSINGS SAFETY IMPROVEMENT PROJECT  
 SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

SGVCOG FORM 105  
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San Gabriel Valley Council of Governments  
 Construction Management Services for  
 At-Grade Crossings Safety Improvement Projects (RFP No. 19-05)

Forms | 2

## INSTRUCTIONS - CONSULTANT CONTRACT DBE COMMITMENT

### CONSULTANT SECTION

1. **Local Agency** - Enter the name of the local or regional agency that is funding the contract.
2. **Contract DBE Goal** - Enter the contract DBE goal percentage 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. **Project Location** - Enter the project location as it appears on the project advertisement.
5. **Consultant's Name** - Enter the consultant's firm name.
6. **Prime Certified DBE** - Check box if prime contractor is a certified DBE.
7. **Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
8. **Total Dollar Amount for ALL Subconsultants** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
9. **Total number of ALL subconsultants** – Enter the total number of all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
10. **Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials 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.
11. **DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
12. **DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
13. **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. See LAPM Chapter 9 for how to count full/partial participation.
14. **Total Claimed DBE Participation** - \$: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Participation Dollars Claimed" divided by item "Total Contract Award Amount"). If the total % claimed is less than item "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 the DBE commitment form on behalf of the consultant's firm must sign their name.
16. **Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
17. **Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
18. **Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
19. **Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

### LOCAL AGENCY SECTION

20. **Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
21. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
22. **Contract Execution Date** - Enter the date the contract was executed.
23. **Local Agency Representative's 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.
24. **Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
25. **Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
26. **Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
27. **Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

## EXHIBIT D-3 MONTHLY DBE SUBCONSULTANTS PAID REPORT SUMMARY AND PAYMENT VERIFICATION

ACE Contract No.: \_\_\_\_\_  
 Project Name: \_\_\_\_\_  
 Prime Consultant: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_

Reporting Period (month): \_\_\_\_\_ | Year \_\_\_\_\_

Contract DBE Goal: \_\_\_\_\_  
 Consultant DBE Goal Commitment: \_\_\_\_\_

Original Contract Amount: \$ \_\_\_\_\_ -  
 Approved Change Orders/Amendments Amount: \$ \_\_\_\_\_ -  
 Current Contract Amount: \$ \_\_\_\_\_ -

Total Dollars (\$) Paid to Prime (THIS MONTH)	Total Dollars (\$) Paid to Prime (TO DATE)	Total Dollars (\$) Paid to DBEs (THIS MONTH)	Total Dollars (\$) Paid to DBEs (TO DATE)
\$ -	\$ -	\$ -	\$ -

SUBCONSULTANT(s)	Original Contract Amount (\$)	Current Contract Amount (\$)	Total Dollars (\$) Paid (THIS MONTH)	Total Dollars (\$) Paid (TO DATE)
<input type="checkbox"/> Prime <input type="checkbox"/> Broker <input type="checkbox"/> Subcontractor <input type="checkbox"/> Regular Dealer <input type="checkbox"/> Manufacturer Company: _____ Address: _____ Phone: _____ Email: _____ Certified DBE: <input type="checkbox"/> Yes <input type="checkbox"/> No	\$ -	\$ -	\$ -	\$ -
Total Change Order Amount (\$)				
Last Payment (Date) issued to Sub				
<u>Scope of Work:</u>				
<input type="checkbox"/> Prime <input type="checkbox"/> Broker <input type="checkbox"/> Subcontractor <input type="checkbox"/> Regular Dealer <input type="checkbox"/> Manufacturer Company: _____ Address: _____ Phone: _____ Email: _____ Certified DBE: <input type="checkbox"/> Yes <input type="checkbox"/> No	\$ -	\$ -	\$ -	\$ -
Total Change Order Amount (\$)				
Last Payment (Date) issued to Sub				
<u>Scope of Work:</u>				
<input type="checkbox"/> Prime <input type="checkbox"/> Broker <input type="checkbox"/> Subcontractor <input type="checkbox"/> Regular Dealer <input type="checkbox"/> Manufacturer Company: _____ Address: _____ Phone: _____ Email: _____ Certified DBE: <input type="checkbox"/> Yes <input type="checkbox"/> No	\$ -	\$ -	\$ -	\$ -
Total Change Order Amount (\$)				
Last Payment (Date) issued to Sub				
<u>Scope of Work:</u>				

If necessary, this form can be duplicated to list all subconsultants paid in this reporting period.

I certify under penalty of perjury that payments to subconsultants and/or suppliers have been made from previous payments received under this Project, and timely payments have been made in accordance with the Prompt Payment Provisions set forth in under this contract agreement, and the California Public Contract and Business and Professions Codes.

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

## EXHIBIT D-4

### FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS

1. Local Agency Contract Number		2. Federal-Aid Project Number		3. Local Agency			4. Contract Completion Date	
5. Contractor/Consultant			6. Business Address			7. Final Contract Amount		
8. Contract Item Number	9. Description of Work, Service, or Materials Supplied	10. Company Name and Business Address	11. DBE Certification Number	12. Contract Payments		13. Date Work Completed	14. Date of Final Payment	
				Non-DBE	DBE			
15. ORIGINAL DBE COMMITMENT AMOUNT     \$ _____				16. TOTAL				

List all first-tier subcontractors/subconsultants and 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 the time of award, provide comments on an additional page. List actual amount paid to each entity. If no subcontractors/subconsultants were used on the contract, indicate on the form.

<b>I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT</b>							
17. Contractor/Consultant Representative's Signature		18. Contractor/Consultant Representative's Name		19. Phone		20. Date	
<b>I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS BEEN MONITORED</b>							
21. Local Agency Representative's Signature		22. Local Agency Representative's Name		23. Phone		24. Date	

DISTRIBUTION: Original – Local Agency, Copy – Caltrans District Local Assistance Engineer. Include with Final Report of Expenditures

## EXHIBIT D-4

### INSTRUCTIONS – FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS

1. **Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
2. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
3. **Local Agency** - Enter the name of the local or regional agency that is funding the contract.
4. **Contract Completion Date** - Enter the date the contract was completed.
5. **Contractor/Consultant** - Enter the contractor/consultant's firm name.
6. **Business Address** - Enter the contractor/consultant's business address.
7. **Final Contract Amount** - Enter the total final amount for the contract.
8. **Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
9. **Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials provided. Indicate all work to be performed by DBEs including work performed by the prime contractor/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. **Company Name and Business Address** - Enter the name, address, and phone number of all subcontracted contractors/consultants. Also, enter the prime contractor/consultant's name and phone number, if the prime is a DBE.
11. **DBE Certification Number** - Enter the DBE's Certification Identification Number. Leave blank if subcontractor is not a DBE.
12. **Contract Payments** - Enter the subcontracted dollar amount of the work performed or service provided. Include the prime contractor/consultant if the prime is a DBE. The Non-DBE column is used to enter the dollar value of work performed by firms that are not certified DBE or for work after a DBE becomes decertified.
13. **Date Work Completed** - Enter the date the subcontractor/subconsultant's item work was completed.
14. **Date of Final Payment** - Enter the date when the prime contractor/consultant made the final payment to the subcontractor/subconsultant for the portion of work listed as being completed.
15. **Original DBE Commitment Amount** - Enter the "Total Claimed DBE Participation Dollars" from Exhibits 15-G or 10-O2 for the contract.
16. **Total** - Enter the sum of the "Contract Payments" Non-DBE and DBE columns.
17. **Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
18. **Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
19. **Phone** - Enter the area code and telephone number of the person signing the form.
20. **Date** - Enter the date the form is signed by the contractor's preparer.
21. **Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
22. **Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
23. **Phone** - Enter the area code and telephone number of the person signing the form.
24. **Date** - Enter the date the form is signed by the Local Agency Representative.

## EXHIBIT D-4

### FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS

1. Local Agency Contract Number		2. Federal-Aid Project Number		3. Local Agency			4. Contract Completion Date	
5. Contractor/Consultant			6. Business Address				7. Final Contract Amount	
8. Contract Item Number	9. Description of Work, Service, or Materials Supplied	10. Company Name and Business Address	11. DBE Certification Number	12. Contract Payments		13. Date Work Completed	14. Date of Final Payment	
				Non-DBE	DBE			
15. ORIGINAL DBE COMMITMENT AMOUNT     \$ _____				16. TOTAL				

List all first-tier subcontractors/subconsultants and 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 the time of award, provide comments on an additional page. List actual amount paid to each entity. If no subcontractors/subconsultants were used on the contract, indicate on the form.

<b>I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT</b>							
17. Contractor/Consultant Representative's Signature		18. Contractor/Consultant Representative's Name		19. Phone		20. Date	
<b>I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS BEEN MONITORED</b>							
21. Local Agency Representative's Signature		22. Local Agency Representative's Name		23. Phone		24. Date	

DISTRIBUTION: Original – Local Agency, Copy – Caltrans District Local Assistance Engineer. Include with Final Report of Expenditures



## EXHIBIT D-5

### INSTRUCTIONS –DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION STATUS CHANGE

1. **Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
2. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
3. **Local Agency** - Enter the name of the local or regional agency that is funding the contract.
4. **Contract Completion Date** - Enter the date the contract was completed.
5. **Contractor/Consultant** - Enter the contractor/consultant's firm name.
6. **Business Address** - Enter the contractor/consultant's business address.
7. **Final Contract Amount** - Enter the total final amount for the contract.
8. **Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
9. **DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors/consultants.
10. **DBE Certification Number** - Enter the DBE's Certification Identification Number.
11. **Amount Paid While Certified** - Enter the actual dollar value of the work performed by those subcontractors/subconsultants during the time period they are certified as a DBE.
12. **Certification/Decertification Date (Letter Attached)** - Enter either the date of the Decertification Letter sent out by the Office of Business and Economic Opportunity (OBEO) or the date of the Certification Certificate mailed out by OBEO.
13. **Comments** - If needed, provide any additional information in this section regarding any of the above certification status changes.
14. **Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
15. **Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
16. **Phone** - Enter the area code and telephone number of the person signing the form.
17. **Date** - Enter the date the form is signed by the contractor's preparer.
18. **Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
19. **Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
20. **Phone** - Enter the area code and telephone number of the person signing the form.
21. **Date** - Enter the date the form is signed by the Local Agency Representative.

**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**

**EXHIBIT “E”**

**LIST OF PROPOSED SUBCONTRACTORS**

**CONSTRUCTION MANAGEMENT SERVICES  
FOR  
AT-GRADE CROSSINGS SAFETY IMPROVEMENT PROJECT**

**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**  
**LIST OF PROPOSED SUBCONTRACTORS**  
**CONSTRUCTION MANAGEMENT SERVICES**  
**FOR**  
**AT-GRADE CROSSINGS SAFETY IMPROVEMENT PROJECT**

<b>NAME OF FIRM</b>	<b>DBE</b>	<b>ADDRESS</b>	<b>WORK TO BE PERFORMED</b>	<b>ESTIMATED DOLLAR PARTICIPATION</b>	<b>PERCENT OF TOTAL CONTRACT VALUE</b>
Coast Surveying, Inc.	YES	15031 Parkway Loop B, Tustin, CA 92780	Survey Support Quality Assurance	\$36,000.00	2%
Kal Kishnan Consulting Services, Inc. (KKCS)	YES	800 S. Figueroa St., #1210, Los Angeles, CA 90017	Office Engineering / Inspection	\$179,704.51	9%
Ninyo & Moore	NO	475 Goddard, Suite 200, Irvine, CA 92618	Hazardous Materials Oversight	\$90,000.00	5%
Safety Solutions, Inc.	NO	25572 Aria Drive, Mission Viejo, CA 92692	Railroad Safety Coordinator	\$36,000.00	2%
Twining, Inc.	NO	2883 East Spring Street, Suite 300, Long Beach, CA 90806	Material Testing Quality Assurance	\$90,000.00	5%

**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**

**Exhibit “F”**

**NON-DISCRIMINATION ASSURANCES**

**CONSTRUCTION MANAGEMENT SERVICES  
FOR  
AT-GRADE CROSSINGS SAFETY IMPROVEMENT PROJECT**

## EXHIBIT "F"

### NONDISCRIMINATION ASSURANCES IN SUBCONTRACTS **\*\*DELETE IF NO SUBCONTRACTS ANTICIPATED\*\***

During the performance of this AGREEMENT, SUBCONTRACTOR, for itself, its assignees, and successors in interest, agrees as follows:

(1) Compliance with Regulations: SUBCONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time \*hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.

(2) Nondiscrimination: SUBCONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurement of materials and leases of equipment.

SUBCONTRACTOR further certifies and agrees that all persons employed by the SUBCONTRACTOR, its affiliates, subsidiaries, or holding companies are and will be treated equally by the SUBCONTRACTOR without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with state and federal anti-discrimination laws. SUBCONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices.

(3) Solicitations for sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by SUBCONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by SUBCONTRACTOR of the SUBCONTRACTOR's obligations under this AGREEMENT and the REGULATIONS relative to nondiscrimination on the grounds of race, color, and national origin.

(4) Information and Reports: SUBCONTRACTOR shall provide all information and reports required by the REGULATIONS, or directives issued pursuant thereto, and shall permit access to SUBCONTRACTOR's books, records, accounts, other sources of information, and its facilities as may be determined by State of California or FHWA to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of SUBCONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, SUBCONTRACTOR shall so certify to the State of California or FHWA, as appropriate, and shall set forth what efforts SUBCONTRACTOR has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of SUBCONTRACTOR's noncompliance with the nondiscrimination provisions of this AGREEMENT, State of California shall impose such sanctions as it or the FHWA may determine to be appropriate, including but not limited to:

- (a) Withholding of payments to SUBCONTRACTOR under the AGREEMENT until SUBCONTRACTOR complies; and/or
- (b) Cancellation, termination or suspension of the AGREEMENT in whole or part.

(6) Incorporation by Reference: SUBCONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment. SUBCONTRACTOR shall take such action with respect to any sub-agreement or procurement as State of California or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that in the event SUBCONTRACTOR becomes involved in or is threatened with litigation with a sub-applicant or supplier as a result of such direction, SUBCONTRACTOR may request State of California or FHWA enter into such litigation to protect the interests of State of California, and, in addition, SUBCONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**

**EXHIBIT "G"**

**FEDERAL FORMS**

**CONSTRUCTION MANAGEMENT SERVICES  
FOR  
AT-GRADE CROSSINGS SAFETY IMPROVEMENT PROJECT**

**EXHIBIT G-1: Non-lobbying Certification for Federal-Aid Contracts**

**EXHIBIT G-2: Disclosure of Lobbying Activities**

**EXHIBIT G-3: Debarment and Suspension Certification**

## EXHIBIT G-1:

### NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies by signing and submitting this bid or proposal 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 or her bid or proposal 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 subrecipients shall certify and disclose accordingly.



## EXHIBIT G-2

### DISCLOSURE OF LOBBYING ACTIVITIES

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

<p><b>1. Type of Federal Action:</b></p> <p><input type="checkbox"/> a. contract  <input type="checkbox"/> b. grant  <input type="checkbox"/> c. cooperative agreement  <input type="checkbox"/> d. loan  <input type="checkbox"/> e. loan guarantee  <input type="checkbox"/> f. loan insurance</p>	<p><b>2. Status of Federal Action:</b></p> <p><input type="checkbox"/> a. bid/offer/application  <input type="checkbox"/> b. initial award  <input type="checkbox"/> c. post-award</p>	<p><b>3. Report Type:</b></p> <p><input type="checkbox"/> a. initial  <input type="checkbox"/> b. material change</p> <p style="text-align: right;"><b>For Material Change Only:</b>  year _____ quarter _____  date of last report _____</p>
<p><b>4. Name and Address of Reporting Entity</b></p> <p><input type="checkbox"/> Prime                      <input type="checkbox"/> Subawardee  Tier _____, if known</p> <p style="text-align: center;">Congressional District, if known</p>	<p><b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b></p> <p style="text-align: center;">Congressional District, if known</p>	
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b></p> <p style="text-align: right;">CFDA Number, if applicable _____</p>	
<p><b>8. Federal Action Number, if known:</b></p>	<p><b>9. Award Amount, if known:</b></p>	
<p><b>10. Name and Address of Lobby Entity</b>  (If individual, last name, first name, MI)</p> <p style="text-align: center;">(attach Continuation Sheet(s) if necessary)</p>	<p><b>11. Individuals Performing Services</b> (including address if different from No. 10a)  (last name, first name, MI)</p>	
<p><b>12. Amount of Payment (check all that apply)</b></p> <p>\$ _____ <input type="checkbox"/> actual    <input type="checkbox"/> planned</p>	<p><b>14. Type of Payment (check all that apply)</b></p> <p><input type="checkbox"/> a. retainer  <input type="checkbox"/> b. one-time fee  <input type="checkbox"/> c. commission  <input type="checkbox"/> d. contingent fee  <input type="checkbox"/> e. deferred  <input type="checkbox"/> f. other, specify _____</p>	
<p><b>13. Form of Payment (check all that apply):</b></p> <p><input type="checkbox"/> a. cash  <input type="checkbox"/> b. in-kind; specify: nature _____  Value _____</p>		
<p><b>15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:</b></p> <p style="text-align: center;">(attach Continuation Sheet(s) if necessary)</p>		
<p><b>16. Continuation Sheet(s) attached:</b>                      Yes <input type="checkbox"/>    No <input type="checkbox"/></p>		
<p><b>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.</b></p>		
		<p>Signature: _____  Print Name: _____  Title: _____  Telephone No.: _____ Date: _____</p>
<p><b>Federal Use Only:</b></p>		<p style="text-align: right;">Authorized for Local Reproduction  Standard Form - LLL</p>

Standard Form LLL Rev. 04-28-06

## **INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

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

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

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

**EXHIBIT G-3:**

**DEBARMENT AND SUSPENSION CERTIFICATION**

(Title 2 CFR, Part 180)

(Title 49, Code of Federal Regulations, Part 29)

The Consultant under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

If there are any exceptions to this certification, insert the exceptions in the following space.

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Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

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Firm: \_\_\_\_\_

Signed By: \_\_\_\_\_

\_\_\_\_\_  
[Print Name & Title]

Dated: \_\_\_\_\_

**Notes:**

Providing false information may result in criminal prosecution or administrative sanctions. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.

**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**

**EXHIBIT "H"**

**INSURANCE**

**CONSTRUCTION MANAGEMENT SERVICES  
FOR  
AT-GRADE CROSSINGS SAFETY IMPROVEMENT PROJECT**

## EXHIBIT "H"

### INSURANCE

A. Insurance Requirements. CONSULTANT shall provide and maintain insurance, acceptable to SGVCOG, in full force and effect throughout the term of this AGREEMENT, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONSULTANT, and subcontractors, along with CONSULTANT'S (and all its subcontractor's) agents officers and employees. CONSULTANT shall have the sole responsibility of monitoring subcontractor compliance with such requirements. Insurance is to be placed with insurers with a current A.M. Best's rating of A++, A+, or A and a capacity rating of VII or higher.

1. Minimum Scope of Insurance.

- a. "Occurrence Form" Comprehensive General Liability Insurance providing protection against bodily injury, including death, personal injury and property damage. This insurance shall provide broad form contractual liability protection covering the indemnity provisions contained in this AGREEMENT, underground hazards, products-completed operations, a separate "per project" general aggregate limit (ISO Form CG 25 03 or equivalent), broad form property damage, and name RAILROAD, SGVCOG along with its individual members, their respective, elected and appointed boards, officials, officers, agents, employees and volunteers as "additional insureds" with respect to all liabilities arising out of CONSULTANT'S obligations under the AGREEMENT. This insurance shall not exclude liability coverage for work or activities performed on railroad tracks, railroad property, and all such surrounding areas that are accessed by CONSULTANT under this AGREEMENT. CONSULTANT'S insurance policy shall include or be endorsed to include a "severability of interests" provision (ISO Form CG0001 or equivalent) ensuring that each "additional insured" is treated as if it is the only insured.
- b. "Occurrence Form" Automobile Liability Insurance providing protection against bodily injury, including death, and property damage. This insurance shall provide contractual liability by endorsement (ISO Form CA 0025, or equivalent) and shall cover any motor vehicle (or mobile equipment, to the extent it may be excluded from general liability insurance) used by CONSULTANT and name RAILROAD, SGVCOG along with its individual members, their respective, elected and appointed boards,

officials, officers, agents, employees and volunteers as “additional insureds” with respect to all liabilities arising out of CONSULTANT’S obligations under the AGREEMENT. CONSULTANT’S insurance policy shall include or be endorsed to include a “severability of interests” provision ensuring that each “additional insured” is treated as if it is the only insured.

- c. Workers’ Compensation Insurance as required by the Labor Code of the State of California and Employer’s Liability Insurance covering all persons providing services on behalf of CONSULTANT and all risks to such persons under this AGREEMENT.
- d. Professional Liability Insurance providing protection against injuries or damages caused by the errors or omissions of CONSULTANT. The coverage may be written either on an “occurrence form” or “claims made form.” If written on a claims made form, the coverage shall provide for at least a three-year extended reporting/discovery period, which shall be invoked should the Professional Liability Insurance covering the period of this AGREEMENT be cancelled.

2. Minimum Limits of Insurance. CONSULTANT shall maintain the following limits of insurance:

- a. General Liability: a per occurrence limit of \$2,000,000; a “per project” general aggregate limit of at least \$4,000,000; and a products-completed operations aggregate limit of at least \$4,000,000.
- b. Automobile Liability: a per occurrence limit of \$2,000,000 per occurrence.
- c. Workers’ Compensation and Employer’s Liability: Workers’ Compensation with limits to California Statutory Limits, as required by the Labor Code of the State of California, and Employer’s Liability limits of \$1,000,000 per accident, or disease, and per employee.
- d. Professional Liability Insurance: a per occurrence limit of \$1,000,000 and in the aggregate.

B. Other Provisions. Insurance policies required by this AGREEMENT shall contain the following provisions:

1. No insurance policy required by this EXHIBIT "H" shall be suspended, voided, or cancelled by the insurer nor by CONSULTANT, or reduced in coverage or in limits except after 30 days prior written notice by Certified Mail, return receipt requested, has been given to and with the written consent of SGVCOG.
2. CONSULTANT'S insurance shall be primary insurance. Any other insurance shall be "excess only and non-contributing" with respect to any insurance carried by RAILROAD, SGVCOG along with its individual members, and their respective, elected and appointed boards, officials, officers, agents, employees and volunteers.
3. CONSULTANT'S insurance shall apply separately to each insured against whom claim is made or suit is brought, subject only to the limits of the insurer's liability.
4. Any failure to comply with the reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to RAILROAD, SGVCOG along with its individual members, and their respective, elected and appointed boards, officials, officers, agents, employees and volunteers.
5. CONSULTANT'S insurers shall agree to waive all rights of subrogation against RAILROAD, SGVCOG along with its individual members, and their respective, elected and appointed boards, officials, officers, agents, employees and volunteers.
6. CONSULTANT agrees to deposit with RAILROAD and with SGVCOG, at or before the effective date of this AGREEMENT, certificates of insurance (and, upon request, certified duplicate originals of any policy, in whole or in part) to satisfy RAILROAD and SGVCOG that the insurance provisions of this AGREEMENT have been satisfied. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf.
7. CONSULTANT'S insurance shall provide coverage for all activities under this contract, whether performed by consultant or any subconsultant under their control.
8. Any deductibles or self-insured retentions must be declared and approved by SGVCOG.

9. The procuring of such required policy or policies of insurance shall not be construed to limit CONSULTANT'S liability hereunder nor to fulfill the indemnification provisions and requirements of this AGREEMENT.



**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**

**Exhibit "I"**

**LIST OF KEY PERSONNEL**

**CONSTRUCTION MANAGEMENT SERVICES  
FOR  
AT-GRADE CROSSINGS SAFETY IMPROVEMENT PROJECT**

**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**

**Exhibit "I"**

**LIST OF KEY PERSONNEL**

**CONSTRUCTION MANAGEMENT SERVICES  
FOR  
AT-GRADE CROSSINGS SAFETY IMPROVEMENT PROJECT**

<b>NAME</b>	<b>FIRM</b>	<b>POSITION</b>
<b>Scott Fabel, P.E., QSD</b>	<b>Ghirardelli Associates</b>	<b>Project Manager</b>
<b>Tim Flint, P.E., QSD/P</b>	<b>Ghirardelli Associates</b>	<b>Resident Engineer</b>
<b>Baolong Nguyen</b>	<b>Ghirardelli Associates</b>	<b>Civil &amp; Utility Inspector / Office Engineer</b>
<b>Angel Marquez</b>	<b>Ghirardelli Associates</b>	<b>Railroad Coordinator</b>
<b>Craig S. Ried, P.E., CSP</b>	<b>Safety Solutions, Inc.</b>	<b>Safety Officer</b>

**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**

**EXHIBIT “J”**

**LABOR COMPLIANCE PROVISIONS**

**CONSTRUCTION MANAGEMENT SERVICES  
FOR  
AT-GRADE CROSSINGS SAFETY IMPROVEMENT PROJECT**

## LABOR COMPLIANCE PROGRAM PROVISIONS

### SUMMARY

The San Gabriel Valley Council of Governments (SGVCOG) institutes this Labor Compliance Program for the purpose of implementing its policy relative to the labor compliance provisions of State and Federally funded public works contracts. This program is applicable to all public works projects which are designated as requiring prevailing wages.

In compliance with Senate Bill 854, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

Consultants, including all subconsultants (regardless of tier) must be registered with the Department of Industrial Relations in accordance with the Public Works Contractor Registration Law [SB 854], if applicable.

Effective August 1, 2016, General Contractors, including all subcontractors must furnish electronic certified payroll records to the Labor Commissioner in DIR's eCPR data system.

California Labor Code Section 1770, *et seq.* requires that contractors on public works projects pay their workers based on prevailing wage rates established and issued by the Department of Industrial Relations, Division of Labor Statistics and Research.

California Labor Code 1771.5 requires an awarding body to identify prevailing wage requirements in bid invitations, contract language and at pre-construction conferences, to review payroll records to verify compliance with the Labor Code, and to withhold contract payments when payroll records are delinquent or inadequate or when underpayments have occurred.

California Labor Code Section 1776 requires contractors to keep accurate payroll records of trades workers on all public works projects and to submit copies of certified payroll records upon request.

California Labor Code Section 1777.5 requires contractors to employ registered apprentices on public works projects.

This Labor Compliance Program (“LCP”) contains labor compliance standards required by State and Federal laws, regulations, and directives, as well as policies and contract provisions, which include, but are not limited to, the following:

- Contractors’ payment of applicable general prevailing wage rates.
- Contractors’ employment of properly registered apprentices.
- Contractors’ provision of certified payroll records upon request, but not less than weekly.
- Program’s monitoring of Authority construction sites for verification of proper payments of prevailing wage rates and work classification.
- Program’s presentation at pre-construction conferences with contractors/subcontractors.
- Program’s withholding of contract payments and reporting of willful violations to the Labor Commissioner.

The Labor Compliance Program will be provided to the selected Consultant(s).

SGVCOG institutes this general Labor Compliance Program (“LCP”) for the purpose of implementing its policy relative to labor compliance provisions of State and Federally-funded public works contracts and additionally to comply with the provisions of Labor Code section 1771.3 pertaining to the use of funds derived from state-issued public works bonds. SGVCOG will continue to update its program as the laws and regulations relating to Labor Compliance Programs are changed and updated.

In establishing this LCP, SGVCOG adheres to statutory requirements as enunciated in Section 1771.5(b) of the Labor Code. Further, on applicable projects, SGVCOG intends to actively enforce this LCP by monitoring Authority construction sites for payment of prevailing wage rates and to require contractors and subcontractors with workers on applicable Authority projects to submit copies of certified payroll records demonstrating their compliance with payment of prevailing wage rates.

The LCP covers the following standards required by State and Federal laws, regulations and directives, as well as policies and contract provisions, which include, but are not limited to the following:

- I. Public Works Subject to Prevailing Wage Laws
- II. Components of a Labor Compliance Program
- III. Responsibility of SGVCOG
- IV. Responsibility of the Contractor and Subcontractor
- V. Review of Certified Payroll Records
- VI. Reporting of Willful Violations to the Labor Commissioner

## **PUBLIC WORKS SUBJECT TO PREVAILING WAGE LAWS**

State prevailing wage rates apply to public works contracts as set forth in Labor Code Sections 1720 *et seq.*, and include, but are not limited to, such types of work as construction, alteration, demolition, repair or maintenance work. The Division of Labor Statistics and Research (DLSR) predetermines appropriate prevailing wage rates for particular construction trades and crafts by county.

For federally-funded or assisted projects, the application of State prevailing wage rates when higher is required whenever federally-funded or assisted projects are controlled or carried out by SGVCOG.

For field surveying projects, field survey work traditionally covered by collective bargaining agreements is subject to prevailing wage rates when it is integral to the specific public works project in the design, preconstruction, or construction phase.

For maintenance projects, public works contracts for maintenance are subject to prevailing wage rate payments as set forth in Section 1771 of the Labor Code.

## **COMPONENTS OF A LABOR COMPLIANCE PROGRAM**

### **Pre-Construction Conference/Administrative Meeting**

After SGVCOG awards a public works contract and prior to commencement of the work, a mandatory Pre-Construction Conference/Administrative Meeting shall be conducted by SGVCOG with the contractor and those subcontractors listed.

At that meeting, Authority staff will discuss Federal and State labor law requirements applicable to the contract, including prevailing wage requirements, respective record-keeping responsibilities, the requirement for submittal of certified payroll records to SGVCOG and the prohibition against discrimination in employment.

Authority staff will provide the contractor and each subcontractor with a Checklist of Labor Law Requirements and will discuss in detail the following checklist items:

1. Contractor's duty to pay prevailing wages [Labor Code Section 1770 *et seq.*].
2. Contractor's duty to employ registered apprentices on public works projects [Labor Code Section 1777.5].
3. Penalties for failure to pay prevailing wages and to employ apprentices, including forfeitures and debarment [Labor Code Sections 1775, 1777.7, and 1813].

4. Requirement to maintain and submit copies of certified payroll records to SGVCOG, on a weekly basis, as required [Labor Code Section 1776] and penalties for failure to do so [Labor Code Section 1776(g)]. The requirement includes and applies to all subcontractors performing work on this project even if their portion of the work is less than one half of one-percent (0.5%) of the total amount of the contract.
5. Prohibition against employment discrimination [Labor Code Sections 1735 and 1777.6; the Government Code and Title VII of the Civil Rights Act of 1964, as amended].
6. Prohibition against taking or receiving a portion of an employee's wages [Labor Code Section 1778] (kickback). Code
7. Prohibition against accepting fees for registering any person for public works [Labor Code Section 1779] or for filing work orders on public works [Labor Code Section 1780].
8. Requirement to list all subcontractors that are performing one-half of one percent (0.5%) of the total amount of the contract [Public Contract Code Section 4100 *et seq.*].
9. Requirement to be properly licensed and to require all subcontractors to be properly licensed and the penalty for employing workers while unlicensed [Labor Code Section 1021] and under California Contractors License Law. Also, see Business and Professions Code Section 7000, *et seq.*
10. Prohibition against unfair competition [Business and Professions Code Sections 17200-17208].
11. Requirement that contractor and subcontractor be properly insured for Workers' Compensation [Labor Code Section 1861].
12. Requirement that the contractor abide by Occupational Safety and Health laws and regulations that apply to this particular public works project.
13. Prohibition against hiring undocumented workers and requirement to secure proof of eligibility/citizenship from all workers.
14. Requirement to provide itemized wage statements to employees under Labor Code Section 226.

Contractors and subcontractors present at the Pre-Construction Conference/Administrative Meeting will be given the opportunity to ask questions relative to items contained in the Checklist of Labor Law Requirements. The checklist will then be signed by the contractor's representative and SGVCOG.

At the Pre-Construction Conference/Administrative Meeting, SGVCOG will provide the contractor with a copy of SGVCOG's LCP packet which includes:, the Checklist of Labor Law Requirements, applicable Prevailing Wage Rate Determinations, blank certified payroll record forms, fringe benefit statements, State apprenticeship requirements, and a copy of the Labor Code relating to Public Works and Public Agencies [Part 7, Chapter 1, Sections 1720-1861].

It will be the contractor's responsibility to provide copies of the LCP package to all listed subcontractors and to any substituted subcontractors.

#### Requirement for Certified Payroll Records

A requirement that certified payroll records be kept by the contractor in accordance with Labor Code Section 1776 and furnished to SGVCOG at times will be designated in the contract, which shall be at least monthly, or within 10 days of any request by SGVCOG. Use of the current version of DIR's "Public Works Payroll Reporting Form" (A-1-131) and Statement of Employer Payments (PW26) constitutes presumptive compliance with the requirement for certified payroll records kept in accordance with Labor Code Section 1776, provided the forms are filled out accurately and completely. These suggested forms are available from the Department of Industrial Relations.

#### Orderly Review

SGVCOG will implement a program for orderly review of payroll records and, if necessary, for audits to verify compliance with the requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code.

#### Prescribed Routine

SGVCOG will implement a prescribed routine for withholding penalties, forfeitures, and underpayment of wages for violations of the requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code.

#### No Payment when payroll records are delinquent or inadequate

All contracts to which prevailing wage requirements apply shall include a provision that contract payments shall not be made when payroll records are delinquent or inadequate.

#### Responsibility to enforce prevailing wage requirements

It is the responsibility of SGVCOG to enforce prevailing wage requirements, consistent with the policy of the state as expressed in Labor Code Section 90.5(a). SGVCOG shall take reasonable, vigorous, and prompt action to (1) determine whether violations exist, and (2) enforce compliance, including through imposition of appropriate penalties and formal enforcement action, when violations are found.



SGVCOG shall neither avoid use of its enforcement authority based on cost considerations nor shall it use that authority in an unreasonable manner to gain leverage over a contractor or subcontractor. Unreasonable use of enforcement authority includes, but is not limited to, prolonged or excessive withholdings of contract payments without making a determination that a violation has occurred.

#### Failure of an Awarding Body or Labor Compliance Program

The failure of SGVCOG to comply with any requirement imposed by this subchapter shall not of itself constitute a defense to the failure to pay prevailing wages or to comply with any other obligation imposed by Chapter 1 (commencing with Section 1720), Part 7, Division 2 of the Labor Code.

### **RESPONSIBILITY OF SGVCOG**

In accordance with Title 8 of the California Code of Regulations Section 16100, SGVCOG shall:

1. Obtain the prevailing wage rate from the Director in accordance with Labor Code Sections 1771 and 1773.
2. Specify the appropriate prevailing wage rates, in accordance with Labor Code Sections 1773.2 and 1777.5.
  - a. The posting requirement is applicable for each job site.
    - i. EXCEPTION: If more than one worksite exists on any project, then the applicable rates may be posted at a single location which is readily available to all workers.
  - b. If a wage rate for a craft, classification or type of worker is not published in the Director's general prevailing wage determinations, a request for a special determination should be made by the awarding body to Chief, Division of Labor Statistics and Research, P.O. Box 420603, San Francisco, CA 94142, at least 45 days prior to the project bid advertisement date.
3. Notify DAS. See Labor Code Section 1773.3.
4. Inform prime contractors, to the extent feasible, of relevant public work requirements:
  - a. The appropriate number of apprentices are on the job site, as set forth in Labor Code Section 1777.5.
  - b. Worker's compensation coverage, as set forth in Labor Code Sections 1860 and 1861.
  - c. Keep accurate records of the work performed on the public works project, as set forth in Labor Code Section 1812.
  - d. Inspection of payroll records pursuant to Labor Code Section 1776, and as set forth in Section 16400 (e) of these regulations.

- e. Other requirements imposed by law.
5. Withhold monies. See Labor Code Section 1727.
  6. Ensure that public works projects are not split or separated into smaller work orders or projects for the purpose of evading the applicable provisions of Labor Code Section 1771.
  7. Deny the right to bid on public work contracts to contractors or subcontractors who have violated public work laws, as set forth in Labor Code Section 1777.7.
  8. Not permit workers on public works to work more than eight hours a day or 40 hours in any one calendar week, unless compensated at not less than time and a half as set forth in Labor Code Section 1815.
    - a. EXCEPTION: If the prevailing wage determination requires a higher rate of pay for overtime work than is required under Labor Code Section 1815, then that higher overtime rate must be paid, as specified in subsection 16200(a)(3)(F) of these regulations.
  9. Not take or receive any portion of the workers' wages or accept a fee in connection with a public works project, as set forth in Labor Code Sections 1778 and 1779.
  10. Comply with those requirements as specified in Labor Code Sections 1776(g), 1777.5, 1810, 1813, and 1860.

### **RESPONSIBILITY OF THE CONTRACTOR AND SUBCONTRACTOR**

In accordance with Title 8 of the California Code of Regulations Section 16100, the Contractor and Subcontractor of every tier shall:

1. Pay not less than the prevailing wage to all workers, as defined in Section 16000 of these regulations, and as set forth in Labor Code Sections 1771 and 1774.
2. Comply with the provisions of Labor Code Sections 1773.5, 1775, and 1777.5 regarding public works jobsites.
3. Provide workers' compensation coverage as set forth in Labor Code Section 1861.
4. Comply with Labor Code Sections 1778 and 1779 regarding receiving a portion of wages or acceptance of a fee.
5. Maintain and make available for inspection payroll records, as set forth in Labor Code Section 1776.

6. Pay workers overtime pay, as set forth in Labor Code Section 1815 or as provided in the collective bargaining agreement adopted by the Director as set forth in Section 16200 (a) (3) of these regulation.
7. Comply with Section 16101 of these regulations regarding discrimination.
8. Be subject to provisions of Labor Code Section 1777.7 which specifies the penalties imposed on a contractor who willfully fails to comply with provisions of Section 1777.5.
9. Comply with those requirements as specified in Labor Code Sections 1810 and 1813.
10. Comply with other requirements imposed by law.
11. Comply with SB854 requirement to furnish electronic certified payroll records to labor commissioner in its eCPR database system.

## **REVIEW OF CERTIFIED PAYROLL RECORDS**

### **A. Certified Payroll Records Required**

In accordance with Labor Code Section 1776, the contractor and each subcontractor shall maintain certified payrolls and basic records (timecards, canceled checks, cash receipts, trust fund forms, accounting ledgers, tax forms, superintendent and foreman daily logs, etc.) during the course of the work and shall preserve them for a period of three (3) years thereafter and furnish them the Labor Compliance Program at times designated in the contract, which shall be at least monthly, or within ten (10) days following receipt of request. Such records shall include the name, address, and social security number of each worker, his or her classification, a general description of the work each employee performed each day, rate of pay (including rates of contributions for or costs assumed to provide fringe benefits), daily and weekly number of hours worked, actual wages paid and the payroll check numbers.

#### **1. Submittal of Certified Payroll Records**

The contractor and each subcontractor shall maintain weekly certified payroll records for submittal to SGVCOG as required. The contractor shall be responsible for the submittal of payroll records of all its subcontractors. All certified payroll records shall be accompanied by a statement of compliance signed by the contractor or each subcontractor indicating payroll records are correct and complete, wage rates contained therein are not less than those determined by the Director of the Department of Industrial Relations and classifications set forth for each employee conform with work performed.

Time cards, front and back copies of canceled checks, daily logs, employee sign-in sheets and/or any other record maintained for the purposes of reporting payroll may be requested by SGVCOG at any time and shall be provided at least monthly, or within ten (10) days following receipt of request.

Use of the current version of DIR's "Public Works Payroll Reporting Form" (A-1-131) and Statement of Employer Payments (PW26) or reports containing all of the information required by Labor Code Section 1776, with the information organized in a manner that is similar or identical to how the information is reported on the Department of Industrial Relations' suggested "Public Works Payroll Reporting Form" (Form A-1-131) and Statement of Employer Payments (PW26), constitutes presumptive compliance with the requirement for certified payroll records kept in accordance with Labor Code Section 1776, provided the forms are filled out accurately and completely. These suggested forms are available from the Department of Industrial Relations.

Reports submitted to this Labor Compliance Program must be either (1) in the form of non-modifiable image or record that bears an electronic signature or includes a copy of an original certification made on paper, or alternatively (2) printed out and submitted on paper with an original signature.

The requirements for redacting certain information shall be followed when certified payroll records are disclosed to the public pursuant to Labor Code Section 1776(e), whether the records are provided electronically or as hard copies.

## **2. Use of Electronic Reporting Forms**

Pursuant to Title 8 of the CCR Section 16404, certified payroll records required by Labor Code Section 1776 may be maintained and submitted electronically subject to all of the following conditions:

1. The reports must contain all of the information required by Labor Code Section 1776, with the information organized in a manner that is similar or identical to how the information is reported on the Department of Industrial Relations' suggested "Public Works Payroll Reporting Form" (Form A-1-131);
2. The reports shall be in a format and use software that is readily accessible and available to contractors, awarding bodies, Labor Compliance Programs, and the Department of Industrial Relations;
3. Reports submitted to an awarding body, a Labor Compliance Program, the Division of Labor Standards Enforcement, or other entity within the Department of Industrial Relations must be either: (1) in the form of a non-modifiable image or record that bears an electronic signature or includes a copy of any original certification made on paper, or

alternatively (2) printed out and submitted on paper with an original signature;

4. The requirements for redacting certain information shall be followed when certified payroll records are disclosed to the public pursuant to Labor Code Section 1776(e), whether the records are provided electronically or as hard copies; and
5. No contractor or subcontractor shall be mandated to submit or receive electronic reports when it otherwise lacks the resources or capacity to do so, nor shall any contractor or subcontractor be required to purchase or use proprietary software that is not generally available to the public.

### **3. Full Accountability**

Each individual, laborer or craftsperson working on this public works contract must appear on the payroll. The employer who pays the trades worker must report that individual on its payroll. This includes individuals working as apprentices in an apprenticeable trade. Owner-operators are to be reported by the contractor employing them, rental equipment operators are to be reported by the rental company paying the workers' wages.

Sole owners and partners who work on this contract must also submit a certified payroll record listing days and hours worked and the trade classification descriptive of work actually done.

The contractor shall provide records required under this section to SGVCOG and shall make these records available for inspection by the Department of Industrial Relations, and shall permit representatives of each to interview trade workers during working hours on the project site.

### **4. Responsibility for Subcontractors**

The contractor shall be responsible for ensuring adherence to labor standards provisions by its subcontractors. Moreover, the prime contractor is responsible for Labor Code violations of its subcontractors in accordance with Labor Code Section 1775.

### **5. Payment to Employees**

Employees must be paid unconditionally, and not less often than once each week, the full amounts due and payable for the period covered by the particular payday. Thus, an employer must establish a fixed workweek (Sunday through Saturday, for example) and an established payday (such as every Friday or the preceding day should such payday fall on a holiday). On each and every payday each worker must be paid all sums due as of the end of the preceding workweek and must be provided with an itemized wage statement.

If an individual is called a subcontractor, whereas, in fact, he/she is merely a journey level mechanic supplying only his/her labor, such an individual would not be deemed a bona fide subcontractor and must be reported on the payroll of the prime contractor as a trades worker. Moreover, any person who does not hold a valid contractor's license cannot be a subcontractor, and anyone hired by that person is the worker or employee of the general contractor for purposes of prevailing wage requirements, certified payroll reporting and workers' compensation laws.

The worker's rate for straight time hours must equal or exceed the rate specified in the contract by reference to the "Prevailing Wage Determinations" for the class of work actually performed. Any work performed on Saturday, Sunday, and/or on a holiday, or portion thereof, must be paid the prevailing rate established for those days regardless of the fixed workweek. The hourly rate for hours worked in excess of eight (8) hours in a day and forty (40) hours in a workweek shall be premium pay. All work performed on Saturday, Sunday and holidays shall be paid pursuant to the Prevailing Wage Determination.

## **B. Apprentices**

Apprentices shall be permitted to work as such only when they are registered, individually, under a bona fide apprenticeship program registered and approved by the State Division of Apprenticeship Standards. The allowable ratio of apprentices to journeymen in any craft/classification shall not be greater than the ratio permitted to the contractor as to its entire workforce under the registered program.

Any worker listed on a payroll at an apprentice wage rate who is not registered shall be paid the journey level wage rate determined by the Department of Industrial Relations for the classification of the work he/she actually performed. Pre-apprentice trainees, trainees in non-apprenticeable crafts, and others who are not duly registered will not be permitted on public works projects unless they are paid full prevailing wage rates as journeymen.

Compliance with California Labor Code Section 1777.5 requires all public works contractors and subcontractors to:

1. Submit contract award information to the apprenticeship committee for each apprenticeable craft or trade in the area of the project;
2. Request dispatch of apprentices from the applicable apprenticeship program(s) and employ apprentices on public works projects in a ratio to journeymen which in no case shall be less than one (1) hour of apprentice work to each five (5) hours of journeyman work; and
3. Contribute to the applicable apprenticeship program(s) or the California Apprenticeship Council in the amount identified in the prevailing wage

rate publication for journeypersons and apprentices. If payments are not made to an apprenticeship program, they shall be made to the California Apprenticeship Council, Post Office Box 420603, San Francisco, CA 94142.

If the contractor is registered to train apprentices, the contractor shall furnish written evidence of the registration (i.e., Apprenticeship Agreement or Statement of Registration) of its training program and apprentices, as well as the ratios allowed and the wage rates required to be paid there under for the area of construction, prior to using any apprentices in the contract work. It should be noted that a prior approval for a separate project does not confirm approval to train on any project. The contractor/subcontractor must check with the applicable Joint Apprenticeship Committee to verify status.

### **C. Audits/Investigations of Certified Payroll Records**

Audits shall be conducted by SGVCOG and shall also be conducted at the request of the Labor Commissioner to determine whether all trade workers on project sites have been paid according to the prevailing wage rates.

