

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 8th day of December, 2009, by and between the City of Oxnard, a municipal corporation ("City"), and Lim & Nascimento Engineering Corporation ("Consultant").

WHEREAS, City desires to hire Consultant to perform certain professional services specified herein as either architectural, landscape architectural, engineering, construction project management, or land surveying services; and

WHEREAS, Consultant represents that Consultant and/or Consultant's personnel have the qualifications and experience to properly perform such services:

NOW, THEREFORE, City and Consultant hereby agree as follows:

1. Scope of Services

Consultant shall furnish City with professional consulting services as more particularly set forth in Exhibit A attached hereto and incorporated by this reference in full herein.

2. Method of Performing Services

Subject to the terms and conditions of this Agreement, Consultant may determine the method, details, and means of performing the services described herein.

3. Standard of Performance

Consultant agrees to undertake and complete these services to conclusion, using that standard of care, skill, and diligence normally provided by a professional person in performance of similar consulting services.

4. Nonexclusive Services

This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine. Consultant agrees that performing such services will not materially interfere with services to be performed for the City.

5. Coordination of Services

All services are to be coordinated with the Development Services Manager, subject to the direction of the City Manager or Department Manager.

6. Place of Work

Consultant shall perform the services provided for in this Agreement at any place or location and at such times as the Consultant shall determine.

7. Correction of Errors

Consultant agrees to correct, at its expense, all errors which may be disclosed during review of Consultant's services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.

8. Time for Performance

All services performed under this Agreement shall be completed pursuant to the schedule provided in Exhibit B attached hereto and incorporated by this reference in full herein. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates Peter Ho, Vice-President as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

Consultant, at Consultant's sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with the performance of services under this Agreement, including a City business license.

11. City's Responsibility

City shall cooperate with Consultant as may be reasonably necessary for Consultant to perform its services. Manager agrees to provide direction to Consultant as requested regarding particular project requirements.

12. Term of Agreement

This Agreement shall begin on December 8, 2009, and expire on June 30, 2012.

13. Termination

a. This Agreement may be terminated by City if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten calendar days from the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

b. This Agreement may be terminated by Consultant if Consultant notifies Manager, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed prior to the date of termination.

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed \$3,201,007 for services provided under this Agreement at rates provided in Exhibit C attached hereto and incorporated by this reference in full herein.

b. The acceptance by Consultant of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to Consultant's services.

c. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the services performed by Consultant, its employees, subcontractors, agents and subconsultants.

d. Consultant shall provide Manager with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service.

e. If any sales tax is due for services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

15. Cost Principles

a. Cost Principles and Procedures, 38 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq., are the governing factors regarding allowable elements of cost.

b. The Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 49 CFR Part 18 is incorporated by reference herein. The requirement applies to all subcontracts in excess of \$25,000.

c. Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be repaid by Consultant to City upon demand.

16. Method of Payment

a. City agrees to pay Consultant monthly upon satisfactory completion of the services and upon submission by Consultant of an invoice delineating the services performed, in

a form satisfactory to Manager. The invoice shall identify services by project as specified by Manager.

b. Consultant agrees to maintain current monthly records, books, documents, papers, accounts and other evidence pertaining to the services performed and costs incurred. Such items shall be adequate to reflect the time involved and cost of performing the services. Consultant shall provide Manager with copies of payroll distribution, receipted bills and other documents requested for justification of the invoice.

17. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing services under this Agreement. All expenses incident to the performance of services under this Agreement shall be borne by the Consultant, including, but not limited to rent, vehicle, and travel, entertainment and promotion, general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Consultant. Consultant shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the services provided for under this Agreement, including, but not limited to any personal property used by employees and agents of Consultant in the performance of such services.

18. Non-Appropriation of Funds

Payments to be made to Consultant by City for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of Consultant's services beyond the current fiscal year, this Agreement shall cover payment for Consultant's services only up to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

19. Records

a. Consultant agrees that all final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data and photographs expressly required to be prepared by Consultant as part of the scope of services ("documents and materials") shall be the property of City and shall, upon completion of the services or termination of this Agreement, be delivered to Manager.

b. At City's request, City shall be entitled to immediate possession of, and Consultant shall furnish to Manager within ten days, all of the documents and materials. Consultant may retain copies of these documents and materials.

c. Any substantive modification of the documents and materials by City staff or any use of the completed documents and materials for other City projects, or any use of uncompleted documents and materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant. City agrees to hold Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the documents and

materials for purposes other than those described in this Agreement, unless Consultant consents in writing to such reuse.

20. Maintenance and Inspection of Records

Consultant agrees that City, California Department of Transportation, and Federal Highway Administration or their auditors shall have access to and the right to audit and reproduce any of Consultant's relevant records to ensure that City is receiving all services to which City is entitled under this Agreement or for other purposes relating to the Agreement. Consultant shall maintain and preserve all such records for a period of at least four years after the expiration of this Agreement, or until an audit has been completed and accepted by City, California Department of Transportation, and/or Federal Highway Administration. Consultant agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

21. Confidentiality of Information

Any documents and materials given to or prepared or assembled by Consultant under this Agreement shall be confidential and shall not be made available to any third person or organization by Consultant without prior written approval of the Manager.

22. Indemnity

Consultant agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Consultant or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on Consultant's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, or acts for which Consultant or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on Consultant's behalf would be held strictly liable.

23. Insurance

a. Consultant shall obtain and maintain during the performance of any services under this Agreement the insurance coverages as specified in Exhibit INS-A, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages.

b. Consultant shall, prior to performance of any services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-A. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS-A.

c. Maintenance of proper insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Agreement.

24. Independent Contractor

a. City and Consultant agree that in the performance of the services, Consultant shall be, and is, an independent contractor, and that Consultant and its employees are not employees of City. Consultant has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Consultant.

b. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

c. Consultant acknowledges that Consultant and Consultant's employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits.

25. Consultant Not Agent

Except as Manager may specify in writing, Consultant, and its agents, employees, subcontractors and subconsultants shall have no authority, expressed or implied, to act on behalf of City in any capacity, as agents or otherwise, or to bind City to any obligation.

26. Conflict of Interest

Consultant shall promptly inform Manager of any contract, agreement, arrangement, or interest that Consultant may enter into or have during the performance of this Agreement that may conflict with City's interests. This requirement includes contracts, agreements and arrangements with manufacturers, suppliers, contractors or other clients whose interests might be served by the services performed under this Agreement and Consultant's or Consultant's clients' interest in land that might be affected by the services. Consultant shall take such measures as are necessary in the performance of this Agreement to prevent actual or appearances of conflicts of interest.

27. Assignability of Agreement

Consultant agrees that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Assignments of any or all rights, duties, or obligations of Consultant under this Agreement will be permitted only with the express written consent of Manager, which consent may be withheld for any reason.

28. Successors and Assigns

Consultant and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant and City.

29. Fair Employment Practices

a. Consultant agrees that all persons employed by Consultant shall be treated equally by Consultant without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of California, and City.

b. Consultant agrees that, during the performance of this Agreement, Consultant and any other parties with whom Consultant may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

c. Consultant agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

d. Consultant shall provide City staff with access to and, upon request by Manager, provide copies to Manager of all of Consultant's records pertaining or relating to Consultant's employment practices, to the extent such records are not confidential or privileged under State or federal law.

30. Force Majeure

Consultant and City agree that neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

31. Time of Essence

Consultant and City agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

32. Covenants and Conditions

Consultant and City agree that each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

33. Governing Law

City and Consultant agree that the construction and interpretation of this Agreement and the rights and duties of City and Consultant hereunder shall be governed by the laws of the State of California.

34. Compliance with Laws

Consultant agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the services performed by Consultant pursuant to this Agreement. Consultant shall comply with California prevailing wage law and Davis-Bacon wage rates as applicable. In the event the requirements of State and federal law are different, Consultant shall observe the laws that are more expansive in their application and call for payment of higher wages.

