

City's Original

AGREEMENT BETWEEN THE CITY OF MANHATTAN BEACH AND HDR
ENGINEERING, INC. FOR PROFESSIONAL SERVICES RELATED TO THE
SEPULVEDA BRIDGE WIDENING PROJECT AGREEMENT

THIS AGREEMENT is made and entered into on this 7 day of June,
2012, by and between the City of Manhattan Beach, a municipal corporation ("City") and HDR
Engineering, Inc., a California corporation ("Consultant").

RECITALS

The following recitals are a substantive part of this Agreement:

A. City desires to obtain professional services related to the Sepulveda
Bridge Widening Project.

B. Consultant is qualified by virtue of experience, training, education, and
expertise to accomplish these services.

NOW, THEREFORE, the parties agree as follows:

Section 1. Services to be Provided. Consultant shall perform the services set forth
in the Scope of Work described in Exhibit A, which is attached hereto and incorporated herein
by this reference.

Section 2. Term of Agreement. This Agreement shall go into effect on June 5,
2012, contingent upon approval by the City Council, and the Consultant shall commence work
after a written notice to proceed is issued by the City's Contract Manager. This Agreement
shall terminate on December 31, 2015, unless sooner terminated by the City as provided for
herein.

Section 3. Termination.

(a) City shall have the right to terminate this Agreement for any reason or for no
reason upon fifteen calendar days' written notice to Consultant. Consultant agrees to cease all
work under this Agreement on or before the effective date of such notice. In the event such
termination is for cause, the Consultant shall have the opportunity to cure such cause within the
notice period and such termination shall only take effect if the Consultant failed to cure such
cause.

(b) In the event of termination or cancellation of this Agreement by City, due to no
fault or failure of performance by Consultant, Consultant shall be paid based on the percentage
of work satisfactorily performed at the time of termination. In no event shall Consultant be
entitled to receive more than the amount that would be paid to Consultant for the full
performance of the services required by this Agreement. Consultant shall have no other claim
against City by reason of such termination, including any claim for compensation.

(c) Upon receipt of a termination notice, Consultant shall promptly deliver all data,
reports, estimates, summaries, and such other information and materials as may have been
accumulated by Consultant in performing the services under this Agreement to City, whether
completed or in progress.

Section 4. Compensation.

(a) City agrees to compensate Consultant, and Consultant agrees to accept in full satisfaction for the services required by this Agreement an amount not to exceed \$1,474,449 as set forth in Exhibit B ("Compensation"). Said Compensation shall constitute reimbursement of Consultant's fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the services (including all labor, materials, delivery, tax, assembly, and installation, as applicable). In no event shall the Consultant be paid more than \$1,474,449 during the term of this Agreement.

(b) Unless expressly provided for in Exhibit B, Consultant shall not be entitled to reimbursement for any expenses. Any expenses incurred by Consultant which are not expressly authorized by this Agreement will not be reimbursed by City.

(c) For extra work not a part of this Agreement, prior written authorization of the City is required by Consultant. Such work shall be subject to the terms and conditions of this Agreement.

Section 5. Method of Payment. Consultant shall submit to City a detailed invoice on a monthly basis for the work performed under this Agreement. Invoices shall detail the work performed on each task by person and shall include any other information required by Caltrans or other state or federal entity due to the funding for the work under this Agreement. Within 45 days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. The final invoice shall be submitted within 60 calendar days after completion of Consultant's work and shall contain the final cost and all credits due City, if any, under this Agreement.

Section 6. Cost Principles.

(a) Notwithstanding any other provision of this Agreement, Consultant agrees that the Contract Cost Principles and Procedures set forth in 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the allowability of cost individual items.

(b) In providing the services under this Agreement, Consultant agree to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to state and Local governments.

(c) Consultant acknowledges that payments made by City to Consultant under this Agreement are subject to audit by the California Department of Transportation ("Caltrans") and/or the federal government. Consultant agrees to adhere to the accounting and auditing guidelines established by Caltrans as set forth in Exhibit D as well as the federal guidelines set forth herein. Any cost for which payment has been made to Consultant that is determined by a subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., or under Caltrans auditing principals is subject to repayment by Consultant to the City. In such case, the City shall provide Consultant with a copy of the audit findings and Consultant shall make the payment within ten days of City's request.

Section 7. Professional Standards. Consultant shall maintain the customary level of competency presently maintained by other similar practitioners in the State of California, for the services furnished under this Agreement.

Section 8. Time of Performance. Consultant shall complete all services required hereunder as and when directed by CITY as set forth in Exhibit C. However, City in its sole discretion may extend the time for performance of any service.

Section 9. Employees and Subcontractors. Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All personnel engaged in the work shall be qualified to perform such services. Consultant may, at Consultant's sole cost and expense, employ such other person(s) as may, in the opinion of Consultant, be needed to comply with the terms of this Agreement, if such person(s) possess(es) the necessary qualifications to perform such services. If such person(s) is/are employed to perform a portion of the scope of work, the engagement of such person(s) shall be subject to the prior approval of the City. Consultant, however, shall be solely responsible for the work performed by those third party contractors, including timely performance and payment

Section 10. Insurance Requirements.

(a) Commencement of Work. Consultant shall not commence work under this Agreement until it has obtained CITY approved insurance and such insurance shall be maintained during the term of this Agreement. Before beginning work hereunder, during the entire period of this Agreement, for any extensions hereto, and for periods after the end of this Agreement as indicated below, Consultant must have and maintain in place, all of the insurance coverages required in this Section 10. Consultant's insurance shall comply with all items specified by this Agreement. Consultant shall require each of its sub-contactors to maintain insurance coverage which meets all of the requirements of this Agreement and Consultant shall be responsible to obtain evidence of insurance from each subcontractor and provide it to City before the subcontractor commences work.

All insurance policies used to satisfy the requirements imposed hereunder shall be issued by insurers authorized to provide insurance in the State of California. Insurers shall have a current A.M. Best's rating of not less than A:VII unless otherwise approved by City.

Consultant agrees that if it does not keep the aforesaid insurance in full force and effect City may immediately terminate this Agreement.

(b) Coverages, Limits and Policy Requirements. Consultant shall maintain the types of coverages and limits indicated below:

(1) **COMMERCIAL GENERAL LIABILITY INSURANCE** - a policy for occurrence coverage, including all coverages provided by and to the extent afforded by Insurance Services Office Form CG 0001 ed. 11/88 or 11/85, with no special limitations affecting City or its equivalent. The limit for all coverages under this policy shall be no less than two million dollars (\$2,000,000.00) per occurrence. City, its employees, officials and agents, and the State of California Department of Transportation shall be added as additional insureds by endorsement to the policy. The insurer shall agree to provide the City with thirty (30) days prior written notice of any cancellation in coverage. The policy shall contain no provision that would make this policy excess over, contributory with, or invalidated by the existence of any insurance, self-insurance or other risk financing program maintained by City. In the event the policy contains such an "other insurance" clause, the policy shall be modified by endorsement to show that it is primary for any claim arising out of the work performed under this Agreement.

The City of Manhattan Beach Insurance Endorsement Form No. 1 (General Liability) must be executed by the applicable insurance underwriters.

(2) **COMMERCIAL AUTO LIABILITY INSURANCE** - a policy including all coverages provided by and to the extent afforded by Insurance Services Office form CA 0001, ed. 12/93, including Symbol 1 (any auto) with no special limitations affecting the City or its equivalent. The limit for bodily injury and property damage liability shall be no less than one million dollars (\$1,000,000) per accident. City, its employees, officials and agents and the State of California Department of Transportation, shall be added as additional insureds by endorsement to the policy. The insurer shall agree to provide the City with thirty (30) days prior written notice of any cancellation in coverage. The policy shall contain no provision that would make this policy excess over, contributory with, or invalidated by the existence of any insurance, self-insurance or other risk financing program maintained by City. In the event the policy contains such an "other insurance" clause, the policy shall be modified by endorsement to show that it is primary for any claim arising out of the work performed under this Agreement. The City of Manhattan Beach Insurance Endorsement Form No. 2 (Auto) must be executed by the applicable insurance underwriters.

(3) **WORKERS' COMPENSATION INSURANCE** - a policy which meets all statutory benefit requirements of the Labor Code, or other applicable law, of the State of California. Employers Liability Insurance with a minimum limit of no less than one million dollars (\$1,000,000) per claim. The policy shall contain, or be endorsed to include, a waiver of subrogation in favor of City.

(4) **PROFESSIONAL ERRORS & OMISSIONS** - a policy with minimum limits of two million dollars (\$2,000,000) per claim and aggregate. This policy shall be issued by an insurance company which is qualified to provide insurance in the State of California and contain a clause that the policy may not be canceled until thirty (30) days written notice of cancellation is mailed to City.

(c) Additional Requirements. The procuring of such required policies of insurance shall not be construed to limit Consultant's liability hereunder, or to fulfill the indemnification provisions and requirements of this Agreement. There shall be no recourse against City for payment of premiums or other amounts with respect thereto. City shall notify Consultant in writing of changes in the insurance requirements. If Consultant does not deposit copies of acceptable insurance certificates with City incorporating such changes within sixty (60) days of receipt of such notice, Consultant shall be deemed in default hereunder.

Any deductibles or self-insured retentions must be declared to and approved by City. Any deductible exceeding an amount acceptable to City shall be subject to the following changes: (1) either the insurer shall eliminate, or reduce, such deductibles or self-insured retentions with respect to City and its officials, employees and agents (with additional premium, if any, to be paid by Consultant); or (2) Consultant shall provide satisfactory financial guarantee for payment of losses and related investigations, claim administration, and defense expenses.

The insurance provided by Consultant shall be primary to any coverage available to City. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

Section 11. Non-Liability of Officials and Employees of the City. No official or

employee of City shall be personally liable for any default or liability under this Agreement.

Section 12. Non-Discrimination. Consultant covenants there shall be no discrimination based upon race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.

Section 13. Independent Consultant. It is agreed that Consultant shall act and be an independent Consultant and not an agent or employee of City, and shall obtain no rights to any benefits which accrue to City's employees.

Section 14. Compliance with Law. Consultant shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.

Section 15. Ownership of Documents. All documents or other information created, developed, or received by Consultant, with the exception of those standard details and specifications regularly used by the Consultant in its normal course of business, shall be the sole property of City for purposes of copyright law upon payment of all amounts owed by the City to the Consultant. Consultant shall provide City with copies of these items upon demand and in any event, upon termination or expiration of the term of this Agreement. Any reuse or manipulation of such documents for purposes other than those intended herein shall be at City's sole risk and without liability to the Consultant.

Section 16. Conflict of Interest and Reporting. Consultant shall at all times avoid conflict of interest, or appearance of conflict of interest, in performance of this Agreement.

Section 17. Notices. All notices shall be personally delivered or mailed to the below listed addresses. These addresses shall be used for delivery of service of process.

Address of Consultant is as follows:

HDR Engineering, Inc.
801 S. Grand Avenue, Suite 500
Los Angeles, California 90017

Address of City is as follows:

City of Manhattan Beach
1400 Highland Ave
Manhattan Beach, CA 90266
Attention: City Engineer

(with a copy to):

City Attorney
City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, CA 90266

Section 18. Consultant Reports/Meetings/Endorsements.

(a) The Consultant shall submit progress reports at least once a month. The report should be sufficiently detailed for the Contract Manager to determine, if the Consultant is

performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

(b) The Consultant's Project Manager shall meet with the City's Contract Manager, as needed, to discuss progress on this agreement.

(c) If requested by City, Consultant shall document the results of the work under this agreement to the satisfaction of the City, and if applicable, the State of California and the Federal Highway Administration. This may include but is not limited to, preparation of progress and final report, plans, specifications and estimates or similar evidence of attainment of this Agreement's objectives as set forth in Exhibit A.

(d) Consultant or appropriate designee of Consultant shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by him/her, and where appropriate, indicate his/her California registration number.

Section 19. Funding Requirements.

(a) It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the agreement were executed after that determination was made.

(b) This agreement is valid and enforceable only, if sufficient funds are made available to the City for the purpose of this Agreement. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.

(c) The parties agree that the City has the option by mutual agreement to amend this agreement to reflect any reduction of funds.

Section 20. Responsible Principal(s)

(a) Consultant's responsible principal, Camilo Rocha, shall be principally responsible for Consultant's obligations under this Agreement and shall serve as principal liaison between City and Consultant ("Project Manager"). There shall be no change in Consultant's Project Manager or key members of the project team, as listed in Exhibit A, without prior written consent by the City.

(b) City's Responsible Principal shall be Steven Finton who shall administer the terms of the Agreement on behalf of City ("Contract Manager").

Section 21. Disadvantaged Business Enterprises (DBE) Participation.

Consultant shall give consideration to DBE firms as specified in 23 CFR 172.5(b), 49 CFR, Part 26, and as set forth "Notice to Proposers Disadvantaged Business Enterprise Information," attached hereto and incorporated herein as Exhibit E. If this contract has an underutilized DBE (UDBE) goal, the Consultant must meet the UDBE goal by using UDBE's as subcontractors or document a good faith effort to meet the goal. If a UDBE subcontractor is unable to perform, the Consultant must make a good faith effort to replace him/her with another UDBE subcontractor if the goal is not otherwise met.

Section 22. Contingent Fee. The Consultant represents, by execution of this Agreement that Consultant 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 Consultant 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, the City has the right to annul this contract without liability, or at its discretion, pay only for the value of the work actually performed or deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage fee, gift, or contingent fee.

Section 23. Retention of Records/Audit. For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7, the Consultant, and any subcontractors, and the City shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of this contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract to such parties designated by the City. Consultant agrees that the state, the State Auditor, the City, the Federal Highway Administration, or any duly authorized representative of the federal government shall have access to any books, records, and documents of the Consultant that are pertinent to the contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. If Consultant enters into any subcontract, any subcontract in excess of \$25,000 shall contain this provision.

Section 24. Audit Review Procedures.

(a) Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by the City's Chief Financial Officer.

(b) Not later than 30 days after issuance of the final audit report, the Consultant may request a review by the City's Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

(c) Neither the pendency of a dispute nor its consideration by the City will excuse the Consultant from full and timely performance, in accordance with the terms of this contract.

Section 25. Subcontracting.

(a) The Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without prior written authorization by the City's Contract Manager, except that, which is expressly identified in the Scope of Work.

(b) Any subcontract in excess of \$25,000 entered into by Consultant shall contain all the provisions stipulated in this contract to be applicable to subcontractors.

(c) Any substitution of subcontractors must be approved in writing by the City's

Contract Manager.

Section 26. Equipment Purchase.

(a) Prior written authorization from the City's Contract Manager is required before the Consultant enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or consultant services. The Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.

(b) For purchase of any item, service or consulting work not covered in the Consultant's Scope of Work and that exceeds \$5,000, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

(c) Any equipment purchased as a result of this contract is subject to the following: The Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the City shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, the Consultant may either keep the equipment and credit the City in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established City procedures and credit the City in an amount equal to the sales price. If the Consultant elects to keep the equipment, fair market value shall be determined at the Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by the City and the Consultant, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the City.

(d) All subcontracts entered into by Consultant in excess \$25,000 shall contain the above provisions.

Section 27. Inspection of Work. The Consultant and any subcontractor shall permit the City, the state, and the Federal Highway Administration if federal participating funds are used in this contract, to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

Section 28. Safety.

(a) The Consultant shall comply with OSHA regulations applicable to Consultant for the services provided herein regarding necessary safety equipment or procedures. The Consultant shall comply with safety instructions issued by the City. Consultant's personnel shall wear hard hats and safety vests at all times while working on the construction project site (if applicable).

(b) If applicable to the services herein, and pursuant to the authority contained in Section 591 of the Vehicle Code, the City has determined that such areas are within the limits of the project and are open to public traffic. The Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The 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.

(c) Any subcontract entered into by Consultant, shall contain all of the provisions of

this Section.

Section 29. Ownership of Data.

(a) Upon completion of any work under this contract and payment of amounts owed by the City to the Consultant herein, ownership and title to any reports, documents, plans, specifications, and estimates produced as part of this contract will automatically be vested in the City and no further agreement will be necessary to transfer ownership to the City. The Consultant shall furnish the City all necessary copies of data needed to complete the review and approval process. Basic survey notes and sketches, charts, computation, and other data prepared or obtained by Consultant under this agreement shall be made available upon request to the City without restriction or limitation on its use.

(b) It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.

(c) The Consultant is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by the City of the machine-readable information and data provided by the Consultant under this agreement. Furthermore, the Consultant is not liable for claims, liabilities, or losses arising out of, or connected with any use by the City of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by the Consultant.

(d) If applicable, Consultant shall comply with the patent rights provisions described in 41 CFR 1-91 regarding rights to inventions.

(e) The City may permit copyrighting of reports or other agreement products. In such case, the Federal Highway Administration 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.

(f) Any subcontract in excess of \$25,000 entered into by Consultant shall contain all of the provisions of this Section.

Section 30. Claims Filed by City's Construction Contractor.

(a) If claims are filed by the City's construction contractor relating to work performed by Consultant's personnel, and additional information or assistance from the Consultant's personnel is required in order to evaluate or defend against such claims; Consultant agrees to make its personnel available for consultation with the City construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

(b) Consultant's personnel that the City considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from the City. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for the Consultant's personnel services under this agreement.

(c) Services of the Consultant's personnel in connection with the City's construction contractor claims will be performed pursuant to a written contract amendment, if necessary,

extending the termination date of this agreement in order to finally resolve the claims.

(d) Any subcontract in excess of \$25,000 entered into by Consultant as a result of this contract, shall contain all of the provisions of this Section.

Section 31. Confidentiality of Data.

(a) All financial, statistical, personal, technical, or other data and information relative to the City's operations, which are designated confidential by the City and made available to the Consultant in order to carry out this contract, shall be protected by the Consultant from unauthorized use and disclosure.

(b) Permission to disclose information on one occasion, or public hearing held by the City relating to the contract, shall not authorize the Consultant to further disclose such information, or disseminate the same on any other occasion.

(c) The Consultant shall not comment publicly to the press or any other media regarding the contract or the City's actions on the same, except that Consultant's own personnel involved in the performance of this contract, may speak at public hearings or in response to questions at such hearing.

(d) The Consultant shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by the City, and receipt of the City's written permission.

(e) Any subcontract entered into by Consultant as a result of this contract shall contain all of the provisions of this Section.

(f) All information related to the construction estimate is confidential, and shall not be disclosed by the Consultant to any entity other than the City.

Section 32. National Labor Relations Board Certification. In accordance with Public Contract Code Section 10296, the Consultant hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Consultant within the immediately preceding two-year period, because of the Consultant's failure to comply with an order of a federal court that orders the Consultant to comply with an order of the National Labor Relations Board.

Section 33. Evaluation of Consultant. The Consultant's performance will be evaluated by the City. A copy of the evaluation will be sent to the Consultant for comments. The evaluation together with the comments shall be retained as part of the contract record.

Section 34. Statement of Compliance. The Consultant's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

Section 35. Debarment and Suspension Certification.

(a) The Consultant's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that the Consultant 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 City.

(b) Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant's responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

Section 36. Conflict of Interest.

(a) The Consultant shall disclose any financial, business, or other relationship with City that may have an impact upon the outcome of this contract, or any ensuing City construction project. The Consultant shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing City construction project, which will follow.

(b) The Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this agreement.

(c) Any subcontract in excess of \$25,000 entered into by Consultant as a result of this contract, shall contain all of the provisions of this Section.

(d) The Consultant hereby certifies that neither Consultant, nor any firm affiliated with the Consultant will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

(e) Except for subcontractors whose services are limited to providing surveying or materials testing information, no subcontractor who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

(f) The Consultant further certifies that neither Consultant, nor any firm affiliated with the Consultant, will bid on any construction subcontracts included within the construction contract. Additionally Consultant certifies that no person working under this contract is also employed by the construction contractor for any project included within this contract.

Section 37. Rebates, Kickbacks or Other Unlawful Consideration.

The Consultant represents that this contract was not obtained or secured through

rebates kickbacks or other unlawful consideration, either promised or paid to any City employee. For breach or violation of this warranty, the City shall have the right in its discretion to terminate the contract without liability, to pay only for the value of the work actually performed or to deduct from the contract price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

Section 38. Prohibition on Expending Local Agency State or Federal Funds for Lobbying.