Audits/investigations may be conducted by SGVCOG when determined that there has been a violation of the Public Works Chapter of the Labor Code resulting in the underpayment of wages, or at the request of the Labor Commissioner. An "Audit" for this purpose shall be defined as a written summary reflecting prevailing wage deficiencies for each underpaid worker, and including any penalties to be assessed under Labor Code Sections 1775 and 1813, as determined by the Labor Compliance Program after consideration of the best information available as to actual hours worked, amounts paid, and classifications of workers employed in connection with the public work. Such available information may include, but is not limited to, worker interviews, complaints from workers or other interested persons, all time cards, cancelled checks, cash receipts, trust fund forms, books, documents, schedules, forms, reports, receipts or other evidences which reflect job assignments, work schedules by days and hours, and the disbursement by way of cash, check, or in whatever form or manner, of funds to a person(s) by job classification and/or skill pursuant to a public works project. An Audit is sufficiently detailed when it enables the Labor Commissioner, if requested to determine the amount of forfeiture under Title 8 of the CCR Section 16437, to draw reasonable conclusions as to compliance with the requirements of the Public Works Chapter of the Labor Code, and to enable accurate computation of underpayments of wages to workers and of applicable penalties and forfeitures.

## **REPORTING OF WILLFUL VIOLATIONS TO THE LABOR COMMISSIONER**

If an investigation reveals that a willful violation of the Labor Code has occurred, SGVCOG will make a written report to the Labor Commissioner which shall include: (1) an audit consisting of a comparison of payroll records to the best available information as to the actual hours worked, and (2) the classification of workers employed on the public works contract. Six (6) types of willful violations are reported:

**1. Failure to Comply with Prevailing Wage Rate Requirements**

Failure to comply with prevailing wage rate requirements (as set forth in the Labor Code and Authority contracts) is determined a willful violation whenever less than the stipulated basic hourly rate is paid to trade workers, or if overtime, holiday rates, fringe benefits, and/or employer payments are paid at a rate less than stipulated.

**2. Falsification of Payroll Records, Misclassification of Work and/or Failure to Accurately Report Hours of Work**

Falsification of payroll records and failure to accurately report hours of work is characterized by deliberate underreporting hours of work; underreporting the headcount; stating that the proper prevailing wage rate was paid when, in fact, it was not; clearly misclassifying the work performed by the worker; and any other deliberate and/or willful act which results in the falsification or inaccurate reporting of payroll records.

**3. Failure to Submit Certified Payroll Records**

The contractors and subcontractors shall have ten (10) days upon notification by the Program Manager in which to comply with the requirement of submittal of weekly records and/or to correct inaccuracies or omissions that have been detected.

**4. Failure to Pay Fringe Benefits**

Fringe benefits are defined as the amounts stipulated for employer payments or trust fund contributions and are determined to be part of the required prevailing wage rate. Failure to pay or provide fringe benefits and/or make trust fund contributions on a timely basis is equivalent to payment of less than the stipulated wage rate and shall be reported to the Labor Commissioner as a willful violation, upon completion of an investigation and audit.

**5. Failure to Pay Correct Apprentice Rates and/or Misclassification of Workers as Apprentices**

Failure to pay the correct apprentice rate or classifying a worker as an apprentice when not properly registered is equivalent to payment of less than the stipulated wage rate and shall be reported to the Labor Commissioner as a willful violation upon completion of an investigation and audit.

**6. Taking of Kickbacks**

Accepting or extracting kickbacks from employee wages under Labor Code Section 1778 constitutes a felony and may be prosecuted by the appropriate enforcement agency.



**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**

**EXHIBIT "K"**

**CERTIFICATIONS OF CONSULTANT AND LOCAL AGENCY**

**CONSTRUCTION MANAGEMENT SERVICES  
FOR  
AT-GRADE CROSSINGS SAFETY IMPROVEMENT PROJECT**

**K-1: CERTIFICATION OF CONSULTANT**

**K-2: CERTIFICATION OF LOCAL AGENCY**

**K-3: CERTIFICATION OF CONTRACT COSTS AND FINANCIAL  
MANAGEMENT SYSTEM**

**EXHIBIT K-1**

**CERTIFICATION OF CONSULTANT, COMMISSIONS AND FEES**

I hereby certify that I am the \_\_\_\_\_, and duly authorized representative of the firm of \_\_\_\_\_, whose address is \_\_\_\_\_, 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 Agreement; nor
- b) agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement; 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 Agreement.

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

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT K-2**

**CERTIFICATION OF LOCAL AGENCY**

I hereby certify that I am the \_\_\_\_\_ of the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENT, and that the consulting firm of \_\_\_\_\_, or its representative has not been required (except as herein expressly stated), directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- a) employ, retain, agree to employ or retain, any firm or person, or
- b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation, or consideration of any kind.

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

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT K-3**

**CERTIFICATION OF CONTRACT COSTS AND FINANCIAL  
MANAGEMENT SYSTEM**

**Certification of Final Indirect Costs:**

Consultant Firm Name: \_\_\_\_\_

Indirect Cost Rate: \_\_\_\_\_ \* for fiscal period \_\_\_\_\_ (mm/dd/yyyy  
to mm/dd/yyyy)

\*Fiscal period covered for Indirect Cost Rate developed (not the contract period).

Local Government: \_\_\_\_\_

Contract Number: \_\_\_\_\_ Project Number: \_\_\_\_\_

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final Indirect Cost Rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and Indirect Cost Rates have been disclosed as of the date of proposal preparation noted above.

**Certification of Financial Management System:**

I, the undersigned, certify to the best of my knowledge and belief that our Financial Management System meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.

**Certification of Dollar Amount for all A&E Contracts:**

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$\_\_\_\_\_ and the number of states in which the firm does business is \_\_\_\_\_.

**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:

1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).
2. Compliant with the terms of the contract and is incurred specifically for the contract.
3. Not prohibited by 23 CFR, Chapter 1, Part 172 – Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.

**Subconsultants (if applicable)**

Proposed Contract Amount (or amount not to exceed if on-call contract): \$

\_\_\_\_\_

**Prime Consultants (if applicable)**

Proposed **Total** Contract Amount (or amount not to exceed if on-call contract): \$

\_\_\_\_\_

Prime, list all subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):

_____	\$	_____
_____	\$	_____
_____	\$	_____
_____	\$	_____
_____	\$	_____

Consultant Certifying (Print Name and Title):

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Consultant Certification Signature \*\*: \_\_\_\_\_

Date of Certification (mm/dd/yyyy): \_\_\_\_\_

Consultant Contact Information:

Email: \_\_\_\_\_

Phone number: \_\_\_\_\_

\*\*An individual executive or financial officer of the consultant's organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the Indirect Cost Rate proposal submitted in conjunction with the contract.

Note: *Per 23 U.S.C. 112(b)(2)(B), Subconsultants must comply with the FAR Cost Principles contained in 48 CFR, Part 31.23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties of a contract must complete a certification and send originals to A&I and keep copies in Local Agency Project Files.*

**Distribution:** 1) Original to Caltrans Audits and Investigations  
2) Retained in Local Agency Project Files

**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**

**TASK ORDER**

**CONSTRUCTION MANAGEMENT SERVICES FOR  
AT-GRADE CROSSINGS SAFETY IMPROVEMENT PROJECT**

<b>CONSULTANT:</b> Ghirardelli Associates	<b>AGREEMENT NO.:</b> 19-05	<b>TASK ORDER NO.:</b> 1
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<b>TASK ORDER TITLE:</b>	Pre-Construction Management Services for At-Grade Crossings Safety Improvement Project
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<b>EFFECTIVE DATE OF THIS TASK ORDER:</b> April 27, 2020	<b>TASK ORDER VALUE:</b> \$ 162,209.76
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<b>CONTACT:</b> Scott Fabel, PE, QSD	<b>TELEPHONE:</b> (949) 338-4299
<b>FACSIMILE:</b> (408) 435-5505	<b>EMAIL:</b> <a href="mailto:scott@ghirardelliassoc.com">scott@ghirardelliassoc.com</a>
<b>ADDRESS:</b> 2055 Gateway Place, Ste. 470, San Jose, CA 95110	

**1. SCOPE OF SERVICES:**

CONSULTANT agrees to perform the services identified in Attachment "A", Scope of Services, which is attached hereto and made a part hereof this TASK ORDER NO. 1.

**2. COMPENSATION:**

The total amount payable to CONSULTANT under this TASK ORDER NO. 1 shall not exceed: **One hundred sixty-two thousand two hundred nine dollars and 76/100s** (\$162,209.76), as per Attachment "B" (Consultant's cost proposal), and as defined in further detail in SECTION 7 (COMPENSATION AND METHOD OF PAYMENT) and Exhibit "C" (COMPENSATION) of the AGREEMENT.

**3. SUBCONTRACTORS:**

Attachment "C" List of Proposed Subcontractors for TASK ORDER NO. 1 is attached hereto and made a part hereof this TASK ORDER NO. 1.

**4. KEY PERSONNEL:**

Attachment "D" List of Key Personnel for TASK ORDER NO. 1 is attached hereto and made a part hereof this TASK ORDER NO. 1.

**5. DBE GOAL**

The DBE goal is changed/unchanged by this TASK ORDER. If changed, the revised DBE goal is 14%.

**6. PERIOD OF PERFORMANCE/NOTICE TO PROCEED**

Work under this TASK ORDER NO. 1 shall commence on April 27, 2020 through June 30, 2021.

All other terms and conditions of this AGREEMENT NO. 19-05 remains unchanged.

In witness whereof, this TASK ORDER NO. 1 has been executed under the provisions of AGREEMENT NO. 19-05 between SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS and the above named CONSULTANT. By signature below, the parties hereto agree that all terms and conditions of this TASK ORDER NO. 1 and AGREEMENT NO. 19-05 shall be in full force and effect.

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**CONSULTANT:**

**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**

Authorized  
Signature: \_\_\_\_\_

Authorized  
Signature: \_\_\_\_\_

Print Name:     Randall Bruner, P.E.    

Print Name:     Mark Christoffels    

Print Title:     President    

Print Title:     Chief Engineer



## SCOPE OF SERVICES

### Construction Management Services for At-Grade Crossings Safety Improvement Project

The scope of services will be to provide Construction Management (CM) Services for the At-Grade Crossings Safety Improvement Project. The crossings are located in the Union Pacific Railroad (UPRR) right of way in the City of Pomona, and UPRR Los Angeles Subdivision in the City of Montebello.

Work will be ordered and controlled through the issuance of Task Orders. Task Orders for CM services under the contract awarded as a result of this solicitation may occur in parallel, may overlap, or may occur in sequence, depending on the SGVCOG's overall project schedule.

All work is to be performed in accordance with the Construction Project Resident Engineer's Procedures Manual, which is incorporated herein by reference, and made a part of this AGREEMENT No. 19-05 for Construction Management Services for the At-Grade Crossings Safety Improvement Project.

#### Task 1 - Pre-Construction Services

**1.1 Resident Engineer's Manual:** SGVCOG has prepared Project Procedures/Resident Engineer Manual (RE Manual). The CONSULTANT shall become familiar with the RE Manual and shall follow and enforce all processes and procedures identified within the document, as may be amended from time to time.

**1.2 Constructability Analysis:** Prior to the start of this subtask, SGVCOG and the CONSULTANT shall identify and agree upon the detailed scope of services to be performed under the constructability analysis. The CONSULTANT shall perform constructability analyses at design levels as requested by SGVCOG. The analyses will include the use of approved checklists as provided by SGVCOG. The CONSULTANT shall provide results to SGVCOG and shall participate in review meetings.

**1.3 Construction Schedule:** The Consultant shall prepare a draft construction prior of IFB bid to validate the construction duration proposed in the bid documents.

**1.4 Independent Cost Estimate:** Prior to release of bid documents, the Consultant shall prepare an independent cost estimate validating the Design Consultant's estimate.

**1.5 Develop Submittal Log:** The Consultant shall review the design drawings and specifications and prepare a comprehensive Submittal Log identifying all required submittals.

**1.6 Bid Support:** SGVCOG will be responsible for the bidding and award of the project. During the bidding process, SGVCOG will require the CONSULTANT to assist in developing the project specific front end documents of the specifications including but not limited to Division 00 and 01, packaging of the bid documents, conducting the pre-bid conference and job walk, and answering questions from bidders including but not limited to construction methods, phasing, and utility coordination.

**1.7 Early Construction Activities:** As directed by SGVCOG, the CONSULTANT shall be responsible for coordination/inspection of early construction activities, including utility relocations. This task may include inspection and survey services to ensure that the utilities are correctly placed within designated easements and at designated depths.

The CONSULTANT shall document with as built plans the locations of all utilities placed prior to the commencement of the project’s construction contract to ensure that these utilities are protected in place upon commencement of construction.

**1.8 Pre-Condition Survey:** The CONSULTANT shall document the existing condition of the contract work site, including adjacent structures and residences as determined appropriate, prior to any construction activities. Documentation shall include the use of photographic/videographic records.

**1.9 Pre-Construction Meeting:** Prior to the beginning of construction, the CONSULTANT shall be responsible for conducting a Pre-construction meeting with Contractor, SGVCOG, UPRR and other third parties, to go over the expectations, responsibilities matrix, change order procedures, document management system, schedules and updates, third party incident/accident forms, third party coordination, media process, and the emergency response process etc.

**1.10 Special Work Assignments:** As specifically directed by SGVCOG, the CONSULTANT may be required to perform special work assignments. The budget under this task will be used only upon SGVCOG’s written authorization and will be tracked separately with proper documentation of the effort required to complete the special work assignment. The CONSULTANT shall prepare a scope and its associated cost and obtain SGVCOG’s written approval prior to commencement of any special work assignment task.

**CONSTRUCTION MANAGEMENT SERVICES CONSULTANT DELIVERABLES**

DELIVERABLE MATRIX	DELIVERABLE DESCRIPTIONS
PRE-CONSTRUCTION PHASE	<p>Constructability Review Checklist</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Constructability Review Comments (at design level specified by SGVCOG)</li> <li><input type="checkbox"/> Constructability Review Comments (100%)</li> <li><input type="checkbox"/> Constructability Review Back-Check Certification</li> <li><input type="checkbox"/> Draft Construction Schedule</li> <li><input type="checkbox"/> Independent Cost Estimate</li> <li><input type="checkbox"/> Submittal Log</li> <li><input type="checkbox"/> Comments of SGVCOG Resident Engineer’s Manual</li> <li><input type="checkbox"/> Pre-Condition Survey Documentation</li> <li><input type="checkbox"/> Approved Baseline Construction Schedule</li> </ul>



**TABLE 2A-2  
ESTIMATED COST TO COMPLETE SCOPE OF SERVICES  
TASK ORDER 01  
PRE-CONSTRUCTION PORTION OF SERVICES  
SHOWN IN MONTHLY-FORMAT**

**SCOPE OF PRE-CONSTRUCTION SERVICES**

Estimated 3 months (part-time) pre-bid (constructability review) services, 3 months (part-time) bid assistance to SGVCOG, assume 12 months construction, 3 months post-construction  
**Pre-Construction Phase to be part-time, as-needed and is estimated to occur within the months of Jan. 2, 2020 through June 30, 2020.**

Work will include the following: (Note, this list supplements the initial RFP and does not replace the scope outlined in the RFP.)

- a. Constructability Analysis
- b. Construction Schedule
- c. Independent Cost Estimate
- d. Develop submittal log (this should be part of Task Order #2 activity) This could be part of either task order, but it was included in the RFP as Task Order #1.
- e. Bid support to SGVCOG during bidding to contractors (Assist in bid questions, bid walk of project)
- f. Early utility/railroad coordination
- g. Pre-construction survey (photo documentation of existing conditions) Consider providing an optional sub-task proposal in case this work needs to be done a second time just prior to bid
- h. Assist SGVCOG in pre-bid meeting to contractor(s)
- i. Special Assignments. A small amount of hours have been added.

NAME & CLASSIFICATION	ESTIMATED HOURS: PRE-CONSTRUCTION PHASE APR. 2020 THROUGH AUG. 2020						TOTAL HOURS	FY 2019/20 LOADED HOURLY RATE	TOTAL	DBE %	%
	Apr-20	May-20	Jun-20	Jul-20	Aug-20						
Scott Fabel, PE, QSD, Project Manager	8	8	8	8	8	40	\$224.23	\$8,969.24	✓	5.5%	
Tim Flint, PE, Resident Engineer	20	20	60	60	80	240	\$190.33	\$45,680.09	✓	28.2%	
Construction Inspector (1.0x), Long Nguyen	30	20	60	80	100	290	\$167.07	\$48,449.14	✓	29.9%	
Construction Inspector (1.5x), Long Nguyen	0	0	0	0	0	0	\$250.60	\$0.00	✓	0.0%	
Construction Inspector (2.0x), Long Nguyen	0	0	0	0	0	0	\$334.14	\$0.00	✓	0.0%	
Rail Coordinator (1.0x), Angel Marquez	20	0	20	20	40	100	\$243.41	\$24,340.96	✓	15.0%	
Rail Coordinator (1.5x), Angel Marquez	0	0	0	0	0	0	\$243.41	\$0.00	✓	0.0%	
Rail Coordinator (2.0x), Angel Marquez	0	0	0	0	0	0	\$243.41	\$0.00	✓	0.0%	
Scheduler, John Hill	40	40	0	0	0	80	\$234.65	\$18,772.37	✓	11.6%	
Additional Resource: David Cooper (RE)	40	40	0	0	0	80	\$199.97	\$15,997.96	✓	9.9%	
KKCS Office Engineer	0	0	0	0	0	0	\$120.10	\$0.00	✓	0.0%	
KKCS Document Control	0	0	0	0	0	0	\$64.75	\$0.00	✓	0.0%	
Safety Solutions (Safety, CSP)	NOT APPLICABLE FOR PRE-CONSTRUCTION PHASE								\$0.00	no	0.0%
QA Survey (Coast Surveying)	NOT APPLICABLE FOR PRE-CONSTRUCTION PHASE								\$0.00	no	0.0%
Twining (Material Testing)	NOT APPLICABLE FOR PRE-CONSTRUCTION PHASE								\$0.00	no	0.0%
Ninyo & Moore (Haz Materials)	NOT APPLICABLE FOR PRE-CONSTRUCTION PHASE								\$0.00	no	0.0%
								<b>TOTAL</b>	<b>\$162,209.76</b>		<b>100.0%</b>
								DBE \$	\$162,209.76		
								DBE %	100.0%		

**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**  
**LIST OF PROPOSED SUBCONTRACTORS**  
**CONSTRUCTION MANAGEMENT SERVICES**  
**FOR**  
**AT-GRADE CROSSINGS SAFETY IMPROVEMENT PROJECT**

<b>NAME OF FIRM</b>	<b>DBE</b>	<b>ADDRESS</b>	<b>WORK TO BE PERFORMED</b>	<b>ESTIMATED DOLLAR PARTICIPATION</b>	<b>PERCENT OF TOTAL CONTRACT VALUE</b>
Coast Surveying, Inc.	YES	15031 Parkway Loop B, Tustin, CA 92780	Survey Support Quality Assurance	\$0.00	0%
Kal Kishnan Consulting Services, Inc. (KKCS)	YES	800 S. Figueroa St., #1210, Los Angeles, CA 90017	Office Engineering / Inspection	\$0.00	0%
Ninyo & Moore	NO	475 Goddard, Suite 200, Irvine, CA 92618	Hazardous Materials Oversight	\$0.00	0%
Safety Solutions, Inc.	NO	25572 Aria Drive, Mission Viejo, CA 92692	Railroad Safety Coordinator	\$0.00	0%
Twining, Inc.	NO	2883 East Spring Street, Suite 300, Long Beach, CA 90806	Material Testing Quality Assurance	\$0.00	0%

**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**

**LIST OF KEY PERSONNEL**

**CONSTRUCTION MANAGEMENT SERVICES  
FOR  
AT-GRADE CROSSINGS SAFETY IMPROVEMENT PROJECT**

<b>NAME</b>	<b>FIRM</b>	<b>POSITION</b>
<b>Scott Fabel, P.E., QSD</b>	<b>Ghirardelli Associates</b>	<b>Project Manager</b>
<b>Tim Flint, P.E., QSD/P</b>	<b>Ghirardelli Associates</b>	<b>Resident Engineer</b>
<b>Baolong Nguyen</b>	<b>Ghirardelli Associates</b>	<b>Civil &amp; Utility Inspector / Office Engineer</b>
<b>Angel Marquez</b>	<b>Ghirardelli Associates</b>	<b>Railroad Coordinator</b>

**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**

**TASK ORDER**

**CONSTRUCTION MANAGEMENT SERVICES FOR  
AT-GRADE CROSSINGS SAFETY IMPROVEMENT PROJECT**

<b>CONSULTANT:</b> Ghirardelli Associates	<b>AGREEMENT NO.:</b> 19-05	<b>TASK ORDER NO.:</b> 2
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<b>TASK ORDER TITLE:</b>	Construction Management Services for At-Grade Crossings Safety Improvement Project
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<b>EFFECTIVE DATE OF THIS TASK ORDER:</b>	<b>TASK ORDER VALUE:</b> \$ 1,755,933.90
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<b>CONTACT:</b> Scott Fabel, PE, QSD	<b>TELEPHONE:</b> (949) 338-4299
<b>FACSIMILE:</b> (408) 435-5505	<b>EMAIL:</b> <a href="mailto:scott@ghirardelliassoc.com">scott@ghirardelliassoc.com</a>
<b>ADDRESS:</b> 2055 Gateway Place, Ste. 470, San Jose, CA 95110	

**1. SCOPE OF SERVICES:**

CONSULTANT agrees to perform the services identified in Attachment "A", Scope of Services, which is attached hereto and made a part hereof this TASK ORDER NO. 2.

**2. COMPENSATION:**

The total amount payable to CONSULTANT under this TASK ORDER NO. 2 shall not exceed: **One million seven hundred fifty-five thousand nine hundred thirty-three dollars and 90/100s** (\$1,755,933.90), as per Attachment "B" (Consultant's cost proposal), and as defined in further detail in SECTION 7 (COMPENSATION AND METHOD OF PAYMENT) and Exhibit "C" (COMPENSATION) of the AGREEMENT.

**3. SUBCONTRACTORS:**

Attachment "C" List of Proposed Subcontractors for TASK ORDER NO. 2 is attached hereto and made a part hereof this TASK ORDER NO. 2.

**4. KEY PERSONNEL:**

Attachment "D" List of Key Personnel for TASK ORDER NO. 1 is attached hereto and made a part hereof this TASK ORDER NO. 1.

**5. DBE GOAL**

The DBE goal is changed/unchanged by this TASK ORDER. If changed, the revised DBE goal is 14%.

**6. PERIOD OF PERFORMANCE/NOTICE TO PROCEED**

The period of performance is to be determined.

All other terms and conditions of this AGREEMENT NO. 19-05 remains unchanged.

In witness whereof, this TASK ORDER NO. 2 has been executed under the provisions of AGREEMENT NO. 19-05 between SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS and the above named CONSULTANT. By signature below, the parties hereto agree that all terms and conditions of this TASK ORDER NO. 2 and AGREEMENT NO. 19-05 shall be in full force and effect.

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**CONSULTANT:**

**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**

Authorized  
Signature: \_\_\_\_\_

Authorized  
Signature: \_\_\_\_\_

Print Name:           Randall Bruner, P.E.          

Print Name:           Mark Christoffels          

Print Title:           President          

Print Title:           Chief Engineer

## SCOPE OF SERVICES

### Construction Management Services for At-Grade Crossings Safety Improvement Project

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The scope of services will be to provide Construction Management (CM) Services for the At-Grade Crossings Safety Improvement Project located in the Union Pacific Railroad (UPRR) Los Angeles Subdivision right of way in the City of Pomona, and City of Montebello.

All work is to be performed in accordance with the San Gabriel Valley Council of Government's (SGVCOG) Project Procedures/Resident Engineer Manual, which is incorporated herein by reference, and made a part of this AGREEMENT No. 19-05 for Construction Management Services for the At-Grade Crossings Safety Improvement Project.

Below is a discussion of the general requirements and services anticipated by SGVCOG that will be applicable to all at-grade crossing improvement, unless otherwise indicated.

#### **TASK 2 – CONSTRUCTION-PHASE SERVICES**

Construction-Phase Services. CONSULTANT should refer to the RE Manual for a complete description of the requirements of the work under each of the subtasks.

SGVCOG requires that CONSULTANT shall use the current version of Procore Construction Management software to manage and administer the assigned construction contracts in accordance with the requirements of the RE Manual.

**2.1 Progress Management:** CONSULTANT shall be responsible for ensuring the Construction Contractor(s) follow their respective schedules and accomplish their work on time. Some elements of work include:

- A. Monitoring the status of permits, submittals, shop drawings, material procurement and delivery.
- B. Identifying potential schedule slippages, notifying the Construction Contractor(s), and discussing their recovery plans, and making recommendations to SGVCOG regarding corrective action plans.
- C. Assisting the Construction Contractor(s) in coordination and issue resolution with agencies, the designer and utilities.



**2.2 Progress Schedule:** CONSULTANT shall review, comment, and approve the Contractor's construction schedule updates. CONSULTANT shall perform Time Impact Analyses, review and approve Recovery Schedules, and review and approve the As-Built Schedules. These schedules shall be reviewed for accuracy including work accomplished, reasonableness of forecasted completion durations based on production rates achieved to date, and compliance with the Contract Documents including milestones. CONSULTANT shall develop a cost loaded schedule analysis on a monthly basis for use in the claims support services required by SGVCOG.

**2.3 Changes/Claims:** CONSULTANT shall recommend and implement change order and claim avoidance practices. CONSULTANT shall analyze, prepare a cost estimate, negotiate, and process changes and claims in accordance with procedures provided by SGVCOG. SGVCOG will review CONSULTANT's schedule analysis on delay claims, including the cost of delay. SGVCOG will provide policy guidance on contract administration and conduct technical reviews of proposed change orders.

**2.4 Construction Safety:** SGVCOG has a programmatic Safety and Health Plan. In accordance with SGVCOG's Safety and Health Plan, CONSULTANT shall provide the services of a Safety Officer.

The Construction Contractor will prepare a contract-specific Safety Plan in accordance with the programmatic Safety Plan. CONSULTANT shall review the Construction Contractor's Safety Plan, recommend changes, and when complete, recommend approval by SGVCOG. CONSULTANT shall monitor the Construction Contractor's compliance with the Contractor's safety program, and shall stop the work whenever

safety conditions warrant. CONSULTANT shall document safety concerns and corrective actions taken.

In the event of an accident, both CONSULTANT and CONSULTANT's Safety Officer will prepare accident reports as required in SGVCOG's Safety and Health Plan. This is in addition to any accident reports required of the Construction Contractor.

CONSULTANT shall be responsible for ensuring compliance with all UPRR safety regulations, and shall ensure that all workers are current on Roadway Worker Safety training.

**2.5 Utility Coordination:** CONSULTANT shall provide utility inspection and coordination, as needed in order to resolve all technical issues related to affected utilities, and to include third party utility relocations that are required prior to the start of construction. This is in addition to the Construction Contractor's scope which includes utility coordination and technical issue resolution for all affected utilities as required in the Contract Documents. Upon SGVCOG's request, CONSULTANT shall provide additional services on an as-needed basis to assist SGVCOG in verifying additional work charges by third party utility companies.

**2.6 Coordinate Flagpersons and Watchpersons:** CONSULTANT shall coordinate and effectively schedule UPRR flagpersons and watchpersons to provide protection to work crews and equipment on the worksite.

**2.7 Quality Assurance:** CONSULTANT shall provide resident engineering and quality assurance inspection services to ensure that the work is performed, constructed, and coordinated in accordance with the Contract Documents, applicable codes, applicable regulatory requirements, and applicable permits.

CONSULTANT shall verify that materials incorporated into the work comply with the specifications.

**2.8 Materials Testing and Support Services:** CONSULTANT shall provide materials testing and inspection services for quality assurance and acceptance of the work. CONSULTANT shall follow SGVCOG's Quality Assurance Program Manual (QAP) in providing these services. The testing laboratory selected by CONSULTANT shall provide certification to SGVCOG affirming that it is capable of performing testing in conformance with SGVCOG's QAP and is Caltrans accredited. Additionally, the testing-laboratory's Quality Control and Quality Assurance Program will be subject to review and approval by SGVCOG.

CONSULTANT shall provide assistance to witness such testing, when required. CONSULTANT shall deliver to the Construction Contractor test results and shall order re-test on materials that fail the first test, if requested by the Construction Contractor. CONSULTANT shall keep an accounting of the costs of such re-tests and shall deduct this amount from the Construction Contractor's progress payment application.

**2.9 Environmental Services:** CONSULTANT shall ensure the Construction Contractor's compliance with environmental permits, regulatory requirements, construction environmental controls, and mitigation measures. CONSULTANT shall enforce sound environmental management practices (including, but not limited to, dust, noise, vibration, and erosion control).

**2.10 Progress Payments:** CONSULTANT shall review and approve/reject the Construction Contractor's monthly progress payment requests in accordance with the General Provisions of the Contract Documents and California statutes. Upon receipt of progress payment application from the Construction Contractor, CONSULTANT will review and approve or return the progress payment application within seven (7) days. Upon approval, CONSULTANT will forward the progress payment application to SGVCOG for payment.

CONSULTANT shall also recommend withholdings or back-charges. CONSULTANT shall also maintain a schedule of earnings for the record file.

**2.11 Submittals, Requests for Information (RFIs) and Nonconformance Reports (NCRs):** CONSULTANT shall review all submittals and RFIs for quality and completeness prior to forwarding. CONSULTANT shall process and track all Construction Contractor submittals and RFIs using the current version of Procore Construction Management software suitable for this purpose.

CONSULTANT shall generate and process NCRs for quality completion of the work.

**2.12 Conferences / Meetings:** Other than the Pre-construction meeting as described in Task 1.9, CONSULTANT shall also conduct all meetings and conferences necessary to progress the work. These shall include, but not be limited to, the following:

- Monthly progress report meetings/presentations at SGVCOG's office.
- Weekly progress / issue-resolution meetings
- Readiness Review meetings (as needed)
- Weekly and monthly safety meetings (as needed)
- Third-party coordination meetings

**2.13 Reports and Records:** CONSULTANT shall organize and track project information as required in Procore Construction Management software and in accordance with RE Manual.

A. CONSULTANT shall prepare a monthly report to be incorporated in the SGVCOG's Monthly Summary Status Report and Detailed Cost / Schedule Report.

B. CONSULTANT shall maintain daily job diaries, field change notices, drawing registers / drawing control logs, and other records to document the project. At a

minimum, the daily job diaries shall include work accomplished; materials accepted and basis for acceptance; personnel, equipment, and subcontractors present on site; and deficiencies noted.

C. CONSULTANT shall maintain progress and record photographs.

D. CONSULTANT shall ensure that appropriate documentation is provided for changed conditions, requests for information, requests for deviations, non-compliant and non-conforming materials, and potential claims (Task 2.3). All such requests shall be communicated to SGVCOG and resolved by CONSULTANT expeditiously.

E. CONSULTANT shall prepare reports, including Weekly Progress Meeting Reports, Monthly Manpower Reports, Work Projection Reports, Delay Reports (as occurring), Deficiency Logs, Contract Status Reports, Evaluation of Claims, Evaluation of Requests for Change Orders, and reports covering other project-relevant matters.

F. Meeting minutes shall include the documentation of issues discussed, assignment of action items, due dates, and solutions to issues.

G. CONSULTANT shall maintain all Stop Notices and Preliminary 20-Day Notices submitted by contractors. CONSULTANT shall provide copies of all the notices to SGVCOG within five (5) calendar days after receipt of such notices.

**2.14 Traffic Control and Traffic Handling Plans:** CONSULTANT shall review traffic control and traffic handling plans prepared by the Construction Contractor prior to forwarding them to the local agencies for approval. CONSULTANT shall be responsible for coordination with the local agencies to resolve any technical issues delaying the local agency review process.

**2.15 Survey Support (QA):** CONSULTANT shall monitor the Construction Contractor's compliance with surveying requirements (especially pre-placement surveys). CONSULTANT shall verify the Construction Contractor's layouts and controls, spot check reference points and finished work, and monitor settlement or movement of existing facilities, if required. Construction control survey points will be provided and CONSULTANT will be responsible for providing quality assurance of the Construction Contractor's work.

**2.16 Railroad Force Account:** SGVCOG will coordinate railroad force account activity required for the project. CONSULTANT shall be required to record force account work, including crew size, equipment and materials, and use that data to review UPRR bills to ensure that charges are appropriate.

**2.17 Public Affairs:** As requested, CONSULTANT shall provide assistance to SGVCOG for community outreach activities related to construction activity.

**2.18 Document Control:** CONSULTANT shall adhere to the Document Control Procedures and processes established in the RE Manual. CONSULTANT shall maintain hard-copy files and a Procore Construction Management software based correspondence control register for all documents including correspondence, contract drawings, RFI's, submittals, standard forms and reports.

**2.19 Contractor Insurance:** SGVCOG will receive and evaluate the Construction Contractor's initial certificates of insurance. Prior to construction NTP, the files will be turned over to CONSULTANT who will be responsible for tracking the policies, ensuring policies are renewed.

**2.20 Labor Compliance and DBE Monitoring:** SGVCOG will be responsible for performing the bulk of the labor compliance and DBE monitoring. The Construction Contractor and subcontractors shall submit the certified payrolls and other required reports directly to SGVCOG, CONSULTANT shall support SGVCOG by coordinating with the Construction Contractor, if needed, to obtain the necessary documents for both labor compliance and DBE compliance reports. CONSULTANT shall be knowledgeable about the Contractor's DBE program, and the scope of work for each DBE subcontractor. CONSULTANT will monitor the job progress to ensure that the DBEs are actually performing the work in their scope.

**2.21 Cost Engineering/Estimating:** CONSULTANT will provide SGVCOG with cost engineering support in the areas of budget control, construction cost forecasting, progress payment processing, change and claim analysis, and trend / variance analysis.

**2.22 As-Built Drawings:** CONSULTANT shall ensure that the Construction Contractor maintains as-built drawings in accordance with the contract requirements and that they are complete. CONSULTANT shall maintain its own documentation and tracking of all design changes. CONSULTANT shall review and approve the Construction Contractor's as-built drawings.

**2.23 Contract Closeout:** CONSULTANT shall expedite the Contract Closeout process, which controls the physical and contractual completion of the contract. This shall include:

- Orderly transfer of key records and electronic and hard copy documents;
- Final inspection, testing, and release of the facility or system for occupancy or operation;
- Resolution of outstanding contractual issues, changes, claims, and deficiency reports;
- Assessment of liquidated damages;
- Final payment processing;
- Preparation and transfer of as-built contract specifications and drawings as well as field records to appropriate agency for centralized storage and protection.

- Preparation and transfer of Project Closeout Exhibits from Chapter 17 of the Caltrans Local Assistance Procedures Manual.

**2.24 Special Work Assignments:** As specifically directed by SGVCOG, CONSULTANT may be required to perform special work assignments. The budget under this task will be used only upon CONSULTANT's written authorization and will be tracked separately with proper documentation of the effort required to complete the special work assignment. CONSULTANT will prepare a scope and its associated cost and obtain SGVCOG's written approval prior to commencement of any special work assignment task.

### CONSTRUCTION MANAGEMENT SERVICES CONSULTANT DELIVERABLES

DELIVERABLE MATRIX	DELIVERABLE DESCRIPTIONS
CONSTRUCTION PHASE	<input type="checkbox"/> Inspector's Daily Reports <input type="checkbox"/> Progress Schedule and Payments <input type="checkbox"/> Work Project Reports <input type="checkbox"/> CCOs, RFIs, RFCs etc. <input type="checkbox"/> Job Photos and Progress Reports <input type="checkbox"/> All documentation will be maintained at the project job site office and will be submitted after the Post Construction Phase
POST-CONSTRUCTION PHASE	<input type="checkbox"/> Deliver bound and indexed project documentation <input type="checkbox"/> Indexed Materials Certificates <input type="checkbox"/> "As-Built" Schedule <input type="checkbox"/> "As-Built" Plans <input type="checkbox"/> Project Completion Report <input type="checkbox"/> Final Payment Report <input type="checkbox"/> Final Quarterly SBE Payment Report <input type="checkbox"/> Chapter 17 LAPM Exhibits



**TABLE 2A-2  
ESTIMATED COST TO COMPLETE SCOPE OF SERVICES  
TASK ORDER 02  
CONSTRUCTION AND POST-CONSTRUCTION SERVICES  
SHOWN IN MONTHLY-FORMAT**

**Task Order #2, CM for construction and post-construction parameters are as follows:**

- 12-month construction, 3 months post-construction
- Start construction July 1, 2020 (new fiscal year) and go through June 30, 2021, (Using FY 2020/21 rates), then July 1, 2021 through Sept. 30, 2021 for Post-Construction Services (using FY 2021/22 rates).
- Assume 2-weekend of work at each location (10 hrs. Sat (1.5x) and 10 hrs. Sun (2.0x)) since we do not have a schedule or plans at this time. This comes to 6 locations, totaling 12 weekends. (12 Sats and 12 Suns both at 10 hrs. each. = 120 hrs. Sat OT and 120 hrs. Sun OT).
- Understood that any additional railroad insurance is covered under the contractor's insurance docs and GAI does not need to purchase any additional/separate railroad insurance.

**5. Added an additional 20-hrs. of overtime for both Angel and Long per month for six (6) months to cover potential overtime issues with UPRR work and outside work potential work with the contractor, beyond the weekend work. I simply added this time to the same months for weekend work to easily track.**

NAME & CLASSIFICATION	ESTIMATED HOURS																					SUB-TOTAL FY 2020/21 HOURS	FY 2019/20 LOADED HOURLY RATE	TOTAL CONST. PHASE	CONSTRUCTION PHASE 12 MONTHS FY 2020/21			POST-CONSTRUCTION PHASE 3 MONTHS FY 2021/22			SUB-TOTAL FY 2020/21 HOURS	FY 2020/21 LOADED HOURLY RATES	TOTAL POST-CON PHASE	TOTAL	DBE v	%
	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Oct-21	Nov-21	Dec-21																					
Scott Fabel, PE, QSD, Project Manager	16	16	16	16	16	16	16	16	16	16	16	16	192	\$224.23	\$43,052.35	16	16	16	48	\$224.23	\$10,763.09	\$53,815.44	v	3.1%												
Tim Flint, PE, Resident Engineer	160	160	160	160	160	160	160	160	160	160	160	160	1920	\$190.33	\$365,440.70	160	80	80	320	\$190.33	\$60,906.78	\$426,347.49	v	24.3%												
Construction Inspector (1.0x), Long Nguyen	160	160	160	160	160	160	160	160	160	160	160	160	1920	\$167.07	\$320,766.72	160	80	80	320	\$167.07	\$53,461.12	\$374,227.84	v	21.3%												
Construction Inspector (1.5x), Long Nguyen	0	0	0	0	40	40	40	40	40	40	0	0	240	\$250.60	\$60,143.76	0	0	0	0	\$250.60	\$0.00	\$60,143.76	v	3.4%												
Construction Inspector (2.0x), Long Nguyen	0	0	0	0	20	20	20	20	20	20	0	0	120	\$334.14	\$40,097.08	0	0	0	0	\$334.14	\$0.00	\$40,097.08	v	2.3%												
Rail Coordinator (1.0x), Angel Marquez	40	60	80	40	80	40	80	40	80	40	40	40	660	\$243.41	\$160,650.34	120	80	80	280	\$243.41	\$68,154.69	\$228,805.02	v	13.0%												
Rail Coordinator (1.5x), Angel Marquez	0	0	0	0	0	0	0	0	0	0	0	0	0	\$243.41	\$0.00	0	0	0	0	\$243.41	\$0.00	\$0.00	v	0.0%												
Rail Coordinator (2.0x), Angel Marquez	0	0	0	0	0	0	0	0	0	0	0	0	0	\$243.41	\$0.00	0	0	0	0	\$243.41	\$0.00	\$0.00	v	0.0%												
Scheduler, John Hill	80	80	40	40	40	40	40	40	40	40	40	40	560	\$234.65	\$131,406.58	40	0	0	40	\$234.65	\$9,386.18	\$140,792.76	v	8.0%												
KKCS Office Engineer	60	60	60	60	60	60	60	60	60	60	60	60	720	\$120.10	\$86,470.56	0	0	0	0	\$120.10	\$0.00	\$86,470.56	v	4.9%												
KKCS Document Control	100	100	100	100	100	100	100	100	100	100	100	100	1200	\$64.75	\$77,694.96	80	80	80	240	\$64.75	\$15,538.99	\$93,233.95	v	5.3%												
Safety Solutions (Safety, CSP)	AS-NEEDED. ESTIMATED COST. RATES ATTACHED.																				ESTIMATED 2%±	\$36,000.00	no	2.1%												
QA Survey (Coast Surveying)	AS-NEEDED. ESTIMATED COST. RATES ATTACHED.																					ESTIMATED 2%±	\$36,000.00	no	2.1%											
Twining (Material Testing)	AS-NEEDED. ESTIMATED COST. RATES ATTACHED.																					ESTIMATED 5%±	\$90,000.00	no	5.1%											
Ninyo & Moore (Haz Materials)	AS-NEEDED. ESTIMATED COST. RATES ATTACHED.																					ESTIMATED 5%±	\$90,000.00	no	5.1%											
<b>TOTAL</b>																					<b>TOTAL</b>	<b>\$1,755,933.90</b>		<b>100.0%</b>												
<b>DBE \$</b>																						<b>DBE \$</b>	<b>\$1,503,933.90</b>													
<b>DBE %</b>																						<b>DBE %</b>	<b>85.6%</b>													

(DOES NOT INCL PRE-CONST SERVICES T.O. #1)

SGVCOG  
RFP 19-05  
At Grade Safety Improvements



**TABLE 1  
ALL INCLUSIVE LABOR RATES**

NAME & CLASSIFICATION	FY 2019/20 LOADED HOURLY RATE	FY 2020/21 LOADED HOURLY RATE	FY 2021/22 LOADED HOURLY RATE
	7/2019 to 6/2020	7/2020 to 6/2021	7/2021 to 12/2021
Project Manager, Scott Fabel, PE, QSD	\$224.23	\$224.23	\$224.23
Resident Engineer, Tim Flint, PE, QSD	\$190.33	\$190.33	\$190.33
Construction Inspector (1.0x), Long Nguyen	\$167.07	\$167.07	\$167.07
Construction Inspector (1.5x), Long Nguyen	\$250.60	\$250.60	\$250.60
Construction Inspector (2.0x), Long Nguyen	\$334.14	\$334.14	\$334.14
Rail Coordinator (1.0x), Angel Marquez	\$243.41	\$243.41	\$243.41
Rail Coordinator (1.5x), Angel Marquez	\$243.41	\$243.41	\$243.41
Rail Coordinator (2.0x), Angel Marquez	\$243.41	\$243.41	\$243.41
Scheduler, John Hill	\$234.65	\$234.65	\$234.65
Additional Resource: David Cooper (RE Type)	\$199.97	\$199.97	\$199.97
KKCS Office Engineer	\$120.10	\$120.10	\$120.10
KKCS Document Control	\$64.75	\$64.75	\$64.75

Notes:

- Hourly rates include vehicle, mobile phone, laptop and camera.
- Construction inspection services are subject to prevailing wage requirements.
- Reproduction services are not included. If SGVCOG requests large amounts of reproduction, cost will be actual.



**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**  
**LIST OF PROPOSED SUBCONTRACTORS**  
**CONSTRUCTION MANAGEMENT SERVICES**  
**FOR**  
**AT-GRADE CROSSINGS SAFETY IMPROVEMENT PROJECT**

<b>NAME OF FIRM</b>	<b>DBE</b>	<b>ADDRESS</b>	<b>WORK TO BE PERFORMED</b>	<b>ESTIMATED DOLLAR PARTICIPATION</b>	<b>PERCENT OF TOTAL CONTRACT VALUE</b>
Coast Surveying, Inc.	YES	15031 Parkway Loop B, Tustin, CA 92780	Survey Support Quality Assurance	\$36,000.00	2.1%
Kal Kishnan Consulting Services, Inc. (KKCS)	YES	800 S. Figueroa St., #1210, Los Angeles, CA 90017	Office Engineering / Inspection	\$179,704.51	10.2%
Ninyo & Moore	NO	475 Goddard, Suite 200, Irvine, CA 92618	Hazardous Materials Oversight	\$90,000.00	5.1%
Safety Solutions, Inc.	NO	25572 Aria Drive, Mission Viejo, CA 92692	Railroad Safety Coordinator	\$36,000.00	2.1%
Twining, Inc.	NO	2883 East Spring Street, Suite 300, Long Beach, CA 90806	Material Testing Quality Assurance	\$90,000.00	5.1%

**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**

**LIST OF KEY PERSONNEL**

**CONSTRUCTION MANAGEMENT SERVICES  
FOR  
AT-GRADE CROSSINGS SAFETY IMPROVEMENT PROJECT**

<b>NAME</b>	<b>FIRM</b>	<b>POSITION</b>
<b>Scott Fabel, P.E., QSD</b>	<b>Ghirardelli Associates</b>	<b>Project Manager</b>
<b>Tim Flint, P.E., QSD/P</b>	<b>Ghirardelli Associates</b>	<b>Resident Engineer</b>
<b>Baolong Nguyen</b>	<b>Ghirardelli Associates</b>	<b>Civil &amp; Utility Inspector / Office Engineer</b>
<b>Angel Marquez</b>	<b>Ghirardelli Associates</b>	<b>Railroad Coordinator</b>



**MEMO TO:** Capital Projects and Construction Committee Members and Alternates

**FROM:** Mark Christoffels, Chief Engineer

**DATE:** April 27, 2020

**SUBJECT:** Approval of Selection of AECOM for Construction Management Services for Montebello Blvd. Grade Separation and Maple Avenue Pedestrian Bridge Project and approval of Task Orders 1 and 2

**RECOMMENDATION:** Staff recommends that the Committee authorize the Chief Engineer to execute a construction management (CM) services contract with AECOM for Montebello Blvd. Grade Separation and Maple Avenue Pedestrian Bridge Project and approve Task Orders 1 and 2 in an amount not to exceed \$8,812,276 for the Montebello Blvd. Grade Separation related services.

