



AGENDA

FOR THE REGULAR MEETINGS OF THE:

PUBLIC FINANCING AUTHORITY
WATER UTILITY AUTHORITY
COMMUNITY DEVELOPMENT COMMISSION
CITY COUNCIL

Council Chambers
11710 Telegraph Road
Santa Fe Springs, CA 90670

OCTOBER 27, 2011
6:00 P.M.

Joseph D. Serrano, Sr., Mayor
William K. Rounds, Mayor Pro Tem
Luis M. González, Councilmember
Richard J. Moore, Councilmember
Juanita A. Trujillo, Councilmember

Public Comment: The public is encouraged to address City Council on any matter listed on the agenda or on any other matter within its jurisdiction. If you wish to address the City Council, please complete the card that is provided at the rear entrance to the Council Chambers and hand the card to the City Clerk or a member of staff. City Council will hear public comment on items listed on the agenda during discussion of the matter and prior to a vote. City Council will hear public comment on matters not listed on the agenda during the Oral Communications period.

Pursuant to provisions of the Brown Act, no action may be taken on a matter unless it is listed on the agenda, or unless certain emergency or special circumstances exist. The City Council may direct staff to investigate and/or schedule certain matters for consideration at a future City Council meeting.

Americans with Disabilities Act: In compliance with the ADA, if you need special assistance to participate in a City meeting or other services offered by this City, please contact the City Clerk's Office. Notification of at least 48 hours prior to the meeting or time when services are needed will assist the City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

Please Note: Staff reports, and supplemental attachments, are available for inspection at the office of the City Clerk, City Hall, 11710 E. Telegraph Road during regular business hours 7:30 a.m. – 5:30 p.m., Monday – Thursday. Telephone (562) 868-0511. City Hall is closed every other Friday.

1. CALL TO ORDER

2. ROLL CALL

Luis M. González, Director/Commissioner/Councilmember
Richard J. Moore, Director/Commissioner/Councilmember
Juanita A. Trujillo, Director/Commissioner/Councilmember
William K. Rounds, Vice-Chairperson/Mayor Pro Tem
Joseph D. Serrano, Sr., Chairperson/Mayor

PUBLIC FINANCING AUTHORITY

3. CONSENT AGENDA

Consent Agenda items are considered routine matters which may be enacted by one motion and roll call vote. Any item may be removed from the Consent Agenda and considered separately by the City Council.

Approval of Minutes

- A. Minutes of the September 29, 2011 Adjourned Public Financing Authority Meeting

Recommendation: That the Public Financing Authority approve the minutes as submitted.

Monthly Report

- B. Status of Debt Instruments Issued through the City of Santa Fe Springs Public Financing Authority (PFA)

Recommendation: That the Public Financing Authority receive and file the report.

WATER UTILITY AUTHORITY

4. CONSENT AGENDA

Consent Agenda items are considered routine matters which may be enacted by one motion and roll call vote. Any item may be removed from the Consent Agenda and considered separately by the City Council.

Approval of Minutes

- A. Minutes of the September 29, 2011 Adjourned Water Utility Authority Meeting

Recommendation: That the Water Utility Authority approve the minutes as submitted.

Monthly Report

- B. Update on the Status of Water-Related Capital Improvement Projects

Recommendation: That the Water Utility Authority receive and file the report.

COMMUNITY DEVELOPMENT COMMISSION

5. REPORTS OF THE CITY MANAGER AND EXECUTIVE DIRECTOR

6. CONSENT AGENDA

Consent Agenda items are considered routine matters which may be enacted by one motion and roll call vote. Any item may be removed from the Consent Agenda and considered separately by the City Council.

Approval of Minutes

- A. Minutes of the September 29, 2011 Adjourned Community Development Commission Meeting

Recommendation: That the Community Development Commission approve the minutes as submitted.

CITY COUNCIL

7. CONSENT AGENDA

Consent Agenda items are considered routine matters which may be enacted by one motion and roll call vote. Any item may be removed from the Consent Agenda and considered separately by the City Council.

Approval of Minutes

- A. Minutes of the September 29, 2011 Adjourned City Council Meeting

Recommendation: That the City Council approve the minutes as submitted.

Conference and Meeting Report

- B. Councilmember González's Attendance at the California Contract Cities Conference

Recommendation: That the City Council receive and file the reports.

NEW BUSINESS

- 8. AWARD OF CONTRACT - Project and Construction Management Services for the Valley View Avenue Grade Separation Project**

Recommendation: That the City Council: (1) Award a contract in the amount of \$5,956,399 to AECOM Technical Services, Inc. to provide Project and Construction Management Services for the Valley View Avenue Grade Separation Project; (2) Approve the Professional Services Agreement and authorize the Mayor to execute the contract with AECOM Technical Services, Inc.; (3) Authorize the Director of Public Works to issue Task Order No. 1 in the amount of \$379,838 for the Pre-Construction Phase of PM/CM Services; and, (4) Authorize the Director of Public Works to terminate the contract with URS, Inc. for Project Management Services as of November 30, 2011.

9. AWARD OF CONTRACT - Project Construction & Management Services for the Interstate 5 Water Main Relocation for the Carmenita Road Segment

Recommendation: That the City Council: (1) Award a contract to Tetra Tech, Inc. in the amount of \$368,692.00 for project and construction management services for the Interstate 5 water main relocation for the Carmenita Road segment; and (2) Approve the Professional Services Agreement and authorize the Director of Public Works to execute the agreement for the Interstate 5 water main relocation for the Carmenita Road segment.

10. Reimbursement of Property Acquisition Costs Incurred by the City of La Mirada for the Valley View Grade Separation Project

Recommendation: That the City Council authorize the Director of Finance and Administrative Services to reimburse the City of La Mirada in the amount of \$39,684 for right-of-way required to construct the Valley View Grade Separation Project.

11. AWARD OF BID - Award Bid to George Chevrolet for a ½ Ton Pickup Truck

Recommendation: That the City Council award a bid to George Chevrolet for a ½ ton pickup truck and authorize the Director of Purchasing Services to issue a purchase order to process the transaction.

12. Authorize the Purchase of (2) 2011 F-350 Trucks from Carmenita Ford

Recommendation: That the City Council authorize the Director of Purchasing to purchase (2) F-350 trucks through a piggyback opportunity from Carmenita Ford; and authorize the Director of Purchasing Services to issue a purchase order to process the transaction.

13. Resolution No. 9350 – Establishing the City's Maximum Contribution to the Public Employees' Retirement System for Safety and Miscellaneous Employees' Medical Coverage

Recommendation: That the City Council adopt Resolution No. 9350 which establishes the City's share of contributions to the Public Employees' Retirement System for safety and miscellaneous employees' medical coverage.

14. CLOSED SESSION
CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION

Initiation of litigation pursuant to subdivision (c) of Section 54956.9:

One case: CDC v. Ameron, et al.

Please note: Item Nos. 15 – 26 will commence in the 7:00 p.m. hour.

City of Santa Fe Springs

Regular Public Financing Authority/Water Utility Authority/CDC/City Council

October 27, 2011

15. **INVOCATION**

16. **PLEDGE OF ALLEGIANCE**

INTRODUCTIONS

17. Representatives from the Youth Leadership Committee

18. Representatives from the Chamber of Commerce

19. **ANNOUNCEMENTS**

PRESENTATIONS

20. Presentation to Milestone Event Celebrants

21. Recognition of the City Employees' Team Championship Title for the SCMAF Southeast 2011 Dan Ablott Memorial Coed Softball Tournament

22. Introduction of New City Employees

23. **APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS**

24. **ORAL COMMUNICATIONS**

This is the time when comments may be made by interested persons on matters not on the agenda having to do with City business.

25. **EXECUTIVE TEAM REPORTS**

26. **ADJOURNMENT**

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing agenda was posted at the following locations; Santa Fe Springs City Hall, 11710 Telegraph Road; Santa Fe Springs City Library, 11700 Telegraph Road; and the Town Center Plaza (Kiosk), 11740 Telegraph Road, not less than 72 hours prior to the meeting.

Anita Jimenez

Anita Jimenez
Deputy City Clerk

October 20, 2011

Date

**CITY OF SANTA FE SPRINGS
MINUTES
FOR THE ADJOURNED MEETINGS OF THE:
PUBLIC FINANCING AUTHORITY
WATER UTILITY AUTHORITY
COMMUNITY DEVELOPMENT COMMISSION
AND CITY COUNCIL**

September 29, 2011

1. CALL TO ORDER

Mayor Serrano called the Adjourned Public Financing Authority, Water Utility Authority, Community Development Commission, and City Council meetings to order at 5:15 p.m.

2. ROLL CALL

Present: Directors/Commissioners/Councilmembers González, Moore, and Trujillo, Vice-Chairperson/Mayor Pro Tem Rounds, and Chairperson/Mayor Serrano

Also present: Thaddeus McCormack, City Manager; Steve Skolnik, City Attorney; Paul Ashworth, Director of Planning & Community Development; Don Jensen, Director of Public Works; Dino Torres, Director of Police Services; Maricela Balderas, Director of Family & Human Services; Jose Gomez, Director of Finance & Administrative Services; Mike Crook, Fire Division Chief; and Anita Jimenez, Deputy City Clerk

At 5:17 p.m., Mayor Serrano recessed the meetings for the Council to go into Closed Session for Item Nos. 20, 21, and 22.

At 6:25 p.m., the Mayor reconvened the meetings. The City Attorney stated that there was no report from the Closed Session.

PUBLIC FINANCING AUTHORITY

3. CONSENT AGENDA

- A. Approval of Minutes of the August 25, 2011 Regular Public Financing Authority Meeting

Recommendation: That the Public Financing Authority approve the minutes as submitted.

- B. Monthly Report on the Status of Debt Instruments Issued through the City of Santa Fe Springs Public Financing Authority (PFA)

Recommendation: That the Public Financing Authority receive and file the report.

Mayor Pro Tem Rounds moved the approval of Items 3A and B; Director Trujillo seconded the motion which carried unanimously.

WATER UTILITY AUTHORITY

4. CONSENT AGENDA

- A. Approval of Minutes of the August 25, 2011 Regular Water Utility Authority Meeting

Recommendation: That the Water Utility Authority approve the minutes as submitted.

- B. Update on the Status of Water-Related Capital Improvement Projects

Recommendation: That the Water Utility Authority receive and file the report.

Director Trujillo moved the approval of Items 4A and B; Director González seconded the motion which carried unanimously.

5. NEW BUSINESS

Authorization to Issue a Request for Proposals to Provide Well Head and Pump Design for the Construction of a New Water Well (Well No. 12) in Zone II

Recommendation: That the Water Utility Authority authorize the Director of Public Works to issue a Request for Proposals to provide Well Head and Pump Design for the construction of a new water well (Well No. 12) in Zone II.

Director Moore moved the approval of Item 5; Mayor Pro Tem Rounds seconded the motion which carried unanimously.

COMMUNITY DEVELOPMENT COMMISSION

6. REPORTS OF THE CITY MANAGER AND EXECUTIVE DIRECTOR

The City Manager reported that due to redistricting in Los Angeles County, the City of Santa Fe Springs would now be included in Supervisory District 4 effective October 27, 2011, and thus represented by Supervisor Don Knabe.

Also of note, former Councilmember Gus Velasco is very ill and has been admitted to Presbyterian Intercommunity Hospital.

Paul Ashworth reported that 72 units at the Villages have closed escrow and another 5 are on reserve. It is anticipated that the Far West portion of the project will be fully built within one year. Building permits for the City are below projection, partly due to the stoppage of building at the Villages. This should be rectified by spring.

7. CONSENT AGENDA

- A. Approval of Minutes of the August 25, 2011 Regular Community Development Commission Meeting

Recommendation: That the Community Development Commission approve the minutes as submitted.

Commissioner González moved the approval of Item 7A; Commissioner Trujillo seconded the motion which carried unanimously.

NEW BUSINESS

8. Approval of Remittance Agreement between the City of Santa Fe Springs and the Santa Fe Springs Community Development Commission, a Recognized Obligation Payment Schedule (ROPS), and Amendment #1 to the Enforceable Obligation Payment Schedule (EOPS)

Recommendation: That the Community Development Commission approve: (1) A Remittance Agreement between the City of Santa Fe Springs and the Santa Fe Springs Community Development Commission; (2) A Recognized Obligation Payment Schedule (ROPS); and, (3) Amendment #1 to the Enforceable Obligation Payment Schedule (EOPS).

The City Attorney pointed out that Item 15 on the Council agenda is a companion item to this item. Mayor Pro Tem Rounds moved the approval of Items 8 and 15; Commissioner Trujillo seconded the motion which carried unanimously.

9. Approval of a Takeover Agreement with First National Insurance Company of America to Complete Construction of the Gus Velasco Neighborhood Center Renovation and Modernization Project

Recommendation: That the Community Development Commission approve the Takeover Agreement with First National Insurance Company of America to complete construction of all work on the Gus Velasco Neighborhood Center Renovation and Modernization Project and authorize the Mayor to execute the agreement.

The City Manager stated that there was an error in the report however the agreement was correct.

Commissioner Moore moved the approval of Item 9 as corrected; Mayor Pro Tem Rounds seconded the motion which carried unanimously.

CITY COUNCIL

10. CONSENT AGENDA

- A. Approval of Minutes of the August 23, 2011 Special City Council Meeting

Recommendation: That the City Council approve the minutes as submitted.

- B. Approval of Minutes of the August 25, 2011 Regular City Council Meeting

Recommendation: That the City Council approve the minutes as submitted.

Councilmember González moved the approval of Items 10A and B; Councilmember Moore seconded the motion, which carried unanimously.

ORDINANCE FOR PASSAGE

11. Ordinance No. 1027 – An Urgency Ordinance of the City of Santa Fe Springs Establishing a Moratorium on the Issuance of any Permit, License, or other Entitlement, Relating to the Establishment of Certain Uses in Specific Areas Located in Proximity to the Telegraph Road Corridor

Recommendation: That the City Council waive further reading and adopt Ordinance 1027, an Urgency Ordinance of the City of Santa Fe Springs establishing a moratorium on the issuance of any permit, license, or other entitlement, relating to the establishment of certain uses in specific areas located in proximity to the Telegraph Road Corridor.

