

**AGREEMENT FOR PROFESSIONAL SERVICES  
FOR ARCHITECTURAL, LANDSCAPE ARCHITECTURAL, ENGINEERING, OR LAND  
SURVEYING SERVICES**

This Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this        day of March, 2010, by and between the City of Oxnard, a municipal corporation ("City"), and Washington Group International, Inc., an Ohio corporation doing business as URS ("Consultant").

WHEREAS, City desires to hire Consultant to perform certain professional services specified herein as either architectural, landscape architectural, engineering, 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 Stephen J. Pare 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 March 9, 2010, and expire on December 31, 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 \$585,916 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. 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. City agrees to pay the undisputed portion of any invoice and may withhold payment of only that portion disputed by City in good faith until the dispute has been resolved. Should City fail to pay Consultant all undisputed amounts under an invoice when such amounts are due, Consultant may, at its option and upon the provision of ten (10) days written notice to City, suspend its performance of services under this Agreement.

c. 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.

16. 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.

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. These restrictions shall not apply with respect to information generally available to the public or which becomes generally available to the public through no fault of Consultant; information which was in Consultant's possession prior to disclosure hereunder and was not acquired under an obligation of confidentiality, or; information which is required to be disclosed by the legal process, but only to the extent of such requirement.

#### 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 negligent 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, 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 Washington Group International, 17300 Red Hill Avenue, Suite 150, Irvine, CA 92614-5650, Attention: Mr. Shenping Chou, Senior Project Manager.
- b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Development Services Dept., 214 South C Street, Oxnard, California 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 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 50 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 of this paragraph 52 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

\_\_\_\_\_  
Stephen Pare, Area Manager

ATTEST:

\_\_\_\_\_  
Daniel Martinez, City Clerk

URS  
LEGAL DEPARTMENT  
BY: Burt Green  
DATE: 2/16/10

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

\_\_\_\_\_  
Alan Holmberg, City Attorney

\_\_\_\_\_  
James Cameron, Risk Manager

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Cynthia Daniels, Project Manager

## EXHIBIT A

### US-101/RICE AVENUE INTERCHANGE RECONSTRUCTION

#### SCOPE OF SERVICES

#### ENGINEERING SUPPORT SERVICES DURING CONSTRUCTION

JANUARY 20, 2010

#### BACKGROUND

Washington Group International Inc. (The Consultant, Also doing business as URS Washington Division) will provide the Engineering Services during Construction for the reconstruction of US-101/Rice Avenue Project for City of Oxnard (City).

All work performed under this contract shall be in conformance with Caltrans Local Assistance Manual and applicable Caltrans Design and Construction Manuals. The Consultant shall perform the services, as defined in the following Scope of Work:

#### SCOPE OF WORK

##### **Task 1.1 – Project Management**

The Consultant will provide day-to-day contact with the City Project Manager and Resident Engineer, direct design staff on assigned tasks, provide internal review of deliverables and correspondences, and prepare monthly progress reports and invoices. The consultant will attend coordination meetings with the City, County, Caltrans and utility companies. The consultant will coordinate project activities with sub-consultants and utility companies.

##### **Task 1.2– Attending Construction Meeting**

The Consultant will attend the weekly construction meeting, as directed by City or Resident Engineer, and provide coordination with the Irvine based design team. Attendance may be via teleconference or in person, as determined appropriate by City or Resident Engineer.

##### *Assumptions:*

The duration of this service is assumed to be 24 months, with 100 weekly meetings. The assumption is that Project Manager will attend the 25% of the meeting weekly in person (total 25 meetings, 6 hours/meeting), and participate 75% of the weekly meeting via conference call.(total 75 meetings, 2 hours/meeting). Project Engineer is assumed to spend half of the time that Project Manager does.

##### **Task 1.3 – Review and Respond to Request for Information (RFIs)**

The Consultant will review and respond to Requests for information (RFIs) from the contractor. Every RFI will be logged and the response will be checked before it is sent out to the contractor. The Consultant will also make site visits/field observation to assist and ensure the work in progress conforms to the site conditions.

*Assumptions:*

Based on our previous experience, project of this magnitude will generate approximately 150 RFIs. Each RFI is assumed to take 4 hours to be reviewed and responded. The consultant will provide an estimated response schedule within 24 hours when each RFI is received.