(a) The Consultant 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 Consultant to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

(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 Consultant 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, US. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure and possible criminal penalties. Consultant agrees to execute any required certification documents as designated by Caltrans.

(c) The Consultant also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

Section 39. Consultant's Proposal. This Agreement shall include Consultant's proposal or bid which is incorporated herein. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

Section 40. Licenses, Permits, and Fees. Consultant shall obtain a Manhattan Beach Business License, all permits, and licenses as may be required by this Agreement.

Section 41. Familiarity with Work. By executing this Agreement, Consultant represents that: (i) it has investigated the work to be performed; (ii) it has investigated the site of the work and is aware of all conditions there; and (iii) it understands the difficulties and restrictions of the work under this Agreement. Should Consultant discover any conditions materially differing from those inherent in the work or as represented by City, it shall immediately inform City and shall not proceed, except at Consultant's risk, until written instructions are received from City.

Section 42. Prevailing Wage.

(a) Notice is hereby given that in accord with California Labor Code Section 1720, *et seq.*, and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 16000, *et seq.*, ("Prevailing Wage Laws"), Consultant is required to pay not less than the general prevailing rate of per *diem* wages for work of a similar character in the locality in which Consultant's Services pursuant to this Agreement are performed, and not less than the general prevailing rate of per *diem* wages for holiday and overtime work. In that regard, the Director of the Department of Industrial Relations of the State of California is required to and has determined such general prevailing rates of per *diem* wages. Copies of the State prevailing wage rates and the latest revisions thereto are available on the Internet at www.dir.ca.gov.

(b) Covenant to Comply. Consultant covenants that it shall fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). For purposes of this Section 25(a) only, the term "subcontractors" shall not include suppliers, manufacturers, or distributors. Consultant further covenants that it shall take all practicable steps to ensure that its subcontractors comply with Prevailing Wage Laws if applicable to work performed by subcontractors. References to "Covered Services" hereinafter shall designate such Services as are subject to Prevailing Wage Laws.

(c) Payroll Records. Consultant and all subcontractors performing Covered Services shall keep an accurate payroll record, showing the name, address, social security number, job classification, straight time and overtime hours worked each day and week, and the actual per *diem* wages paid to each journeyman, apprentice, or other employee. All payroll records shall be certified as being true and correct by Consultant or the subcontractors performing Covered Services keeping such records; and the payroll records shall be available for inspection at all reasonable hours at Consultant's principal office.

Section 43. Time of Essence. Time is of the essence in the performance of this Agreement.

Section 44. Limitations Upon Subcontracting and Assignment. Neither this Agreement, nor any portion, shall be assigned or subcontracted by either party without prior written consent of the other party. Notwithstanding any assignment or subcontracting, the Consultant shall be responsible for the performance of work done by the subcontractor or assignee ("subcontractor") and shall ensure that such work is performed pursuant to the terms of this Agreement. The City can at any time request that Consultant remove the subcontractor from performing any work under this Agreement in the City's sole discretion. In such case, Consultant shall remain responsible for the completion of such work under the terms and compensation set forth in this Agreement.

Section 45. Authority to Execute. The persons executing this Agreement on behalf of the parties represent that they are duly authorized to execute this Agreement.

Section 46. Indemnification.

(a) Indemnity for Design Professional Services. Consultant is considered a "design professional" as that term is defined in Civil Code Section 2782.8. In connection with its design professional services, Consultant shall hold harmless and indemnify City, Caltrans, and the State of California and their elected officials, officers, employees, servants, and those City agents serving as independent Consultants in the role of City officials, Caltrans, and the State of California (collectively, "Indemnitees"), with respect to any and all claims, demands, damages, liabilities, losses, costs or expenses, including reimbursement of attorneys' fees and costs of defense (collectively, "Claims" hereinafter), including but not limited to Claims relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to in whole or in part to the negligence, recklessness, or willful misconduct of Consultant or any of its officers, employees, subcontractors, or agents in the performance of its design professional services under this Agreement.

(b) Other Indemnities. In connection with any and all claims, demands, damages, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense (collectively, "Damages" hereinafter) not covered by Section 45(a), Consultant shall defend, hold harmless and indemnify the Indemnitees with respect to any and all Damages, including but not limited to, Damages relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to the acts or omissions of Consultant or any of its officers, employees, subcontractors, or agents in connection with the performance of this Agreement, including without limitation the payment of attorneys' fees, and other related costs and expenses. With respect such Claims, Consultant shall defend City, Caltrans, and the State of California, with counsel of City's choice, at Consultant's own cost, expense, and risk and shall pay and satisfy any judgment, award, or decree that may be rendered against City, Caltrans, and the State of California. Consultant shall reimburse City, Caltrans, and the State of California for any and all legal expenses and costs actually incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant or City. All duties of Consultant under this Section shall survive termination of this Agreement.

(c) The indemnity provided herein shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant. Any subconsultants or subcontractors performing work under this agreement under the direction of Consultant shall execute an indemnity agreement in favor of the City, Caltrans, and the State of California identical to the language set forth herein.

Section 47. Change Orders.

(a) The City's Contract Manager is authorized to request a modification or a change to the services provided hereunder pursuant to a written change order. The change order form will document the nature and monetary impact of the proposed change on the cost and schedule for the services and must be approved in writing by the City's Contract Manager and Consultant's Project Manager.

(b) For the purposes of this Agreement, each duly authorized change order form shall be deemed incorporated into and part of this Agreement and each such form shall constitute a formal amendment to this Agreement adjusting fees and completion date as finally

agreed upon and approved in writing for the authorized change order. In no event shall the Scope of Services be deemed altered, amended, enhanced or otherwise modified except through written approval of a change order in accordance with this Section or a written amendment to this Agreement.

Section 48. Modification. This Agreement constitutes the entire agreement between the parties and supersedes any other agreements, oral or written. No promises, other than those included in this Agreement, shall be valid. This Agreement may be modified only by a written agreement executed by City and Consultant.

Section 49. California Law. This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the appropriate branch of the Los Angeles County Municipal or Superior Court.

Section 50. Interpretation. This Agreement shall be interpreted as though prepared by both parties.

Section 51. City Not Obligated to Third Parties. City shall not be obligated or liable under this Agreement to any party other than Consultant.

Section 52. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 53. Equal Employment Opportunity. In connection with its performance under this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, marital status, ancestry or national origin. Consultant shall ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, age, marital status, ancestry or national origin. Such actions 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.

Section 54. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

Section 55. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that representations by any party not embodied herein, and any other agreements, statements, or promises concerning the subject matter of this Agreement, not contained in this Agreement, shall not be valid and binding. Any modification of this Agreement will be effective only if it is in writing signed by the parties. Any issue with respect to the interpretation or construction of this Agreement are to be resolved without resorting to the presumption that ambiguities should be construed against the drafter.

Section 56. Attorneys' Fees. In the event that legal action is necessary to enforce the provisions of the Agreement, or to declare the rights of the parties hereunder, the parties

agree that the prevailing party in the legal action shall be entitled to recover attorneys' fees and court costs from the opposing party.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the day and year first shown above.

CONSULTANT: HDR ENGINEERING, INC.

By  _____
Brent Felker, Sr. V.P

By  _____
Thomas Kim, Sr. V.P

CITY OF MANHATTAN BEACH



David N. Carmany, City Manager

ATTEST:



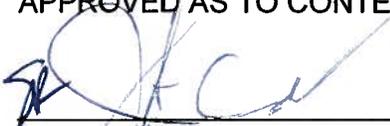
~~Liza Tamura~~, Sr. Deputy
City Clerk
Terri Aliabadi

APPROVED AS TO FORM:



Roxanne M. Diaz, City Attorney

APPROVED AS TO CONTENT:



Public Works

EXHIBIT A

SCOPE OF WORK

Upon City's written notice to proceed, Consultant shall provide the services set forth in Consultant's proposal attached hereto and incorporated herein as part of this Exhibit A. It is expected that such services will be provided to City by Consultant only upon City's express written request.

APPROACH TO SCOPE SCOPE OF SERVICES

1. Project Management

In order to support successful completion of this Project, a Project Management Plan (PMP), similar to those used in successful delivery of our past projects but customized to the specific issues of this Project, will be prepared by **Camilo Rocha, PE**, the HDR team's Project Manager, and utilized throughout the life of the project. HDR's PMP will include emphasis on project communication procedures, delivery of the required services, the submittal process, and securing all approvals. Upon receipt of Notice to Proceed (NTP) and before initiating any work, Mr. Rocha will prepare and submit the PMP for the City and Caltrans's review and approval.

The PMP will incorporate the following five key Plans:

- ▶ *Work Plan*
- ▶ *QA and QC Plan*
- ▶ *Communication Plan*
- ▶ *Production Plan*
- ▶ *Risk Management Plan*

Work Plan

The Work Plan will assign the appropriate staff and make sure that they have clear direction, well-defined deliverables and fully understand the scope, process, schedule, budget, and priorities.

QA and QC Plan

Quality Assurance Plan will assure that the defined parameters and procedures of the plan are met. Quality Control Plan will ensure that the project deliverables meet HDR's, City's and Caltrans' standards.

Communication Plan

Will establish the communication protocol to ensure that project concerns, issues, and directions will be handled promptly and effectively resulting in minimized delays and revisions.

Production Plan

Will outline each team member's responsibilities, procedures for initiating and advancing the work, and timing of preparation of products.

Risk Management Plan

A living document in the form of a risk register that will layout potential risk items, their probability of occurrence, and mitigation measures to minimize those risks.

A. Coordination and Meetings

Our communication plan will establish the communication protocol to ensure that project concerns, issues, and directions will be handled promptly and effectively resulting in minimized delays and revisions. Meetings will be a focal point of project coordination and team communications.

Mr. Rocha will conduct a kickoff meeting, biweekly PDT meetings and attend other meetings as required to coordinate and execute the scope of work. Team members will be provided a meeting agenda prior to the meeting and the HDR team will provide minutes, including a list of action items, to be distributed to the meeting members. Each PDT meeting will start with the previous meetings action items to ensure that the action items are addressed properly. The action items review will be followed by a review of the risk management register to inform the team of any new updates regarding risk assessments to the project. This will ensure that the risk management plan, also part of the PMP, will be a living document throughout the life of the project. HDR team

members will also attend utility and various meetings that are deemed necessary to execute the scope of work.

B. Additional Meetings

HDR has extensive experience with City/Caltrans projects and is aware that additional meetings are necessary to ensure a successful project. HDR will attend the **Safety Review Meetings** that are typically held toward the end of the PA&ED, PS&E, and Construction phases. This will be an independent review of the project to identify potential safety issues or concerns the City or Caltrans may have. It is conducted at the end of the phase to ensure that all design elements have been incorporated before a "second set of eyes" reviews the project. The Safety Review Committee, typically consisting of various functional units from Caltrans, will review the project and provide recommendations. Once the comments/recommendations have been addressed, the project phases will be finalized. Our scope will include 3 Safety Review Meetings, one at the end of each phase of the project. HDR will also participate in **Design Review Meetings** to ensure that, for example, non-standard design exceptions have been addressed early on to avoid project delays. **Constructability Review Meetings** will also be included as part of the scope of this project. This meeting addresses constructability issues that a project may have. For example, have all existing utilities to be protected in place been adequately evaluated to ensure that there is no risk of conflict or potential delays? Scoping meetings, Quality Assurance Meetings and informational meetings will also be included as part of the scope of this project and the number of meetings will be estimated based on experience with similar City/Caltrans Projects.

C. Quality Assurance and Quality Control

Our Team will submit a QA/QC Plan as part of our PMP for the City's and Caltrans' review and approval.

The Quality Program at HDR is among the highest priorities for all our projects and is implemented through all levels of the organization. Annual corporate QA audits occur at each HDR office, with a focus on regular project reviews and quality review documentation. HDR will assign a Quality Assurance (QA) Manager who will be responsible for monitoring and tracking execution of the Quality Control (QC) activities required by the Project Quality Control Plan.

Mark Hager, PE, has been assigned as the QC Manager who will be responsible for the QC reviews of Project deliverables. The QA Manager, **Rebecca Weaver**, will be responsible for assuring the project specific QA/QC Plan conforms to the City's and Caltrans' requirements and will then be responsible for monitoring adherence to plan objectives, reviews, and results. The QC Manager will be responsible for identifying the QC reviewers for the respective discipline. Ms. Weaver and Mr. Hager will work with Mr. Rocha as they lead the development and execution of this QA/QC Plan, and will report any variances and/or findings to HDR's Project Manager. The HDR QA/QC Team will perform structured, QA management reviews of the work at each Project Milestone to promote the highest level of quality. The HDR QA/QC Team will work closely with the City and Caltrans to assure we meet Caltrans' and the City's expectations and requirements for quality control of project deliverables and submittals.

The following activities will take place during project development to ensure the goals of our QA/QC plan are met:

- ▶ Project Management reviews will be performed and documented at the end of the zero, 15, 50 and 100 percent design phases to identify issues and recommend alternatives related to design criteria, use of

Caltrans standard plans, constructability issues and potential sources of errors and omissions.

- ▶ Annotated or highlighted originals of the City's and Caltrans' design milestone comments will be returned with the disposition of all comments. A copy of the marked-up QC drawing check set(s), as well as written verification of QC reviews and quality assurance inspection reports endorsed by the Project Principal, Tom Kim, PE, will be submitted to the City's Project Manager. Our QA/QC audits will also include all of our sub-consultants in effort to make ensure they are adhering to the project's QA/QC plans.
- ▶ HDR's standard QA/QC Plan will include extensive use of standard "Checklists" for reviews at each design milestone, called the "Intra-Design Review" and "Inter-Design Review." An "Intra-Design Review" is performed by senior professionals in the same discipline, and an "Inter-Design Review" is performed by senior professionals in the different disciplines to ensure there are no conflicts among the different disciplines.
- ▶ To keep our team's drafting services and drawings consistent with current version of Caltrans CADD Manual and Drafting Standards, QA/QC Reviews will also include drafting and electronic drawing files.

D. Project Schedule

The Work Plan will be guided by the Resource Loaded Schedule (RLS) which will define the task, the budget for the specific task, and the required completion date. The RLS will have a baseline which will be finalized once we receive buy-in by the Project Development Team (PDT). This tool will enable Mr. Rocha and his task managers to see how the actual progress of the work compares to the planned progress (schedule) and to actualized expenditures and

whether or not adjustments need to be made to keep the project on schedule and within budget. These three elements will enable the HDR team to develop Earn Value Curves (EVC). The EVC will help the Project Manager manage the project efficiently and will enable the client to see the actual progress of the project versus the plan versus what has been invoiced.

Each invoice will be accompanied by a progress report which will reflect the work completed within the particular invoicing period.

E. Administration

HDR's coordination and administration of this project will ensure that all team members are up to date on the latest information and design data. All information will be managed through our filing database, Project Wise. Project Wise will enable team members, including the City and Caltrans, to have access to the latest design information, submittals and comments. HDR will also maintain project files using Caltrans Uniform Filing System (UFS). The UFS will be a tool to help the HDR team successfully manage the project files according to the work plan in accordance with City and Caltrans requirements.

Controlling the project budget will be facilitated by HDR's Management Information System (MIS), which will collect all project charges by task or category for ease in tracking expenditures and in preparing monthly invoices. Weekly cost sheets, including subconsultant charges, will show all labor and indirect costs by tasks. This information, and a detailed estimate of physical progress made during each reporting period, will be used to prepare status (progress) reports.

HDR, on behalf of the City, will prepare documents necessary for the authorization and completion of the Project. Request for Authorization for Right of Way; Request for Authorization for Utilities; Request for Authorization for Construction and will prepare supporting documents to be used for the

Construction Cooperative Agreement between the City and Caltrans.

Also, Agencies receiving Measure R funds for their projects are required to enter into an agreement with Metro and report the project progress and possibly timely expenditure of the Measure R funds. A draft Agreement has been prepared by Metro and sent to the Councils of Governments including the South Bay Cities Council of Governments which the City of Manhattan Beach is a member of. Upon final consensus on the requirements, scope, and means of reporting, the Agreement will be finalized and sent to all Measure R funds recipients. If any portions of the Measure R funds allocated to the City are used in PAED and PS&E phases of the Project, HDR will prepare and submit to the City accurate and timely progress reports on all activities to fully satisfy City's reporting responsibilities.

F. Prevailing Wages

HDR will comply with any and all federal and state prevailing wage requirements

G. Continuity and Stability

Unless requested by the City for replacement, HDR's Project Manager, Camilo Rocha, PE, and key team members will remain on this project throughout the entire duration of the project from PS&E until the completion of construction. Any unforeseen changes will be communicated to the City in a timely matter for City's consideration and approval.

Work Plan

A. Phase I Work – Preliminary Engineering (PE)

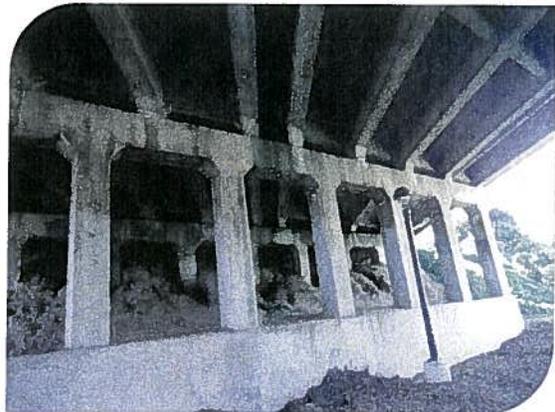
A.1 Research of Existing Records

As part of the Preliminary Engineering phase of the project, the HDR design team will continue to examine the existing Caltrans bridge and roadway as-built plans, structure maintenance &

investigations (SM&I) reports, advance planning studies, and preliminary foundation reports, to evaluate previous studies and existing records.

Based on information gathered during a recent field visit, and further evaluation of the latest Caltrans Bridge Inspection Report dated 11/17/2009, the following issues were identified:

- ▶ Cracking along the type "A" pouring joint seals and deck AC overlay.
- ▶ Cracks approximately 3 feet long and at 3 feet spacing with efflorescence on the soffit at the bridge widening on the east side of the bridge and under the east overhang.
- ▶ Heavy efflorescence and water staining on the west overhang soffit and adjacent bent caps indicating that water is seeping thru the bridge deck.
- ▶ Numerous soffit spalls with exposed rebars on the soffit of the west sidewalk and on the west girder.
- ▶ Drop cap spalls atop the fourth and fifth columns from west at bent #3



Drop cap spalls atop the fourth and fifth columns at the existing bridge

The existing structure has been giving a sufficiency rating of 70.8 and a status identification of "Functionally Obsolete". Included in the bridge inspection report was a

City of Manhattan Beach
 PROPOSAL FOR SEPULVEDA BRIDGE WIDENING PROJECT PRELIMINARY ENGINEERING
 (PE)/ PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E), AND CONSTRUCTION SUPPORT

recommendation for seismic retrofitting of the existing non-ductile columns.

The existing bridge has also been classified as "Not Eligible" in terms of its historical significance.

A.2 Right-of-Way (ROW) Search

This project proposes partial acquisition of four (4) parcels located on the east side of Sepulveda Boulevard between stations 207+55 and 208+55, as shown in Section C, Layout Alternative 3, of the Project Report, dated December 30, 2004. These properties are privately owned and identified as follows:

- ▶ APNs 4138-020-033, 4138-020-034 and 4138-020-015 (Owner: RREEF AMERICA REIT BBB II)
- ▶ APN 4138-020-014 (Owner: 3500 SEPULVEDA LLC/13th CREST ASSOCIATES LLC).



Fry's Electronics Marquee

easement area. The Fry's Electronics marquee (sign) located on APN 4138-020-033, just north of the bridge, may require relocation as well.

A property impacts analysis was completed and included in the 2004 Project Report and a comprehensive Right of Way Cost Estimate and Data Sheet was included in Sections D and E of said report. The Right of Way Data Sheet was updated in the Supplemental Project Report, dated November 20, 2006. Qualified HDR Right of Way professionals will update the cost estimate and data sheets if necessary.