City Attorney Skolnik stated that the staff is now recommending that the Council not adopt the subject Ordinance, because at present there are insufficient facts to support an urgency finding, in that: (1) Holliday Rock has withdrawn its application for a C.U.P. to operate a batch plant; and (2) a thorough investigation has revealed that there is not a single other pending application for a use which would be affected by the subject Ordinance. Mr. Skolnik added that the staff intends to look at expanding the boundaries of the "Telegraph Road Corridor", and will bring that subject to the Planning Commission and Council in the near future. With no Council member making any motion on Item 11, the Council moved on to the rest of the agenda with no action taken on this item.

NEW BUSINESS

12. Resolution No. 9346 – Approval of Facilities Renovation and Repair Funds Awarded by the California Department of Education

Recommendation: That the City Council approve Resolution No. 9346 authorizing approval of Contract No. CRPM-1024 with the State Department of Education for the purpose of child care and development renovation and repair projects to maintain compliance.

Councilmember González moved the approval of Items 12, 13, and 14; Mayor Pro Tem Rounds seconded the motion which carried unanimously.

13. Approval of Agreement for Legal Services with Jones & Mayer

Recommendation: That the City Council approve the agreement for Legal Services with Jones & Mayer.

See item 12.

14. Extension of Joint Agreement for Presbyterian Intercommunity Hospital (PIH)/Santa Fe Springs Family Health Center

Recommendation: That the City Council approve the extension of the Joint Agreement between the City of Santa Fe Springs and Presbyterian Intercommunity Hospital, Inc. (PIH) dba PIH Family Practice Residency Program for the Santa Fe Springs Family Health Center located at the Neighborhood Center.

See item 12.

15. Approval of Remittance Agreement between the City of Santa Fe Springs and the Santa Fe Springs Community Development Commission

Recommendation: That the Community Development Commission approve a Remittance Agreement between the City of Santa Fe Springs and the Santa Fe Springs Community Development Commission.

See item 8.

16. Resolution No. 9347 – Approval to Purchase a Pierce Fire Engine from South Coast Fire Equipment and Enter into a Lease/Purchase Agreement with Oshkosh Capital

Recommendation: That the City Council adopt Resolution No. 9347 and authorize: (1) The purchase of one Pierce fire engine from South Coast Fire Equipment to replace a fire engine that has exceeded its front line capabilities; (2) The City Manager or his designee to enter into a lease/purchase agreement with Oshkosh Capital for the purchase amount; and, (3) An appropriation of necessary funds to make future year payments.

Councilmember Moore moved the approval of Item 16; Councilmember Trujillo seconded the motion which carried unanimously.

17. Authorize Copier/Printer Leases with Ricoh Americas Corporation Utilizing the Western States Contracting Alliance Cooperative Agreement

Recommendation: That the City Council authorize the Director of Purchasing to lease thirteen (13) copiers/printers from Ricoh Americas Corporation through a cooperative purchasing program from Western States Contracting Alliance (Contract #1715).

Mayor Pro Tem Rounds moved the approval of Item 17; Councilmember González seconded the motion which carried unanimously.

18. Final Progress Payment (Less 10% Retention) – Improvements at Norwalk Boulevard/Los Nietos Road Grade Crossing Contract No. 75LX110 A/1, Federal No. 027650J

Recommendation: That the City Council approve the Final Progress Payment (Less 10% Retention) to Bannaoun Engineers Constructors Corp. of Chatsworth, CA, in the amount of \$147,231.64 for the subject project.

Councilmember González moved the approval of Item 18; Councilmember Trujillo seconded the motion which carried unanimously.

19. Appropriation of Funds – Removal and Installation of HVAC Units at the Betty Wilson Center

Recommendation: That the City Council: (1) Amend the Adopted Capital Improvement Program for FY 2006-07 through 2011-12 to include the Removal and Installation of HVAC Units at the Betty Wilson Center; and (2) De-appropriate \$23,500 from the Telegraph Road East/West Entry Enhancements (Account 450-0914) and appropriate \$23,500 to the Removal and Installation of HVAC Units at the Betty Wilson Center (Account 450-C327).

Councilmember González moved the approval of Item 19; Councilmember Trujillo seconded the motion which carried by the following roll call vote:

Ayes: González, Moore, Rounds, Serrano and Trujillo

Noes: None

Absent: None

CLOSED SESSION

20. CONFERENCE WITH LEGAL COUNSEL

Existing Litigation: Crispo v. City of Santa Fe Springs

21. CONFERENCE WITH LEGAL COUNSEL – INITIATION OF LITIGATION

One case

22. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Subdivision (a) of Section 54956.9)

Name of Cases: City v. PPF Industrial Valley View LP; Valley View Santa Fe Springs, LLC

Mayor Serrano recessed the meetings at 6:37 p.m.

Mayor Serrano reconvened the meetings at 7:13 p.m.

23. INVOCATION

The Invocation was given by Councilmember Moore

24. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the Youth Leadership Committee.

INTRODUCTIONS

25. The lone member introduced himself.

26. Mayor Serrano introduced Julia McConaghy of Presbyterian Intercommunity Hospital/Bright Health Physicians.

27. ANNOUNCEMENTS

Maricela Balderas gave the Community Services announcements.

28. APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

Councilmember Moore appointed Paula Minnehan to the Beautification Committee. Mayor Pro Tem Rounds appointed Angelica Miranda to the Parks & Recreation Committee.

29. ORAL COMMUNICATIONS

Mayor Serrano opened Oral Communications at 7:17 p.m.

Greg Nordbak introduced himself as the City's new representative from Consolidated Disposal.

The following persons addressed the Council regarding Medical Marijuana dispensaries and asked that they be allowed to continue operating.

Pedro Alvarez, 12513 Shoemaker Avenue, SFS
George Harison, 8145 Secura Way, SFS
John Brown, 9513 Firebird, Whittier
Oria Star Ellis, 9537 Coachman Ave, Whittier
Ruben Martinez, 10908 Aeolian Street, Whittier
Marisa Garcia, 10140 Gard Avenue, Santa Fe Springs
Robert J. Koretoff, 13128 Telegraph Road, SFS
Dennis Vaughn, 13647 Allegan, Whittier
Jason Nom, 12150 Bloomfield Ave, SFS
Kevin Alleva, 12513 Shoemaker Avenue, Santa Fe Springs
Steve Green, 12513 Shoemaker Avenue, SFS

Mayor Serrano closed Oral Communications at 7:43 p.m.

30. EXECUTIVE TEAM REPORTS

Paul Ashworth reported that a Chipotle Restaurant is scheduled to open in SFS.

Councilmember Moore stated that he attended an interesting session on parliamentary procedure at the League of California Cities Conference. He also reported that the

Heritage Arts Committee was considering an event such as an Arts Festival to excite the community. Councilmember Moore asked how the City was doing with in terms of sales tax revenue. Jose Gomez stated that the City is awaiting a report from the consultant and should have an update to give to the Council by mid-October.

Mayor Serrano stated that the Fiestas Patrias was a huge success and commended staff.

Mayor Serrano asked the community to keep Gus Velasco and his family in their prayers.

Jose Gomez introduced Alex Tong who gave a preview of the City's new website. Alex Tong thanked Jeff Bailey for his considerable work on the project. Mayor Pro Tem Rounds asked if the new website took into consideration some of the issues referred to in the survey previously done on the website. Alex Tong stated that the new website did address those concerns.

31. ADJOURNMENT

At 7:52 p.m., Mayor Serrano adjourned the meetings in memory of Sylvia Crowell, mother of Dr. Crowell of Health First.

Joseph D. Serrano, Sr.
Mayor

ATTEST:

Anita Jimenez, Deputy City Clerk



City of Santa Fe Springs

Public Financing Authority Meeting

October 27, 2011

NEW BUSINESS

Monthly Report on the Status of Debt Instruments Issued through the City of Santa Fe Springs Public Financing Authority (PFA)

RECOMMENDATION

That the City Council receive and file the report.

BACKGROUND

The Santa Fe Springs Public Financing Authority is the City entity that is utilized to facilitate the issuance of public purpose debt in Santa Fe Springs. The following is a brief status report on the debt instruments currently outstanding that were issued through this financing authority.

Consolidated Redevelopment Project 2001 Tax Allocation Refunding Bonds

| | |
|---|--------------|
| Financing proceeds available for appropriation at 9/30/11 | None |
| Outstanding principal at 9/30/11 | \$19,380,000 |

Consolidated Redevelopment Project 2002 Tax Allocation Refunding Bonds

| | |
|---|--------------|
| Financing proceeds available for appropriation at 9/30/11 | None |
| Outstanding principal at 9/30/11 | \$14,230,000 |

Consolidated Redevelopment Project 2003 Taxable Tax Allocation Refunding Bonds

| | |
|---|-------------|
| Financing proceeds available for appropriation at 9/30/11 | None |
| Outstanding principal at 9/30/11 | \$4,135,000 |

Water Revenue Bonds, 2003 Series A

| | |
|---|-------------|
| Financing proceeds available for appropriation at 9/30/11 | None |
| Outstanding principal at 9/30/11 | \$4,325,000 |

Water Revenue Bonds, 2005 Series A

| | |
|---|-------------|
| Financing proceeds available for appropriation at 9/30/11 | None |
| Outstanding principal at 9/30/11 | \$2,920,000 |

Consolidated Redevelopment Project 2006-A Tax Allocation Bonds

| | |
|---|--------------|
| Financing proceeds available for appropriation at 9/30/11 | 1,538,121* |
| Outstanding principal at 9/30/11 | \$31,047,149 |

Consolidated Redevelopment Project 2006-B Taxable Tax Allocation Bonds

| | |
|---|--------------|
| Financing proceeds available for appropriation at 9/30/11 | None |
| Outstanding principal at 9/30/11 | \$13,530,000 |

Consolidated Redevelopment Project 2007-A Tax Allocation Refunding Bonds

| | |
|---|--------------|
| Financing proceeds available for appropriation at 9/30/11 | None |
| Outstanding principal at 9/30/11 | \$41,205,000 |

The City and Community Development Commission budgets include sufficient appropriations to meet the debt service obligations associated with these issues and it is anticipated that the Fiscal Year 2011-12 revenue sources funding these appropriations will be sufficient as well.



Thaddeus McCormack
City Manager/Executive Director

* \$1,538,121 of 2006-A tax exempt bond funds had been used for property acquisitions in relation to the Valley View Grade Separation Project. These funds were reimbursed from Federal, State and County sources in May 2011. However, due to the lawsuit pending with the State no appropriations can be made until the California Supreme Court decides the case. This is expected by mid-January 2012.

PLEASE SEE ITEM 3A



City of Santa Fe Springs

Water Utility Authority Meeting

October 27, 2011

NEW BUSINESS

Update on the Status of Water-Related Capital Improvement Projects

RECOMMENDATION

That the Water Utility Authority receive and file the report.

BACKGROUND

This report is for informational purposes only. The following is a listing of active water projects along with their current status:

New Water Well Located Within Zone II (Well No. 12)

Continued work is being done to enable the construction of a New Water Production Well on city property located on Borate Street east of Radburn Avenue. Operating permit applications have already been submitted to the Department of Public Health (DOPH). A water discharge permit is currently being reviewed by the State Water Resources Control Board (SWRCB), and CEQA documentation is currently being finalized. In addition, a request for proposals for Engineering Services for the Well Head and Pump Design for the construction of the new water well was released on October 4, 2011 and the deadline to submit proposals is October 25, 2011.

FISCAL IMPACT

The projects are fully funded through the Capital Improvement Program in place.

INFRASTRUCTURE IMPACT

A fully functioning water production well will provide a much needed source of potable water within Zone II and the water well will enhance the reliability of the City's water system.

Thaddeus McCormack
Executive Director

Attachment(s):

None.

Report Submitted By: Don Jensen, Director
Department of Public Works

Date of Report: October 19, 2011

4B

PLEASE SEE ITEM 3A

PLEASE SEE ITEM 3A



City of Santa Fe Springs

City Council Meeting

October 27, 2011

CONFERENCE AND MEETING REPORT

Councilmember González's Attendance at the 2011 California Contract Cities Conference

RECOMMENDATION

That the City Council receive and file the report.

Councilmember González attended the 2011 California Contract Cities Conference in October 14-16, 2011 titled "Change for the Future: Local Government Leads the Way." Some of the topics of the conference included: Pipeline Safety in a Post-San Bruno Era; Weathering the Financial Storm; and Los Angeles County Sheriff's Department Update with Sheriff Lee Baca.

Louie González
Councilmember



City of Santa Fe Springs

City Council Meeting

October 27, 2011

AWARD OF CONTRACT

Project and Construction Management Services for the Valley View Avenue Grade Separation Project

RECOMMENDATION

That the City Council take the following actions:

1. Award a contract in the amount of \$5,956,399 to AECOM Technical Services, Inc. to provide Project and Construction Management Services for the Valley View Avenue Grade Separation Project;
2. Approve the Professional Services Agreement and authorize the Mayor to execute the contract with AECOM Technical Services, Inc;
3. Authorize the Director of Public Works to issue Task Order No. 1 in the amount of \$379,838 for the Pre-Construction Phase of PM/CM Services; and
4. Authorize the Director of Public Works to terminate the contract with URS, Inc. for Project Management Services as of November 30, 2011.

BACKGROUND

On April 28, 2011 the City Council authorized the Director of Public Works to solicit proposals from qualified consultants to provide Project and Construction Management Services for the Valley View Avenue Grade Separation Project. A total of four (4) proposals were received on June 3, 2011.

EVALUATION OF PROPOSALS

The process used by staff to evaluate the four firms that submitted proposals involved the following:

Step 1 – Evaluation of Proposals

The four proposals submitted to the City were evaluated by a five-member Evaluation Committee using criteria set forth in the Requests for Proposals (RFP). More specific details on the members of the Evaluation Committee, the criteria used to evaluate the proposals, the scores for each firm, and the ranking of the four firms that submitted proposals are provided in Attachment 1. Based on the results of the evaluation phase, it was the recommendation of the Evaluation Committee that all four firms should be interviewed.

Step 2 – Consultant Interviews

The four firms were interviewed by the Evaluation Committee on June 27, 2011. The criteria used to interview the firms, scores for each firm, and ranking of the four firms that were interviewed are provided in Attachment 2.