**Task 1.4– Assist in Preparation of Change Orders**

The Consultant will assist the City in reviewing Request for Change Order/Notice of Potential Claims from the contractor, and provide support in preparation of Change Orders, if directed by the City. The consultant will also provide necessary coordination/interaction with the contractor and Caltrans, as directed by the City.

*Assumptions:*

It is assumed that 10 change orders will be prepared. Each change order is assumed to take 24 hours to review and assist in preparation.

**Task 1.5 – Review of Contractor’s submittals**

The Consultant will review contractor’s submittals and shop drawings. The review of shop drawings will include working drawing submittals, contractor’s submittals, construction contractor’s proposed substitutions, and other submittals that are requested by the Resident Engineer.

**Task 1.6– Document Controls**

The Consultant will provide document control using Primavera Expedition software to establish and maintain a document filing system that complies with the Caltrans Construction Manuals.

*Assumptions:*

City will provide licenses to the use of Expedition. Estimated fee for this task does not include cost of the license fee needed to facilitate the use of the software.

**Task 1.7– Preparation of As-built Drawings**

The Consultant will prepare the record drawings using the as-built mark-ups developed by others during construction. The as-built drawings will be prepared in conformance with Caltrans standards. The Consultant will provide a revised cost estimate for preparation of As-built drawings, for approval by City, prior to initiating a charge to this task.

*Assumptions:*

The estimated fee for this task is only for budgeting purpose. A revised cost estimate will be prepared when construction As-built mark-ups become available.

**GENERAL PERFORMANCE REQUIREMENTS**

The Consultant will provide all necessary vehicles, instruments, tools and safety equipment required for their personnel to perform work accurately, safely, and efficiently.

**SERVICES PROVIDED BY SUBCONSULTANTS**

The Consultant design team that provides the engineering services will include the following subconsultants:

**Kleinfelder: (Geotechnical related services)**

Kleinfelder will provide geotechnical related services including the following:

- Preparation of Written Response to Request for Information.
- Attending coordination meetings as directed by City or Resident Engineer.

**KOA Corporation: (Traffic/Signal related services)**

KOA will provide traffics/signal related services including the following:

- Responding to Request for Information.
- Attending coordination meetings as directed by City or Resident Engineer.
- Reviewing submittals related to construction documents prepared by KOA.

**Lynn Capouya Inc.: (Landscape related services)**

Lynn Capouya Inc. will provide landscape related services including the following:

- Responding to Request for Information.
- Attending coordination meetings as directed by City or Resident Engineer.
- Reviewing submittals related to construction documents prepared by Lynn Capouya Inc..
- Assisting preparation of change orders.
- Preparation of As-built plans.

**IDC Consulting Engineers Inc. : (Structure related services)**

IDC Consulting Engineers Inc. will assist structure/bridge related services including the following:

- Responding to Request for Information.
- Attending coordination meetings as directed by Washington Group International.
- Reviewing submittals related to structure construction documents.

**EXHIBIT B**

**SCHEDULE**

Task 1.1 thru 1.6: These tasks are scheduled to be completed 24 months after Notice-To-Proceed.

Task 1.7: This task is scheduled to be completed 8 weeks after all mark-up plans are received.

**EXHIBIT C**

**FEE SCHEDULE**

These services will be performed on a Time-and-Materials Basis based on the not-to-exceed amounts as shown below (See detailed cost proposal/man-hours for each task in following sheets.). Detailed cost breakdown of subconsultants are included in Attachment A.

<b><u>Consultant</u></b>	<b><u>Contract Fee</u></b>
Washington Group	\$486,365
<b><u>Subconsultants</u></b>	
Kleinfelder	\$26,093
KOA Corporation	\$16,000
Lynn Capouya, Inc.	\$12,502
IDC, Inc	\$44,956
<b>Total</b>	<b>\$585,916</b>