35. Severability

City and Consultant agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

36. Waiver

City and Consultant agree that no waiver of a breach of any provision of this Agreement by either Consultant or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Consultant to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

37. Counterparts

City and Consultant agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

38. Arbitration

Consultant and City agree that in the event of any dispute with regard to the provisions of this Agreement, the services rendered or the amount of Consultant's compensation, the dispute may be submitted to arbitration upon the mutual agreement of the parties, under such procedures as the parties may agree upon, or, if the parties cannot agree, then under the Rules of the American Arbitration Association.

39. Expenses of Enforcement

Consultant and City agree that the prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney Office) and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

40. Authority to Execute

a. City acknowledges that the person executing this Agreement has been duly authorized by the City Council to do so on behalf of City.

b. Consultant acknowledges that the person executing this Agreement has been duly authorized by Consultant to do so on behalf of Consultant.

41. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to Lim & Nascimento Engineering Corp, 20 Empire Drive, Lake Forest, CA 92630 Attention: Jim Hannigan, Project Manager.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Development Services Department, 214 South C Street, Oxnard, CA 93030, Attention: Robert Hearne, Civil Engineer.

42. Amendment

City and Consultant agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed upon to in writing by both the City representative authorized to do so under the City's purchasing policies and Consultant.

43. Entire Agreement

City and Consultant agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

44. Covenant Against Contingent Fees

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

45. Certifications of Consultant

The Exhibits 10-F, 10-P, and 10-Q are attached hereto and incorporated herein by this reference.

46. Disadvantaged Business Enterprises (DBE) Participation

Exhibits 10-I, 10-O1, 10-O2, 10-J, and 17-F are attached hereto and incorporated herein by this reference.

47. 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.

48. 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 written authorization by the City's Contract Manager, except that which is expressly identified in the approved Cost Proposal.

b. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all the provisions stipulated in this contract to be applicable to subcontractors.

c. Any substitution of subcontractors must be approved in writing by the City's Contract Manager.

49. Inspection of Work

The Consultant and any subcontractor shall permit the City, the state, and the FHWA 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.

50. 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's 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 as a result of this contract shall contain all of the provisions of this paragraph and shall identify the City as a third party creditor beneficiary of the contract.

51. Rebates, Kickbacks, or Other Unlawful Consideration

The Consultant warrants 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, 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.

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

c. The 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 subrecipients shall certify and disclose accordingly.

CITY OF OXNARD

CONSULTANT

Dr. Thomas E. Holden, Mayor

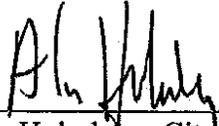


Peter Ho, Vice-President

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



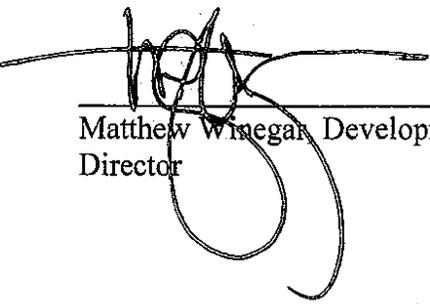
Alan Holmberg, City Attorney

APPROVED AS TO INSURANCE:



James Cameron, Chief Financial Officer

APPROVED AS TO CONTENT:



Matthew Winegar, Development Services
Director

APPROVED AS TO AMOUNT:

Edmund F. Sotelo, City Manager

Exhibit A Work Tasks – Scope of Services

Task 1 – Pre-construction Services This task includes pre construction services including but not limited to the following:

- 1.1. Review contract plans, specifications, permits and agreements.
- 1.2. Review Resident Engineer files. Resident Engineer's files consist of design engineer memos to Resident Engineers, and technical reports and studies.
- 1.3. Attend meeting with City and Design Engineer to discuss design features. The intent of this meeting is to answer questions from the Resident Engineer, meet key staff, and review contract administration procedures.
- 1.4. Establish outline of dispute resolution with contractor's methodologies, policies, and procedures. Outline shall be reviewed and approved by City Project Manager.

Task 2 – Construction Management Services during Construction

This task includes project management, construction administration, scheduling, document control using primavera expedition software, resident project observation, inspection services, and materials testing during construction. Consultant management services will be in accordance with the Caltrans Local Assistance Program and Construction Manuals, including but not limited to the following:

2.1 Project Coordination and Correspondence

- 2.1.1 Serve as the focal point for coordination among the contractors, surveyors, material testers, Design Engineer to the City, Caltrans, other agencies, utility companies, and other parties.
- 2.1.2 Maintain close contact with City Project Manager, Design Engineer, and copy the City Project Manager and Design Engineer on all correspondence.
- 2.1.3 Receive all Contractor correspondence and prepare and transmit responses. Coordinate with applicable parties, as required, to develop responses.
- 2.1.4 Conduct weekly, or as necessary, construction contract coordination meetings with the Contractor. Take minutes and distribute to parties designated in the project instructions.
- 2.1.5 Deliverables: Meeting minutes

2.2 Schedule Management, Progress Meetings, and Reports

- 2.2.1 Review Contractor's planned schedule for conformance with the specifications and for reasonableness of the sequence and duration of the activities.

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2.2.2 Review work progress as compared to the planned schedule and notify Contractor of schedule slippage. Analyze schedule to determine impact of weather and change orders. Obtain from Contractor updates of construction schedule incorporating actual progress, weather delays, and change order impacts. Negotiate time extensions due to change orders and other delays for City approval.

2.2.3 **Deliverables:** Prepare and submit a monthly progress report to City Project Manager describing key issues, cost status, and schedule status.

2.3 Payment Recommendations

2.3.1 Review Contractor's initial schedule of values for reasonableness and ease of monitoring.

2.3.2 Review and approve quantities submitted with monthly progress payment requests, negotiate differences over amount, and process payments through the City Project Manager.

2.3.3 **Deliverables:** Monthly Pay Estimate

2.4 Submittals Management

2.4.1 Receive, stamp, and log submittals, and review and approve/distribute for review as necessary.

2.4.2 Monitor the review and return of submittals to Contractor.

2.4.3 **Deliverables:** Develop a submittal log to identify parties responsible for review and acceptance.

2.5 Requests for Information (RFI)

2.5.1 Receive, process, and monitor Requests for Information (RFI) from Contractor.

2.5.2 Prepare responses to RFI related to construction issues in a timely manner.

2.5.3 Transmit design-related RFI to Design Engineer and copy the City Project Manager.

2.5.4 Conduct meetings with Contractor and other parties, as needed, to discuss and resolve RFI.

2.5.5 **Deliverables:** Develop an RFI log to identify parties responsible for review and response to issues.

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ATTACHEMENT # 1
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2.6 Change Orders

- 2.6.1 Perform change order administration, including obtaining City and Caltrans approval of change order requests, issuing proposed change orders to Contractor, maintaining logs of proposed change orders, receiving change order quotations from Contractor, negotiating change order costs and time extension, processing final negotiated change orders, and incorporating approved change order into progress payment breakdown.
- 2.6.2 Perform quantity and cost analysis, as required, for negotiation of change orders.
- 2.6.3 Analyze additional compensation claims that are submitted during the construction period and prepare responses.
- 2.6.4 Perform claims administration, including coordinating and monitoring claims response preparation, logging claims, and tracking claims status.
- 2.6.5 **Deliverables:** Develop Change Order log tracking status, cost, and approval chronology of all change orders

2.7 Construction Observation/Inspection Services

- 2.7.1 Provide Quality Assurance inspection of the contractors' work and monitor compliance with the contract documents in accordance with the Caltrans Construction Manual, Construction Cooperative Agreement, Caltrans Encroachment Permit, City standards and Local Assistance Procedures Manual (LAPM).
- 2.7.2 Implement mitigation and monitoring program identified by Environmental Document and monitoring Contractor's compliance in accordance with Contract Documents.
- 2.7.3 Provide material management to ensure that the materials are in compliance with the "American Recovery and Reinvestment Act", Buy America Act, Local Assistance Procedures Manual and Caltrans Construction Manual
- 2.7.4 Review of contractor submittals including but not limited to material submittals, mix designs, temporary work design, customized construction equipment design, shoring and falsework design, shop-drawings, certificates of compliance, progress payments, and extra work reports.
- 2.7.5 **Deliverables:** Daily Diaries filed by all inspectors working on site (Consultant and City Inspectors). Diaries will be submitted to the RE after the completion of the work shift.