**BACKGROUND:** The San Gabriel Valley Council of Governments (SGVCOG) in furtherance of the Alameda Corridor-East Project has been working on a project to construct a roadway underpass at the railroad crossing on Montebello Boulevard and a pedestrian bridge overcrossing on Maple Avenue in the City of Montebello.

Currently, plans for the Montebello Blvd. Grade Separation Project are 95% complete and staff needs the services of a Construction Management firm to assist in constructability reviews and oversight of construction.

As construction manager for SGVCOG on this project, AECOM' services would include ensuring that the general contractor and subcontractors construct the project as designed, submit complete and accurate schedules for approval by SGVCOG, and adhere to these schedules during the life of the project. The CM is also responsible for the control of change work, through identification and quantification of work necessary for the project that is not included in the contract documents. AECOM would also represent SGVCOG when negotiating change orders. CM services also include quality assurance and material quantity inspections, managing submittal reviews, monitoring of contractors' compliance with air quality, noise and debris control regulations, and local agency ordinance and permitting requirements.

Consistent with our procurement process, a Request-for-Proposals (RFP) was issued on December 2, 2019. The availability of the RFP was advertised in various publications (newspapers of local circulation, minority and business publications), posted on our websites, as well as on our online bidding system. In addition, direct email notification was made to over 1042 firms who had previously expressed an interest in our project. A pre-proposal conference was held on December 11, 2019, attended by 26 people. SGVCOG received five (5) proposals on January 17, 2020.

Responsive proposals were received from the following firms:

- AECOM
- Anser Advisory, LLC.

- Hill International
- PreScience Corporation
- WSP USA, Inc.

A 5-member Technical Evaluation Committee (TEC), consisting of three (3) SGVCOG staff and representatives from City of Montebello and County of Los Angeles Department of Public Works respectively, all with relevant technical qualifications was convened to review the proposals. The TEC reviewed the written proposals and selected all five (5) firms submitted proposal to be interviewed.

Interviews were held on February 10, 2020. All five (5) firms interviewed were highly regarded, very experienced and well qualified. The TEC ranked the highest proposal by the team of AECOM.

Notices of staff’s recommendation were sent to the other finalists on February 11, 2020. No protests were received.

The RFP was issued under a Small Business Enterprise (SBE) Program currently in place. Staff has established a 14% SBE goal on the project. AECOM is committed to meet or exceeding the 14% SBE goal. AECOM will be required to report all SBE participation achieved through the life of the contract.

Staff proceeded with negotiating task orders 1 and 2 for just the Montebello Blvd. Grade Separation Project services (the Maple Pedestrian Bridge Project services will be negotiated at a later date) to be issued under this contract. Proposed costs for the Pre-construction CM services and Construction Management Services during construction tasks were compared with estimates independently prepared by staff and any discrepancies were resolved. The final agreed to amounts are as follows:

Task 1: Pre-construction CM services:	\$ 388,112
<u>Task 2: Construction Management services:</u>	<u>\$ 8,424,164</u>
Contract Value (not-to-exceed amount)	\$ 8,812,276

Task 1, Pre-construction CM services will include the following tasks:

- Constructability Analysis
- Construction Schedule Review
- Cost Estimate
- Bid Support
- Early Utility Coordination
- Pre-condition Survey
- Pre-construction meeting
- Special Work Assignments
- Submittal Log

Task 2: Construction Management Services During Construction will include the following tasks:

- Progress Management Services
- Progress Schedule
- Conferences / Meetings
- Contractor Insurance

- Changes/Claims Administration
- Construction Safety
- Cost Engineering / Estimating
- Utility coordination
- Coordination Flagpersons & Watchpersons
- Environmental Services
- Progress Payments
- Quality Assurance
- Special Work Assignments
- Submittals, Requests for Information & Nonconformance Report
- Reports & Records
- Document control
- Railroad Force Account
- Survey Support (QA)
- Material testing & support services (QA/QC)
- Labor compliance & DBE monitoring (support)
- As-Built Drawings
- Traffic Control
- Public Affairs (support)
- Contract Closeout

This authorization includes a 10% Contingency allowance to the Chief Engineer in accordance with normal agency procedures. Any contract amount changes from the above figure due to contract changes that exceed the Chief Engineer's authorization will be brought back to the Committee for further consideration and approval.

Since work needed to proceed immediately, an initial Task Order 1 was executed under the Chief Engineer's authority to proceed in a not to exceed amount of \$137,864. Approval of these additional Task Orders will amend this prior action and increase the total amount to a Committee authorization of \$8,812,276.

**BUDGET IMPACT:** Funding for the work contemplated under this contract is budgeted in the project with Measure R and SB1 funds.

**ATTACHMENT:**

- Agreement No. 19-08 for Construction Management Services with AECOM
- Task Order No. 1
- Task Order No. 1, revision 1
- Task Order No. 2

**AGREEMENT NO. 19-08**

**AGREEMENT FOR**

**CONSTRUCTION MANAGEMENT SERVICES**  
**FOR**  
**MONTEBELLO BOULEVARD GRADE SEPARATION PROJECT AND THE MAPLE**  
**AVENUE PEDESTRIAN BRIDGE PROJECT**

**BY AND BETWEEN**

**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**

**AND**

**AECOM TECHNICAL SERVICES, INC.**

**MARCH 23, 2020**

**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS  
 AGREEMENT FOR  
 CONSTRUCTION MANAGEMENT SERVICES  
 FOR  
 MONTEBELLO BOULEVARD GRADE SEPARATION PROJECT AND THE MAPLE  
 AVENUE PEDESTRIAN BRIDGE PROJECT  
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**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**

**AGREEMENT FOR  
CONSTRUCTION MANAGEMENT SERVICES  
FOR  
MONTEBELLO BOULEVARD GRADE SEPARATION PROJECT AND THE MAPLE  
AVENUE PEDESTRIAN BRIDGE PROJECT**

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**AGREEMENT NO. 19-08**

**AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES  
FOR  
MONTEBELLO BOULEVARD GRADE SEPARATION PROJECT AND THE MAPLE  
AVENUE PEDESTRIAN BRIDGE PROJECT  
BY AND BETWEEN**

**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS  
AND**

**AECOM TECHNICAL SERVICES, INC.**

This AGREEMENT FOR **CONSTRUCTION MANAGEMENT SERVICES FOR THE MONTEBELLO BOULEVARD GRADE SEPARATION PROJECT AND THE MAPLE AVENUE PEDESTRIAN BRIDGE PROJECT** BY AND BETWEEN THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS AND AECOM TECHNICAL SERVICES, INC. (the "AGREEMENT"), is made and entered into effective as of the 23rd day of March, 2020, by and between the San Gabriel Valley Council of Governments, a California Joint Powers Authority (the "SGVCOG") and AECOM TECHNICAL SERVICES, INC. (the "CONSULTANT").

**SECTION 1. TERM OF AGREEMENT.**

Subject to the provisions of SECTION 24 "TERMINATION OF AGREEMENT", this AGREEMENT shall remain in force from the effective date, as first shown above, and shall expire on December 31, 2024 and upon completion and acceptance of the **Construction Management Services for the Montebello Boulevard Grade Separation Project and The Maple Avenue Pedestrian Bridge Project**. Such term may be extended upon written agreement of both parties to this AGREEMENT.

**SECTION 2. SUBCONTRACTORS.**

CONSULTANT shall perform the services contemplated under this AGREEMENT using the resources available within its own organization and any subcontractors that have been authorized, in writing, by SGVCOG. Any substitution of subcontractors must be approved, in writing, by SGVCOG. Unless otherwise required by this AGREEMENT, any subcontract with a value in excess of TWENTY-FIVE THOUSAND DOLLARS (\$25,000) that is executed by CONSULTANT in connection with this AGREEMENT shall contain all of the provisions of this AGREEMENT that are applicable to subcontractors. CONSULTANT shall submit to SGVCOG a copy of each of its fully executed agreements with its subcontractors within fifteen (15) working days of the effective date of this AGREEMENT.

### **SECTION 3. SCOPE OF SERVICES.**

- A. EXHIBIT "A" describes the total SCOPE OF SERVICES that SGVCOG expects to assign to CONSULTANT over the term of the AGREEMENT. Individual TASK ORDERS, each covering a part of the total SCOPE OF SERVICES, will be issued to CONSULTANT. SGVCOG expects to issue individual TASK ORDERS to CONSULTANT as required. CONSULTANT is only authorized to undertake services as described in each individual TASK ORDER. It is understood and agreed that the total SCOPE OF SERVICES is only an estimate and that the actual services collectively required of CONSULTANT through individual TASK ORDERS may be less than the SCOPE OF SERVICES. Further, it is understood and agreed that SGVCOG makes no guarantee; either express or implied, as to the actual task orders to be issued and total dollar value of all of the TASK ORDERS that will be authorized under this AGREEMENT.
- B. When SGVCOG determines that a TASK ORDER is required, SGVCOG will request that CONSULTANT prepare a draft TASK ORDER (sample attached as EXHIBIT "B ") identifying the services to be performed, deliverables, period of performance, proposed compensation (i.e. as a firm fixed price or as billing rates with a not-to-exceed budget ceiling), Small Business Enterprise ("SBE") goals, and other items, as appropriate. CONSULTANT shall provide the draft TASK ORDER to SGVCOG, which shall review the draft TASK ORDER and negotiate its contents with CONSULTANT. After agreement is reached regarding all items in the TASK ORDER, it shall be signed by representatives of both SGVCOG and CONSULTANT.
- C. CONSULTANT shall not undertake any work associated with a specific TASK ORDER until that TASK ORDER has been approved by SGVCOG, signed by SGVCOG and CONSULTANT and a notice to proceed has been issued by SGVCOG.
- D. The period of performance for each TASK ORDER will be in accord with the dates specified in the TASK ORDER. No TASK ORDER shall extend beyond the term of this AGREEMENT as specified in SECTION 1 and any TASK ORDER which purports to extend beyond the term of this AGREEMENT shall not be valid.
- E. Upon execution of a TASK ORDER by SGVCOG and CONSULTANT, the TASK ORDER shall be incorporated into and made a part of this AGREEMENT.

### **SECTION 4. CHANGES IN WORK**

CONSULTANT shall make changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by SGVCOG, without additional compensation thereof. Should SGVCOG find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, CONSULTANT shall make such revision as directed by SGVCOG.

Any revisions to satisfactorily completed work as directed by SGVCOG shall be considered as additional services and will be paid for as herein provided under Section 5.

## **SECTION 5. ADDITIONAL SERVICES.**

CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT, which are in addition to or outside of those described in SECTION 3 above, unless such additional services are authorized in advance and in writing by SGVCOG. CONSULTANT shall be compensated for any such additional authorized services in the amounts and in the manner agreed to in writing by SGVCOG.

## **SECTION 6. RIGHT OF ENTRY**

To perform the services described in this AGREEMENT, it may be necessary for CONSULTANT's employees, agents or subcontractors to enter upon and have ingress to and egress from various railroad crossing locations that are owned by or under the control of the UNION PACIFIC RAILROAD COMPANY ("RAILROAD"). Should CONSULTANT require access to RAILROAD, CONSULTANT shall apply for their own Right of Entry with RAILROAD ("RIGHT OF ENTRY AGREEMENT") under which, CONSULTANT's employees, agents, sub consultants and contractors of SGVCOG will be allowed to enter at the permitted RAILROAD crossing locations. Prior to CONSULTANT's entry into RAILROAD crossing locations, CONSULTANT must review said RIGHT OF ENTRY AGREEMENT and execute CONTRACTOR's ENDORSEMENT, said execution shall not be unreasonably withheld, and any entry into RAILROAD crossing locations by CONSULTANT without execution of CONTRACTOR's ENDORSEMENT shall be a material breach of this AGREEMENT that may result in termination of this AGREEMENT and/or claims for damages and/or other legal or equitable remedies in accordance with SECTION 25 of this AGREEMENT. In the event of any inconsistency between this AGREEMENT and RIGHT OF ENTRY AGREEMENT, the terms of this AGREEMENT shall be controlling. Unless otherwise directed by SGVCOG, CONSULTANT shall channel all communications with RAILROAD through SGVCOG and all CONSULTANT requests for entry to grade crossings shall be made to SGVCOG, which shall obtain necessary approvals from RAILROAD.

## **SECTION 7. COMPENSATION AND METHOD OF PAYMENT**

- A. The total compensation to be payable by SGVCOG to CONSULTANT under this AGREEMENT shall be based on executed TASK ORDERS issued by SGVCOG. There is no guarantee, either express or implied, as to the actual dollar value of services to be authorized through TASK ORDERS.
- B. CONSULTANT shall be compensated in the manner and amounts specified in Attachment "B" COMPENSATION" of each TASK ORDER attached hereto and made a part of this AGREEMENT. The total compensation due CONSULTANT for each TASK ORDER shall not exceed the amount set forth in the budget contained in Attachment "B" of each TASK ORDER unless additional

compensation is approved in writing in advance by SGVCOG. CONSULTANT shall incur only such costs as are reasonable and necessary and in the best interests of SGVCOG. CONSULTANT agrees to use its best efforts to perform the work specified in Attachment "A" SCOPE OF SERVICES of each TASK ORDER and all obligations under this AGREEMENT within any not-to-exceed limit specified in Attachment "B" in such TASK ORDER. Any costs incurred by CONSULTANT in excess of the aforesaid limitation without the express written consent of SGVCOG shall be at CONSULTANT's own risk. Reimbursements on subcontracts for goods and services shall be limited to the actual amount paid by CONSULTANT to the subcontractor(s). Reimbursable costs shall not include any costs arising from the letting, administration or supervision of performance of the subcontract, which costs are included in the hourly rates payable to CONSULTANT.

- C. CONSULTANT's compensation for work under any awarded contract will be based on firm fixed hourly rates [which must include all overhead costs and a fee of the hourly cost rate] multiplied by the direct labor hours performed. CONSULTANT's compensation will be subject to a cap on total budget for each TASK ORDER. CONSULTANT's performance period will start on the date of the first Notice to Proceed issued to CONSULTANT. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are direct result of changes in the prevailing wage rates are reimbursable. These hourly rate limitations are applicable to all sub consultants as well.
- D. CONSULTANT shall notify SGVCOG in writing whenever CONSULTANT has reason to believe that within the following sixty (60) day period its total costs and/or compensation for any TASK ORDER will exceed seventy five percent (75%) of the budget for that TASK ORDER as identified in the applicable TASK ORDER Exhibit "B". As part of any such notification, CONSULTANT shall provide SGVCOG with written justification for and a revised estimate of the total cost to SGVCOG for the completion of such TASK ORDER.
- E. As soon as practical after the first day of each calendar month, but in no event later than the tenth (10<sup>th</sup>) of the month, CONSULTANT shall furnish to SGVCOG an original invoice. The invoice shall identify all compensation due CONSULTANT by SGVCOG for services performed in the previous month. Each original invoice shall also include sufficient supporting materials to enable SGVCOG to confirm that all claimed services have been properly completed and costs incurred as claimed by CONSULTANT. SGVCOG shall endeavor to pay the amount due CONSULTANT in full within thirty (30) days after receipt of invoice.

Each CONSULTANT invoice shall also be accompanied by a Program Report. Histogram and Production S-curve chart exhibits shall be furnished upon request. Program Reports shall be a narrative that includes, but is not limited to, a report of accomplishment(s) for the billing period; anticipated accomplishment(s) for the next billing period, and issues identified that may impact scope, schedule and

budget. Production S-curve and Histogram charts shall depict planned and actual activities for (a) project manpower, (b) monthly cumulative expenditures and (c) monthly expenditures versus percent complete. CONSULTANT invoices submitted without the required exhibits will be rejected by SGVCOG.

- F. SGVCOG shall independently review each invoice submitted by CONSULTANT to determine if said invoice is in compliance with all provisions of this AGREEMENT, including the budget and scope of services for each of the TASK ORDERS. All billings for services and for costs and expenses that are submitted by CONSULTANT under this AGREEMENT and any subcontractor costs and expenses billed under this AGREEMENT, if any, must be in accord with the Contract Cost Principles and Procedures of the Federal Acquisition Regulations 48 CFR Part 31 et seq. (the "FAR"), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 49 CFR Part 18, the travel and subsistence rates authorized under the U.S. General Services Administration, and the Los Angeles County Metropolitan Transportation Authority's (Metro) funding guidelines. Any payments made to CONSULTANT and/or CONSULTANT's subcontractors that are determined by subsequent audit to be inconsistent with the budget for one or more TASK ORDERS and/or otherwise unallowable are subject to repayment by CONSULTANT and/or CONSULTANT's subcontractors to SGVCOG. The eligibility requirements for billings for services, costs and expenses, as described in this SECTION 7 (E), must be contained in all CONSULTANT subcontracts and all CONSULTANT subcontracts must also include a provision mandating reimbursement of SGVCOG for any costs for which payment has been made that are determined to be inconsistent with any TASK ORDER budget and/or determined by audit to be unallowable.
- G. In the event SGVCOG disputes any item in any invoice, SGVCOG shall notify CONSULTANT within thirty (30) days of receipt by SGVCOG of said invoice. SGVCOG shall process and endeavor to pay the undisputed portion of said invoice within thirty (30) days of receipt. CONSULTANT shall correct and resubmit any properly disputed portions of said invoice.
- H. Payment to CONSULTANT for services performed pursuant to this AGREEMENT shall not be deemed to waive any deficiencies in services performed by CONSULTANT.
- I. In accordance with the requirements of Metro, a SGVCOG funding source, SGVCOG will apply five percent (5%) retention to all payments made under this AGREEMENT. SGVCOG will make payment of CONSULTANT retained funds accumulated in any audit period, less any disallowance, no more than ninety (90) days after the issuance of a periodic or final audit report for CONSULTANT. SGVCOG will make a good faith effort to schedule an audit of CONSULTANT on at least an annual basis. After completion of each audit, SGVCOG will issue a Draft Audit Report to CONSULTANT. CONSULTANT and Sub consultant will be afforded thirty (30) days to review and respond to the Draft Audit Report. Upon resolution of any findings in the Draft Audit Report, a Final Audit Report will be

issued. In the event CONSULTANT and Sub consultant fail to respond to or acknowledge the Draft Audit Report within thirty (30) days, SGVCOG will issue the Final Audit Report. The Final Audit Report will not be subject to reconsideration by SGVCOG.

Neither pendency of a dispute nor its consideration by SGVCOG will excuse CONSULTANT and Sub consultant from full and timely performance, in accordance with the terms of this AGREEMENT.

- J. In lieu of said retention, CONSULTANT may establish, at CONSULTANT's own cost, an escrow account that will bear interest for the benefit of CONSULTANT to accept the deposit of those monies that otherwise would have been retained. Monies deposited to the escrow account less any disallowed amounts will be released to CONSULTANT after the issuance of the audit report of CONSULTANT and repayment by CONSULTANT of any disallowed amounts. CONSULTANT may alternatively deposit with the escrow agent securities equivalent in value to the monies that would have been retained. Said securities will be returned to CONSULTANT after the issuance of the audit report and after repayment by CONSULTANT of any disallowed amounts. SGVCOG shall approve the type of any securities to be provided by CONSULTANT, the escrow agent selected by CONSULTANT and the escrow agreement negotiated by CONSULTANT. None of the approvals by SGVCOG shall be unreasonably withheld.
- K. SGVCOG requires that prompt progress payments be made to all lower tier subcontractors in accordance with the requirements of Section 7108.5 of the California Business and Professions Code. CONSULTANT agrees to make a progress payment to each of its subcontractors for the respective amount allowed CONSULTANT on account of the work performed by the subcontractors work no later than seven (7) calendar days after CONSULTANT receives any progress payment from SGVCOG for the work of CONSULTANT's subcontractors.
- L. CONSULTANT agrees to make payment of subcontractor retained funds to subcontractors no later than seven (7) calendar days after SGVCOG pays any retained funds to CONSULTANT for work of CONSULTANT's subcontractors. CONSULTANT further agrees to pay each of its subcontractors all remaining retained funds within thirty (30) calendar days after each subcontractor's work is satisfactorily completed and a final invoice is submitted to CONSULTANT; provided, however, that CONSULTANT may withhold any retainage payments associated with invoice items that are in dispute. The prompt payment provisions of this paragraph shall be included in all of CONSULTANT's subcontract agreements.
- M. Interest payments made by CONSULTANT to subcontractors of CONSULTANT because of late payments by CONSULTANT are an unallowable cost under this AGREEMENT and will not be reimbursed by SGVCOG. Repeated and persistent failures by CONSULTANT to comply with the prompt payment policy of SGVCOG will be considered a material failure to comply with the terms of this AGREEMENT and may result in CONSULTANT being in default under SECTION 25.

N. This AGREEMENT is subject to the requirements of the Caltrans Local Assistance Procedures Manual related to audits, including pre-award, interim and post audits of the AGREEMENT and any amendments thereto, all of which shall be conducted consistent with the generally accepted government auditing standards prepared by the United States General Accounting Office and all of which shall utilize, among other guidelines, the cost principles and procedures outlined in the Federal Acquisition Regulation (48 CFR Part 31 et seq.). CONSULTANT and Sub consultants also agree to comply with all applicable federal requirements including 49 CFR Part 18, Uniform Administrative Requirements and Cooperative Agreements to State and Local Governments. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 et seq. or any other audit procedures or regulations are subject to repayment by CONSULTANT to SGVCOG. Pre-award audit recommendations will be included in the AGREEMENT or in the amendments prior to their execution. In the event SGVCOG or its funding agencies, conduct a post-award audit of the AGREEMENT or any amendments, in lieu of a pre-award audit, the following shall apply:

CONSULTANT's COST PROPOSAL, which is included in each executed TASK ORDER, is subject to a pre and/or post award audit, which shall be conducted consistent with the generally accepted government auditing standards prepared by the United States General Accounting Office and which shall utilize, among other guidelines, the cost principles and procedures outlined in the Federal Acquisition Regulation (48 CFR Part 31 et seq.). Subsequent to any pre and/or post award audit, SGVCOG, in the reasonable exercise of its discretion, may require that the COST PROPOSAL be amended by CONSULTANT to conform to any audit recommendations with any such amendments being subject to the approval of SGVCOG. CONSULTANT further agrees that individual items of cost identified or confirmed during the aforementioned audit shall be incorporated into the AGREEMENT at the request of SGVCOG, in its reasonable discretion. Refusal by CONSULTANT to incorporate audit recommendations or individual items of cost into the COST PROPOSAL subject to the above would be a failure to perform a material obligation of this AGREEMENT that could cause CONSULTANT to be in default of the AGREEMENT as described in SECTION 25.

CONSULTANT and Sub consultants' cost proposals and indirect cost rates (ICR) are subject to audits or reviews such as, but not limited to, an Incurred Cost Audit, and ICR Audit, or a Certified Public Accountant (CPA) ICR Audit Workpaper Review. CONSULTANT and Subconsultant are expected to fully cooperate and shall provide documents in a timely manner during the audit process.

## **SECTION 8. DEFICIENT SERVICES.**

- A. CONSULTANT represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this AGREEMENT. CONSULTANT shall at all times competently, and, consistent with its ability, experience and talents, perform all services described herein. In meeting its obligations under this AGREEMENT, CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by consulting firms engaged in providing services similar to those required of CONSULTANT under this AGREEMENT. SGVCOG may disapprove services that do not conform to these standards and practices and may withhold or deny compensation for deficient services. Upon disapproval of services by SGVCOG, CONSULTANT shall immediately re-perform, at its own costs, the services that are deficient. SGVCOG must notify CONSULTANT in writing of the existence of such deficient services within a reasonable time, not to exceed sixty (60) days after its discovery thereof, but in no event later than one (1) year after the completion of such deficient services. No approval, disapproval, or omission to provide approval or disapproval shall release CONSULTANT from any responsibility under this AGREEMENT.
- B. Any costs incurred by SGVCOG and/or CONSULTANT due to CONSULTANT's failure to meet the standards required by the AGREEMENT or CONSULTANT's failure to perform fully the tasks described in the SCOPE OF SERVICES which, in either case, causes SGVCOG to require that CONSULTANT perform again all or part of the SCOPE OF SERVICES shall be at the sole cost of CONSULTANT and, further, SGVCOG shall not pay any additional compensation to CONSULTANT for its re-performance.

## **SECTION 9. EQUIPMENT PURCHASES AND CONSULTANT SERVICES.**

- A. Prior authorization, in writing, by SGVCOG's Chief Engineer or designee shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or consulting services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs. Three (3) competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- B. Any equipment purchased as a result of this AGREEMENT is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two (2) years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, SGVCOG shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit SGVCOG in an amount equal to its fair market value, or sell such equipment at the best prices obtainable at a public or private sale, in accordance with established SGVCOG procedures; and credit SGVCOG in an amount equal to the sales prices. If



CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to SGVCOG and CONSULTANT. If it is determined to sell the equipment, the terms and conditions of such sale must be approved, in advance, by SGVCOG."

- C. All subcontracts in excess of twenty five thousand (\$25,000) shall contain all the provisions of this SECTION 9.

## **SECTION 10. OWNERSHIP OF DOCUMENTS.**

All materials, information and data prepared, developed, or assembled by CONSULTANT or furnished to CONSULTANT by SGVCOG in connection with this AGREEMENT, including but not limited to documents, estimates, calculations, studies, maps, graphs, charts, computer disks, computer source documentation, samples, models, reports, summaries, drawings, designs, notes, plans, information, material, and memorandum ("Data") shall be the exclusive property of SGVCOG. If requested, Data shall be given to SGVCOG. SGVCOG shall have the unrestricted right to use and disclose the Data in any manner and for any purpose without payment of further compensation to CONSULTANT. Copies of Data may be retained by CONSULTANT but CONSULTANT warrants that Data shall not be made available to any person or entity for use without the prior written approval of SGVCOG. This warranty shall survive termination of this AGREEMENT for five (5) years.

## **SECTION 11. CONSULTANT'S BOOKS AND RECORDS.**

- A. CONSULTANT shall maintain any and all documents and records demonstrating or relating to CONSULTANT's performance of services pursuant to this AGREEMENT. CONSULTANT shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to SGVCOG pursuant to this AGREEMENT. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by CONSULTANT pursuant to this AGREEMENT. Any and all such documents or records shall be maintained for not less than four (4) years from the date of final payment made to CONSULTANT by SGVCOG in accordance with this AGREEMENT and to the extent required by laws relating to audits of public agencies and their expenditures.
- B. Any and all records or documents required to be maintained pursuant to this SECTION 11 shall be made available for inspection, audit and copying, at any time during regular business hours, upon written request by SGVCOG or its designated representatives or representatives of any governmental entity, including the Federal Highway Administration, Metro and Caltrans, that is providing funding for SGVCOG Project, if a portion of such funding is used to compensate CONSULTANT hereunder. Copies of such documents or records shall be provided directly to

SGVCOG for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at CONSULTANT's address indicated for receipt of notices in this AGREEMENT.

- C. Where SGVCOG has reason to believe that any of the documents or records required to be maintained pursuant to this SECTION 11 may be lost or discarded due to dissolution or termination of CONSULTANT's business, SGVCOG may, in writing, require that custody of such documents or records be given to SGVCOG and that such documents and records thereafter be maintained by SGVCOG.

## **SECTION 12. STATUS OF CONSULTANT.**

- A. CONSULTANT is and shall at all times remain a wholly independent CONSULTANT and not an officer, employee or agent of SGVCOG. CONSULTANT shall have no authority to bind SGVCOG in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against SGVCOG, whether by contract or otherwise, unless such authority is expressly conferred under this AGREEMENT or is otherwise expressly conferred in writing by SGVCOG.
- B. The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither SGVCOG, nor any elected or appointed boards, officers, officials, employees or agents of SGVCOG, shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that CONSULTANT or any of CONSULTANT's officers, employees or agents are in any manner officials, officers, employees or agents of SGVCOG. In the event SGVCOG is audited by any Federal or State agency regarding the independent contractor status of Consultant's personnel and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between SGVCOG and Consultant or its personnel, Consultant agrees to reimburse SGVCOG for all costs, including accounting and attorney's fees, arising out of such audit and appeals relating thereto.
- C. Neither CONSULTANT, nor any of CONSULTANT's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to SGVCOG's employees. CONSULTANT expressly waives any claim CONSULTANT may have to any such rights.
- D. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relationship between SGVCOG and any subcontractors of CONSULTANT, and no subcontract shall relieve CONSULTANT of his/her responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to SGVCOG for the acts and omissions of its subcontractors 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 CONSULTANT. CONSULTANT's obligation to

pay its subcontractors is an independent obligation from SGVCOG's obligation to make payments to CONSULTANT.

**SECTION 13. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.**

CONSULTANT shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this AGREEMENT. CONSULTANT shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this AGREEMENT. Neither SGVCOG, nor any elected or appointed boards, officers, officials, employees or agents of SGVCOG, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this SECTION 13.

**SECTION 14. SMALL BUSINESS ENTERPRISE (SBE) PARTICIPATION.**

SGVCOG is a recipient of non-federal funds from state, county and local funding sources. A SBE Program has been established to ensure that small businesses have the maximum opportunity to participate in all of SGVCOG's non-federally funded contracts.

Eligible firms for participation under this program as an SBE must be a firm that is either certified as a small business as defined by the U.S. Small Business Administration size standards in accordance with 13 CFR Part 121, or certified as a DBE firm in accordance with 49 CFR Part 26 regulations.

SGVCOG will ensure that the following clause is placed in non-federally funded contracts:

The consultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant shall carry out all applicable requirements in the award and administration of the SBE Program. Failure by the contractor 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 SGVCOG deems appropriate.

**A. Performance of SBE Contractors and other SBE Subcontractors/Suppliers**

- i. A SBE will perform a commercially useful function if it is responsible for the execution of part of the scope of the work described in the AGREEMENT and carries out its responsibilities by actually performing, managing, and supervising the work involved. In order to perform a commercially useful function, a SBE must also be responsible for negotiating price, determining quality and quantity, ordering material, and installing (where applicable) and paying for any materials and supplies associated with the work that the SBE performs. To determine whether a

SBE is performing a commercially useful function, CONSULTANT must also evaluate the amount of work subcontracted to the SBE, industry practices, whether the amount the SBE is to be paid under the AGREEMENT is commensurate with the work it is actually performing, and other relevant factors.

- ii. A SBE 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 SBE participation. In determining whether a SBE is such an extra participant, CONSULTANT should examine similar transactions, particularly those in which SBEs do not participate.
- iii. If a SBE does not perform or exercise responsibility for at least thirty percent (30%) of the work (measured by cost) it performs under the AGREEMENT with its own work force, or if the SBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, SGVCOG will presume that the SBE it is not performing a commercially useful function.

**B. SBE Records**

- i. CONSULTANT shall maintain records of materials purchased from and/or services supplied under all subcontracts entered into with certified SBEs, identified in Exhibit D-2. The records shall show the name and business address of each SBE or vendor and the total dollar amount actually paid each SBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. If CONSULTANT is a SBE it shall also show the date of work performed by its own forces along with the corresponding dollar value of the work.
- ii. “Quarterly SBE Subcontractors Paid Report Summary and Payment Verification” (EXHIBIT D-3):
  - a. If CONSULTANT is a SBE firm and/or has proposed to utilize SBE firms, CONSULTANT will be required to complete and submit a Quarterly SBE Report to SGVCOG by the 15<sup>th</sup> of each quarter until completion of the AGREEMENT to facilitate reporting of SBE participation. CONSULTANT shall report the total dollar value paid to SBEs for the applicable reporting period. CONSULTANT shall also report the SBE’s scope of work and the total subcontract value of commitment for each SBE reported.
  - b. CONSULTANT is required to submit a final SBE report no later than fourteen (14) calendar days after the receipt of final payment and retention from SGVCOG in order to facilitate reporting and capturing the final and actual SBE attainments.

- iii. CONSULTANT shall not to report the participation of SBEs toward the CONSULTANT's SBE attainment until the amount being counted has been paid to the SBE.
  - a. When a SBE subcontractor is terminated, or fails to complete its designated scope of work under the terms of the contract for any reason, CONSULTANT must make good faith efforts to find another SBE subcontractor to substitute for the original SBE.
- iv. Substitutions or additions of an approved SBE subcontractor to be performed by the approved SBE subcontractor must be requested in writing by CONSULTANT and approved by SGVCOG.

#### C. SBE Certification and De-Certification Status

If a SBE subcontractor is decertified during the life of the AGREEMENT, the decertified subcontractor shall notify CONSULTANT in writing of the date of de-certification. If a subcontractor becomes a certified SBE during the life of the AGREEMENT, the subcontractor shall notify CONSULTANT in writing of the date of certification. Any changes brought to the attention of CONSULTANT shall be reported to SGVCOG within thirty (30) days.

Any changes in the ownership and/or certification status of a SBE subcontractor subsequent to contract award must be reported in writing within thirty (30) days to SGVCOG.

#### D. SBE Materials and Supplies

**Materials or supplies purchased from SBEs will count towards SBE credit, purchases will count towards the SBE goal under the following conditions:**

- i. If the materials or supplies are obtained from a SBE manufacturer, one hundred percent (100%) of the cost of the materials or supplies will count toward the SBE participation. A SBE 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 AGREEMENT and of the general character described by the specifications.
- ii. If the materials or supplies are purchased from a SBE regular dealer, sixty percent (60%) of the cost of the materials or supplies will count toward SBE goals. A 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 AGREEMENT, are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a 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 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.
- iii. In order to be considered a regular dealer, 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 regular dealers within the meaning of this section.
  - iv. Credit toward SBE goals for materials or supplies purchased from a SBE, 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.

## **SECTION 15. FAIR EMPLOYMENT PRACTICES.**

- A. During the performance of this AGREEMENT, CONSULTANT and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, color, sex, religious creed, national origin, age (over 40), ancestry, pregnancy, physical disability (including HIV and AIDS), mental disability, sexual orientation, medical condition (e.g., cancer) or marital status and denial of family care leave. CONSULTANT and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONSULTANT and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. CONSULTANT 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.

CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts under this AGREEMENT.

- B. CONSULTANT will take affirmative action to ensure that employees are treated during employment without regard to their race, sex, actual or perceived sexual orientation, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other

forms of compensation; and selection for training, including apprenticeship. CONSULTANT shall post in conspicuous places, available to employees, notices provided by state and federal agencies regarding fair employment practices.

- C. CONSULTANT will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by representatives of any agency designated by the State of California to investigate or ascertain compliance with this SECTION 15 of this AGREEMENT.
  
- D. Remedies for willful violation:
  - i. SGVCOG may determine a willful violation of the fair employment provision of this AGREEMENT to have occurred upon receipt of a final judgment to that effect from a court in an action to which CONSULTANT was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that CONSULTANT has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.
  - ii. For willful violation of the fair employment provision of this AGREEMENT, SGVCOG shall have the right to terminate this AGREEMENT, either in whole or in part, and any loss or damage sustained by SGVCOG in securing the goods or services described herein shall be borne by and paid for by CONSULTANT and SGVCOG may deduct from any moneys due or that thereafter may become due to CONSULTANT, the difference between the price named in the AGREEMENT and the actual cost thereof to SGVCOG to cure CONSULTANT's breach of this AGREEMENT.

## **SECTION 16. NONDISCRIMINATION ASSURANCES.**

- A. CONSULTANT hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d - 42 U.S.C. 2000d-4 (the "ACT"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Part 26.13, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (the "REGULATIONS"), the Federal-Aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the ACT, REGULATIONS, and other pertinent directives, no person in the United States shall, on the basis of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity of CONSULTANT under this AGREEMENT. CONSULTANT hereby gives assurance that CONSULTANT and subcontractors will promptly take any measures necessary to effectuate this SECTION 16. Failure by CONSULTANT to carry out these requirements would

be a material breach of the AGREEMENT and may result in termination of the AGREEMENT in accordance with SECTION 25 or other actions by SGVCOG in accordance with SECTION 25.

B. CONSULTANT, without limiting the above general assurance, hereby gives the following specific assurances:

i. CONSULTANT agrees that each “program” and each “facility” as defined in subsections 21.23(e) and 21.23(b) of the REGULATIONS will be conducted or will be operated in compliance with all requirements imposed by, or pursuant to, the REGULATIONS.

ii. CONSULTANT shall insert the following notification in all solicitations for bids for work or material made in connection with this AGREEMENT and, in adapted form, in all proposals for negotiated agreements:

“CONSULTANT hereby notifies all bidders that it will affirmatively ensure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, age, religion, or disability in consideration for an award”.

iii. CONSULTANT shall insert the clauses of EXHIBIT “F” “NONDISCRIMINATION ASSURANCES IN SUBCONTRACTS” into every subcontract under this AGREEMENT.

iv. CONSULTANT agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the ACT, the REGULATIONS, and this AGREEMENT.

v. CONSULTANT shall provide for such methods of administering its obligations under the AGREEMENT as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that CONSULTANTS and its agents, subcontractors, and successors in interest will comply with all requirements imposed by, or pursuant to the ACT, the REGULATIONS, and this AGREEMENT.



## SECTION 17. UNAUTHORIZED ALIENS.

CONSULTANT hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and, in connection therewith, shall not employ unauthorized aliens as defined therein. Should CONSULTANT so employ such unauthorized aliens for the performance of work and/or services covered by this AGREEMENT, and should any liability or sanctions be imposed against SGVCOG for such use of unauthorized aliens, CONSULTANT hereby agrees to and shall reimburse SGVCOG for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by SGVCOG in connection therewith.

## SECTION 18. CONFLICTS OF INTEREST.

- A. CONSULTANT shall disclose any financial, business, or other relationship with SGVCOG that may have an impact upon the outcome of this AGREEMENT, or any ensuing SGVCOG **construction contracts**. CONSULTANT shall also disclose current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing SGVCOG **construction contracts** which will follow.
- B. CONSULTANT 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 AGREEMENT.
- C. Any subcontract in excess of twenty-five thousand dollars (\$25,000) entered into as a result of this AGREEMENT shall contain all of the provisions of this SECTION 18.
- D. CONSULTANT certifies that it will NOT bid individually or as part of a team on any ensuing **environmental services and construction contracts** on any SGVCOG project covered by this AGREEMENT.
- E. CONSULTANT certifies that any sub consultant and any firm affiliated with CONSULTANT or sub consultants that earn revenue in excess of twenty-five thousand dollars (\$25,000) in connection with this AGREEMENT will NOT be allowed to bid individually or as part of a team on any ensuing **construction contracts** on any SGVCOG project covered by this AGREEMENT.

## SECTION 19. RESTRICTIONS ON LOBBYING.

- A. CONSULTANT certifies to the best of his or her knowledge and belief that:
  - 1. By signing this AGREEMENT, CONSULTANT certifies, to the best of its knowledge and belief, that no state, federal or local agency appropriated funds have been paid or will be paid, by or on behalf of CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any federal

agency, a Member of Congress, an officer or an employee of the Congress, or an employee of a Member of Congress in connection with this AGREEMENT (See Exhibit "G").

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 an 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 AGREEMENT, CONSULTANT shall complete and submit all required lobbying disclosure forms and reports.
- B. This certification is a material representation of fact upon which reliance was placed when this AGREEMENT was executed. 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.
  - C. The language of this SECTION 19 shall be included in all subcontracts that exceed ONE HUNDRED THOUSAND DOLLARS (\$100,000) in value and that all such subcontractors shall certify and disclose accordingly.

## **SECTION 20. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.**

- A. All information gained or work products produced by CONSULTANT in performance of this AGREEMENT shall be considered confidential, unless such information is in the public domain or already known to CONSULTANT. CONSULTANT shall not release or disclose any such information or work products to persons or entities other than SGVCOG without prior written authorization from SGVCOG, except as may be required by law.
- B. CONSULTANT, its officers, employees, agents or subcontractors shall not, without prior written authorization from SGVCOG or unless requested by legal counsel to SGVCOG, voluntarily provide declarations, letters of support, and testimony at depositions, response to interrogatories or other information concerning the work performed under this AGREEMENT. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives SGVCOG notice of such court order or subpoena.
- C. CONSULTANT shall not issue any news release or public relations item of any nature regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by SGVCOG and receipt of SGVCOG'S written permission.
- D. If CONSULTANT, or any officer, employee, agent or subcontractor of CONSULTANT, provides any information or work product in violation of this AGREEMENT, then SGVCOG shall be indemnified by and have the right to reimbursement and CONSULTANT for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of CONSULTANT's conduct.

- E. CONSULTANT shall promptly notify SGVCOG should CONSULTANT, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this AGREEMENT and the work performed thereunder. SGVCOG retains the right, but has no obligation, to represent CONSULTANT or be present at any deposition, hearing or similar proceeding. CONSULTANT agrees to cooperate fully with SGVCOG and to provide SGVCOG with the opportunity to review any response to discovery requests provided by CONSULTANT. However, this right to review any such response does not imply or mean that SGVCOG has an obligation to control, direct, or rewrite said response.
- F. All information related to the construction estimate is confidential until the opening of all construction bids and shall not be disclosed by CONSULTANT to any entity other than SGVCOG.

## **SECTION 21. INDEMNIFICATION.**

- A. RAILROAD, SGVCOG along with its individual members, and their respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "INDEMNITEES") shall have no liability to CONSULTANT or any other person for, and CONSULTANT shall indemnify, defend, protect and hold harmless INDEMNITEES from and against, any and all losses, liabilities, claims, actions, demands, detriments, penalties, charges, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "CLAIMS"), which INDEMNITEES may suffer or incur or to which INDEMNITEES may become subject by reason of or arising out of any injury to or death of any person(s) (including, but not limited to, employees, subcontractors, agents, and invitees of CONSULTANT, RAILROAD, SGVCOG along with its individual members, or any other person to whom a duty of care is owed), damage to or destruction of property, loss of use of property, economic loss of third parties or otherwise relating to, occurring as a result of, or allegedly caused during the term of this AGREEMENT by the negligence, or reckless acts or omissions or willful misconduct of CONSULTANT, its agents, officers, directors, subcontractors or employees, committed in performing any of the services under this AGREEMENT.
- B. If any action or proceeding is brought against INDEMNITEES by reason of any of the matters against which CONSULTANT has agreed to indemnify INDEMNITEES as provided above, CONSULTANT, upon notice from SGVCOG, shall defend INDEMNITEES at its expense by counsel acceptable to SGVCOG, such acceptance not to be unreasonably withheld. INDEMNITEES need not have first paid for any of the matters to which INDEMNITEES are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by CONSULTANT under SECTION 22 shall ensure CONSULTANT's obligations under

this SECTION 21, but the limits of such insurance shall not limit the liability of CONSULTANT hereunder. The provisions of this SECTION 21 shall survive the expiration or earlier termination of this AGREEMENT.

- C. The provisions of this SECTION 21 do not apply to CLAIMS occurring as a result of the sole negligence or willful misconduct of SGVCOG or of RAILROAD.

## **SECTION 22. INSURANCE.**

CONSULTANT agrees to obtain and maintain in full force and effect during the term of this AGREEMENT the insurance policies set forth in EXHIBIT "H" INSURANCE and made part of this AGREEMENT and, unless waived by SGVCOG in its sole discretion, to require that all its subcontractors also obtain and maintain the insurance policies set forth in EXHIBIT "H". CONSULTANT insurance shall provide coverage for all activities under this AGREEMENT, whether performed by CONSULTANT or any subcontractors. The insurance policies shall name RAILROAD, SGVCOG and their respective elected and appointed boards, officials, officers, agents, employees and volunteers as "additional insureds" with respect to all liabilities arising out of CONSULTANT'S or subcontractors obligations under the AGREEMENT. All insurance policies shall be subject to approval by SGVCOG as to form and content. The insurance policy requirements as set forth in EXHIBIT "H" are subject to amendment or waiver if so approved in writing by SGVCOG. Upon request by SGVCOG, CONSULTANT agrees to provide certificates evidencing that CONSULTANT and its subcontractors have obtained the required policies.

## **SECTION 23. ASSIGNMENT.**

The expertise and experience of CONSULTANT are material considerations for this AGREEMENT. SGVCOG has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon CONSULTANT under this AGREEMENT. In recognition of that interest, CONSULTANT shall not assign or transfer any portion of this AGREEMENT or the performance of any of CONSULTANT's duties or obligations under this AGREEMENT without the prior written consent of SGVCOG. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this AGREEMENT entitling SGVCOG to any and all remedies at law or in equity, including summary termination of this AGREEMENT.

Notwithstanding any other provisions in this SECTION 23, SGVCOG may assign this AGREEMENT, in whole or in part, including performance of SGVCOG's duties and responsibilities, to a successor organization that will undertake the project(s) named herein and this AGREEMENT shall inure to the benefit of and shall be binding upon any such successor organization and CONSULTANT.

## **SECTION 24. TERMINATION OF AGREEMENT.**

- A. SGVCOG may terminate this AGREEMENT, with or without cause, at any time by giving thirty (30) days written notice of termination to CONSULTANT. In the event such notice is given, CONSULTANT shall cease immediately all work in progress unless the written notice provides otherwise.
- B. If CONSULTANT is in default under this AGREEMENT, then, in addition to an other remedies, SGVCOG may terminate this AGREEMENT immediately upon written notice.
- C. Upon termination of this AGREEMENT, all property belonging to SGVCOG, which is in CONSULTANT's possession, shall be returned to SGVCOG. CONSULTANT shall furnish to SGVCOG a final invoice for work performed and reasonable expenses incurred up to the date that CONSULTANT was to cease work as provide in this AGREEMENT. CONSULTANT shall not be entitled to any claim for lost profits. This final invoice shall be reviewed and paid in the same manner as set forth in SECTION 7 of this AGREEMENT.