Report Submitted By: Don Jensen, Director
Department of Public Works

Date of Report: October 20, 2011

RANKING OF QUALIFIED CONSULTANTS

The Evaluation Committee concluded that all four firms were qualified and capable of providing project and construction management services. As indicated in Attachment 3, based on overall scores, the Evaluation Committee recommended that the firms be ranked as follows:

| <u>Consultant</u> | <u>Average Total Score</u> |
|-----------------------|--------------------------------|
| 1. AECOM | 158.2 |
| 2. URS | 154.4 |
| 3. Arcadis, U.S., Inc | 154.0 |
| 4. Berg & Associates | 146.0 |

CONTRACT NEGOTIATIONS WITH PREFERRED CONSULTANT

On July 14, 2011 the City Council approved the ranking as stated above and authorized the Director of Public Works to begin negotiations with AECOM Technical Services, Inc. (AECOM) as the Preferred Consultant.

PRE-AWARD AUDIT

State procurement guidelines applicable to the Valley View Avenue Grade Separation project require a pre-award audit to be performed before a contract can be awarded. Caltrans procedures require the audit to be performed by a Certified Public Accountant and it must comply with specific Caltrans procedures and governmental accounting standards required by the U.S. General Accounting Office.

On August 25, 2011 the City Council awarded a contract to the Macias Consulting Group (MCG) to perform the Pre-Award Audit. In accordance with applicable guidelines, MCG has examined accounting, estimating, administrative systems, proposed costs, financial conditions and the proposed contract language. The Final Audit Report prepared by MCG is attached to this report (Attachment 4). As it indicates, MCG concluded the following:

"Based on our performance audit, AECOM maintains an adequate financial management system and record keeping for billing purposes and meets the criteria set forth in the Agreement, 48 CFR Part 31, 49 CFR Part 18, and the LAPM (Local Assistance Programs Manual). Additionally, AECOM exhibits generally healthy financial performance."

CONTRACT TYPE

In accordance with the RFP, compensation for PM/CM services is to be provided under an "Actual Cost Plus Fixed Fee" contract. This means work will be paid for based on the actual costs for labor, overhead and indirect costs, with a not-to-exceed provision. The fixed fee will remain fixed for the duration of the contract between the City and the Consultant.

PROPOSED AGREEMENT

Attachment 5 is the Proposed Professional Services Agreement (PSA). The PSA encompasses all of the requirements set forth in the RFP and all applicable state and federal requirements. It includes the following exhibits:

Exhibit A: Scope of Services

This exhibit identifies the project and construction management services that will need to be provided to successfully complete the Project. Work is broken down into the following Task Orders:

1. Task Order No. 1: Pre-Construction Services

This task includes those services that will be needed prior to the award of a construction contract.

2. Task Order No. 2: Construction Services

This task includes those services that will be needed to support construction of the Project once a contract has been awarded.

3. Task Order No. 3: Post-Construction Services

This task includes those services that will be needed after construction has been completed.

Only Task Order No. 1 is to be issued at this time. City Council authorization to issue Task Orders Nos. 2 and 3 will be requested at a later date.

Exhibit B: Summary of Compensation

This exhibit summarizes the costs associated with each task order and the Total Contract Amount.

Exhibit C: Schedule of Fees

This exhibit includes the detailed cost pricing proposals for AECOM and the seven subconsultants that will be providing support services to AECOM.

CONTRACT NEGOTIATIONS

Upon being designated as the Preferred Consultant, AECOM submitted an Initial Cost Proposal in the amount of \$6,379,096.00 for the City's review and consideration. Subsequently, the Director of Public Works, with the assistance of the Assistant Director of Public Works and the Assistant Director of Finance & Administrative Services, worked with AECOM to finalize the scope of services to be provided and to arrive at a mutually acceptable cost for PM/CM Services. Negotiations included several discussions of the following:

1. The scope of work, staffing and hours that AECOM believed would be needed to accomplish the tasks set forth in the RFP
2. The anticipated project phasing and schedule
3. The scope of services to be provided by subconsultants
4. Applicable state and federal requirements

Negotiations with AECOM resulted in the Final Cost Proposal which is included as Attachment 6. Please note that the entirety of the Final Cost Proposal will be incorporated into the Contract Agreement as Exhibit C (Schedule of Fees). At this time, staff is recommending that the City Council award a contract to AECOM to provide Project and Construction Management Services for the total cost of \$5,956,399 which is approximately \$423,000 less than the Initial Cost Proposal. In summary, the total cost breakdown is as follows:

| | |
|---|----------------------|
| • Not-to-Exceed Cost (Labor, Overhead & IDC): | \$ 5,634,351.00 |
| • Total Fixed Fee | <u>\$ 322,048.00</u> |
| Total Contract Amount | \$ 5,956,399.00 |

Services are to be provided by AECOM under specific Task Orders as follows:

| | |
|-------------------------------------|----------------------|
| Task Order No. 1: Pre-Construction | \$ 379,838.00 |
| Task Order No. 2: Construction | \$ 5,282,785.00 |
| Task Order No. 3: Post-Construction | <u>\$ 293,776.00</u> |
| Total Contract Amount | \$ 5,956,399.00 |

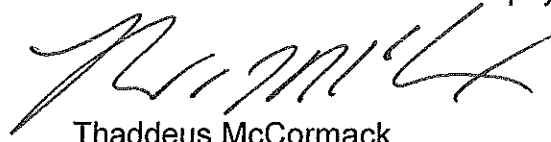
At this time, staff is only requesting authorization to issue Task Order No. 1 in the amount of \$379,838. Staff will request City Council approval to issue Task Orders Nos. 2 and 3 when a construction contract is ready to be awarded.

TERMINATION OF CONTRACT WITH URS, INC.

URS, Inc. was hired in 2006 to provide Project Management services. Once AECOM has been hired, it will be necessary for the City to terminate the contract with URS, Inc. In order to allow for a smooth transition between the consultants, URS will remain under contract through November 30, 2011.

FISCAL IMPACT

Project costs, including the cost of Project and Construction Management Services, are eligible for reimbursement. Local funds are needed to make initial payments.



Thaddeus McCormack
City Manager

Attachment(s):

1. Summary of Proposal Evaluations
2. Summary of Consultant Interviews
3. Summary of Overall Scores and Ranking
4. Final Pre-Award Audit Report
5. Proposed Professional Services Agreement
6. Final Cost Proposal **

** Please note that the Final Cost Proposal will be incorporated into the Proposed Contract Agreement as Exhibit C (Schedule of Fees).

ATTACHMENT 1

VALLEY VIEW AVENUE GRADE SEPARATION SUMMARY OF PROPOSAL EVALUATIONS PROJECT & CONSTRUCTION MANAGEMENT SERVICES

PROPOSALS SUBMITTED TO THE CITY

Proposals were submitted to the City in accordance with the requirements outlined in the Request for Proposals by the following firms and were received on Friday, June 3, 2011.

1. AECOM
2. Arcadis U.S., Inc.
3. Berg & Associates
4. URS

PROPOSAL EVALUATION COMMITTEE

The Evaluation Committee consisted of the following individuals:

| | |
|-------------------|---|
| Noe Negrete | Assistant Director of Public Works, City of Santa Fe Springs |
| Steve Forster | Director of Public Works, City of La Mirada |
| Jerry Wood, P.E. | Consultant/Director of Transportation Services Gateway Cities Council of Governments |
| Mark Christoffels | Deputy Director of Public Works/City Engineer City of Long Beach |
| Chris Schaefer | Senior Planner, City of La Habra |

PROPOSAL EVALUATION CRITERIA

Each member of the Evaluation Committee independently evaluated the four (4) proposals that were submitted using the evaluation criteria listed below.

1. Qualifications of the Firm

- Technical experience in performing PM/CM Services on similar projects, including heavy civil construction type projects, which include but are not limited to: retaining wall installation, major earthwork grading, roadway bridges, railroad bridges, drainage channel modifications, roadway modifications, major utility relocations, and experience working with BNSF, Caltrans, and the County of Los Angeles.
- Demonstrated familiarity with BNSF design Standards, "Green Book" standard specifications, "Gray Book" standard specifications and the Caltrans Standard plans.
- Demonstrated history of working together and cooperation amongst team members including professional consultants.

ATTACHMENT 1

VALLEY VIEW AVENUE GRADE SEPARATION SUMMARY OF PROPOSAL EVALUATIONS PROJECT & CONSTRUCTION MANAGEMENT SERVICES

- Financial strength and stability of the firm; strength, stability, experience and technical competence of subconsultants.

2. Proposed Staffing and Project Organization

- Qualifications of key personnel, especially the Project/Construction Manager and Resident Engineer, including relevant past experience in projects of similar nature.
- Key personnel's level of involvement in performing related work cited in "Qualifications of the Firm" section; adequacy of labor commitment; references from past projects; logic of project organization.
- Key personnel's familiarity with applicable State and Federal procedures.
- Capability of developing innovative or advanced techniques for completing the Project.

3. Work Approach

- Depth of how well Consultant understands the project.
- Thoughtfulness of approach to the implementation of the project, and clear understanding of what is required to implement the Project.
- Demonstrated understanding of how to manage and control field conditions and other changes within overall budget.
- Approach the Consultant will use to minimize potential traffic issues and to address and resolve community concerns relating to construction of the project.

RESULTS OF PROPOSAL EVALUATION

The following table provides the score given by each member of the Evaluation Committee, the Average Score and the Rank for each firm:

ATTACHMENT 1

**VALLEY VIEW AVENUE GRADE SEPARATION
SUMMARY OF PROPOSAL EVALUATIONS
PROJECT & CONSTRUCTION MANAGEMENT SERVICES**

| NAME OF FIRM | SCORE BY COMMITTEE MEMBER | | | | | | | |
|---------------------|----------------------------|----|----|----|----|-------------|--------------------|------|
| | NN | JW | CS | MC | SF | TOTAL SCORE | | |
| | | | | | | | | |
| | PROPOSAL EVALUATION SCORES | | | | | | TOTAL DIVIDED BY 5 | RANK |
| AECOM | 86 | 93 | 91 | 76 | 90 | 436 | 87.2 | 1 |
| ARCADIS U. S., INC. | 77 | 88 | 87 | 90 | 80 | 422 | 84.4 | 2 |
| BERG & ASSOCIATES | 83 | 88 | 86 | 49 | 75 | 381 | 76.2 | 4 |
| URS | 76 | 95 | 83 | 78 | 85 | 417 | 83.4 | 3 |
| | | | | | | | | |

SHORT-LIST OF QUALIFIED FIRMS

Section 23 of the RFP called for the Evaluation Committee to establish a Short-List of at least three (3) but not more than five (5) firms based on the proposal evaluation phase. Since only four (4) proposals were submitted, it was the decision of the Evaluation Committee that all four firms should be interviewed. Therefore, the Short List consisted of the following firms:

1. AECOM
2. Arcadis U.S., Inc.
3. Berg & Associates
4. URS

ATTACHMENT 2

VALLEY VIEW AVENUE GRADE SEPARATION SUMMARY OF CONSULTANT INTERVIEWS PROJECT & CONSTRUCTION MANAGEMENT SERVICES

INTERVIEW PANEL

On Monday, June 27, 2011, the four firms on the Short List were interviewed by the following persons:

| | |
|-------------------|---|
| Noe Negrete | Assistant Director of Public Works City of Santa Fe Springs |
| Steve Forster | Director of Public Works, City of La Mirada |
| Jerry Wood, P.E. | Consultant / Director of Transportation Services Gateway Cities Council of Governments |
| Mark Christoffels | Deputy Director of Public Works/City Engineer City of Long Beach |
| Chris Schaefer | Senior Planner, City of La Habra |

EVALUATION CRITERIA

Part 1: Qualifications, Experience and Organization

This part of the interview involved a focused discussion of the qualifications, experience and commitment of the firm. Criteria for evaluation were as follows:

1. Overview of Firm's Qualifications
2. Commitment to the Project
3. Proposed Organizational Structure of the PM/CM Team

Part 2: Project/Construction Manager

This part of the interview involved a focused discussion of the qualifications, experience and scope of responsibilities of the individual who would serve as Project/Construction Manager (PM/CM). Criteria for evaluation were as follows:

1. Relevant personal experience in the management of Grade Separation Projects and projects of similar size and complexity to this Project.
2. Goals and expectations for the first 90 days and the approach that will be used to manage the PM/CM Team.

ATTACHMENT 2

VALLEY VIEW AVENUE GRADE SEPARATION SUMMARY OF CONSULTANT INTERVIEWS PROJECT & CONSTRUCTION MANAGEMENT SERVICES

3. Scope of the Construction Management Plan and how it will be used.
4. Methods and approach that will be used to monitor the overall project schedule and to resolve scheduling issues.

Part 3: Resident Engineer

This part of the interview involved a focused discussion of the qualifications, experience and scope of responsibilities of the individual who would serve as the Resident Engineer (RE). Criteria for evaluation were as follows:

1. Relevant personal experience in the construction of Grade Separation Projects and projects of similar size and complexity to this Project.
2. Goals and expectations for the first 90 days and the approach that will be used to manage the Contractor and Subcontractors.
3. Approach to be used to monitor daily progress of work, resolve scheduling issues and track change orders.

Part 4: Railroad & Utility Coordination

This part of the interview involved a focused discussion on Railroad Coordination and Utility Coordination and how those issues would be handled by the PM/CM Team. Criteria for evaluation were as follows:

1. Relevant experience of the PM/CM Team in working with BNSF on Grade Separation Projects of similar size and complexity to this Project
2. Methods and approach that will be used to schedule, coordinate and monitor Utility Coordination work and how issues will be resolved.