**ATTACHMENT A**

DETAILED FEE BREAKDOWN AND CHARGE RATES  
FOR SUBCONSULTANTS

<b>FEE PROPOSAL WORKSHEET</b>					
COMPANY: KLEINFELDER		SCOPE OF WORK Geotechnical Support Services		DATE: 12/21/2009	REV:
PROJECT: SR-101/RICE AVENUE INTERCHANGE IMPROVEMENTS				MILESTONE/PHASE/PROJ SUMMARY: Construction	
<b>DIRECT LABOR</b>					
<b>PERSONNEL</b>	<b>FUNCTION</b>	<b>HOURS</b>	<b>UNIT</b>	<b>RATE</b>	<b>AMOUNT</b>
Carlos Amante	Principal Engineer/Project Manager	60	@	\$55.29	\$3,317.40
Houman Makarechi	Senior Principal Engineer/Reviewer	20	@	\$93.75	\$1,875.00
Madan Chirumalla	Staff Engineer	100	@	\$31.46	\$3,146.00
Chuck Nieto	Caltrans Certified Technician	20	@	\$31.41	\$628.20
Lindsay Gravett	Word Processing/Admin.	10	@	\$15.50	\$155.00
Dean Fahrney	Draftsperson	10	@	\$24.50	\$245.00
TOTAL HOURS		220	TOTAL DIRECT LABOR		\$9,366.60
<b>MULTIPLIERS</b>					
ESCALATION @		(Rate)			
OVERHEAD @		178.57% (of Total Direct Labor + Escalation)			\$16,726.27
PAYROLL ADDITIVES @		(of Total Direct Labor + Escalation)			
TOTAL MULTIPLIERS				\$16,726.27	
<b>OTHER DIRECT EXPENSES</b>					
<b>ITEM</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT COST</b>	<b>AMOUNT</b>	
TOTAL OTHER DIRECT EXPENSES					
<b>OUTSIDE SERVICES (w/o fee)</b>					
<b>COMPANY</b>	<b>LABOR</b>	<b>MULTIPLIER</b>	<b>EXPENSES</b>	<b>TOTAL</b>	
TOTAL OUTSIDE SERVICES					
<b>FEES</b>					
OUTSIDE SERVICES ADMIN FEE (of Total Outside Services & Outside Services Fees)					
KLEINFELDER @		(of Total Direct Labor + Total Multipliers)			
OUTSIDE SERVICES		(of Total Labor + Total Multiplier for Outside Services)			
TOTAL FEES					
TOTAL COST					\$26,092.87



## KOA Corporation Scope and Fee

### Scope of Services

KOA Corporation (KOA) will provide engineering support services during construction of the Rice Avenue/Santa Clara Avenue Interchange Improvements at Highway 101. The engineering services provided for this project includes responding to requests for information, coordination meetings, and reviewing submittals related to the construction documents that were prepared by KOA during the design phase.

### Fee Estimate

KOA Corporation will provide the services described above based on Time and Material up to **\$16,000**. KOA's current billing rates are shown below. The City's Development Services Manager may approve an escalation rate up to a maximum of the Consumer Price Index - Urban (Los Angeles, Riverside, and Orange County).

### BILLING RATES FOR 2009

Employee Title	Rate
President	\$ 260.00
Principal Engineer	\$ 235.00
Senior Engineer	\$ 195.00
Senior Designer	\$ 185.00
Senior Transportation Planner	\$ 185.00
Associate Transportation Engineer	\$ 125.00
Associate Transportation Planner	\$ 125.00
Associate Designer	\$ 120.00
Assistant Engineer	\$ 100.00
Assistant Planner	\$ 100.00
Assistant Designer	\$ 90.00
Technician	\$ 80.00
Administrative Assistant	\$ 70.00
Intern	\$ 55.00

### Schedule

KOA will work with the Client to develop a mutually agreeable schedule prior to the start of the proposed services.

fee breakdown

URS

Rice Interchange

9/14/2009

TASK 1

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

TASK 2

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

TASK 3

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

TASK 4

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

TASK 5

Labor		\$11,202.00
Expenses		
*mileage (allow)	\$800.00	
printing & plotting (allow)	\$300.00	
delivery (allow)	\$200.00	
photos/images/scans (allow)	\$0.00	
<b>TOTAL</b>	<b>\$12,502.00</b>	