## **SECTION 25. DEFAULT.**

If either CONSULTANT or SGVCOG fails to perform any material obligation under this AGREEMENT, the non-breaching party shall notify the breaching party in writing. Within thirty (30) days of receipt of such written notice, the breaching party shall commence curing such breach and shall diligently pursue such cure to completion. If the breaching party fails to diligently pursue such cure to completion, the breaching party shall be in default under the terms of this AGREEMENT. In the event that CONSULTANT is in default, SGVCOG shall not have any obligation or duty to continue compensating CONSULTANT for any services performed after the date of default, and SGVCOG, without limiting any other legal or equitable remedies available to it, shall be entitled to withhold from CONSULTANT amounts unpaid hereunder and to offset such amounts against damages or losses incurred by SGVCOG, including increased costs of services.

## **SECTION 26. CONSULTANT'S ENDORSEMENT.**

CONSULTANT shall place its endorsement on all developed plans, estimates, specifications or any other engineering provided to SGVCOG.

## **SECTION 27. CONTINUITY OF PERSONNEL.**

CONSULTANT may not replace key staff, set forth in CONSULTANT's Proposal, and included as EXHIBIT "I" "LIST OF KEY PERSONNEL" attached hereto, unless their employment is terminated or their replacement is agreed upon by SGVCOG. SGVCOG must approve replacement staff before the replacement staff are assigned to perform services under this AGREEMENT. SGVCOG reserves the right to request that CONSULTANT replace a staff person assigned to perform services under this

AGREEMENT in the event SGVCOG, in its sole discretion, determines such a replacement is necessary. Replacement staff, in every case, are subject to SGVCOG written approval prior to assignment to perform services under this AGREEMENT.

#### **SECTION 28. TIME IS OF THE ESSENCE.**

Time is of the essence in the performance of this AGREEMENT.

#### **SECTION 29. EXCUSABLE DELAYS.**

CONSULTANT shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of CONSULTANT. Such causes include, but are not limited to, acts of God, acts of the public enemy, and acts of federal, state or local governments, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this AGREEMENT shall be equitably adjusted for any delays due to such causes.

#### **SECTION 30. PATENT RIGHTS.**

Applicable patent rights provisions described in 41 CFR 1-91, regarding rights to inventions shall be included in the AGREEMENT, as appropriate.

#### **SECTION 31. COPYRIGHTS.**

SGVCOG may permit copyrighting reports or other agreement products. If copyrights are permitted, the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

#### **SECTION 32. LABOR COMPLIANCE REQUIREMENTS.**

This AGREEMENT is subject to State prevailing wage requirements of the California Labor Code including Sections 1770 and 1773. All covered work classifications required in performance of this AGREEMENT will be subject to prevailing wage provisions. If there is a difference between the Federal and State wage rates, CONSULTANT and its subcontractors shall pay not less than the higher wage rate. CONSULTANT shall further adhere to the requirements contained in Exhibit "J" - Labor Compliance Provisions.

In order to demonstrate compliance if CONSULTANT provides employer sponsored fringe benefit packages to its employees, CONSULTANT must be able to show that CONSULTANT's payments on behalf of its employees to the benefit packages are equal to the aggregate fringe benefit credit amount specified in the applicable prevailing wage determination. In the event that CONSULTANT pays for a total fringe benefit package in an amount less than the aggregate credit allowed in the prevailing wage determination, CONSULTANT must pay the difference directly to the employee. However, in no event will employer payments in excess of the amount specified as the total for fringe benefits be used to reduce the basic wage rate paid to the employee.

Additionally, payments in excess of the basic hourly prevailing wage rate may be credited towards the fringe benefit payment requirement.

This matter is addressed in Section 16200 of the California Code of Regulations (CCR) and is cited in pertinent part:

”...(I) Credit Available For Actual Payment of Fringe Benefit Costs up to the Prevailing Amount. The contractor obligated to pay the full prevailing rate of per diem wages may take credit for amounts up to the total of all fringe benefit amounts listed as prevailing in the appropriate wage determination. This credit may be taken only as to amounts which are actual payments under Employer Payments Section 16000(1)-(3). In the event the total of Employer Payments by a contractor for the fringe benefits listed as prevailing is less than the aggregate amount set out as prevailing in the wage determination, the contractor must pay the difference directly to the employee. No amount of credit for payments over the aggregate amount of employer payments shall be taken nor shall any credit decrease the amount of direct payment of hourly wages of those amounts found to be prevailing for straight time or overtime wages...”

### **SECTION 33. SAFETY.**

CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by SGVCOG. CONSULTANT shall wear hard hats and safety vests at all times while working on the construction project site.

Pursuant to Section 591 of the California Vehicle Code, SGVCOG has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14 and 15 of the California Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

Any subcontract entered into as a result of this AGREEMENT, shall contain all of the provisions of this Section 33.

### **SECTION 34. NATIONAL LABOR RELATIONS BOARD CERTIFICATION.**

In accordance with Public Contract Code 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt by court by a federal court has been issued against CONSULTANT within the immediately preceded two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

**SECTION 35. EVALUATION OF CONSULTANT.**

CONSULTANT'S performance will be evaluation by SGVCOG in interim basis. At the discretion of SGVCOG, a copy of the evaluation may be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the contract files.

**SECTION 36. WAIVER.**

Waiver by any party to this AGREEMENT of any term, condition, or covenant of this AGREEMENT shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any default of the provisions of this AGREEMENT shall not constitute a waiver of any other provision, nor a waiver of any subsequent default or violation of any provision of this AGREEMENT. Acceptance by SGVCOG of any work or services by CONSULTANT shall not constitute a waiver of any of the provisions of this AGREEMENT.

**SECTION 37. NOTICES.**

All notices required or permitted to be given under this AGREEMENT shall be in writing and shall be personally delivered, or sent by facsimile, or overnight delivery service or certified mail, postage prepaid and return receipt requested, addressed as follows:

To SGVCOG:

Mr. Mark Christoffels  
Chief Engineer  
San Gabriel Valley Council of Governments  
4900 Rivergrade Road, Suite A120  
Irwindale, CA 91706  
Telephone: (626) 962-9292  
Facsimile: (626) 962-3552

With a copy to:

Mr. David DeBerry  
General Counsel  
San Gabriel Valley Council of Governments  
c/o Woodruff Spradlin & Smart, A Professional Corporation  
555 Anton Boulevard, Suite 1200  
Costa Mesa, CA 92626-7670  
Telephone:(714) 415-1088  
Facsimile: (714) 415-1188

To CONSULTANT:

Andres Roldan  
Vice President  
AECOM Technical Services, Inc.  
1999 Avenue of Stars #2600, Los Angeles, CA 90067  
(818) 414-1611 T  
(714) 567-2441 F



Notice shall be deemed effective on the date personally delivered or transmitted by facsimile, if mailed three (3) days after deposit of the same in the custody of the United States Postal Service or if via overnight delivery, on the date one (1) day after deposit of same to overnight delivery service.

**SECTION 38. BINDING EFFECT.**

This AGREEMENT shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

**SECTION 39. MODIFICATION OF AGREEMENT.**

No amendment to or modification of this AGREEMENT shall be valid unless made in writing and approved by CONSULTANT and by SGVCOG. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

**SECTION 40. LAW TO GOVERN; VENUE.**

This AGREEMENT shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles.

**SECTION 41. ATTORNEYS FEES, COSTS AND EXPENSES.**

In the event litigation or other proceeding is required to enforce or interpret any provision of this AGREEMENT, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

**SECTION 42. SEVERABILITY.**

If any term, condition or covenant of this AGREEMENT is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this AGREEMENT shall not be affected thereby and the AGREEMENT shall be read and construed without the invalid, void or unenforceable provisions.

**SECTION 43. COVENANT AGAINST CONTINGENT FEES.**

CONSULTANT warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT to solicit or secure this AGREEMENT and that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this AGREEMENT. For breach or violation of this warranty, SGVCOG, in its sole discretion, shall have the right to terminate this AGREEMENT without liability, or

at its discretion to pay only for the work performed or to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

#### **SECTION 44. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION.**

CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any SGVCOG employee. For breach or violation of this warranty, SGVCOG shall have the right, in its sole discretion, to terminate the AGREEMENT 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.

#### **SECTION 45. CONSULTANT DESIGN STANDARDS**

NOT USED

#### **SECTION 46. DISPUTES.**

- A. Any dispute, other than audit, concerning a fact arising with the work that is not disposed of by AGREEMENT shall be referred for a determination by SGVCOG Project Manager or his designee, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than thirty (30) days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by SGVCOG Chief Engineer of unresolved disputes, other than audit. The request for review may be submitted verbally or in writing.
- C. Neither the pendency of a dispute, nor its consideration by SGVCOG will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

#### **SECTION 47. AUTHORITY TO EXECUTE.**

The person or persons executing this AGREEMENT on behalf of CONSULTANT warrants and represents that he/she/they has/have the authority to execute this AGREEMENT on behalf of his/her/their organization and warrants and represents that he/she/they has/have the authority to bind CONSULTANT to the performance of its obligations hereunder.

#### **SECTION 48. ENTIRE AGREEMENT.**

This AGREEMENT, including the attached EXHIBITS "A" through "K", is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between CONSULTANT and SGVCOG prior to the

execution of this AGREEMENT. No statements, representations or other agreements, whether oral or written, made by any party which is not embodied herein shall be valid and binding. No amendment to this AGREEMENT shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

**SECTION 49. SIGNATURES.**

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

**CONSULTANT AECOM TECHNICAL SERVICES, INC.**

By \_\_\_\_\_

Title \_\_\_\_\_

**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**

By \_\_\_\_\_

Title \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Counsel to SAN GABRIEL VALLEY COUNCIL  
OF GOVERNMENTS

**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**

**EXHIBIT "A"**

**SCOPE OF SERVICES**

**CONSTRUCTION MANAGEMENT SERVICES  
FOR  
MONTEBELLO BOULEVARD GRADE SEPARATION PROJECT AND THE MAPLE  
AVENUE PEDESTRIAN BRIDGE PROJECT**

## SCOPE OF SERVICES

### Construction Management Services for Montebello Boulevard Grade Separation Project and the Maple Avenue Pedestrian Bridge Project

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The scope of services will be to provide Construction Management (CM) Services for the Montebello Boulevard Grade Separation Project and the Maple Avenue Pedestrian Bridge Project located in the Union Pacific Railroad (UPRR) right of way in the City of Montebello and UPRR Los Angeles Subdivision. The Montebello Boulevard Grade Separation Project and the Maple Avenue Pedestrian Bridge Project are two separate projects that will be bid out separately. Below is a discussion of the general requirements and services anticipated by SGVCOG that will be applicable to all crossing improvements and each project, unless otherwise indicated.

Work will be ordered and controlled through the issuance of Task Orders. Task Orders for CM Services under the contract awarded as a result of this solicitation may occur in parallel, may overlap, or may occur in sequence, depending on the San Gabriel Valley Council of Government's (SGVCOG) overall project schedule.

All work is to be performed in accordance with the SGVCOG's Project Procedures/Resident Engineer Manual (RE Manual), Attachment "X", which is incorporated herein by reference, and made a part of this AGREEMENT No. 19-08 for Construction Management Services for the Montebello Boulevard Grade Separation Project and the Maple Avenue Pedestrian Bridge Project.

#### TASK 1 - PRE-CONSTRUCTION SERVICES

**1.1 Resident Engineer's Manual:** The CONSULTANT shall become familiar with the RE Manual and shall follow and enforce all processes and procedures identified within the document, as may be amended from time to time.

**1.2 Constructability Analysis:** Prior to the start of this subtask, SGVCOG and CONSULTANT shall identify and agree upon the detailed scope of services to be performed under the constructability analysis. CONSULTANT shall perform constructability analysis at design levels as requested by SGVCOG. The analysis shall include interdisciplinary cross-referencing of the plans and specifications. The analyses shall ensure the accuracy of all referenced outside agency specifications and standards. It shall include a review of the Right of Way Acquisitions to ensure that they are properly reflected within the plans and specifications. The analysis shall use approved checklists as provided by SGVCOG. CONSULTANT shall provide results to SGVCOG and shall conduct review meetings. CONSULTANT shall perform back-checks as necessary to

the constructability analysis and certify that all items have been addressed in the design prior to release for bid.

**1.3 Construction Schedule:** CONSULTANT shall prepare a draft construction schedule prior to release of Invitation for Bid to validate the construction staging and duration proposed in the bid documents. The schedule will include coordination between the two projects.

**1.4 Cost Estimate:** Prior to release of bid documents, CONSULTANT shall prepare an independent cost estimate (ICE) validating the Design Consultant's estimate and provide, at time of bid, a bid analysis for balance bids received.

**1.5 Submittal Log:** CONSULTANT shall review the design drawings and specifications and prepare a comprehensive Submittal Log identifying and pre-numbering all required submittals.

**1.6 Bid Support:** SGVCOG shall be responsible for the bidding and award of the project. During the bidding process, SGVCOG shall require CONSULTANT to assist by developing the project specific front end documents of the specifications, including but not limited to, Division 00 and 01, packaging of the bid documents, conducting the pre-bid conference and job walk, and answering questions from bidders including but not limited to construction methods, staging/phasing, and utility coordination.

**1.7 Early Utility Coordination:** As directed by SGVCOG, CONSULTANT shall be responsible for coordination/inspection of early construction activities, including utility relocations. This task may include inspection and survey services to ensure that the utilities are correctly placed within designated easements and at designated depths. CONSULTANT shall document with as built plans the locations of all utilities placed prior to the commencement of the project's construction contract to ensure that these utilities are protected in place upon commencement of construction.

**1.8 Pre-Condition Survey:** CONSULTANT shall document the existing condition of the contract work site prior to any construction activities. Documentation shall include the use of photographic/videographic records.

**1.9 Pre-Construction Meeting:** Prior to the beginning of construction, CONSULTANT shall be responsible for conducting a Pre-construction meeting with Contractor, SGVCOG, UPRR, City of Montebello, Montebello Land and Water Company, South Montebello Irrigation, Los Angeles County Public Works, Los Angeles County Flood Control District, and other third parties, to go over the expectations, responsibilities matrix, change order procedures, document management system, schedules and updates, third party incident/accident forms, third party coordination, media process, and the emergency response process etc.

**1.10 Construction Schedule Review:** Prior to the beginning of construction, CONSULTANT shall be responsible for conducting a scheduling meeting with

Contractor, SGVCOG, UPRR, City of Montebello, Montebello Land and Water Company, South Montebello Irrigation, Los Angeles County Public Works, Los Angeles County Flood Control District, and other third parties, to go over the proposed construction schedule. CONSULTANT shall review, comment, and approve the Contractor's baseline construction schedule.

**1.11 Special Work Assignments:** CONSULTANT shall be required to perform special work assignments. The budget under this task will be used only upon SGVCOG's written authorization and will be tracked separately with proper documentation of the effort required to complete the special work assignment. CONSULTANT will prepare a scope and its associated cost and obtain SGVCOG's written approval prior to commencement of any special work assignment task.

## **TASK 2 – CONSTRUCTION–PHASE SERVICES**

CONSULTANT shall perform Task 2 – Construction-Phase Services in accordance with the requirements of the RE Manual. Listed below are various subtasks within the Construction-Phase Services. CONSULTANT should refer to the RE Manual for a complete description of the requirements of the work under each of the subtasks.

SGVCOG requires that CONSULTANT shall use the current version of Procore Construction Management software to manage and administer the assigned construction contracts in accordance with the requirements of the RE Manual.

**2.1 Progress Management:** CONSULTANT shall be responsible for ensuring the Construction Contractor(s) follow their respective schedules and accomplish their work on time. Some elements of work include:

- A. Monitoring the status of permits, submittals, shop drawings, material procurement and delivery.
- B. Identifying potential schedule slippages, notifying the Construction Contractor(s), and discussing their recovery plans, and making recommendations to SGVCOG regarding corrective action plans.
- C. Assisting the Construction Contractor(s) in coordination and issue resolution with agencies, the designer and utilities.

**2.2 Progress Schedule:** CONSULTANT shall review, comment, and approve the Contractor's construction schedule updates. CONSULTANT shall perform Time Impact Analysis, review and approve Recovery Schedules, maintain in-house version of the As-Built Schedule, and review and approve the Contractor's As-Built Schedules. These schedules shall be reviewed for accuracy including work accomplished, reasonableness of forecasted completion durations based on production rates achieved to date, and compliance with the Contract Documents including milestones. CONSULTANT shall develop a cost loaded schedule analysis on a monthly basis for use in the claims support services required by SGVCOG.

**2.3 Changes/Claims:** CONSULTANT shall recommend and implement change order and claim avoidance practices. CONSULTANT shall analyze, prepare a cost estimate, negotiate, and process changes and claims in accordance with procedures provided by SGVCOG. SGVCOG will review CONSULTANT's schedule analysis on delay claims, including the cost of delay. SGVCOG will provide policy guidance on contract administration and conduct technical reviews of proposed change orders.

**2.4 Construction Safety:** SGVCOG has a programmatic Safety and Health Plan. In accordance with SGVCOG's Safety and Health Plan, CONSULTANT shall provide the services of a Safety Officer as needed depending on contractor's assigned Safety and Health Plan and personnel on the jobsite.

The Construction Contractor shall prepare a contract-specific Safety Plan in accordance with the programmatic Safety Plan. CONSULTANT shall review the Construction Contractor's Safety Plan, recommend changes, and when complete, recommend approval by SGVCOG. CONSULTANT shall monitor the Construction Contractor's compliance with the Contractor's safety program, and shall stop the work whenever safety conditions warrant. CONSULTANT shall document safety concerns and corrective actions taken.

In the event of an accident, both CONSULTANT and CONSULTANT's Safety Officer shall prepare accident reports as required in SGVCOG's Safety and Health Plan. This is in addition to any accident reports required of the Construction Contractor.

CONSULTANT shall be responsible for ensuring compliance with all UPRR safety regulations, and shall ensure that all workers are current on Roadway Worker Safety training.

**2.5 Utility Coordination:** CONSULTANT shall provide utility inspection and coordination, as needed in order to resolve all technical issues related to affected utilities, and to include third party utility relocations that are required prior to the start of construction. This is in addition to the Construction Contractor's scope which includes utility coordination and technical issue resolution for all affected utilities as required in the Contract Documents. Upon SGVCOG's request, CONSULTANT shall provide additional services on an as-needed basis to assist SGVCOG in verifying additional work charges by thirty party utility companies.

**2.6 Coordinate Flagpersons and Watchpersons:** CONSULTANT shall coordinate and effectively schedule UPRR flagpersons and watchpersons to provide protection to work crews and equipment on the worksite.

**2.7 Quality Assurance:** CONSULTANT shall provide resident engineering and quality assurance inspection services to ensure that the work is performed, constructed, and coordinated in accordance with the Contract Documents, applicable codes, applicable regulatory requirements, and applicable permits.



CONSULTANT shall verify that materials incorporated into the work comply with the specifications.

**2.8 Materials Testing and Support Services:** CONSULTANT shall provide materials testing for both Quality Control (QC) and Quality Assurance (QA) inspection services using two (2) separate and independent firms to conduct these services of the work. CONSULTANT shall follow SGVCOG's Quality Assurance Program Manual (QAP) in providing these services. The testing laboratory selected by CONSULTANT shall provide certification to SGVCOG affirming that it is capable of performing testing in conformance with SGVCOG's QAP and is Caltrans accredited. Additionally, the testing-laboratory's QC and QA Program will be subject to review and approval by SGVCOG.

CONSULTANT shall provide assistance to witness such testing, when required. CONSULTANT shall deliver to the Construction Contractor test results and shall order re-test on materials that fail the first test, if requested by the Construction Contractor. CONSULTANT shall keep an accounting of the costs of such re-tests and shall deduct this amount from the Construction Contractor's progress payment application.

**2.9 Environmental Services:** CONSULTANT shall ensure the Construction Contractor's compliance with environmental permits, regulatory requirements, construction environmental controls, and mitigation measures. CONSULTANT shall enforce sound environmental management practices (including, but not limited to, dust, noise, vibration, and erosion control).

**2.10 Progress Payments:** CONSULTANT shall review and approve/reject the Construction Contractor's monthly progress payment requests in accordance with the General Provisions of the Contract Documents and California statutes. Upon receipt of progress payment application from the Construction Contractor, CONSULTANT shall review and approve or return the progress payment application within seven (7) days. Upon approval, CONSULTANT shall forward the progress payment application to SGVCOG for payment.

a)

CONSULTANT shall also recommend withholdings or back-charges. CONSULTANT shall also maintain a schedule of earnings for the record file.

**2.11 Submittals, Requests for Information (RFIs) and Non-conformance Reports (NCRs):** CONSULTANT shall review all submittals and RFIs for quality and completeness prior to forwarding. CONSULTANT shall process and track all Construction Contractor submittals and RFIs using the current version of Procore Construction Management software suitable for this purpose.

CONSULTANT shall generate and process NCRs for quality completion of the work.

**2.12 Conferences / Meetings:** CONSULTANT shall conduct all meetings and conferences necessary to progress the work. These shall include, but not be limited to, the following:

- a) Monthly progress report meetings/presentations at SGVCOG's office;
- b) Weekly progress / issue-resolution meetings;
- c) Readiness Review meetings (as needed);
- d) Weekly and monthly safety meetings (as needed); and
- e) Third-party coordination meetings.

**2.13 Reports and Records:** CONSULTANT shall organize and track project information as required in Procore Construction Management software and in accordance with RE Manual.

A. CONSULTANT shall prepare a monthly report to be incorporated in the SGVCOG's Monthly Summary Status Report and Detailed Cost / Schedule Report.

B. CONSULTANT shall maintain daily job diaries, field change notices, drawing registers / drawing control logs, and other records to document the project. At a minimum, the daily job diaries shall include work accomplished; materials accepted and basis for acceptance; personnel, equipment, subcontractors present on site; and deficiencies noted.

C. CONSULTANT shall maintain progress and record photographs.

D. CONSULTANT shall ensure that appropriate documentation is provided for changed conditions, requests for information, requests for deviations, non-compliant and non-conforming materials, and potential claims (Task 2.3). All such requests shall be communicated to SGVCOG and resolved by CONSULTANT expeditiously.

E. CONSULTANT shall prepare reports, including Weekly Progress Meeting Reports, Monthly Manpower Reports, Work Projection Reports, Delay Reports (as occurring), Deficiency Logs, Contract Status Reports, Evaluation of Claims, Evaluation of Requests for Change Orders, Design Error and Omission Log, and reports covering other project-relevant matters.

F. Meeting minutes shall include the documentation of issues discussed, assignment of action items, due dates, and solutions to issues.

G. CONSULTANT shall maintain all Stop Notices and Preliminary 20-Day Notices submitted by contractors. CONSULTANT shall provide copies of all the notices to SGVCOG within five (5) calendar days after receipt of such notices.

**2.14 Traffic Control and Traffic Handling Plans:** CONSULTANT shall review traffic control and traffic handling plans prepared by the Construction Contractor prior to forwarding them to the local agencies for approval. CONSULTANT shall be responsible for coordination with the local agencies to resolve any technical issues delaying the local agency review process.

**2.15 Survey Support (QA):** CONSULTANT shall monitor the Construction Contractor's compliance with surveying requirements (especially pre-placement surveys). CONSULTANT shall verify the Construction Contractor's layouts and controls, spot check reference points and finished work, and monitor settlement or movement of existing facilities, if required. Construction control survey points will be provided and CONSULTANT will be responsible for providing quality assurance of the Construction Contractor's work. CONSULTANT may also be required to provide initial layout in the event of pre-construction utility relocations are required by various utility companies are needed.

**2.16 Railroad Force Account:** SGVCOG shall coordinate railroad force account activity required for the project. CONSULTANT shall be required to record force account work, including crew size, equipment and materials, and use that data to review UPRR bills to ensure that charges are appropriate.

**2.17 Public Affairs:** As requested, CONSULTANT shall provide assistance to SGVCOG for community outreach activities related to construction activity as needed in concert with our existing community outreach consultants.

**2.18 Document Control:** CONSULTANT shall adhere to the Document Control Procedures and processes established in the RE Manual. CONSULTANT shall maintain hard-copy files and a Procore Construction Management software based correspondence control register for all documents including correspondence, contract drawings, RFI's, submittals, standard forms and reports.

**2.19 Contractor Insurance:** SGVCOG shall receive and evaluate the Construction Contractor's initial certificates of insurance. Prior to construction NTP, the files will be turned over to CONSULTANT who will be responsible for tracking the policies, ensuring policies are renewed.

**2.20 Labor Compliance and SBE Monitoring:** SGVCOG shall be responsible for performing the bulk of the labor compliance and SBE monitoring. The Construction Contractor and subcontractors shall submit the certified payrolls and other required reports directly to SGVCOG. CONSULTANT shall support SGVCOG by coordinating with the Construction Contractor, if needed, to obtain the necessary documents for both labor compliance and SBE compliance reports. CONSULTANT shall be knowledgeable about the Contractor's SBE program, and the scope of work for each SBE subcontractor. CONSULTANT shall monitor the job progress to ensure that the SBEs are actually performing the work in their scope.

**2.21 Cost Engineering/Estimating:** CONSULTANT shall provide SGVCOG with cost engineering support in the areas of budget control, construction cost forecasting, progress payment processing, change and claim analysis, and trend / variance analysis.

**2.22 As-Built Drawings:** CONSULTANT shall ensure that the Construction Contractor maintains as-built drawings in accordance with the contract requirements and that they are complete. CONSULTANT shall maintain its own documentation and

tracking of all design changes. CONSULTANT shall review and approve the Construction Contractor's as-built drawings.

**2.23 Contract Closeout:** CONSULTANT shall expedite the Contract Closeout process, which controls the physical and contractual completion of the contract. This shall include:

- a) Orderly transfer of key records and electronic and hard copy documents;
- b) Final inspection, testing, and release of the facility or system for occupancy or operation;
- c) Resolution of outstanding contractual issues, changes, claims, and deficiency reports;
- d) Assessment of liquidated damages;
- e) Final payment processing;
- f) Preparation and transfer of as-built contract specifications and drawings as well as field records to appropriate agency for centralized storage and protection; and
- g) Preparation and transfer of Project Closeout Exhibits from Chapter 17 of the Caltrans Local Assistance Procedures Manual.

**2.24 Special Work Assignments:** As specifically directed by SGVCOG, CONSULTANT may be required to perform special work assignments. The budget under this task will be used only upon CONSULTANT's written authorization and will be tracked separately with proper documentation of the effort required to complete the special work assignment. CONSULTANT shall prepare a scope and its associated cost and obtain SGVCOG's written approval prior to commencement of any special work assignment task.

**CONSTRUCTION MANAGEMENT SERVICES CONSULTANT DELIVERABLES**

DELIVERABLE MATRIX	DELIVERABLE DESCRIPTIONS
<p><b>PRE-CONSTRUCTION PHASE</b></p>	<ul style="list-style-type: none"> <li>Constructability Review Checklist</li> <li><input type="checkbox"/> Constructability Review Comments (at design level specified by SGVCOG)</li> <li><input type="checkbox"/> Constructability Review Comments (100%)</li> <li><input type="checkbox"/> Constructability Review Back-Check Certification</li> <li><input type="checkbox"/> Draft Construction Schedule</li> <li><input type="checkbox"/> Independent Cost Estimate</li> <li><input type="checkbox"/> Submittal Log</li> <li><input type="checkbox"/> Comments of SGVCOG Resident Engineer's Manual</li> <li><input type="checkbox"/> Pre-Condition Survey Documentation</li> <li><input type="checkbox"/> Approved Baseline Construction Schedule</li> </ul>

<p><b>CONSTRUCTION PHASE</b></p>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Inspector's Daily Reports</li> <li><input type="checkbox"/> Progress Schedule and Payments</li> <li><input type="checkbox"/> Work Project Reports</li> <li><input type="checkbox"/> Quarterly SBE Payment Report</li> <li><input type="checkbox"/> CCOs, RFIs, RFCs etc.</li> <li><input type="checkbox"/> Job Photos and Progress Reports</li> <li><input type="checkbox"/> Monthly in-house update to As-Built Schedule</li> <li><input type="checkbox"/> All documentation will be maintained at the project job site office and will be submitted after the Post Construction Phase</li> </ul>
<p><b>POST-CONSTRUCTION PHASE</b></p>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Deliver bound and indexed project documentation</li> <li><input type="checkbox"/> Indexed Materials Certificates</li> <li><input type="checkbox"/> "As-Built" Schedule</li> <li><input type="checkbox"/> "As-Built" Plans and Specifications</li> <li><input type="checkbox"/> Project Completion Report</li> <li><input type="checkbox"/> Final Payment Report</li> <li><input type="checkbox"/> Final Quarterly SBE Payment Report</li> <li><input type="checkbox"/> Chapter 17 LAPM Exhibits</li> </ul>

**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**

**EXHIBIT "B"**

**SAMPLE TASK ORDER**

**CONSTRUCTION MANAGEMENT SERVICES  
FOR  
MONTEBELLO BOULEVARD GRADE SEPARATION PROJECT AND THE MAPLE  
AVENUE PEDESTRIAN BRIDGE PROJECT**

**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**

**TASK ORDER**

**CONSTRUCTION MANAGEMENT SERVICES FOR  
MONTEBELLO BOULEVARD GRADE SEPARATION PROJECT AND THE MAPLE  
AVENUE PEDESTRIAN BRIDGE PROJECT**

<b>CONSULTANT:</b>	<b>AGREEMENT NO.:</b> 19-08	<b>TASK ORDER NO.:</b>
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<b>TASK ORDER TITLE:</b>	
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<b>EFFECTIVE DATE OF THIS TASK ORDER:</b>	<b>TASK ORDER VALUE:</b>
---	--------------------------

<b>CONTACT:</b>	<b>TELEPHONE:</b>
<b>FACSIMILE:</b>	<b>EMAIL:</b>
<b>ADDRESS:</b>	

**1. SCOPE OF SERVICES:**

CONSULTANT agrees to perform the services identified in Attachment "A", Scope of Services, which is attached hereto and made a part hereof this TASK ORDER NO. \_\_.

**2. COMPENSATION:**

The total amount payable to CONSULTANT under this TASK ORDER NO. \_\_ shall not exceed: \_\_\_\_\_ (\$\_\_\_\_\_), as per Attachment "B" (Consultant's cost proposal), and as defined in further detail in SECTION 7 (COMPENSATION AND METHOD OF PAYMENT) and Exhibit "C" (COMPENSATION) of the AGREEMENT.

**3. SUBCONTRACTORS:**

Attachment "C" List of Proposed Subcontractors for TASK ORDER NO. \_\_ is attached hereto and made a part hereof this TASK ORDER NO. \_\_.

**4. KEY PERSONNEL:**

Attachment "D" List of Key Personnel for TASK ORDER NO. \_\_ is attached hereto and made a part hereof this TASK ORDER NO. \_\_.

**5. SBE GOAL**

The SBE goal is changed/unchanged by this TASK ORDER. If changed, the revised SBE goal is \_\_%.

**6. PERIOD OF PERFORMANCE/NOTICE TO PROCEED**

Work under this TASK ORDER NO. \_\_\_ shall commence in accordance with a Notice to Proceed to be issued under separation cover, and shall terminate upon the completion closeout of construction contract identified in this TASK ORDER NO. \_\_\_.

All other terms and conditions of this AGREEMENT NO. 19-08 remains unchanged.

In witness whereof, this TASK ORDER NO. \_\_\_ has been executed under the provisions of AGREEMENT NO. 19-08 between SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS and the above named CONSULTANT. By signature below, the parties hereto agree that all terms and conditions of this TASK ORDER NO. \_\_\_ and AGREEMENT NO. 19-08 shall be in full force and effect.

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**CONSULTANT:**

**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**

Authorized  
Signature: \_\_\_\_\_

Authorized  
Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Print Title: \_\_\_\_\_



**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**

**EXHIBIT "C"**

**COMPENSATION**

**CONSTRUCTION MANAGEMENT SERVICES  
FOR  
MONTEBELLO BOULEVARD GRADE SEPARATION PROJECT AND THE MAPLE  
AVENUE PEDESTRIAN BRIDGE PROJECT**

**Compensation will be based on executed Task Order(s) issued by SAN GABRIEL  
VALLEY COUNCIL OF GOVERNMENTS**

**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**

**EXHIBIT “D”**

**SBE FORMS**

**CONSTRUCTION MANAGEMENT SERVICES  
FOR  
MONTEBELLO BOULEVARD GRADE SEPARATION PROJECT AND THE  
MAPLE AVENUE PEDESTRIAN BRIDGE PROJECT**

**EXHIBIT D-1: SBE GOAL**

**EXHIBIT D-2: Local Agency Proposer SBE Information**

**EXHIBIT D-3: Quarterly SBE Subconsultants Paid Report Summary  
and Payment Verification**

**SAN GABRIEL VALLEY CONUCIL OF GOVERNMENTS**

**EXHIBIT D-1**

**SBE GOAL**

**CONSTRUCTION MANAGEMENT SERVICES  
FOR  
MONTEBELLO BOULEVARD GRADE SEPARATION PROJECT AND THE  
MAPLE AVENUE PEDESTRIAN BRIDGE PROJECT**

The SBE goal for the **Construction Management Services** Scope of Services is **14%**. The SBE subcontractors are identified in EXHIBIT “E”, “List of Proposed Subcontractors” included herein.

**EXHIBIT D-2**

**LOCAL AGENCY PROPOSER SBE INFORMATION**

LOCAL AGENCY: \_\_\_\_\_ LOCATION: \_\_\_\_\_

PROJECT DESCRIPTION: \_\_\_\_\_

TOTAL CONTRACT AMOUNT (\$): \_\_\_\_\_

PROPOSER'S NAME: \_\_\_\_\_

WORK ITEM NO.	DESCRIPTION OR SERVICES TO BE SUBCONTRACTED (or contracted if the proposer is a SBE)	SBE CERT NO. AND EXPIRATION DATE	NAME OF EACH SBE (Must be certified at the time proposals are due - include SBE address and phone number)	DOLLAR AMOUNT T OF EACH SBE

<b>INSTRUCTIONS:</b> 1. Proposer must submit SBE Commitment form. 2. SBE must certified at time of proposal submittal. 3. SBE must be certified in accordance with SBA guidelines. 4. SBE certifications must be included with SBE commitment form.	Total Claimed SBE Participation	\$ _____ _____%
	_____ Signature of Proposer  _____ Date (Area Code) Tel. No.  _____ Person to Contact (Please Type or Print)	
Local Agency Proposer SBE Information (Consultant Conttarets)		

**EXHIBIT D-3  
 QUARTERLY SBE SUBCONSULTANTS PAID REPORT SUMMARY AND PAYMENT VERIFICATION**

**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS  
 QUARTERLY SUBCONTRACTORS PAID REPORT AND PAYMENT VERIFICATION**

ACE Contract No.: 19-08  
 Project Name: Construction Management Services For Montebello Boulevard Grade Separation Project And The Maple Avenue Pedestrian Bridge Project  
 Prime Contractor: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_

Report No.:	
Reporting Period (Quarter)	Year

Contract SBE Goal: 14%  
 Contractor SBE Goal Commitment: \_\_\_\_\_

Original Contract Amount: \$ -

Approved Change Orders/Amendments Amount: \$ -

Current Contract Amount: \$ -

Total Dollars (\$) Paid to Prime (THIS QUARTER)	Total Dollars (\$) Paid to Prime (TO DATE)	Total Dollars (\$) Paid to SBEs (THIS QUARTER)	Total Dollars (\$) Paid to SBEs (TO DATE)
\$ -	\$ -	\$ -	\$ -

SUBCONTRACTOR(S)	Original Contract Amount (\$)	Current Contract Amount (\$)	Total Dollars (\$) Paid (THIS QUARTER)	Total Dollars (\$) Paid (TO DATE)
<input type="checkbox"/> Prime <input type="checkbox"/> Broker <input type="checkbox"/> Subcontractor <input type="checkbox"/> Regular Dealer <input type="checkbox"/> Manufacturer Company: _____ Address: _____ Phone: _____ Email: _____ Certified SBE: Yes <input type="checkbox"/> No <input type="checkbox"/>	\$ -	\$ -	\$ -	\$ -
Total Change Order Amount (\$)				
Last Payment (Date) issued to Sub				
<i>Scope of Work:</i>				
<input type="checkbox"/> Prime <input type="checkbox"/> Broker <input type="checkbox"/> Subcontractor <input type="checkbox"/> Regular Dealer <input type="checkbox"/> Manufacturer Company: _____ Address: _____ Phone: _____ Email: _____ Certified SBE: Yes <input type="checkbox"/> No <input type="checkbox"/>	\$ -	\$ -	\$ -	\$ -
Total Change Order Amount (\$)				
Last Payment (Date) issued to Sub				
<i>Scope of Work:</i>				
<input type="checkbox"/> Prime <input type="checkbox"/> Broker <input type="checkbox"/> Subcontractor <input type="checkbox"/> Regular Dealer <input type="checkbox"/> Manufacturer Company: _____ Address: _____ Phone: _____ Email: _____ Certified SBE: Yes <input type="checkbox"/> No <input type="checkbox"/>	\$ -	\$ -	\$ -	\$ -
Total Change Order Amount (\$)				
Last Payment (Date) issued to Sub				
<i>Scope of Work:</i>				

*If necessary, this form can be duplicated to list all subcontractors paid in this reporting period.*

I certify under penalty of perjury that payments to subcontractors and/or suppliers have been made from previous payments received under this Project, and timely payments have been in accordance with Section 9-3 of the General Provisions, and the California Public Contract and Business and Professions Codes.

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**

**EXHIBIT "E"**

**LIST OF PROPOSED SUBCONTRACTORS**

**CONSTRUCTION MANAGEMENT SERVICES  
FOR**

**MONTEBELLO BOULEVARD GRADE SEPARATION PROJECT AND THE MAPLE AVENUE  
PEDESTRIAN BRIDGE PROJECT**

**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**

**EXHIBIT “E”**

**LIST OF PROPOSED SUBCONTRACTORS**

**CONSTRUCTION MANAGEMENT SERVICES  
FOR**

**MONTEBELLO BOULEVARD GRADE SEPARATION PROJECT AND THE MAPLE AVENUE PEDESTRIAN BRIDGE PROJECT**

<b>NAME OF FIRM</b>	<b>SBE</b>	<b>ADDRESS</b>	<b>WORK TO BE PERFORMED</b>	<b>ESTIMATED DOLLAR PARTICIPATION</b>	<b>PERCENT OF TOTAL CONTRACT VALUE</b>
Coast Surveying	YES	15031 Pkwy Loop, #B, Tustin, CA 9270	QA Surveying	TBD	TBD
RT Engineering & Associates	YES	202 E. Airport Dr., #140, San Bernardino, CA 92408	Construction Inspection	TBD	TBD
Sequoia Consultants	YES	361 West Grove Ave., Orange CA 92865	QC Material Testing	TBD	TBD
Twining, Inc.	NO	2883 East Spring St., #300, Long Beach, CA 90806	QA Material Testing	TBD	TBD

**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**

**EXHIBIT “F”**

**NON-DISCRIMINATION ASSURANCES**

**CONSTRUCTION MANAGEMENT SERVICES  
FOR  
MONTEBELLO BOULEVARD GRADE SEPARATION PROJECT AND THE MAPLE  
AVENUE PEDESTRIAN BRIDGE PROJECT**



## EXHIBIT "F"

### NONDISCRIMINATION ASSURANCES IN SUBCONTRACTS **\*\*DELETE IF NO SUBCONTRACTS ANTICIPATED\*\***

During the performance of this AGREEMENT, SUBCONTRACTOR, for itself, its assignees, and successors in interest, agrees as follows:

(1) Compliance with Regulations: SUBCONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time \*hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.

(2) Nondiscrimination: SUBCONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurement of materials and leases of equipment.

SUBCONTRACTOR further certifies and agrees that all persons employed by the SUBCONTRACTOR, its affiliates, subsidiaries, or holding companies are and will be treated equally by the SUBCONTRACTOR without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with state and federal anti-discrimination laws. SUBCONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices.

(3) Solicitations for sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by SUBCONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by SUBCONTRACTOR of the SUBCONTRACTOR's obligations under this AGREEMENT and the REGULATIONS relative to nondiscrimination on the grounds of race, color, and national origin.

(4) Information and Reports: SUBCONTRACTOR shall provide all information and reports required by the REGULATIONS, or directives issued pursuant thereto, and shall permit access to SUBCONTRACTOR's books, records, accounts, other sources of information, and its facilities as may be determined by State of California or FHWA to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of SUBCONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, SUBCONTRACTOR shall so certify to the State of California or FHWA, as appropriate, and shall set forth what efforts SUBCONTRACTOR has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of SUBCONTRACTOR's noncompliance with the nondiscrimination provisions of this AGREEMENT, State of California shall impose such sanctions as it or the FHWA may determine to be appropriate, including but not limited to:

- (a) Withholding of payments to SUBCONTRACTOR under the AGREEMENT until SUBCONTRACTOR complies; and/or
- (b) Cancellation, termination or suspension of the AGREEMENT in whole or part.

(6) Incorporation by Reference: SUBCONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment. SUBCONTRACTOR shall take such action with respect to any sub-agreement or procurement as State of California or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that in the event SUBCONTRACTOR becomes involved in or is threatened with litigation with a sub-applicant or supplier as a result of such direction, SUBCONTRACTOR may request State of California or FHWA enter into such litigation to protect the interests of State of California, and, in addition, SUBCONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**

**EXHIBIT “G”**

**FEDERAL FORMS**

**CONSTRUCTION MANAGEMENT SERVICES  
FOR  
MONTEBELLO BOULEVARD GRADE SEPARATION PROJECT AND THE MAPLE  
AVENUE PEDESTRIAN BRIDGE PROJECT**

**EXHIBIT G-1: Non-lobbying Certification for Federal-Aid Contracts**

**EXHIBIT G-2: Disclosure of Lobbying Activities**

**EXHIBIT G-3: Debarment and Suspension Certification**

## EXHIBIT G-1:

### NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies by signing and submitting this bid or proposal 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 or her bid or proposal 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 subrecipients shall certify and disclose accordingly.

# EXHIBIT G-2

## DISCLOSURE OF LOBBYING ACTIVITIES

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

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change  <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known  Congressional District, if known	<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b> CFDA Number, if applicable _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b>	
<b>10. Name and Address of Lobby Entity</b> (If individual, last name, first name, MI)  (attach Continuation Sheet(s) if necessary)	<b>11. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI)  (attach Continuation Sheet(s) if necessary)	
<b>12. Amount of Payment (check all that apply)</b> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	<b>14. Type of Payment (check all that apply)</b> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
<b>13. Form of Payment (check all that apply):</b> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____		
<b>15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:</b>  (attach Continuation Sheet(s) if necessary)		
<b>16. Continuation Sheet(s) attached:</b> Yes <input type="checkbox"/> No <input type="checkbox"/>		
<b>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.</b>	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
<b>Federal Use Only:</b>	Authorized for Local Reproduction Standard Form - LLL	

Standard Form LLL Rev. 04-28-06

## **INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

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

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

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

**EXHIBIT G-3:**

**DEBARMENT AND SUSPENSION CERTIFICATION**

(Title 2 CFR, Part 180)

(Title 49, Code of Federal Regulations, Part 29)

The Consultant under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

If there are any exceptions to this certification, insert the exceptions in the following space.

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Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

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Firm: \_\_\_\_\_

Signed By: \_\_\_\_\_

\_\_\_\_\_  
[Print Name & Title]

Dated: \_\_\_\_\_

**Notes:**

Providing false information may result in criminal prosecution or administrative sanctions. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.

**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**

**EXHIBIT "H"**

**INSURANCE**

**CONSTRUCTION MANAGEMENT SERVICES  
FOR  
MONTEBELLO BOULEVARD GRADE SEPARATION PROJECT AND THE MAPLE  
AVENUE PEDESTRIAN BRIDGE PROJECT**



## EXHIBIT "H"

### INSURANCE

A. Insurance Requirements. CONSULTANT shall provide and maintain insurance, acceptable to SGVCOG, in full force and effect throughout the term of this AGREEMENT, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONSULTANT, and subcontractors, along with CONSULTANT'S (and all its subcontractor's) agents officers and employees. CONSULTANT shall have the sole responsibility of monitoring subcontractor compliance with such requirements. Insurance is to be placed with insurers with a current A.M. Best's rating of A++, A+, or A and a capacity rating of VII or higher.

1. Minimum Scope of Insurance.

- a. "Occurrence Form" Comprehensive General Liability Insurance providing protection against bodily injury, including death, personal injury and property damage. This insurance shall provide broad form contractual liability protection covering the indemnity provisions contained in this AGREEMENT, underground hazards, products-completed operations, a separate "per project" general aggregate limit (ISO Form CG 25 03 or equivalent), broad form property damage, and name RAILROAD, SGVCOG along with its individual members, their respective, elected and appointed boards, officials, officers, agents, employees and volunteers as "additional insureds" with respect to all liabilities arising out of CONSULTANT'S obligations under the AGREEMENT. This insurance shall not exclude liability coverage for work or activities performed on railroad tracks, railroad property, and all such surrounding areas that are accessed by CONSULTANT under this AGREEMENT. CONSULTANT'S insurance policy shall include or be endorsed to include a "severability of interests" provision (ISO Form CG0001 or equivalent) ensuring that each "additional insured" is treated as if it is the only insured.
- b. "Occurrence Form" Automobile Liability Insurance providing protection against bodily injury, including death, and property damage. This insurance shall provide contractual liability by endorsement (ISO Form CA 0025, or equivalent) and shall cover any motor vehicle (or mobile equipment, to the extent it may be excluded from general liability insurance) used by CONSULTANT and name RAILROAD, SGVCOG along with its individual members, their respective, elected and appointed boards,

officials, officers, agents, employees and volunteers as “additional insureds” with respect to all liabilities arising out of CONSULTANT’S obligations under the AGREEMENT. CONSULTANT’S insurance policy shall include or be endorsed to include a “severability of interests” provision ensuring that each “additional insured” is treated as if it is the only insured.