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Task 3 Sub Services

Materials Testing

Sequoia Consultants will be providing materials sampling, testing and inspection services along with source inspection services. Sequoia's full service laboratory is certified by Caltrans, accredited by AASHTO Materials Reference Laboratory (AMRL) and inspected by Cement Concrete Reference Laboratory (CCRL). The capabilities of the laboratory encompass testing of all materials encountered in a highway/bridge project including, soils, asphalt (Hot Mix Asphalt & Rubberized Hot Mix Asphalt), concrete, rebar and others. Sequoia's materials testers are certified by Caltrans for various test methods in corresponding disciplines. Sequoia Consultants are familiar with the Caltrans oversight process under the Local Assistance Program through its experience on numerous Local Government bridge and highway projects under the same requirements. Material records will be kept in accordance with the provisions of the Caltrans Local Assistance Programs and all applicable contract documents.

Analyzer International Inc. will be providing on site testing and sampling of concrete and soil samples by personnel certified by Caltrans; on site inspection of structures materials; document control relating to the QA/QC of all materials used; review of submittals including concrete mix, falsework, trenching and shoring; photo documentation of the project.

Deliverables: Material testing frequencies, tests, logs, and files information as required by the Caltrans Construction Manual and LAPM Chapter 16.

Task 4 – Post Construction Services

The post construction services task includes project closeout after issuance of substantial completion for the construction Contractor. This task will consolidate punch lists of remaining work, compile record drawing information, and provide one copy of marked-up blueprints of the project drawings to the City. The Design Engineer will provide project changes to original design mylars. Final payment will be recommended

Deliverables:

- All project files organized in the manner specified in the Caltrans Construction Manual and LAPM will be transmitted to the City and Caltrans for archiving. Provide support and project records to the City to comply with Chapter 17 of the Local Assistance Procedures Manual.
- As Built Plans
- Project Certification and a Notice of Completion will be provided in consultation with the City and Caltrans.

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EXHIBIT B - SCHEDULE

KEY PROJECT ELEMENTS

2011 2012

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32

Rice Avenue / Santa Clara Avenue Interchange Improvements at Highway 101

Pre-Construction services

- Reviewing Plans & Specs
- Prepare Project Filing System and Stop Electronic Document Control System
- Pre-lop Photographs & Video

- Stage 1 Phase 1**
Rebuild and enhance existing utilities | Construct the widening of Ventura Blvd | Construct the widening of Santa Clara Ave
- Stage 1 Phase 2**
Relocate existing utilities | Construct Ventura Blvd and Santa Clara Ave intersection, maintain access for local traffic at all times
- Stage 2 Phase 1**
Construct freeway widening | Construct a portion of loop ramp and temporary detour | Construct portion of NB on-ramp and retaining wall | Construct Ventura interchange
- Stage 2 Phase 2**
Construct the remaining portion of NB off-ramp | Construct the remaining portion of NB loop on-ramp and Santa Clara Ave temp detour
- Stage 2 Phase 3**
Construct Auto Center Dr and West side of Rice Ave intersection to final grade | Construct temporary driveway to local gas station | Construct temporary pavement joining Mehl driveway to existing Rice OC | Construct freeway widening
- Stage 2 Phase 4**
Construct freeway widening
- Stage 2 Phase 5**
Construct ramped Rice Ave and East of overcrossing | Construct ramp | Construct the remaining portion of NB loop on-ramp | Construct column
- Stage 3**
Remove existing bridge | Construct SB-off ramp | Construct Rice Ave and overcrossing | Construct portion of ramp
- Stage 4**
Construct median island | Obsolete NB loop on-ramp

Post Construction Services

- Punchlist Items
- Prepare Project Closeout forms (per LOPM)
- Project closeout QA check
- Prepare final As-Builts
- Attend the City with Contract Closeout

EXHIBIT C

CITY OF OXNARD

RICE AVE/SANTA CLARA AVE INTERCHANGE IMPROVEMENTS AT HIGHWAY 101

LABOR + ODC + OTHER DIRECT COST

	LABOR	ODC	SUB-TOTAL	DBE/UDBE PARTICIPATION	TOTAL
MATERIALS TESTING SUB-CONSULTANT					
SEQUOIA CONSULT. (DBE/SBE) [1]	\$276,000	\$55,200	\$331,200	11.0%	\$331,200
ANALYZER INTERNATIONAL (UDBE) [1]	\$158,441	\$31,688	\$190,129	6.3%	\$190,129
TOTAL SUB-CONSULTANTS	\$434,441	\$86,888	\$521,329	17.3%	\$521,329
PRIME CONSULTANT (LAN)					
Pre-Construction Phase	\$ 40,000	\$ -	\$ 40,000		\$40,000
Construction and Post Construction Phase	\$ 2,592,771	\$ 46,650	\$ 2,639,421		\$2,639,421
TOTAL ESTIMATED COST					\$3,200,751

[1] See "Schedule of Fees" for Sequoia Consultants and Analyzer International testing fees