PROJECT TOTAL \$12,502.00

\* mileage to be paid at current LCI rate

**Lynn Capouya, Inc.**  
LANDSCAPE ARCHITECTS

HOURLY BREAKDOWN

**URS**

Rice Interchange  
City of Oxnard

14-Sep-09

Unit	Principal in Charge	Project Manager	Irrigation Designer	Landscaper Architect	Draftsman 1	Draftsman 2	Word Process	TOTAL
<b>LANDSCAPE CONSTRUCTION ADMINISTRATION</b>								
5.01	Attend Construction Kick-Off Meeting	8						8
5.02	Review of Product/Shop Drwg. Submittals		8					8
5.03	Nursery Visit(s)							0
5.04	Attend Periodic Construction Reviews	1	8					8
5.05	Construction Administration Meetings	1	8					8
5.06	Assist Preparation of Change Orders	4	4					8
5.07	Assist Preparation of RFI's	4	4	4				12
5.08	Prepare Final Punchlist							0
5.09	Review End-of-Maintenance Review							0
5.10	Prepare As-Built Plans	4	8	16				28
5.11	Prepare Project Closeout	2						2
<b>TOTAL HOURS</b>		0	38	24	4	16	0	82
<b>RATE</b>		\$208.00	\$157.00	\$124.00	\$141.00	\$106.00	\$67.00	
<b>TOTAL FEE</b>		\$0.00	\$5,966.00	\$2,976.00	\$564.00	\$1,696.00	\$0.00	\$11,202.00
								labor

Used 2011 rates



**Rice Ave. OC Project - Construction Support Services**

**FEE PROPOSAL - SUMMARY**

<b>PROJECT:</b>	Rice Ave. OC - Constr. Support		
<b>CLIENT:</b>	URS Washington		
<b>OWNER:</b>	City of Oxnard		
<b>DATE:</b>	10/14/09	<b>BY:</b>	x.Wu
<b>Scope:</b> Bridge Design			
<b>Discipline</b>	<b>Hrs</b>	<b>Hourly Rate</b>	<b>Labor Cost</b>
Project Manager	34	\$ 75	\$ 2,569
Project Engineer	91	\$ 75	\$ 6,788
Sr. Engineer	0	\$ 55	\$ -
Engineer	214	\$ 35	\$ 7,499
CAD Technician			\$ -
<b>Total Labor Cost</b>			\$ 16,856
<b>Overhead @</b>		136%	\$ 22,923
<b>Profit @</b>		10%	\$ 3,978
<b>Total Direct Labor Cost</b>			\$ 43,756
<b>ODC</b>			
Travel			\$ 500
Reproduction			\$ 200
Mail			\$ 500
<b>SubTotal ODC</b>			\$ 1,200
<b>GRAND TOTAL</b>			\$ 44,956



**Rice Ave. OC Project - Construction Support Services**

**FEE PROPOSAL - TASK DETAILS**

**PROJECT:** Rice Ave - 101 Interchange  
**CLIENT:** URS Washington  
**OWNER:** City of Oxnard  
**DATE:** 10/14/09 **BY:** x. Wu

Task	Description	Project Manager	Project Engineer	Sr. Engineer	Engineer	CAD Technician	Total Hours	Labor Cost	Fee
<b>Construction Support Services</b>									
	Bid Support						0	\$ -	\$ -
	Field Visit	8	8				24	\$ 1,480	\$ 3,842
	Respond to RFIs	10	50				120	\$ 6,600	\$ 17,134
	Review false work & form work calc	0	0				0	\$ -	\$ -
	Review concrete mix & other material/equipment	0	0				0	\$ -	\$ -
	Review Shop Drawing	16.25	32.5		146.3		195	\$ 8,775	\$ 22,780
	As Build Plans						0	\$ -	\$ -
<b>TOTAL - CONSTRUCTION SUPPORT</b>		<b>34</b>	<b>91</b>	<b>0</b>	<b>214</b>	<b>0</b>	<b>339</b>	<b>16855</b>	<b>43756</b>

**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 per occurrence 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 per accident 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.

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 accident.