HDR has the largest Right Way Division by an A&E Firm in the country. The resources available have brought great success to projects such as the *Union Pacific Railroad's (UPRR) Colton Crossing, and Redland's First Mile. James Staudinger*, the Right of Way Lead on those projects, will also be the Right of Way Lead for this project.

A.3 Existing Utilities Research

The utility conflict identifications and notifications (preliminary notification letters) will be conducted early on. HDR's pro-active approach with the utility identification and relocation process will minimize any impact to the project schedule or cost. HDR will initiate



Pacific Theater Marquee

Temporary and permanent takes will affect these properties, not only for the construction of the ultimate project, but also for the temporary uses that may be required for staging and access, particularly for improvements to the bridge. Additionally, relocation of a sign(s) will be required for private property. HDR Agents will coordinate the relocation of the Pacific Theaters marquee (sign), located on APN 4138-020-014 and within the proposed permanent

early communication to obtain plans, maps, and as-builts from utility owners within the project limits. This will enable the team to identify potential utility impacts early and propose agreed-upon solutions and/or mitigation measures. We will review franchise agreements, master contracts, and other pertinent documents to determine liability. Early notification will also allow us to identify long-lead items early in the process. Also, our approach will enable us to address and analyze constructability issues to identify potential conflicts between staging concepts and utilities. A well prepared mitigation plan (staging plan, relocation plan, etc.) will minimize impacts to motorists, pedestrians and surrounding businesses. HDR brings an approach and experience that will make this project successful. HDR is currently developing the final plans for **UPRR's Colton Crossing Project in the City of Colton. Andy Duong, PE**, has led the utility coordination effort for that project and he will bring that experience and knowledge to the Sepulveda Bridge Widening Project.

A.4 Storm Water Data Report

Designing water quality treatment Best Management Practices (BMPs) to Target Design Constituents are a significant challenge, especially when there is limited right-of-way. The approved 2004 PA/ED SWDR indicated that "there is no pollutant of concern within the receiving water body." The HDR team will re-confirm that the project does not discharge to a water body that has been placed on the latest approved 303(d) list or has had a total maximum daily loads (TMDL). If that's the case, then general purpose pollutant removal will apply and run-off will be conveyed, as efficiently and cost-effectively as possible, to a Treatment BMP.

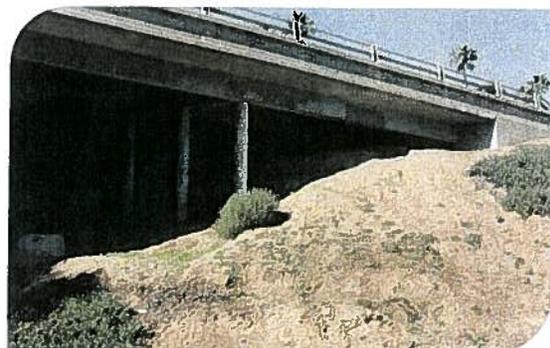
HDR will re-evaluate the existing approved PA/ED Storm Water Data Report (SWDR), dated June, 30, 2004, to assure that the documents are in compliance with the new guidelines given in the Caltrans Storm Water Quality Handbook:

Project Planning and Design Guide (PPDG). If maximum disturbed soil areas, existing and proposed impervious surface areas are similar to those documented in the 2004 approved PA&ED SWDR, most likely only a supplement report to address the new risk level determination requirements will be needed to meet the new PPDG(July 2010) requirements.

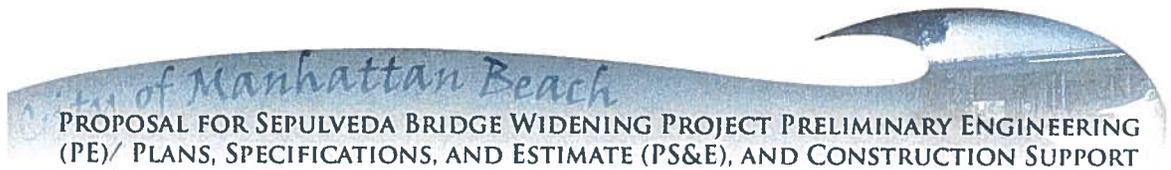
Vahid Haghdoost, PE, will be preparing the SWDRs for this project. Mr. Haghdoost recently successfully provided a supplemental report (to incorporate new 2010 requirements) to an existing SWDR on **OCTA's SR 57 Northbound Widening in Anaheim**.

A.5 Geotechnical

Based on the existing data, the soils at the site consist of dense sand embankment fills underlain by undifferentiated older stabilized dune and drift sand and probably Pleistocene marine clastic sediments or alluvium. These underlying soils consist of very dense, fine to medium sand and silty sand. Groundwater was not encountered during the previous field investigations and liquefaction potential is considered to be extremely low at this site.



Original bridge abutments and bents are supported by spread footings with the previous widening supported on cast-in-drilled-hole pile foundations



Based on the noted information, geotechnical elements that will be evaluated are:

- ▶ Seismic hazards and ground motion
- ▶ Possible shallow ground water levels
- ▶ Stability of existing and permanent slopes
- ▶ Temporary and permanent retaining wall types and associated shorings.
- ▶ Minimizing effects of the new bridge on the existing commercial building.
- ▶ Minimizing the effects on the existing bridge structure.
- ▶ Construction consideration such as installing piles, if required, for existing bridge retrofit.

Gary Gilbert, PE, GE, from our geotechnical partner Diaz Yourman, will be providing geotechnical support. He has extensive experience providing preliminary geotechnical investigations and analysis, foundation design requirements and geotechnical parameters for seismic retrofit analyses on various projects such as the City of Pasadena's **La Loma Road Bridge Retrofit Project**.

A.6 Environmental Documentation

A "Negative Declaration/Finding of No Significant Impact" was approved for this project in February of 1988. An Environmental Reevaluation/Addendum was completed and approved in June of 2004.

The HDR team has studied the existing documents and will prepare all required environmental research and analysis necessary for the project, pursuant to the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) requirements, as well as the policies and procedures contained in Caltrans' Environmental Handbook, Local Programs Manual and the NEPA delegation pursuant to SAFETEA-LU Section 6004-6005.

Because the project is located within Caltrans right of way, the project will be processed through Caltrans Local Programs/Specially Funded Projects.

Based on our initial research,, the highest level of environmental documentation required is anticipated to be an Initial Study/Environmental Assessment leading to a Mitigated Negative Declaration/Finding of No Significant Impact. All necessary environmental coordination will be conducted with the City and Caltrans at the beginning of the project, including but not limited to the following:

- ▶ Review of all Caltrans, agencies and public comments received
- ▶ Review of all technical studies completed to date
- ▶ Review of the IS/EA and Programmatic Section 4(f) completed to date

Upon commencement of the project development process, the HDR team will consult with Caltrans staff to see if a revalidation may be the appropriate NEPA/CEQA document. We will also propose a Categorical Exclusion for NEPA. Since the technical analysis was completed in 2003, it is anticipated that all technical studies would need to be redone to ensure that the CEQA and NEPA documentation is in conformance with the most recent requirements identified in the Caltrans Standard Environmental Reference (SER). The following technical studies will be conducted:

- ▶ Natural Environment Study (Minimal Impact)
- ▶ Noise Study Report using the Caltrans Traffic Noise Analysis Protocol from May 2011
- ▶ Historic Property Survey Report
- ▶ Archeological Survey Report
- ▶ Historical Resources Evaluation Report
- ▶ Initial Site Assessment/Site Investigation
- ▶ Air Quality Report

- ▶ Visual Impact Analysis
- ▶ Programmatic Section 4(f)

Other technical studies, such as the Traffic Impact Report, may also have to be re-evaluated. Current traffic data and new federal air quality regulations will require the Project to have updated and current information to be eligible for federal funding.

All environmental documents and supporting documents will be prepared using the most recent NEPA regulations set forth in 40 CFR Chapter 5 and CEQA statutes and guidelines and all related laws and authorities including the Caltrans formats.

Richard Galvin from GPA Environmental, our Environmental partner on this project, has extensive experience providing environmental evaluations and technical studies on multiple Caltrans and Los Angeles Projects such as:

- ▶ **California Street Bridge** – City of Ventura. GPA completed the Preliminary Environmental Study (PES) and coordinated the review and approval process through Caltrans to receive a Categorical Exemption.
- ▶ **North Spring Street Viaduct and Rehabilitation** – City of Los Angeles. GPA is currently updating all required environmental analysis necessary for the project pursuant to CEQA and NEPA requirements.
- ▶ **Fletcher Drive Bridge Seismic Retrofit** – City of Los Angeles. GPA conducted pre-construction and through construction monitoring of mitigation and environmental permit compliance.
- ▶ **US 101 HOV Widening** – Caltrans District 5 and 7. Managed 10 environmental task orders for Caltrans which included preparation of technical reports including section 4(f) evaluations, preparing executive

summaries of the Draft and Final IS/EA, and conducting public outreach tasks.

A reevaluation of the ED will subsequently require a Supplemental Project Report (SPR). During the preparation of the SPR elements such as the engineering cost estimates, traffic information, right of way data sheet, and the TMP data sheet will also be updated.

Camilo Rocha, PE, HDR's Project Manager, has prepared numerous PRs and SPRs in his career which included 16 years in Project Development at Caltrans District 7 and 12. He recently prepared the PR and SPR **OCTA's SR-57 Northbound Widening Project in Anaheim**. He also performed the quality assurance review of the PR for the **Port of Los Angeles' I-110/C Street Interchange Project in the City of Wilmington**. This PR was prepared by **Steve Leathers, PE** and **Ravi Shah, EIT**, who are also on HDR's Sepulveda Bridge Widening Team.

A.7 Hazardous Materials/Waste Site Assessment

A preliminary hazardous waste assessment was completed by Caltrans in April 2004. ADL, yellow traffic striping and asbestos containing material were noted as potential hazards. During the preparation of the SPR, a preliminary hazardous waste assessment memo was issued on 10/30/2006 which reconfirmed the findings from the original assessment except for the hazardous waste remediation cost.

The HDR team will perform an Initial Site Assessment (ISA) to evaluate the potential for environmental contamination of soil and groundwater impacting construction activities (this will be followed by an intrusive investigation as recommended by both 2004 assessment and the 2006 memo). The ISA will generally be performed using the guidelines listed in the Caltrans Project Development Procedures Manual (July 1999) and The American Society for Testing and Materials

(ASTM) Designation E 1527, Standard Practice for Environmental Project Site Assessments: Phase I Environmental Property Assessment Process.



Yellow Traffic Striping is a potential hazard

The scope of work to accomplish this generally consists of:

- ▶ Review of the preliminary hazardous waste assessment performed by Caltrans on April 23, 2004, for the Project Report (PR)
- ▶ A review of environmental databases and files available to the public for the property and neighboring properties
- ▶ A site reconnaissance
- ▶ Review of Historical research related to use, storage, disposal or release of hazardous materials or petroleum hydrocarbons, from property records, public records, aerial photographs, and interviews
- ▶ Report of findings in a stand alone, bound report

Mr. Gary Gilbert, PE, GE, has prepared Phase I and Phase II environmental investigations on multiple projects including the **Port of Los Angeles' C Street/I-110 Interchange Project In**

San Pedro, CA, where **Diaz Yourman is also a partner to HDR**.

B. Phase II Work – Final Design Phase

B.1 Obtain Authorizations (E-76) for Right-of-Way and Utilities from Caltrans

Scope of Services of the RFQ requires obtaining authorizations (E-76) for Right-of-Way and Utilities from Caltrans. Assuming that the City is using federal dollars to pay for the cost of R/W acquisition, authorization for use of these funds would be processed through Caltrans District 7 Office of Local Assistance. This process will be conducted in compliance with Caltrans Local Assistance Procedures Manual through submittal of *Request for Authorization to Proceed with R/W* (Exhibit 3-B)¹, *Request for Authorization Data Sheets* (Exhibit 3-E), *Finance Letter* (Exhibit 3-O), *Approved Environmental Document*, and *Project Prefix Checklist* (Exhibit 3-L), and securing Caltrans approval of all referenced documents and the approved E-76 application for Right-of-Way (ROW). Careful attention must be given to adequately address and estimate temporary construction easements and replacement utility easements, if any.

B.2 Permits

Caltrans Encroachment Permits are required for all encroachments within the State ROW as well as all data collection activities (surveying, soil/geotechnical/material testing, utility potholing, hazardous waste investigations, and all other activities in support of design). Upon receipt of Notice to Proceed (NTP) and prior to commencement of work within State R/W, we will apply for and secure Caltrans permits for physical surveying and engineering related activities along Sepulveda Boulevard. As design efforts advance and upon approval of the environmental document and PS&E, Encroachment Permits will be applied for and

¹ All "Exhibits refer to the exhibits in Caltrans Local Assistance Procedures Manual

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secured for actual construction work within State R/W. Approved Encroachment Permit will be required prior to approval of the final E-76.

HDR is currently assisting UP in obtaining encroachment permits from Caltrans and the City of Colton for **UPRR's Colton Crossing Project**.

B.3 Design Standards

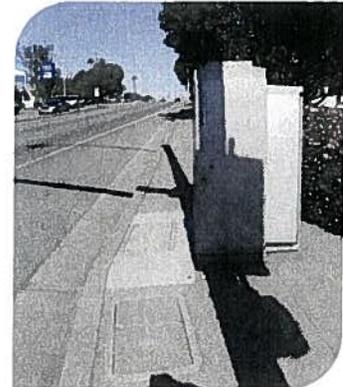
B.3.1 – B3.7 Lane Width – Horizontal and Vertical Clearance

Previous Exceptions to Design Standards Fact Sheets (Advisory and Mandatory) were reviewed during the preparation of this proposal. Additionally, we have identified two potential non standard design exceptions that will have to be evaluated during the project development process. Since the previous design exception fact sheets were approved, Caltrans has modified the fill slope requirements to 4:1 (from 2:1), Section 304.1 of the Highway Design Manual (HDM). Also, depending on the fate of the Pacific Theaters Marquee Sign, The mandatory standard for lateral clearance from elevated structures, Section 309.4 of the HDM, may have to be evaluated. If the potential non-standard conditions cannot be mitigated, HDR will prepare and submit Supplemental Exceptions to Design Standards Fact Sheet. If it is an advisory exception to the standard that is being requested, HDR will process and obtain approval from Caltrans District 7. If it is a mandatory exception to the standard, HDR will process and obtain approval from the Project Development Coordinator (Headquarters Division of Design) as well.

HDR will also design sidewalks and pedestrian accessibility in compliance with Caltrans' Design Bulletin 82-04 and the American with Disabilities Act (ADA) Standards. If full standards cannot be obtained, HDR will consult with David Cordova from the Office of Geometric Design Standards to determine mitigation. If exceptions are needed, HDR will prepare an Exception to

Accessibility Design Standards Fact Sheet and submit it to Caltrans for approval.

Camilo Rocha, PE; Liem Nguyen, PE; Steve Leathers, PE and Ravi Shah, EIT have extensive experience preparing design exception Fact Sheets on multiple projects including the **SR 57 Northbound Widening, 110/C Street Interchange, SR 241 and SR 74 (Ortega Highway) Projects**.



HDR will evaluate ADA Standards for this project

B.3.8 Bridge Structural Capacity

During the Advanced Planning stage, as identified in the previous Project Report, the Manhattan OH has obsolete barriers on the southbound side. As part of the proposed improvements, type 26 modified concrete barriers will replace the existing decorative railing.

With the implementation of the AASHTO LRFD Bridge Design Specifications and California amendments (LRFD), it is anticipated that the majority of California's bridge inventory may not meet the design live load criteria based on HL-93 and P15 live loads. However, bridge rating and posting criteria will remain unchanged for existing structures that were previously designed based on HS20-44 and P13 vehicular live loads. Widening on stand-alone substructures shall be based on LRFD design criteria.

Wellington Chu, PE has successfully performed this analysis on multiple bridges including the **Union Oil Undercrossing (UC)** widening (110/C Street Interchange), **Katella Ave Undercrossing** and the **Douglass Overhead (SR 57 Northbound Widening)**.

B.3.9 Signing and Pavement Delineation Plan

Signing and striping plans and pavement delineation for the improved and widened bridge shall be designed to accomplish the new lane configuration and to conform to the latest edition of California MUTCD, Caltrans Standard Plans, Caltrans Standard Specifications and the City of Manhattan Beach Standards. The pavement delineation plan will be prepared in 50 scale and will cover from south of 33rd Street to north of Rosecrans Avenue to match the new bridge lane configurations.

Mr. Abi Mogharabi, PE (Iteris), has extensive experience preparing sign and pavement delineation plans in Los Angeles. Specifically, Mr. Mogharabi provided traffic engineering design services (as part of Iteris' on-call) for the County of Los Angeles in support of its **Signal Synchronization Program which included preparation of sign and pavement delineation**.

B.3.10 Traffic Signal Modification Plans

The two signalized intersections at the two ends of project will most likely be impacted both operationally and physically by the project and hence existing loops and signals will likely need to be modified to accomplish the lane reconfiguration and turn movements as a result of the additional northbound lane.

▶ **Sepulveda Blvd/ 33rd Street:** The intersection is currently signalized with southbound protected left turn phasing. The northbound approach has three through and one right turn only lanes while the southbound approach has three through and one left turn lane. The signal equipment

including the signal poles are relatively in good condition but will be affected by the bridge widening project. The controller cabinet, service cabinet and the signal pole located at the northeast quadrant of the intersection will be impacted and will be relocated or replaced. The intersection lane configuration and the inductive loops locations shall be redesigned and the right turn only lane converted to thru or shared thru- right lane in order to match the new additional northbound lane on the bridge.

▶ **Sepulveda Blvd/Rosecrans Avenue:** The intersection is currently signalized and does not appear to be impacted by the project except for minor realigning of the northbound approach lanes and restriping.

Complete signal modification design plans will be prepared to address the required changes due to the widening project as well as addressing potential deficiencies to comply with MUTCD requirements.

As mentioned above, **Mr. Mogharabi** has extensive experience in traffic engineering services which includes preparing signal modification plans for **the County of Los Angeles' Signal Synchronization Program**.



Due to the widening of the bridge, the existing street light poles will be relocated

B.3.11 Street Lighting Plans

Due to the widening of the bridge, the existing street light poles will be relocated. The lighting design will include light intensity calculations and preparation of the design plans to comply with Caltrans standards.

B.3.12 Transportation Management Plan (TMP)

The TMP report includes the process, signage, the detour plan, cost estimate and traffic mitigation during construction. **Abi Mogharabi and Vigen Davidian, PE**, from Iteris have successfully delivered TMP Reports on multiple projects throughout Southern California including the **OCTA's SR 91 Eastbound Auxiliary Lane from SR-241 to SR-71 Project** covering both Caltrans District 8 and District 12 jurisdictions.

B.3.13 Highway Planting and Irrigation Plans

While a limited amount of planting is visually apparent to the vehicular traveler, pedestrian views from the bridge deck (sidewalk) and the recreational trail provide ample opportunity for viewing the existing and proposed landscape improvements. The existing plant materials includes a variety of trees (Melaleuca, Pinus, Ulmus), shrubs (Acacia, Pittosporum), and ground cover (Carpobrotus, wildflower mixes). From the viewpoint of the recreational trail, the existing landscape improvements are mature and visually 'frame' the structure. The proposed highway planting and irrigation system improvements will respond to the proposed grading impacts resulting from the project construction. The landscape concept will, whenever possible, protect the established plant material and recommend enhancements conducive to the existing palette. The proposed plant material will be drought tolerant and will require minimal maintenance. The northbound widening will require removal of mature trees

(Erythrina, Eucalyptus, Pittosporum), and palms (Phoenix, Washingtonia) species. These species will be replaced with the same species in areas appropriate for their mature size and location.

The proposed highway planting design will identify and quantify impacted plant materials; select appropriate replacement plant materials, and the resulting quantities, consistent with municipal requirements; meet erosion control guidelines; and respond to the established maintenance practices.

The irrigation system design will adhere to municipal system design standards; emphasize resource (water) conservation; provide efficient irrigation delivery to the plant material; and respond to the established maintenance practices.