Task #	Task Description	Personnel Hours												Budget		
		Project Manager Jim Harrigan	Project Accountant Patrick Wong	Resident Engineer Andrus Hoban	OE / PT Inspector Art Infante	Roadway Inspector Tom Nowak	Bridge Engineer Chuck Tran	Structure Rep Marco Alarcon	Structure Inspector DJ Trabala	Scheduler Jingwoon Jun	Materials (Sequence)	Materials (Analyzer)	Total Hours	Labor Total	Subcontractor Labor Totals	
2009 Loaded Rate [1] Hour Allocation (not including Pre-Construction)		\$195.18	\$195.28	\$172.08	\$122.83	\$110.86	\$117.22	\$149.38	\$21.14	\$18.02	\$98.10	\$154.31	23,011.47	\$2,534,972.28	\$434,440.54	
1.00	PRE-CONSTRUCTION															
1.1	PROJECT INITIATION															
	Project Management													0	\$0.00	
	Project set up													0	\$0.00	
	Project review													0	\$0.00	
	RE File Review													0	\$0.00	
	Project Team Scope of Work													0	\$0.00	
	Budget													0	\$0.00	
	Baseline Review Schedule													0	\$0.00	
	Set up Expedition filing system													0	\$0.00	
	Establish responsibility matrix													0	\$0.00	
	LUMP SUM													0	\$0.00	
	Sub Total Pre-Construction													0	\$0.00	\$0.00
2.00	CONSTRUCTION ACTIVITIES															
2.1	PROJECT MANAGEMENT															
	PM project Coordination	252.00											252.00	\$49,186.37		
	Project Accounting		339.38	228.80	0.00								568.18	\$50,365.73		
	Project administration			1906.12	0.00								1906.12	\$262,651.68		
	Field Operations			45.38	917.28								962.64	\$125,658.05		
	Project meetings			90.72	87.36								178.08	\$24,785.91		
	Document control and review			90.72	873.60								964.32	\$126,722.69		
	Submittals			90.72	216.40								309.12	\$41,775.38		
	Project Budget			181.44	0.00								181.44	\$26,819.21		
	Centralized Document System (Expedition)			90.72	438.80								627.52	\$70,091.15		
	Review, route, and respond to RFIs			90.72	0.00								90.72	\$13,459.60		
	Review contractor's baseline schedule and updates			45.38	0.00				338.98				384.32	\$57,920.28		
	Review contractor's safety program			45.38	0.00								45.38	\$6,729.80		
	Environmental Compliance			228.80									228.80	\$33,849.01		
	Maintain contract files			45.38	87.36								132.72	\$18,056.11		
	Prepare and Review monthly progress payment requests			90.72	131.04								221.76	\$30,449.07		
	Investigate proposed change orders and RFIs			272.16	218.40								490.56	\$68,694.58		
	Change Orders			544.32	218.40								762.72	\$109,073.39		
	Pay Estimate			90.72	218.40								309.12	\$41,775.38		
	Project coordination with others			45.38	87.36								132.72	\$18,056.11		
2.2	ROADWAY															
	Submittal Review				174.72	0.00							174.72	\$22,652.62		
	Construction traffic control				43.68	204.12							247.80	\$30,135.46		
	Roadway Inspection Construction activities				43.68	2912.74							2698.42	\$318,908.70		
	SWPPP review, tracking, updates				43.68	204.12							247.80	\$30,135.46		
	Environmental				43.68	204.12							247.80	\$30,135.46		
	Utilities & Electrical coordination				43.68	40.82							84.60	\$10,567.62		
	Material Control Documentation				43.68	204.12							247.80	\$30,135.46		
	Prepare calculation, records, reports, and correspondence				43.68	204.12							247.80	\$30,135.46		
	Quantity Calculations				43.68	408.24							451.92	\$54,607.77		
2.3	STRUCTURES															
	Submittal Review				87.36			383.12					480.48	\$68,874.36		
	Structure Construction related activities						117.60	1814.40	924.00				2896.00	\$398,553.04		
	Material control Documentation							604.80	554.40				1159.20	\$156,693.30		
	Prepare calculation, records, reports, and correspondence							151.20	184.80				336.00	\$44,519.81		
	Quantity Calculations							80.48	184.80				245.28	\$31,239.49		
2.4	MATERIAL TESTING															
	Submittal Review				87.36						151.52		238.88	\$11,328.31	\$14,574.30	
	Field sampling, testing, compaction, cylinders, others										2121.21	957.93	3079.14	\$332,699.28		
	Prepare calculation, records, reports, and correspondence										454.55	53.22	507.76	\$50,870.63		
	Material Control Documentation										303.03	53.22	356.25	\$38,298.33		
3.00	POST CONSTRUCTION ACTIVITIES															
3.1	PROJECT DELIVERY															
	Project Closeout			113.4	87.36								211.24	\$29,734.02		
	As-Builts			45.38	43.68								89.04	\$12,392.99		
	Finalize project records per LAPM			158.76	43.68								202.44	\$29,217.46		
	5% OT Contingency [2]	0.00	0.00	0.00	0.00	204.12	0.00	151.20	92.40	0.00	0.00	0.00	447.72	\$57,799.15		
	Sub total Construction	252.00	1,339.38	4,538.00	4,368.00	4,288.62	117.60	3,175.20	1,940.40	349.44	3,030.30	1,064.36	23,459.19	\$2,632,771	\$434,441	
Grand Totals		252.00	339.38	4538.00	4368.00	4288.62	117.60	3175.20	1940.40	349.44	3030.30	1064.36	23,459.19	\$2,632,771	\$434,441	

Notes:
 [1] Escalation Rates to be tied to the Consumer Price Index - Urban (Los Angeles, Riverside, Orange County) as approved by the Development Services Manager
 [2] 5% OT contingency for Roadway Inspector, Structure Rep. and Structure Inspector only

ATTACHEMENT # 1
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CITY OF OXNARD

RICE AVE/SANTA CLARA AVE INTERCHANGE IMPROVEMENTS AT HIGHWAY 101

PRE-CONSTRUCTION PHASE

SERVICES

Est Hours Hourly Rate

RE Schedule, RE File review, Project Set up			
	Est Hours	Hourly Rate	
Project Manager		\$195.18	\$ -
Resident Engineer		\$148.36	\$ -
Schedulur		\$151.02	\$ -
Office Engineer / Part Time Inspector		\$129.65	\$ -
TOTAL COSTS	Lump Sum		\$40,000

Pre-Const 4

11/23/2009

CITY OF OXNARD

Rice Avenue/ Santa Clara Avenue Interchange Improvements at Highway 101

OTHER DIRECT COSTS

DESCRIPTIONS / PROJECTS	Unit	Unit Cost	Quantity	Total
Field Office Trailer and Setup				
Field Office Trailer Monthly				
Field Office (Janitorial)				
Field Office Water Supply				
Field Office Utilities				
Monthly DSL Cost				
Fax Machine + Toner (1 each)				
HP 11 x 17 Color Printer				
Misc Office Furnishings + Safety Equipments				
Computer Software and Licenses (Expedition)				
To be provided by the City through Construction Contract				
Mileage - Project Manager (1)	Per Mile	\$0.55	5,000	\$2,750.00
Resident Engineer's vehicle	Hourly	\$0.55	10,000	\$5,500.00
Office Engineer / Part Time Inspector	Hourly	\$0.55	10,000	\$5,500.00
Roadway Inspector's vehicle	Hourly	\$0.55	10,000	\$5,500.00
Structure Rep's vehicle	Hourly	\$0.55	10,000	\$5,500.00
Structure Inspector's vehicle	Hourly	\$0.55	10,000	\$5,500.00
Monthly Cellular Phone	Monthly	in OH (communications)		
Field Office Supplies [2]	LS	\$5,000.00	1	\$5,000.00
Digital Cameras [2]	Each	\$150.00	1	\$150.00
Express Delivery Services (Fed EX) [2]	Each	\$15.00	250	\$3,750.00
MISCELLANEOUS ODC [2]	LS	\$7,500.00	1	\$7,500.00
TOTAL OTHER DIRECT COSTS				\$46,650.00

(1) Unit cost per IRS Rules

[2] This expense will be billed at cost and properly itemized on monthly invoices

ATTACHEMENT # 1
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CITY OF OXNARD

Rice Avenue / Santa Clara Avenue Interchange Improvements at Highway 101

COST PROPOSAL: BILLING RATE (NOT TO EXCEED)

Classification ⁽⁵⁾	Direct Labor DL	Overhead (OH) 121.80%	Total DL + OH	Fee 10%	2009 Loaded Rate [5]
Project Principal ⁽¹⁾ [E]	\$78.73	\$95.89	\$174.62	\$17.46	\$192.09
QA/QC Engineer ⁽¹⁾ [E]	\$80.00	\$97.44	\$177.44	\$17.74	\$195.18
Safety Officer [1] [E]	\$51.59	\$62.84	\$114.43	\$11.44	\$125.87
Project Manager [E]	\$80.00	\$97.44	\$177.44	\$17.74	\$195.18
Project Accountant [E]	\$20.19	\$24.59	\$44.78	\$4.48	\$49.26
Resident Engineer [E]	\$60.81	\$74.07	\$134.88	\$13.49	\$148.36
Office Engineer / Part Time Inspector [E]	\$53.14	\$64.72	\$117.86	\$11.79	\$129.65
Roadway Inspector [E]	\$49.14	\$59.85	\$108.99	\$10.90	\$119.89
Bridge Engineer [E]	\$73.25	\$89.22	\$162.47	\$16.25	\$178.72
Structure Rep. [E]	\$60.00	\$73.08	\$133.08	\$13.31	\$146.39
Structure Inspector [E]	\$49.65	\$60.47	\$110.12	\$11.01	\$121.14
Utility/Electrical Inspector [NE]	\$49.09	\$59.79	\$108.88	\$10.89	\$119.77
Scheduler/Claims ^(2,3) [E]	\$81.90	\$75.39	\$137.29	\$13.73	\$151.02
Office Engineer / Part Time Inspector [E]	\$40.00	\$48.72	\$88.72	\$8.87	\$97.59

Notes:

- (1): Project Principal time will be on company OH payroll during Construction
 - (2): "On-Call" As-Need Basis
 - (3): Direct Rate to comply with prevailing wage rate
 - (4): There will no charges for home office support
 - (5): Escalation Rates to be tied to the Consumer Price Index - Urban (Los Angeles, Riverside, Orange County) as approved by the Development Services Manager
- (E / NE): Exempt / Non-Exempt Employee

ATTACHEMENT # 1
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COMPANY TITLE	NAME	EXEMPT / NON	RAW SALARY	OVERHEAD	PROFIT	BILLING RATE [1]
LAN	Project Manager	Exempt	\$ 80.00	\$ 97.44	\$ 17.74	\$ 195.18
	Project Accountant	Exempt	\$ 20.19	\$ 24.59	\$ 4.48	\$ 49.26
	Resident Engineer	Exempt	\$ 60.81	\$ 74.07	\$ 13.49	\$ 148.36
	Office Engineer / Part Time Inspector	Exempt	\$ 53.14	\$ 64.72	\$ 11.79	\$ 129.65
	Roadway Inspector	Exempt	\$ 49.14	\$ 59.85	\$ 10.90	\$ 119.89
	Bridge Engineer	Exempt	\$ 73.25	\$ 89.22	\$ 16.25	\$ 178.72
	Structure Rep	Exempt	\$ 60.00	\$ 73.08	\$ 13.31	\$ 146.39
	Structure Inspector	Exempt	\$ 49.65	\$ 60.47	\$ 11.01	\$ 121.14
	Scheduler / Claims	Exempt	\$ 61.90	\$ 75.39	\$ 13.73	\$ 151.02

[1] Escalation Rates to be tied to the Consumer Price Index - Urban (Los Angeles, Riverside, Orange County) as approved by the Development Services Manager

ATTACHMENT # 1
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COMPANY	TITLE	NAME	RAW SALARY	OVERHEAD	PROFIT	BILLING RATE [1]
Sequoia Consultants	Materials Tester	Alvin Perlas	\$ 39.39	\$ 48.06	\$ 8.74	\$ 96.19
		Steve Perez	\$ 39.39	\$ 48.06	\$ 8.74	\$ 96.19
		Nacho Chin	\$ 39.39	\$ 48.06	\$ 8.74	\$ 96.19
		Alex Garcia	\$ 39.39	\$ 48.06	\$ 8.74	\$ 96.19
Analyzer International Inc.	Field Material Testing QA/QC Specialist	Dennis W. McCollum	\$ 55.00	\$ 67.10	\$ 12.21	\$ 134.31
	CEO	Eng Yeong	\$ 60.00	\$ 73.20	\$ 13.32	\$ 146.52

[1] Escalation Rates to be tied to the Consumer Price Index - Urban (Los Angeles, Riverside, Orange County) as approved by the Development Services Manager

CITY OF OXNARD

Rice Avenue/ Santa Clara Avenue Interchange Improvements at Highway 101

COST PROPOSAL: PERSONNEL EFFORTS BY HOURS PER MONTH

Classification	Year	2010												2011												2012			Total Hours		
		2010												2011												2012					
		Months	D	J	F	M	A	M	J	J	A	S	O	N	D	D	J	F	M	A	M	J	J	A	S	O	N	D		J	J
Project Principal																															
QA/QC Engineer																															
Safety Officer																															
Project Manager	33.6	8.4	8.4	8.4	8.4	8.4	8.4	8.4	8.4	8.4	8.4	8.4	8.4	8.4	8.4	8.4	8.4	8.4	8.4	8.4	8.4	8.4	8.4	8.4	8.4	8.4	8.4	8.4	8.4	8.4	252.0
Project Accountant	16.8	13.4	13.4	13.4	13.4	13.4	13.4	13.4	13.4	13.4	13.4	13.4	13.4	13.4	13.4	13.4	13.4	13.4	13.4	13.4	13.4	13.4	13.4	13.4	13.4	13.4	13.4	13.4	13.4	13.4	339.4
Resident Engineer	168.0	168.0	168.0	168.0	168.0	168.0	168.0	168.0	168.0	168.0	168.0	168.0	168.0	168.0	168.0	168.0	168.0	168.0	168.0	168.0	168.0	168.0	168.0	168.0	168.0	168.0	168.0	168.0	168.0	168.0	4536.0
Office Engineer / Part Time Inspector [1]	168.0	168.0	168.0	168.0	168.0	168.0	168.0	168.0	168.0	168.0	168.0	168.0	168.0	168.0	168.0	168.0	168.0	168.0	168.0	168.0	168.0	168.0	168.0	168.0	168.0	168.0	168.0	168.0	168.0	168.0	4368.0
Roadway Inspector	50.4	16.8	16.8	16.8	16.8	16.8	16.8	16.8	16.8	16.8	16.8	16.8	16.8	16.8	16.8	16.8	16.8	16.8	16.8	16.8	16.8	16.8	16.8	16.8	16.8	16.8	16.8	16.8	16.8	16.8	4082.4
Bridge Engineer	50.4	50.4	16.8																												117.6
Structure Rep.																															3024.0
Structure Inspector																															1648.0
Scheduler/Claims	13.4	13.4	13.4	13.4	13.4	13.4	13.4	13.4	13.4	13.4	13.4	13.4	13.4	13.4	13.4	13.4	13.4	13.4	13.4	13.4	13.4	13.4	13.4	13.4	13.4	13.4	13.4	13.4	13.4	13.4	349.4
Roadway/ Utility Inspector, Full time (City)	168.0	168.0	168.0	168.0	168.0	168.0	168.0	168.0	168.0	168.0	168.0	168.0	168.0	168.0	168.0	168.0	168.0	168.0	168.0	168.0	168.0	168.0	168.0	168.0	168.0	168.0	168.0	168.0	168.0	168.0	4200.0
Electrical, part time, "As needed" (City)	84.0	84.0	84.0	84.0	84.0	84.0	84.0	84.0	84.0	84.0	84.0	84.0	84.0	84.0	84.0	84.0	84.0	84.0	84.0	84.0	84.0	84.0	84.0	84.0	84.0	84.0	84.0	84.0	84.0	84.0	2100.0
Inspector Supervisor (City)	16.8	16.8	16.8	16.8	16.8	16.8	16.8	16.8	16.8	16.8	16.8	16.8	16.8	16.8	16.8	16.8	16.8	16.8	16.8	16.8	16.8	16.8	16.8	16.8	16.8	16.8	16.8	16.8	16.8	16.8	420.0
SUB-TOTAL PERSONNEL	769.4	66.5	624.9	600.1	576.1	2260.6																									

Notes:
 Assume Construction Start date of December 2009 and Construction Duration of 24 Months
 City will provide an "as needed" Roadway Inspector if available. LAN RE will coordinate with designated Supervisor for the City on availability. If City Inspector is not available an "as-needed" Roadway Inspector will be provided by LAN Engineering.
 [1] Office Engineer / Part Time Inspector will be used for the first 6 months of the project by the Consultant. City will review project staffing and determine on-going need for Office Engineer/Part Time Classification after 6 months. Position duties and pay scale to be adjusted as directed by the City

**SCHEDULE OF FEES
FOR
MATERIALS TESTING AND INSPECTION SERVICES**

July 1, 2009 – June 30, 2009

**SEQUOIA
Consultants**

361 W. Grove Avenue, Orange, CA 92865
Phone (714) 974-6316
Fax (714) 974-6193

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ATTACHEMENT # 1
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SCHEDULE OF FEES

ENGINEERING SERVICES

Principal Civil/Materials Engineer.....	\$160.00/hour
Senior Civil/Materials Engineer.....	140.00/hour
Civil/Materials Engineer.....	130.00/hour
Geotechnical Engineer.....	140.00/hour
Staff Engineer.....	110.00/hour
Document Control Services.....	60.00/hour