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, but only in the event the City files a claim against Consultant or a lawsuit against Consultant in a court of competent jurisdiction. The City shall follow applicable law and standard City procedures in protecting such policies from disclosure and shall notify Consultant of any potential disclosure required by law. The certificates of insurance and endorsements shall be forwarded to the Risk Manager, addressed as follows:

City of Oxnard  
Risk Manager  
Reference No. A-7420  
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, or a non-admitted insurance carrier with an A.M. Best rating of A:XIV 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.**

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. 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 request of the Risk Manager, the Consultant shall procure a \$1,000,000 bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. Such costs incurred by Consultant in procuring the required bond shall be reimbursed in full by the City. The bond shall be for a term of one (1) year from the date the bond is procured. The Risk Manager does not require a bond for this contract.

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.

## 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

ATTACHMENT# 1  
PAGE 29 OF 62

# 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) \$
A	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-7420  
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

ATTACHMENT # 1  
PAGE 30 OF 62



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

**SUBMIT IN DUPLICATE**

ENDORSEMENT NO. \_\_\_\_\_ ISSUE DATE (MM/DD/YY) \_\_\_\_\_

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**

- COMMERCIAL AUTO POLICY
- BUSINESS AUTO POLICY
- OTHER

**OTHER PROVISIONS**

**LIMIT OF LIABILITY**

\$ \_\_\_\_\_ per accident, for bodily injury and property 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 endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, volunteers and employees 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.
2. **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.
3. **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.
4. **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.
5. **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.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
  - a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
  - b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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-7420  
 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 \_\_\_\_\_



**Willis****CERTIFICATE OF LIABILITY INSURANCE** Page 2 of 3DATE  
02/18/2010

PRODUCER

877-945-7378

Willis Insurance Services of California, Inc.  
26 Century Blvd.  
P. O. Box 305191  
Nashville, TN 37230-5191

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.

INSURERS AFFORDING COVERAGE

NAIC#

INSURED

Washington Group International, Inc.  
2020 E. First Street, Suite 400  
Santa Ana, CA 92705

INSURER A: National Union Fire Ins Co of Pittsburgh 19445-100

INSURER B: Insurance Company of the State of PA 19429-100

INSURER C: Illinois National Insurance Co. 23817-001

INSURER D:

INSURER E:

## DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

This insurance is Primary over any similar insurance available to any person or organization we have added to this policy as Additional Insureds.

Coll:2940222 Tpl:1050367 Cert:13827351

ATTACHMENT # 1  
PAGE 34 OF 62

**IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**DISCLAIMER**

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement, effective 12:01 A.M. 5/1/2009 forms part of  
Policy No. GL919652 issued to Washington Group International, Inc.  
by National Union Fire Ins Co of Pittsburgh PA

**PRIMARY COVERAGE FOR SPECIFIED PERSONS OR  
ORGANIZATIONS NAMED AS ADDITIONAL INSURED –  
ONGOING AND COMPLETED OPERATIONS**

*This endorsement modifies insurance provided under the following:*

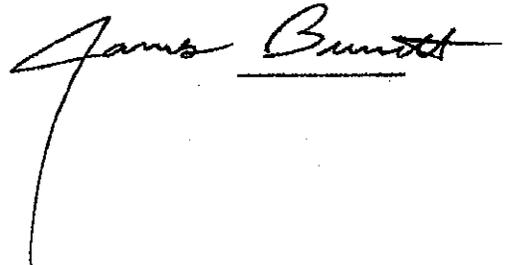
**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

The following paragraph is added to **SECTION II – WHO IS AN INSURED** and applies only to persons or organizations we have added to your policy as additional insureds by endorsement to comply with insurance requirements of written contracts relative to: a) the performance of your ongoing operations for the additional insureds; or b) "your work" performed for the additional insureds and included in the "products-completed operations hazard":

This insurance is primary over any similar insurance available to any person or organization we have added to this policy as an additional insured. However, this insurance is primary over any other similar insurance only if the additional insured is designated as a named insured in the Declarations of the other similar insurance. We will not require contribution of limits from the other similar insurance if the insurance afforded by this endorsement is primary.

This insurance is excess over any other valid and collectible insurance, whether primary, excess, contingent or on any other basis, if it is not primary as defined in the paragraph above.

All other terms and conditions of the policy are the same.