Additionally, the proposed design will include the identification and remediation of negative visual impacts to the surrounding land uses (residential, commercial, retail).



The existing plant materials include a variety of trees

Tim Mann, RLA (Lynn Capouya Inc.), our Landscape Architect Partner, has extensive experience on Caltrans projects in Southern California. Mr. Mann successfully provided landscape architecture services for **Metro's I-405 Sepulveda Pass Widening Project** and has worked with the **City of Thousand Oaks** and

Caltrans District 7 on the SR-101/Wendy Drive Bridge Widening Project.

B.4 Design Surveys/ROW Engineering

Design surveys will be developed during Phase II for final design plans and will include cross sections at 50-foot intervals and as otherwise needed to provide location and elevation of all topographical features between the right of way lines along Sepulveda Boulevard from 33th Street to Rosecrans Avenue. All underground utilities not shown on records but found during potholing, will be surveyed. Proposed required Right of Way lines and proposed temporary and permanent easements will be delineated and legal descriptions and plats will be prepared. A Record of Survey will be filed if required.

HKA, our surveying partner, has performed numerous surveys for Caltrans and is highly qualified to conduct the work required in this contract.

Richard Hernandez, PE, PLS (HKA) has extensive design survey and right of way engineering experience as the survey lead on various Caltrans projects in Southern California. These include work on **SR 71 and SR 91 corridor projects in District 8 and 12, the La Mesa/Nisquali/I-15 Interchange Project in the County of San Bernardino (District 8)** and currently providing design surveying and construction staking services as part of HKA's **On-Call with District 7.**

Optional: Aerial Photogrammetric Mapping

An alternative to the topographic survey or in support of the topographic survey is to map the area. If desired by the City, the HDR Team will employ an aerial mapping specialist and will set photo control points at key locations as approved by Caltrans Survey Department. Each photo control point will be tied to existing project control provided by Caltrans.

3-D Digital Aerial Mapping will be compiled from aerial photographs into Microstation CADD format. The digital mapping will be at a scale of 1": 40' with 1' contour interval for the project site. In addition, a Digital Terrain Model (DTM) will be delivered with X; Y & Z coordinates for development of triangulated irregular network (TIN) files.

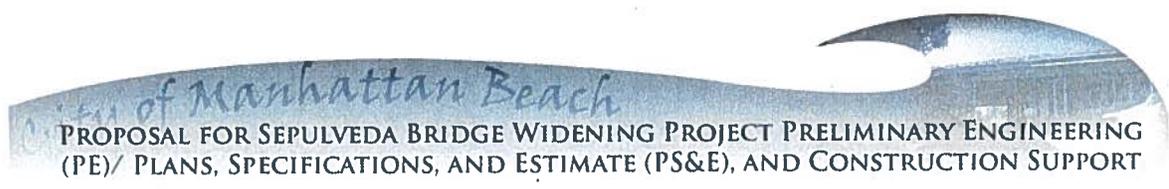
B.5 Geotechnical

The importance of soil/structure interaction on a bridge widening project cannot be overstated. Balancing proposed/existing structure foundation stiffness in an effort to eliminate differential settlement is important to the long-term performance of the widening structure. HDR engineers, assisted by Diaz Yourman & Associates (DYA) have successfully performed this task on many structures in our previous projects such as the Port of Los Angeles' C Street Project.

For the proposed widening as presented in the Project Report dated 12/30/04, we anticipate that the new foundation will match the existing widening foundations and consist of cast-in drilled-hole piles to resist seismic lateral loads. Using the same foundation type as the existing structure will reduce differential movement between the existing and proposed widening elements of the bridge. Based on the dense sands anticipated at the site, cast-in-drilled-hole piles will also be the most feasible for deep



The importance of soil/structure interaction on a bridge widening project cannot be overstated.



foundation construction.

During the type selection process, other alternative structure types will be evaluated as potential alternatives for the project. Other superstructure types include but not limited to reinforced concrete slab, reinforced concrete box girder, precast prestressed I-girders, and precast prestressed t-beams will still likely consist of cast-in-drilled hole piles due to the high loads and constructability constraints. However, if a buried arch culvert with cellular concrete backfill is considered as a design alternative, the reduced dead load could potentially eliminate the need for a pile foundation since the existing 1930 structure was constructed on spread footings at the bent locations therefore indicating that the existing soil conditions have high bearing pressure capacity.

DYA will perform borings at the easterly side of the existing bridge in the vicinity of the proposed widening. The actual boring locations will be based upon existing site access and utilities. Existing logs of test borings will be reviewed to possibly reduce the extent of the new field investigation required. The depth of the borings will be determined based upon a proper evaluation of the proposed foundation option.

B.6 Right-of-Way

HDR's qualified and licensed ROW staff will coordinate the right-of-way acquisition process with the City of Manhattan Beach (City) for the acquisition of four (4) permanent easements and four (4) temporary construction easements required for the project's construction. Acquisition of real property will follow the Uniform Relocation Assistance and Real Property Policies Act of 1970. HDR will coordinate and provide information to CALTRANS in support of their (ROW) oversight efforts.

HDR ROW staff will order, review and update for up to four (4) Preliminary Title Reports (PTRs) required for the right-of-way engineering,

appraisal and acquisition tasks. ROW Plats and Legal Descriptions will be prepared by HKA, our surveying partner, using the right-of-way requirements generated by HDR. ROW staff will initiate Appraisals and Appraisal Reviews and submit a Statement of Just Compensation to the City for approval.

Upon completion of valuation by others under City's review, HDR staff will prepare all documents required to present an offer for the acquisition of said easements. HDR will make a minimum of three personal contacts with the property owner and negotiate to acquire said easements. In the absence of agreement to sell by the property owner(s) and upon City's approval, HDR will assist the City to proceed with condemnation efforts.

HDR ROW staff will coordinate the relocation of the Pacific Theaters marquee (sign) and any other property owner or tenant personal property located within the Easement or TCE area. In order to minimize ROW costs, larger items located within the TCE will be protected in place.

HDR ROW Staff will also assist during the escrow through the closing. HDR will assist in the preparation of Caltrans ROW certification documentation. Completed acquisition files will be returned to the City for closure.

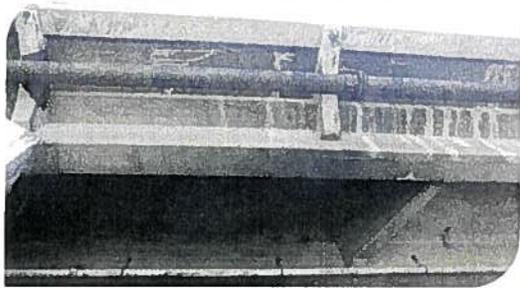
James Staudinger, our ROW Lead, spent much of his career at Caltrans and knows the processes and how to obtain successful results. He has performed similar task as lead on various projects such as **UPRR's Colton Crossing, Redland's First Mile, and OCTA's Kraemer Railroad Grade Separation Project.**

B.7 Utilities

B.7.1-B.7.3 Existing Utilities Research



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Timely utility relocations are vital to this project's success

Timely utility relocations are vital to a project's success in order to prevent construction delays. HDR has identified two (2) utility relocations on this project, a City of Manhattan Beach water line and Southern California Edison electrical facilities. HDR Agents are familiar with the Streets and Highways Codes, franchise rights, prior easement rights and other rights under which a utility has the authority to operate. HDR will initiate a Report of Investigation to determine under what circumstances, and at whose cost, the utility relocation will be performed. HDR will coordinate utility relocation design efforts, prepare utility agreements and prepare and acquire new utility easements, if necessary.

Existing utilities within the project limits will be surveyed and mapped.

For lines parallel to right of way, location ties as necessary to show relationship to the right of way lines

The HDR team will perform potholing of subsurface utilities to determine horizontal and vertical locations to assist with minimizing the impacts to existing utilities during the design phase.

B.8 Roadway Drainage, and Traffic Management Plans: Specifications: and Reports

The HDR team has successfully delivered multiple Caltrans PS&E packages for a variety of clients such as:

- ▶ Port of Los Angeles
- ▶ City of Los Angeles
- ▶ OCTA
- ▶ UPRR
- ▶ Rancho Mission Viejo
- ▶ Transportation Corridor Agencies (TCA)

This experience and know how ensures that the Sepulveda Bridge Widening PS&E package will be stream lined and delivered using the same resources that were used to successfully deliver projects for the above clients.

B.8.1 Prepare 35%, 65%, 95% and Final Plans

The HDR team will prepare preliminary plans for the 35% and Plans, Specifications, and Estimate (PS&E) for the 65%, 95%, and 100% plans submittal to Caltrans and the City. The plans will be in accordance with the Caltrans' 2008 Plans Preparation Manual. These plans will include but not be limited to the following plan sheets:

- ▶ Title Sheet
- ▶ Typical Cross Sections
- ▶ Key Map and Line Index
- ▶ Layouts
- ▶ Profiles
- ▶ Construction Details
- ▶ Temporary Water Pollution Control Plans and Quantities
- ▶ Contour Grading
- ▶ Drainage Layouts, Profiles, Details and Quantities
- ▶ Utility Plans
- ▶ Construction Area Signs
- ▶ Stage Construction/Traffic Handling
- ▶ Pavement Delineation
- ▶ Sign Plans, Details and Quantities
- ▶ Summary of Quantities

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- ▶ Retaining Wall Plans, Details and Quantities
- ▶ Log of Test Borings
- ▶ Irrigation Plans, Details, and Quantities
- ▶ Landscape Plans, Details and Quantities
- ▶ Lighting and Sign Illumination
- ▶ Signal Plans, Details and Quantities
- ▶ Bridge Plans

B.8.2 Compile Specifications Using Applicable Caltrans Standard Special Provisions (SSPs)

The HDR team will provide edited draft SSPs and marked up NSSPs (non-standard SSPs) with the 65 % submittal to be processed through District 7 and Caltrans Headquarters for approval. We will also provide an NSSP log which tracks NSSPs specifics such as non-standard item, submittal date, approval date and sponsor. The 95% and 100% submittal will include finalized edited SSPs with approved NSPPs. An estimate based on Caltrans' Basic Engineering Estimate System (BEES) as noted in sections B.11.1 to B.11.2 of this proposal will also be provided with the 65%, 95%, and 100% plan and specification submittals.

B.8.3 Prepare and Submit Required Reports

Reports to be submitted during the PS&E phase of the project include but are not limited to:

- ▶ Exceptions to Design Standards Fact Sheets – as noted in section B.3.1-B.3.7 of this proposal
- ▶ Life Cycle Cost Analysis (LCCA) – The LCCA will be developed to determine which pavement section alternative is the most cost effective for this project
- ▶ Drainage Report – Will include the hydrology and hydraulic calculations with supporting maps and exhibits
- ▶ PS&E SWDR – as noted in section B.9 (below) of this Proposal
- ▶ Foundation Reports – Will include geotechnical foundation recommendations for all structures, alternative foundation

types, potential construction problems and mitigation measures, geotechnical calculations, maps and exhibits in accordance the latest Caltrans requirements as identified in the Foundation Report Preparation for Bridges Guidelines Dated Dec.2009.

- ▶ Aerially Deposited Lead (ADL) Report – an ADL study and report will be provided in accordance with Caltrans minimum ADL investigation requirements. The investigation will include: A Health and Safety Plan, Permits, Work Plan, Borings, Soil Sampling, Traffic Control, Laboratory and Statistical Analysis and the Final Report.
- ▶ Traffic Management Plan (TMP) – The TMP will be reviewed, elaborated and developed for the 60% and completed at 100% at a level to identify Traffic related Project Impacts including construction requirements and cost of TMP implementation. The TMP will address all of the required strategies outlined in the Preliminary TMP. Special Considerations will be given to the phasing as it relates to this issue.

B.9 Storm Water Data Report

HDR will prepare a Storm Water Data Report (SWDR) for the PS&E phase of the Project in compliance with the new guidelines given in the Caltrans Storm Water Quality Handbook: Project Planning and Design Guide (PPDG). The revisions in the new PPDG (July 2010) address changes to the Caltrans Stormwater Program including new requirements from the new Statewide Construction General Permit (CGP), an improved process for selecting treatment Best Management Practices (BMPs) and a variety of updates to estimating and documenting stormwater decisions in the SWDR. A significant task that will be required is the determination of the project risk level (RL). The new PPDG describes that a project RL will be determined during each phase of project delivery and will be

documented in the SWDR. Another revisions related to the new CGP has to do with estimating. Depending upon the project RL, new stormwater bid items may be required:

- ▶ A new item for "Stormwater Annual Report" will be required for all Risk Levels
- ▶ For RL 2 and 3 projects, new items for Rain Event Action Plans (REAPs) and stormwater Sampling and Analysis Day will be required.

Vahid Haghdoost, PE, will also be preparing the SWDR for the PS&E phase of this project and recently prepared and received approval on the PS&E SWDR (with the new 2010 PPDG requirements) for **OCTA's SR-57 Northbound Widening Project** in Anaheim.

B.10 Bridge PS&E

HDR's experience with bridge structures and retaining wall design will make the widening of the Manhattan Overhead Bridge seamless and successful. HDR's bridge engineers have extensive experience working on bridge structures and retaining walls locally and across the nation. HDR has extensive experience working with Caltrans and other local city agencies in Southern California in providing engineering services similar to those required for this Project. **Boris Reznikov, PE** has extensive experience with Caltrans' Bridge PS&E process in the County of Los Angeles with multiple projects such as the **City of Los Angeles' Overland Avenue/I-10 Bridge Widening Project**. Mr. Reznikov recently worked with **Wellington Chu, PE, and Eric Johnson, PE**, to complete the design of two bridge widenings for the **OCTA's SR-57 Northbound Widening** based on the latest AASHTO Bridge Design Specifications and California Amendments.

B.10.1 Type Selection

A successful bridge widening begins with careful study of relative movement between the existing and the new structures. Short- and long-

term deflections under dead and live loads, expansion and contraction under various temperatures, settlement, seismic movement, and basic structure continuity and stability are all factors that must be tuned to provide a widening that is structurally compatible with the existing bridge.

The Structure Type Selection will be based on viable alternatives that will be evaluated in order to determine the most appropriate structure type suited for the project site. The physical condition of the existing bridge is in fairly good condition but the service life of the existing structure has already exceeded 80 year. Annual maintenance cost will continue to escalate as the age of the bridge continues to increase.

The proposed structure as identified as the preferred Alternative 3 alignment and typical section in the Project Report prepared by Caltrans on 12/30/2004 is a simply Supported 5-span reinforced concrete T beam girder bridge supported on concrete pile foundation. The current decorative barrier railing on the southbound side and type 25 concrete barrier on the northbound side will be replaced with type 26 concrete barriers to meet current design standards.

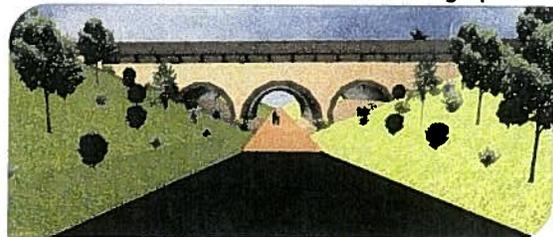
The proposed widening will require replacement or enhancement of existing bridge features. These features include the pedestrian sidewalks, concrete barrier rail, and access control fencing. These features, due to there proximity to the viewer, will provide an opportunity for aesthetic enhancement of the structure. The proposed features should consider: material type, color, and texture of the existing bridge components; their relationship to the established architectural theme; and the functional requirements of the facility. Additionally, the bridge design should recognize, and express sensitivity to, the visual and functional impacts to the existing recreational trail passing beneath the structure.

Not identified in the Advanced Planning Study is the construction and potential abutment retrofit of the existing bridge to accommodate a new approach slab. Since the new widening will have an approach slab to mitigate potential differential settlements between the approach and abutment, it is typical Caltrans procedure to provide an approach slab for the full width of the traveled way. The construction of a new approach slab on the existing bridge requires additional investigation and project planning with respect to construction staging and lane closures. We have explored a wide range of potential design alternatives for this project. Other superstructure types considered include but not limited to reinforced concrete slab, reinforced concrete box girder, precast prestressed I-girders, and precast prestressed t-beams and a buried arch culvert with cellular concrete backfill. The evaluation of other feasible alternatives is to provide the City with the most cost effective solution within its defined budget which can be constructed within or faster than the proposed schedule.

The buried arch culvert with cellular concrete backfill (We are currently using cellular concrete as backfill for our approaches to the overhead structure on the final design of our **Colton Crossing Project for UPRR** in the City of Colton) is an innovative approach to provide an alternative structure type that addresses the needs for a new widening as well as addresses the seismic deficiencies of the existing Manhattan Overhead and existing widening built in the early 1970's. To provide a 3-span arched culvert with architectural finished exterior faces for the new widening and to retrofit the existing 5-span framed structure into the 3-span culvert, the arched spans would be constructed using precast concrete arched spans or steel plated arched sections supported on spread footing or leveling pad foundations. The use of prefabricated section would provide consistency and quality control of the

manufactured section as well as provide a faster construction sequence in order to mitigate and minimize traffic impact to the traffic on Sepulveda Blvd. Once the precast arches are installed in place, decorative headwalls with architectural features would be installed to confine the cellular concrete fill. The use of the cellular concrete fill as a lightweight backfill material reduces the applied load to be within the allowable soil bearing pressure for a spread footing thus reducing the overall cost of the bridge foundation. By changing the structural behavior of the bridge from a framed structure to a buried structure, additional cost saving due to long term maintenance of the existing structure can be achieved. By backfilling underneath the bridge, damage to the existing superstructure due to bending moments and shear for a simply supported structure can be eliminated since the superstructure will be fully supported by the cellular concrete fill.

The buried arch culvert alternative provides aesthetically pleasing architectural features that provide a gateway to the local greenbelt area. Arched entryways provide a sense of openness to the area while maintaining similar design features currently seen within the existing barriers and that can be incorporated into the new type 26 barriers and sidewalks. Decorative tiles and ribbed texturing can also be incorporated into the headwalls thus enhancing the overall elevation view of the bridge profile.



Artist rendering of one possible design solution for this project - Buried Arched Culvert



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Alternative Comparisons Chart		
Structure Type	Benefits/Pros	Challenges/Cons
Project Report Alternative (Reinforced Concrete T-beams)	<ul style="list-style-type: none"> -Matches existing structure types -Maintains minimum vertical clearance 	<ul style="list-style-type: none"> -Requires seismic retrofit of non-ductile columns -Requires the construction and retrofit of the existing abutment to accommodate a new approach slab - Requires falsework erection -18 month construction schedule -Long term maintenance and rehabilitation cost to the original 1930 structure
Precast I-girders/Tbeams	<ul style="list-style-type: none"> -Matches existing structure types -Increases minimum vertical clearance -Decreased construction schedule -No falsework erection 	<ul style="list-style-type: none"> -Requires seismic retrofit of non-ductile columns -Requires the construction and retrofit of the existing abutment to accommodate a new approach slab -Long term maintenance and rehabilitation cost to the original 1930 structure -Increased material costs
Reinforced Concrete Slab bridge	<ul style="list-style-type: none"> -Increases minimum vertical clearance -Reduced design effort by utilizing design standards(Bridge Design Aids 4-10) -Reduced material cost 	<ul style="list-style-type: none"> -Dissimilar superstructure types -Requires seismic retrofit of non-ductile columns -Requires the construction and retrofit of the existing abutment to accommodate a new approach slab -Requires falsework erection -Long term maintenance and rehabilitation cost to the original 1930 structure
Buried Culvert	<ul style="list-style-type: none"> -Eliminates the need for seismic retrofit of the existing columns -Reduces the cost of long term maintenance of aging structures -Eliminates the need for falsework erection -Decreases the overall construction schedule thus minimizing the financial impacts to the surrounding business -Projected 12 month construction schedule -The cost of cellular concrete backfill material is less than traditional backfill material -Increases the service life of the existing structure thus avoiding costly bridge replacement -Aesthetically pleasing 	<ul style="list-style-type: none"> -Potential for graffiti -Reduced minimum vertical clearance

B.10.2 Seismic Evaluation

During the type selection phase of the design process, seismic retrofit analysis of the existing structures is required to identify structural deficiencies and provide seismic retrofit strategies and solutions. Bridges that are to be widened should be upgraded as closely as practicable to the current seismic safety standards. The widening may change the seismic behavior of the entire structure and require it to be upgraded. The extent of and the methods of upgrading will vary with each individual structure depending upon the location, amount of widening and the type of widening. Approach slab failure/settlement should also be considered during the seismic evaluation. In order to accommodate a new approach slab on the existing structure, paving notch extensions will be required to provide adequate seat width for the approach slab.