RESULTS OF PROPOSAL EVALUATION

The following table provides the score given by each member of the Interview Panel, the Average Score and the Rank for each firm:

ATTACHMENT 2

**VALLEY VIEW AVENUE GRADE SEPARATION
SUMMARY OF CONSULTANT INTERVIEWS
PROJECT & CONSTRUCTION MANAGEMENT SERVICES**

| NAME OF FIRM | SCORE BY COMMITTEE MEMBER | | | | | | | |
|---------------------|---------------------------|----|----|----|----|-------------|--------------------|------|
| | NN | JW | CS | MC | SF | TOTAL SCORE | | |
| | | | | | | | | |
| | INTERVIEW SCORES | | | | | | TOTAL DIVIDED BY 5 | RANK |
| AECOM | 75 | 76 | 78 | 61 | 65 | 355 | 71.0 | 1T |
| ARCADIS U. S., INC. | 65 | 76 | 81 | 56 | 70 | 348 | 69.6 | 3 |
| BERG & ASSOCIATES | 78 | 82 | 70 | 54 | 65 | 349 | 69.8 | 2 |
| URS | 68 | 81 | 78 | 61 | 67 | 355 | 71.0 | 1T |
| | | | | | | | | |

ATTACHMENT 3

VALLEY VIEW AVENUE GRADE SEPARATION PROJECT AND CONSTRUCTION MANAGEMENT SERVICES

SUMMARY OF OVERALL SCORES and RANKING

| NAME OF FIRM | SCORE BY COMMITTEE MEMBER | | | | | | | |
|---------------------|----------------------------|-----|-----|-----|-----|-------------|--------------------|------|
| | NN | JW | CS | MC | SF | TOTAL SCORE | | |
| | | | | | | | | |
| | PROPOSAL EVALUATION SCORES | | | | | | TOTAL DIVIDED BY 5 | RANK |
| AECOM | 86 | 93 | 91 | 76 | 90 | 436 | 87.2 | 1 |
| ARCADIS U. S., INC. | 77 | 88 | 87 | 90 | 80 | 422 | 84.4 | 2 |
| BERG & ASSOCIATES | 83 | 88 | 86 | 49 | 75 | 381 | 76.2 | 4 |
| URS | 76 | 95 | 83 | 78 | 85 | 417 | 83.4 | 3 |
| | | | | | | | | |
| | INTERVIEW SCORES | | | | | | TOTAL DIVIDED BY 5 | RANK |
| AECOM | 75 | 76 | 78 | 61 | 65 | 355 | 71.0 | 1T |
| ARCADIS U. S., INC. | 65 | 76 | 81 | 56 | 70 | 348 | 69.6 | 3 |
| BERG & ASSOCIATES | 78 | 82 | 70 | 54 | 65 | 349 | 69.8 | 2 |
| URS | 68 | 81 | 78 | 61 | 67 | 355 | 71.0 | 1T |
| | | | | | | | | |
| | TOTAL COMBINED SCORES | | | | | | TOTAL DIVIDED BY 5 | RANK |
| AECOM | 161 | 169 | 169 | 137 | 155 | 791 | 158.2 | 1 |
| ARCADIS U. S., INC. | 142 | 164 | 168 | 146 | 150 | 770 | 154.0 | 3 |
| BERG & ASSOCIATES | 161 | 170 | 156 | 103 | 140 | 730 | 146.0 | 4 |
| URS | 144 | 176 | 161 | 139 | 152 | 772 | 154.4 | 2 |
| | | | | | | | | |



Corporate Office
3000 S Street, Suite 300
Sacramento, CA 95816
916.928.4600 Phone
916.928.2755 Fax
www.maciasconsulting.com

October 10, 2011

Travis C. Hickey, CPA
Assistant Director of Finance and Administrative Services
City of Santa Fe Springs
11710 E. Telegraph Road
Santa Fe Springs, CA

Dear Mr. Hickey:

We have completed our pre-award audit of AECOM Technical Services (AECOM) in accordance with the Caltrans Local Assistance Procedures Manual (LAPM).

Sincerely,

A handwritten signature in cursive script that reads "Macias Consulting Group".

Macias Consulting Group, Inc.

AECOM Preaward Audit

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| Recommendation 1..... | 3 |
| Finding 2 – AECOM’s cost proposal is generally accurate. | 3 |
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| Finding 3 – No exceptions were noted in AECOM’s chart of accounts..... | 4 |
| Finding 4 – No exceptions were noted in AECOM’s indirect cost rate for fiscal year 2010..... | 4 |
| Finding 5 – No exceptions were noted in the AECOM’s control environment. | 4 |
| Finding 6 – No exceptions were noted in the AECOM’s fiscal health indicators..... | 4 |

AECOM Preaward Audit

Objectives, Scope, and Methodology

We have examined AECOM's proposed costs for the City of Santa Fe Springs Valley View Avenue Grade Separation Project to:

- Assess whether the Agreement includes the required fiscal provisions prescribed by 48 CFR, Chapter 1, Part 31.
- Determine if the costs proposed under the Agreement are reasonable in nature and amount, are adequately supported in relation to actual historical costs and estimating procedures and meet the requirements of Caltrans Local Assistance Procedures Manual (LAPM).
- Assess whether the financial management system, record keeping, and internal controls are adequate as required by Caltrans to accumulate and segregate reasonable, allocable, and allowable costs for billing purposes to meet criteria set forth in the Caltrans LAPM, 48 CFR Chapter 1, Part 31 and 49 CFR Part 18.
- Analyze the financial health of AECOM as required by Caltrans LAPM.

The Consultant, AECOM, is responsible for the fair presentation of the billed costs, ensuring compliance with the Agreement provisions and State and Federal regulations, and the adequacy of its financial management system to accumulate and segregate reasonable, allocable, and allowable costs.

We conducted this performance audit in accordance with generally accepted government auditing standards. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusion based on our audit objectives.

The performance audit was less in scope than a financial audit performed for the purpose of expressing an opinion on the Consultant's schedule of costs under the Agreement. Therefore, we did not audit and are not expressing an opinion on the Consultants schedule of cost proposed under the Agreement.

In addition, the performance audit was less in scope than an audit performed for the purpose of expressing an opinion on the Consultant's system of internal control over financial reporting and compliance. Therefore, we did not audit and are not expressing an opinion on the Consultant's system of internal control over financial reporting and compliance.

Per the Caltrans pre-award audit requirements, the performance audit consisted of a review of the agreement per Federal and Caltrans criteria, review of selected Consultant documentation (including, but not limited to the consultant's chart of accounts, accounting policies and procedures, employee payroll records, financial reports and

AECOM Preaward Audit

overhead rate audits), an assessment of the financial management system related to its ability to accumulate and segregate project costs, and analysis of the Consultant's audited financial statements from the last three years to assess fiscal health. Financial management changes subsequent to this date were not tested and accordingly, our conclusion does not pertain to changes arising after this date.

In addition, we reviewed the agreement to check for conformance to referencing cost principles set forth in CFR 48, Chapter 1, Part 31 for allowability of individual items of cost; CFR 49, Part 18, for administrative procedures are required by the Caltrans LAPM.

This review was conducted between September 9, 2011 and October 10, 2011.

Conclusion

Based on our performance audit, AECOM maintains an adequate financial management system and record keeping for billing purposes and meets criteria set forth in the Agreement, 48 CFR Part 31, 49 CFR Part 18, and the LAPM. Additionally, AECOM exhibits generally healthy financial performance.

AECOM Preaward Audit

Finding 1 - The Agreement does not include a reference to required CFR sections.

Caltrans' LAPM requires that contracts contain specific references to cost principles set forth in CFR 48, Chapter 1, Part 31 for allowability of individual items of cost, and CFR 49, Part 18, for administrative procedures. While the draft agreement between the City of Santa Fe Springs and AECOM contains language that the Consultant will comply with applicable federal, state and local laws, statutes, ordinances, orders, rules and regulations, it does not contain the specific provisions related to CFR references required by the LAPM.

Recommendation 1

Article 19 of the draft agreement between the City of Santa Fe Springs and AECOM should be updated to incorporate references to CFR 48, Chapter 1, Part 31 for allowability of individual items of cost and CFR 49, Part 18 for administrative procedures in order to maintain compliance with the LAPM.

An example of the additional language that the City may consider is: "Those laws, statutes, ordinances, rules, regulations and procedural requirements which are imposed on the City of Santa Fe Springs as a recipient of federal or state funds are hereby in turn imposed on CONSULTANT including but not limited to the cost principles (as applicable) in 48 Code of Federal Regulations Chapter 1 Part 31, and 49 Code of Federal Regulations Part 18, which are herein incorporated by this reference and made a part hereof."

Agency Comment

The City concurs with this finding and will incorporate the references to CFR 48, Chapter 1, Part 31 and CFR 49, Part 18 into the Agreement.

Finding 2 - AECOM's cost proposal is generally accurate.

We reviewed the AECOM cost proposal and found the rates, hours, and calculations to be accurate. One proposed engineer (J.Le), however, has not yet been hired as a full time employee by AECOM. As such, there were no historic payroll documents to accurately support the proposed rate. The AECOM resident engineer explained that payroll documents to support all personnel working on the project will be submitted with each invoice and can be used at that time to substantiate the engineer's pay rate.

Additionally, the AECOM cost proposal extends through calendar year 2014 and proposes a three percent increase in employee salary costs starting in January 2014, while maintaining the current field indirect cost rate of 122.63 percent. We find the salary increase as well as the continued use of the current indirect cost rate to be reasonable. At the start of calendar 2014, however, these rates will need to be substantiated by the City.

Recommendation 2

The City of Santa Fe Springs should validate the direct salary rate for J. Le once he begins working on the project in February, 2012. Additionally, all AECOM employee rates, starting in January 2014, should also be reviewed to ensure the rates are consistent with the proposed rate increase of three percent.

AECOM Preaward Audit

The City should also obtain any updated indirect cost rate audit reports from AECOM as they become available to ensure that the indirect cost rate does not fall below 122.63 percent for field office work.

Agency Comment

The City concurs with this finding and will: (1) validate the rate for J. Le once he begins working on the project, (2) review employee rates in 2014 to ensure compliance with the Agreement, and (3) obtain updated indirect cost rate audit reports from AECOM as they become available and compare the audited cost rate to the rate in the Agreement.

Finding 3 - No exceptions were noted in AECOM's chart of accounts.

We assessed AECOM's chart of accounts, indirect and direct expense categories for compliance with Federal Cost Principles and Procedures, 48 CFR Chapter 1, Part 31. These regulations govern allowable elements of costs. Our review of the Consultant's chart of accounts found it was detailed at a level that segregates direct and indirect accounts.

Finding 4 - No exceptions were noted in AECOM's indirect cost rate for fiscal year 2010.

CFR 48, Part 31, specifies that costs are permissible to the extent they are reasonable, allocable, and determined to be allowable under sections 31.201, 31.202, 31.203, and 31.205. Our review found that AECOM's indirect cost rate for both field and home was independently audited and found to be 122.63 percent for field office work and 157.97 percent for the home office for the year ending October 1, 2010. As the work for the City of Santa Fe Springs will be from a field office, the AECOM cost proposal correctly used a rate of 122.63 percent. Our review finds this rate to be reasonable.

Finding 5 - No exceptions were noted in the AECOM's control environment.

Caltrans LAPM requires that the Consultant's internal control environment, accounting system and control procedures provide the ability to record, process, summarize, and report contract and financial information. AECOM has an adequate system of accounting that enables them to accumulate and segregate reasonable, allocable and allowable costs through the use of their cost accounting system. Additionally, AECOM has appropriate internal controls over time keeping and reporting of chargeable work hours.

Finding 6 - No exceptions were noted in the AECOM's fiscal health indicators.

Caltrans LAPM requires an assessment of the Consultant's fiscal capability. We reviewed audited financial information and found no concerns with the Consultant's fiscal health ratios for each of the past three fiscal years, 2008 to 2010.

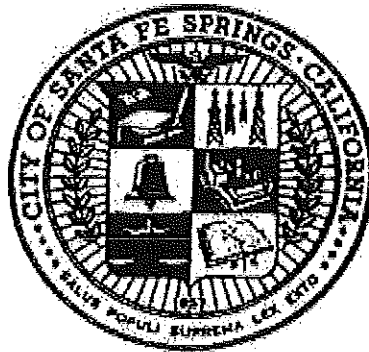
(PROPOSED)

PROFESSIONAL SERVICES AGREEMENT
NO. 2011-VVGS/PMCM

**BETWEEN THE
CITY OF SANTA FE SPRINGS
& AECOM TECHNICAL SERVICES, INC.**

VALLEY VIEW AVENUE GRADE SEPARATION

**PROJECT & CONSTRUCTION
MANAGEMENT SERVICES**



November 1, 2011

DEPARTMENT OF PUBLIC WORKS

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EXHIBITS:

- Exhibit "A" – Scope of Work
- Exhibit "B" – Summary of Compensation
- Exhibit "C" – Schedule of Fees

AGREEMENT FOR PROFESSIONAL SERVICES

("Agreement")

This Agreement is effective as of this ____ day of _____, 2011, by and between the City of Santa Fe Springs, 11710 Telegraph Road, Santa Fe Springs, CA 90670, a municipal corporation of the state of California (hereinafter referred to as "CITY"), and AECOM Technical Services, Inc., 999 Town and Country Road, Orange, CA 92868 (hereinafter referred to as "CONSULTANT"),

WITNESSETH:

WHEREAS, CITY requires CONSULTANT to provide Project and Construction Management Services for the Valley View Avenue Grade Separation Project; and

WHEREAS, said work cannot be performed by the employees of CITY; and

WHEREAS, CONSULTANT has represented that it has the requisite personnel and experience and is capable of performing such services; and

WHEREAS, CONSULTANT wishes to perform these services; and

WHEREAS, the City Council for CITY agreed to award a contract to CONSULTANT on October 27, 2011;

NOW, THEREFORE, it is mutually understood and agreed by CITY and CONSULTANT as follows:

ARTICLE 1. COMPLETE AGREEMENT

This Agreement, including all exhibits and documents incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the terms and conditions of the agreement between CITY and CONSULTANT and it supersedes all prior representations, understandings and communications. CITY's failure to insist in any one or more instances upon the performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of CITY's right to such performance by CONSULTANT or to future performance of such terms or conditions and CONSULTANT obligation in respect thereto shall continue in full force and effect. Changes to any portion of this Agreement shall not be binding upon CITY except when specifically confirmed in writing by an authorized representative of CITY by way of a written Amendment to this Agreement and issued in accordance with the provisions of this Agreement.

ARTICLE 2. CITY DESIGNEE

The City Manager of CITY, or his designee, shall have the authority to act for and exercise any of the rights of CITY as set forth in this Agreement.

ARTICLE 3. SCOPE OF WORK

A. CONSULTANT shall perform the work necessary to complete in a manner reasonably satisfactory to CITY the services set forth in Exhibit A, entitled "Scope of Work," which is attached to and, by this reference, incorporated in and made a part of this Agreement.