ATTACHMENT# 1  
PAGE 36 OF 62

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ENDORSEMENT #**

This endorsement, effective 12:01 A.M. 5/1/2009 forms a part of Policy No. GL919652 issued to Washington Group International, Inc. by National Union Fire Ins Co of Pittsburgh PA

**ADDITIONAL INSURED- OWNERS, LESSEES, OR CONTRACTORS – COMPLETED OPERATIONS**

*This endorsement modifies insurance provided under the following:*

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**SCHEDULE**

**NAME OF ADDITIONAL INSURED PERSON OR ORGANIZATION:**

**CITY OF OXNARD, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AGENTS AND VOLUNTEERS**

**LOCATION AND DESCRIPTION OF COMPLETED OPERATIONS:**

**RE: CITY OF OXNARD - DESIGN SERVICES DURING CONSTRUCTION SUPPORT.**

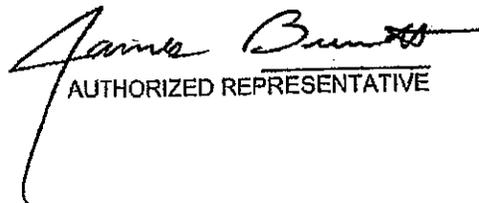
**ADDITIONAL PREMIUM:**

(If No entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

**SECTION II – WHO IS AN INSURED** is amended to include as an insured;

The person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

All other terms and conditions remain unchanged.

  
AUTHORIZED REPRESENTATIVE

97837 (4/08)

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ATTACHMENT# 1  
PAGE 37 OF 62

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT #

This endorsement, effective 12:01 A.M. 5/1/2009 forms a part of Policy No. GL919652  
issued to Washington Group International, Inc. by National Union Fire Ins Co of Pittsburgh PA

**ADDITIONAL INSURED- OWNERS, LESSEES, OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

*This endorsement modifies insurance provided under the following:*

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**SCHEDULE**

NAME OF PERSON OR ORGANIZATION:

CITY OF OXNARD, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AGENTS AND VOLUNTEERS

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

**A. SECTION II –WHO IS AN INSURED** is amended to include as an insured;

The person or organization shown in the schedule, but only with respect to liability arising out of your ongoing operations performed for that additional insured.

**B. With respect to the insurance afforded to these additional insureds, SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. - Exclusions, is amended to include the following additional exclusion;**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or,
- (2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms and conditions remain unchanged.

  
AUTHORIZED REPRESENTATIVE

97838 (4/08)

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ATTACHMENT# 1  
PAGE 38 OF 62



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/18/2010

<b>PRODUCER</b> 877-945-7378 Willis Insurance Services of California, Inc. 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191		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.	
<b>INSURED</b> Washington Group International, Inc. 2020 E. First Street, Suite 400 Santa Ana, CA 92705		<b>INSURERS AFFORDING COVERAGE</b> INSURER A: Zurich American Insurance Company INSURER B: INSURER C: INSURER D: INSURER E:	<b>NAIC#</b> 16535-100

## COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$	
A	X	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	BAP938521500	5/1/2009	5/1/2010	COMBINED SINGLE LIMIT (Ea accident) \$ <b>2,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$	
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$	
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION: \$				WC STATUTORY LIMITS OTHER E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$	
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below					
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 Contract/Job: TBD

Re: City of Oxnard - Design Services During Construction Support.  
 City of Oxnard, its City Council, officers, employees, agents and volunteers are included as Additional Insureds as respects the Automobile Liability policy, where required by written contract.

<b>CERTIFICATE HOLDER</b> City of Oxnard 300 W. Third Street, Suite 302 Oxnard, CA 93030	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL <del>PHONE OR FAX</del> MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT <del>BY THE ISSUING INSURER</del> AUTHORIZED REPRESENTATIVE 
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**Willis****CERTIFICATE OF LIABILITY INSURANCE**

Page 2 of 3

DATE  
02/18/2010

PRODUCER  Willis Insurance Services of California, Inc. 25 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	877-945-7378		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.	
	INSURERS AFFORDING COVERAGE		NAIC#	
INSURED  Washington Group International, Inc. 2020 K. First Street, Suite 400 Santa Ana, CA 92705	INSURER A: Zurich American Insurance Company		16935-100	
	INSURER B:			
	INSURER C:			
	INSURER D:			
	INSURER E:			

## DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

This insurance is Primary over any similar insurance available to any person or organization we have added to this policy as Additional Insureds.