Based on an initial assessment of the proposed alternative in the project report, in order to increase the ductility of the existing columns, steel column casing can be installed around the existing columns to increase the displacement capacity and stiffness of the column thus decreasing the displacement demand.

One of the unique features of the design approach for the buried culvert is the elimination of providing a seismic retrofit to the existing columns in order to increase its ductility capacity. By encasing the columns with the cellular concrete fill, the overall bridge responses changes from a framed structure to a buried structure behavior where the overall seismic response of the structure is governed by the abutments.

B.10.3 Specifications

During the PS&E phase of the project, the HDR design team will prepare structural specifications using the applicable Caltrans SSP's. We will work together with the City in order to prepare a set of specifications that meet their standard bid documents.

B.10.4-10.6 Deliverables (Plans, Estimate, Calculations)

HDR will utilize its previous project experience in working with Caltrans Office of Specially Funded Projects (OSFP) to provide a seamless union between the various agencies and parties involved in this project. Our extensive experience with preparing PS&E documents for 35%, 65%, 95%, and Final Plans, marginal estimates, design calculations, independent check calculations, and workday schedules will help to ensure that the project stays on schedule, on budget, and results in a quality product.

B.11.1 – 11.2 Cost Estimate

The present economic situation has presented challenges for all of us, funding transportation projects is no exception. With construction bids coming in at as much as 35 percent lower than the engineer's estimate, accurate estimates becomes a risk factor that needs to be properly managed. The HDR team will prepare cost information consistent with the Caltrans Basic Engineers Estimate System (BEES) format.

The Caltrans cost database (District 8 <http://sv08data.dot.ca.gov/contractcost/index.php>) will be used to obtain the latest bid information to evaluate accurate bid item prices, reflecting historical trends and current economic conditions. The estimate will also include associated item codes for supplemental work

² The District 8 link provides the most recent available bid item pricing on Caltrans Projects throughout the State.

and state furnished materials. Using BEES item codes will coordinate with the Caltrans Specifications and facilitate the Caltrans review process. Our approach will also include analyzing the following major components that are risk factors in obtaining an accurate estimate of probable cost:

- ▶ ROW Impacts
- ▶ Proposed Structure Improvements -
- ▶ Provide a cost based on proposed structure widening including constructability factors
- ▶ Environmental Impacts – Costs such as mitigation solutions and hazardous waste cleanup will be properly documented.
- ▶ Support Cost – Meticulously capture all costs required to develop the Project prior to construction. This approach will result in reliable cost estimates that can be used to proceed to the next Project phases with a high level of confidence.

There will be a separate detailed traffic estimate that will address foundations, conduit, conductors, poles, mast arms and all other signal system equipments as approved by Caltrans.

B.12 Submittals

B.12.1 Formal Submission (All Phases)

All formal submissions shall be subject to our QA/QC process as briefly summarized in Section 2.2.3 of this Proposal. All drawings will be in English units and conform to applicable local, county, state, and federal standards, regulations, policies, procedures, manuals and practices.

All submittal drawings will be prepared in Microstation V8i format. Final record drawings will be provided in both Microstation and AutoCAD formats.

Cross sections will be provided in graphic format and in numerical format (grid grades). These cross sections will be part of the final plan set and the Resident Engineer’s file (RE file) that are submitted to the City in preparation for construction of the Project.

B.12.2 Submittals to City, Caltrans, Agencies, and Utilities (All Phases)

HDR will Submit 35%, 65%, 95% and 100% plans simultaneously to the City and Caltrans for review. Submittal will include the previous submittal check prints plus a comments matrix log that will facilitate the review process. The number of submittal copies provided was stipulated in the RFP and is summarized in the table below.

		SUBMITTAL COPIES								
AGENCY	SIZE	35%	65&	95%	100%	SSPs	Estimate	PR	ED	Other reports
Caltrans	11X17	30	30	30	30					
	Full size									
	N/A					30	30	30	30	4
City	11X17	2	2	2	2					
	Full size	2	2	2	2					
	N/A					2	2	2	2	2

HDR will submit plans directly to the utility owners for review of anticipated conflicts

The City will receive a copy of the RE File (includes pertinent information for the construction of the project per the RTL Guidelines) during the "transfer meeting" that occurs after final plans and before construction begins. The City will also receive a copy of all documentation regarding the Project and the close out of the Project.

B.13 Obtain Authorizations (E-76) for Construction from Caltrans

The E-76 authorization of funds for Construction of this project will be processed through the submittal of *Request for Authorization to Proceed with Construction* (Exhibit 3-D), *Request for Authorization Data Sheets* (Exhibit 3-E), *Finance Letter* (Exhibit 3-O), *Preliminary Estimate of Cost* (Exhibit 12-A), *Approved Environmental Document, R/W Certification, PS&E Certification* (Exhibit 12-C), *PS&E Checklist* (Exhibit 12-D), *Local Agency Construction Contract Administration Checklist* (Exhibit 15-A), and *Project Prefix Checklist* (Exhibit 3-L).

Abdollah Ansari, can assist the City in preparing and processing the E-76 Application. Mr. Ansari has prepared multiple E-76 Packages including one for **The City of Ventura's California Street Project**.

C. Phase III Construction Support Phase

C.1 Bidding Support

C.1.1 Copies of the Design Drawings and Contract Documents

C.1.2 Questions During Bidding and Pre-Construction Meeting

C.2 Construction Support

C.2.1 Questions During Construction and Requests for Information (RFI's)

C.2.2 Review Contractor Submittals

C.2.3 Preparation of Record Drawings

C.2.4 Owner of Original Drawings, Documents, and Other Information

The HDR team will provide engineering support services during the bidding and construction phases of the project. We will support the City and its construction manager in their oversight of the construction contract. Our services may include general technical support, preparation of addenda and conforming the drawings, specifications, and other project documents during the bidding phase; and management of support services, quality control, quality assurance, preparation of progress status reports, invoices and logs, attending meetings, participating in field reviews, response to Requests for Information (RFI), and Requests for Changes (RFC), review of contractors' submittals and shop drawings, review of field generated "Non-conformance Reports", incorporation of all redlines by the contractor and preparation of the final as-builts during construction phase.

3. Terms and Conditions

HDR requests that the following revisions be incorporated in the City's Professional Services Agreement.

- ▶ Paragraph 4 to be rewritten to comply with industry standards and insurability:

Professional Standards: Consultant shall maintain the customary level of competency presently maintained by other similar practitioners in the State of California, for professional services under this Agreement.

- ▶ Paragraphs 7.1 and 7.2 (4)

Insurance Requirements: Replace "do business" with "provide insurance". This will allow Consultant the ability to carry insurance with a "non-admitted" California carrier should the need arise.

- ▶ Paragraph 12 to be rewritten to clarify the intended use of documents produced for this project.

Ownership: Upon payment of all monies rightfully owed by the City to Consultant herein, all documents or other information created, developed or received by Consultant with the exception of those standard details and specifications regularly used by the Consultant in its normal course of business, shall be the sole property of the City. Consultant shall provide City with copies of these items upon demand and in any event, upon termination or expiration of the term of this Agreement. Any reuse or modification of such documents for purposes other than those intended by the Consultant under its scope of services shall be at the City's sole risk and without liability to the Consultant.

- ▶ Paragraph 21 to be rewritten to clarify indemnification by Consultant in conformance with Civil Code 2782.8(a).

Indemnification: Consultant agrees to indemnify and hold harmless City and its elective or appointive boards, officers, agents, attorneys and employees from claims, liabilities, expenses, or damages of any nature, including reasonable attorney's fees, to the extent caused by the Consultant's negligence, recklessness or willful misconduct in the performance of the Agreement by Consultant, Consultant's agents, officers, employees, subcontractors, or independent contractor(s) hired by Consultant. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant. Consultant's indemnification and defense obligation shall be limited to the percentage of fault apportioned to Consultant by a court of law, arbitrator or by mutual agreement between the parties.

May 15, 2012

Mr. Edward Kao, P.E.
Senior Civil Engineer
City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, CA 90266

Subject: List of Assumptions to be added to Contract for Engineering Services for the Sepulveda Bridge Widening Project

Mr. Kao,

I have listed the assumptions below that we have discussed and agreed to add as part of the contract:

1. We are not anticipating having to redo the PA&ED phase of this project which is reflected in our fee. However, some documents may have to be redone (ISA, SWDR, etc.) to comply with requirements. Also, some tasks (e.g. surveying) are being done early (as we complete the PA&ED phase) to accelerate and streamline the process as we move into phase 2 of the project.
During negotiations and further investigation it was found that there is an approved SWDR for the PA&ED phase of the project. Our assumption is that we will only need to provide a SWDR for the PS&E phase of the project.
2. The fee reflects a revalidation effort. If during Phase 1 it is determined that recirculation of the Environmental Document is necessary, we will submit a scope and fee adjustment to reflect that effort.
3. Initial Site Assessment (ISA) is phase 1 only. If it is determined that a phase 2 is necessary, we will submit a scope and fee to reflect that effort
4. 4 parcels are being impacted by this project
5. We are assuming that Caltrans will not require a Life Cycle Cost Analysis (LCCA) for this project. If it is required, we will submit a scope and fee to reflect the effort.
6. We are assuming a Type 1 Retaining Wall design for the required wall south of the bridge. If it is determined that a special design or other type of wall is needed, HDR will meet with the City to discuss alternatives and determine the optimum solution for this project.
7. A Bridge Site Data Submittal (Structures) was not reflected in the RFP but needs to be added to the scope. This is a requirement before Type Selection. We have added it as Task B.10.0.
8. There will be 6 bridge borings (1 for each bridge support), 1 for the retaining wall and 1 for the pavement. There will also be a maximum of 6 ADL borings (maximum 5ft deep).

9. There is an existing SWDR for the PA&ED phase of the project. Our assumption is that we will only need to provide a SWDR for the PS&E Phase of the project. This additional assumption is from email dated Feb 6, 2012 and is also reflected in the update to the first bullet assumption above.
10. Because of the size of the Project, we anticipate Caltrans will allow us to submit a combined GDR/Materials Report. This additional assumption is from email dated Feb 6, 2012.
11. HDR assumes that we will not need to prepare an APS since an approved one already exists.
12. There are approved Exceptions to Advisory and Mandatory Standard Fact Sheet. If necessary, Supplemental Exceptions to Advisory and Mandatory Standard Fact Sheets will be prepared during PS&E
13. The attached revised schedule and above assumptions will supersede language in the Approach to Scope (Scope of Services) attachment. For example, the Approach to Scope states that HDR will conduct bi-weekly PDT meeting. During negotiations and discussions with the City, it was decided that monthly PDT would be adequate and conference call between PDT meetings appropriate if necessary. The monthly PDTs are reflected in the Project Schedule
14. New Caltrans or regulatory agency requirements and protocols (not originally covered in the scope) could affect scope and fee. If new requirements and or protocols are required, it is assumed that The City and HDR will come to a reasonable agreement as to the scope and fee needed for the additional effort
15. Assume Caltrans will waive any type of fees with regards to encroachment permits given that HDR and its subs represent The City in this project
16. After various discussions with the City, HDR assumes that the project modifies only the northeast curb return of 33rd Street. Modification to any other curb returns or handicap access ramps is not included in the scope of work

Please call me if you have any questions or wish to discuss any particulars in more detail. Looking forward to getting started on this project!

Kind regards,

Camilo Rocha, P.E.

Project Manager

Cc: Steve Finton, City Engineer

Tom Kim, HDR

EXHIBIT B

COMPENSATION

Consultant shall be paid on a time and materials basis based on the hourly rates set forth in the Fee Proposal attached hereto for the tasks and reimbursements listed therein. Consultant shall be reimbursed only for the expenses set forth in the Fee Proposal in the amount and rates set forth therein. The compensation amount listed herein includes the compensation for any subcontractors retained by Consultant. City is not obligated to directly compensate the subcontractors.

City of Manhattan Beach
 Sepulveda Avenue Bridge Widening Supplemental PAVED and PS&E
 Breakdown of Hourly Fees by Firm*

Consultant	Project Management		Phase 1		Phase 2		Bidding		Construction		ODC		Total	
	Fee	% of Total	Fee	% of Total	Fee	% of Total	Fee	% of Total	Fee	% of Total	Fee	% of Total	Fee	% of Total
HDR	\$ 146,247	100%	\$ 81,066	24%	\$ 629,869	77%	\$ 11,563	100%	\$ 41,555	97%	\$ 46,685	97%	\$ 956,984	65%
Diaz Yourman	\$ -	0%	\$ 70,488	21%	\$ 31,746	4%	\$ -	0%	\$ -	0%	\$ 61,659	0%	\$ 163,893	11%
GPA Environmental	\$ -	0%	\$ 122,616	36%	\$ 4,378	1%	\$ -	0%	\$ -	0%	\$ 3,450	0%	\$ 130,444	9%
HKA	\$ -	0%	\$ 31,042	9%	\$ 50,106	6%	\$ -	0%	\$ 1,225	3%	\$ 2,675	3%	\$ 85,048	6%
Iteris	\$ -	0%	\$ 30,186	9%	\$ 51,596	6%	\$ -	0%	\$ -	0%	\$ 1,650	0%	\$ 83,432	6%
Lynn Capouya	\$ -	0%	\$ 4,189	1%	\$ 47,159	6%	\$ -	0%	\$ -	0%	\$ 3,300	0%	\$ 54,648	4%
Total	\$ 146,247	100%	\$ 339,588	100%	\$ 814,853	100%	\$ 11,563	100%	\$ 42,780	100%	#####	100%	\$ 1,474,449	100%

ODC =Other direct cost

Diaz Yourman & Associate

HDR Engineering, Inc.

fee breakdown

**Sepulveda BI Bridge Widening
City of Manhattan Beach**

Revised on June 3, 2011

PHASE 1: PRELIMINARY ENGINEERING

Labor	\$70,488.47
Expenses	
Other direct cost	\$1,000.00
Geophysics	\$3,249.00
Subsurface investigation	\$36,369.00
W testing and disposal	\$5,219.00
Geotechnical testing	\$6,199.00
ISA Database	\$550.00
Field Investigation (ADL)	\$2,550.00
Lab Testing (ADL)	\$1,785.00
Costs and Lead (paints)	\$4,638.00
	\$61,559.00

TOTAL \$132,047.47

**PHASE 2: PLANS, SPECIFICATIONS, AND REPRODUCTION
Construction Documents (65% PS&E)**

Labor	\$31,745.60
Expenses	
Other direct cost	\$100.00

TOTAL \$31,845.60

**PHASE 2: PLANS, SPECIFICATIONS, AND REPRODUCTION
Construction Documents (95% PS&E)**

Labor	\$0.00
Expenses	

TOTAL \$0.00

**PHASE 2: PLANS, SPECIFICATIONS, AND REPRODUCTION
Construction Documents (Final PS&E)**

Labor	\$0.00
Expenses	

TOTAL \$0.00

PHASE 2: BRIDGE PS&E

Labor	\$0.00
Expenses	

TOTAL \$0.00

**PHASE 3: CONSTRUCTION ADMINISTRATION
Bidding Support**

Labor	\$0.00
Expenses	

TOTAL \$0.00

**PHASE 3: CONSTRUCTION ADMINISTRATION
Construction Support**

Labor	\$0.00
Expenses	

TOTAL \$0.00

Soils Testing:

Total Hours:

PROJECT TOTAL: \$163,893.07

HDR Engineering, Inc.

Sepulveda BI Bridge Widening
City of Manhattan Beach

Revised on June 3, 2011

	amt.	Principal in Charge	Associate	Associate	Project Engineer	Senior Staff	Staff Engineer	Tech Edit	Word processing	TOTAL		
		V. Nadeswaran	G. Gilbert	S. Niranjanan	P. Kashigand	S. Sethikumar	K. Van Eyck	L. Diaz	C. Pilcher			
PHASE 1: PRELIMINARY ENGINEERING												
Data Review /Kick off Meeting/Mark Boring /Contact USA	2		10				12			24		
Subsurface Investigation	2		10				78			90		
Laboratory Testing	1		2		4					7		
Analysis and Reporting - PFR	8		20	30	30	16	2	6		112		
Analysis and Reporting - PDGR	4		12	24	30	10	2	4		86		
Meeting and Consultations	6		8							14		
Respond to Review Comments (PFR, PDGR)	8		16	9	3		2	4		42		
Initial Site Assessment (ISA)	12				36			4		52		
Aerially Deposited Lead Study	8	18	10	36	30		2	2		106		
Asbestos, and lead paint Study and reporting	2			12	10					24		
TOTAL HOURS	53	18	88	147	107	116	8	20		557	hours	
2011 RATE	\$219.89	\$163.90	\$152.77	\$114.95	\$107.30	\$82.12	\$129.33	\$89.09		\$0.00		
2012 RATE	\$225.39	\$168.00	\$156.59	\$117.82	\$109.98	\$84.17	\$132.56	\$91.32		\$70,488.47		
TOTAL FEE	\$11,945.52	\$3,023.96	\$13,779.85	\$17,320.09	\$11,768.13	\$9,764.07	\$1,060.51	\$1,826.35		\$70,488.47	labor	
PHASE 2: PLANS, SPECIFICATIONS, AND REPORTS												
Construction Documents (65% PS&E)												
Data Review	4		8							12		
Analysis and Reporting -- FR	4		34	36	5		2	6		87		
Analysis and Reporting -- GDR	4		16	20	10		2	6		58		
Consultations/Meetings	10		10							20		
Response to Review comments (FR, GDR)	8		12	10			2	4		36		
TOTAL HOURS	30	0	80	66	15	0	6	16		213	hours	
2013 RATE	\$231.02	\$172.20	\$160.50	\$120.77	\$112.73	\$86.28	\$135.88	\$93.60				
TOTAL FEE	\$6,930.66	\$0.00	\$12,840.32	\$7,970.78	\$1,690.98	\$0.00	\$815.26	\$1,497.60		\$31,745.60	labor	
Construction Documents (95% PS&E)												
Respond to review comments										0		
TOTAL HOURS	0	0	0	0	0	0	0	0		0	hours	
2013 RATE	\$225.39	\$168.00	\$156.59	\$117.82	\$109.98	\$84.17	\$132.56	\$91.32				
TOTAL FEE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	labor	
Construction Documents (Final PS&E)												
Plant List										0		
Plant Removal Plans										0		
Planting Plans										0		
Irrigation Removal Plans										0		
Irrigation Plans										0		
Landscape Details										0		
Standard Special Provisions										0		
Opinion of Probable Construction Cost										0		
QA/QC Procedures										0		
Final PS&E Plan Review Submittal										0		
Revise Final PS&E Plan Review Submittal										0		
Project Development Team (PDT) Meeting										0		
TOTAL HOURS	0	0	0	0	0	0	0	0		0	hours	
2012 RATE	\$225.39	\$168.00	\$156.59	\$117.82	\$109.98	\$84.17	\$132.56	\$91.32				
TOTAL FEE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	labor	
PHASE 2: BRIDGE PS&E												
										0		
										0		
										0		
										0		
										0		
										0		
										0		
TOTAL HOURS										0	hours	

0107272

HDR Engineering, Inc.