INSPECTION SERVICES

Materials Tester (Caltrans)	
Caltrans certified Tester with equipment and pickup truck.....	\$99.00/hour
Structural Steel	
AWS certified Inspector, shop/field	\$99.00/hour
ICC certified Special Inspector, shop/field	\$99.00/hour
NDT Inspector, shop/field	\$106.00/hour
Reinforced/Post-Tensioned Concrete	
PCI certified Inspector, shop/field	\$99.00/hour
ICC certified Special Inspector.....	\$99.00/hour
Structural Masonry	
ICC certified Special Inspector.....	\$99.00/hour
Fireproofing	
ICC certified Special Inspector.....	\$99.00/hour
Failure Analysis/Investigation	
Engineering Technician	\$99.00/hour
Sample Pickup	\$60.00/hour

ATTACHEMENT # 1
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LABORATORY MATERIALS TESTING

Soil/Aggregate Testing

CT 202 / ASTM C136	Sieve Analysis – Coarse & Fine including Wash.....	150.00/each
CT 202 / ASTM C136	Sieve Analysis – Coarse	100.00/each
CT 202 / ASTM C136	Sieve Analysis – Fine including Wash	110.00/each
CT 202 / ASTM C136	Sieve Analysis – Combined Concrete Aggregate	200.00/each
ASTM C117	Passing #200 Sieve.....	80.00/each
CT 203 / ASTM D422	Hydrometer Analysis.....	200.00/each
CT 203 / ASTM D854	Specific Gravity of Soils by Hydrometer.....	100.00/each
CT 204 / ASTM D4318	Plasticity Index.....	150.00/each
CA 205	Crushed Particles.....	140.00/each
CT 206 / ASTM C128	Specific Gravity & Absorption, Coarse Aggregate.....	110.00/each
CT 206 / ASTM C128	Absorption Only, Coarse Aggregate	70.00/each
CT 207 / ASTM C127	Specific Gravity & Absorption, Fine Aggregate.....	110.00/each
CT 207 ASTM C127	Absorption Only, Fine Aggregate	70.00/each
CT 211 / ASTM C131	Los Angeles Rattler Test, 500 revolutions.....	170.00/each
CT 211 / ASTM C535	Los Angeles Rattler Test, 1000 revolutions.....	220.00/each
CT212 / ASTM C29	Unit Weight.....	90.00/each
CT 213 / ASTM C40	Organic Impurities	70.00/each
CT 214 / ASTM C88	Sodium/Magnesium Sulfate Soundness, Per Sieve.....	90.00/each
CT 216	Soil Impact.....	200.00/each
CT 216	Soil Impact – Check Point.....	120.00/each
CT 217 / ASTM D2419	Sand Equivalent.....	110.00/each
CT 226 / ASTM D2216	Moisture Content.....	35.00/each
CT 227	Cleanness Value.....	120.00/each
CT 229	Durability Index, Fine Aggregate.....	120.00/each
CT 229	Durability Index Coarse Aggregate.....	120.00/each
ASTM D2844/CT 301	"R" Value, Untreated Material.....	250.00/each
ASTM D2844/CT 301	"R" Value, Treated Material.....	280.00/each
ASTM C142	Clay Lumps and Friable Particles.....	100.00/each
ASTM D4791	Flat and Elongated Particles.....	130.00/each
ASTM D4829	Expansion Index.....	150.00/each
ASTM D1557	Moisture/Density Relationship, 4" mold.....	190.00/each
ASTM D1557	Moisture/density Relationship, 6" mold	210.00/each
CT 643	pH, Resistivity, Chlorides & Sulfates	140.00/each

Concrete Testing

CT 521 / ASTM C39	Compression, 6"x12" Cylinder.....	30.00/each
ASTM C495	Compression, Lightweight Concrete	40.00/each
ASTM C42	Compression, Drilled Core.....	45.00/each
ASTM C42	Drilling Cores from Shotcrete Panel (Lab).....	55.00/each
ASTM C109	Compression, 2" cube specimen.....	35.00/each
ASTM C496	Splitting Tensile, 6"x12" cylinder.....	55.00/each
CT 523 / ASTM C78/C293	Flexural Strength, 6"x6"x21" beam.....	90.00/each
ASTM C157	Volume Change (Drying Shrinkage), Set of 3.....	390.00/each
ASTM C138	Unit Weight of Concrete Cylinders	45.00/each

Asphaltic Concrete Testing

CT 303	Centrifuge Kerosene Equivalent, Coarse & Fine.....	180.00/each
CT 304/375 / ASTM 1561	Laboratory Test Maximum Density (LTMD).....	290.00/each
CT 304/366 / ASTM D1560	Stabilometer Value.....	210.00/each
CT 305	Swell.....	110.00/each
CT 308 / ASTM D2726	Specific Gravity of Core.....	50.00/each
CT 309 / ASTM D2041	Theoretical Maximum Density (Rice).....	140.00/each

Asphaltic Concrete Testing (Continued)

CT 367	Recommending Optimum Bitumen Content (OBC).....	1200.00/each
CT 368	Recom. Optimum Bitumen Content (OBC) – Open Grade.....	1350.00/each
CT 370	Moisture Content by Microwave Oven.....	60.00/each
CT 370	Retained Stability Index.....	450.00/each
CT 371	RTFC.....	1350.00/each
CT 382 / ASTM D6307	Bitumen Content (by Ignition Oven).....	120.00/each
CT 382 / ASTM D6307	Correction Factor – Ignition Oven.....	200.00/each
CT 202 / ASTM D5444	Sieve Analysis of Extracted Sample.....	120.00/each
CT 202 / ASTM C136	Sieve Analysis of Bin Aggregate Sample, each.....	50.00/each

Masonry Testing

ASTM C140	Compression Test of CMU Block (gross).....	60.00/each
ASTM C140	Absorption & Moisture Content.....	60.00/each
ASTM 426	Linear Shrinkage.....	150.00/each
ASTM 426	Unit Weight.....	50.00/each
ASTM 426	Dimensional Measurements.....	40.00/each
ASTM 1006	Splitting Tensile.....	80.00/each
ASTM 1006	Compression Test of Masonry Core.....	50.00/each
ASTM 1006	Dimensional Measurements.....	40.00/each
UBC 21-16	Compression Test of 2" x 4" Mortar Cylinder.....	30.00/each
UBC 21-17	Compression Test of Composite Prism.....	40.00/each
UBC 21-18	Compression Test of 3" x 3" Grout Prism.....	35.00/each

Reinforcing Bars

Resistance Butt Welded Splices (Ultimate Butt Splice)

CT 670 / ASTM A370	Sample, up to #11/36mm.....	50.00/each
CT 670 / ASTM A370	Control Bar, up to 11/36mm.....	50.00/each

Mechanical Splices (Ultimate Butt Splice or Service Splice)

CT 670 / ASTM A370	Sample with Slip, up to #11/36mm.....	130.00/each
CT 670 / ASTM A370	Sample with no Slip, up to #11/36mm.....	60.00/each
CT 670 / ASTM A370	Control Bar, up to #11/36mm.....	60.00/each
CT 670 / ASTM A370	Sample with Slip, #14/43mm.....	160.00/each
CT 670 / ASTM A370	Sample with no Slip, #14/43mm.....	110.00/each
CT 670 / ASTM A370	Control Bar, #14/43mm.....	110.00/each
CT 670 / ASTM A370	Sample with Slip, #18/57mm.....	190.00/each
CT 670 / ASTM A370	Sample with no Slip, #18/57mm.....	140.00/each
CT 670 / ASTM A370	Control Bar, #18/57mm.....	140.00/each

Headed Bars

ASTM A970	Sample, up to #11/36mm.....	70.00/each
ASTM A970	Sample, #14/43mm.....	140.00/each
ASTM A970	Sample, #18/57mm.....	170.00/each