- c. Workers’ Compensation Insurance as required by the Labor Code of the State of California and Employer’s Liability Insurance covering all persons providing services on behalf of CONSULTANT and all risks to such persons under this AGREEMENT.
- d. Professional Liability Insurance providing protection against injuries or damages caused by the errors or omissions of CONSULTANT. The coverage may be written either on an “occurrence form” or “claims made form.” If written on a claims made form, the coverage shall provide for at least a three-year extended reporting/discovery period, which shall be invoked should the Professional Liability Insurance covering the period of this AGREEMENT be cancelled.

2. Minimum Limits of Insurance. CONSULTANT shall maintain the following limits of insurance:

- a. General Liability: a per occurrence limit of \$2,000,000; a “per project” general aggregate limit of at least \$4,000,000; and a products-completed operations aggregate limit of at least \$4,000,000.
- b. Automobile Liability: a per occurrence limit of \$2,000,000 per occurrence.
- c. Workers’ Compensation and Employer’s Liability: Workers’ Compensation with limits to California Statutory Limits, as required by the Labor Code of the State of California, and Employer’s Liability limits of \$1,000,000 per accident, or disease, and per employee.
- d. Professional Liability Insurance: a per occurrence limit of \$1,000,000 and in the aggregate.

B. Other Provisions. Insurance policies required by this AGREEMENT shall contain the following provisions:

1. No insurance policy required by this EXHIBIT "H" shall be suspended, voided, or cancelled by the insurer nor by CONSULTANT, or reduced in coverage or in limits except after 30 days prior written notice by Certified Mail, return receipt requested, has been given to and with the written consent of SGVCOG.
2. CONSULTANT'S insurance shall be primary insurance. Any other insurance shall be "excess only and non-contributing" with respect to any insurance carried by RAILROAD, SGVCOG along with its individual members, and their respective, elected and appointed boards, officials, officers, agents, employees and volunteers.
3. CONSULTANT'S insurance shall apply separately to each insured against whom claim is made or suit is brought, subject only to the limits of the insurer's liability.
4. Any failure to comply with the reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to RAILROAD, SGVCOG along with its individual members, and their respective, elected and appointed boards, officials, officers, agents, employees and volunteers.
5. CONSULTANT'S insurers shall agree to waive all rights of subrogation against RAILROAD, SGVCOG along with its individual members, and their respective, elected and appointed boards, officials, officers, agents, employees and volunteers.
6. CONSULTANT agrees to deposit with RAILROAD and with SGVCOG, at or before the effective date of this AGREEMENT, certificates of insurance (and, upon request, certified duplicate originals of any policy, in whole or in part) to satisfy RAILROAD and SGVCOG that the insurance provisions of this AGREEMENT have been satisfied. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf.
7. CONSULTANT'S insurance shall provide coverage for all activities under this contract, whether performed by consultant or any subconsultant under their control.
8. Any deductibles or self-insured retentions must be declared and approved by SGVCOG.

9. The procuring of such required policy or policies of insurance shall not be construed to limit CONSULTANT'S liability hereunder nor to fulfill the indemnification provisions and requirements of this AGREEMENT.

**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**

**EXHIBIT "I"**

**LIST OF KEY PERSONNEL**

**CONSTRUCTION MANAGEMENT SERVICES  
FOR  
MONTEBELLO BOULEVARD GRADE SEPARATION PROJECT AND THE MAPLE  
AVENUE PEDESTRIAN BRIDGE PROJECT**

**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**

**EXHIBIT "I"**

**LIST OF KEY PERSONNEL**

**CONSTRUCTION MANAGEMENT SERVICES  
FOR  
MONTEBELLO BOULEVARD GRADE SEPARATION PROJECT AND THE MAPLE  
AVENUE PEDESTRIAN BRIDGE PROJECT**

<b>NAME</b>	<b>FIRM</b>	<b>POSITION</b>
<b>Andres Roldan, PE</b>	<b>AECOM</b>	<b>Project Manager</b>
<b>Matt Gollan, PE, CCM</b>	<b>AECOM</b>	<b>Resident Engineer</b>
<b>Keith Chong, PE, QSD</b>	<b>AECOM</b>	<b>Structural Representative</b>

**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**

**EXHIBIT "J"**

**LABOR COMPLIANCE PROVISIONS**

**CONSTRUCTION MANAGEMENT SERVICES  
FOR  
MONTEBELLO BOULEVARD GRADE SEPARATION PROJECT AND THE MAPLE  
AVENUE PEDESTRIAN BRIDGE PROJECT**

## LABOR COMPLIANCE PROGRAM PROVISIONS

### SUMMARY

The San Gabriel Valley Council of Governments (SGVCOG) institutes this Labor Compliance Program for the purpose of implementing its policy relative to the labor compliance provisions of State and Federally funded public works contracts. This program is applicable to all public works projects which are designated as requiring prevailing wages.

In compliance with Senate Bill 854, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

Consultants, including all subconsultants (regardless of tier) must be registered with the Department of Industrial Relations in accordance with the Public Works Contractor Registration Law [SB 854], if applicable.

Effective August 1, 2016, General Contractors, including all subcontractors must furnish electronic certified payroll records to the Labor Commissioner in DIR's eCPR data system.

California Labor Code Section 1770, *et seq.* requires that contractors on public works projects pay their workers based on prevailing wage rates established and issued by the Department of Industrial Relations, Division of Labor Statistics and Research.

California Labor Code 1771.5 requires an awarding body to identify prevailing wage requirements in bid invitations, contract language and at pre-construction conferences, to review payroll records to verify compliance with the Labor Code, and to withhold contract payments when payroll records are delinquent or inadequate or when underpayments have occurred.

California Labor Code Section 1776 requires contractors to keep accurate payroll records of trades workers on all public works projects and to submit copies of certified payroll records upon request.

California Labor Code Section 1777.5 requires contractors to employ registered apprentices on public works projects.



This Labor Compliance Program (“LCP”) contains labor compliance standards required by State and Federal laws, regulations, and directives, as well as policies and contract provisions, which include, but are not limited to, the following:

- Contractors’ payment of applicable general prevailing wage rates.
- Contractors’ employment of properly registered apprentices.
- Contractors’ provision of certified payroll records upon request, but not less than weekly.
- Program’s monitoring of Authority construction sites for verification of proper payments of prevailing wage rates and work classification.
- Program’s presentation at pre-construction conferences with contractors/subcontractors.
- Program’s withholding of contract payments and reporting of willful violations to the Labor Commissioner.

The Labor Compliance Program will be provided to the selected Consultant(s).

SGVCOG institutes this general Labor Compliance Program (“LCP”) for the purpose of implementing its policy relative to labor compliance provisions of State and Federally-funded public works contracts and additionally to comply with the provisions of Labor Code section 1771.3 pertaining to the use of funds derived from state-issued public works bonds. SGVCOG will continue to update its program as the laws and regulations relating to Labor Compliance Programs are changed and updated.

In establishing this LCP, SGVCOG adheres to statutory requirements as enunciated in Section 1771.5(b) of the Labor Code. Further, on applicable projects, SGVCOG intends to actively enforce this LCP by monitoring Authority construction sites for payment of prevailing wage rates and to require contractors and subcontractors with workers on applicable Authority projects to submit copies of certified payroll records demonstrating their compliance with payment of prevailing wage rates.

The LCP covers the following standards required by State and Federal laws, regulations and directives, as well as policies and contract provisions, which include, but are not limited to the following:

- I. Public Works Subject to Prevailing Wage Laws
- II. Components of a Labor Compliance Program
- III. Responsibility of SGVCOG
- IV. Responsibility of the Contractor and Subcontractor
- V. Review of Certified Payroll Records
- VI. Reporting of Willful Violations to the Labor Commissioner

## **PUBLIC WORKS SUBJECT TO PREVAILING WAGE LAWS**

State prevailing wage rates apply to public works contracts as set forth in Labor Code Sections 1720 *et seq.*, and include, but are not limited to, such types of work as construction, alteration, demolition, repair or maintenance work. The Division of Labor Statistics and Research (DLSR) predetermines appropriate prevailing wage rates for particular construction trades and crafts by county.

For federally-funded or assisted projects, the application of State prevailing wage rates when higher is required whenever federally-funded or assisted projects are controlled or carried out by SGVCOG.

For field surveying projects, field survey work traditionally covered by collective bargaining agreements is subject to prevailing wage rates when it is integral to the specific public works project in the design, preconstruction, or construction phase.

For maintenance projects, public works contracts for maintenance are subject to prevailing wage rate payments as set forth in Section 1771 of the Labor Code.

## **COMPONENTS OF A LABOR COMPLIANCE PROGRAM**

### **Pre-Construction Conference/Administrative Meeting**

After SGVCOG awards a public works contract and prior to commencement of the work, a mandatory Pre-Construction Conference/Administrative Meeting shall be conducted by SGVCOG with the contractor and those subcontractors listed.

At that meeting, Authority staff will discuss Federal and State labor law requirements applicable to the contract, including prevailing wage requirements, respective record-keeping responsibilities, the requirement for submittal of certified payroll records to SGVCOG and the prohibition against discrimination in employment.

Authority staff will provide the contractor and each subcontractor with a Checklist of Labor Law Requirements and will discuss in detail the following checklist items:

1. Contractor's duty to pay prevailing wages [Labor Code Section 1770 *et seq.*].
2. Contractor's duty to employ registered apprentices on public works projects [Labor Code Section 1777.5].
3. Penalties for failure to pay prevailing wages and to employ apprentices, including forfeitures and debarment [Labor Code Sections 1775, 1777.7, and 1813].

4. Requirement to maintain and submit copies of certified payroll records to SGVCOG, on a weekly basis, as required [Labor Code Section 1776] and penalties for failure to do so [Labor Code Section 1776(g)]. The requirement includes and applies to all subcontractors performing work on this project even if their portion of the work is less than one half of one-percent (0.5%) of the total amount of the contract.
5. Prohibition against employment discrimination [Labor Code Sections 1735 and 1777.6; the Government Code and Title VII of the Civil Rights Act of 1964, as amended].
6. Prohibition against taking or receiving a portion of an employee's wages [Labor Code Section 1778] (kickback). Code
7. Prohibition against accepting fees for registering any person for public works [Labor Code Section 1779] or for filing work orders on public works [Labor Code Section 1780].
8. Requirement to list all subcontractors that are performing one-half of one percent (0.5%) of the total amount of the contract [Public Contract Code Section 4100 *et seq.*].
9. Requirement to be properly licensed and to require all subcontractors to be properly licensed and the penalty for employing workers while unlicensed [Labor Code Section 1021] and under California Contractors License Law. Also, see Business and Professions Code Section 7000, *et seq.*
10. Prohibition against unfair competition [Business and Professions Code Sections 17200-17208].
11. Requirement that contractor and subcontractor be properly insured for Workers' Compensation [Labor Code Section 1861].
12. Requirement that the contractor abide by Occupational Safety and Health laws and regulations that apply to this particular public works project.
13. Prohibition against hiring undocumented workers and requirement to secure proof of eligibility/citizenship from all workers.
14. Requirement to provide itemized wage statements to employees under Labor Code Section 226.

Contractors and subcontractors present at the Pre-Construction Conference/Administrative Meeting will be given the opportunity to ask questions relative to items contained in the Checklist of Labor Law Requirements. The checklist will then be signed by the contractor's representative and SGVCOG.

At the Pre-Construction Conference/Administrative Meeting, SGVCOG will provide the contractor with a copy of SGVCOG's LCP packet which includes: The Checklist of Labor Law Requirements, applicable Prevailing Wage Rate Determinations, blank certified payroll record forms, fringe benefit statements, State apprenticeship requirements, and a copy of the Labor Code relating to Public Works and Public Agencies [Part 7, Chapter 1, Sections 1720-1861].

It will be the contractor's responsibility to provide copies of the LCP package to all listed subcontractors and to any substituted subcontractors.

#### Requirement for Certified Payroll Records

A requirement that certified payroll records be kept by the contractor in accordance with Labor Code Section 1776 and furnished to SGVCOG at times will be designated in the contract, which shall be at least monthly, or within 10 days of any request by SGVCOG. Use of the current version of DIR's "Public Works Payroll Reporting Form" (A-1-131) and Statement of Employer Payments (PW26) constitutes presumptive compliance with the requirement for certified payroll records kept in accordance with Labor Code Section 1776, provided the forms are filled out accurately and completely. These suggested forms are available from the Department of Industrial Relations.

#### Orderly Review

SGVCOG will implement a program for orderly review of payroll records and, if necessary, for audits to verify compliance with the requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code.

#### Prescribed Routine

SGVCOG will implement a prescribed routine for withholding penalties, forfeitures, and underpayment of wages for violations of the requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code.

#### No Payment when payroll records are delinquent or inadequate

All contracts to which prevailing wage requirements apply shall include a provision that contract payments shall not be made when payroll records are delinquent or inadequate.

#### Responsibility to enforce prevailing wage requirements

It is the responsibility of SGVCOG to enforce prevailing wage requirements, consistent with the policy of the state as expressed in Labor Code Section 90.5(a). SGVCOG shall take reasonable, vigorous, and prompt action to (1) determine whether violations exist, and (2) enforce compliance, including through imposition of appropriate penalties and formal enforcement action, when violations are found. SGVCOG shall neither avoid use of its enforcement authority based on cost

considerations nor shall it use that authority in an unreasonable manner to gain leverage over a contractor or subcontractor. Unreasonable use of enforcement authority includes, but is not limited to, prolonged or excessive withholdings of contract payments without making a determination that a violation has occurred.

#### Failure of an Awarding Body or Labor Compliance Program

The failure of SGVCOG to comply with any requirement imposed by this subchapter shall not of itself constitute a defense to the failure to pay prevailing wages or to comply with any other obligation imposed by Chapter 1 (commencing with Section 1720), Part 7, Division 2 of the Labor Code.

### **RESPONSIBILITY OF SGVCOG**

In accordance with Title 8 of the California Code of Regulations Section 16100, SGVCOG shall:

1. Obtain the prevailing wage rate from the Director in accordance with Labor Code Sections 1771 and 1773.
2. Specify the appropriate prevailing wage rates, in accordance with Labor Code Sections 1773.2 and 1777.5.
  - a. The posting requirement is applicable for each job site.
    - i. EXCEPTION: If more than one worksite exists on any project, then the applicable rates may be posted at a single location which is readily available to all workers.
  - b. If a wage rate for a craft, classification or type of worker is not published in the Director's general prevailing wage determinations, a request for a special determination should be made by the awarding body to Chief, Division of Labor Statistics and Research, P.O. Box 420603, San Francisco, CA 94142, at least 45 days prior to the project bid advertisement date.
3. Notify DAS. See Labor Code Section 1773.3.
4. Inform prime contractors, to the extent feasible, of relevant public work requirements:
  - a. The appropriate number of apprentices are on the job site, as set forth in Labor Code Section 1777.5.
  - b. Worker's compensation coverage, as set forth in Labor Code Sections 1860 and 1861.
  - c. Keep accurate records of the work performed on the public works project, as set forth in Labor Code Section 1812.
  - d. Inspection of payroll records pursuant to Labor Code Section 1776, and as set forth in Section 16400 (e) of these regulations.
  - e. Other requirements imposed by law.

5. Withhold monies. See Labor Code Section 1727.
6. Ensure that public works projects are not split or separated into smaller work orders or projects for the purpose of evading the applicable provisions of Labor Code Section 1771.
7. Deny the right to bid on public work contracts to contractors or subcontractors who have violated public work laws, as set forth in Labor Code Section 1777.7.
8. Not permit workers on public works to work more than eight hours a day or 40 hours in any one calendar week, unless compensated at not less than time and a half as set forth in Labor Code Section 1815.
  - a. EXCEPTION: If the prevailing wage determination requires a higher rate of pay for overtime work than is required under Labor Code Section 1815, then that higher overtime rate must be paid, as specified in subsection 16200(a)(3)(F) of these regulations.
9. Not take or receive any portion of the workers' wages or accept a fee in connection with a public works project, as set forth in Labor Code Sections 1778 and 1779.
10. Comply with those requirements as specified in Labor Code Sections 1776(g), 1777.5, 1810, 1813, and 1860.

### **RESPONSIBILITY OF THE CONTRACTOR AND SUBCONTRACTOR**

In accordance with Title 8 of the California Code of Regulations Section 16100, the Contractor and Subcontractor of every tier shall:

1. Pay not less than the prevailing wage to all workers, as defined in Section 16000 of these regulations, and as set forth in Labor Code Sections 1771 and 1774.
2. Comply with the provisions of Labor Code Sections 1773.5, 1775, and 1777.5 regarding public works jobsites.
3. Provide workers' compensation coverage as set forth in Labor Code Section 1861.
4. Comply with Labor Code Sections 1778 and 1779 regarding receiving a portion of wages or acceptance of a fee.
5. Maintain and make available for inspection payroll records, as set forth in Labor Code Section 1776.

6. Pay workers overtime pay, as set forth in Labor Code Section 1815 or as provided in the collective bargaining agreement adopted by the Director as set forth in Section 16200 (a) (3) of these regulation.
7. Comply with Section 16101 of these regulations regarding discrimination.
8. Be subject to provisions of Labor Code Section 1777.7 which specifies the penalties imposed on a contractor who willfully fails to comply with provisions of Section 1777.5.
9. Comply with those requirements as specified in Labor Code Sections 1810 and 1813.
10. Comply with other requirements imposed by law.
11. Comply with SB854 requirement to furnish electronic certified payroll records to labor commissioner in its eCPR database system.

## **REVIEW OF CERTIFIED PAYROLL RECORDS**

### **A. Certified Payroll Records Required**

In accordance with Labor Code Section 1776, the contractor and each subcontractor shall maintain certified payrolls and basic records (timecards, canceled checks, cash receipts, trust fund forms, accounting ledgers, tax forms, superintendent and foreman daily logs, etc.) during the course of the work and shall preserve them for a period of three (3) years thereafter and furnish them the Labor Compliance Program at times designated in the contract, which shall be at least monthly, or within ten (10) days following receipt of request. Such records shall include the name, address, and social security number of each worker, his or her classification, a general description of the work each employee performed each day, rate of pay (including rates of contributions for or costs assumed to provide fringe benefits), daily and weekly number of hours worked, actual wages paid and the payroll check numbers.

#### **1. Submittal of Certified Payroll Records**

The contractor and each subcontractor shall maintain weekly certified payroll records for submittal to SGVCOG as required. The contractor shall be responsible for the submittal of payroll records of all its subcontractors. All certified payroll records shall be accompanied by a statement of compliance signed by the contractor or each subcontractor indicating payroll records are correct and complete, wage rates contained therein are not less than those determined by the Director of the Department of Industrial Relations and classifications set forth for each employee conform with work performed.

Time cards, front and back copies of canceled checks, daily logs, employee sign-in sheets and/or any other record maintained for the purposes of reporting payroll may be requested by SGVCOG at any time and shall be provided at least monthly, or within ten (10) days following receipt of request.

Use of the current version of DIR's "Public Works Payroll Reporting Form" (A-1-131) and Statement of Employer Payments (PW26) or reports containing all of the information required by Labor Code Section 1776, with the information organized in a manner that is similar or identical to how the information is reported on the Department of Industrial Relations' suggested "Public Works Payroll Reporting Form" (Form A-1-131) and Statement of Employer Payments (PW26), constitutes presumptive compliance with the requirement for certified payroll records kept in accordance with Labor Code Section 1776, provided the forms are filled out accurately and completely. These suggested forms are available from the Department of Industrial Relations.

Reports submitted to this Labor Compliance Program must be either (1) in the form of non-modifiable image or record that bears an electronic signature or includes a copy of an original certification made on paper, or alternatively (2) printed out and submitted on paper with an original signature.

The requirements for redacting certain information shall be followed when certified payroll records are disclosed to the public pursuant to Labor Code Section 1776(e), whether the records are provided electronically or as hard copies.

## **2. Use of Electronic Reporting Forms**

Pursuant to Title 8 of the CCR Section 16404, certified payroll records required by Labor Code Section 1776 may be maintained and submitted electronically subject to all of the following conditions:

1. The reports must contain all of the information required by Labor Code Section 1776, with the information organized in a manner that is similar or identical to how the information is reported on the Department of Industrial Relations' suggested "Public Works Payroll Reporting Form" (Form A-1-131);
2. The reports shall be in a format and use software that is readily accessible and available to contractors, awarding bodies, Labor Compliance Programs, and the Department of Industrial Relations;
3. Reports submitted to an awarding body, a Labor Compliance Program, the Division of Labor Standards Enforcement, or other entity within the Department of Industrial Relations must be either: (1) in the form of a non-modifiable image or record that bears an electronic signature or includes a copy of any original certification made on paper, or



alternatively (2) printed out and submitted on paper with an original signature;

4. The requirements for redacting certain information shall be followed when certified payroll records are disclosed to the public pursuant to Labor Code Section 1776(e), whether the records are provided electronically or as hard copies; and
5. No contractor or subcontractor shall be mandated to submit or receive electronic reports when it otherwise lacks the resources or capacity to do so, nor shall any contractor or subcontractor be required to purchase or use proprietary software that is not generally available to the public.

### **3. Full Accountability**

Each individual, laborer or craftsperson working on this public works contract must appear on the payroll. The employer who pays the trades worker must report that individual on its payroll. This includes individuals working as apprentices in an apprenticeable trade. Owner-operators are to be reported by the contractor employing them, rental equipment operators are to be reported by the rental company paying the workers' wages.

Sole owners and partners who work on this contract must also submit a certified payroll record listing days and hours worked and the trade classification descriptive of work actually done.

The contractor shall provide records required under this section to SGVCOG and shall make these records available for inspection by the Department of Industrial Relations, and shall permit representatives of each to interview trade workers during working hours on the project site.

### **4. Responsibility for Subcontractors**

The contractor shall be responsible for ensuring adherence to labor standards provisions by its subcontractors. Moreover, the prime contractor is responsible for Labor Code violations of its subcontractors in accordance with Labor Code Section 1775.

### **5. Payment to Employees**

Employees must be paid unconditionally, and not less often than once each week, the full amounts due and payable for the period covered by the particular payday. Thus, an employer must establish a fixed workweek (Sunday through Saturday, for example) and an established payday (such as every Friday or the preceding day should such payday fall on a holiday). On each and every payday each worker must be paid all sums due as of the end of the preceding workweek and must be provided with an itemized wage statement.

If an individual is called a subcontractor, whereas, in fact, he/she is merely a journey level mechanic supplying only his/her labor, such an individual would not be deemed a bona fide subcontractor and must be reported on the payroll of the prime contractor as a trades worker. Moreover, any person who does not hold a valid contractor's license cannot be a subcontractor, and anyone hired by that person is the worker or employee of the general contractor for purposes of prevailing wage requirements, certified payroll reporting and workers' compensation laws.

The worker's rate for straight time hours must equal or exceed the rate specified in the contract by reference to the "Prevailing Wage Determinations" for the class of work actually performed. Any work performed on Saturday, Sunday, and/or on a holiday, or portion thereof, must be paid the prevailing rate established for those days regardless of the fixed workweek. The hourly rate for hours worked in excess of eight (8) hours in a day and forty (40) hours in a workweek shall be premium pay. All work performed on Saturday, Sunday and holidays shall be paid pursuant to the Prevailing Wage Determination.

## **B. Apprentices**

Apprentices shall be permitted to work as such only when they are registered, individually, under a bona fide apprenticeship program registered and approved by the State Division of Apprenticeship Standards. The allowable ratio of apprentices to journeymen in any craft/classification shall not be greater than the ratio permitted to the contractor as to its entire workforce under the registered program.

Any worker listed on a payroll at an apprentice wage rate who is not registered shall be paid the journey level wage rate determined by the Department of Industrial Relations for the classification of the work he/she actually performed. Pre-apprentice trainees, trainees in non-apprenticeable crafts, and others who are not duly registered will not be permitted on public works projects unless they are paid full prevailing wage rates as journeymen.

Compliance with California Labor Code Section 1777.5 requires all public works contractors and subcontractors to:

1. Submit contract award information to the apprenticeship committee for each apprenticeable craft or trade in the area of the project;
2. Request dispatch of apprentices from the applicable apprenticeship program(s) and employ apprentices on public works projects in a ratio to journeymen which in no case shall be less than one (1) hour of apprentice work to each five (5) hours of journeyman work; and
3. Contribute to the applicable apprenticeship program(s) or the California Apprenticeship Council in the amount identified in the prevailing wage

rate publication for journeypersons and apprentices. If payments are not made to an apprenticeship program, they shall be made to the California Apprenticeship Council, Post Office Box 420603, San Francisco, CA 94142.

If the contractor is registered to train apprentices, the contractor shall furnish written evidence of the registration (i.e., Apprenticeship Agreement or Statement of Registration) of its training program and apprentices, as well as the ratios allowed and the wage rates required to be paid there under for the area of construction, prior to using any apprentices in the contract work. It should be noted that a prior approval for a separate project does not confirm approval to train on any project. The contractor/subcontractor must check with the applicable Joint Apprenticeship Committee to verify status.

### **C. Audits/Investigations of Certified Payroll Records**

Audits shall be conducted by SGVCOG and shall also be conducted at the request of the Labor Commissioner to determine whether all trade workers on project sites have been paid according to the prevailing wage rates.

Audits/investigations may be conducted by SGVCOG when determined that there has been a violation of the Public Works Chapter of the Labor Code resulting in the underpayment of wages, or at the request of the Labor Commissioner. An "Audit" for this purpose shall be defined as a written summary reflecting prevailing wage deficiencies for each underpaid worker, and including any penalties to be assessed under Labor Code Sections 1775 and 1813, as determined by the Labor Compliance Program after consideration of the best information available as to actual hours worked, amounts paid, and classifications of workers employed in connection with the public work. Such available information may include, but is not limited to, worker interviews, complaints from workers or other interested persons, all time cards, cancelled checks, cash receipts, trust fund forms, books, documents, schedules, forms, reports, receipts or other evidences which reflect job assignments, work schedules by days and hours, and the disbursement by way of cash, check, or in whatever form or manner, of funds to a person(s) by job classification and/or skill pursuant to a public works project. An Audit is sufficiently detailed when it enables the Labor Commissioner, if requested to determine the amount of forfeiture under Title 8 of the CCR Section 16437, to draw reasonable conclusions as to compliance with the requirements of the Public Works Chapter of the Labor Code, and to enable accurate computation of underpayments of wages to workers and of applicable penalties and forfeitures.

## **REPORTING OF WILLFUL VIOLATIONS TO THE LABOR COMMISSIONER**

If an investigation reveals that a willful violation of the Labor Code has occurred, SGVCOG will make a written report to the Labor Commissioner which shall include: (1) an audit consisting of a comparison of payroll records to the best available information as to the actual hours worked, and (2) the classification of workers employed on the public works contract. Six (6) types of willful violations are reported:

**1. Failure to Comply with Prevailing Wage Rate Requirements**

Failure to comply with prevailing wage rate requirements (as set forth in the Labor Code and Authority contracts) is determined a willful violation whenever less than the stipulated basic hourly rate is paid to trade workers, or if overtime, holiday rates, fringe benefits, and/or employer payments are paid at a rate less than stipulated.

**2. Falsification of Payroll Records, Misclassification of Work and/or Failure to Accurately Report Hours of Work**

Falsification of payroll records and failure to accurately report hours of work is characterized by deliberate underreporting hours of work; underreporting the headcount; stating that the proper prevailing wage rate was paid when, in fact, it was not; clearly misclassifying the work performed by the worker; and any other deliberate and/or willful act which results in the falsification or inaccurate reporting of payroll records.

**3. Failure to Submit Certified Payroll Records**

The contractors and subcontractors shall have ten (10) days upon notification by the Program Manager in which to comply with the requirement of submittal of weekly records and/or to correct inaccuracies or omissions that have been detected.

**4. Failure to Pay Fringe Benefits**

Fringe benefits are defined as the amounts stipulated for employer payments or trust fund contributions and are determined to be part of the required prevailing wage rate. Failure to pay or provide fringe benefits and/or make trust fund contributions on a timely basis is equivalent to payment of less than the stipulated wage rate and shall be reported to the Labor Commissioner as a willful violation, upon completion of an investigation and audit.

**5. Failure to Pay Correct Apprentice Rates and/or Misclassification of Workers as Apprentices**

Failure to pay the correct apprentice rate or classifying a worker as an apprentice when not properly registered is equivalent to payment of less than the stipulated wage rate and shall be reported to the Labor Commissioner as a willful violation upon completion of an investigation and audit.

**6. Taking of Kickbacks**

Accepting or extracting kickbacks from employee wages under Labor Code Section 1778 constitutes a felony and may be prosecuted by the appropriate enforcement agency.

**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**

**EXHIBIT "K"**

**CERTIFICATIONS OF CONSULTANT AND LOCAL AGENCY**

**CONSTRUCTION MANAGEMENT SERVICES  
FOR  
MONTEBELLO BOULEVARD GRADE SEPARATION PROJECT AND THE MAPLE  
AVENUE PEDESTRIAN BRIDGE PROJECT**

**K-1: Certification of Consultant**

**K-2: Certification of Local Agency**

**K-3: Certification of Contract Costs and Financial Management  
System**

**EXHIBIT K-1**

**CERTIFICATION OF CONSULTANT, COMMISSIONS AND FEES**

I hereby certify that I am the \_\_\_\_\_, and duly authorized representative of the firm of \_\_\_\_\_, whose address is \_\_\_\_\_, 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 Agreement; nor
- b) agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement; 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 Agreement.

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

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT K-2**

**CERTIFICATION OF LOCAL AGENCY**

I hereby certify that I am the CHIEF ENGINEER of the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENT, and that the consulting firm of AECOM TECHNICAL SERVICES, INC., or its representative has not been required (except as herein expressly stated), directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- a) employ, retain, agree to employ or retain, any firm or person, or
- b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation, or consideration of any kind.

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

Signature: \_\_\_\_\_

Print Name: MARK CHRISTOFFELS

Date: \_\_\_\_\_

**EXHIBIT K-3**

**CERTIFICATION OF CONTRACT COSTS AND FINANCIAL  
MANAGEMENT SYSTEM**

**Certification of Final Indirect Costs:**

Consultant Firm Name: \_\_\_\_\_

Indirect Cost Rate: \_\_\_\_\_ \* for fiscal period \_\_\_\_\_ (mm/dd/yyyy  
to mm/dd/yyyy)

\*Fiscal period covered for Indirect Cost Rate developed (not the contract period).

Local Government: \_\_\_\_\_

Contract Number: \_\_\_\_\_ Project Number: \_\_\_\_\_

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final Indirect Cost Rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and Indirect Cost Rates have been disclosed as of the date of proposal preparation noted above.

**Certification of Financial Management System:**

I, the undersigned, certify to the best of my knowledge and belief that our Financial Management System meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.

**Certification of Dollar Amount for all A&E Contracts:**

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$ \_\_\_\_\_ and the number of states in which the firm does business is \_\_\_\_\_.



**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:

1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).
2. Compliant with the terms of the contract and is incurred specifically for the contract.
3. Not prohibited by 23 CFR, Chapter 1, Part 172 – Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.

**Subconsultants (if applicable)**

Proposed Contract Amount (or amount not to exceed if on-call contract): \$

\_\_\_\_\_

**Prime Consultants (if applicable)**

Proposed **Total** Contract Amount (or amount not to exceed if on-call contract): \$

\_\_\_\_\_

Prime, list all subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):

_____	\$	_____
_____	\$	_____
_____	\$	_____
_____	\$	_____
_____	\$	_____

Consultant Certifying (Print Name and Title):

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Consultant Certification Signature \*\*: \_\_\_\_\_

Date of Certification (mm/dd/yyyy): \_\_\_\_\_

Consultant Contact Information:

Email: \_\_\_\_\_

Phone number: \_\_\_\_\_

\*\*An individual executive or financial officer of the consultant's organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the Indirect Cost Rate proposal submitted in conjunction with the contract.

Note: *Per 23 U.S.C. 112(b)(2)(B), Subconsultants must comply with the FAR Cost Principles contained in 48 CFR, Part 31.23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties of a contract must complete a certification and send originals to A&I and keep copies in Local Agency Project Files.*

- Distribution:**
- 1) Original to Caltrans Audits and Investigations
  - 2) Retained in Local Agency Project Files

**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**

**TASK ORDER**

**CONSTRUCTION MANAGEMENT SERVICES FOR  
MONTEBELLO BOULEVARD GRADE SEPARATION PROJECT AND THE MAPLE  
AVENUE PEDESTRIAN BRIDGE PROJECT**

<b>CONSULTANT:</b> AECOM Technical Services, Inc.	<b>AGREEMENT NO.:</b> 19-08	<b>TASK ORDER NO.:</b> 1
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<b>TASK ORDER TITLE:</b>	Pre-Construction Services for Montebello Blvd. Grade Separation Project
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<b>EFFECTIVE DATE OF THIS TASK ORDER:</b> April 1, 2020	<b>TASK ORDER VALUE:</b> \$137,864.27
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<b>CONTACT:</b> Andres Roldan	<b>TELEPHONE:</b> (818) 414-1611
<b>FACSIMILE:</b> (714) 567-2441	<b>EMAIL:</b> <a href="mailto:Andres.Roldan@aecom.com">Andres.Roldan@aecom.com</a>
<b>ADDRESS:</b> 300 S. Grand Ave., Los Angeles, CA 90071	

**1. SCOPE OF SERVICES:**

CONSULTANT agrees to perform the services identified in Attachment "A", Scope of Services, which is attached hereto and made a part hereof this TASK ORDER NO. 1.

**2. COMPENSATION:**

The total amount payable to CONSULTANT under this TASK ORDER NO. 1 shall not exceed: **One Hundred Thirty-Seven Thousand and Eight Hundred Sixty-four Dollars and 27/100s (\$137,864.27)**, as per Attachment "B" (Consultant's cost proposal), and as defined in further detail in SECTION 7 (COMPENSATION AND METHOD OF PAYMENT) and Exhibit "C" (COMPENSATION) of the AGREEMENT.

**3. SUBCONTRACTORS:**

Attachment "C" List of Proposed Subcontractors for TASK ORDER NO. 1 is attached hereto and made a part hereof this TASK ORDER NO. 1.

**4. KEY PERSONNEL:**

Attachment "D" List of Key Personnel for TASK ORDER NO. 1 is attached hereto and made a part hereof this TASK ORDER NO. 1.

**5. SBE GOAL**

The SBE goal is unchanged by this Task Order.

**6. PERIOD OF PERFORMANCE/NOTICE TO PROCEED**

Work under this Task Order No. 1 shall commence on April 1, 2020 through May 31, 2020.

All other terms and conditions of this AGREEMENT NO. 19-08 remains unchanged.

In witness whereof, this TASK ORDER NO. 1 has been executed under the provisions of AGREEMENT NO. 19-08 between SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS and the above named CONSULTANT. By signature below, the parties hereto agree that all terms and conditions of this TASK ORDER NO. 1 and AGREEMENT NO. 19-08 shall be in full force and effect.

**CONSULTANT:**

**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**

Authorized Signature: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Print Name: Andres Roldan

Print Name: Mark Christoffels

Print Title: Vice President

Print Title: Chief Engineer

## SCOPE OF SERVICES

### Construction Management Services for Montebello Boulevard Grade Separation Project

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The scope of services will be to provide Construction Management (CM) Services for the Montebello Boulevard Grade Separation Project located in the Union Pacific Railroad (UPRR) right of way in the City of Montebello and UPRR Los Angeles Subdivision.

All work is to be performed in accordance with the SGVCOG's Project Procedures/Resident Engineer Manual (RE Manual), which is incorporated herein by reference, and made a part of this AGREEMENT No. 19-08 for Construction Management Services for the Montebello Boulevard Grade Separation Project.

#### TASK 1 - PRE-CONSTRUCTION SERVICES

**1.1 Resident Engineer's Manual:** The CONSULTANT shall become familiar with the RE Manual and shall follow and enforce all processes and procedures identified within the document, as may be amended from time to time.

**1.2 Constructability Analysis:** Prior to the start of this subtask, SGVCOG and CONSULTANT shall identify and agree upon the detailed scope of services to be performed under the constructability analysis. CONSULTANT shall perform constructability analysis at design levels as requested by SGVCOG. The analysis shall include interdisciplinary cross-referencing of the plans and specifications. The analyses shall ensure the accuracy of all referenced outside agency specifications and standards. It shall include a review of the Right of Way Acquisitions to ensure that they are properly reflected within the plans and specifications. The analysis shall use approved checklists as provided by SGVCOG. CONSULTANT shall provide results to SGVCOG and shall conduct review meetings. CONSULTANT shall perform back-checks as necessary to the constructability analysis and certify that all items have been addressed in the design prior to release for bid.

**1.3 Construction Schedule:** CONSULTANT shall prepare a draft construction schedule prior to release of Invitation for Bid to validate the construction staging and duration proposed in the bid documents. The schedule will include coordination between the two projects.

**1.4 Cost Estimate:** Prior to release of bid documents, CONSULTANT shall prepare an independent cost estimate (ICE) validating the Design Consultant's estimate and provide, at time of bid, a bid analysis for balance bids received.

**1.5 Submittal Log:** CONSULTANT shall review the design drawings and specifications and prepare a comprehensive Submittal Log identifying and pre-numbering all required submittals.

**1.6 Bid Support:** SGVCOG shall be responsible for the bidding and award of the project. During the bidding process, SGVCOG shall require CONSULTANT to assist by developing the project specific front end documents of the specifications, including but not limited to, Division 00 and 01, packaging of the bid documents, conducting the pre-bid conference and job walk, and answering questions from bidders including but not limited to construction methods, staging/phasing, and utility coordination.

**1.7 Early Utility Coordination:** As directed by SGVCOG, CONSULTANT shall be responsible for coordination/inspection of early construction activities, including utility relocations. This task may include inspection and survey services to ensure that the utilities are correctly placed within designated easements and at designated depths. CONSULTANT shall document with as built plans the locations of all utilities placed prior to the commencement of the project's construction contract to ensure that these utilities are protected in place upon commencement of construction.

**1.8 Pre-Condition Survey:** CONSULTANT shall document the existing condition of the contract work site prior to any construction activities. Documentation shall include the use of photographic/videographic records.

**1.9 Pre-Construction Meeting:** Prior to the beginning of construction, CONSULTANT shall be responsible for conducting a Pre-construction meeting with Contractor, SGVCOG, UPRR, City of Montebello, Montebello Land and Water Company, South Montebello Irrigation, Los Angeles County Public Works, Los Angeles County Flood Control District, and other third parties, to go over the expectations, responsibilities matrix, change order procedures, document management system, schedules and updates, third party incident/accident forms, third party coordination, media process, and the emergency response process etc.

**1.10 Construction Schedule Review:** Prior to the beginning of construction, CONSULTANT shall be responsible for conducting a scheduling meeting with Contractor, SGVCOG, UPRR, City of Montebello, Montebello Land and Water Company, South Montebello Irrigation, Los Angeles County Public Works, Los Angeles County Flood Control District, and other third parties, to go over the proposed construction schedule. CONSULTANT shall review, comment, and approve the Contractor's baseline construction schedule.

**1.11 Special Work Assignments:** CONSULTANT shall be required to perform special work assignments. The budget under this task will be used only upon SGVCOG's written authorization and will be tracked separately with proper documentation of the effort required to complete the special work assignment. CONSULTANT will prepare a scope and its associated cost and obtain SGVCOG's written approval prior to commencement of any special work assignment task.

**CONSTRUCTION MANAGEMENT SERVICES CONSULTANT DELIVERABLES**

<b>DELIVERABLE MATRIX</b>	<b>DELIVERABLE DESCRIPTIONS</b>
<b>PRE-CONSTRUCTION PHASE</b>	<ul style="list-style-type: none"> <li>Constructability Review Checklist</li> <li><input type="checkbox"/> Constructability Review Comments (at design level specified by SGVCOG)</li> <li><input type="checkbox"/> Constructability Review Comments (100%)</li> <li><input type="checkbox"/> Constructability Review Back-Check Certification</li> <li><input type="checkbox"/> Draft Construction Schedule</li> <li><input type="checkbox"/> Independent Cost Estimate</li> <li><input type="checkbox"/> Submittal Log</li> <li><input type="checkbox"/> Comments of SGVCOG Resident Engineer's Manual</li> <li><input type="checkbox"/> Pre-Condition Survey Documentation</li> <li><input type="checkbox"/> Approved Baseline Construction Schedule</li> </ul>

**AECOM**

Construction Management Services for Montebello Blvd Grade Separation Project

**Labor Dollars Calculation**

March 25, 2020

**LABOR COST ALLOCATION BY DOLLAR**

PRIME CONSULTANT	FIRM	April 2020			May 2020			ESTIMATED TOTAL LABOR COSTS			
		PERSON HOURS	BILLING RATE	TOTAL DOLLARS	PERSON HOURS	BILLING RATE	TOTAL DOLLARS	PRIME Consultant	SBE Subconsultant	Other Subconsultant	TOTAL
Project Manager	AECOM	34.00	\$257.35	\$8,749.90	17.00	\$257.35	\$4,374.95	\$13,125			\$13,125
Project Mgmt Support	AECOM	17.00	\$140.08	\$2,381.36	17.00	\$140.08	\$2,381.36	\$4,763			\$4,763
Resident Engineer	AECOM	42.00	\$225.51	\$9,471.42	42.00	\$225.51	\$9,471.42	\$18,943			\$18,943
Structure Representative	AECOM	42.00	\$204.61	\$8,593.62	42.00	\$204.61	\$8,593.62	\$17,187			\$17,187
Office Engineer	AECOM		\$108.76			\$108.76					
Mechanical/Electrical Inspector *	AECOM	42.00	\$122.25	\$5,134.50	42.00	\$122.25	\$5,134.50	\$10,269			\$10,269
Track Inspector *	AECOM		\$141.31			\$141.31					
Safety Officer	AECOM		\$130.79								
Document Control	AECOM		\$84.30			\$84.30					
Civil Inspector *	AECOM	42.00	\$184.98	\$7,769.16	42.00	\$184.98	\$7,769.16	\$15,538			\$15,538
Source Inspector	AECOM		\$154.08			\$154.08					
Scheduler 1	AECOM	84.00	\$211.94	\$17,802.96	84.00	\$211.94	\$17,802.96	\$35,606			\$35,606
Scheduler 2	AECOM		\$138.06			\$138.06					
Claims Support	AECOM		\$206.25			\$206.25					
Cost Estimator	AECOM	42.00	\$195.49	\$8,210.58	42.00	\$195.49	\$8,210.58	\$16,421			\$16,421
Assistant Resident Engineer	AECOM		\$130.59			\$130.59					
5% OT (for SR & Inspectors)	AECOM		\$242.17			\$242.17					
Constructability Reviewer	RTEA		\$222.80			\$222.80					
Civil Inspector *	RTEA		\$176.83			\$176.83					
Utility Coordinator	RTEA	17.00	\$176.83	\$3,006.11	17.00	\$176.83	\$3,006.11		\$6,012		\$6,012
Document Control	RTEA		\$61.89			\$61.89					
Office Engineer	RTEA		\$103.74			\$103.74					
TBD Inspector	RTEA		\$134.39			\$134.39					
<b>TOTAL HOURS AND COSTS</b>		<b>362.00</b>	<b>\$71,119.61</b>		<b>345.00</b>	<b>\$66,744.66</b>		<b>\$131,852</b>	<b>\$6,012</b>		<b>\$137,864</b>



**AECOM**

**Construction Management Services for Montebello Blvd Grade Separation Project**

**Compensation**

**March 25, 2020**

**Provisional Billing Rate Schedule**

POSITION OR CLASSIFICATION	FIRM	April 2020 to March 2021				
		Direct Hourly Rate	OH Multiplier	Hourly Rate + OH	Fixed Fee (9%)	Loaded Rate
Project Manager	AECOM	\$114.08	1.0696	\$236.10	\$21.25	\$257.35
Project Mgmt Support	AECOM	\$55.15	1.3302	\$128.51	\$11.57	\$140.08
Resident Engineer	AECOM	\$99.97	1.0696	\$206.89	\$18.62	\$225.51
Structure Representative	AECOM	\$90.70	1.0696	\$187.71	\$16.89	\$204.61
Office Engineer	AECOM	\$48.21	1.0696	\$99.78	\$8.98	\$108.76
Mechanical/Electrical Inspector *	AECOM	\$54.19	1.0696	\$112.15	\$10.09	\$122.25
Track Inspector *	AECOM	\$62.64	1.0696	\$129.64	\$11.67	\$141.31
Safety Officer	AECOM	\$57.98	1.0696	\$120.00	\$10.80	\$130.79
Document Control	AECOM	\$37.37	1.0696	\$77.34	\$6.96	\$84.30
Civil Inspector *	AECOM	\$82.00	1.0696	\$169.71	\$15.27	\$184.98
Source Inspector*	AECOM	\$68.30	1.0696	\$141.35	\$12.72	\$154.08
Scheduler 1	AECOM	\$93.95	1.0696	\$194.44	\$17.50	\$211.94
Scheduler 2	AECOM	\$61.20	1.0696	\$126.66	\$11.40	\$138.06
Claims Support	AECOM	\$91.43	1.0696	\$189.22	\$17.03	\$206.25
Cost Estimator	AECOM	\$86.66	1.0696	\$179.35	\$16.14	\$195.49
Assistant Resident Engineer	AECOM	\$57.89	1.0696	\$119.81	\$10.78	\$130.59
Constructability Reviewer	RTEA	\$97.34	1.1	\$204.40	\$18.40	\$222.80
Civil Inspector *	RTEA	\$77.25	1.1	\$162.23	\$14.60	\$176.83
Utility Coordinator	RTEA	\$77.25	1.1	\$162.23	\$14.60	\$176.83
Document Control	RTEA	\$27.04	1.1	\$56.78	\$5.11	\$61.89
Office Engineer	RTEA	\$45.32	1.1	\$95.17	\$8.57	\$103.74
TBD Inspector*	RTEA	\$58.71	1.1	\$123.29	\$11.10	\$134.39



**AECOM**

Construction Management Services for Montebello Blvd Grade Separation Project

**Other Direct Cost**

March 25, 2020

<b>OTHER DIRECT COST - Apr &amp; May 2020</b>							
<b>FIRM</b>	<b>AECOM</b>			<b>RT Engineering &amp; Associates</b>			<b>TOTAL</b>
<b>DESCRIPTIONS</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total</b>	
Vehicle Usage <sup>1</sup>	0	\$973	\$0				\$ -
Copying & Reproduction <sup>4</sup>	Actual Cost	\$5,000	\$0				\$ -
Leased Printer/Copier/Scanner/Fax (Monthly)	0	\$300	\$0				\$ -
Field Office Supplies <sup>4</sup>	Actual Cost	\$6,000	\$0				\$ -
Misc Office Furnishings + Safety Equipments <sup>4</sup>	Actual Cost	\$6,000	\$0				\$ -
Cameras (2 Digital)	2	\$250	\$0				\$ -
Computers Hardware (5 Units per GP) <sup>2</sup>	0	\$1,000	\$0				\$ -
Computer Networking (Outside Vendor)	0	\$5,000	\$0				\$ -
Computer Software (MS OFFICE & Acrobat) <sup>2</sup>	0	\$300	\$0				\$ -
Computer Software (Procore)	5	\$9,000	\$0				\$ -
Express Mail Delivery/Courier Services	300	\$15	\$0				\$ -
Mileage Travel <sup>3</sup>	0	\$0.575	\$0	0	\$0.575	\$0	\$ -
Laboratory Testing Schedule <sup>5</sup>				0			\$ -
<b>TOTAL OTHER DIRECT COSTS</b>			<b>\$0</b>			<b>\$0</b>	<b>\$ -</b>

**NOTES:**

1. Vehicle usage for Resident Engineer, Assistant Resident Engineer, Structure Representative and Inspectors; pro-rated by hours worked per month per vehicle.
2. Computer hardware and software (MS office and Acrobat) are to be provided by the General Contractor.
3. Current Mileage rate based on IRS 2020 Standard Mileage Rates, will be updated yearly according to the most recent IRS Standard Mileage Rates.
4. Copying, reproductions, field office supplies, miscellaneous furnishings, and safety equipment will be billed at actual cost. Amounts shown for budget purposes only.
5. Refer to Sequoia Consultants' and Twinning, Inc's Laboratory Testing Schedules attached.