B. CONSULTANT shall provide the personnel listed below to perform the above-specified services, which persons are hereby designated as key personnel under this Agreement.

| <u>Names</u> | <u>Functions</u> |
|---------------|-------------------------------|
| Greg Hefter | Project Manager |
| Peter Ho | Resident Engineer |
| Solomon Choi | Assistant Resident Engineer |
| Patrick Bryan | Railroad Coordinator |
| Eng Yeong | Structural Engineer/Inspector |

C. No person named in paragraph B of this Article, or his/her successor approved by CITY, shall be removed or replaced by CONSULTANT, nor shall his/her agreed-upon function or level of commitment hereunder be changed, without the prior written consent of CITY which consent shall not be unreasonably withheld. Should the services of any key person become no longer available to CONSULTANT, the resume and qualifications of the proposed replacement shall be submitted to CITY for approval as soon as possible, but in no event later than seven (7) calendar days prior to the departure of the incumbent key person, unless CONSULTANT is not provided with such notice by the departing employee. CITY shall respond to CONSULTANT within seven (7) calendar days following receipt of these qualifications concerning acceptance of the candidate for replacement.

ARTICLE 4. TERM OF AGREEMENT

This Agreement shall commence upon the effective date of this Agreement, and shall continue in full force and effect through September 30, 2014, unless earlier terminated or extended as provided hereunder.

ARTICLE 5. MAXIMUM PAYMENT OBLIGATION

A. CONSULTANT is to be compensated under an "Actual Cost Plus Fixed Fee" contract. Compensation for CONSULTANT services will be based on actual costs using the hourly rates specified in Exhibit C (Schedule of Fees), plus overhead costs at the approved overhead rate. In addition to actual costs, CONSULTANT shall also be entitled to a Fixed Fee as defined in Subsection "B" of this Article. When Task Order(s) are issued the compensation for each Task Order will be subject to an overall cap with a not-to-exceed total budget for the Task Order, which shall include the Fixed Fee for that Task Order. CONSULTANT shall use 2011 audited hourly rates for all work performed by CONSULTANT from the effective date of this Agreement through December 31, 2011. CONSULTANT shall be entitled to a maximum adjustment of three percent (3%) in hourly rates effective January 1, 2012 and said adjusted hourly rates shall remain fixed for, and be applicable to, all work performed by CONSULTANT through December 31, 2013. CONSULTANT shall be entitled to a maximum adjustment of three percent (3%) in hourly rates effective January 1, 2014 and said adjusted hourly rates shall remain fixed for, and be applicable to, all work performed by CONSULTANT through September 30, 2014. The compensation limitations are applicable to all subcontractors as well.

B. CONSULTANT shall be entitled to receive a maximum Total Fixed Fee of THREE HUNDRED TWENTY TWO THOUSAND FORTY EIGHT DOLLARS (\$322,048) for full and complete performance of work under this Agreement. The Total Fixed Fee shall remain fixed for the duration of the contract and shall be paid by CITY in accordance with Exhibit B (Summary of Compensation). CITY and CONSULTANT mutually agree that in the event this Agreement is terminated in accordance with Article 13 of this Agreement, the obligation of CITY to CONSULTANT for payment of the Total Fixed Fee may be less than the Total Fixed Fee and will be established through negotiations between CITY and CONSULTANT.

C. Compensation paid to CONSULTANT by CITY for goods and services provided by subcontractors shall be limited to the actual amount paid by CONSULTANT to the subcontractor and subject to the limitations set forth in Subsection A of this Article. Compensation shall not include any costs arising from the letting, administration or supervision of performance of the subcontract, which costs are included in the hourly rates payable to CONSULTANT.

D. Notwithstanding any provisions of this Agreement to the contrary, CITY and

CONSULTANT mutually agree that CITY's maximum cumulative payment obligation for the full and complete performance of work under this Agreement shall be **FIVE MILLION NINE HUNDRED FIFTY SIX THOUSAND THREE HUNDRED NINETY NINE DOLLARS (\$5,956,399)** as shown on Exhibit B (Summary of Compensation), inclusive of the Total Fixed Fee described in Subsection "B" of this Article, and shall include full and complete compensation payable to CONSULTANT for its fixed fee, subcontracts, leases, materials, profit and all other costs arising from this Agreement. CITY will not reimburse CONSULTANT for any expenses not included on Exhibit B unless such other expenses have been authorized in writing by CITY.

ARTICLE 6. PAYMENT

For CONSULTANT's full and complete performance of its obligations under this Agreement and subject to the maximum cumulative payment obligation provision set forth in Article 5, CITY shall pay CONSULTANT on a Time and Expense basis in accordance with the following provisions.

A. For each full hour of labor performed by CONSULTANT which is directly incurred by its personnel in the performance of work under this Agreement, CITY shall pay CONSULTANT at the hourly labor rates specified in Exhibit C (Schedule of Fees).

B. Payment of the Fixed Fee associated with each Task Order issued to CONSULTANT shall be made in monthly installments beginning with the first monthly invoice for the task order until such time as the full amount of the Fixed Fee for the task order has been paid by CITY.

C. CONSULTANT shall invoice CITY on a monthly basis for payments corresponding to the labor hours expended by CONSULTANT. Work completed shall be documented in a monthly progress report prepared by CONSULTANT, which shall accompany each invoice submitted by CONSULTANT. CONSULTANT shall also furnish such other information as may be reasonably requested by CITY to substantiate the validity of an invoice. At its sole discretion, CITY may decline to make full payment for any work until such time as CONSULTANT has documented to CITY 's reasonable satisfaction, that CONSULTANT has fully completed all work required, provided that CITY shall pay undisputed amounts. CITY's payment in full for any work completed shall not constitute CITY's final acceptance of CONSULTANT's work under such task; final acceptance shall occur only when CITY's release of the retention described in paragraph D.

D. As partial security against CONSULTANT's failure to satisfactorily fulfill all of its obligations under this Agreement, CITY shall retain five percent (5%) of the amount of each invoice submitted for payment by CONSULTANT. All retained funds shall be released by CITY and shall be paid to CONSULTANT within thirty (30) calendar days of recordation of the Notice of Completion, unless, CITY elects to audit CONSULTANT's records in accordance with Article 16 of this Agreement. If CITY elects to audit, retained funds shall be paid to CONSULTANT within thirty (30) calendar days of completion of such audit in an amount reflecting any adjustment required by such audit. CONSULTANT agrees to release subcontractor retention within the time permitted by law. These prompt payment provisions are required to be incorporated in all subcontract agreements issued by CONSULTANT.

E. Invoices shall be submitted by CONSULTANT on a monthly basis and shall be submitted in duplicate to CITY's Department of Public Works. Each invoice shall be accompanied by the monthly progress report specified in paragraph C of this Article. CITY shall remit payment within thirty (30) calendar days of the receipt of each invoice. Each invoice shall include the following information:

- 1) Agreement No. 2011-VVGS/PMCM; and
- 2) Specify the labor for which payment is being requested; and
- 3) The time period covered by the invoice;
- 4) Labor (staff name, hours charged, hourly billing rate, current charges and cumulative charges) performed during the billing period; and
- 5) Itemized expenses including support documentation incurred during the billing period; and
- 6) Total monthly invoice (including project-to-date cumulative invoice amount)
- 7) Monthly Progress Report; and
- 8) Certification signed by the CONSULTANT or his/her designated alternate that:
 - i.) The invoice is a true, complete and correct statement of reimbursable costs and progress; and
 - ii.) The backup information included with the invoice is true, complete and correct in all material respects; and
 - iii.) All payments due and owing to subcontractors and suppliers

- have been made; and
- iv.) Timely payments will be made to subcontractors and suppliers from the proceeds of the payments covered by the certification and;
 - v.) The invoice does not include any amount which CONSULTANT intends to withhold or retain from a subcontractor or supplier unless so identified on the invoice; and
 - vi.) Any other information as agreed or requested by CITY to substantiate the validity of an invoice.

ARTICLE 7. NOTICES

All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be effected by delivery of said notices in person or by depositing said notices in the U.S. mail, registered or certified mail, returned receipt requested, postage prepaid and addressed as follows:

To CONSULTANT:

AECOM Technical Services, Inc.
999 Town & Country Road
Orange, CA 92868

ATTENTION: Peter Ho, P.E.
Vice President
Tel: (323) 855 – 1670

e-mail: peter.ho@aecom.com

To CITY:

City of Santa Fe Springs
11710 Telegraph Road
P.O. Box 2120
Santa Fe Springs, CA 90604

ATTENTION: Donald K. Jensen
Director of Public Works
Tel: (562) 409 -7540

email: donjensen@santafesprings.org

ARTICLE 8. INDEPENDENT CONTRACTOR

A. CONSULTANT's relationship to CITY in the performance of this Agreement is that of an independent contractor. CONSULTANT's personnel performing services under this Agreement shall at all times be under CONSULTANT's exclusive direction and control and shall be employees of CONSULTANT and not employees of CITY. CONSULTANT shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.

B. CONSULTANT shall perform and exercise, and require its subconsultants and suppliers to perform and exercise due professional care and competence in the performance under this Contract. CONSULTANT shall be responsible for the professional quality, technical accuracy, completeness and coordination of Contract, it being understood that CITY will be relying upon CONSULTANT's professional competency.

ARTICLE 9. INSURANCE

A. CONSULTANT shall procure and continuously maintain in full force and affect through contract completion, insurance coverage's specified herein. Coverages shall not be subject to self-insurance provisions. Each policy shall include 10-days notice of cancellation for non-payment of a premium or for any other reasons; or, if such is not included in a policy, CONSULTANT represents that it shall provide prompt notice within five business days of cancellation to CITY. A copy of any notice of occurrences of claims under liability policies and arising out of this Agreement shall be provided to the City Attorney's office with copies to CITY's Director of Public Works. CONSULTANT shall provide the following insurance coverage:

1. Commercial General Liability, This insurance must contain broad form contractual liability with a combined single limit of a minimum of \$5,000,000 each occurrence and an aggregate limit of at least \$10,000,000. Coverage must be purchased on a post 1998 ISO occurrence form or equivalent and include coverage for, but not limited to the following: Bodily Injury and Property Damage, Personal Injury and Advertising Injury, Products and completed operations. This policy must contain the following endorsements, which must be attached to the certificate of insurance:

a. It is agreed that the workers' compensation and employers' liability related exclusions in the commercial General Liability insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to Railroad employees.

c. The definition of insured contract must be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.

d. Any exclusion related to the explosion, collapse, and underground hazards must be removed.

e. A waiver of subrogation in favor of the CITY, its officers, directors, employees and agents, as well as those Parties identified in the Contract Documents.

2. Business Automobile Insurance. This insurance must contain combined single

limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following: Bodily injury and property damage, any and all vehicles owned, used, rented or leased.

3. Workers' Compensation and Employers Liability insurance including coverage for, but not limited to:

a. California's statutory liability under the worker's compensation laws of the State of California with a waiver of subrogation favorable to the CITY, BNSF, the City of La Mirada, as well as those Parties identified in the Contract Documents.

b. Employers' Liability (Part B) with limits of at least \$1,000,000 each accident, \$1,000,000 by disease policy limit, \$1,000,000 by disease each employee.

4. Professional Liability Insurance (PLI) including coverage for, but not limited to the following:

a. Negligent or wrongful acts, errors or omissions, or failure to render services in connection with the professional services to be provided under this Agreement. This insurance shall protect against claims arising from professional services of the insured, or by its employees, agents, or contractors, and include coverage (or no exclusion) for limited contractual liability.

b. CONSULTANT shall maintain PLI coverage in the amount of Five Million Dollars (\$5,000,000) per claim and in the aggregate, which covers work to be performed pursuant to this Agreement and that it will keep such insurance or its equivalent in effect at all times during performance of said Agreement and for two (2) years following acceptance of completed project by CITY. The PLI coverage limit for Subcontractors shall be One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate.

5. Railroad Protective Liability insurance naming only the Railroad as the insured with coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. For purposes of this section, Railroad means "Burlington Northern Santa Fe Corporation", "BNSF RAILWAY COMPANY" and the subsidiaries, successors, assigns and affiliates of each. The policy shall be issued on a standard ISO form CG 00 351093 and include the following:

- Endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93)
- Endorsed to include the Limited Seepage and Pollution Endorsement.
- Endorsed to remove any exclusion for punitive damages.

- No other endorsements restricting coverage may be added.
- The original policy must be provided to the Railroad prior to performing any work or services under this Agreement.

In lieu of providing a Railroad Protective Liability Policy, Licensee may participate in Licensors Blanket Railroad Protective Liability Insurance policy available to CONSULTANT. Other requirements:

a. All policies where allowed by law (applying to coverage listed above) must not contain exclusions for punitive damages and certificates of insurance must reflect that no exclusion exists.

b. For Commercial General Liability and Business Automobile Liability, CONSULTANT agrees to waive its right of recovery against Railroad and CITY for all claims and suits against Railroad and CITY. In addition, its insurers (except for Commercial General Liability and Business Automobile Liability), through the terms of the policy or policy endorsement, waive their right of subrogation against Railroad and CITY for all claims and suits. The certificate of insurance must also have attached the waiver of subrogation endorsement. CONSULTANT further waives its right of recovery, and its insurers also waive their right of subrogation against Railroad and CITY for loss of its owned or leased property or property under CONSULTANT's care, custody or control.

c. CONSULTANT is not allowed to self-insure without the prior written consent of Railroad. If granted by Railroad, any deductible, self-insured retention or other financial responsibility for claims must be covered directly by CONSULTANT in lieu of insurance. Any and all Railroad liabilities that would otherwise, in accordance with the provisions of this Agreement, be covered by CONSULTANT's insurance will be covered as if CONSULTANT elected not to include a deductible, self-insured retention or other financial responsibility for claims.

d. Prior to commencing the Work, CONSULTANT must furnish to Railroad and CITY a reasonably acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments. The policy(ies) must contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify Railroad in writing at least 30 days (10 days for nonpayment of premium) prior to any cancellation, non-renewal, substitution or material alteration; or, if such is not provided for in a policy, CONSULTANT represents that it shall provide such notice. This cancellation provision

must be indicated on the certificate of insurance. CONSULTANT should send the certificate(s) to the following address:

BNSF Railway Company
Insurance Compliance
P.O. Box 1201 - BN
Hemet, CA 92546-8010
Fax number: 951-652-2882
Email: bnsf@ebix.com

e. Any insurance policy must be written by a reputable insurance company reasonably acceptable to Railroad or with a current Best's Guide Rating of A- and Class VII or better, and authorized or approved to do business in the State of California.

f. CONSULTANT represents that this Agreement has been thoroughly reviewed by CONSULTANT's insurance agent(s)/broker(s), who have been instructed by CONSULTANT to procure the insurance coverage required by this Agreement. Allocated Loss Expense must be in addition to all policy limits for coverage referenced above. Not more frequently than once every five years, Railroad may reasonably modify the required insurance coverage to reflect the current risk management practices in the railroad industry and underwriting practices in the insurance industry provided that CONSULTANT shall be reimbursed for any additional costs it incurs due to any modification of the terms herein.

g. Failure to provide evidence as required by this section will entitle, but not require, Railroad and CITY to terminate this Agreement upon ten (10) days written notice. Acceptance of a certificate that does not comply with this section will not operate as a waiver of CONSULTANT's obligations hereunder.

h. The fact that insurance (including, without limitation, self-insurance) is obtained by CONSULTANT will not be deemed to release or diminish the liability of CONSULTANT including, without limitation, liability under indemnity provisions of this Agreement. Damages recoverable by Railroad and CITY will not be limited by the amount of the required insurance coverage.