Sepulveda BI Bridge Widening
City of Manhattan Beach

Revised on June 3, 2011

	amt.	Principal In Charge	Associate	Associate	Project Engineer	Senior Staff	Staff Engineer	Tech Edit	Word processing	TOTAL	
		V. Nadeswaran	G. Gilbert	S. Niranjanan	P. Keshigandl	S. Sathiskumar	K. Van Eyck	L. Diaz	C. Pilcher		
2012 RATE	\$225.39	\$168.00	\$158.59	\$117.82	\$109.98	\$84.17	\$132.56	\$91.32			
TOTAL FEE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	labor
PHASE 3: CONSTRUCTION ADMINISTRATION											
Bidding Support											
C.1.2.a	Respond to Inquiries/Request-for Information (RFI)										0
C.1.2.b	Bid Addenda										0
C.1.2.c	Pre-Bid Meeting										0
TOTAL HOURS										0	hours
2013 RATE	\$231.02	\$172.20	\$160.50	\$120.77	\$112.73	\$86.28	\$135.88	\$93.60			
TOTAL FEE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	labor
Construction Support											
C.2.1.a	Respond to Inquiries/Request-for Information (RFI)										
C.2.1.b	Construction Change Order										
C.2.2	Construction Submittals										
C.2.3	Record Plans										
TOTAL HOURS	0	0	0	0	0	0	0	0	0	0	hours
2013 RATE	\$231.02	\$172.20	\$160.50	\$120.77	\$112.73	\$86.28	\$135.88	\$93.60			
TOTAL FEE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	labor

Galvin Preservation Associates Inc.

fee breakdown

HDR Engineering, Inc.

Sepulveda BI Bridge Widening City of Manhattan Beach

9/13/2011

PHASE 1: PRELIMINARY ENGINEERING

Labor \$122,615.92

Expenses

*mileage (allow) \$250.00
printing & plotting (allow) \$3,000.00
delivery (allow) \$200.00
photos/images/scans (allow)

TOTAL \$126,065.92

PHASE 2: PLANS, SPECIFICATIONS, AND REPO

Construction Documents (95% PS&E)

Labor \$0.00

Expenses

*mileage (allow)
printing & plotting (allow)
delivery (allow)
photos/images/scans (allow)

TOTAL \$0.00

PHASE 2: BRIDGE PS&E

Labor \$2,119.49

Expenses

*mileage (allow)
printing & plotting (allow)
delivery (allow)
photos/images/scans (allow)

TOTAL \$2,119.49

PHASE 3: CONSTRUCTION ADMINISTRATION

Construction Support

Labor \$0.00

Expenses

*mileage (allow)
printing & plotting (allow)
delivery (allow)
photos/images/scans (allow)

TOTAL \$0.00

PHASE 2: PLANS, SPECIFICATIONS, AND REPO

Construction Documents (65% PS&E)

Labor \$2,258.30

Expenses

*mileage (allow)
printing & plotting (allow)
delivery (allow)
photos/images/scans (allow)

TOTAL \$2,258.30

PHASE 2: PLANS, SPECIFICATIONS, AND REPO

Construction Documents (Final PS&E)

Labor \$0.00

Expenses

*mileage (allow)
printing & plotting (allow)
delivery (allow)
photos/images/scans (allow)

TOTAL \$0.00

PHASE 3: CONSTRUCTION ADMINISTRATION

Bidding Support

Labor \$0.00

Expenses

*mileage (allow)
printing & plotting (allow)
delivery (allow)
photos/images/scans (allow)

TOTAL \$0.00

Soils Testing:

Total Hours: 1461

PROJECT TOTAL: \$130,443.71

Exh B 9 of 90

HDR Engineering, Inc.

Sepulveda BI Bridge Widening
City of Manhattan Beach

27-May-11

	amt.	SR PM Richard Galvin	PM Mariela Schrader	AEP Erinn Peterson	SR Arch. Hist. Andrea Gavlin	Arch. Hist. Laura O'Neil	AG Specialist Kurt Lagleher	SR. Biologist Stan Glowacki	Biologist Jennifer Morrison	Noise Engineer Kurt Legleiter	GIS Tech. Laura O'Neil	Archaeologist Curt Duke	TOTAL	
Project Development Team (PDT) Meeting														
TOTAL HOURS													0	
RATE													0	hours
TOTAL FEE		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00					\$0.00	\$0.00	\$0.00	labor
PHASE 2: BRIDGE PS&E														
Plan Review														
		4	16										20	
TOTAL HOURS		4	12										16	hours
2013 RATE		\$153.37	\$125.50											
TOTAL FEE		\$613.48	\$1,506.01	\$0.00	\$0.00	\$0.00					\$0.00	\$0.00	\$2,119.49	labor
PHASE 3: CONSTRUCTION ADMINISTRATION														
Bidding Support														
C.1.2.a	Respond to Inquiries/Request-for Information (RFI)												0	
C.1.2.b	Bid Addenda												0	
C.1.2.c	Pre-Bid Meeting												0	hours
TOTAL HOURS													0	hours
RATE														
TOTAL FEE		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00					\$0.00	\$0.00	\$0.00	labor
Construction Support														
C.2.1.a	Respond to Inquiries/Request-for Information (RFI)												0	
C.2.1.b	Construction Change Order												0	
C.2.2	Construction Submittals												0	
C.2.3	Record Plans												0	hours
TOTAL HOURS		0	0	0	0	0					0	0	0	hours
RATE														
TOTAL FEE		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00					\$0.00	\$0.00	\$0.00	labor

HKA

fee breakdown

HDR Engineering, Inc.

**Sepulveda BI Bridge Widening
City of Manhattan Beach**

7/29/2011

PHASE 1: PRELIMINARY ENGINEERING

Labor	\$31,041.95
Expenses	
*mileage (allow)	\$1,000.00
printing & plotting (allow)	\$400.00
delivery (allow)	\$50.00
photos/images/scans (allow)	\$100.00
Aerial Mapping (allow)	\$0.00
TOTAL	\$32,591.95

PHASE 2: PLANS, SPECIFICATIONS, AND REPORTS

Construction Documents (65% PS&E)

Labor	\$50,106.41
Expenses	
*mileage (allow)	\$250.00
printing & plotting (allow)	\$200.00
delivery (allow)	\$25.00
photos/images/scans (allow)	\$50.00
Record of Survey Fee (allow)	\$600.00
TOTAL	\$51,231.41

PHASE 2: PLANS, SPECIFICATIONS, AND REPORTS

Construction Documents (95% PS&E)

Labor	\$0.00
Expenses	
*mileage (allow)	
printing & plotting (allow)	
delivery (allow)	
photos/images/scans (allow)	
TOTAL	\$0.00

PHASE 2: PLANS, SPECIFICATIONS, AND REPORTS

Construction Documents (Final PS&E)

Labor	\$0.00
Expenses	
*mileage (allow)	
printing & plotting (allow)	
delivery (allow)	
photos/images/scans (allow)	
TOTAL	\$0.00

PHASE 2: BRIDGE PS&E

Labor	\$0.00
Expenses	
*mileage (allow)	
printing & plotting (allow)	
delivery (allow)	
photos/images/scans (allow)	
TOTAL	\$0.00

PHASE 3: CONSTRUCTION ADMINISTRATION

Bidding Support

Labor	\$0.00
Expenses	
*mileage (allow)	
printing & plotting (allow)	
delivery (allow)	
photos/images/scans (allow)	
TOTAL	\$0.00

PHASE 3: CONSTRUCTION ADMINISTRATION

Construction Support

Labor	\$1,225.03
Expenses	
*mileage (allow)	
printing & plotting (allow)	
delivery (allow)	
photos/images/scans (allow)	
TOTAL	\$1,225.03

Total Hours:

PROJECT TOTAL: \$85,048.39

HDR Engineering, Inc.

**Sepulveda BI Bridge Widening
City of Manhattan Beach**

29-Jul-11

	amt.	Principal in Charge	Project Manager	Project Surveyor	Party Chief	Chainman	Survey Technician	Cad Delineator	TOTAL	
<i>Plant Removal Plans</i>									0	
<i>Planting Plans</i>									0	
<i>Irrigation Removal Plans</i>									0	
<i>Irrigation Plans</i>									0	
<i>Landscape Details</i>									0	
<i>Standard Special Provisions</i>									0	
<i>Opinion of Probable Construction Cost</i>									0	
<i>QA/QC Procedures</i>									0	
<i>Final PS&E Plan Review Submittal</i>									0	
<i>Revise Final PS&E Plan Review Submittal</i>									0	
<i>Project Development Team (PDT) Meeting</i>									0	
TOTAL HOURS									0	<i>hours</i>
2012 RATE										
TOTAL FEE		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	<i>labor</i>
PHASE 2: BRIDGE PS&E										
									0	
									0	
									0	
									0	
									0	
									0	
									0	
									0	
TOTAL HOURS									0	<i>hours</i>
2012 RATE										
TOTAL FEE		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	<i>labor</i>
PHASE 3: CONSTRUCTION ADMINISTRATION										
Bidding Support										
C.1.2.a									0	
C.1.2.b									0	
C.1.2.c									0	
TOTAL HOURS									0	<i>hours</i>
2013 RATE										
TOTAL FEE		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	<i>labor</i>
Construction Support										
C.2.1.a				0						
C.2.1.b										
C.2.2										
C.2.3										
TOTAL HOURS		0	0	0	0	0	0	0	0	<i>hours</i>
2013 RATE				\$153.13						
TOTAL FEE		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	<i>labor</i>



fee breakdown

HDR Engineering, Inc.

**Sepulveda BI Bridge Widening
City of Manhattan Beach**

5/27/2011

PHASE 1: PRELIMINARY ENGINEERING

Labor	\$30,186.13
Expenses	
*mileage (allow)	\$300.00
printing & plotting (allow)	
delivery (allow)	
photos/images/scans (allow)	
Traffic Count	\$1,050.00
TOTAL	\$31,536.13

**PHASE 2: PLANS, SPECIFICATIONS, AND REPO
Construction Documents (65% PS&E)**

Labor	\$16,282.17
Expenses	
*mileage (allow)	
printing & plotting (allow)	
delivery (allow)	
photos/images/scans (allow)	
TOTAL	\$16,282.17

**PHASE 2: PLANS, SPECIFICATIONS, AND REPO
Construction Documents (95% PS&E)**

Labor	\$15,957.80
Expenses	
*mileage (allow)	
printing & plotting (allow)	
delivery (allow)	
photos/images/scans (allow)	
TOTAL	\$15,957.80

**PHASE 2: PLANS, SPECIFICATIONS, AND REPO
Construction Documents (Final PS&E)**

Labor	\$19,355.58
Expenses	
*mileage (allow)	\$300.00
printing & plotting (allow)	
delivery (allow)	
photos/images/scans (allow)	
TOTAL	\$19,655.58

PHASE 2: BRIDGE PS&E

Labor	\$0.00
Expenses	
*mileage (allow)	
printing & plotting (allow)	
delivery (allow)	
photos/images/scans (allow)	
TOTAL	\$0.00

**PHASE 3: CONSTRUCTION ADMINISTRATION
Bidding Support**

Labor	\$0.00
Expenses	
*mileage (allow)	
printing & plotting (allow)	
delivery (allow)	
photos/images/scans (allow)	
TOTAL	\$0.00

**PHASE 3: CONSTRUCTION ADMINISTRATION
Construction Support**

Labor	\$0.00
Expenses	
*mileage (allow)	
printing & plotting (allow)	
delivery (allow)	
photos/images/scans (allow)	
TOTAL	\$0.00

Total Hours:

PROJECT TOTAL: \$83,431.67

E. J. H. 15 of 20

HDR Engineering, Inc.

**Sepulveda BI Bridge Widening
City of Manhattan Beach**

27-May-11

	amt.	Principal in Charge/PM	Sr. Project Engineer	Project Engineer	Clerk/Accountant	Engineer/CADD			TOTAL	
PHASE 1: PRELIMINARY ENGINEERING										
		Abi	Shaunik	Rajat	Afrina					
<i>Preliminary Traffic Analysis</i>		14	50	96	24					
<i>Preliminary TMP</i>		12	12	20	8					
TOTAL HOURS		26	62	116	32	0	0	0	236	hours
2011 RATE		\$208.88	\$145.66	\$105.66	\$85.36	\$120.74			\$0.00	
2012 RATE		\$214.10	\$149.30	\$108.30	\$87.49	\$123.76			\$30,186.13	
TOTAL FEE		\$5,566.65	\$9,256.69	\$12,562.97	\$2,799.81	\$0.00	\$0.00	\$0.00	\$30,186.13	labor
PHASE 2: PLANS, SPECIFICATIONS, AND REPORT										
		Abi	Joe	Fernando	Afrina	Fernando				
Construction Documents (65% PS&E)										
<i>Signing and Striping</i>		4		14		14			32	
<i>Signal Design</i>		8		16		16			40	
<i>TMP</i>		4		4		4			12	
<i>Street Lighting</i>		4		16		16			36	
<i>tasks</i>									0	
<i>tasks</i>									0	
<i>tasks</i>									0	
<i>tasks</i>									0	
<i>tasks</i>									0	
<i>tasks</i>									0	
<i>tasks</i>									0	
<i>tasks</i>									0	
<i>tasks</i>									0	
<i>tasks</i>									0	
<i>tasks</i>									0	
<i>tasks</i>									0	
<i>tasks</i>									0	
TOTAL HOURS		20	0	50	0	50	0	0	120	hours
2013 RATE		\$219.45	\$153.03	\$111.01	\$89.68	\$126.85			\$16,282.17	labor
TOTAL FEE		\$4,389.09	\$0.00	\$5,550.45	\$0.00	\$6,342.62	\$0.00	\$0.00	\$16,282.17	labor
Construction Documents (95% PS&E)										
<i>Signing and Striping</i>		4		15		15			34	
<i>Signal Design</i>		8		16		16			40	
<i>TMP</i>		4		4		4			12	
<i>Street Lighting</i>		4		12		12			28	
<i>tasks</i>									0	
<i>tasks</i>									0	
<i>tasks</i>									0	
<i>tasks</i>									0	
<i>tasks</i>									0	
<i>tasks</i>									0	
<i>tasks</i>									0	
<i>tasks</i>									0	
<i>tasks</i>									0	
<i>tasks</i>									0	
<i>tasks</i>									0	
<i>tasks</i>									0	
TOTAL HOURS		20	0	47	0	47			114	hours
2013 RATE		\$224.94	\$156.86	\$113.78	\$91.92	\$130.02			\$15,957.80	labor
TOTAL FEE		\$4,498.82	\$0.00	\$5,347.86	\$0.00	\$6,111.12	\$0.00	\$0.00	\$15,957.80	labor
Construction Documents (Final PS&E)										
<i>Signing and Striping</i>		4		15		15			34	
<i>Signal Design</i>		8		16		16			40	
<i>Final TMP</i>		4		4		4			12	

Est. 16 of 20

HDR Engineering, Inc.

**Sepulveda BI Bridge Widening
City of Manhattan Beach**

5/17/2011

PHASE 1: PRELIMINARY ENGINEERING

Labor	\$4,189.43
Expenses	
*mileage (allow)	\$100.00
printing & plotting (allow)	\$200.00
delivery (allow)	\$0.00
photos/images/scans (allow)	\$400.00
TOTAL	\$4,889.43

**PHASE 2: PLANS, SPECIFICATIONS, AND REPO
Construction Documents (65% PS&E)**

Labor	\$19,793.34
Expenses	
*mileage (allow)	\$100.00
printing & plotting (allow)	\$200.00
delivery (allow)	\$0.00
photos/images/scans (allow)	\$0.00
TOTAL	\$20,093.34

**PHASE 2: PLANS, SPECIFICATIONS, AND REPO
Construction Documents (95% PS&E)**

Labor	\$12,060.52
Expenses	
*mileage (allow)	\$100.00
printing & plotting (allow)	\$200.00
delivery (allow)	\$0.00
photos/images/scans (allow)	\$0.00
TOTAL	\$12,360.52

**PHASE 2: PLANS, SPECIFICATIONS, AND REPO
Construction Documents (Final PS&E)**

Labor	\$5,561.95
Expenses	
*mileage (allow)	\$100.00
printing & plotting (allow)	\$100.00
delivery (allow)	\$0.00
photos/images/scans (allow)	\$0.00
TOTAL	\$5,761.95

PHASE 2: BRIDGE PS&E

Labor	\$9,742.99
Expenses	
*mileage (allow)	\$200.00
printing & plotting (allow)	\$200.00
delivery (allow)	\$0.00
photos/images/scans (allow)	\$400.00
TOTAL	\$10,542.99

**PHASE 3: CONSTRUCTION ADMINISTRATION
Bidding Support**

Labor	\$0.00
Expenses	
*mileage (allow)	\$0.00
printing & plotting (allow)	\$0.00
delivery (allow)	\$0.00
photos/images/scans (allow)	\$0.00
TOTAL	\$0.00

**PHASE 3: CONSTRUCTION ADMINISTRATION
Construction Support**

Labor	\$0.00
Expenses	
*mileage (allow)	\$0.00
printing & plotting (allow)	\$0.00
delivery (allow)	\$0.00
photos/images/scans (allow)	\$0.00
TOTAL	\$0.00

Soils Testing: \$1,000.00

Total Hours: 746

PROJECT TOTAL: \$54,648.24

**Sepulveda BI Bridge Widening
City of Manhattan Beach**

17-May-11

	amt.	Principal in Charge Lynn Capouya	Project Manager Tim Mann	Irrigation Designer Cong Phul	Design Manager Erwin Gutierrez	Job Captain Ken Quinn	Draftsman Sam Ork	Administrati on Sue Martin	TOTAL	
1.c.06		Landscape Details	1			2	2		4	
1.c.07		Standard Special Provisions		1	2	2			5	
1.c.08		Opinion of Probable Construction Cost			1		2		4	
1.c.09		QA/QC Procedures		1	2	2			5	
1.c.10		Final PS&E Plan Review Submittal			1		2		3	
1.c.11		Revise Final PS&E Plan Review Submittal			2	2	5		9	
1.c.12		Project Development Team (PDT) Meeting	1	5					5	
		TOTAL HOURS	0	9	9	14	6	15	53	hours
		2013 RATE	\$262.52	\$146.28	\$115.89	\$105.00	\$82.50	\$82.50	\$62.41	
		TOTAL FEE	\$0.00	\$1,316.51	\$1,043.05	\$1,469.99	\$494.97	\$1,237.43	\$0.00	\$5,561.95 labor
PHASE 2: BRIDGE PS&E										
B.10.1		Conceptual Design Exhibits	1	4		8	12		25	
B.10.2		Preliminary Construction Details	1	4		8	12		25	
B.10.3		Review of Preliminary Construction Details		4		4			8	
B.10.4		65% Structures Submittal				2			2	
B.10.5		65% Structures Review Comments		4		4	4		12	
B.10.6		95% Structures Submittal				2			2	
B.10.7		95% Structures Review Comments		4		4	4		12	
B.10.8		Project Development Team (PDT) Meeting	2	2					2	
		TOTAL HOURS	2	22	0	32	32	0	88	hours
		2013 RATE	\$262.52	\$146.28	\$115.89	\$105.00	\$82.50	\$82.50	\$62.41	
		TOTAL FEE	\$525.04	\$3,218.13	\$0.00	\$3,359.98	\$2,639.84	\$0.00	\$0.00	\$9,742.99 labor
PHASE 3: CONSTRUCTION ADMINISTRATION										
Bidding Support										
C.1.2.a		Respond to Inquiries/Request-for Information (RFI)							0	
C.1.2.b		Bid Addenda							0	
C.1.2.c		Pre-Bid Meeting							0	
		TOTAL HOURS	0	0	0	0	0	0	0	hours
		2013 RATE	\$269.08	\$149.94	\$118.79	\$107.62	\$84.56	\$84.56	\$63.97	
		TOTAL FEE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00 labor
Construction Support										
C.2.1.a		Respond to Inquiries/Request-for information (RFI)							0	
C.2.1.b		Construction Change Order							0	
C.2.2		Construction Submittals							0	
C.2.3		Record Plans							0	
		TOTAL HOURS	0	0	0	0	0	0	0	hours
		2013 RATE	\$269.08	\$149.94	\$118.79	\$107.62	\$84.56	\$84.56	\$63.97	\$0.00
		2014 RATE	\$275.81	\$153.68	\$121.76	\$110.32	\$86.67	\$86.67	\$65.57	\$0.00
		TOTAL FEE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00 labor

0.00 0.00 0.00

EXHIBIT C

TIME OF PERFORMANCE

City and Consultant shall prepare and agree to the time of performance for the tasks and services described in Exhibit A.