**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**  
**LIST OF PROPOSED SUBCONTRACTORS**  
**CONSTRUCTION MANAGEMENT SERVICES**  
**FOR**  
**MONTEBELLO BOULEVARD GRADE SEPARATION PROJECT PROJECT**

NAME OF FIRM	SBE	ADDRESS	WORK TO BE PERFORMED	ESTIMATED DOLLAR PARTICIPATION	PERCENT OF TOTAL CONTRACT VALUE
RT Engineering & Associates	YES	202 E. Airport Dr., #140, San Bernardino, CA 92408	Utility Coordination	\$6,012.12	4.4%

**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**

**LIST OF KEY PERSONNEL**

**CONSTRUCTION MANAGEMENT SERVICES  
FOR  
MONTEBELLO BOULEVARD GRADE SEPARATION PROJECT**

NAME	FIRM	POSITION
Andres Roldan, PE	AECOM	Project Manager
Matt Gollan, PE, CCM	AECOM	Resident Engineer
Keith Chong, PE, QSD	AECOM	Structural Representative

**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**

**TASK ORDER**

**CONSTRUCTION MANAGEMENT SERVICES FOR MONTEBELLO BOULEVARD  
GRADE SEPARATION PROJECT AND THE MAPLE AVENUE PEDESTRIAN  
BRIDGE PROJECT**

<b>CONSULTANT:</b> AECOM Technical Services, Inc.	<b>AGREEMENT NO.:</b> 19-08	<b>TASK ORDER NO.:</b> 1
		<b>REVISION:</b> 1

<b>TASK ORDER TITLE:</b>	Pre-Construction Services for Montebello Blvd. Grade Separation Project
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<b>EFFECTIVE DATE OF THIS TASK ORDER:</b> April 27, 2020	<b>TASK ORDER VALUE:</b> \$388,112.00
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<b>CONTACT:</b> Andres Roldan	<b>TELEPHONE:</b> (818) 414-1611
<b>FACSIMILE:</b> (714) 567-2441	<b>EMAIL:</b> <a href="mailto:andres.roldan@aecom.com">andres.roldan@aecom.com</a>
<b>ADDRESS:</b> 300 S. Grand Ave., Los Angeles, CA 90071	

**1. SCOPE OF SERVICES: UNCHANGED BY THIS REVISION NO.1**

**2. COMPENSATION: CHANGED BY THIS REVISION NO.1**

The total amount payable to CONSULTANT under this **TASK ORDER NO. 1, REVISION No. 1** shall not to exceed: **Three hundred eighty-eight thousand one hundred twelve dollars and 00/100s** (\$388,112.00) as per Attachment “B”, and as defined in further detail in SECTION 7 (COMPENSATION AND METHOD OF PAYMENT) and Exhibit “C” (COMPENSATION) of the AGREEMENT.

<b>TASK ORDER</b>	<b>AMOUNT</b>
Task Order No. 1	\$137,864.00
<b>Task Order No. 1, Revision No. 1</b>	<b>\$250,248.00</b>
<b>TOTAL TASK ORDER NO. 4 NTE VALUE:</b>	<b>\$388,112.00</b>

**3. SUBCONTRACTORS: CHANGED BY THIS REVISION NO.1**

Attachment “C” List of Proposed Subcontractors for TASK ORDER NO.1 is attached hereto and made a part of this TASK ORDER NO.1, REVISION 1.

**4. KEY PERSONNEL: UNCHANGED BY THIS REVISION NO.1**

5. **SBE GOAL: UNHANGED BY THIS REVISION NO.1**

6. **PERIOD OF PERFORMANCE: CHANGED BY THIS REVISION NO.1**

Work under this **TASK ORDER NO. 1, REVISION 1** shall terminate on December 31, 2020.

All other terms and conditions of this AGREEMENT NO. 19-08 remains unchanged.

In witness whereof, this TASK ORDER NO. 1, REVISION 1 has been executed under the provisions of AGREEMENT NO. 19-08 between SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS and the above named CONSULTANT. By signature below, the parties hereto agree that all terms and conditions of this TASK ORDER NO. 1, REVISION 1 and AGREEMENT NO. 19-08 shall be in full force and effect.

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**CONSULTANT:**

**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**

Authorized  
Signature: \_\_\_\_\_

Authorized  
Signature: \_\_\_\_\_

Print Name: Andres Roldan

Print Name: Mark Christoffels

Print Title: Vice President

Print Title: Chief Engineer

AECOM

Construction Management Services for Montebello Blvd Grade Separation Project

Labor Dollars Calculation

March 25, 2020

LABOR COST ALLOCATION BY DOLLAR

PRIME CONSULTANT	FIRM	Apr 2020-Mar 2021			Apr 2021-Mar 2022			Apr 2022-Mar 2023			Apr 2023-Mar 2024			Apr 2024-Mar 2025			ESTIMATED TOTAL LABOR COSTS			
		PERSON HOURS	BILLING RATE	TOTAL DOLLARS	PERSON HOURS	BILLING RATE	TOTAL DOLLARS	PERSON HOURS	BILLING RATE	TOTAL DOLLARS	PERSON HOURS	BILLING RATE	TOTAL DOLLARS	PERSON HOURS	BILLING RATE	TOTAL DOLLARS	PRIME Consultant	DBE Subconsultant	Other Subconsultant	TOTAL
Project Manager	AECOM	219.00	\$257.35	\$56,359.65	201.60	\$257.35	\$51,881.76	201.60	\$265.07	\$53,438.11	201.60	\$273.02	\$55,040.83	33.60	\$281.21	\$9,448.66	\$226,169			\$226,169
Project Mgmt Support	AECOM	34.00	\$140.08	\$4,762.72		\$140.08			\$144.28			\$148.61		33.60	\$153.07	\$5,143.15	\$9,906			\$9,906
Resident Engineer	AECOM	882.00	\$225.51	\$198,899.82	2016.00	\$225.51	\$454,628.16	2016.00	\$232.28	\$468,276.48	2016.00	\$239.25	\$482,328.00	168.00	\$246.43	\$41,400.24	\$1,645,533			\$1,645,533
Structure Representative	AECOM	352.80	\$204.61	\$72,186.41	630.00	\$204.61	\$128,904.30	1008.00	\$210.75	\$212,436.00	252.00	\$217.07	\$54,701.64		\$223.58		\$468,228			\$468,228
Office Engineer	AECOM	504.00	\$108.76	\$54,815.04	2016.00	\$108.76	\$219,260.16	2016.00	\$112.02	\$225,832.32	2016.00	\$115.38	\$232,606.08	336.00	\$118.84	\$39,930.24	\$772,444			\$772,444
Mechanical/Electrical Inspector *	AECOM	126.00	\$122.25	\$15,403.50	100.80	\$122.25	\$12,322.80	403.20	\$125.91	\$50,766.91	756.00	\$129.69	\$98,045.64		\$133.58		\$176,539			\$176,539
Track Inspector *	AECOM		\$141.31		504.00	\$141.31	\$71,220.24	504.00	\$145.55	\$73,357.20		\$149.91			\$154.41		\$144,577			\$144,577
Safety Officer	AECOM	126.00	\$130.79	\$16,479.54	504.00	\$130.79	\$65,918.16	504.00	\$134.72	\$67,898.88	420.00	\$138.76	\$58,279.20		\$142.92		\$208,576			\$208,576
Document Control	AECOM		\$84.30			\$84.30			\$86.83			\$89.44			\$92.12					
Civil Inspector *	AECOM	630.00	\$184.98	\$116,537.40	2016.00	\$184.98	\$372,919.68	2016.00	\$190.53	\$384,108.48	1848.00	\$196.25	\$362,670.00		\$202.13		\$1,236,236			\$1,236,236
Source Inspector	AECOM		\$154.08		50.40	\$154.08	\$7,765.63	50.40	\$158.70	\$7,998.48		\$163.46			\$168.36		\$15,764			\$15,764
Scheduler 1	AECOM	403.20	\$211.94	\$85,454.21	201.60	\$211.94	\$42,727.10	201.60	\$218.30	\$44,009.28	201.60	\$224.85	\$45,329.76		\$231.59		\$217,520			\$217,520
Scheduler 2	AECOM		\$138.06		504.00	\$138.06	\$69,582.24	504.00	\$142.20	\$71,668.80	504.00	\$146.47	\$73,820.88		\$150.86		\$215,072			\$215,072
Claims Support	AECOM		\$206.25			\$206.25			\$212.44		151.20	\$218.81	\$33,084.07		\$225.38		\$33,084			\$33,084
Cost Estimator	AECOM	176.40	\$195.49	\$34,484.44	201.60	\$195.49	\$39,410.78	201.60	\$201.36	\$40,594.18	151.20	\$207.40	\$31,358.88		\$213.62		\$145,848			\$145,848
Assistant Resident Engineer	AECOM	504.00	\$130.59	\$65,817.36	2016.00	\$130.59	\$263,269.44	2016.00	\$134.51	\$271,172.16	1680.00	\$138.55	\$232,764.00		\$142.70		\$833,023			\$833,023
5% OT (for SR & Inspectors)	AECOM	29.40	\$242.17	\$7,119.77	133.56	\$242.17	\$32,344.09	148.68	\$249.43	\$37,085.55	130.20	\$256.91	\$33,450.20		\$264.62		\$110,000			\$110,000
Constructability Reviewer	RTEA		\$222.80			\$222.80			\$229.48			\$236.37			\$243.46					
Civil Inspector *	RTEA		\$176.83			\$176.83			\$182.13			\$187.59			\$193.22					
Utility Coordinator	RTEA	252.40	\$176.83	\$44,631.89	403.20	\$176.83	\$71,297.86	403.20	\$182.13	\$73,434.82	168.00	\$187.59	\$31,515.12		\$193.22		\$220,880			\$220,880
Document Control	RTEA	504.00	\$61.89	\$31,192.56	2016.00	\$61.89	\$124,770.24	2016.00	\$63.75	\$128,520.00	2016.00	\$65.66	\$132,370.56	336.00	\$67.63	\$22,723.68	\$439,577			\$439,577
Office Engineer	RTEA		\$103.74			\$103.74			\$106.85			\$110.06			\$113.36					
TBD Inspector	RTEA		\$134.39			\$134.39			\$138.42			\$142.57			\$146.85					
Survey Manager	Coast	6.00	\$174.12	\$1,044.72	10.00	\$174.12	\$1,741.20	4.00	\$179.35	\$717.40	4.00	\$184.73	\$738.92		\$190.27		\$4,242.24			\$4,242
Survey Coordinator	Coast	16.00	\$138.56	\$2,216.96	60.00	\$138.56	\$8,313.60	20.00	\$142.71	\$2,854.20	4.00	\$146.99	\$587.96		\$151.40		\$13,972.72			\$13,973
Project Surveyor	Coast	4.00	\$140.83	\$563.32		\$140.83			\$145.06		4.00	\$149.41	\$597.64		\$153.89		\$1,160.96			\$1,161
Survey Analyst	Coast	32.00	\$107.55	\$3,441.60		\$107.55			\$110.77		32.00	\$114.10	\$3,650.90		\$136.21		\$7,092.50			\$7,093
PLS Party Chief	Coast	32.00	\$140.35	\$4,491.20		\$140.35			\$144.56		32.00	\$148.90	\$4,764.50		\$153.36		\$9,255.70			\$9,256
Certified Party Chief	Coast	20.00	\$138.56	\$2,771.20	92.00	\$138.56	\$12,747.52	32.00	\$142.71	\$4,566.72		\$146.99			\$151.40		\$20,085.44			\$20,085
Party Chief	Coast	4.00	\$133.31	\$533.24	28.00	\$133.31	\$3,732.68	8.00	\$137.31	\$1,098.48		\$141.42			\$145.67		\$5,364.40			\$5,364
Chainman	Coast	56.00	\$124.65	\$6,980.40	120.00	\$124.65	\$14,958.00	40.00	\$128.39	\$5,135.60	32.00	\$132.24	\$4,231.37		\$136.21		\$31,305.37			\$31,305



**AECOM**

**Construction Management Services for Montebello Blvd Grade Separation Project**

**Compensation**

**March 25, 2020**

**Provisional Billing Rate Schedule**

POSITION OR CLASSIFICATION	FIRM	April 2020 to March 2021				
		Direct Hourly Rate	OH Multiplier	Hourly Rate + OH	Fixed Fee (9%)	Loaded Rate
Project Manager	AECOM	\$114.08	1.0696	\$236.10	\$21.25	\$257.35
Project Mgmt Support	AECOM	\$55.15	1.3302	\$128.51	\$11.57	\$140.08
Resident Engineer	AECOM	\$99.97	1.0696	\$206.89	\$18.62	\$225.51
Structure Representative	AECOM	\$90.70	1.0696	\$187.71	\$16.89	\$204.61
Office Engineer	AECOM	\$48.21	1.0696	\$99.78	\$8.98	\$108.76
Mechanical/Electrical Inspector *	AECOM	\$54.19	1.0696	\$112.15	\$10.09	\$122.25
Track Inspector *	AECOM	\$62.64	1.0696	\$129.64	\$11.67	\$141.31
Safety Officer	AECOM	\$57.98	1.0696	\$120.00	\$10.80	\$130.79
Document Control	AECOM	\$37.37	1.0696	\$77.34	\$6.96	\$84.30
Civil Inspector *	AECOM	\$82.00	1.0696	\$169.71	\$15.27	\$184.98
Source Inspector*	AECOM	\$68.30	1.0696	\$141.35	\$12.72	\$154.08
Scheduler 1	AECOM	\$93.95	1.0696	\$194.44	\$17.50	\$211.94
Scheduler 2	AECOM	\$61.20	1.0696	\$126.66	\$11.40	\$138.06
Claims Support	AECOM	\$91.43	1.0696	\$189.22	\$17.03	\$206.25
Cost Estimator	AECOM	\$86.66	1.0696	\$179.35	\$16.14	\$195.49
Assistant Resident Engineer	AECOM	\$57.89	1.0696	\$119.81	\$10.78	\$130.59
Constructability Reviewer	RTEA	\$97.34	1.1	\$204.40	\$18.40	\$222.80
Civil Inspector *	RTEA	\$77.25	1.1	\$162.23	\$14.60	\$176.83
Utility Coordinator	RTEA	\$77.25	1.1	\$162.23	\$14.60	\$176.83
Document Control	RTEA	\$27.04	1.1	\$56.78	\$5.11	\$61.89
Office Engineer	RTEA	\$45.32	1.1	\$95.17	\$8.57	\$103.74
TBD Inspector*	RTEA	\$58.71	1.1	\$123.29	\$11.10	\$134.39

**AECOM**

Construction Management Services for Montebello Blvd Grade Separation Project

**SUMMARY OF COST BY TASK**

March 25, 2020

<b>TOTAL BY TASK</b>			
<b>TASK 1 - Pre-construction</b>	<b>LABOR</b>	<b>ODC</b>	<b>TOTAL</b>
AECOM	\$ 297,568.97	\$ -	\$ 297,568.97
RT Engineering & Associates, Inc.	\$ 26,807.43	\$ -	\$ 26,807.43
Sequoia Consultants	\$ -	\$ -	\$ -
Coast Surveying, Inc.	\$ 13,735.64	\$ -	\$ 13,735.64
Twinning, Inc.	\$ -	\$ -	\$ -
Sub-Total Task 1	\$ 338,112.04	\$ -	\$ 338,112.04
Special Work Assignment (Prior Authorization Required)			\$ 50,000.00
		Total Task 1	\$ 388,112.04

**AECOM**

Construction Management Services for Montebello Blvd Grade Separation Project

**Other Direct Cost**

March 25, 2020Á

<b>OTHER DIRECT COST</b>							
<b>FIRM</b>	<b>AECOM</b>			<b>RT Engineering &amp; Associates</b>			<b>TOTAL</b>
<b>DESCRIPTIONS</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total</b>	
Vehicle Usage <sup>1</sup>	0	\$973	\$0				\$ -
Copying & Reproduction <sup>4</sup>	Actual Cost	\$5,000	\$0				\$ -
Leased Printer/Copier/Scanner/Fax (Monthly)	0	\$300	\$0				\$ -
Field Office Supplies <sup>4</sup>	Actual Cost	\$6,000	\$0				\$ -
Miscel Office Furnishings + Safety Equipments <sup>4</sup>	Actual Cost	\$6,000	\$0				\$ -
Cameras (2 Digital)	2	\$250	\$0				\$ -
Computers Hardware (5 Units per GP) <sup>2</sup>	0	\$1,000	\$0				\$ -
Computer Networking (Outside Vendor)	0	\$5,000	\$0				\$ -
Computer Software (MS OFFICE & Acrobat) <sup>2</sup>	0	\$300	\$0				\$ -
Computer Software (Procore)	5	\$9,000	\$0				\$ -
Express Mail Delivery/Courier Services	300	\$15	\$0				\$ -
Mileage Travel <sup>3</sup>	0	\$0.575	\$0	0	\$0.575	\$0	\$ -
Laboratory Testing Schedule <sup>5</sup>				0			\$ -
<b>TOTAL OTHER DIRECT COSTS</b>			<b>\$0</b>			<b>\$0</b>	<b>\$ -</b>

**NOTES:**

1. Vehicle usage for Resident Engineer, Assistant Resident Engineer, Structure Representative and Inspectors; pro-rated by hours worked per month per vehicle.
2. Computer hardware and software (MS office and Acrobat) are to be provided by the General Contractor.
3. Current Mileage rate based on IRS 2020 Standard Mileage Rates, will be updated yearly according to the most recent IRS Standard Mileage Rates.
4. Copying, reproductions, field office supplies, miscellaneous furnishings , and safety equipment will be billed at actual cost. Amounts shown for budget purposes only.
5. Refer to Sequoia Consultants' and Twinning, Inc's Laboratory Testing Schedules attached.

**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**

**TASK ORDER**

**CONSTRUCTION MANAGEMENT SERVICES FOR MONTEBELLO BOULEVARD  
GRADE SEPARATION PROJECT AND THE MAPLE AVENUE PEDESTRIAN  
BRIDGE PROJECT**

<b>CONSULTANT:</b> AECOM Technical Services, Inc.	<b>AGREEMENT NO.:</b> 19-08	<b>TASK ORDER NO.:</b> 2
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<b>TASK ORDER TITLE:</b>	Construction Management Services for Montebello Blvd. Grade Separation Project
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<b>EFFECTIVE DATE OF THIS TASK ORDER:</b> April 27, 2020	<b>TASK ORDER VALUE:</b> \$8,424,164.26
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<b>CONTACT:</b> Andres Roldan	<b>TELEPHONE:</b> (818) 414-1611
<b>FACSIMILE:</b> (714) 567-2441	<b>EMAIL:</b> <a href="mailto:andres.roldan@aecom.com">andres.roldan@aecom.com</a>
<b>ADDRESS:</b> 300 S. Grand Ave., Los Angeles, CA 90071	

**1. SCOPE OF SERVICES:**

CONSULTANT agrees to perform the services identified in Attachment "A", Scope of Services, which is attached hereto and made a part hereof this TASK ORDER NO. 2.

**2. COMPENSATION:**

The total amount payable to CONSULTANT under this **TASK ORDER NO. 2** shall not to exceed: **Eight million Four hundred twenty-four thousand one hundred sixt-four dollars and 26/100s** (\$8,424,164.26) as per Attachment "B", and as defined in further detail in SECTION 7 (COMPENSATION AND METHOD OF PAYMENT) and Exhibit "C" (COMPENSATION) of the AGREEMENT.

**3. SUBCONTRACTORS:**

Attachment "C" List of Proposed Subcontractors for TASK ORDER NO. 2 is attached hereto and made a part hereof this TASK ORDER NO. 2.

**4. KEY PERSONNEL:**

The Key Personnel is unchanged by this Task Order.

**5. SBE GOAL:**  
The SBE goal is unchanged by this Task Order.

**6. PERIOD OF PERFORMANCE:**

Work under this **TASK ORDER NO. 2** shall terminate on May 31, 2024.

All other terms and conditions of this AGREEMENT NO. 19-08 remains unchanged.

In witness whereof, this TASK ORDER NO. 2 has been executed under the provisions of AGREEMENT NO. 19-08 between SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS and the above named CONSULTANT. By signature below, the parties hereto agree that all terms and conditions of this TASK ORDER NO. 2 and AGREEMENT NO. 19-08 shall be in full force and effect.

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**CONSULTANT:**

**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**

Authorized  
Signature: \_\_\_\_\_

Authorized  
Signature: \_\_\_\_\_

Print Name: Andres Roldan

Print Name: Mark Christoffels

Print Title: Vice President

Print Title: Chief Engineer

## SCOPE OF SERVICES

### Construction Management Services for Montebello Boulevard Grade Separation Project and the Maple Avenue Pedestrian Bridge Project

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#### TASK 2 – CONSTRUCTION–PHASE SERVICES

CONSULTANT shall perform Task 2 – Construction-Phase Services in accordance with the requirements of the RE Manual. Listed below are various subtasks within the Construction-Phase Services. CONSULTANT should refer to the RE Manual for a complete description of the requirements of the work under each of the subtasks.

SGVCOG requires that CONSULTANT shall use the current version of Procore Construction Management software to manage and administer the assigned construction contracts in accordance with the requirements of the RE Manual.

**2.1 Progress Management:** CONSULTANT shall be responsible for ensuring the Construction Contractor(s) follow their respective schedules and accomplish their work on time. Some elements of work include:

- A. Monitoring the status of permits, submittals, shop drawings, material procurement and delivery.
- B. Identifying potential schedule slippages, notifying the Construction Contractor(s), and discussing their recovery plans, and making recommendations to SGVCOG regarding corrective action plans.
- C. Assisting the Construction Contractor(s) in coordination and issue resolution with agencies, the designer and utilities.

**2.2 Progress Schedule:** CONSULTANT shall review, comment, and approve the Contractor's construction schedule updates. CONSULTANT shall perform Time Impact Analysis, review and approve Recovery Schedules, maintain in-house version of the As-Built Schedule, and review and approve the Contractor's As-Built Schedules. These schedules shall be reviewed for accuracy including work accomplished, reasonableness of forecasted completion durations based on production rates achieved to date, and compliance with the Contract Documents including milestones. CONSULTANT shall develop a cost loaded schedule analysis on a monthly basis for use in the claims support services required by SGVCOG.

**2.3 Changes/Claims:** CONSULTANT shall recommend and implement change order and claim avoidance practices. CONSULTANT shall analyze, prepare a cost estimate, negotiate, and process changes and claims in accordance with procedures provided by SGVCOG. SGVCOG will review CONSULTANT's schedule analysis on delay claims, including the cost of delay. SGVCOG will provide policy guidance on contract administration and conduct technical reviews of proposed change orders.

**2.4 Construction Safety:** SGVCOG has a programmatic Safety and Health Plan. In accordance with SGVCOG's Safety and Health Plan, CONSULTANT shall provide the services of a Safety Officer as needed depending on contractor's assigned Safety and Health Plan and personnel on the jobsite.

The Construction Contractor shall prepare a contract-specific Safety Plan in accordance with the programmatic Safety Plan. CONSULTANT shall review the Construction Contractor's Safety Plan, recommend changes, and when complete, recommend approval by SGVCOG. CONSULTANT shall monitor the Construction Contractor's compliance with the Contractor's safety program, and shall stop the work whenever safety conditions warrant. CONSULTANT shall document safety concerns and corrective actions taken.

In the event of an accident, both CONSULTANT and CONSULTANT's Safety Officer shall prepare accident reports as required in SGVCOG's Safety and Health Plan. This is in addition to any accident reports required of the Construction Contractor.

CONSULTANT shall be responsible for ensuring compliance with all UPRR safety regulations, and shall ensure that all workers are current on Roadway Worker Safety training.

**2.5 Utility Coordination:** CONSULTANT shall provide utility inspection and coordination, as needed in order to resolve all technical issues related to affected utilities, and to include third party utility relocations that are required prior to the start of construction. This is in addition to the Construction Contractor's scope which includes utility coordination and technical issue resolution for all affected utilities as required in the Contract Documents. Upon SGVCOG's request, CONSULTANT shall provide additional services on an as-needed basis to assist SGVCOG in verifying additional work charges by third party utility companies.

**2.6 Coordinate Flagpersons and Watchpersons:** CONSULTANT shall coordinate and effectively schedule UPRR flagpersons and watchpersons to provide protection to work crews and equipment on the worksite.

**2.7 Quality Assurance:** CONSULTANT shall provide resident engineering and quality assurance inspection services to ensure that the work is performed, constructed, and coordinated in accordance with the Contract Documents, applicable codes, applicable regulatory requirements, and applicable permits.

CONSULTANT shall verify that materials incorporated into the work comply with the specifications.

**2.8 Materials Testing and Support Services:** CONSULTANT shall provide materials testing for both Quality Control (QC) and Quality Assurance (QA) inspection services using two (2) separate and independent firms to conduct these services of the work. CONSULTANT shall follow SGVCOG's Quality Assurance Program Manual (QAP) in providing these services. The testing laboratory selected by CONSULTANT shall provide certification to SGVCOG affirming that it is capable of performing testing in conformance with SGVCOG's QAP and is Caltrans accredited. Additionally, the testing-laboratory's QC and QA Program will be subject to review and approval by SGVCOG.

CONSULTANT shall provide assistance to witness such testing, when required. CONSULTANT shall deliver to the Construction Contractor test results and shall order re-test on materials that fail the first test, if requested by the Construction Contractor. CONSULTANT shall keep an accounting of the costs of such re-tests and shall deduct this amount from the Construction Contractor's progress payment application.

**2.9 Environmental Services:** CONSULTANT shall ensure the Construction Contractor's compliance with environmental permits, regulatory requirements, construction environmental controls, and mitigation measures. CONSULTANT shall enforce sound environmental management practices (including, but not limited to, dust, noise, vibration, and erosion control).

**2.10 Progress Payments:** CONSULTANT shall review and approve/reject the Construction Contractor's monthly progress payment requests in accordance with the General Provisions of the Contract Documents and California statutes. Upon receipt of progress payment application from the Construction Contractor, CONSULTANT shall review and approve or return the progress payment application within seven (7) days. Upon approval, CONSULTANT shall forward the progress payment application to SGVCOG for payment.

a)

CONSULTANT shall also recommend withholdings or back-charges. CONSULTANT shall also maintain a schedule of earnings for the record file.

**2.11 Submittals, Requests for Information (RFIs) and Non-conformance Reports (NCRs):** CONSULTANT shall review all submittals and RFIs for quality and completeness prior to forwarding. CONSULTANT shall process and track all Construction Contractor submittals and RFIs using the current version of Procore Construction Management software suitable for this purpose.

CONSULTANT shall generate and process NCRs for quality completion of the work.

**2.12 Conferences / Meetings:** CONSULTANT shall conduct all meetings and conferences necessary to progress the work. These shall include, but not be limited to, the following:



- a) Monthly progress report meetings/presentations at SGVCOG's office;
- b) Weekly progress / issue-resolution meetings;
- c) Readiness Review meetings (as needed);
- d) Weekly and monthly safety meetings (as needed); and
- e) Third-party coordination meetings.

**2.13 Reports and Records:** CONSULTANT shall organize and track project information as required in Procore Construction Management software and in accordance with RE Manual.

A. CONSULTANT shall prepare a monthly report to be incorporated in the SGVCOG's Monthly Summary Status Report and Detailed Cost / Schedule Report.

B. CONSULTANT shall maintain daily job diaries, field change notices, drawing registers / drawing control logs, and other records to document the project. At a minimum, the daily job diaries shall include work accomplished; materials accepted and basis for acceptance; personnel, equipment, subcontractors present on site; and deficiencies noted.

C. CONSULTANT shall maintain progress and record photographs.

D. CONSULTANT shall ensure that appropriate documentation is provided for changed conditions, requests for information, requests for deviations, non-compliant and non-conforming materials, and potential claims (Task 2.3). All such requests shall be communicated to SGVCOG and resolved by CONSULTANT expeditiously.

E. CONSULTANT shall prepare reports, including Weekly Progress Meeting Reports, Monthly Manpower Reports, Work Projection Reports, Delay Reports (as occurring), Deficiency Logs, Contract Status Reports, Evaluation of Claims, Evaluation of Requests for Change Orders, Design Error and Omission Log, and reports covering other project-relevant matters.

F. Meeting minutes shall include the documentation of issues discussed, assignment of action items, due dates, and solutions to issues.

G. CONSULTANT shall maintain all Stop Notices and Preliminary 20-Day Notices submitted by contractors. CONSULTANT shall provide copies of all the notices to SGVCOG within five (5) calendar days after receipt of such notices.

**2.14 Traffic Control and Traffic Handling Plans:** CONSULTANT shall review traffic control and traffic handling plans prepared by the Construction Contractor prior to forwarding them to the local agencies for approval. CONSULTANT shall be responsible for coordination with the local agencies to resolve any technical issues delaying the local agency review process.

**2.15 Survey Support (QA):** CONSULTANT shall monitor the Construction Contractor's compliance with surveying requirements (especially pre-placement surveys). CONSULTANT shall verify the Construction Contractor's layouts and controls, spot check reference points and finished work, and monitor settlement or movement of existing facilities, if required. Construction control survey points will be provided and CONSULTANT will be responsible for providing quality assurance of the Construction Contractor's work. CONSULTANT may also be required to provide initial layout in the event of pre-construction utility relocations are required by various utility companies are needed.

**2.16 Railroad Force Account:** SGVCOG shall coordinate railroad force account activity required for the project. CONSULTANT shall be required to record force account work, including crew size, equipment and materials, and use that data to review UPRR bills to ensure that charges are appropriate.

**2.17 Public Affairs:** As requested, CONSULTANT shall provide assistance to SGVCOG for community outreach activities related to construction activity as needed in concert with our existing community outreach consultants.

**2.18 Document Control:** CONSULTANT shall adhere to the Document Control Procedures and processes established in the RE Manual. CONSULTANT shall maintain hard-copy files and a Procore Construction Management software based correspondence control register for all documents including correspondence, contract drawings, RFI's, submittals, standard forms and reports.

**2.19 Contractor Insurance:** SGVCOG shall receive and evaluate the Construction Contractor's initial certificates of insurance. Prior to construction NTP, the files will be turned over to CONSULTANT who will be responsible for tracking the policies, ensuring policies are renewed.

**2.20 Labor Compliance and SBE Monitoring:** SGVCOG shall be responsible for performing the bulk of the labor compliance and SBE monitoring. The Construction Contractor and subcontractors shall submit the certified payrolls and other required reports directly to SGVCOG. CONSULTANT shall support SGVCOG by coordinating with the Construction Contractor, if needed, to obtain the necessary documents for both labor compliance and SBE compliance reports. CONSULTANT shall be knowledgeable about the Contractor's SBE program, and the scope of work for each SBE subcontractor. CONSULTANT shall monitor the job progress to ensure that the SBEs are actually performing the work in their scope.

**2.21 Cost Engineering/Estimating:** CONSULTANT shall provide SGVCOG with cost engineering support in the areas of budget control, construction cost forecasting, progress payment processing, change and claim analysis, and trend / variance analysis.

**2.22 As-Built Drawings:** CONSULTANT shall ensure that the Construction Contractor maintains as-built drawings in accordance with the contract requirements and that they are complete. CONSULTANT shall maintain its own documentation and

tracking of all design changes. CONSULTANT shall review and approve the Construction Contractor's as-built drawings.

**2.23 Contract Closeout:** CONSULTANT shall expedite the Contract Closeout process, which controls the physical and contractual completion of the contract. This shall include:

- a) Orderly transfer of key records and electronic and hard copy documents;
- b) Final inspection, testing, and release of the facility or system for occupancy or operation;
- c) Resolution of outstanding contractual issues, changes, claims, and deficiency reports;
- d) Assessment of liquidated damages;
- e) Final payment processing;
- f) Preparation and transfer of as-built contract specifications and drawings as well as field records to appropriate agency for centralized storage and protection; and
- g) Preparation and transfer of Project Closeout Exhibits from Chapter 17 of the Caltrans Local Assistance Procedures Manual.

**2.24 Special Work Assignments:** As specifically directed by SGVCOG, CONSULTANT may be required to perform special work assignments. The budget under this task will be used only upon CONSULTANT's written authorization and will be tracked separately with proper documentation of the effort required to complete the special work assignment. CONSULTANT shall prepare a scope and its associated cost and obtain SGVCOG's written approval prior to commencement of any special work assignment task.

## CONSTRUCTION MANAGEMENT SERVICES CONSULTANT DELIVERABLES

<b>CONSTRUCTION PHASE</b>	<input type="checkbox"/> Inspector's Daily Reports <input type="checkbox"/> Progress Schedule and Payments <input type="checkbox"/> Work Project Reports <input type="checkbox"/> Quarterly SBE Payment Report <input type="checkbox"/> CCOs, RFIs, RFCs etc. <input type="checkbox"/> Job Photos and Progress Reports <input type="checkbox"/> Monthly in-house update to As-Built Schedule <input type="checkbox"/> All documentation will be maintained at the project job site office and will be submitted after the Post Construction Phase
<b>POST-CONSTRUCTION PHASE</b>	<input type="checkbox"/> Deliver bound and indexed project documentation <input type="checkbox"/> Indexed Materials Certificates <input type="checkbox"/> "As-Built" Schedule <input type="checkbox"/> "As-Built" Plans and Specifications <input type="checkbox"/> Project Completion Report <input type="checkbox"/> Final Payment Report <input type="checkbox"/> Final Quarterly SBE Payment Report <input type="checkbox"/> Chapter 17 LAPM Exhibits

**SUMMARY OF COST BY TASK**

March 25, 2020

**TOTAL BY TASK****TASK 2 - Construction and Post-Construction**

	<b>LABOR</b>	<b>ODC</b>	<b>TOTAL</b>
AECOM	\$ 6,160,949.74	\$ 203,706.50	\$ 6,364,656.24
RT Engineering & Associates, Inc.	\$ 633,649.30	\$ 57.50	\$ 633,706.80
Sequoia Consultants	\$ 753,808.14	\$ 240,000.00	\$ 993,808.14
Coast Surveying, Inc.	\$ 78,743.69	\$ -	\$ 78,743.69
Twinning, Inc.	\$ 134,909.40	\$ 18,340.00	\$ 153,249.40
Sub-Total Task 2	\$ 7,762,060.26	\$ 462,104.00	\$ 8,224,164.26
Special Work Assignment (Prior Authorization Required)			\$ 200,000.00
		<b>Total Task 2</b>	\$ 8,424,164.26

**AECOM**  
 Construction Management Services for Montebello Blvd Grade Separation Project  
**Labor Dollars Calculation**  
 March 25, 2020

**LABOR COST ALLOCATION BY DOLLAR**

PRIME CONSULTANT	FIRM	Apr 2020-Mar 2021			Apr 2021-Mar 2022			Apr 2022-Mar 2023			Apr 2023-Mar 2024			Apr 2024-Mar 2025			ESTIMATED TOTAL LABOR COSTS			
		PERSON HOURS	BILLING RATE	TOTAL DOLLARS	PERSON HOURS	BILLING RATE	TOTAL DOLLARS	PERSON HOURS	BILLING RATE	TOTAL DOLLARS	PERSON HOURS	BILLING RATE	TOTAL DOLLARS	PERSON HOURS	BILLING RATE	TOTAL DOLLARS	PRIME Consultant	DBE Subconsultant	Other Subconsultant	TOTAL
Project Manager	AECOM	219.00	\$257.35	\$56,359.65	201.60	\$257.35	\$51,881.76	201.60	\$265.07	\$53,438.11	201.60	\$273.02	\$55,040.83	33.60	\$281.21	\$9,448.66	\$226,169			\$226,169
Project Mgmt Support	AECOM	34.00	\$140.08	\$4,762.72		\$140.08			\$144.28			\$148.61		33.60	\$153.07	\$5,143.15	\$9,906			\$9,906
Resident Engineer	AECOM	882.00	\$225.51	\$198,899.82	2016.00	\$225.51	\$454,628.16	2016.00	\$232.28	\$468,276.48	2016.00	\$239.25	\$482,328.00	168.00	\$246.43	\$41,400.24	\$1,645,533			\$1,645,533
Structure Representative	AECOM	352.80	\$204.61	\$72,186.41	630.00	\$204.61	\$128,904.30	1008.00	\$210.75	\$212,436.00	252.00	\$217.07	\$54,701.64		\$223.58		\$468,228			\$468,228
Office Engineer	AECOM	504.00	\$108.76	\$54,815.04	2016.00	\$108.76	\$219,260.16	2016.00	\$112.02	\$225,832.32	2016.00	\$115.38	\$232,606.08	336.00	\$118.84	\$39,930.24	\$772,444			\$772,444
Mechanical/Electrical Inspector *	AECOM	126.00	\$122.25	\$15,403.50	100.80	\$122.25	\$12,322.80	403.20	\$125.91	\$50,766.91	756.00	\$129.69	\$98,045.64		\$133.58		\$176,539			\$176,539
Track Inspector *	AECOM		\$141.31		504.00	\$141.31	\$71,220.24	504.00	\$145.55	\$73,357.20		\$149.91			\$154.41		\$144,577			\$144,577
Safety Officer	AECOM	126.00	\$130.79	\$16,479.54	504.00	\$130.79	\$65,918.16	504.00	\$134.72	\$67,898.88	420.00	\$138.76	\$58,279.20		\$142.92		\$208,576			\$208,576
Document Control	AECOM		\$84.30			\$84.30			\$86.83			\$89.44			\$92.12					
Civil Inspector *	AECOM	630.00	\$184.98	\$116,537.40	2016.00	\$184.98	\$372,919.68	2016.00	\$190.53	\$384,108.48	1848.00	\$196.25	\$362,670.00		\$202.13		\$1,236,236			\$1,236,236
Source Inspector	AECOM		\$154.08		50.40	\$154.08	\$7,765.63	50.40	\$158.70	\$7,998.48		\$163.46			\$168.36		\$15,764			\$15,764
Scheduler 1	AECOM	403.20	\$211.94	\$85,454.21	201.60	\$211.94	\$42,727.10	201.60	\$218.30	\$44,009.28	201.60	\$224.85	\$45,329.76		\$231.59		\$217,520			\$217,520
Scheduler 2	AECOM		\$138.06		504.00	\$138.06	\$69,582.24	504.00	\$142.20	\$71,668.80	504.00	\$146.47	\$73,820.88		\$150.86		\$215,072			\$215,072
Claims Support	AECOM		\$206.25			\$206.25			\$212.44		151.20	\$218.81	\$33,084.07		\$225.38		\$33,084			\$33,084
Cost Estimator	AECOM	176.40	\$195.49	\$34,484.44	201.60	\$195.49	\$39,410.78	201.60	\$201.36	\$40,594.18	151.20	\$207.40	\$31,358.88		\$213.62		\$145,848			\$145,848
Assistant Resident Engineer	AECOM	504.00	\$130.59	\$65,817.36	2016.00	\$130.59	\$263,269.44	2016.00	\$134.51	\$271,172.16	1680.00	\$138.55	\$232,764.00		\$142.70		\$833,023			\$833,023
5% OT (for SR & Inspectors)	AECOM	29.40	\$242.17	\$7,119.77	133.56	\$242.17	\$32,344.09	148.68	\$249.43	\$37,085.55	130.20	\$256.91	\$33,450.20		\$264.62		\$110,000			\$110,000
Constructability Reviewer	RTEA		\$222.80			\$222.80			\$229.48			\$236.37			\$243.46					
Civil Inspector *	RTEA		\$176.83			\$176.83			\$182.13			\$187.59			\$193.22					
Utility Coordinator	RTEA	252.40	\$176.83	\$44,631.89	403.20	\$176.83	\$71,297.86	403.20	\$182.13	\$73,434.82	168.00	\$187.59	\$31,515.12		\$193.22		\$220,880			\$220,880
Document Control	RTEA	504.00	\$61.89	\$31,192.56	2016.00	\$61.89	\$124,770.24	2016.00	\$63.75	\$128,520.00	2016.00	\$65.66	\$132,370.56	336.00	\$67.63	\$22,723.68	\$439,577			\$439,577
Office Engineer	RTEA		\$103.74			\$103.74			\$106.85			\$110.06			\$113.36					
TBD Inspector	RTEA		\$134.39			\$134.39			\$138.42			\$142.57			\$146.85					
QC Manager	Sequoia		\$287.52		49.50	\$287.52	\$14,232.24	34.50	\$296.14	\$10,216.83		\$305.02			\$314.18		\$24,449			\$24,449
Staff Engineer	Sequoia		\$105.64		100.00	\$105.64	\$10,564.00	71.00	\$108.81	\$7,725.51		\$112.08			\$115.44		\$18,290			\$18,290
Material Technicians	Sequoia		\$109.85		3411.50	\$109.85	\$374,753.28	2388.50	\$113.14	\$270,234.89		\$116.54			\$120.03		\$644,988			\$644,988
Coring Technicians	Sequoia																			
Source Inspectors	Sequoia		\$118.53		141.00	\$118.53	\$16,712.73	99.00	\$122.08	\$12,085.92		\$125.75			\$129.52		\$28,799			\$28,799
Special Inspectors	Sequoia		\$113.94		141.00	\$113.94	\$16,065.54	99.00	\$117.35	\$11,617.65		\$120.87			\$124.50		\$27,683			\$27,683
NDT Inspectors	Sequoia		\$118.53		47.00	\$118.53	\$5,570.91	33.00	\$122.08	\$4,028.64		\$125.75			\$129.52		\$9,600			\$9,600
Survey Manager	Coast	6.00	\$174.12	\$1,044.72	10.00	\$174.12	\$1,741.20	4.00	\$179.35	\$717.40	4.00	\$184.73	\$738.92		\$190.27		\$4,242.24			\$4,242.24
Survey Coordinator	Coast	16.00	\$138.56	\$2,216.96	60.00	\$138.56	\$8,313.60	20.00	\$142.71	\$2,854.20	4.00	\$146.99	\$587.96		\$151.40		\$13,972.72			\$13,973
Project Surveyor	Coast	4.00	\$140.83	\$563.32		\$140.83			\$145.06		4.00	\$149.41	\$597.64		\$153.89		\$1,160.96			\$1,161
Survey Analyst	Coast	32.00	\$107.55	\$3,441.60		\$107.55			\$110.77		32.00	\$114.10	\$3,650.90		\$136.21		\$7,092.50			\$7,093
PLS Party Chief	Coast	32.00	\$140.35	\$4,491.20		\$140.35			\$144.56		32.00	\$148.90	\$4,764.50		\$153.36		\$9,255.70			\$9,256
Certified Party Chief	Coast	20.00	\$138.56	\$2,771.20	92.00	\$138.56	\$12,747.52	32.00	\$142.71	\$4,566.72		\$146.99			\$151.40		\$20,085.44			\$20,085
Party Chief	Coast	4.00	\$133.31	\$533.24	28.00	\$133.31	\$3,732.68	8.00	\$137.31	\$1,098.48		\$141.42			\$145.67		\$5,364.40			\$5,364
Chainman	Coast	56.00	\$124.65	\$6,980.40	120.00	\$124.65	\$14,958.00	40.00	\$128.39	\$5,135.60	32.00	\$132.24	\$4,231.37		\$136.21		\$31,305.37			\$31,305
QA Manager	Twinning	18	\$106.30	\$1,913.40	72.00	\$106.30	\$7,653.60		\$109.48			\$112.77			\$116.15					\$9,567
Soils Technician (Group 1)	Twinning	160	\$111.32	\$17,811.20	640.00	\$111.32	\$71,244.80		\$114.66			\$118.10			\$121.65					\$89,056
Asphalt Technician (Group 1)	Twinning	16	\$111.32	\$1,781.12	64.00	\$111.32	\$7,124.48		\$114.66			\$118.10			\$121.65					\$8,906
Special Inspector	Twinning	16	\$115.47	\$1,847.52	64.00	\$115.47	\$7,390.08		\$118.93			\$122.50			\$126.17					\$9,238
ACI Concrete Technician	Twinning	16	\$111.32	\$1,781.12	64.00	\$111.32	\$7,124.48		\$114.66			\$118.10			\$121.65					\$8,906
Batch Plant Inspector (Group 2)	Twinning	16	\$115.47	\$1,847.52	64.00	\$115.47	\$7,390.08		\$118.93			\$122.50			\$126.17					\$9,238
<b>TOTAL HOURS AND COSTS</b>		<b>5155.20</b>	<b>\$853,168.82</b>		<b>18682.76</b>	<b>\$2,615,541.86</b>		<b>17039.28</b>	<b>\$2,540,879.49</b>		<b>12619.80</b>	<b>\$1,971,936.16</b>		<b>907.20</b>	<b>\$118,645.97</b>		<b>\$6,458,519</b>	<b>\$1,506,744</b>	<b>\$134,909</b>	<b>\$8,100,172</b>