Call:2940201 Tpl:1050361 Cert:13827330

ATTACHMENT # 1  
PAGE 40 OF 62

### IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

### DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

### SCHEDULE

<b>Name of Person(s) or Organization(s) :</b> City of Oxnard, its City Council, officers, employees, agents and volunteers
---

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

#### Primary Wording:

Any person or organization to whom or to which you are required to provide additional insured status or additional insured status on a primary, non-contributory basis, in a written contract or written agreement executed prior to loss, except where such contract or agreement is prohibited by law.

This endorsement is executed by the company designated below:

Zurich American Insurance Company

Effective date 5/1/2009

Expiration Date 5/1/2010

For attachment to Policy No.'s: BAP938521500

Issued to: Washington Group International, Inc.



# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)  
02/18/2010

<b>PRODUCER</b> 777-945-7378 Willis Insurance Services of California, Inc. 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	<b>INSURERS AFFORDING COVERAGE</b> INSURER A: Lloyd's of London & British Companies 15752-009 INSURER B: Lexington Insurance Company 15437-000 INSURER C: INSURER D: INSURER E:
<b>INSURED</b> Washington Group International, Inc. 2020 E. First Street, Suite 400 Santa Ana, CA 92705	<b>NAIC#</b>

### COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L TR / NAIC	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PROP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				WC STAT-L-TOR/LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	OTHER	PE0801621/PE0801657	5/1/2009	5/1/2010	
B	Professional Liability	6502371	5/1/2009	5/1/2010	\$1,000,000 Each Claim \$1,000,000 Aggregate

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
 Contract/Job: TBD  
 Re: City of Oxnard - Design Services During Construction Support.

<b>CERTIFICATE HOLDER</b> City of Oxnard 300 W. Third Street, Suite 302 Oxnard, CA 93030	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL <del>SEND BY MAIL</del> MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT <del>OF THIS CERTIFICATE</del> <del>BY REGISTERED MAIL TO THE ADDRESS OF THE CERTIFICATE HOLDER</del> <del>OR BY FIRST CLASS MAIL TO THE ADDRESS OF THE CERTIFICATE HOLDER</del> AUTHORIZED REPRESENTATIVE 2/18/10 Mark K. [Signature] (Lexington)
---	--

**IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**DISCLAIMER**

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

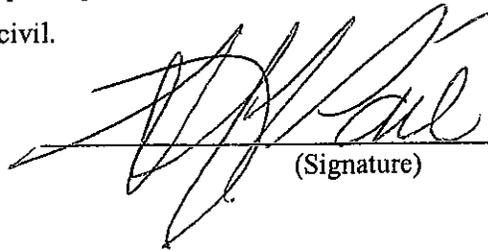
## CERTIFICATION OF CONSULTANT

I HEREBY CERTIFY that I, Stephan Paré, am the area manager of California, and duly authorized representative of the firm of Washington Group International Inc., whose address is 2020 East First Street, Suite 400, Santa Ana, CA 92705, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this 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.

2/19/10  
(Date)

  
(Signature)

**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

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

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»

## 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

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.

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: ENGINEERING SUPPORT DURING CONSTRUCTION

CONTRACT GOAL: \$585,916

PROPOSAL DATE: January 21, 2010

PROPOSER'S NAME: Washington Group International Inc.

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
1.	Reviewing structure documents, Respond to RFI, attending meetings.	27413(exp. 7/2010)	IDC Consulting Engineers 203 W. Cerritos Ave. Anaheim, CA 92805 714-520-9070	7.6%

**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

\$ 44,956.00

7.6 %

Signature of Proposer

2/19/10 (213) 996-2565  
Date (Area Code) Tel. No.

Stephan J. Paré  
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.



**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.

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.

ATTACHMENT# 1  
PAGE 57 OF 62

**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

delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.



EXHIBIT 17-F  
Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors

RESIDENT ENGINEER'S SIGNATURE	BUSINESS PHONE NUMBER	DATE
Copy Distribution-Caltrans contracts: Copy Distribution-Local Agency contracts:	Copy- Contractor Copy- Local Agency file	Copy Resident Engineer
Original - District Construction Original - District Local Assistance Engineer (submitted with the Report of Expenditure)	Copy- Business Enterprise Program Copy- District Local Assistance Engineer	