Miscellaneous Testing and Equipment

Core Drill – Asphalt and Concrete Coring.....	130.00/day
Skidmore Wilhelm Bolt Tension Calibrator.....	80.00/day
Torque Wrench, Over 750 Ft-Lb.....	80.00/day
Torque Wrench, Over 250 Ft-Lb.....	60.00/day
Torque Wrench, Up to 250 Ft-Lb.....	40.00/day
Schmidt Hammer.....	60.00/day
R Meter (Pachometer).....	60.00/day
Anchor Bolt Testing Equipment.....	80.00/day
Ceiling Wire Pull Testing Equipment.....	60.00/day

BASIS OF CHARGES FOR PROFESSIONAL SERVICES

Minimum Hourly Charges for Inspectors and Technicians

Show-up time.....	2 hours
Services up to 4 hours	4 hours
Services over 4 hours	8 hours
Services starting prior to noon and continuing into afternoon.....	8 hours

Premium Charges

Weekdays	Basic Rate
Swing Shift.....	\$7/hr + Basic Rate
Night Shift	\$9/hr + Basic Rate
Over 8 hours on weekdays & Saturdays	1.5 x Basic Rate
Sundays/Holidays & Over 12 hours on Saturday	2 x Basic Rate
Testing performed on "RUSH" schedule.....	1.5 x Basic Rate

Sub-Consultant Services

Professional Services.....	Cost + 20%
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Other Direct Expenses

Auto Mileage (outside of 50 mile radius).....	\$.50/mile
Travel Time (outside of 50 mile radius).....	Basic Rate
Per Diem (At cost if greater than \$75.00/day).....	\$75.00/day
Travel Expenses (air fare/outside services)	At Cost
Parking/Tolls	At Cost

* T.M. 2001/01

Analyzer International Inc.
For Oxnard Project

Tests	Price
Soil compaction test, 3 tests/per location, a day	\$1,200
Plant inspection per day (gradation, unit weight, air content etc)	\$1,200
concrete onsite sampling and testing half-day	\$600
concrete onsite sampling and testing full-day	\$1,200
backfill material tests, half-day	\$600
backfill material tests, full-day	\$1,200

Note:

The prices include testing, standby time, record keeping and generating reports, work scheduling and planning, monitoring testing frequencies, equipment rental and maintenance costs, project communications, overhead expenses etc

**INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)**

1. Consultant shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

b. Business automobile liability insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office automobile liability coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of \$1,000,000, with neither Consultant nor listed subconsultants having less than \$500,000 individually. The professional liability/errors and omissions insurance must have at least a one year extended reporting period, or longer upon request.

d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be forwarded to the Risk Manager, addressed as follows:

City of Oxnard
Risk Manager
Reference No. A-7235
300 West Third Street, Suite 302
Oxnard, California 93030

3. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees, agents and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees, agents and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (this must be endorsed). Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7. All insurance standards applicable to Consultant shall also be applicable to Consultant's subconsultants. Consultant agrees to maintain appropriate agreements with subconsultants and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

11/09

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INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

Endorsement Forms

Original endorsements are required for commercial general liability and business automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that the Consultant/insurer use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the sample accord form.

INS-A.doc

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ACCORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE
COMPANY LETTER B

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER

City of Oxnard
Attn: Risk Manager
Reference No. A-7235
300 W. Third Street, Suite 302
Oxnard CA 93030

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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**GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")**

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD)
-----------------	--------------------

PRODUCER

POLICY INFORMATION:

Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE Included in Limits
 In Addition to Limits

Telephone:

Deductible Self-Insured Retention (check which) of \$ _____
with an Aggregate of \$ _____ applies to _____
coverage. Per Occurrence Per Claim (which)

NAMED INSURED

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here in which case only the following specific agreements and permits with the City are covered

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY

- COMMERCIAL GENERAL LIABILITY Claims Made
 COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____
 OWNERS & CONTRACTORS PROTECTIVE Occurrence

OTHER PROVISIONS

COVERAGES

LIABILITY LIMITS IN THOUSANDS \$

EACH OCCURRENCE	AGGREGATE
-----------------	-----------

- GENERAL
 PRODUCTS/COMPLETED OPERATIONS
 PERSONAL & ADVERTISING INJURY
 FIRE DAMAGE

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____
Address: _____
Telephone: () _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

- INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
- CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
- SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
- CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
- PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
- SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
 - Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
 - If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Risk Manager
Reference No. A-7235
300 W. Third Street, Suite 302
Oxnard, CA 93030

AUTHORIZED REPRESENTATIVE

Broker/Agent Underwriter _____

I, _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: () _____ Date Signed: _____

RESIDENT ENGINEER'S SIGNATURE	BUSINESS PHONE NUMBER	DATE
Copy Distribution-Caltrans contracts: Copy Distribution-Local Agency contracts:	Copy- Business Enterprise Program Copy- District Local Assistance Engineer Copy- Local Agency file	Copy Resident Engineer

Original - District Construction
 Original - District Local Assistance Engineer
 (submitted with the Report of Expenditure)

Exhibit 10-F- Certification of Consultant, Commissions & Fees

CERTIFICATION OF CONSULTANT

I HEREBY CERTIFY that I am the Vice President, and duly authorized representative of the firm of LAN Engineering / AECOM, whose address is 20 Empire Drive, Lake Forest, CA 92630 and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

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

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

11/18/09
(Date)

[Signature]
(Signature)

EXHIBIT 10-I Notice to Proposers Disadvantaged Business Enterprise Information**NOTICE TO PROPOSERS
DISADVANTAGED BUSINESS ENTERPRISE
INFORMATION**

The Agency has established an Underutilized DBE goal for this Agreement of 6 %.

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

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- 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.

Participation**EXHIBIT 10-J STANDARD AGREEMENT FOR SUBCONTRACTOR/DBE PARTICIPATION****1. Subcontractors**

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

2. Disadvantaged Business Enterprise (DBE) Participation

- A. This Agreement is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Bidders who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. If the contract has an under-utilized DBE (UDBE) goal, the Contractor must meet the UDBE goal by using UDBEs as subcontractor or document a good faith effort to meet the goal. If a UDBE subcontractor is unable to perform, the Contractor must make a good faith effort to replace him/her with another UDBE subcontractor if the goal is not otherwise met. A UDBE is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups:
 1. Black American
 2. Asian-Pacific American
 3. Native American
 4. Women
- C. DBE and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT- assisted agreements. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.
- D. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

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

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

5. Prompt Payment of Funds Withheld to Subcontractors

- A. No retainage will be withheld by the Agency from progress payments due the prime contractor. Retainage by the prime contractor or subcontractors is prohibited, and no retainage will be held by the prime contractor from progress due subcontractors. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor or deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime contractors and subcontractors.
- B. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

6. DBE Records

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

Participation

from payment until the form is submitted. The amount will be returned to the Contractor when a satisfactory "Final Report Utilization of Disadvantaged Business Enterprises (DBE) First-Tier Subcontractors" is submitted to the Contract Manager.

1) Prior to the fifteenth of each month, the Contractor shall submit documentation to the Agency's Contract Manager showing the amount paid to DBE trucking companies. The Contractor shall also obtain and submit documentation to the Agency's Contract Manager showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, the Contractor may count only the fee or commission the DBE receives as a result of the lease arrangement.

(2) The Contractor shall also submit to the Agency's Contract Manager documentation showing the truck number, name of owner, California Highway Patrol CA number, and if applicable, the DBE certification number of the truck owner for all trucks used during that month. This documentation shall be submitted on the Caltrans "Monthly DBE Trucking Verification, CEM-2404(F) form provided to the Contractor by the Agency's Contract Manager.

7. DBE Certification and De-certification Status

If a DBE subcontractor is decertified during the life of the Agreement, the decertified subcontractor shall notify the Contractor in writing with the date of de-certification. If a subcontractor becomes a certified DBE during the life of the Agreement, the subcontractor shall notify the Contractor in writing with the date of certification. Any changes should be reported to the Agency's Contract Manager within 30 days.