## AECOM

## Construction Management Services for Montebello Blvd Grade Separation Project

## Attachment B: Compensation

March 25, 2020

## Provisional Billing Rate Schedule

POSITION OR CLASSIFICATION	FIRM	April 2020 to March 2021				
		Direct Hourly Rate	OH Multiplier	Hourly Rate + OH	Fixed Fee (9%)	Loaded Rate
Project Manager	AECOM	\$114.08	1.0696	\$236.10	\$21.25	\$257.35
Project Mgmt Support	AECOM	\$55.15	1.3302	\$128.51	\$11.57	\$140.08
Resident Engineer	AECOM	\$99.97	1.0696	\$206.89	\$18.62	\$225.51
Structure Representative	AECOM	\$90.70	1.0696	\$187.71	\$16.89	\$204.61
Office Engineer	AECOM	\$48.21	1.0696	\$99.78	\$8.98	\$108.76
Mechanical/Electrical Inspector *	AECOM	\$54.19	1.0696	\$112.15	\$10.09	\$122.25
Track Inspector *	AECOM	\$62.64	1.0696	\$129.64	\$11.67	\$141.31
Safety Officer	AECOM	\$57.98	1.0696	\$120.00	\$10.80	\$130.79
Document Control	AECOM	\$37.37	1.0696	\$77.34	\$6.96	\$84.30
Civil Inspector *	AECOM	\$82.00	1.0696	\$169.71	\$15.27	\$184.98
Source Inspector*	AECOM	\$68.30	1.0696	\$141.35	\$12.72	\$154.08
Scheduler 1	AECOM	\$93.95	1.0696	\$194.44	\$17.50	\$211.94
Scheduler 2	AECOM	\$61.20	1.0696	\$126.66	\$11.40	\$138.06
Claims Support	AECOM	\$91.43	1.0696	\$189.22	\$17.03	\$206.25
Cost Estimator	AECOM	\$86.66	1.0696	\$179.35	\$16.14	\$195.49
Assistant Resident Engineer	AECOM	\$57.89	1.0696	\$119.81	\$10.78	\$130.59
Constructability Reviewer	RTEA	\$97.34	1.1	\$204.40	\$18.40	\$222.80
Civil Inspector *	RTEA	\$77.25	1.1	\$162.23	\$14.60	\$176.83
Utility Coordinator	RTEA	\$77.25	1.1	\$162.23	\$14.60	\$176.83
Document Control	RTEA	\$27.04	1.1	\$56.78	\$5.11	\$61.89
Office Engineer	RTEA	\$45.32	1.1	\$95.17	\$8.57	\$103.74
TBD Inspector*	RTEA	\$58.71	1.1	\$123.29	\$11.10	\$134.39
QC Manager	Sequoia	\$125.19	1.107	\$263.78	\$23.74	\$287.52
Staff Engineer	Sequoia	\$46.00	1.107	\$96.92	\$8.72	\$105.64
Material Technicians*	Sequoia	\$47.83	1.107	\$100.78	\$9.07	\$109.85
Source Inspectors*	Sequoia	\$51.61	1.107	\$108.74	\$9.79	\$118.53
Special Inspectors*	Sequoia	\$49.61	1.107	\$104.53	\$9.41	\$113.94
NDT Inspectors*	Sequoia	\$51.61	1.107	\$108.74	\$9.79	\$118.53
Survey Manager	Coast	\$68.00	1.3492	\$159.75	\$14.38	\$174.12
Survey Coordinator	Coast	\$54.11	1.3492	\$127.12	\$11.44	\$138.56
Project Surveyor <sup>6</sup>	Coast	\$55.00	1.3492	\$129.21	\$11.63	\$140.83
Survey Analyst <sup>6</sup>	Coast	\$42.00	1.3492	\$98.67	\$8.88	\$107.55
PLS Party Chief*	Coast	\$54.81	1.3492	\$128.76	\$11.59	\$140.35
Certified Party Chief*	Coast	\$54.11	1.3492	\$127.12	\$11.44	\$138.56
Party Chief*	Coast	\$52.06	1.3492	\$122.30	\$11.01	\$133.31
Chainman*	Coast	\$48.68	1.3492	\$114.36	\$10.29	\$124.65
QA Manager	Twinning	\$45.67	1.1353	\$97.52	\$8.78	\$106.30
Soils Technician* (Group 1)	Twinning	\$47.83	1.1353	\$102.13	\$9.19	\$111.32
Asphalt Technician* (Group 1)	Twinning	\$47.83	1.1353	\$102.13	\$9.19	\$111.32
Special Inspector* (Group 2)	Twinning	\$49.61	1.1353	\$105.93	\$9.53	\$115.47
ACI Concrete Technician*	Twinning	\$47.83	1.1353	\$102.13	\$9.19	\$111.32
Batch Plant Inspector* (Group 2)	Twinning	\$49.61	1.1353	\$105.93	\$9.53	\$115.47

**AECOM**  
 Construction Management Services for Montebello Blvd Grade Separation Project  
**Other Direct Cost**  
 March 25, 2020

OTHER DIRECT COST																
FIRM	AECOM			RT Engineering & Associates			Sequoia Consultants			Coast Surveying			Twinning, Inc.			TOTAL
DESCRIPTIONS	Quantity	Unit Cost	Total	Quantity	Unit Cost	Total	Quantity	Unit Cost	Total	Quantity	Unit Cost	Total	Quantity	Unit Cost	Total	
Vehicle Usage <sup>1</sup>	141	\$973	\$136,707						\$0							\$ 136,706.50
Copying & Reproduction <sup>4</sup>	Actual Cost	\$5,000	\$5,000													\$ 5,000.00
Leased Printer/Copier/Scanner/Fax (Monthly)	0	\$300	\$0													\$ -
Field Office Supplies <sup>4</sup>	Actual Cost	\$6,000	\$6,000													\$ 6,000.00
Misc Office Furnishings + Safety Equipments <sup>4</sup>	Actual Cost	\$6,000	\$6,000													\$ 6,000.00
Cameras (2 Digital)	2	\$250	\$500													\$ 500.00
Computers Hardware (5 Units per GP) <sup>2</sup>	0	\$1,000	\$0													\$ -
Computer Networking (Outside Vendor)	0	\$5,000	\$0													\$ -
Computer Software (MS OFFICE & Acrobat) <sup>2</sup>	0	\$300	\$0													\$ -
Computer Software (Procore)	5	\$9,000	\$45,000													\$ 45,000.00
Express Mail Delivery/Courier Services	300	\$15	\$4,500													\$ 4,500.00
Mileage Travel <sup>3</sup>	0	\$0.575	\$0	100	\$0.575	\$58		\$0.575			\$0.575		1	\$0.575		\$ 57.50
Laboratory Testing Schedule <sup>5</sup>							1	LS	\$240,000				1	LS	\$18,340	\$ 258,340.00
<b>TOTAL OTHER DIRECT COSTS</b>			<b>\$203,707</b>			<b>\$58</b>			<b>\$240,000</b>			<b>\$0</b>			<b>\$18,340</b>	<b>\$ 462,104.00</b>

- NOTES:**
1. Vehicle usage for Resident Engineer, Assistant Resident Engineer, Structure Representative and Inspectors; pro-rated by hours worked per month per vehicle.
  2. Computer hardware and software (MS office and Acrobat) are to be provided by the General Contractor.
  3. Current Mileage rate based on IRS 2020 Standard Mileage Rates, will be updated yearly according to the most recent IRS Standard Mileage Rates.
  4. Copying, reproductions, field office supplies, miscellaneous furnishings, and safety equipment will be billed at actual cost. Amounts shown for budget purposes only.
  5. Refer to Sequoia Consultants' and Twinning, Inc's Laboratory Testing Schedules attached.



**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**  
**LIST OF PROPOSED SUBCONTRACTORS**  
**CONSTRUCTION MANAGEMENT SERVICES**  
**FOR**  
**MONTEBELLO BOULEVARD GRADE SEPARATION PROJECT**

<b>NAME OF FIRM</b>	<b>SBE</b>	<b>ADDRESS</b>	<b>WORK TO BE PERFORMED</b>	<b>ESTIMATED DOLLAR PARTICIPATION</b>	<b>PERCENT OF TOTAL CONTRACT VALUE</b>
RT Engineering & Associates	YES	202 E. Airport Dr., #140, San Bernardino, CA 92408	Utility Coordination	\$633,649.30	7.71%
Sequoia Consultants	YES	361 West Grove Ave Orange, CA 92865	Materials Sampling and Testing	\$753,808.14	11.61%
Coast Surveying	YES	15031 Pkwy Loop #B Tustin, CA 92780	Surveying	\$78,743.69	1.08%
Twining, Inc.	NO	2883 East Spring St. #300 Long Beach, CA 90806	Materials Sampling and Testing	\$134,909.26	1.79%



Memo to: Capital Projects and Construction Committee Members & Alternates

From: Mark Christoffels, Chief Engineer

Date: April 27, 2020

SUBJECT: Approval of Selection of Award and Issuance of Task Order No. 1 for Right-of-Way Services to Paragon Partners, LTC for the 57/60 Confluence Project

**RECOMMENDATION:** Staff recommends that the Committee approve the selection of Paragon Partners for right-of-way services for the 57/60 Confluence project, and authorize the Chief Engineer to issue Task Order No. 1 in an amount not to exceed \$755,157.

**BACKGROUND:** Since the formation of the ACE Project the agency has contracted for right-of-way support services, a necessary component of the capital projects program. Approval of right-of-way support services are authorized via annual tasks orders by the former ACE Board, now Capital Projects and Construction Committee, as part of the annual budgeting process.

In 2017, the SGVCOG Governing Board approved expanding the scope of the former ACE Board to become the Capital Projects and Construction Committee (CPCC) and manage a broader portfolio of capital projects, beyond the ACE Program. As a part of that process, it was determined that CPCC would need to issue new solicitations for all ongoing professional services (e.g. public outreach, property acquisition and management, and environmental clearance).

A Request-for-Qualifications (RFQ) was issued in July 2019 seeking a bench of qualified firms to provide as-needed right-of-way support, property acquisition and relocation assistance services for the SGVCOG for all future projects undertaken beyond the current grade separation projects in the ACE program. Based on that RFQ, in October 2019, the CP&C Committee approved the selection and award of On-Call Right of Way Support, Property Acquisition and Relocation Assistance Services Contracts to Paragon Partners, LTD, and HDR Engineering, Inc. (HDR).

In February 2019, Metro entered into an agreement with the SGVCOG to have the SGVCOG provide right of way acquisition and management services, utility relocation work, and construction management services for the 57/60 confluence project. In order to initiate the right of way acquisition services for this project, staff will need right of way support from our on-call consultants. Consistent with our procurement process, a Mini Request for Proposals (RFP) was issued on December 23, 2019 to the pre-selected on-call bench of consultants for right-of-way services for the 57/60 Confluence project.

Responsive proposals were received from both Paragon Partners, LTD and HDR Engineering, Inc. (HDR).

A Technical Evaluation Committee (TEC) consisting of three (3) SGVCOG staff, all with relevant technical qualifications, reviewed the written proposals from both firms and ranked Paragon Partners, LTD as having the most responsive and cost-effective proposal.

Notice of staff's recommendation for approval of task order issuance was sent to Paragon Partners, LTD on February 3, 2020.

It should be noted that since the prospective work to be done under these contracts could include federal funds, the RFP included a 10% DBE goal on the project which Paragon has committed to.

This authorization would also allow a 10% contingency allowance in accordance with normal agency procedures. Any Task Order amount changes from the above figure that exceed the Chief Engineer's authorization will be brought back to the Committee for further consideration and approval.

Since work needed to proceed immediately, a Task Order was executed under the Chief Engineer's authority to proceed in a not to exceed amount of \$250,000. Approval of this Task Order will amend this prior action and increase the amount to a Committee authorization of \$755,157.

**BUDGET IMPACT:** This task order is funded under the agreement with Metro for the 57/60 Confluence project.

**ATTACHMENTS:**

- Agreement No. 19-02B with Paragon Partners, LTD for as needed right of way support services
- Task Order No. 1

**AGREEMENT NO. 19-02B  
AS NEEDED R/W SUPPORT, PROPOERTY ACQUISITION AND RELOCATION  
ASSISTANCE SERVICES**

**BY AND BETWEEN**

**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**

**AND**

**PARAGON PARTNERS LTD.**

**DATED:**

**November 12, 2019**

**AGREEMENT FOR AS NEEDED R/W SUPPORT, PROPERTY ACQUISITION AND  
RELOCATION ASSISTANCE SERVICES**

**BY AND BETWEEN**

**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**

**AND**

**PARAGON PARTNERS LTD.**

This AGREEMENT FOR AS NEEDED R/W SUPPORT, PROPOERTY ACQUISITION AND RELOCATION ASSISTANCE SERVICES BY AND BETWEEN THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS AND PARAGON PARTNERS LTD. (the "AGREEMENT"), is made and entered into effective as of November 12, 2019, by and between the San Gabriel Valley Council of Governments (the "SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS") AND PARAGON PARTNERS LTD. (the "FIRM").

**SECTION 1. TERM OF AGREEMENT.**

The term of this Agreement shall commence on the 12<sup>th</sup> day of November 2019, and shall terminate on the 11<sup>th</sup> day of November 2022, unless terminated earlier as set forth herein.

This Agreement may be mutually extended on a year-by-year basis, for up to two (2) additional years, at the sole discretion of the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, based, at a minimum, upon satisfactory performance of all aspects of this Agreement. This Agreement may be amended by mutual agreement of the Parties. Such amendments shall only be effective if incorporated in written amendments to this Agreement and executed by duly authorized representatives of the Parties.

**SECTION 2. SUBCONTRACTORS.**

FIRM shall perform the services contemplated under this AGREEMENT using the resources available within its own organization and any subcontractors that have been authorized, in writing, by the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS. Substitution of subcontractors must be approved, in writing, by the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS. Any subcontract with a value in excess of TWENTY-FIVE THOUSAND DOLLARS (\$25,000) that is executed by FIRM in connection with this AGREEMENT shall contain all of the provisions of this AGREEMENT that are stipulated herein to be applicable to subcontractors.

**SECTION 3. SCOPE OF SERVICES; TASK ORDERS.**

(a) EXHIBIT A describes the total SCOPE OF SERVICES that the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS expects to assign to FIRM over the term of the AGREEMENT. Individual TASK ORDERS, each covering a part of the total SCOPE OF SERVICES, will be issued to FIRM based on the adopted annual budget. FIRM is only authorized to undertake services as described in each individual TASK ORDER. It is understood and agreed that the total SCOPE OF SERVICES is only an estimate and that the actual services collectively required of FIRM through individual TASK ORDERS may be less than the SCOPE OF SERVICES. Further, it is understood and agreed that the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS makes no guarantee, either express or implied, as to the actual services that will be authorized under this AGREEMENT.

(b) When the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS determines that a TASK ORDER is required, the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS will request that FIRM prepare a draft TASK ORDER identifying the services to be performed, deliverables, period of performance, proposed not-to-exceed budget, and other items, as appropriate. FIRM shall provide the draft TASK ORDER to the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS which shall review and draft TASK ORDER and negotiate its contents with FIRM. After agreement is reached regarding all items in the TASK ORDER it shall be signed by representatives of both the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS and FIRM.

(c) FIRM shall not undertake any work associated with a specific TASK ORDER prior to the date of commencement shown in an approved TASK ORDER as approved by the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS and signed by representatives of the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS and FIRM.

(d) The period of performance for each TASK ORDER will be in accord with the dates specified in the TASK ORDER. No TASK ORDER will be written which extends beyond the term of this AGREEMENT as specified in SECTION 1 and any TASK ORDER which extends beyond the term of this AGREEMENT will not be valid.

(e) Upon execution of a TASK ORDER by the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS and FIRM, the TASK ORDER shall be incorporated into and made part of this AGREEMENT.

**SECTION 4. ADDITIONAL SERVICES.**

FIRM shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to or outside of those described in SECTION 3 above, unless such additional services are authorized in advance and in writing by the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS. FIRM shall be compensated for any such additional authorized services in the amounts and in the manner agreed to in writing by the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS.

## **SECTION 5. COMPENSATION AND METHOD OF PAYMENT.**

(a) FIRM shall be paid for its services in accordance with the hourly rates contained in EXHIBIT B "COMPENSATION." EXHIBIT B identifies billing rates by specific individuals. FIRM may add or delete named individuals from EXHIBIT B only by written agreement by both parties to this AGREEMENT. Except as shown in EXHIBIT B, FIRM shall be reimbursed without markup for the cost of all reasonable business expenses (e.g. telephone charges, expert witnesses, service of process, etc.) that have been incurred in performing the services covered by this AGREEMENT and that can be supported by documentation acceptable to the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS and its funding sources.

(b) The total not-to-exceed budget for all services associated with a specific TASK ORDER shall be identified in said TASK ORDER. Notwithstanding an established not-to-exceed budget, FIRM shall only incur such costs as are reasonable and necessary and in the best interests of the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS. If at any time FIRM estimates the cost of performing the services described in any Task Order will exceed the budget for such services in said TASK ORDER, FIRM shall notify the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS immediately in writing indicating the estimated amount necessary to complete the services. Any such estimates made by FIRM are estimates only, and such estimates are not guarantees that the task can be completed for the estimated amount. Any costs incurred by FIRM in excess of the aforesaid not-to-exceed budget without the express written consent of the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS shall be at FIRM's own risk.

(c) As soon as practical after the first day of each calendar month, FIRM shall furnish to the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS an original invoice. The invoice shall identify all compensation due FIRM by the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS and all compensation shall be calculated in accordance with the rates contained in EXHIBIT B. The SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS shall use its best efforts to pay the amount invoiced in full within thirty (30) days after receipt of invoice.

(d) The SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS shall independently review each invoice submitted by the FIRM to determine if said invoice is in compliance with all provisions of this AGREEMENT. All FIRM costs and expenses and any subcontractor costs and expenses must be in accord with the Contract Cost Principles and Procedures of the Federal Acquisition Regulation, 48 CFR Part 31 et seq. (the "FAR"), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 49 CFR Part 18, the travel and subsistence rates authorized under the U.S. General Services Administration and the Los Angeles County Metropolitan Transportation Authority's (MTA's) Proposition A & C Local Return Guidelines. Any costs and expenses for which payment has been made to FIRM and/or FIRM's subcontractors that are determined by subsequent audit to be unallowable are subject to repayment by FIRM and/or FIRM's subcontractors to the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS. The eligibility

requirements for subcontractor cost and expenses, as described in this SECTION 5(e), must be contained in all subcontracts of FIRM. Further, all subcontracts of FIRM must include a provision mandating reimbursement to the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS for any costs for which payment has been made that are determined to be unallowable by subsequent audit.

(e) In the event the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS disputes any costs or expenses in any invoice, the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS shall notify FIRM within thirty (30) days of receipt by the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS of said invoice. The SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS shall process the undisputed portion of said invoice. FIRM shall correct and resubmit any properly disputed portions of said invoice.

(f) Payment to FIRM for services performed pursuant to this AGREEMENT shall not be deemed to waive any deficiencies in services performed by FIRM.

(g) The SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS has adopted a prompt payment policy to ensure that prompt payments are made to all lower tier subcontractors. In accord with this policy, FIRM agrees to make payment to each of its subcontractors for work that is satisfactorily performed no later than ten (10) calendar days after FIRM receives payment from the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS for the work of FIRM's subcontractors. FIRM further agrees to pay each of its subcontractors all retained funds within thirty (30) days after each subcontractor's work is satisfactorily completed and a final invoice is submitted to FIRM; provided, however, that FIRM may withhold any retainage payments associated with invoice items that are in dispute and nothing in this provision is intended to require FIRM to make any payment to FIRM's subcontractors prior to FIRM's actual receipt of payment from the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS. The prompt payment provisions of this paragraph shall be included in all of the FIRM's subcontract agreements.

(h) Any subcontractor of FIRM that receives a late payment because of FIRM's failure to comply with the prompt payment policy of the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS may bill FIRM for interest on the full amount of any late payment at the rate of two percent (2%) per month, with no compounding. Interest payments are an unallowable cost under this AGREEMENT and will not be reimbursed by the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS. Repeated and persistent failures by FIRM to comply with the prompt payment policy of the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS will be considered a material failure to comply with the term of this AGREEMENT and may result in the FIRM being in default under SECTION 23.

## **SECTION 6. DEFICIENT SERVICES.**

FIRM represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this AGREEMENT. FIRM



shall at all times competently, and, consistent with its ability, experience and talents, perform all services described herein. In meeting its obligations under this AGREEMENT, FIRM shall employ, at a minimum, generally accepted standards and practices utilized by other firms engaged in providing services similar to those required of FIRM under this AGREEMENT. The SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS may disapprove services that do not conform to these standards and practices and may withhold or deny compensation for deficient services. Upon disapproval of services by the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, FIRM shall immediately re-perform, at its own costs, the services that are deficient. The SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS must notify FIRM in writing of the existence of such deficient services within a reasonable time, not to exceed sixty (60) days after its discovery thereof, but in no event later than one (1) year after the completion of such deficient services. No approval, disapproval, or omission to provide approval or disapproval shall release FIRM from any responsibility under this AGREEMENT.

## **SECTION 7. CORRESPONDENCE AND OWNERSHIP OF DOCUMENTS.**

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by FIRM in the course of providing any services pursuant to this AGREEMENT shall be the sole property of the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS and may not be used, reused or otherwise disposed of by the FIRM without the permission of the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS. Upon satisfactory completion of, or in the event of expiration, termination, suspension, or abandonment of this AGREEMENT, FIRM shall turn over to the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS all such maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents which FIRM may have temporarily retained for use by FIRM staff. With respect to computer files, FIRM shall make available to the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, upon reasonable written request by the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

FIRM may, from time to time, seek the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS's approval to use pre-existing FIRM materials, the use of which will reduce costs to the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS but which will not become the property of the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS.

FIRM shall provide copies of all pleadings and all relevant correspondence, as appropriate, to the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS.

**SECTION 8. BOOKS AND RECORDS.**

(a) FIRM shall maintain any and all documents and records demonstrating or relating to FIRM's performance of services pursuant to this AGREEMENT. FIRM shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS pursuant to this AGREEMENT. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by FIRM pursuant to this AGREEMENT. Any and all such documents or records shall be maintained for not less than four (4) years from the date of final payment made in accordance with this AGREEMENT and to the extent required by laws relating to audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this SECTION 8 shall be made available for inspection, audit and copying, at any time during regular business hours, upon written request by the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS or its designated representatives or representatives of any government entity, including the Federal Highway Administration and Caltrans, that are providing funding to the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, if a portion of such funding is used to compensate FIRM hereunder. Copies of such documents or records shall be provided directly to the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, as requested, for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at FIRM's address indicated for receipt of notices in this AGREEMENT.

(c) Where the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS has reason to believe that any of the documents or records required to be maintained pursuant to this SECTION 8 may be lost or discarded due to dissolution or termination of FIRM's business, the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS may, by written request, require that custody of such documents or records be given to the requesting party and that such documents and records be maintained by the requesting party. Access to such documents and records shall be granted to the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS and to its successors-in-interest and authorized representatives.

**SECTION 9. STATUS OF FIRM.**

(a) FIRM is and shall at all times remain a wholly independent entity and not an officer, employee or agent of the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS. FIRM shall have no authority to bind the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, whether by contract or otherwise, unless such authority is expressly conferred under this AGREEMENT or is otherwise expressly conferred in writing by the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS.

(b) The personnel performing the services under this AGREEMENT on behalf of FIRM shall at all times be under FIRM's exclusive direction and control. Neither the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, nor any of its elected or appointed boards, officers, officials, employees or agents, shall have control over the conduct of FIRM or any of FIRM's officers, employees or agents, except as set forth in this AGREEMENT. Except as authorized by this AGREEMENT, or the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, FIRM shall not at any time or in any manner represent that the FIRM or any of FIRM's officers, employees or agents are in any manner officials, officers, employees or agents of the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS.

(c) Neither FIRM, nor any of FIRM's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS's employees. FIRM expressly waives any claim FIRM may have to any such rights.

**SECTION 10. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.**

FIRM shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this AGREEMENT. FIRM shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this AGREEMENT. Neither the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, nor any of its elected or appointed boards, officers, officials, employees or agents, shall be liable, at law or in equity, as a result of any failure of FIRM to comply with this SECTION 10.

**SECTION 11. FAIR EMPLOYMENT PRACTICES.**

(a) In the performance of this AGREEMENT, FIRM will not discriminate against any employee because of race, color, sex, religion, national origin, age, ancestry, pregnancy, disability, sexual orientation, medical condition or marital status and shall comply with the provisions of the State Fair Employment Practices Act as set forth in Part 4.5 of the Division 2 of the California Labor Code; the Federal Civil Rights Act of 1964, and all amendments thereto; Executive Order No. 11246; and all administrative rules and regulations issued pursuant to such acts and order. FIRM will take affirmative action to ensure that employees are treated during employment without regard to their race, sex, actual or perceived sexual orientation, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. FIRM shall post in conspicuous places, available to employees for employment, notices provided by state and federal agencies regarding fair employment practices.

(b) FIRM will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by representatives of

any agency designated by State of California to investigate or ascertain compliance with this SECTION 11 of this AGREEMENT. This SECTION 11 is subject to California law protecting the rights of privacy of the FIRM's employees, agents and clients.

(c) Remedies for willful violation:

(1) The SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS may determine a willful violation of the fair employment provision of this AGREEMENT to have occurred upon receipt of a final judgment to that effect from a court in an action to which FIRM was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that FIRM has violated the Fair Employment Practices Act and has issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.

(2) For willful violation of the fair employment provision of this AGREEMENT, the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS shall have the right to terminate this AGREEMENT, either in whole or in part, or any loss or damage sustained by the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS in securing the good or services described herein shall be borne by and paid for by FIRM and the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS may deduct from any monies due or that thereafter may become due to the FIRM, the difference between the price named in the AGREEMENT and the actual cost thereof to the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS to cure FIRM's breach of this AGREEMENT.

**SECTION 12. NON-DISCRIMINATION ASSURANCES.**

(a) FIRM hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d – 42 U.S.C. 20002d-4 (the "ACT"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Part 26.13, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964" (the "REGULATIONS"), the Federal-Aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the ACT, REGULATIONS, and other pertinent directives, no person in the United States shall, on the basis of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity of FIRM under this AGREEMENT. FIRM hereby gives assurance that FIRM and subcontractors will promptly take any measures necessary to effectuate this SECTION 12. Failure by the FIRM to carry out these requirements is a material breach of the AGREEMENT which may result in termination of the AGREEMENT or such other actions in accordance with SECTION 23.

(b) FIRM, without limiting the above general assurance, hereby gives the following specific assurances:

(1) FIRM agrees that each "program" and each "facility" as defined in subsections 21.23 (e) and 21.23 (b) of the REGULATIONS will be conducted or will be operated in compliance with all requirements imposed by, or pursuant to, the REGULATIONS.

(2) FIRM agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the ACT, the REGULATIONS, and this AGREEMENT.

(3) FIRM shall provide for such methods of administering its obligations under the AGREEMENT as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that FIRM and its agents, subcontractors, and successors in interest will comply with all requirements imposed by, or pursuant to the ACT, the REGULATIONS, and this AGREEMENT.

**SECTION 13. UNAUTHORIZED ALIENS.**

FIRM hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and, in connection therewith, shall not employ unauthorized aliens as defined therein. Should FIRM so employ such unauthorized aliens for the performance of work and/or services covered by this AGREEMENT, and should any liability or sanctions be imposed against the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS for such use of unauthorized aliens, FIRM hereby agrees to and shall reimburse the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS in connection therewith.

**SECTION 14. CONFLICTS OF INTEREST.**

(a) FIRM covenants that neither it, nor any of its officers or principals has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS or which would in any way hinder FIRM's performance of services under this AGREEMENT. FIRM further covenants that in the performance of this AGREEMENT, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS. FIRM agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS in the performance of this AGREEMENT.

(b) The SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS reserves the right to request additional information regarding possible conflicts of interest at any time during the term of this AGREEMENT. Further, conflict of interest considerations may result in limitations on the amount or type of work assignments provided to FIRM.

(c) To avoid conflict of interest concerns and to avoid the release of confidential negotiation information, the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS will not provide a waiver to FIRM to enable FIRM to represent property holders opposing the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS either during the term of this AGREEMENT or for five years after the termination of this AGREEMENT.

**SECTION 15. DEBARMENT AND SUSPENSION CERTIFICATION.**

(a) The FIRM's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California that the FIRM has complied with Title 49 Code of Federal Regulations, Part 29, Debarment and Suspension Certificate, which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS.

(b) Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining FIRM's responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

**SECTION 16. PROHIBITION OF EXPENDING LOCAL AGENCY, STATE OR FEDERAL FUNDS FOR LOBBYING.**

(a) The FIRM certifies to the best of his or her knowledge and belief that:

(1) No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on-behalf of the FIRM 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 or 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.

(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 FIRM shall complete and submit

Standard Form-LLL, "Disclosure Form to Report Lobbying." in accordance with its instructions.

(b) 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.

(c) The FIRM also agrees that 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 \$10,000, and that all such sub recipients shall certify and disclose accordingly.

**SECTION 17. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.**

(a) All information gained or work products produced by FIRM in performance of this AGREEMENT shall be considered confidential, unless such information is in the public domain or already known to FIRM. FIRM shall not release or disclose any such information or work products to persons or entities other than the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS without prior written authorization from THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, except as may be required by law.

(b) FIRM, its officers, employees, agents or subcontractors shall not, without prior written authorization from the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this AGREEMENT. Response to a subpoena or court order shall not be considered "voluntary" provided FIRM gives the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS notice of such court order or subpoena.

(c) If FIRM, or any officer, employee, agent or subcontractor of FIRM, provides any information or work product in violation of this AGREEMENT, then the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS shall have the right to reimbursement and indemnity from FIRM for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of FIRM's conduct.

(d) FIRM shall promptly notify the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS should FIRM, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this AGREEMENT and the work performed there under. The SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS retains the right, but has no obligation, to represent FIRM or be present at any deposition, hearing or similar proceeding. FIRM agrees to

cooperate fully with the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS and to provide the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS with the opportunity to review any response to discovery requests provided by FIRM. However, this right to review any such response does not imply or mean the right by the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS to control, direct, or rewrite said response.

## **SECTION 18. INDEMNIFICATION.**

(a) The SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, the San Gabriel Valley Council of Governments, and their respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "INDEMNITEES") shall have no liability to FIRM or any other person for, and FIRM shall indemnify, defend, protect and hold harmless INDEMNITEES from and against, any and all losses, liabilities, claims, actions, demands, detriments, penalties, charges, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, reasonable attorneys' fees and disbursements (collectively "CLAIMS"), which INDEMNITEES may suffer or incur or to which INDEMNITEES may become subject by reason of or arising out of any injury to or death of any person(s) (including, but not limited to, employees, subcontractors, agents, and invitees of FIRM, the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, or any other person to whom a duty of care is owed), damage to or destruction of property, loss of use of property, economic loss of third parties or otherwise relating to, occurring as a result of, or allegedly caused during the term of this AGREEMENT by the FIRM's negligent performance of or negligent failure to perform any services under this AGREEMENT or by the negligent or willful acts or omissions of FIRM, its agents, officers, directors or employees, committed in performing any of the services under this AGREEMENT.

(b) If any action or proceeding is brought against INDEMNITEES by reason of any of the matters against which FIRM has agreed to indemnify INDEMNITEES as provided above, FIRM, upon notice from the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, shall defend INDEMNITEES at its expense by counsel acceptable to the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, such acceptance not to be unreasonably withheld. INDEMNITEES need not have first paid for any of the matters to which INDEMNITEES are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by FIRM under SECTION 19 shall be used to ensure FIRM's obligations under this SECTION 18. FIRM's liabilities and obligations arising under this SECTION 18 shall be limited to the coverage provided by the individual insurance that FIRM obtains and/or maintains in order to satisfy the requirements of SECTION 19 following. The provisions of this SECTION 18 shall survive the expiration or earlier termination of this AGREEMENT.

(c) The provisions of this SECTION 18 do not apply to CLAIMS occurring to the extent of the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS's negligence or willful acts or omissions. The provisions of this SECTION 18 do not apply to CLAIMS resulting from FIRM's non-negligent performance of directives given by the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS.



## **SECTION 19. INSURANCE.**

FIRM agrees to obtain and maintain in full force and effect during the term of this AGREEMENT the insurance policies set forth in EXHIBIT "C", "INSURANCE" and made a part of this AGREEMENT. All insurance policies shall be subject to approval by the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS as to form and content. The insurance policy requirements as set forth in EXHIBIT "C" are subject to amendment or waiver if so approved in writing by the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS. FIRM agrees to provide the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS with certificates evidencing the required policies, upon request.

## **SECTION 20. ASSIGNMENT.**

The expertise and experience of FIRM are material considerations for this AGREEMENT. The SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon FIRM under this AGREEMENT. In recognition of that interest, FIRM shall not assign or transfer any portion of this AGREEMENT or the performance of any of FIRM's duties or obligations under this AGREEMENT without the prior written consent of the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this AGREEMENT entitling the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS to any and all remedies at law or equity, including summary termination of this AGREEMENT.

## **SECTION 21. CONTINUITY OF PERSONNEL.**

FIRM may not replace key staff, set forth in FIRM's Proposal, and included as EXHIBIT "D", "KEY PERSONNEL", attached hereto, unless their employment is terminated or their replacement is agreed upon by the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS. The SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS must approve replacement staff before the replacement staff is assigned to perform services under this AGREEMENT. The SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS reserves the right to request that FIRM replace a staff person assigned to perform services under this AGREEMENT in the event the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, in its sole discretion, determines such a replacement is necessary. Replacement staff in every case is subject to the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS's approval prior to assignment to perform services under this AGREEMENT.

## **SECTION 22. TERMINATION OF AGREEMENT.**

(a) The SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS may terminate this AGREEMENT, with or without cause, at any time by giving thirty (30) days written notice of termination to FIRM. In the event such notice is given, FIRM shall cease immediately all work in progress.

(b) If FIRM is in default under this AGREEMENT, then, in addition to any other remedies, the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS may terminate this AGREEMENT immediately upon written notice.

(c) Upon termination of this AGREEMENT by the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, all property belonging to the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, which is in FIRM's possession, shall be returned to the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, as appropriate. FIRM shall furnish to the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, a final invoice for work performed and expenses incurred by FIRM, prepared as set forth in SECTION 5 of this AGREEMENT. This final invoice shall be reviewed and paid in the same manner as set forth in SECTION 5 of this AGREEMENT.

**SECTION 23. DEFAULT.**

If either FIRM or the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS fails to perform any material obligation under this AGREEMENT, the non-breaching party shall notify the breaching party in writing. Within thirty (30) days of receipt of such written notice, the breaching party shall commence curing such breach and shall diligently pursue such cure to completion. If the breaching party fails to diligently pursue such a cure to completion, the breaching party shall be in default under the terms of this AGREEMENT. In the event that FIRM is in default, the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS shall not have any obligation or duty to continue compensating FIRM for any services performed after the date of default, and the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, without limiting any other legal or equitable remedies available to it, shall be entitled to withhold from FIRM amounts unpaid hereunder and to offset such amounts against damages or losses incurred by the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, including increased costs of services.

**SECTION 24. TIME IS OF THE ESSENCE.**

Time is of the essence in the performance of this AGREEMENT.

**SECTION 25. EXCUSABLE DELAYS.**

Firm shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of FIRM. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this AGREEMENT shall be equitably adjusted for any delays due to such causes.

**SECTION 26. NOTICES.**

All notices required or permitted to be given under this AGREEMENT shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS:  
Chief Engineer  
San Gabriel Valley Council of Governments  
4900 Rivergrade Road, A120  
Irwindale, CA 91706

To FIRM:  
PARAGON PARTNERS LTD.  
Neilia LaValle, President & CEO  
5660 Katella Avenue  
Suite 100  
Cypress, CA 90630

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service or, if via overnight delivery, on the date one (1) day after deposit of same to overnight delivery service.

**SECTION 27. AUTHORITY TO EXECUTE.**

The person or persons executing this AGREEMENT on behalf of FIRM warrants and represents that he/she/they has/have the authority to execute this AGREEMENT on behalf of his/her/their FIRM and warrants and represents that he/she/they has/have the authority to bind FIRM to the performance of its obligations hereunder.

**SECTION 28. BINDING EFFECT.**

This AGREEMENT shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

**SECTION 29. MODIFICATION OF AGREEMENT.**

No amendment to or modification of this AGREEMENT shall be valid unless made in writing and approved by the FIRM and by the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

**SECTION 30. WAIVER.**

Waiver by any party to this AGREEMENT of any term, condition, or covenant of this AGREEMENT shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any default of the provisions of this AGREEMENT shall not constitute a waiver of any other provision, nor a waiver of any subsequent default or violation of any provision of this AGREEMENT. Acceptance by the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS of any work or services by FIRM shall not constitute a waiver of any of the provisions of this AGREEMENT.

**SECTION 31. LAW TO GOVERN; VENUE.**

This AGREEMENT shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles.

**SECTION 32. ATTORNEYS FEES, COSTS AND EXPENSES.**

In the event litigation or other proceeding is required to enforce or interpret any provision of this AGREEMENT, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

**SECTION 33. DISADVANTAGED BUSINESS ENTERPRISE (DBE) RACE NEUTRAL PARTICIPATION.**

Not used

**SECTION 34. ENTIRE AGREEMENT.**

This AGREEMENT, including the attached EXHIBITS "A" through "F", is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreement or understandings, whether oral or written, or entered into between FIRM and the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, prior to the execution of this AGREEMENT. No statements, representations or other agreements, whether oral or written, made by any party, which are not embodied herein shall be valid and binding. No amendment to this AGREEMENT shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

**SECTION 35. SEVERABILITY.**

If any term, condition or covenant of this AGREEMENT is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this AGREEMENT shall not be affected thereby and the AGREEMENT shall be read and construed without the invalid, void or unenforceable provisions.

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

**FIRM            PARAGON PARTNERS LTD.**

By:           Milia Lavalle          

Title:           President & CEO          

Date:           11/20/2019          

**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**

By:           Mark Christoffels          

Title:           Chief Engineer          

Date:           11/20/2019          

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Counsel to SAN GABRIEL VALLEY  
COUNCIL OF GOVERNMENTS

## **EXHIBIT A "SCOPE OF SERVICES"**

### **Background**

Consultant shall provide right of way project delivery services, including acquisition and negotiation, relocation assistance, appraisal and appraisal review, title and escrow, environmental inspection and reporting and other right of way services. It is the intent of the Agency to have a selected consultant assigned to an individual project and provide all right of way services related to that project. Individual project durations may be from six months to five years.

Consultant must conduct all right of way activities in accordance with Caltrans Right of Way Manual and Local Assistance Procedures Manual, Chapter 13 "Right of Way". The Caltrans Manuals can be found on Caltrans' website at:

- Caltrans Local Assistance Procedures Manual, Chapter 13 "Right of Way" - <http://www.dot.ca.gov/hq/LocalPrograms/lam/lapm.htm>
- Caltrans Right of Way Manual – <http://www.dot.ca.gov/hq/row/rowman/manual/index.htm>

### **1. Acquisition and Negotiation**

The Consultant shall provide acquisition and negotiation-related services on behalf of the SGVCOG which may include, but are not limited to the following:

- A. Study and familiarize itself with the SGVCOG's Plans, Specifications and Engineering documents of each project when assigned.
- B. Prepare and develop a Real Estate Acquisition and Management Plan, which will encompass all phases or work necessary for the acquisition and delivery of right of way. Consultant shall coordinate with and support the SGVCOG's consultant firms for services normally associated with the delivery of right of way delivery services.
- C. Ensure establishment of just compensation by the SGVCOG prior to initiation of negotiations. Prepare and develop the Informational Letter and Offer Letter, which includes a Summary Statement and deliver those letters to property owners upon review and approval of the SGVCOG.
- D. Meet personally with each property owner to inform him or her of the SGVCOG's right of way acquisition process. Should Consultant discover facts which were not recognized in the Offer of Just Compensation, the Consultant shall immediately notify SGVCOG staff

who will evaluate and give full consideration to those items prior to continuation of negotiations.

The Consultant does not have the authority to negotiate for the SGVCOG but shall assist the SGVCOG in negotiations when requested and shall maintain a Record of Negotiations documenting all elements of the acquisition process and transactions were performed in accordance with applicable federal, state and local laws and regulations.

- E. Prepare all applicable forms, secure grantor's approval and signature and submit the forms to SGVCOG for review and acceptance.
- F. Establish and maintain an acquisition file for each property owner or property interest acquired, such as diary entries including confirmation of delivering Title VI information, and maintenance of a file checklist pursuant to SGVCOG specifications. Subsequent to SGVCOG approvals, prepare Administrative Settlements that are reasonable and in the public interest.
- G. Meet with SGVCOG staff and/or other consultants regarding proposed projects to identify acquisition issues, budget and schedules.
- H. Attend meetings, make public presentations to individuals and organizations, and represent the SGVCOG in presentations and public hearings on matters pertaining to the acquisition process.
- I. Provide a written summary for each parcel acquisition on a monthly basis, or as directed by SGVCOG staff.
- J. Secure Right of Entry Agreements, licenses or permits from property owners for purposes of performing hazardous waste, archaeological and other inspections as required.
- K. Develop and maintain an escrow schedule; deliver documents and checks to escrow companies; review all documents for submission and delivery to escrow companies; review title and escrow documents; ensure that the SGVCOG is acquiring good title and/or the property rights needed for the completion of the project, free and clear of any and all encumbrances that may affect or hinder the development of future construction; coordinate escrow closings and file all applicable forms and documents with the County Assessor's office. Expedious acquisition within 30-days of approved appraisal.
- L. Provide SGVCOG with the original acquisition file for future audit purposes upon completion of the acquisition process for each property interest, or at project completion. Consultant shall be available as needed for audit purposes.

- M. Provide required information to SGVCOG for preparation of Board of Directors Agenda items, Staff Reports and public hearing notices as required for approval of acquisition terms.
- N. Perform additional required procedures and processes to implement the acquisition assignment and provide supporting information and/or correspondence required by the SGVCOG.
- O. Provide expert witness testimony in any court or administrative proceeding as requested by SGVCOG. Property Acquisition legal services will be provided for under a separate contract.
- P. Maintain complete files for each parcel.

Acquisition Consultants must possess:

- Real Estate Broker's or Salesperson's License (when under the direct supervision of a Real Estate Broker) as issued by the CA Department of Real Estate (required by law).
- Minimum two (2) years' experience in the acquisition of rights for eminent domain purposes.
- Knowledge of the Uniform Relocation and Real Property Acquisition Policies Act and state Eminent Domain Law.

## **2. Relocation Assistance**

The Consultant shall provide relocation assistance on behalf of the SGVCOG which may include, but are not limited to, the following:

- A. Perform all relocation assistance services in accordance with the Uniform Relocation and Real Property Acquisition Policies Act; the California Relocation Assistance and Real Property Acquisition Guidelines; the SGVCOG Policies and Procedures, and any other applicable regulations.
- B. Prepare a Relocation Plan as required.
- C. Meet with SGVCOG staff regarding the specific relocation assignment or work program should relocation assistance be required.
- D. Meet personally with each prospective displacee to ascertain the nature and scope of relocation assistance required, inform displacee's of their rights, and explain the relocation process.



- E. Determine each displacee's eligibility for relocation assistance; prepare an estimated timeline for relocation, and prepare an estimate of the amount of relocation benefits to which each displacee is eligible.
- F. Prepare all applicable claim forms, secure claimant's signatures on claim forms, and submit forms to the SGVCOG for review, acceptance and payment.
- G. Conduct appropriate searches for relocation replacement sites and provide relocation site referrals to displacees.
- H. Personally inspect replacement dwellings and/or buildings and sites to determine if they meet decent, safe and sanitary regulatory requirements.
- I. Advise displacees of available economic assistance and social services; and provide displacees with referrals to organizations, social service agencies and community organizations for assistance.
- J. Provide displacees with ongoing advisory services to minimize hardship due to relocation.
- K. Maintain files for each displacee, provide SGVCOG with monthly status report as required, and submit completed files to SGVCOG when displacee has received final payment.
- L. Perform other procedures and processes to implement the relocation assignment and provide supporting information and correspondence required by the SGVCOG.