**SEPULVEDA BOULEVARD BRIDGE WIDENING PROJECT
PHASE 1, 2, and 3**

ID	Task Name	Duration	Start	Finish	Predecessors
1	Notice to Proceed (NTP)	0 days	Mon 6/18/12	Mon 6/18/12	
2	PROJECT MANAGEMENT & COORDINATION	366 days	Mon 6/18/12	Mon 11/11/13	
3	Project Kick Off Meeting	0 days	Fri 6/22/12	Fri 6/22/12	1FS+5 days
4	Monthly Progress Reports and Schedule Updates	350 days	Tue 7/10/12	Mon 11/11/13	
5	Monthly Progress Reports and Schedule Updates 1	1 day	Tue 7/10/12	Tue 7/10/12	1FS+16 days
6	Monthly Progress Reports and Schedule Updates 2	1 day	Thu 8/9/12	Thu 8/9/12	5FS+21 days
7	Monthly Progress Reports and Schedule Updates 3	1 day	Mon 9/10/12	Mon 9/10/12	6FS+21 days
8	Monthly Progress Reports and Schedule Updates 4	1 day	Tue 10/9/12	Tue 10/9/12	7FS+20 days
9	Monthly Progress Reports and Schedule Updates 5	1 day	Fri 11/9/12	Fri 11/9/12	8FS+22 days
10	Monthly Progress Reports and Schedule Updates 6	1 day	Mon 12/10/12	Mon 12/10/12	9FS+20 days
11	Monthly Progress Reports and Schedule Updates 7	1 day	Wed 1/9/13	Wed 1/9/13	10FS+21 days
12	Monthly Progress Reports and Schedule Updates 8	1 day	Mon 2/11/13	Mon 2/11/13	11FS+22 days
13	Monthly Progress Reports and Schedule Updates 9	1 day	Mon 3/11/13	Mon 3/11/13	12FS+19 days
14	Monthly Progress Reports and Schedule Updates 10	1 day	Thu 4/11/13	Thu 4/11/13	13FS+22 days
15	Monthly Progress Reports and Schedule Updates 11	1 day	Mon 5/13/13	Mon 5/13/13	14FS+21 days
16	Monthly Progress Reports and Schedule Updates 12	1 day	Mon 6/10/13	Mon 6/10/13	15FS+19 days
17	Monthly Progress Reports and Schedule Updates 13	1 day	Wed 7/10/13	Wed 7/10/13	16FS+21 days
18	Monthly Progress Reports and Schedule Updates 14	1 day	Fri 8/9/13	Fri 8/9/13	17FS+21 days
19	Monthly Progress Reports and Schedule Updates 15	1 day	Mon 9/9/13	Mon 9/9/13	18FS+20 days
20	Monthly Progress Reports and Schedule Updates 16	1 day	Wed 10/9/13	Wed 10/9/13	19FS+21 days
21	Monthly Progress Reports and Schedule Updates 17	1 day	Mon 11/11/13	Mon 11/11/13	20FS+22 days
22	PDT Meetings	326 days	Wed 7/11/12	Wed 10/9/13	
23	PDT Meetings 1	1 day	Wed 7/11/12	Wed 7/11/12	1FS+17 days
24	PDT Meetings 2	1 day	Wed 8/8/12	Wed 8/8/12	23FS+19 days
25	PDT Meetings 3	1 day	Wed 9/12/12	Wed 9/12/12	24FS+24 days
26	PDT Meetings 4	1 day	Wed 10/10/12	Wed 10/10/12	25FS+19 days
27	PDT Meetings 5	1 day	Wed 11/7/12	Wed 11/7/12	26FS+19 days
28	PDT Meetings 6	1 day	Wed 12/12/12	Wed 12/12/12	27FS+24 days
29	PDT Meetings 7	1 day	Wed 1/9/13	Wed 1/9/13	28FS+19 days
30	PDT Meetings 8	1 day	Wed 2/13/13	Wed 2/13/13	29FS+24 days
31	PDT Meetings 9	1 day	Wed 3/13/13	Wed 3/13/13	30FS+19 days
32	PDT Meetings 10	1 day	Wed 4/10/13	Wed 4/10/13	31FS+19 days
33	PDT Meetings 11	1 day	Wed 5/15/13	Wed 5/15/13	32FS+24 days
34	PDT Meetings 12	1 day	Wed 6/12/13	Wed 6/12/13	33FS+19 days
35	PDT Meetings 13	1 day	Wed 7/10/13	Wed 7/10/13	34FS+19 days
36	PDT Meetings 14	1 day	Wed 8/7/13	Wed 8/7/13	35FS+19 days
37	PDT Meetings 15	1 day	Wed 9/11/13	Wed 9/11/13	36FS+24 days
38	PDT Meetings 16	1 day	Wed 10/9/13	Wed 10/9/13	37FS+19 days
39	Quality Assurance/Quality Control Plan	360 days	Mon 6/18/12	Fri 11/11/13	1,152FF

Task: Critical Task, Progress, Milestone

Summary: Rolled Up Task, Rolled Up Critical Task, Rolled Up Milestone

Group By Summary: Deadline

Legend: Summary, Critical Task, Progress, Milestone, Rolled Up Task, Rolled Up Critical Task, Rolled Up Milestone, Group By Summary, Deadline

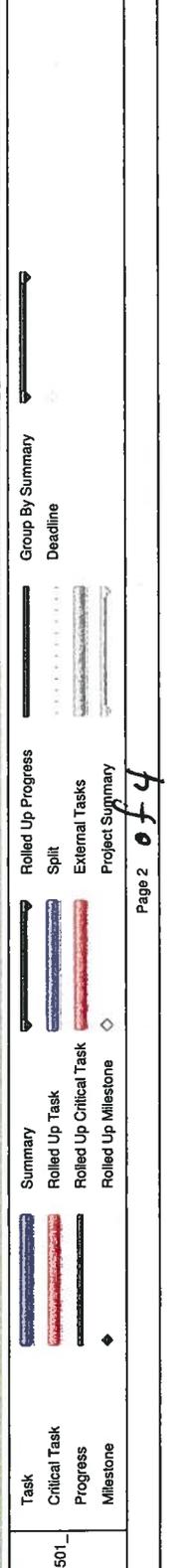
**SEPULVEDA BOULEVARD BRIDGE WIDENING PROJECT
PHASE 1, 2, and 3**

ID	Task Name	Duration	Start	Finish	Predecessors
40	PHASE 1 - PRELIMINARY ENGINEERING (PE)	186 days	Mon 7/2/12	Mon 3/18/13	
41	Site Visit	5 days	Mon 7/2/12	Fri 7/6/12	3FS+5 days
42	Data Collection	10 days	Mon 7/9/12	Fri 7/20/12	
43	Existing Records Research	10 days	Mon 7/9/12	Fri 7/20/12	41
44	Right of Way Research	10 days	Mon 7/9/12	Fri 7/20/12	41
45	Existing Utilities Research	10 days	Mon 7/9/12	Fri 7/20/12	41
46	Field and Design Surveys	30 days	Mon 7/9/12	Fri 8/17/12	41
47	Update Traffic Data	30 days	Mon 7/23/12	Fri 8/31/12	41FS+10 days
48	Update Geometric Drawings (if needed)	30 days	Mon 8/20/12	Fri 9/28/12	46
49	Drainage	30 days	Mon 9/3/12	Fri 10/12/12	48FS-20 days
50	Cost Estimates	10 days	Mon 10/22/12	Fri 11/2/12	49FS+5 days, 48FS-
51	PA/ED Storm Water Data Report (if needed)	45 days	Mon 9/17/12	Fri 11/16/12	49FS-20 days
52	Construction Staging / Traffic Handling	10 days	Mon 9/3/12	Fri 9/14/12	48FS-20 days
53	Geotechnical Engineering Services	65 days	Mon 9/3/12	Fri 11/30/12	
54	Subsurface Investigation and Testing	30 days	Mon 9/3/12	Fri 10/12/12	48FS-20 days
55	Phase II Material Investigation and Report	10 days	Mon 10/15/12	Fri 10/26/12	54
56	Preliminary Geotechnical Design Report (if needed)	15 days	Mon 10/15/12	Fri 11/2/12	54
57	Preliminary Foundation Report	15 days	Mon 10/29/12	Fri 11/16/12	56FS-5 days
58	Preliminary Materials Report	15 days	Mon 11/12/12	Fri 11/30/12	57FS-5 days
59	Environmental Document (ED) Revalidation	130 days	Mon 9/17/12	Fri 3/15/13	
60	Technical Studies and Reports	40 days	Mon 9/17/12	Fri 11/9/12	
61	Visual Impact Assessment Report	30 days	Mon 10/1/12	Fri 11/9/12	48
62	Water Quality Assessment	30 days	Mon 10/1/12	Fri 11/9/12	48
63	Traffic Noise Study/Noise Abatement Decision Report (NADR)	30 days	Mon 9/17/12	Fri 10/26/12	47FS+10 days
64	Air Quality Report	30 days	Mon 10/1/12	Fri 11/9/12	48
65	Palentology Identification/Evaluation Report	30 days	Mon 10/1/12	Fri 11/9/12	48
66	Cultural Resources (HPSR, HRE and ASR) & Native American Consultation	30 days	Mon 10/1/12	Fri 11/9/12	48
67	APE/PAL Map	30 days	Mon 10/1/12	Fri 11/9/12	48
68	Hazardous Material / Waste ISA	30 days	Mon 10/1/12	Fri 11/9/12	48
69	Biological Resources and Wetlands	30 days	Mon 10/1/12	Fri 11/9/12	48
70	Traffic / Circulation Impact Report	30 days	Mon 10/1/12	Fri 11/9/12	48
71	Relocation Impact Study	30 days	Mon 10/1/12	Fri 11/9/12	48
72	Community Impact Report	30 days	Mon 10/1/12	Fri 11/9/12	48
73	Growth Inducement and Cumulative Impact Analysis	30 days	Mon 10/1/12	Fri 11/9/12	48
74	Draft IS/EA Revalidation	30 days	Mon 10/29/12	Fri 12/7/12	55, 47, 48, 49, 52, 61, 67
75	Public Review/Meeting (not anticipated)	30 days	Mon 12/10/12	Fri 1/18/13	74
76	ED Revalidation Modifications and Approval	40 days	Mon 1/21/13	Fri 3/15/13	75
77	Supplemental Project Report	41 days	Mon 1/21/13	Mon 3/18/13	76SS, 52, 50, 51, 48, 4
78	PRELIMINARY ENGINEERING (PE) COMPLETION	0 days	Mon 3/18/13	Mon 3/18/13	77, 74

Project: Sepulveda Schedule...120501_

Date: Wed 5/2/12

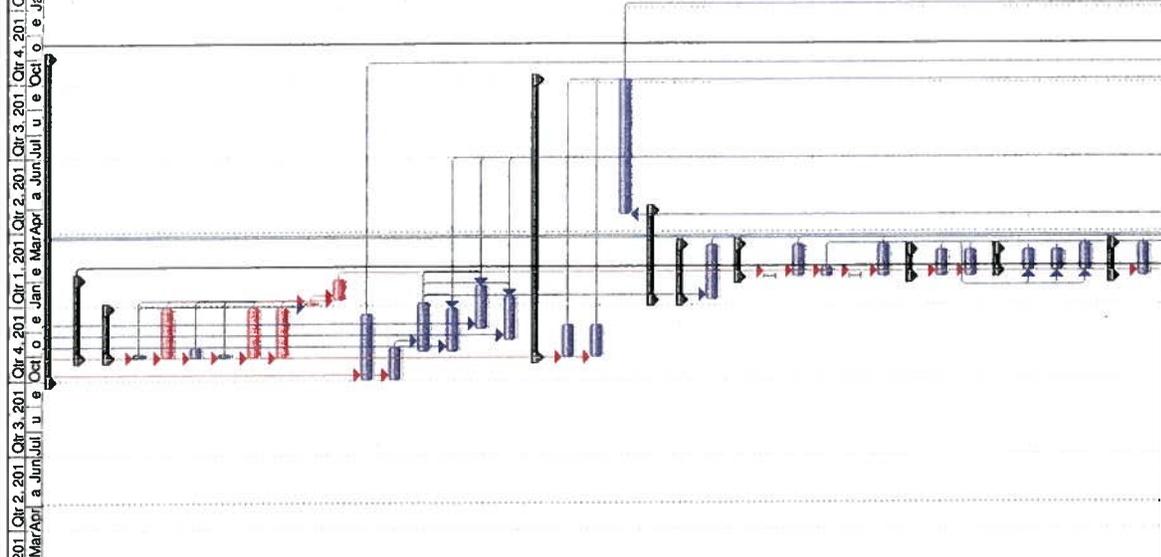
Page 2 of 4



Group By Summary
Deadline

**SEPUVEDA BOULEVARD BRIDGE WIDENING PROJECT
PHASE 1, 2, and 3**

ID	Task Name	Duration	Start	Finish	Predecessors
79	PHASE II - FINAL DESIGN PHASE	265 days	Mon 10/1/12	Fri 11/1/13	
80	35% PS&E (assuming CT will allow to move forward after 1st review)	70 days	Mon 10/29/12	Fri 2/1/13	
81	Roadway Plans	45 days	Mon 10/29/12	Fri 12/28/12	
82	Title Sheet	5 days	Mon 10/29/12	Fri 11/2/12 48FS+20 days	
83	Layouts	45 days	Mon 10/29/12	Fri 12/28/12 48FS+20 days	
84	Typical Sections	10 days	Mon 10/29/12	Fri 11/9/12 48FS+20 days	
85	Key Map and Line Index	5 days	Mon 10/29/12	Fri 11/2/12 48FS+20 days	
86	Profiles	45 days	Mon 10/29/12	Fri 12/28/12 48FS+20 days	
87	Utility Plans	45 days	Mon 10/29/12	Fri 12/28/12 48FS+20 days	
88	Cost Estimate	5 days	Mon 12/31/12	Fri 1/4/13 87,82,83,84,85,86,87,88	
89	City and Caltrans Review of 35% PS&E Package	20 days	Mon 1/7/13	Fri 2/1/13 82,83,84,85,86,87,88	
90	Mandatory and Advisory Fact Sheets (if needed)	60 days	Mon 10/1/12	Fri 12/21/12 48	
91	Bridge Site Data Submittal	30 days	Mon 10/1/12	Fri 11/9/12 48	
92	Type Selection Report	45 days	Mon 11/5/12	Fri 1/4/13 91FS-5 days	
93	Draft Geotechnical Design Report	40 days	Mon 11/5/12	Fri 12/28/12 56,92FF-5 days	
94	Draft Materials Report	40 days	Mon 12/3/12	Fri 1/25/13 58,92FF-5 days	
95	Draft Foundation Report	40 days	Mon 11/19/12	Fri 1/11/13 57,92FF-5 days	
96	Utilities	245 days	Mon 10/29/12	Fri 10/4/13	
97	Potholing	30 days	Mon 10/29/12	Fri 12/7/12 48FS+20 days,45	
98	Coordination	30 days	Mon 10/29/12	Fri 12/7/12 48FS+20 days,45	
99	Relocations	120 days	Mon 4/22/13	Fri 10/4/13 123FS+40 days	
100	65% PS&E	80 days	Mon 1/7/13	Fri 4/26/13	
101	Bridge Plans	50 days	Mon 1/7/13	Fri 3/15/13	
102	Bridge Plans	50 days	Mon 1/7/13	Fri 3/15/13 92	
103	Roadway Plans	30 days	Mon 2/4/13	Fri 3/15/13	
104	Title Sheet	1 day	Mon 2/4/13	Mon 2/4/13 89	
105	Layouts	30 days	Mon 2/4/13	Fri 3/15/13 89	
106	Typical Sections	10 days	Mon 2/4/13	Fri 2/15/13 89	
107	Key Map and Line Index	1 day	Mon 2/4/13	Mon 2/4/13 89	
108	Profiles	30 days	Mon 2/4/13	Fri 3/15/13 89	
109	Drainage Plans	25 days	Mon 2/4/13	Fri 3/8/13	
110	Site Drainage	25 days	Mon 2/4/13	Fri 3/8/13 89	
111	Design Pollution Prevention BMP's	25 days	Mon 2/4/13	Fri 3/8/13 89	
112	Water Pollution Control	20 days	Mon 2/11/13	Fri 3/8/13	
113	Treatment BMP's	20 days	Mon 2/11/13	Fri 3/8/13 110FS-20 days	
114	Construction BMP's	20 days	Mon 2/11/13	Fri 3/8/13 110FS-20 days	
115	PS&E Storm Water Data Report	25 days	Mon 2/11/13	Fri 3/15/13 110FS-20 days	
116	Traffic and Lighting Plans	30 days	Mon 2/4/13	Fri 3/15/13	
117	Stage Construction	30 days	Mon 2/4/13	Fri 3/15/13 89	



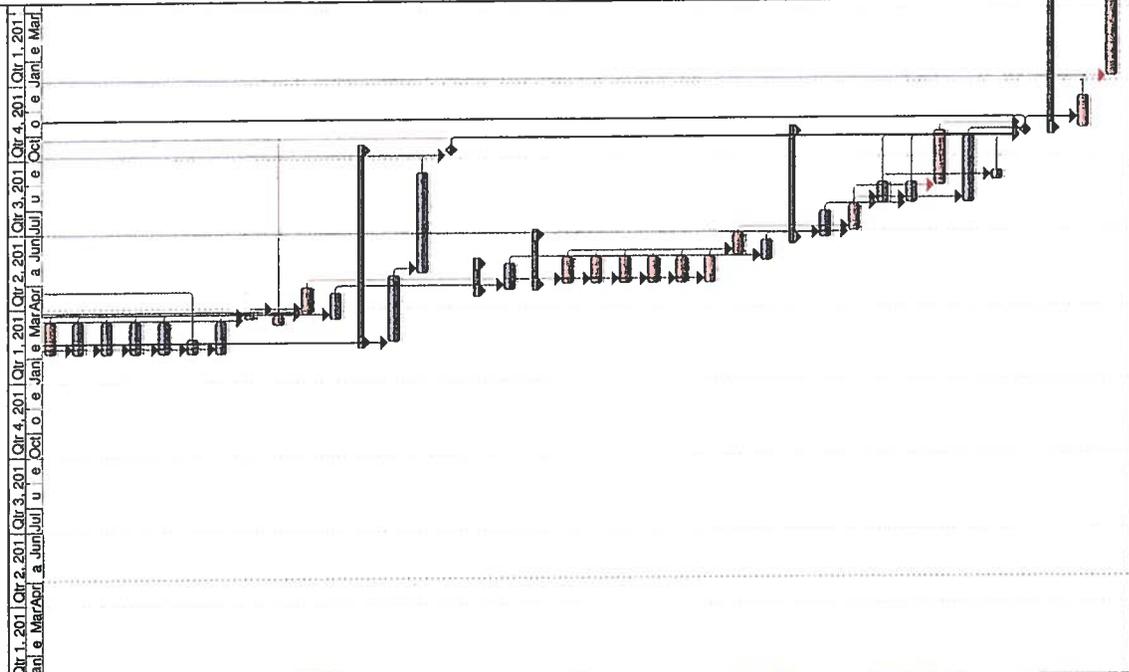
Project: Sepulveda Schedule_120501
 Date: Wed 5/2/12

Summary: Rolled Up Progress: Group By Summary:
 Critical Task: Split: Deadline:
 Progress: External Tasks:
 Milestone: Rolled Up Milestone: Project Summary:

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**SEPUVEDA BOULEVARD BRIDGE WIDENING PROJECT
PHASE 1, 2, and 3**