6. Subcontractor's Insurance. CONSULTANT shall cause each subcontractor to purchase and maintain insurance coverage as set forth in this Article, however CONSULTANT may permit a subcontractor to procure and maintain alternative

minimum limits of insurance coverage as recommended by the CONSULTANT and approved by CITY. However, the CONSULTANT shall be responsible and liable for any failure or deficiency by the subcontractor to comply with the insurance requirements required by CONSULTANT.

a. Prior to commencement of any work herebf, CONSULTANT shall furnish to CITY with a broker-issued insurance certificate, including an insurance company issued endorsement showing the required insurance coverage and further providing that:

1. CITY, its officers, directors, employees and the City of La Mirada have been named as additional insured on Commercial General Liability and Automobile Liability certificates and on the insurance policy endorsement with respect to performance hereunder; and

2. That coverage shall be primary and noncontributory as to any other insurance with respect to performance hereunder; and

3. All certificates shall state "SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED OR MODIFIED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS." An endorsement to the policy shall state Thirty (30) days, or ten (10) days for non-payment of premium, prior written notice of cancellation or material change be given to CITY; or, if any policy does not provide for such notice, CONSULTANT shall provide the notice promptly to CITY.

4. Failure of CITY to demand such certificate or other evidence of full compliance with these insurance requirements or failure of CITY to identify a deficiency from evidence that is provided shall not be constructed as a waiver of CONSULTANT's obligation to maintain such insurance.

5. CITY shall have the right, but not the obligation, to prohibit CONSULTANT or any subcontractor from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by CITY.

6. Failure to maintain the insurance required shall constitute an event of default of this Agreement and shall allow CITY to terminate this Agreement upon ten (10) days written notice at CITY's option. If CONSULTANT fails to maintain the insurance as set forth herein, CITY shall have the right, but not the obligation, to purchase said insurance at CONSULTANT's expense.

- a. "Occurrence," as used herein, means any event or related exposure to conditions, which results in bodily injury or property damage.
- b. The Certificate of Insurance shall reference Agreement Number 2011-VVGS/PMCM and, Donald K. Jensen, Director of Public Works.
- c. CITY shall notify CONSULTANT in writing of any changes in the requirements to insurance required to be provided by CONSULTANT. Except as set forth in this Article, any additional cost from such change shall be paid by CITY and any reduction in cost shall reduce the contract price pursuant to a change order.
- d. By requiring the insurance as set out in this section, CITY does not represent that coverage and limits will necessarily be adequate to protect CONSULTANT, and such coverage and limits shall not be deemed as a limitation on CONSULTANT's liability under the indemnities provided to CITY in this Agreement, or any other provision of the Contract Documents.
- e. The insurance requirements set in this section are independent from all other obligations of CONSULTANT under this Agreement and apply whether or not required by any other provision of this Agreement.
- f. CITY shall incorporate into CITY's contract with the prime contractor for the Project the requirement that CONSULTANT be named as an additional insured, with coverage afforded to CONSULTANT equal to the coverage that CITY requires be provided to CITY.

ARTICLE 10. ORDER OF PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, including all exhibits; (2) the provisions of CITY's Request for Proposals dated April 28, 2011; (3) CONSULTANT's technical proposal dated June 3, 2011, CONSULTANT's Final Cost Proposal dated September 6, 2011 and (4) all other documents, if any, cited herein or incorporated by reference.

ARTICLE 11. CHANGES

By written notice or order, CITY may, from time to time, order a work suspension and/or make changes in the general scope of this Agreement, including, but not limited to, the services furnished to CITY by CONSULTANT as described in Exhibit A. If any such work suspension or change causes an increase or decrease in the price of this

Agreement or in the time required for its performance, CONSULTANT shall promptly notify CITY thereof and assert its claim for adjustment within ten (10) days after the change or work suspension is ordered, and an equitable adjustment shall be negotiated. However, nothing in this clause shall excuse CONSULTANT from proceeding immediately with the Agreement as changed.

ARTICLE 12. DISPUTES

A. Except as otherwise provided in this Agreement, any dispute concerning a question or fact arising under this Agreement which is not disposed of by supplemental agreement shall be decided by CITY's City Manager, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to CONSULTANT. The decision of the City Manager shall be final and conclusive.

B. The provisions of this Article shall not be pleaded in any suit involving a question of fact arising under this Agreement as limiting judicial review of any such decision to cases where fraud by such official or his representative or board is alleged, provided, however, that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this Article, CONSULTANT shall be afforded an opportunity to be heard and to offer evidence in support of its appeal.

C. Pending final decision of a dispute hereunder, CONSULTANT shall proceed diligently with the performance of this Agreement and in accordance with the decision of the City Manager of CITY. This "Disputes" clause does not preclude consideration of questions of law in connection with decisions provided for above. Nothing in this Agreement, however, shall be construed as making final the decision of any CITY official or representative on a question of law, which questions shall be settled in accordance with the laws of the state of California.

ARTICLE 13. TERMINATION

A. CITY may terminate this Agreement for its convenience at any time, in whole or part, including the loss of State or Federal funding that is essential to the completion of the Project, by giving CONSULTANT fourteen (14) calendar days written notice thereof. Upon said notice, CITY shall pay CONSULTANT its allowable costs incurred to date of termination and those allowable costs determined by CITY to be reasonably

necessary to effect such termination. Thereafter, CONSULTANT shall have no further claims against CITY under this Agreement.

B. CITY may terminate this Agreement for CONSULTANT's default if a federal or state proceeding for the relief of debtors is undertaken by or against CONSULTANT, or if CONSULTANT makes an assignment for the benefit of creditors, or if CONSULTANT breaches any term(s) or violates any provision(s) of this Agreement and does not cure such breach or violation within ten (10) calendar days after written notice thereof by CITY. CONSULTANT shall be liable for all reasonable costs incurred by CITY as a result of such default including, but not limited to, reprourement costs of the same or similar services defaulted by CONSULTANT under this Agreement.

ARTICLE 14. INDEMNIFICATION

A. CONSULTANT shall indemnify, defend and hold harmless CITY, its officers, directors, and employees from and against claims (including attorneys' fees and reasonable expenses for litigation or settlement) for loss or damages, bodily injuries, including death, damage to property to the extent caused by the negligent acts, omissions or willful misconduct by CONSULTANT, its officers, directors, employees, agents, subcontractors or suppliers in connection with or arising out of the performance of this Agreement.

B. CONSULTANT shall indemnify, defend and hold harmless City of La Mirada, its officers, directors, and employees from and against claims (including attorneys' fees and reasonable expenses for litigation or settlement) for loss or damages, bodily injuries, including death, damage to or loss of use of property to the extent caused by the negligent acts, omissions or willful misconduct by CONSULTANT, its officers, directors, employees, agents, subcontractors or suppliers in connection with or arising out of the performance of this Agreement.

C. CONSULTANT's obligation regarding defense under this indemnity provision shall extend only to the reimbursement of defense fees and costs to the extent caused by CONSULTANT's negligence.

ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS

A. Neither this Agreement nor any interest herein nor claim hereunder may be assigned by CONSULTANT either voluntarily or by operation of law, nor may all or any part of this Agreement be subcontracted by CONSULTANT, without the prior written

consent of CITY. Consent by CITY shall not be deemed to relieve CONSULTANT of its obligations to comply fully with all terms and conditions of this Agreement.

B. CITY hereby consents to CONSULTANT's subcontracting of portions of the Scope of Work to the parties identified below for the functions described in CONSULTANT's proposal. CONSULTANT shall include in the subcontract agreement the stipulation that CONSULTANT, not CITY, is solely responsible for payment to the subcontractor for the amounts owing and that the subcontractor shall have no claim, and shall take no action, against CITY, its officers, directors, employees or sureties for nonpayment by CONSULTANT.

C. No subcontractor named in paragraph B of this Article, shall be removed or replaced by CONSULTANT, without the prior written consent of CITY. Should the services of any key subcontractor become no longer available to CONSULTANT, the qualifications of the proposed replacement shall be submitted to CITY for approval as soon as possible, but in no event later than seven (7) calendar days prior to the termination of CONSULTANT's contractor with the subcontractor. CITY shall respond to CONSULTANT within seven (7) calendar days following receipt of these qualifications concerning acceptance of the replacement subcontractor.

D. CONSULTANT shall pay all subcontractors for services performed, not later then ten (10) days after receipt of each payment as required in compliance with 49 CFR Part 26.29. Any violation of this requirement will result in payment to the subcontractor a penalty of two percent (2%) of the amount due per month for every month that payment is not made.

| Subcontractor Name/Address | Functions |
|---|---|
| 1. Analyzer International, Inc. (UDBE) 2287 Oak Hills Drive Pittsburg, CA 94565 | Construction and Structures Inspection |
| 2. AESCO (UDBE) 17782 Georgetown Lane, Huntington Beach, CA 92647 | Geotechnical Engineering |
| 3. BetKon (UDBE) 11801 Pierce Street, 2 nd Floor Riverside, CA 92505 | Community Relations |

| | |
|---|-------------------------------|
| 4. Coast Surveying (DBE) 15031 Parkway Loop, Ste. B Tustin, CA 92780 | Surveying |
| 5. Padilla & Associates (UBDE) 1620 N. Placentia Avenue Placentia, CA 92870 | Labor Compliance |
| 6. Sequoia Consultants (DBE) 361 W. Grove Avenue Orange, CA 92865 | Material testing and Sampling |
| 7. Safework (UDBE) 21550 Oxnard Street, Suite 570 Woodland Hills, CA 91367 | Safety Compliance Monitoring |

ARTICLE 16. AUDIT AND INSPECTION OF RECORDS

A. CONSULTANT acknowledges that CITY has completed a pre-award audit of CONSULTANT in accordance with Caltrans Local Assistance Program Manual. CONSULTANT agrees to resolve all audit findings to the satisfaction of CITY within forty-five (45) days of issuance of the audit report. This requirement shall also apply to any audited Subcontractor.

B. CONSULTANT shall provide CITY, or other agents of CITY, such access to CONSULTANT's accounting books, records, work data, documents and facilities, as CITY deems necessary. CONSULTANT shall maintain such books, records, data and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during CONSULTANT's performance hereunder and for a period of four (4) years from the date of final payment by CITY. CITY's right to audit books and records directly related to this Agreement shall also extend to all first-tier subcontractors identified in Article 15 of this Agreement. CONSULTANT shall permit any of the foregoing parties to reproduce documents by any means whatsoever or to copy excerpts and transcriptions as reasonably necessary.

ARTICLE 17. CONFLICT OF INTEREST

CONSULTANT agrees to avoid organizational conflicts of interest. An organizational conflicts of interest means that due to other activities, relationships or

contracts, the CONSULTANT is unable, or potentially unable to render impartial assistance or advice to the CITY; CONSULTANT's objectivity in performing the work identified in the Scope of Work is or might be otherwise impaired; or the CONSULTANT has an unfair competitive advantage. CONSULTANT is obligated to fully disclose to the CITY in writing Conflict of Interest issues as soon as they are known to the CONSULTANT. All disclosures must be submitted in writing to CITY pursuant to the Notice provision herein. This disclosure requirement is for the entire term of this Agreement.

ARTICLE 18. REQUIREMENTS FOR DESIGN PROFESSIONAL SERVICES

A. All design and engineering work furnished by CONSULTANT shall be performed by or under the supervision of persons licensed to practice surveying, engineering or architecture (as applicable) in the state of California, by personnel who are careful, skilled, experienced and competent in their respective trades or professions, who are professionally qualified to perform the work in accordance with the contract documents and who shall assume professional responsibility for the accuracy and completeness of the design and construction documents prepared or checked by them.

B. To the fullest extent permitted by law (including without limitation, Section 2782.8 of the California Civil Code), when the services to be provided under this Agreement are design professional services to be performed by a design professional, as that term is defined under said Section 2782.8, CONSULTANT shall indemnify, protect, defend and hold harmless City and any and all of its boards, officers, or employees from and against all claims, charges, demands, costs, expenses (including counsel fees), judgments, civil fines and penalties, liabilities or losses which may be sustained or suffered by or secured against the City, its boards, officers, and/or employees that arise out of or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, or including its officers, employees, agents or Subcontractors, excepting only liability resulting from the negligence or willful misconduct of City or any other party for whom CONSULTANT is not legally liable.

ARTICLE 19. FEDERAL, STATE AND LOCAL LAWS

CONSULTANT warrants that in the performance of this Agreement, it shall exercise customary skill and care to endeavor to comply with all applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and regulations

promulgated thereunder. Those laws, statutes, ordinances, rules, regulations and procedural requirements which are imposed on the CITY as a recipient of federal or state funds are hereby imposed on CONSULTANT including, but not limited to the cost principles (as applicable) in 48 Code of Federal Regulations Chapter 1 Part 31, and 49 Code of Federal Regulations Part 18, which are herein incorporated by this reference and made a part hereof.