Materials or supplies purchased from DBEs will 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, 100 % of the cost of the materials or supplies will count toward the DBE participation. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises, the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 % of the cost of the materials or supplies toward DBE goals. A regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement, are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- 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 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

Standard Agreement for Subcontractor/
DBE Participation

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.

Local Agency Proposer UDBE Commitment (Consultant Contracts)

Exhibit 10-01 Local Agency Proposer UDBE Commitment (Consultant Contracts)

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM

AGENCY: OXNARD LOCATION: RICE AVE/SANTA CLARA AVE INTERCHANGE IMPROVEMENTS AT HIGHWAY 101

PROJECT DESCRIPTION: CONSTRUCTION MANAGEMENT FOR INTERCHANGE

CONTRACT GOAL: \$ _____

PROPOSAL DATE: _____

PROPOSER'S NAME: LAN Engineering / AECOM

WORK ITEM NO.	DESCRIPTION OR SERVICES TO BE SUBCONTRACTED	DBE Cert. No. AND EXPIRATION DATE	NAME OF UDBeS (Must be certified on the date the proposals are opened - include UDBe address and phone number)	PERCENTAGE AMOUNT OF EACH UDBe
	Materials Testing	37739	Analyzer International	6.3%

For Local Agency to Complete:

Local Agency Contract Number: _____

Federal Aid Project Number: : STPL 5129(012), HPLUL 5129(051), HPLUL 5129(056), TILUL 5129(057), ESPL 5129(058)

Federal Share: _____

Proposal Award Date: _____

Local Agency certifies that the UDBe certification(s) has been verified and all information is complete and accurate.

Print Name _____ Signature _____ Date _____
Local Agency Representative

(Area Code) Telephone Number: _____

For Caltrans Review:

Print Name _____ Signature _____ Date _____
Caltrans District Local Assistance Engineer

Total Claimed Participation	\$ <u>190,129</u>
	<u>6.3%</u>

Peter Ho
Signature of Proposer
11/18/09 (323) 855-1670
Date (Area Code) Tel. No.

Peter Ho
Person to Contact (Please Type or Print)

Local Agency Bidder - UDBe Commitment (Rev 3/09)

Distribution: (1) Copy - If this Proposer is successful fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 15 days of award. Failure to send a copy to the DLAE within 15 days of award may result in de-obligation of funds for this project.
(2) Original - Local agency files

Local Agency Proposer UDBE Commitment (Consultant Contracts)**INSTRUCTIONS - LOCAL AGENCY BIDDER- UDBE COMMITMENT
(CONSULTANT CONTRACTS) (Revised 03/09)****ALL PROPOSERS:**

PLEASE NOTE: It is the proposer's responsibility to verify that the UDBE(s) falls into one of the following groups in order to count towards the UDBE contract goal: 1) Black American; 2) Asian-Pacific American; 3) Native American; 4) Women. This information shall be submitted with your proposal. Failure to submit the required UDBE commitment will be grounds for finding the proposal nonresponsive

UDBE is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups:

1. Black American
2. Asian-Pacific American
3. Native American
4. Women

The form requires specific information regarding the consultant contract: Agency, Location, Project Descriptions, Federal Aid Project Number (assigned by Caltrans-Local Assistance), Proposal Date, Proposer's Name, and Contract Goal.

The form has a column for the Work Item Number (or Item No's) and Description or Services to be Subcontracted to UDBEs. The UDBE should provide a certification number to the Consultant. Notify the Consultant in writing with the date of the decertification if their status should change during the course of the contract. The form has a column for the Names of certified UDBEs to perform the work (must be certified on the date proposals are received and include UDBE address and phone number). Enter the UDBE prime consultant and subconsultant certification numbers. Prime consultants shall indicate all work to be performed by UDBEs including, if the prime consultant is a UDBE, work performed by its own forces.

There is a column for the total UDBE percentage. Enter the Total Claimed UDBE Participation percentage of items of work submitted with the proposal pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the UDBE, describe exact portion of time to be performed or furnished by the UDBE.) See Notice to Bidders/Proposers Disadvantaged Business Enterprise Information to determine how to count the participation of UDBE firms. Note: If the proposer has not met the contract goal, the local agency must evaluate the proposer's good faith efforts to meet the goal in order to be considered for award of the contract.

Exhibit 10-O (1) must be signed and dated by the consultant proposing. Also list a phone number in the space provided and print the name of the person to contact.

For the Success Proposer only, local agencies should complete the Contract Award Date and Federal Share fields and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of award. Failure to submit a completed and accurate form within the 15-day time period may result in the de-obligation of funds on this project.

District DBE Coordinator should verify that all information is complete and accurate. Once the information has been verified, the **District Local Assistance Engineer** signs and dates the form.

Local Agency Proposer DBE Information (Consultant Contracts)**INSTRUCTIONS - LOCAL AGENCY BIDDER DBE INFORMATION
(CONSULTANT CONTRACTS) (Revised 03/09)****SUCCESSFUL PROPOSER:**

The form requires specific information regarding the consultant contract: Agency, Location, Project Description, Federal Aid Project Number (assigned by Caltrans-Local Assistance), Proposal Date, and Successful Proposer's Name.

The form has a column for the Description or Services to be Subcontracted by DBEs. The DBE should provide a certification number to the prime consultant. The form has a column for the Names of DBE certified consultants to perform the work (must be certified on the date the proposal is received and include DBE address and phone number). Enter DBE prime consultant's and subconsultants' certification numbers. The prime consultant shall indicate all work to be performed by DBEs including, if the prime consultant is a DBE, work performed by its own forces.

Enter the Total Claimed DBE Participation percentage of items of work in the total DBE Dollar Amount column. (If 100% of item is not to be performed by the DBE, describe the exact portion of time to be performed by the DBE.) See Notice to Proposers/Bidders Disadvantaged Business Enterprise Information to determine how to count the participation of DBE firms.

Exhibit 10-O (2) must be signed and dated by the successful proposer at contract execution. Also list a phone number in the space provided and print the name of the person to contact.

For the successful proposer, Local agencies should complete the Contract Award Date and Federal Share fields and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of contract execution. Failure to submit a completed and accurate form within the 15-day time period may result in the de-obligation of funds on this project.

District DBE Coordinator should verify that all information is complete and accurate. Once the information has been verified, the **District Local Assistance Engineer** signs and dates the form.

Exhibit 10-P Nonlobbying Certification For Federal-Aid Contracts

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

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

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

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

Exhibit 10-Q Disclosure of Lobbying Activities

DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action: a. contract
 b. grant
 c. cooperative agreement
 d. loan
 e. loan guarantee
 f. loan insurance

2. Status of Federal Action: a. bid/offer/application
 b. initial award
 c. post-award

3. Report Type: a. initial
 b. material change
For Material Change Only:
 year _____ quarter _____
 date of last report _____

4. Name and Address of Reporting Entity
 Prime Subawardee
 Tier _____, if known
 Congressional District, if known _____

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
 Congressional District, if known _____

6. Federal Department/Agency: _____

7. Federal Program Name/Description:
 CFDA Number, if applicable _____

8. Federal Action Number, if known: _____

9. Award Amount, if known: _____

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

 (attach Continuation Sheet(s) if necessary)

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

11. Amount of Payment (check all that apply)
 \$ _____ actual planned

12. Form of Payment (check all that apply):
 a. cash
 b. in-kind; specify nature _____
 Value _____

13. Type of Payment (check all that apply)
 a. retainer
 b. one-time fee
 c. commission
 d. contingent fee
 e. deferred
 f. other, specify _____

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

 (attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: Yes No

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

Signature: [Signature]
 Print Name: PETER HO
 Title: Vice President
 Telephone No.: (323) 855-1670 Date: 11/18/09

Federal Use Only:

Standard Form LLL Rev. 04-28-06

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

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

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

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

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

SF-LLL-Instructions Rev. 06-04-90«ENDIF»