Relocation Consultants should possess:

- Minimum two (2) years' experience at the working level providing relocation assistance to public agencies.
- Knowledge of the Uniform Relocation and Real Property Acquisition Policies Act and state eminent domain Law.

### **3. Appraisal and Appraisal Review**

The Consultant shall provide acquisition and negotiation-related services on behalf of the SGVCOG which may include, but are not limited to, the following:

- A. Maintain a list of appraisers and review appraisers who are qualified, by experience, required licenses or certification, to prepare appraisals and appraisal reviews. Consultant's list of appraisers and review appraisers shall be large enough to enable Consultant to deliver assignments in time to meet the overall project delivery schedule.

Consultant shall be responsible for managing and monitoring the appraisers to ensure timely delivery.

- B. Meet with SGVCOG staff to determine the scope of the assignment.
- C. Meet with the appraisers and review appraisers to ensure they understand the appraisal assignment.

Exercise reasonable diligence in obtaining cost-effective appraisals and review appraisals. Consultant shall bid the appraisal and appraisals reviews, and/or use other means in order to provide the SGVCOG with cost-effective products. Methods shall be approved by SGVCOG.

Ensure appraisals and appraisal reviews meet all appropriate state and federal laws, regulations, rules and other requirements.

- D. Prepare a Determination of Just Compensation or similar document, based upon information provided by the appraisal and appraisal review for SGVCOG's approval.
- E. Ensure all appraisals contain minimum recognized standards for public acquisition (Zoning, Property Rights to be acquired, Highest and Best Use Analysis, Comparables, Improvements Acquired, Damages, Cost to Cure, etc). Ensure all appraisals contain Appraiser and Review Appraiser Certificates.

Appraisers are required to possess:

- Appraisal license as issued by the CA Office of Real Estate Appraisers in accordance to the degree, complexity and value of the appraisal required (Residential, Certified Residential, and Certified General).
- Minimum two (2) years' experience of appraisal of rights for eminent domain purposes.
- Successful completion of a course in appraisal of partial acquisitions for public agencies.
- Knowledge of the Uniform Relocation and Real Property Acquisition Policies Act and state eminent domain Law.

Review Appraisers are required to possess:

- Certified Residential License for any 1-4 family property without regard to transaction value or complexity and nonresidential property with transaction value up to \$250,000, **or** Certified General License for real estate without regard to transaction value or complexity.
- Minimum two (2) years' experience in reviewing appraisals for eminent domain purposes.

- Knowledge of the Uniform Relocation and Real Property Acquisition Policies Act and state eminent domain Law.

#### **4. Title and Escrow**

The Consultant shall provide title and escrow services on behalf of the SGVCOG which may include, but are not limited to, the following:

- A. Maintain a list of title and escrow companies to provide title and escrow services necessary for the acquisition of real property. Consultant shall provide a schedule of costs for these services, which include, but are not limited to, preliminary title reports, litigation guarantees, policies of title, title searches, document searches, document preparation, estimates of closing costs, escrow instructions, and other documents.
- B. Deliver all necessary documents to the title and escrow companies and be responsible for the preparation and completion of said documents. Consultant shall be responsible for managing and monitoring the title and escrow companies to ensure timely delivery.

#### **5. Environmental Inspection and Reporting**

The Consultant shall provide environmental inspection and reporting services on behalf of the SGVCOG which may include, but are not limited to, the following:

- A. Maintain a list of environmental consultants who are qualified, by experience and legally required license or certification, to prepare and perform inspections and reports related to determination of hazardous materials or other environmental contaminants affecting property to be acquired by the SGVCOG. Consultant shall have a list of environmental consultants that is sufficiently large in number to enable Consultant to deliver assignments in time to meet the overall project delivery schedule. The Consultant shall be responsible for managing and monitoring the environmental consultant to ensure timely delivery.
- B. Meet with SGVCOG staff to determine the scope of the assignments. Consultant shall meet with the environmental consultants to ensure they understand the scope of the assignment. Assignments may include field inspections and surveys, Phase I and Phase II reports, field testing and sampling, estimate of clean ups, and similar environmental work.
- C. Exercise diligence in obtaining cost-effective investigations and reports. Consultant shall bid the assignments, or use other means in order to provide the SGVCOG with cost-effective products.

- D. Ensure that the delivered assignments meet all appropriate local, state and federal laws, regulations, rules and other requirements.

## **6. Regulatory Approval or Certification**

Consultant shall prepare and submit any approval, certification or other similar document that any jurisdictional agency may require, and obtain approval/acceptance from said jurisdictional agency.

## **7. Document Control**

Consultant shall maintain files in accordance with SGVCOG's filing formats and process. Working files shall be kept with the consultant with scanned copies sent to the SGVCOG's assigned project manager. All original final documents related to an individual property acquisition shall be delivered to SGVCOG document control personnel upon recordation of the easement or grant deed documents.

## **8. Utility Relocations**

Consultant shall assist SGVCOG staff in determining the validity of utility claimed prior rights for utility relocation work identified by SGVCOG. Consultant shall provide utility "Title Experts".

## **9. Property Management/Maintenance**

Consultant shall bid out in accordance with SGVCOG policies, or maintain approved on call contracts, to include but not be limited to, Fencing, Paint & Anti-Graffiti, Security & Board-ups, and Mechanical, Plumbing & Electrical services

## **10. Deliverables**

Consultant shall provide a monthly status report on all current projects.

**\*END OF SCOPE OF SERVICES\***

**EXHIBIT B  
"COMPENSATION"**

Rate Sheet for Labor Classifications:

Classification / Position	Fully Burdened Rate
Corporate Broker/Project Manager	\$251.35
Property Manager	\$189.49
Railroad Manager	\$167.21
Acquisition Manager 1	\$167.21
Acquisition Manager 2	\$158.84
Acquisition Manager 3	\$140.59
Principal Acquisition Agent 1	\$122.60
Principal Acquisition Agent 2	\$113.70
Senior Acquisition Agent 1	\$111.47
Senior Acquisition Agent 2	\$94.76
Senior Acquisition Agent 3	\$83.60
Relocation Manager	\$111.47
Principal Relocation Agent	\$105.88
Senior Relocation Agent 1	\$94.76
Senior Relocation Agent 2	\$89.17
Relocation Agent	\$83.60
Senior Property Management Agent	\$113.70
Property Management Agent 1	\$84.21
Property Management Agent 2	\$72.45
Title Manager	\$144.90
Title Supervisor	\$97.54
Senior Title Agent 1	\$105.88
Senior Title Agent 2	\$78.02
Project Controls Manager	\$125.08
Project Controls Specialist	\$100.32
Senior Project Coordinator 1	\$89.17
Senior Project Coordinator 2	\$84.21
Project Coordinator 1	\$72.45
Project Coordinator 2	\$64.64
Project Coordinator 3	\$47.53
Administrative Support	\$51.01
GIS Manager	\$122.60
CADD Mapping/GIS Specialist	\$80.27
Database Administrator	\$92.51

**DRA Associates**

Principal/Community Outreach Manager	\$220.55
Senior Relocation Agent 1	\$153.15
Senior Relocation Agent 2	\$151.86
Senior Relocation Agent 3	\$82.11
Relocation Agent 1	\$88.35
Relocation Agent 2	\$77.31
Relocation Agent 3	\$74.55
Relocation Agent 4	\$68.45
Relocation Agent 5	\$64.88

**Monument Inc.**

Project Director	\$249.87
Project Manager	\$183.25

Classification / Position	Fully Burdened Rate
Senior Acquisition/Relocation Agent 1	\$115.50
Senior Acquisition/Relocation Agent 2	\$103.95
Project Coordinator	\$88.20

The above hourly rates will have annual cost of living adjustments of three (3%).

**LIST OTHER DIRECT COSTS AND EXPENSES BELOW:**

ITEMS/EXPENSES	
Mileage	At IRS Reimbursement
Postage/Overnight Delivery	At Cost
Printing	At Cost
Map & Document Copies	At Cost
Telephone/FAX	At Cost
Miscellaneous Project Related Expenses	At Cost

**EXHIBIT C**  
**"INSURANCE"**

- A. Automobile Liability Insurance in the amount of \$1,000,000 for bodily injury and property damage.
- B. Worker's Compensation insurance as required by the Labor Code of the State of California and Employer's Liability insurance with limits of \$1,000,000 per accident.
- C. General Liability insurance with coverage of \$2,000,000 per occurrence and \$4,000,000 in the aggregate.
- D. Professional Liability (malpractice) insurance with coverage of \$2,000,000 per occurrence and \$2,000,000 in the aggregate.

**EXHIBIT D  
"KEY PERSONNEL"**

Key Personnel are as follows (list names):

<b>Name:</b>	<b>Position or Classification:</b>
Mark Mendoza	Project Manager
Dan Atkins	Acquisition Manager
Del Richardson	Community Outreach Manager
Isaac Diaz	Relocation Manager
Philip Bonina	Property Manager



**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**

**TASK ORDER**

**57/60 CONFLUENCE  
RIGHT OF WAY SUPPORT SERVICES**

<b>CONSULTANT:</b> Paragon Partners Ltd.	<b>AGREEMENT NO.:</b> 19-02B	<b>TASK ORDER NO.:</b> 1
		<b>REVISION NO.:</b> 1

<b>TASK ORDER TITLE:</b>	Right of Way Support Services for the 57/60 Confluence Project
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<b>EFFECTIVE DATE OF THIS TASK ORDER:</b> April 27, 2020	<b>TASK ORDER VALUE:</b> \$755,157.00
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<b>CONTACT:</b> Neilia LaValle	<b>TELEPHONE:</b> (714) 379-3376
<b>FACSIMILE:</b> (714) 373-1234	<b>EMAIL:</b> <a href="mailto:neilia@paragon-partners.com">neilia@paragon-partners.com</a>
<b>ADDRESS:</b> 5660 Katella Avenue, Suite 100, Cypress, CA 90630	

**1. SCOPE OF SERVICES: UNCHANGED BY THIS REVISION NO. 1**

**2. COMPENSATION: CHANGED BY THIS REVISION NO. 1**

The total amount payable to CONSULTANT under this TASK ORDER NO. 1 shall not exceed: Seven hundred fifty-five thousand one-hundred fifty-seven dollars (\$755,157.00), as per Attachment "B" (Consultant's cost proposal), and as defined in further detail in SECTION 5 (COMPENSATION AND METHOD OF PAYMENT) and Exhibit "B" (COMPENSATION) of the AGREEMENT.

<b>TASK ORDER</b>	<b>AMOUNT</b>
Task Order No. 1	\$250,000.00
<b>Task Order No. 1, Revision No. 1</b>	<b>\$505,157.00</b>
<b>TOTAL TASK ORDER NO. 1 NTE VALUE:</b>	<b>\$755,157.00</b>

**3. SUBCONTRACTORS: UNCHANGED BY THIS REVISION NO. 1**

**4. KEY PERSONNEL: UNCHANGED BY THIS REVISION NO. 1**

5. **DBE GOAL: UNCHANGED BY THIS REVISION NO. 1**

6. **PERIOD OF PERFORMANCE: UNCHANGED BY THIS REVISION NO. 1**

All other terms and conditions of this AGREEMENT NO. 19-02B remains unchanged.

In witness whereof, this TASK ORDER NO. 1, REVISION 1 has been executed under the provisions of AGREEMENT NO. 19-02B between SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS and the above named CONSULTANT. By signature below, the parties hereto agree that all terms and conditions of this TASK ORDER NO. 1, REVISION 1 and AGREEMENT NO. 19-02B shall be in full force and effect.

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**CONSULTANT:**

**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**

Authorized  
Signature: \_\_\_\_\_

Authorized  
Signature: \_\_\_\_\_

Print Name: Neilia LaValle

Print Name: Mark Christoffels

Print Title: President & CEO

Print Title: Chief Engineer

# FEE PROPOSAL

Paragon Partners, Ltd.

SR 57/SR 60 Confluence Project Right of Way Support Services

1/17/2020

Cost Proposal

	Name	Mark Mendoza	Phillip Bonina	Jennifer Goralski	Mike Boss	Brett Brown	Kavita Morad	Bob Perham	Dan Akins	Amanda Duncan	David Cuadras	Thi Le	Rose McQuoid	Subconsultant Fees		FEES
	Classification	Project Manager	Property Manager	Project Controls Mgr.	Title Manager	Title Supervisor	Database Admin.	GIS Manager	Acqu. Manager	Principal Acq. Agent	Sr. Acq. Agent	Project Coordinator	Admin Support			
Project Tasks	Contract Rates	\$ 251.35	\$ 189.49	\$ 100.34	\$ 144.90	\$ 97.54	\$ 92.51	\$ 122.60	\$ 140.59	\$ 133.76	\$ 94.76	\$ 72.45	\$ 51.01			
Kick off Meeting		2	2	2		2	2	2	2	2	2	2	2			\$ 2,693
Project Development Team (PDT) Meetings		80		80								80	40			\$ 35,972
Internal Team Meetings		52	52	52	26	26			52	52	52	52	8			\$ 57,814
Value Analysis		80	80	80								24				\$ 45,033
Secure Open Space Replacement Property		100	60	100				60				60				\$ 58,241
Title Services (PTR's and Litigation Guarantees)		20		20	16	40						20		\$ 16,401.00		\$ 31,104
Review Plat Maps and Legal Descriptions		10		10	8	24										\$ 7,017
Environmental Services		40	12	40								24		\$ 25,760.00		\$ 43,840
Appraisals		24		52								52		\$ 77,550.00		\$ 92,567
Appraisal Reviews		16		25								25		\$ 36,630.00		\$ 44,971
Document Preparation (Offer Purchase Package, Contracts/Agreements, Conveyance Instrument, et. al)		24	24	48					24	24	24	24	40			\$ 28,034
Acquisition/Negotiations		120	80	160					250	200	200					\$ 142,227
Escrow Coordination		20		52								52	24			\$ 15,236
Condemnation Support		40	24													\$ 14,602
Right of Way Certification		60	40	35								48				\$ 29,650
Interim Property Management/Const. Support		180	188	40						100						\$ 98,257
<b>Total Hours</b>		<b>868</b>	<b>562</b>	<b>796</b>	<b>50</b>	<b>92</b>	<b>2</b>	<b>62</b>	<b>328</b>	<b>378</b>	<b>278</b>	<b>463</b>	<b>114</b>		<b>SUB TOTAL</b>	<b>\$ 747,259</b>
<b>Other Direct Costs:</b>																
Postage																\$ 425
Mileage																\$ 7,473
															<b>GRAND TOTAL</b>	<b>\$ 755,157</b>
<b>Assumptions:</b>	1) Right of Way fees are based on a 13 month Right of Way Acquisition Schedule. 2) Acquisition services will be required for 17 parcels as identified in the Right of Way drawings provided. 3) 4 parcels will require a Litigation Guarantee based on insurance of up to \$500,000. 4) No relocation assistance or planning will be required. 5) Agency will be responsible for escrow fees. 6) Plat maps and legal descriptions will be provided by Agency. 7) Phase I Environmental Site Assessments will be performed for all permanent easements. 8) Utility coordination will be provided by others. 9) Fee quoted do not include any Loss of Goodwill valuation. 10) Fees for construction support have been provided for 36 months.															



**MEMO TO:** Capital Projects & Construction Committee Members and Alternates

**FROM:** Mark Christoffels, Chief Engineer

**DATE:** April 27, 2020

**SUBJECT:** Approval of First Amendment to Fiscal Year '20 Annual Task Order No. 2 with Burke, Williams & Sorensen for Property Acquisition Legal Services for the Montebello Blvd., Fullerton Rd., and Durfee Ave. Grade Separation Projects.

**RECOMMENDATION:** Staff recommends that the Committee authorize the Chief Engineer to execute a First Amendment to FY 20 Annual Task Order No. 2 with Burke, Williams & Sorensen for property acquisition legal services for the Montebello Blvd., Fullerton Road, and Durfee Ave Grade Separation Projects in the amount of \$353,000.

**BACKGROUND:** Each year concurrent with the approval of the annual budget, staff brings to the Committee for approval annual task orders for consultants that provide ongoing support services. These include legal services, public outreach, right of way services and property management, financial audit services, risk management, environmental services, and legislative representation.

For FY20, the Committee approved \$567,000 for Burke, Williams & Sorensen for property acquisition legal services related for the Montebello, Fullerton, and Durfee Grade Separation Projects. This amount was based on an assumption that a certain number of required acquisitions would proceed to eminent domain and timing of the resulting court filings. Thereafter in order to meet required California Transportation Commission funding deadlines, the Montebello Grade Separation Project was placed on an accelerated schedule, which resulted in many properties having to be acquired through the adoptions of Resolutions of Necessity. Burke, Williams & Sorensen have been handling these property acquisitions and staff seeks to continue their services on existing property acquisitions and the related court filings to complete these transactions.

As a result of these accelerated filings, the FY '20 approved annual task order amount will be insufficient to cover these completion expenses. A separate a breakdown of additional expenses anticipated through the end of this fiscal year has been provided as an attorney/client confidential document. The total amount of such additional expenses is approximately \$500,000. With \$147,000 remaining in the current authorization, an additional \$353,000 will need to be authorized to secure these needed services and maintain the project schedule.

This authorization would also allow a 10% contingency allowance in accordance with normal agency procedures. Any changes from the above figure due to additional legal services that exceed the Chief Engineer's authorization will be brought back to the Committee for further consideration and approval.

**BUDGET IMPACT:** Funding for these property acquisition costs were anticipated and included in the overall project budget. Originally staff anticipated these costs would be incurred over a

longer period of time. The proposed amendment only accelerates these expenditures, but does not result in an overall cost increase to the project.

**ATTACHMENT:**

- Task Order No. 2 for property acquisition legal services

**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS  
GENERAL COUNSEL & PROPERTY ACQUISITION LEGAL SERVICES**

**TASK ORDER FOR  
PROPERTY ACQUISITION LEGAL SERVICES**

FIRM:	Burke, Williams & Sorensen, LLP	Agreement No.: 09-02
Contact:	Gregory M. Murphy	Task Order No: 02
Telephone:	(213) 236-2835	Revision No.: 19
Address:	444 S. Flower St., Suite 2400 Los Angeles, CA 90071-2953	Effective Date of this Task Order: April 27, 2020
Email:	<a href="mailto:gmurphy@bwslaw.com">gmurphy@bwslaw.com</a>	

**1. TASK ORDER TITLE – UNCHANGED BY THIS REVISION 19**

Property Acquisition Legal Services

**2. SCOPE OF SERVICES –CHANGED BY THIS REVISION 19**

See Attachment.

**3. PERIOD OF PERFORMANCE – UNCHANGED BY THIS REVISION 19**

Work shall expire on June 30, 2020.

**4. COST – CHANGED BY THIS REVISION 19**

The total amount payable under this Task Order, inclusive of all Revisions, up to and including this Revision No. 18, shall not exceed: **Seven Million Five Hundred Sixty-Eight Thousand Five Hundred and 00/100's Dollars (\$7,568,500.00)**, in accordance with SECTION 5 (COMPENSATION AND METHOD OF PAYMENT) and Property Acquisition Legal Services Billing Categories and Rates contained in EXHIBIT "B" (COMPENSATION) of the AGREEMENT.

PREVIOUS TASK ORDER NO. 2 BALANCE	\$7,215,500.00
<b>THIS TASK ORDER NO. 02, REV. 19</b>	<b>\$353,000.00</b>
<b>TOTAL REVISED TASK ORDER NO. 2 AMOUNT</b>	<b>\$7,568,500.00</b>

**5. EXHIBIT "B" (COMPENSATION) – UNCHANGED BY THIS REVISION NO. 19**

**5.1 SUBCONSULTANTS - UNCHANGED BY THIS REVISION 19**

**6. DBE GOALS – UNCHANGED BY THIS REVISION 19**

There are no DBE goals for this contract.

In witness whereof, this Task Order has been executed under the provisions of AGREEMENT No. 09-02 between the SAN GABRIEL VALLY COUNCIL OF GOVERNMENTS and the above named FIRM. By signature below, the parties hereto agree that all terms and conditions of this Task Order, as revised by Revision Numbers 1 through 18 and this Revision No. 19 and AGREEMENT No. 09-02 shall be in full force and effect.

---

**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS:**

**FIRM: BURKE, WILLIAMS & SORENSEN, LLP**

Authorized Signature: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Print Name: Mark Christoffels

Print Name: Gregory M. Murphy

Print Title: Chief Engineer

Print Title: Partner

## **“SCOPE OF SERVICES”**

### **PROPERTY ACQUISITION LEGAL SERVICES**

The FIRM shall provide all legal services required by the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS (SGVCOG) for its work on the ACE Project in connection with the acquisition or disposal of property or property rights for parcels assigned to FIRM by SGVCOG, such legal services to include, but not be limited to, the following:

- (a) Providing all support required by the SGVCOG staff in the preparation of all notices, agenda materials, and supporting information for the resolutions of necessity that will be considered by the SGVCOG Capital Projects and Construction Committee in preparing these materials, coordination will be necessary with the staff of the SGVCOG’s Property Acquisition and Relocation Assistance Services consultant(s);
- (b) Attendance at and participation in public hearings in connection with resolutions of necessity including briefings of members of the SGVCOG Capital Projects and Construction Committee during closed session;
- (c) All filings and appearances associated with orders or possession;
- (d) If the representatives of the SGVCOG’s Property Acquisition and Relocation Assistance Services consultant(s) are unable to successfully negotiate a property acquisition resulting in a resolution of necessity, responsibility for continuing the negotiations as legal activities commence will shift to the FIRM; the FIRM will be expected to continue to interface with the SGVCOG’s Property Acquisition and Relocation Assistance Services consultant(s), as appropriate, and re-involve the SGVCOG’s Property Acquisition and Relocation Assistance Services consultant(s) staff to the extent appropriate in the ongoing negotiations;
- (e) The FIRM will prepare all contract materials in connection with the acquisition of any of the parcels for which the FIRM has been assigned responsibility;
- (f) The FIRM will be responsible for all aspects of any litigation that is necessary for any of the parcels for which the FIRM has been assigned responsibility; and
- (g) The FIRM will be expected to work under the general direction of SGVCOG and to maintain a proper and professional relationship with the SGVCOG so that all legal services provided will be well coordinated, consistent in approach and properly organized to serve the best interest of the ACE Project.
- (h) The FIRM will be expected to identify its general property acquisition efforts and the specific property acquisition matters associated with an eminent domain matter



separately on its invoices. The FIRM will coordinate the format of its invoices with the ACE CONSTRUCTION AUTHORITY's Finance Department.

**EXHIBIT "B"**  
**COMPENSATION**

A. Hourly Rates for Legal Personnel:

PROPERTY ACQUISITION LEGAL SERVICES	RATE
Partner/Sr. Associate/Of Counsel	\$300
Associate	\$250
Law Clerk/Paralegal	\$135

Notes:

- 1) It is expected that the distribution of effort for both General Counsel Legal Services, Property Acquisition Legal Services for Simple Cases, and the Property Acquisition Legal Services for Complex Cases will be as consistent as possible with the distribution of effort for the three areas contained in Burke, Williams & Sorensen's proposal to the ACE Construction Authority dated March 12, 2009.
- 2) Rates may be adjusted on an annual basis, and the annual adjustment shall not exceed five percent (5%) per billing category.

B. Standard Charges:

No markup will be allowed on any authorized Other Direct Costs, including subconsultants.



**MEMO TO:** Capital Projects and Construction Committee Members & Alternates

**FROM:** Mark Christoffels, Chief Engineer

**DATE:** April 27, 2020

**SUBJECT:** Approval of a Waterline Relocation Agreement with Montebello Land and Water Company for the Montebello Boulevard Grade Separation Project

**RECOMMENDATION:** Staff recommends that the Committee authorize the Chief Engineer to execute a Waterline Relocation Agreement with Montebello Land and Water Company (MLWC) for the design and inspection of private water facilities as part of the Montebello Boulevard grade separation project in a not to exceed amount of \$300,000.

**BACKGROUND:** As part of the Design and Construction of grade separation projects, the utility system's customer laterals become impacted by the lowering of the adjacent streets. The MLWC owns water lines within the footprint of the project and several of the affected customer service water lines must be relocated in order to maintain service to the various customers.

MLWC has submitted to SGVCOG their estimate for the design and inspection of the relocation work to be paid for by SGVCOG. Staff has reviewed the supporting documents and believes it is reasonable to reimburse MLWC for the support cost, as requested. The amount that SGVCOG would be responsible for, including contingency, is estimated at \$300,000.00, but reimbursement to MLWC will be based on actual expenses incurred. To insure SGVCOG does not over compensate MLWC, the Waterline Relocation Agreement gives SGVCOG the right to audit and verify the actual costs associated with this work.

Since work needed to proceed immediately with design, an agreement was executed under the Chief Engineer's authority to proceed in a not to exceed amount of \$250,000. Approval of this agreement will amend this prior action and increase the amount to a Committee authorization of \$300,000.

**BUDGET IMPACT:** Funding for the MLWC relocation work is budgeted and will be paid using Measure R funds.

**ATTACHMENT:**

- Agreement for relocation of waterlines in conjunction with the Montebello Boulevard Grade Separation Project

**AGREEMENT FOR RELOCATION OF WATERLINES FOR FACILITIES OWNED AND OPERATED BY THE MONTEBELLO LAND AND WATER COMPANY TO BE DONE IN CONJUNCTION WITH SAN GABRIEL VALLEY COUNCIL OF GOVERNMENT'S MONTEBELLO BOULEVARD GRADE SEPARATION PROJECT**

**THIS AGREEMENT** is entered into on \_\_\_\_\_, 2019 by and between the **SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**, a joint powers agency ("SGVCOG"), and **MONTEBELLO LAND AND WATER COMPANY**, a California corporation operating as a mutual water company, ("MLWC")

Whereas MLWC is a mutual water company providing potable and recycled water service to its shareholders and customers within its boundaries, which encompass portions of the City of Montebello.

Whereas the Montebello Boulevard Grade Separation Project being designed and constructed by SGVCOG calls for constructing a roadway underpass with sidewalk and bike lanes and railroad bridge at the railroad crossing on Montebello Boulevard (referred to herein as the "Project").

Whereas MLWC maintains potable water transmission and distribution lines in the vicinity of the Project, portions of which must be relocated in order to permit construction of the Project.

Whereas MLWC has asserted that it has established prior rights in portions of the Project area affected by SGVCOG's Project, that the relocation of these potable water lines are not subject to relocation under any other law or agreement and that the costs of those relocations shall be paid for by SGVCOG in accordance with the provisions of this Agreement.

Whereas SGVCOG and MLWC (referred to herein as the "Parties"), desire to enter into an agreement to define the responsibilities and terms under which the affected potable water lines are relocated by SGVCOG as part of the Project.

Now therefore the Parties agree as follows:

**1. DESCRIPTION OF WORK:**

1.1 The relocation work (hereinafter, the "Relocation Work") shall be as described in Exhibit "A", attached hereto and incorporated herein by reference.

**2. PREPARATION OF PLANS:**

2.1 MLWC will prepare, in coordination with SGVCOG, detailed plans, specifications,

bid quantities and cost estimates for the Relocation Work identified in Exhibit "A". MLWC will submit preliminary and final plans to SGVCOG for review and comment, to confirm consistency with the Project construction work being performed by SGVCOG.

- 2.2 Upon approval of plans by MLWC and SGVCOG, MLWC shall promptly provide SGVCOG with a set of plans signed by MLWC's Engineer or his/her designated agent and SGVCOG will incorporate the relocation plans into the bid documents for SGVCOG's Project. Relocation plans and quantities will be incorporated into the base bid. SGVCOG shall provide MLWC and its Engineer with all information required for the preparation of those plans and MLWC will thereafter provide the signed plans in a timely manner so not to affect SGVCOG's Bid date.
- 2.3 MLWC shall execute the Caltrans approved Utility Agreement No. Montebello209-MLWC, identified as Exhibit "B" and submit to SGVCOG, in a timely and diligent manner, in compliance with the Federal funding requirements, should Federal funds be awarded to this project. The execution of this agreement and its approval by Caltrans must be obtained prior to advertisement of Bid of the Relocation Work identified in Exhibit "A".
- 2.4 SGVCOG shall reimburse MLWC for all verifiable costs associated with the preparation of detailed plans, specifications, bid quantities and cost estimates for the Relocation Work identified in Exhibit "A".

3. **CONSTRUCTION:**

- 3.1 At no cost to MLWC, SGVCOG shall provide all necessary contract administration and supervision for the Relocation Work. The Relocation Work will be performed by SGVCOG's contractor for the Project, through a subcontract with a pipeline contractor selected from MLWC's preferred contractor list provided to SGVCOG, at SGVCOG's sole cost and expense.
- 3.2 SGVCOG will furnish a resident engineer to oversee the Relocation Work and MLWC may furnish its own representative for same. Said representative and resident engineer will cooperate and consult with each other, but the decisions of SGVCOG's resident engineer shall remain the sole and primary directive for all construction work. If material changes to the approved plans and specifications will impact the Relocation Work the SGVCOG resident engineer will obtain the MLWC's representative's approval before authorizing said changes.
- 3.3 Prior to MLWC's acceptance of Relocation Work, as completed, under the terms of the SGVCOG Project's construction contract, SGVCOG will confer with MLWC in good faith to obtain MLWC's written concurrence that the work has been completed in substantial conformance with the approved plans and specifications. It is understood that MLWC will not unreasonably withhold such written concurrence which shall constitute MLWC's acceptance of the Relocation Work.

3.4 Following MLWC's concurrence that the Relocation Work has been completed in substantial conformance with the approved plans and specifications, MLWC shall timely accept the Relocation Work in writing by executing a Notice of Completion and Bill of Sale and delivering it to SGVCOG.

4. **COSTS:**

4.1 SGVCOG agrees to reimburse MLWC for all verifiable costs associated with the preparation of detailed plans, specifications, bid quantities and cost estimates for the Relocation Work identified in Exhibit "A". All cost documentation will be subject to audit by SGVCOG and/or its grant funding agencies.

4.2 SGVCOG agrees to assume all financial responsibility for the construction and all incidental costs of the construction of the Relocation Work as defined in Exhibit "A" and in the final plans and specifications approved by MLWC, including MLWC's costs related to overseeing and inspecting the Relocation Work and consulting with SGVCOG to determine that the Relocation Work was completed in substantial conformance with the approved plans and specifications. Following MLWC's approval of the plans and specifications for the Relocation Work, any changes requested by MLWC and not directly related to changes in field condition or SGVCOG/Contractor initiated changes will be at MLWC's sole expense. SGVCOG shall track the costs for post-approval changes requested by MLWC and will invoice MLWC accordingly upon successful completion of the waterline relocation.

5. **SCHEDULING:**

5.1 The Parties recognize that the Relocation Work will necessarily involve an interruption in use of the system to permit the actual connection and disinfection of the lines. The Parties also recognize that any delay in restoring flows after shut down of the existing line and in putting the relocated lines into service would adversely affect MLWC and its customers. The Parties agree to conduct scheduling meetings between representatives of MLWC, SGVCOG and their contractors, no less frequently than monthly, for the purpose of coordinating the waterline and other utility relocations with the grade separation work. In addition, MLWC will be given notice of, and its representatives will be permitted to attend, job coordination meetings with SGVCOG's contractor(s).

5.2 SGVCOG and MLWC agree to the extent feasible to comply with the construction schedule prepared by SGVCOG's Contractor in order to ensure that the Project can go forward with minimal delay and disruption of water service.

5.3. Notwithstanding any other provision of this Agreement, neither Party shall be liable for damages, including liquidated damages, if any, caused by a delay in the performance or a failure to perform due to causes beyond the control of said Party. Such causes could include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local government, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather, materials

shortages, unforeseen conditions affecting construction or other causes beyond the control of said Party. All scheduled dates under this Agreement shall be equitably adjusted for any delays due to such causes.

6 **INDEMNITY:**

6.1 This indemnity provision will survive the termination of this Agreement and will continue in effect so long as the Relocation Work is in existence and owned and operated by MLWC or its assignee.

6.2 SGVCOG shall be responsible for all costs, expenses, losses, fines, penalties, civil administrative liabilities, and liabilities relating to the construction of the Relocation Work, subject to any applicable statute of limitations and shall indemnify, defend, and hold harmless MLWC, its officers, agents, and employees from all claims, demands, actions, costs, liabilities, losses, damages, including reasonable attorney's fees, claims for personal injury or property damages, penalties, fines, administrative civil liabilities and remediation costs arising from or in any way associated with the following:

- (i) Ownership, operation, or maintenance of the Relocation Work before its acceptance by MLWC;
- (ii) Construction of the Relocation Work, including but not limited to trenching, backfill work above the pipe zone, and pavement work;

6.3 MLWC shall hold SGVCOG and its officers, agents, and employees harmless from all claims, demands, costs, expenses and liability or loss, and assume the defense of all actions for any other person's damages or injuries arising out of the use, ownership, operation, or maintenance of the Relocation Work after MLWC accepts the Relocation Work and has incorporated the relocated facilities into its operating system (provided that MLWC shall use its best efforts to promptly incorporate the relocated facilities into its operating system as soon as practicable after acceptance of the Relocation Work), except that SGVCOG shall remain liable for claims, demands, costs, expenses and liability or loss arising from construction of the Relocation Work as provided in Section 6.2, and for such claims, demands, costs, expenses, liability or loss resulting from SGVCOG's negligence or willful misconduct.

7. **NOTICE:** Any notice or notices to be given pursuant to this Agreement may be personally served on the other Party by the Party giving the notice or may be served by certified mail or express delivery service, return receipt requested, to the following addresses:

For SGVCOG: Mark Christoffels, Chief Engineer  
San Gabriel Valley Council of Governments  
4900 Rivergrade Road, Suite A120  
Irwindale, California 91706  
Telephone: 626-962-9292



Copy to: Alan A. Sozio, Esq.  
Burke, Williams & Sorensen, LLP  
444 South Flower Street, Suite 2400,  
Los Angeles, CA 90071-2953  
Telephone: 213-236-2835  
Facsimile: 213-236-2700

For MLWC: Kenneth Bradbury  
General Manager  
Montebello Land and Water Company  
344 E. Madison Avenue  
Montebello, CA 90640  
Telephone: 323-722-8654

Copy to: James D. Ciampa, Esq.  
Lagerlof Senecal Gosney & Kruse, LLP  
301 North Lake Avenue, 10th Floor  
Pasadena, CA 91101  
T: (626) 793-9400 | F: (626) 793-5900

8. **ENTIRE AGREEMENT:** This Agreement, including the attached exhibits hereto, constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior contemporaneous agreements, whether oral or written, with respect thereto.
9. **SEVERABILITY:** If any term, provision, condition, or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).
10. **SUCCESSORS AND ASSIGNS:** This Agreement shall inure to the benefit of and be binding upon the successors, assigns and transferees of both parties.
11. **AUTHORIZATION:** The Parties hereto represent and acknowledge that this Agreement has been duly authorized by the governing body of each Party and that the execution hereof by the agent or officer signing on behalf of each Party will be binding upon that Party, and upon any agency which is a constituent, affiliated entity or controlling entity of that Party.



12. **COUNTERPARTS; ELECTRONIC SIGNATURES**: This Agreement may be executed in multiple counterparts, each of which will constitute one and same instrument. This Agreement and any amendment will be considered executed when the signature page of a party is delivered by electronic transmission. Such electronic signatures will have the same effect as an original signature.


SAN GABRIEL VALLEY  
COUNCIL OF  
GOVERNMENTS

By: \_\_\_\_\_

Mark Christoffels  
Chief Engineer

Dated: \_\_\_\_\_

MONTEBELLO LAND AND WATER  
COMPANY

By:  \_\_\_\_\_

Name: KENNETH S. BRADBURY

Title: GENERAL MANAGER

Dated: NOV 7, 2019

## Exhibit "A"

### Scope of Services:

- Provide complete Plan, Specifications & Estimate (PS&E), up to Issue for Bid (IFB) level, for potable and reclaimed water lines within the Montebello Grade Separation Project footprint, in coordination with the overall Project.
- Plans shall identify existing pipe material, existing pipe sizes, existing appurtenances and type of water being conveyed (i.e. – potable or reclaimed).
- Plans shall identify and designate the disposition of existing pipes and existing appurtenances such as protected in place, abandoned in place or relocated. Plans will also identify any temporary water systems and their locations to assure the water system operations are minimally impacted.
- Plans shall identify existing fire hydrants and FDC lines and shall identify if they will be protected in place, abandoned or relocated, and have local Fire Department approval.
- Technical Specifications shall provide acceptable material types for relocated lines and appurtenances, material quality required by the water company, level of workmanship acceptable to the water company and testing requirements.
- Provide Construction cost estimate for existing water system and existing appurtenances being protected in place and for the relocation of the water system and appurtenances, including any new systems.
- Water Company's engineer shall coordinate existing water system and appurtenances to be protected in place, relocated or temporary systems with the San Gabriel Valley Council of Government's (SGVCOG) design engineer to assure the proposed protected in place and/ or relocated water systems are compatible with the overall project.
- Water Company's engineer shall coordinate the timing of protected in place, abandoned or relocated work, with the SGVCOG's Engineer and develop a suggested sequence of work to be included in the specifications, to minimize interference with overall construction activities and avoid/minimize water interruptions. The Contractor may propose to construct the work per the suggested sequence in the specifications or may propose its own sequence of work, subject to review and approval by SGVCOG and the Water Company. The Resident Engineer shall oversee the work to ensure the proper coordination of the Water Company relocation work with the Montebello Grade Separation Project work.
- Water Company's engineer shall provide electronic files of the plans in AutoCAD format, specifications in Microsoft Word format, and estimates in Excel to SGVCOG for incorporation into the Montebello Grade Separation Project – Issued for Bid package.
- Water Company will provide SGVCOG with a list of contractors acceptable to the Water Company, no less than three (3), to perform the installation of new lines, and all other work desired to be performed by the contractor, including, but not limited to, the cut-over / connection between new and existing lines protected in place, and abandoning or relocating of the water system work shown on the Water Company's plans and specifications.



**MEMO TO:** Capital Projects & Construction Committee Members and Alternates

**FROM:** Mark Christoffels, Chief Engineer

**DATE:** April 27, 2020

**SUBJECT:** Approval of an amendment to Fiscal Year 20 Annual Task Order No. 4 to Agreement No. 13-01A with HDR for right of way acquisition and property management services for the Turnbull Canyon Road Grade Separation Project

**RECOMMENDATION:** Staff recommends that the Committee authorize the Chief Engineer to execute an amendment to FY 20 Annual Task Order with HDR right of way acquisition and property management services for the Turnbull Canyon Road Grade Separation Project to add an additional amount of \$ 182,458 for a not to exceed amount of \$562,500.

**BACKGROUND:** Each year concurrent with the approval of the annual budget, staff brings to the Committee for approval annual task orders for consultants that provide ongoing support services. These include legal services, public outreach, right of way services and property management, financial audit services, risk management, environmental services, and legislative representation.

For FY20, the Committee approved \$335,690 for HDR (Task Order 4) for right of way acquisition and property management services for the Turnbull Canyon Road Grade Separation Project. This amount was based on an assumption that HDR would perform acquisition services on 17 parcels and perform relocation services on 3 parcels. Based on the most recent engineering plans, HDR needs to provide acquisition services on 24 parcels and performing relocation services on an additional 4 parcels. The cost for these additional acquisitions is \$226,810. \$44,352 of this additional amount will come from savings on other annual task orders. That leaves \$182,458 that will need to be authorized by the Committee.

This authorization would also allow a 10% contingency allowance in accordance with normal agency procedures. Any changes from the above figure due to additional legal services that exceed the Chief Engineer's authorization will be brought back to the Committee for further consideration and approval.

**BUDGET IMPACT:** Funding for these property acquisition costs were anticipated and included in the overall project budget. Originally staff anticipated these costs would be incurred over a longer period of time. The proposed amendment only accelerates these expenditures, but does not result in an overall cost increase to the project.

**ATTACHMENTS:**

- Executed Task Order No. 4

**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**

**TASK ORDER**

**PROPERTY ACQUISITION AND RELOCATION ASSISTANCE SERVICES FOR  
GRADE SEPARATION PROJECTS**

<b>CONSULTANT:</b> HDR Engineering, Inc.	<b>AGREEMENT NO.:</b> 13-01A	<b>TASK ORDER NO.:</b> 4
		<b>REVISION:</b> 8

<b>TASK ORDER TITLE:</b>	Property Acquisition and Relocation Assistance Services Turnbull Canyon Road Grade Separation Project
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<b>EFFECTIVE DATE OF THIS TASK ORDER:</b> April 27, 2020	<b>TASK ORDER VALUE:</b> \$562,500.00
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<b>CONTACT:</b> Timothy Green	<b>TELEPHONE:</b> (951) 320-7349
<b>FACSIMILE:</b> (951) 320-7301	<b>EMAIL:</b> <a href="mailto:timothy.green@hdrinc.com">timothy.green@hdrinc.com</a>
<b>ADDRESS:</b> 2280 Market Street, Ste. 100, Riverside, CA 92501	

1. **SCOPE OF SERVICES: UNCHANGED BY THIS REVISION NO.8**
  
2. **COMPENSATION: UNCHANGED BY THIS REVISION NO.8**

The total amount payable to CONSULTANT under this **TASK ORDER NO. 4, REVISION No. 8** shall not to exceed: **Five hundred sixty-two thousand five hundred dollars and 00/100s** (\$562,500.00) as per Attachment "B", and as defined in further detail in SECTION 7 (COMPENSATION AND METHOD OF PAYMENT) of the AGREEMENT.

<b>TASK ORDER</b>	<b>AMOUNT</b>
Task Order No. 4	\$24,496.00
Task Order No. 4, Revision 1	(\$762.00)
Task Order No. 4, Revision 2	\$304,384.00
Task Order No. 4, Revision 3	\$0.00
Task Order No. 4, Revision 4	\$2,752.00
Task Order No. 4, Revision 5	\$0.00
Task Order No. 4, Revision 6	\$4,820.00
Task Order No. 4, Revision 7	\$44,352.00
<b>Task Order No. 4, Revision No. 8</b>	<b>\$182,458.00</b>
<b>TOTAL TASK ORDER NO. 4 NTE VALUE:</b>	<b>\$562,500.00</b>

3. **SBE GOAL: UNCHANGED BY THIS REVISION NO.8**

4. **PERIOD OF PERFORMANCE: UNCHANGED BY THIS REVISION NO.8**

Work under this **TASK ORDER NO. 4, REVISION 8** shall terminate on June 30, 2020.

All other terms and conditions of this AGREEMENT NO. 13-01A remains unchanged.

In witness whereof, this TASK ORDER NO. 4, REVISION 8 has been executed under the provisions of AGREEMENT NO. 13-01A between SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS and the above named CONSULTANT. By signature below, the parties hereto agree that all terms and conditions of this TASK ORDER NO. 4, REVISION 8 and AGREEMENT NO. 13-01A shall be in full force and effect.

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**CONSULTANT:**

**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**

Authorized  
Signature: \_\_\_\_\_

Authorized  
Signature: \_\_\_\_\_

Print Name: Thomas T. Kim

Print Name: Mark Christoffels

Print Title: Sr. Vice President

Print Title: Chief Engineer

**COST PROPOSAL**  
**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**  
**CONSULTANT NAME: HDR Engineering, Inc**  
**AGREEMENT NO. : 13-01-A**

Turnbull Canyon Road Grade Separation				
LABOR COSTS		FY 2019 - 2020 (July 1, 2019 - June 30, 2020)		
POSITION OR CLASSIFICATION	PERSONNEL	HOURS	FIRM FIXED HOURLY BILLING RATE	TOTAL DOLLARS
<b>PRIME CONSULTANT</b>				
Contract Manager		19.00	\$ 346.11	\$ 6,576
Broker		42.75	\$ 194.19	\$ 8,302
Sr. Project Manager		46.50	\$ 144.94	\$ 6,740
Project Manager		318.00	\$ 148.85	\$ 47,334
Relocation Manager		172.25	\$ 188.42	\$ 32,455
Project Manager - Geologist		12.00	\$ 143.62	\$ 1,723
Right of Way Agent III		365.50	\$ 120.43	\$ 44,017
Right of Way Agent II		860.00	\$ 100.50	\$ 86,430
Right of Way Agent I		480.00	\$ 88.15	\$ 42,312
Right of Way Tech II		308.00	\$ 107.65	\$ 33,156
Right of Way Tech I		354.00	\$ 78.63	\$ 27,835
Project Accountant		88.00	\$ 102.87	\$ 9,053
	<i>Subtotal</i>	<i>3066.00</i>		<i>\$ 345,933.45</i>
<b>SUBCONSULTANT</b>				
Tom Pike & Associates				\$ 41,500
Integra Realty Resources				\$ 65,500
Hennessey & Hennessey				\$ 59,500
Donna Desmond Associates				\$ 5,000
Pacific Environmental Company				\$ -
SLS Property Solutions, Inc.				\$ -
Real Estate Consulting Services				\$ -
Hodges Lacey				\$ -
Commonwealth Title				\$ 41,821
	<i>Subtotal</i>			<i>\$ 213,321.00</i>
<b>TOTAL LABOR HOURS AND COSTS</b>		<b>3066</b>		<b>\$ 559,254</b>
<b>OTHER DIRECT COSTS (ODCs)</b>				
Reproduction				
Supplies (Office & Field)				\$ 3,246
Travel & Mileage				
Postage & Delivery				
<b>SUBCONSULTANT ODCs</b>				\$ -
<b>TOTAL OTHER DIRECT COSTS</b>				<b>\$ 3,246</b>
<b>TOTAL PROPOSED COST FOR FY 2020</b>				<b>\$ 562,500</b>