ARTICLE 20. EQUAL EMPLOYMENT OPPORTUNITY

In connection with its performance under this Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. CONSULTANT shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, age or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

ARTICLE 21. PROHIBITED INTERESTS

CONSULTANT covenants that, for the term of this Agreement, no director, member, officer or employee of CITY during his/her tenure in office/employment or for one (1) year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE 22. OWNERSHIP OF REPORTS AND DOCUMENTS

A. The originals of all letters, documents, reports, electronic files and other products and data produced under this Agreement shall be delivered to, and become the property of CITY. Copies may be made for CONSULTANT's records but shall not be furnished to others without written authorization from CITY. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by CITY.

B. All ideas, memoranda, specifications, plans, manufacturing, procedures, drawings, descriptions, and all other written information submitted to CONSULTANT in connection with the performance of this Agreement shall not, without prior written approval of CITY, be used for any purposes other than the performance for this project, nor be disclosed to an entity not connected with the performance of the project.

CONSULTANT shall comply with the policies of CITY regarding such material. Nothing furnished to CONSULTANT, which is otherwise known to CONSULTANT or becomes generally known to the related industry or which is required to be disclosed by operation of law shall be deemed confidential. CONSULTANT shall not use CITY's name, photographs of the project, or any other publicity pertaining to the project in any professional publication, magazine, trade paper, newspaper, seminar or other medium without the express written consent of CITY.

C. No copies, sketches, computer graphics or graphs, including graphic art work, are to be released by CONSULTANT to any other person or agency except after prior written approval by CITY, except as necessary for the performance of services under this Agreement or as may be required to be disclosed by operation of law. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be handled only by CITY unless otherwise agreed to by CONSULTANT and CITY.

ARTICLE 23. PATENT AND COPYRIGHT INFRINGEMENT

A. In lieu of any other warranty by CITY or CONSULTANT against patent or copyright infringement, statutory or otherwise, it is agreed that CONSULTANT shall defend at its expense any claim or suit against CITY on account of any allegation that any item furnished under this Agreement or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U. S. letters patent or copyright and CONSULTANT shall pay all costs and damages finally awarded in any such suit or claim, provided that CONSULTANT is promptly notified in writing of the suit or claim and given CITY, information and assistance at CONSULTANT's expense for the defense of same. However, CONSULTANT will not indemnify CITY if the suit or claim results from: (1) CITY's alteration of a deliverable, such that said deliverable in its altered form infringes upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by CONSULTANT when such use in combination infringes upon an existing U.S. letters patent or copyright.

B. CONSULTANT shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof. CONSULTANT shall not be obligated to indemnify CITY under any settlement made without CONSULTANT's consent or in the event CITY fails to cooperate fully in the defense of any suit or claim, provided,

however, that said defense shall be at CONSULTANT's expense. If the use or sale of said item is enjoined as a result of such suit or claim, CONSULTANT, at no expense to CITY, shall obtain for CITY the right to use and sell said item, or shall substitute an equivalent item acceptable to CITY and extend this patent and copyright indemnity thereto.

ARTICLE 24. FINISHED AND PRELIMINARY DATA

A. All of CONSULTANT's finished technical data, including but not limited to illustrations, photographs, tapes, software, software design documents, including without limitation source code, binary code, all media, technical documentation and user documentation, photoprints, photographs and other graphic information required to be furnished under this Agreement, shall be CITY's property upon payment and shall be furnished with unlimited rights and, as such, shall be free from proprietary restriction except as elsewhere authorized in this Agreement. CONSULTANT further agrees that it shall have no interest or claim to such finished, CITY-owned, technical data; furthermore, said data is subject to the provisions of the Freedom of Information Act, 5 USC 552.

B. It is expressly understood that any title to preliminary technical data is not passed to CITY but is retained by CONSULTANT. Preliminary data includes roughs, visualizations, software design documents, layouts and comprehensives prepared by CONSULTANT solely for the purpose of demonstrating an idea or message for CITY's acceptance before approval is given for preparation of finished work.

ARTICLE 25. GENERAL WAGE RATES

A. All laborers and mechanics employed by CONSULTANT or subcontractor at any tier working on the construction site, will be paid unconditionally and not less often than once a week and without any subsequent deduction or rebate on any account (except such payroll deductions as are permitted or required by federal, state or local law, regulation or ordinance), the full amounts due at the time of payment computed at wage rates and per diem rate not less than the aggregate of the highest of the two basic hourly rates and rates of payments, contributions or costs for any fringe benefits contained in the current general prevailing wage rate(s) and per diem rate(s), established by the Director of the Department of Industrial Relations of the state of California, (as set forth in the Labor Code of the state of California, commencing at Section 1770 et. seq.), or as established by the Secretary of Labor (as set forth in Davis-

Bacon Act, 40 U.S.C. 267a, et. seq.), regardless of any contractual relationship which may be alleged to exist between CONSULTANT or subcontractor and their respective mechanics, laborers, journeypersons, workpersons, craftspersons or apprentices. Copies of the current General Prevailing Wage Determinations and Per Diem Rates are on file at CITY's offices and will be made available to CONSULTANT upon request. CONSULTANT shall post a copy thereof at each job site at which work hereunder is performed.

B. In addition to the foregoing, CONSULTANT agrees to comply with all other provisions of the Labor Code of the state of California, the Federal Contract Work Hours and Safety Standards Act, (40 U.S.C. 327-333), and the Copeland regulations of the Secretary of Labor (29 CFR 3), which are incorporated herein by reference, pertaining to workers performing work hereunder including, but not limited to, those provisions for work hours, payroll records and apprenticeship employment and regulation program. CONSULTANT agrees to insert or cause to be inserted the preceding clause in all subcontracts, which provide for workers to perform work hereunder regardless of the subcontractor tier.

ARTICLE 26. ALCOHOL AND DRUG POLICY

A. CONSULTANT agrees to establish and implement an alcohol and drug program that complies with 41 U.S.C sections 701-707, (the Drug Free Workplace Act of 1988), which is attached to this Agreement as EXHIBIT D, and produce any documentation necessary to establish its compliance with sections 701-707.

B. Failure to comply with this Article may result in nonpayment or termination of this Agreement.

ARTICLE 27. FORCE MAJEURE

Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or a material act or omission by the other party; when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.

ARTICLE 28. PRIVACY ACT

CONSULTANT shall comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. §552a. Among other things, CONSULTANT agrees to obtain the express consent of the Federal Government before the CONSULTANT or its employees operate a system of records on behalf of the Federal Government. CONSULTANT understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Agreement.

ARTICLE 29. STANDARD OF PERFORMANCE

A. CONSULTANT shall perform and exercise, and require its Subconsultants to perform and exercise due professional care and competence in the performance of the Services in accordance with the requirements of this Contract. CONSULTANT shall be responsible for the professional quality, technical accuracy, completeness and coordination of the Services, it being understood that CITY will be relying upon such professional quality, accuracy, completeness, and coordination in utilizing the Services. The foregoing obligations and standards shall constitute the "Standard of Performance" for purposes of this Contract. The provisions of this paragraph shall survive termination or expiration of this Contract and/or final payment thereunder.

B. All workers shall have sufficient skill and experience to perform the services assigned to them. CITY shall have the right, at its sole discretion, to require the removal of CONSULTANT's personnel at any level assigned to the performance of the services at no additional fee or cost to CITY, if CITY considers such removal in its best interests and requests such removal in writing and such request is not done for illegal reasons. Further, an employee who is removed from performing services under this Contract under this Article shall not be re-assigned to perform services under this Contract without CITY's prior written approval.

ARTICLE 30. PUBLIC RECORDS ACT

A. All records, documents, drawings, plans, specifications and other material relating to conduct of CITY's business, including materials submitted by CONSULTANT in its proposal and during the course of performing the services under this Contract, shall

become the exclusive property of CITY and may be deemed public records. Said materials may be subject to the provisions of the California Public Records Act. CITY's use and disclosure of its records are governed by this Act.

B. CITY will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definitions of trade secret, confidential or proprietary. CITY will accept materials clearly and prominently labeled "TRADE SECRET" or "CONFIDENTIAL" or "PROPRIETARY" as determined by CONSULTANT. CITY will endeavor to notify CONSULTANT of any request of the disclosure of such materials. Under no circumstances, however, will CITY be liable or responsible for the disclosure of any labeled materials whether the disclosure is required by law or a court order or occurs through inadvertence, mistake or negligence on the part of CITY or its officers, employees and/or CONSULTANT.

C. In the event of litigation concerning the disclosure of any material submitted by CONSULTANT, CITY's sole involvement will be as a stakeholder, retaining the material until otherwise ordered by a court. CONSULTANT, at its sole expense and risk, shall be responsible for prosecuting or defending any action concerning the materials, and shall defend, indemnify and hold CITY harmless from all costs and expenses, including attorney's fees, in connection with such action.

ARTICLE 31. CONFIDENTIALITY

Except as otherwise permitted herein, CONSULTANT agrees that for and during the entire term of this Contract, any information, data, figures records, findings and the like received or generated by CONSULTANT in the performance of this Contract, shall be considered and kept as the private and privileged records of CITY and will not be divulged to any person, firm, corporation, or other entity except on the direct written authorization of CITY. Further, upon expiration or termination of this Contract for any reason, CONSULTANT agrees that it will continue to treat as private and privileged any information, data, figures, records and the like, and will not release any such information to any person, firm, corporation or other entity, either by statement, deposition, or as a witness, except upon direct written CITY of CITY.

ARTICLE 32. FEDERAL FUNDING LIMITATION

CONSULTANT understands that funds to pay for performance by CONSULTANT

under this Contract are anticipated to be made available from the U.S. Department of Transportation through the Federal Highway Administration (FHWA). All funds must be approved and administered by FHWA. A portion of the obligation of CITY hereunder may be payable from funds that are appropriated and allocated by FHWA for the performance of this Contract. If funds are not allocated, or ultimately are disapproved by FHWA, the CITY may terminate or suspend CONSULTANT Services without penalty. CITY shall notify CONSULTANT promptly in writing of the non-allocation, delay, or disapproval of funding.

ARTICLE 33. COMPLIANCE WITH FEDERAL LOBBYING POLICIES

CONSULTANT has certified and disclosed in their Proposal submittal, for itself and for each subconsultant, at all tiers, performing work or services on the Contract, that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of the CITY, a Member Agency, any other state or Federal agency, a member of Congress, officer or an employee of Congress, or an employee of a member of Congress in connection with obtaining any Federally-funded contract, grant or any other award, covered by 31 U.S.C. 1352. CONSULTANT and subconsultants at every tier must have disclosed the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contact on its behalf with non-Federal funds with respect to Federally-funded contracts, grants or awards covered under the Lobbying Disclosure Act of 1995. Such disclosures are forwarded from tier to tier up to CONSULTANT, and from CONSULTANT to the CITY.

CONSULTANT shall file a certification and disclosure, as required by 49 CFR, when any of the following covered events occur:

- A. CONSULTANT has increased, by \$25,000 or more, the amount paid or expected to be paid for influencing or attempting to influence any covered Federally-funded action;
- B. CONSULTANT has changed the person(s) or individual(s) influencing or attempting to influence a covered Federally-funded action;
- C. A subcontractor, at any tier, in an amount of \$100,000 or more is awarded by the CONSULTANT for work or services included within the scope of this Contract;
- D. An amendment to this Contract, in an amount of \$100,000 or more, is approved by the CITY.

**ARTICLE 34. SUBCONTRACTOR'S CERTIFICATION REGARDING DEBARMENT,
SUSPENSION OR INELIGIBILITY**

CONSULTANT shall not knowingly enter into any subcontract exceeding \$100,000 with an entity or person who is debarred, suspended, or who has been declared ineligible from obtaining federal assistance funds; and shall require each subcontractor to complete the certification provided in the Form entitled "Certificate of Subcontractor Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion".

Each subcontract, regardless of tier, shall contain a provision that the subcontractor shall not knowingly enter into any lower tier subcontract with a person or entity who is debarred, suspended or declared ineligible from obtaining federal assistance funds, and a provision requiring each lower-tiered subcontractor provided the required certification.

ARTICLE 35. PERSONAL SERVICES AGREEMENT

A. During the term of this Agreement, CONSULTANT agrees that it will not enter into other contracts or perform any work without the written permission of CITY where the work may conflict with the interests of CITY as relates to this Project.

B. CONSULTANT acknowledges that it has been selected to perform the Scope of Work because of its experience, qualifications and expertise. Any assignment or other transfer of this Agreement or any part hereof shall be void provided, however, that CONSULTANT may permit subcontractors to perform portions of the Scope of Work in accordance with section 2.3. All subcontractors whom CONSULTANT utilizes, however, shall be deemed to be its agents and subcontractors' performance of the Scope of Work shall not be deemed to release CONSULTANT from its obligations under this Agreement or to impose any obligation on the City to such CONSULTANT(s) or give the subcontractor any rights against the City.

C. CONSULTANT represents and agrees that it has, and shall continue to have, adequate and proper facilities and personnel to perform the services and work agreed to be performed by it hereunder; that it is duly qualified by law to perform such services and work, and that it has not employed any person to solicit or procure this Agreement and has not made, and shall not make, any payment or any other agreement for the payment of any commission, percentage, brokerage, contingent fee, or other compensation in connection with the procurement of this agreement.

This Agreement shall be made effective upon execution by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written.

AECOM Technical Services, Inc.:

BY: _____

Peter Ho
Vice President

CITY OF SANTA FE SPRINGS:

BY: _____

Joseph D. Serrano, Sr.
Mayor

APPROVED AS TO FORM:

By: _____

Steve Skolnik
City Attorney

EXHIBIT A
SCOPE OF WORK

EXHIBIT A
SCOPE OF WORK
PROJECT & CONSTRUCTION MANAGEMENT SERVICES
VALLEY VIEW AVENUE GRADE SEPARATION PROJECT

CONSULTANT is being retained to provide Project & Construction Management (PM/CM) Services for the Valley View Avenue Grade Separation Project. Work will be ordered and controlled through the issuance of Task Orders for CONSULTANT Services and work may occur in parallel, may overlap, or may occur in sequence. The specific scope for each Task Order is defined below.