ID	Task Name	Duration	Start	Finish	Predecessors
118	Traffic Handling	30 days	Mon 2/4/13	Fri 3/15/13 89	
119	TMP	30 days	Mon 2/4/13	Fri 3/15/13 89	
120	Pavement Delineation Plans	30 days	Mon 2/4/13	Fri 3/15/13 89	
121	Sign Plans	30 days	Mon 2/4/13	Fri 3/15/13 89	
122	Electrical Plans	30 days	Mon 2/4/13	Fri 3/15/13 89	
123	Utility Plans	15 days	Mon 2/4/13	Fri 2/22/13 89	
124	Planting and Irrigation Plans	30 days	Mon 2/4/13	Fri 3/15/13 89	
125	Cost Estimate	5 days	Mon 3/18/13	Fri 3/22/13 124FS-5 days,105F	
126	Specifications	10 days	Mon 3/11/13	Fri 3/22/13 125FS-10 days	
127	City and Caltrans Review of 65%PS&E Package	25 days	Mon 3/25/13	Fri 4/26/13 125,126,77,76	
128	City and Caltrans Review of 65% Bridge PS&E Package	25 days	Mon 3/18/13	Fri 4/19/13 102	
129	Right of Way Engineering Services	170 days	Mon 2/18/13	Fri 10/11/13	
130	R/W Maps	60 days	Mon 2/18/13	Fri 5/10/13 80FS,+10 days	
131	Appraisal and Acquisition	90 days	Mon 5/13/13	Fri 9/13/13 130	
132	Right of Way Certification (Cert. 3 if needed)	0 days	Fri 10/11/13	Fri 10/11/13 131FS+20 days,97,1	
133	95% Bridge Plans	25 days	Mon 4/22/13	Fri 5/24/13	
134	95% Bridge plans	25 days	Mon 4/22/13	Fri 5/24/13 128	
135	95% PS&E	45 days	Mon 4/29/13	Fri 6/28/13	
136	Roadway Plans	25 days	Mon 4/29/13	Fri 5/31/13 127	
137	Drainage Plans	25 days	Mon 4/29/13	Fri 5/31/13 127	
138	Traffic and Lighting Plans	25 days	Mon 4/29/13	Fri 5/31/13 127	
139	Utility Plans	25 days	Mon 4/29/13	Fri 5/31/13 127	
140	Planting and Irrigation Plans	25 days	Mon 4/29/13	Fri 5/31/13 127	
141	Construction Schedule	25 days	Mon 4/29/13	Fri 5/31/13 127	
142	City and Caltrans Review of 95%PS&E Package	20 days	Mon 6/3/13	Fri 6/28/13 136,137,138,139,14	
143	City and Caltrans Review of 95% Bridge PS&E Package	20 days	Mon 5/27/13	Fri 6/21/13 134	
144	100% Final PS&E	95 days	Mon 6/24/13	Fri 11/1/13	
145	Bridge Plans	25 days	Mon 6/24/13	Fri 7/26/13 143	
146	Plans, Specs and Estimates	25 days	Mon 7/1/13	Fri 8/2/13 93,94,95,142	
147	City and Caltrans Review of 100%PS&E Package	20 days	Mon 8/5/13	Fri 8/30/13 146,145	
148	City and Caltrans Review of 100% Bridge Package	20 days	Mon 8/5/13	Fri 8/30/13 146,145	
149	Funding Authorization (E-76)VCT DLAE Processing	50 days	Mon 8/26/13	Fri 11/1/13 146FS+15 days	
150	Permits	60 days	Mon 8/5/13	Fri 10/25/13 146	
151	RE Pending File	10 days	Mon 9/2/13	Fri 9/13/13 147	
152	READY TO LIST	0 days	Fri 11/1/13	Fri 11/1/13 148,150,151,132,12	
153	PHASE III - CONSTRUCTION SUPPORT	445 days	Mon 11/4/13	Fri 7/17/15	
154	Bkd Support	30 days	Mon 11/4/13	Fri 12/13/13 152	
155	Construction Support	400 days	Mon 1/6/14	Fri 7/17/15 154FS+15 days,99	



Project: Sepulveda Schedule_120501_ Date: Wed 5/2/12

Task: Critical Task Progress Milestone

Summary: Rolled Up Task, Rolled Up Critical Task, Rolled Up Milestone

Roller Progress: Split, External Tasks, Project Summary

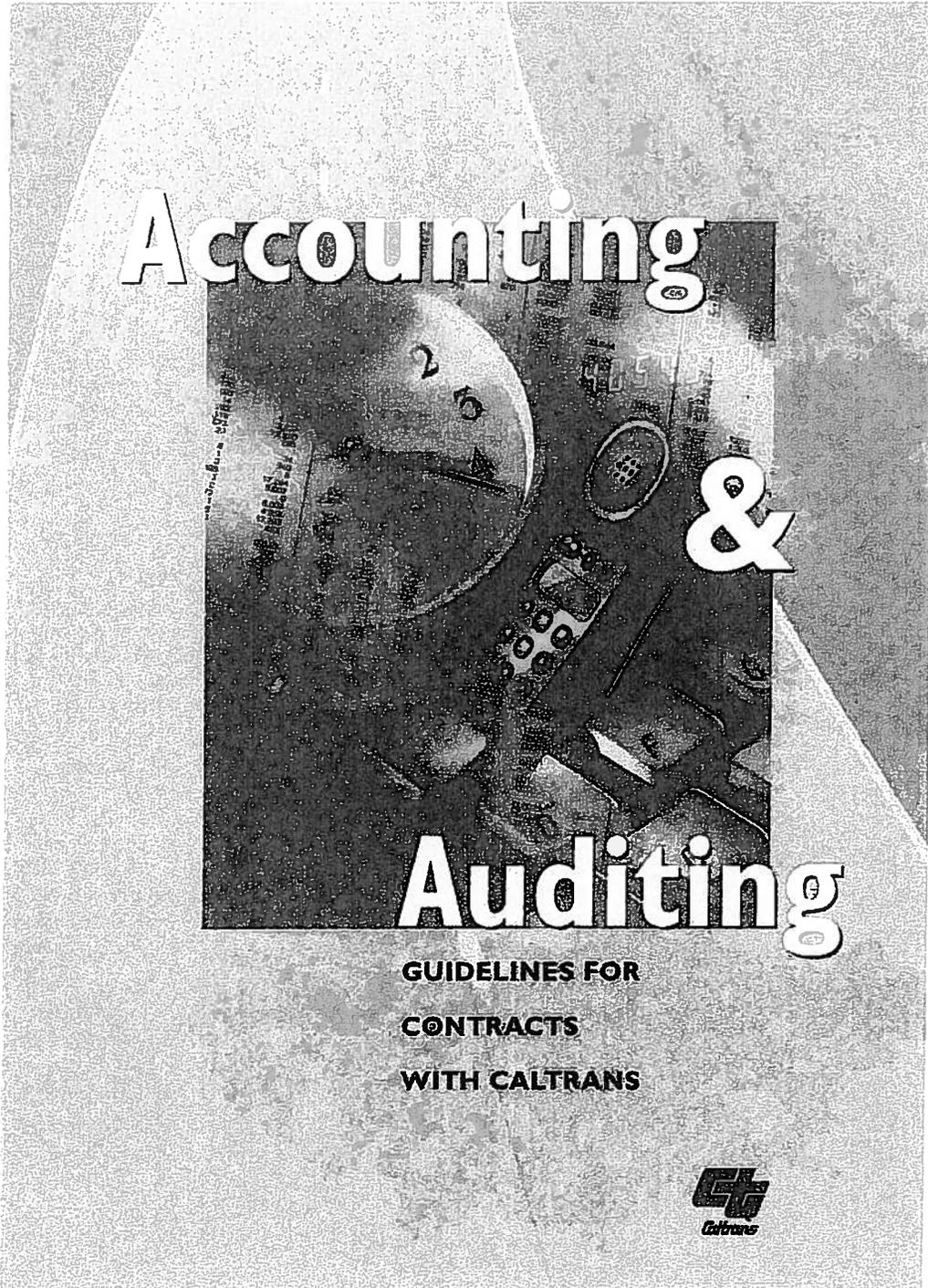
Group By Summary: Deadline

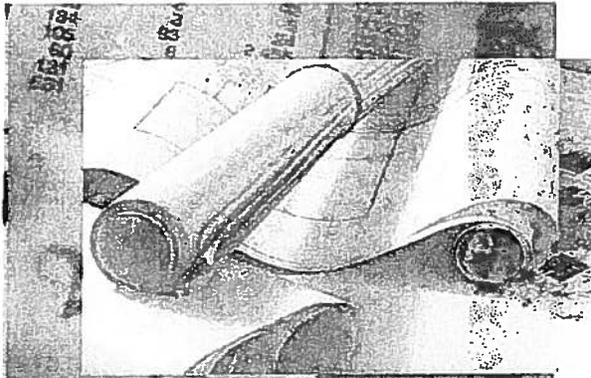
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EXHIBIT D

AUDIT GUIDELINES

Exhibit 10-N Accounting & Auditing Guidelines for Contracts with Caltrans





INTRODUCTION

The purpose of this brochure is to outline for you, a potential contractor with the California State Department of Transportation (Caltrans), the basic elements of an adequate accounting system, and the types and objectives of audits that will be performed in relation to your contract. In order to successfully compete for a contract and meet the audit requirements, a contractor (whether a prime or subcontractor) must have a system of record keeping and internal control. Although a specific cost accounting system is not required, a contractor needs a system which will assure compliance with the terms of the agreement. A preaward audit will be performed to assure you meet these requirements prior to contract execution. If your system is deficient, the contract will not be executed.

Caltrans reimburses, through your overhead rate, the costs attributable to establishing and maintaining a cost accounting system.

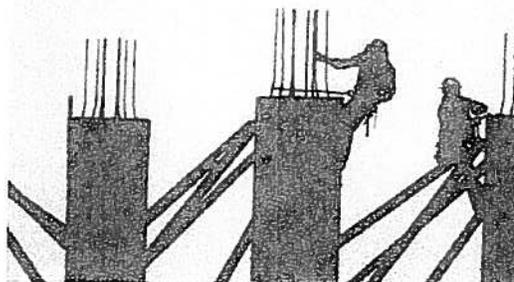
Staff time and other costs related to an audit performed on your contract are normally reimbursed through your overhead rate.

ACCOUNTING SYSTEM

Contractors (whether a prime or subcontractor) planning to contract with Caltrans must have an accounting system which meets the following objectives.

- The ability to record and report financial data in accordance with generally accepted accounting principles
- A system of record keeping to ensure that costs billed to Caltrans are:
 - a. Supported by adequate documentation
 - b. In compliance with the terms of the contract and applicable Federal and State regulations specified in the contract
- A system of record keeping ideally includes the following
 - a. General ledger
 - b. Job cost ledger
 - c. Labor distributions
 - d. Time records
 - e. Subsidiary journals
 - f. Chart of accounts
 - g. Financial statements
- The ability to accumulate and segregate reasonable, allocable (incurred solely for a project) and allowable (per terms of the contract) costs through the use of a cost accounting system. The following are some of the attributes which would ideally be found in such a system:
 - a. A chart of accounts which includes indirect and direct general ledger accounts. Indirect costs are not specifically identified to a project, for example, rent and/or utilities. Direct costs are specifically identified with a project, for example, drafting hours and/or design hours.
 - b. Segregation of costs by contract, category of cost and milestones (if applicable).
 - c. Proper recording of direct and indirect costs. For example, recording of labor costs should provide that non-project indirect hours be recorded on a time sheet and in the accounting records to an administration, vacation, sick leave or other indirect cost account/code. Direct project hours should be recorded on a time sheet and in the accounting records to a direct project cost account/code.

- d. Consistent accounting treatment of costs in recording and reporting. For example, if travel expense is charged directly to a project, all travel expense incurred on any project should be considered a direct cost. As a result, project-related travel, whether reimbursable per the contract terms or not, should be included as a direct cost.
- e. Ability to trace from invoices submitted to Caltrans to job cost records and original, approved source documents, for example, time sheets, vendor invoices, cancelled checks.
- f. Ability to reconcile job cost records to the accounting records.
- Compliance with cost principles described in the Code of Federal Regulations 48, Federal Acquisition Regulations System (FAR), Chapter 1, Part 31. Information on how to obtain this regulation is described under "Audit Criteria" on the following page.
- Procedures to monitor and adjust projected overhead rates to actual rates.
- Controls to ensure that written approval is obtained prior to any changes to the contract.
- Procedures to retain accounting records and source documentation as required by the terms of the contract.
- A system of internal control which provides reasonable assurance that assets are protected; financial data, records and statements are reliable; and errors and irregularities are promptly discovered, reported and corrected. The elements of a system of internal control should include, but not be limited to, the following:
 - a. Separation of duties for proper protection of assets. Incompatible duties are those that place any person in a position to both perpetrate and conceal errors or irregularities in the normal course of business. For example, the person who writes checks should be different from the person who reconciles bank statements and the person who purchases goods should be different from the person who receives goods.
 - b. Limiting access to assets to only authorized personnel who require these assets in the performance of their assigned duties. For example, blank check stock should be locked in a safe when not in use.
 - c. Authorization and record keeping procedures which provide effective accounting control over assets, liabilities, revenues, and expenditures.
 - d. A system of practices to be followed in the performance of duties and functions. Such a system normally includes policies and procedures which establish the purpose and requirements of the accounting system. For example, timekeeping practices should ideally provide for the following:
 - Time sheets be prepared, signed and dated by all employees.
 - Time sheets be completed in non-erasable ink.
 - Time sheet corrections be crossed out and initialed by the employee.
 - Time sheets be signed by a supervisor as reviewed and retained on file as required by the contract.
 - e. Personnel with skills and training commensurate with their responsibilities.
 - f. A system of internal review. For example, bank reconciliations and travel expense claims should be reviewed, approved, and signed by a supervisor.



AUDITS

Contractors, whether a prime or subcontractor, performing under a negotiated contract with Caltrans are subject to the following audits:

- **Preaward Audits:** Prior to the award of a contract, Caltrans Audits and Investigations will conduct a preaward audit to determine if the contractor's accounting system is adequate to accumulate and segregate costs as detailed in the previous section and to determine if the proposed costs are reasonable. The audit alerts both the contractor and Caltrans management to problems relative to the contractor's cost proposal and cost accounting system. Due to time constraints in the award process, your cooperation in scheduling the preaward audit with short notice will expedite the execution of your contract.
- **Interim Audits:** Interim audits are performed on an as needed basis. During the preaward audit, if it is determined that the contractor's accounting system is new or minor deficiencies are noted, an interim audit is scheduled to determine that the system is functioning adequately to ensure that billed costs are supported and that any deficiencies were corrected. An interim audit may be requested by the contract administrator or by Caltrans management to address concerns during the course of the contract. Also, an audit manager may initiate an interim audit of a multi-year contract to ensure that costs reimbursed to date are allowable.
- **Post Audits:** Post audits of contracts are performed routinely after project completion. Post audits are performed to determine whether the costs claimed are allowable, allocable, reasonable, and in compliance with the Federal and State laws and regulations as well as the fiscal provisions stipulated in the contract. The examination includes reviews of applicable laws and regulations, the contract requirements and the contractor's internal control system. Audit tests of the contractor's accounting records and other auditing procedures considered necessary will also be performed. Applications of all audit procedures would also be governed by the individual contract under audit. Unsupported or unallowable costs are normally the result of weaknesses in the accounting system and will be reimbursed to Caltrans.

To provide contractors with a procedure for obtaining prompt and equitable resolution to a dispute arising from a post audit of a non-highway construction cost reimbursement contract, Caltrans has established an Audit Review Committee (ARC). Information explaining the ARC should be found in your contract and/or as an attachment to the post audit report.

AUDIT CRITERIA

For specific information regarding basic cost accounting systems and applicable State and Federal regulations, please see the following:

- **Code of Federal Regulations 48, Federal Acquisition Regulations System, Chapter 1, Part 31:** This regulation contains cost principles and procedures for the pricing of contracts/subcontracts and the determination, negotiation, or allowance of costs. Contact:

Superintendent of Documents
Government Printing Office
Washington, DC 20402

Washington, D.C. (202) 512-1800
San Francisco (415) 512-2770
Los Angeles (213) 239-9844

- **California State Administrative Manual:** A reference source for statewide policies, procedures, regulations and information. Contact:

Office of State Publishing,
Department of General Services.
Call for order form: (916) 445-2295.

For review of the above references, contact your local library or the California State Library.

California State Library
Library and Courts Building
914 Capitol Mall, P.O. Box 942837
Sacramento, CA 94237-0001

Information: (916) 654-0261

For assistance in establishing an accounting system which will meet the objectives outlined in this brochure, you should contact an accountant and/or bookkeeper who is familiar with cost accounting systems.

Caltrans is an affirmative action employer. Equal opportunity is offered to all regardless of race, color, creed, national origin, ancestry, sex, marital status, disability, religion, or political affiliation, age or sexual orientation. Contractors that contract with Caltrans are responsible for taking necessary and reasonable steps to achieve these same goals.

EXHIBIT E

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

23 CFR 172.5(b) and 49 CFR, Part 26 are incorporated into this agreement by reference.

EXHIBIT 10-1 Notice to Proposers Disadvantaged Business Enterprise Information

LOCAL AGENCY LETTERHEAD
(DATE)

NOTICE TO PROPOSERS
DISADVANTAGED BUSINESS ENTERPRISE

INFORMATION

The Agency has established an Underutilized DBE goal for this Agreement of _____%.

OR

The Agency has not established an Underutilized goal for this Agreement. However, proposer are encouraged to obtain DBE participation for this Agreement.

1. TERMS AS USED IN THIS DOCUMENT

- The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR).
- The term “Underutilized Disadvantaged Business Enterprise” or “UDBE” is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups:
 - Black American
 - Asian-Pacific American
 - Native American
 - Women
- The term “Agreement” also means “Contract.”
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

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

3. SUBMISSION OF UDBE AND DBE INFORMATION

If there is a UDBE goal on the contract, a “Local Agency Bidder/Proposer-UDBE Commitment (Consultant Contract)” (Exhibit 10-O1) form shall be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. Only UDBE participation will be counted towards the contract goal; however, all DBE participation shall be collected and reported.

A "Local Agency Proposer -DBE –Information (Consultant Contract)" (Exhibit 10-O2) form shall be completed and submitted with the executed contract. The purpose of the form is to collect all UDBE and DBE commitment data required under 49 CFR 26. For contracts with no goals, this form collects information on all DBEs, including UDBEs. Even if no DBE participation will be reported, the successful bidder must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

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

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime consultant, subconsultant, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A UDBE bidder, not bidding as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 1. The proposer is a UDBE and will meet the goal by performing work with its own forces.
 2. The proposer will meet the goal through work performed by UDBE subconsultants, subconsultants, suppliers or trucking companies.
 3. The proposer made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55; that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The (prime consultant) shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP.
- B. Access the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program website at: <http://www.dot.ca.gov/hq/bep/>.
 - Click on the link in the left menu titled Find a Certified Firm
 - Click on Query Form link, located in the first sentence
 - Click on Certified DBE's (UCP) located on the first line in the center of the page

- Click on [Click To Access DBE Query Form](#)
 - Searches can be performed by one or more criteria
 - Follow instructions on the screen
 - “Start Search,” “Requery,” “Civil Rights Home,” and “Caltrans Home” links are located at the bottom of the query form
6. **MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS DBE CREDIT, AND IF A DBE IS ALSO A UDBE, PURCHASES WILL COUNT TOWARDS THE UDBE GOAL UNDER THE FOLLOWING CONDITIONS:**
- A. If the materials or supplies are obtained from a DBE manufacturer, count one hundred percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises, the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.
 - B. If the materials or supplies purchased from a DBE regular dealer, count sixty percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the 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.
 - C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers’ own distribution equipment shall be by a long-term lease agreement and not an ad hoc or Agreement-by -Agreement basis. Packagers, brokers, manufacturers’ representatives, or other persons who arrange or expedite transactions are not UDBE regular dealers within the meaning of this section.
 - D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.
7. **FOR DBE TRUCKING COMPANIES: CREDIT FOR DBES WILL COUNT TOWARDS DBE CREDIT, AND IF A DBE IS A UDBE, CREDIT WILL COUNT TOWARDS THE UDBE GOAL, UNDER THE FOLLOWING CONDITIONS:**
- A. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular Agreement, and there cannot be a contrived arrangement for the purpose of meeting the UDBE goal.
 - B. The DBE must itself own and operate at least one fully licensed, insured and operational truck used on the Agreement.
 - C. The DBE receives credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.

- D. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement.
- E. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by the DBE.
- F. For the purposes of this Section D, a lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, as long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.