Task Order No. 1: Pre-Construction Services

Under this task order, CONSULTANT shall provide or perform the following services:

- 1.1 Project Management and Administration:** Provide and perform all regular and customary Project management services needed to facilitate the successful completion of the Project; coordinate and administer the construction contract on behalf of CITY. This sub-task shall include, but is not limited to, the following:
 - a. Meetings & Conferences:** Coordinate with CITY, conduct and participate in meetings and conferences as needed to facilitate the overall management of the Project and resolution of Project-related issues. This includes, but is not limited to, the following meetings:
 - Monthly Project Team meetings
 - Third-party coordination meetings
 - Meetings with CITY
 - b. Master Project Schedule:** Develop and maintain a Master Project Schedule to track all aspects of the Project and update the schedule on a monthly frequency, or as needed to reflect significant changes.
 - c. Monthly Project Status Report:** Prepare a Monthly Project Status Report that documents the overall status of the Project.
- 1.2 Constructability Review:** Review all design and construction documents for any discrepancies, deficiencies or omissions that are reasonably ascertainable and that, in the CONSULTANT's opinion, need to be addressed before the Project is advertised for bids. This includes plans, specifications, reports, right-of-way documents, calculations, construction phasing concepts and value engineering. CONSULTANT shall also develop a preliminary construction schedule for completing work within the time required in the contract documents considering interim milestones, phasing and constraints. In providing such review and recommendations, CONSULTANT shall not be responsible for having control over the design, design requirements, design criteria or the substance of the design documents and such reviews and recommendations are advisory only to CITY.

- 1.3 **Utility Coordination:** CITY is in the process of executing Utility Agreements for all utilities that need to be relocated to complete the Project. CONSULTANT shall assist CITY in resolving technical issues related to affected utilities and with getting agreements executed so utilities in conflict with the Project can be relocated in a timely manner.
- 1.4 **Project Management Transition:** Participate in meetings as needed and assist CITY with actions needed to facilitate the transition of Project Management responsibility from URS to CONSULTANT.
- 1.5 **Develop Project Management and Construction Management Procedures:** Develop and implement a comprehensive plan for the overall management of the Project and construction.
- 1.6 **Bid Support & Analysis:** Assist CITY with bidding of the Project. This shall include, but not be limited to, the following:
 - a. **Bid Documents:** Assist CITY with packaging of the plans and specifications for bidding.
 - b. **Bid Support:** Track, manage and respond to inquiries from potential bidders.
 - c. **Bid Analysis:** Assist CITY in reviewing and evaluating bids received and the formulation of a recommendation for contract award.
 - d. **Pre-Bid Meeting:** Conduct a mandatory Pre-Bid meeting with prime contractors, subcontractors, and other interested parties in accordance with the most current edition of the Construction Mandatory Pre-Bid Meeting Guide as issued by Caltrans. This meeting is to be held at least fourteen (14) calendar days prior to the date bids are to be submitted.
- 1.7 **Contract Award:** Assist CITY with formulating a recommendation for contract award and presentation of that recommendation to the City Council for CITY.
- 1.8 **Agreements Review:** Review Project-related agreements entered into by CITY to establish a basis of knowledge about project funding, deadlines and other associated requirements.
- 1.9 **Funding and Reimbursement:** Assist CITY in preparing documents needed to request reimbursements from the various sources of funding used to cover the Project cost. During the construction phase reimbursement requests shall need to be submitted on a monthly frequency.
- 1.10 **Website Development and Management:** A website has been established for the Project and can be found at www.vvgs.org CONSULTANT shall maintain the website through the completion of construction.

- 1.11 **Coordination with Other Consultants and Agencies:** Coordinate with the design and right-of-way consultants, BNSF, Caltrans, LA County, utility companies and other agencies as needed to facilitate resolution of Project-related issues.
- 1.12 **Document Control:** Maintain hardcopy files and a Primavera Contract Management System (CMS) based correspondence control register for all documents including correspondence, contract drawings, RFIs, submittals, standard forms and reports.
- 1.13 **Public Affairs:** Assist CITY with community outreach activities related to construction activity.
- 1.14 **Pre-Condition Survey:** Document the existing condition of the Project work site. Documentation shall be done before any construction activities begin and shall include a detailed photographic and videographic survey of the work site.

Task Order No. 2: Construction Services

Under this task order, CONSULTANT shall provide or perform the following services:

- 2.1 **Project Management and Administration:** Provide and perform all regular and customary Project management services needed to facilitate the successful completion of the Project; coordinate and administer the construction contract on behalf of CITY. This sub-task shall include, but is not limited to, the following:
 - a. **Master Project Schedule:** Maintain a Master Project Schedule to track all aspects of the Project and shall update the schedule on a monthly frequency, or as needed to reflect significant changes.
 - b. **Monthly Project Status Report:** Prepare a Monthly Project Status Report that documents the overall status of the Project.
- 2.2 **Construction Start-Up:** Upon award of the construction contract and execution of the contract, perform services necessary for the start of construction, including, but not limited to the following:
 - a. **Pre-Construction Meeting:** Prior to the beginning of construction CONSULTANT shall arrange for and conduct a Pre-Construction meeting with the Contractor, CITY, BNSF and other interested parties to go over the expectations, responsibilities matrix, change order procedures, document management system, schedules and updates, third party coordination, community outreach, and the emergency response process, etc.
 - b. **Notice to Contractor:** Prepare notices to the Contractor to begin work. This shall include the Administrative Notice to Proceed (ATP) and Construction Notice to Proceed (NTP).

- c. **Contractor Insurance:** CITY shall receive and evaluate the Contractor's initial certificates of insurance. Prior to issuing the construction Notice to Proceed, the insurance files will be turned over to CONSULTANT who shall track the policies and confirm that the Contractor renews policies as needed to comply with CITY requirements.

2.3 Progress Management: Take appropriate action to see that the Contractor follows the Project Schedule and accomplishes the work on time. Some elements of work included in this task are as follows:

- a. Monitor the status of permits, review and approval of submittals, shop drawings, material procurement and delivery.
- b. Identify potential schedule slippages, notify the Contractor, review and discuss their recovery plans, and make recommendations to CITY regarding corrective action plans.
- c. Assist the Contractor in coordination and issue resolution with agencies, the designer and utilities.
- d. Monitor corrective action taken by the Contractor to fix work that is not in compliance with the Contract Documents.

2.4 Contractor's Construction Schedule: Review, comment on, and approve the Contractor's baseline construction schedule and subsequent updates. Perform Time Impact Analyses, review and approve Recovery Schedules, and review and approve the As-Built Schedules. These schedules shall be reviewed for accuracy including work accomplished, reasonableness of forecasted completion durations based on production rates achieved to date, and compliance with the Contract Documents including milestones. Develop a Cost Loaded Schedule analysis on a monthly basis for use in the claims support services required by CITY.

2.5 Project Meetings: Arrange for, coordinate and conduct all meetings and conferences necessary to facilitate the progress the work. This shall include, but shall not be limited to, the following:

- Monthly Project Team meetings/presentations.
- Weekly progress/issue-resolution meetings
- Readiness Review meetings (as needed)
- Weekly and monthly safety meetings
- Third-party coordination meetings
- Weekly Statement of Working Days report

2.6 Change Order and Claims Management and Administration: Recommend and implement change order and claim avoidance practices. This includes preparing a cost estimate, negotiating with the Contractor, and processing changes and claims in accordance with procedures approved by CITY.

2.7 Submittals and RFI Management:

- a. Shop Drawings, Materials and Samples:** Establish and implement procedures for the review of shop drawings, materials, samples and other submittals by the Contractor and monitor the construction schedule to verify that submittals are made in accordance with the construction schedule. The review and processing of submittals is a priority activity. CONSULTANT shall make reasonable efforts to return submittals within two (2) weeks of receipt from the Contractor.
- b. Requests for Information (RFI):** Arrange for and process such drawings and written memoranda as are necessary to clarify the intent of the Contract Documents, and/or complete the same, between the Contractor, Design Consultant and CITY. CONSULTANT shall log and track all RFI submitted by the Contractor. The review and processing of RFI is a priority activity. CONSULTANT shall make every effort to respond to RFI within three (3) business days of receipt from the Contractor.
- c. Management of Submittals and RFI:** Process and track all Contractor submittals and RFI using the current version of Primavera Expedition™, suitable for this purpose.
- d. Non-Conformance Reports:** Generate and process Non-Conformance Reports for quality completion of the work.

2.8 Reports, Records and Document Control: Organize and track project information as required in Primavera Expedition™, and as needed to accomplish the following:

- a.** Prepare a Monthly Summary Status Report that documents the progress of construction and the status of the construction cost and budget.
- b.** Maintain daily job diaries, field change notices, drawing registers/drawing control logs, and other records to document the progress of work. At a minimum, the daily job diaries shall include work accomplished; materials accepted and basis for acceptance; personnel, equipment and subcontractors present on site; and deficiencies noted.
- c.** Maintain progress and record photographs.
- d.** Document changed conditions, requests for information, requests for deviations, non-compliant and non-conforming materials, and potential claims. All such requests shall be communicated to CITY and resolved by CONSULTANT expeditiously.
- e.** Prepare reports, including Submittal Logs, Weekly Progress Meeting Reports, Monthly Manpower Reports, Delay Reports, Deficiency Logs, Contract Status Reports, Evaluation of Claims, Evaluation of Requests for Change Orders, and reports covering other project-relevant matters.

- f. Prepare meeting minutes to document issues discussed, assignment of action items, due dates and solutions to issues.
- g. Maintain all Stop Notices and Preliminary 20-day Notices submitted by contractors. CONSULTANT shall provide copies of all the notices to CITY within five (5) calendar days after receipt of such notices.

2.9 Coordination with Other Consultants and Agencies: It is the intent of coordination to proactively cause the work to be progressed in an efficient and effective manner in accordance with the contract provisions, anticipate, avoid or mitigate conflicts and adverse impacts, and minimize the cost of the work to each entity including CITY. CONSULTANT shall perform Project coordination with respect to the following entities:

- a. Design and right-of-way consultants, BNSF, Caltrans, LA County, utility companies, property owners, tenants, residents and other agencies as needed to resolve Project-related issues.
- b. Railroad Force Account: Coordinate railroad force account activity required for the Project and be responsible for recording force account work, including crew size, equipment and materials, and use that data to review BNSF bills to confirm that charges are appropriate.
- c. Coordinate Flagpersons and Watchpersons: Coordinate and effectively schedule BNSF flagpersons and watchpersons to provide protection to work crews and equipment on the worksite.
- d. Coordinate with the Construction contractor, all sub-contractors retained by the Construction contractor, and all other contractors or sub-contractors that are involved in completing the Project.

2.10 Progress Payments: Review and approve/reject the Contractor's monthly progress payment requests in accordance with the General Provisions of the Contract Documents and California statutes. Within seven (7) calendar days of receiving a progress payment request from the Contractor, CONSULTANT shall review and either approve or reject the progress payment request. Should the request be rejected, CONSULTANT shall return the request to the Contractor for revision. Upon approval of the request, CONSULTANT shall forward the progress payment request to CITY for payment. The CONSULTANT shall also recommend withholdings or back-charges. CONSULTANT shall also maintain a schedule of earnings for the record file.

2.11 Project Accounting and Cost Control: Monitor Project costs, including but not limited to the following sub-tasks:

- a. Track Contractor's monthly progress payments.
- b. Track proposed and final changes to the construction contract.

- c. Review Contractor's monthly quantity and cost breakdowns with the Contractor's cost loaded schedule and provide comments and recommendations to CITY.
- d. Track Contractor's monthly quantities with respect to the approximate quantities in the Bid Proposals.
- e. Monitor and segregate costs for state or federally funded elements of the Project.
- f. Track Contractor's daily time and material sheets to confirm costs of changes do not exceed authorized amounts
- g. Provide CITY with estimating and cost engineering support in the areas of budget control, construction cost forecasting, progress payment processing, change and claim analysis, and trend/variance analysis.

2.12 Photographic and Video Documentation of Progress: Compile a digital file of Project progress and record photos and videos at appropriate times including those supplied by the Contractor and/or other parties. Digital files shall be stored in formats and file sizes using file-naming conventions deemed appropriate by CITY. Electronic files shall be provided to CITY at the completion of the Project.

2.13 Site Representations & Inspections: This sub-task shall include, but is not limited to, the following:

- a. **Inspection of Work:** Provide all general and specialized inspection needed for the duration of construction. Some elements of the work include:
 - Review and inspect the Contractor's daily work for compliance with the Contract Documents.
 - Monitor corrective action taken by the Contractor to address work that is not in compliance with the Contract Documents.
 - Maintain field inspection diaries and daily reports.
 - Compile digital photos of work in progress.
 - Review the Contractor's compliance with all regulatory permits and mitigation measures
 - Review the Contractor's compliance with workplace safety and health standards and notification to CITY of non-compliance.
 - Inspect each stage of construction with CITY and the Contractor prior to acceptance by CITY or beneficial occupancy for the completed stage of work. Prepare a report to document the results of the

inspection, and prepare a Notice of Substantial Completion or Beneficial Occupancy for each completed phase. Attend the final inspection and shall report the results and make appropriate recommendations to CITY concerning beneficial occupancy of the Project or any part thereof. In cooperation with CITY and Contractor, Observe and report with regard to the checking of utilities, operating systems, and equipment for readiness.

- b. Materials Testing and Support Services:** Make all arrangements and secure all materials testing services needed for quality assurance of the work. CONSULTANT shall follow the CITY Quality Assurance Program (QAP) in providing these services. The testing laboratory selected by CONSULTANT shall provide certification to CITY affirming that it is capable of performing testing in conformance with the CITY QAP. Additionally, the testing laboratory's Quality Assurance Program shall be subject to review and approval by CITY. CONSULTANT shall provide assistance to witness such testing, when required and shall take appropriate action to endeavor to make sure the Contractor complies with the materials testing requirements and reviews the results to confirm acceptability.

- 2.14 Safety Compliance Monitoring:** Develop and implement a programmatic Safety and Health Plan for the Project and shall provide the services of a Safety Officer. The Construction Contractor shall be required to prepare a contract-specific Safety Plan in accordance with the programmatic Safety Plan. CONSULTANT shall review the Contractor's Safety Plan, recommend changes, and when complete, recommend approval by CITY. CONSULTANT shall monitor the Contractor's compliance with the Contractor's safety program, and shall stop the work whenever, in its reasonable opinion, safety conditions warrant. Notwithstanding the foregoing, neither the authority to stop work or a decision made in good faith shall give rise to a duty or responsibility to Contractor or its subcontractors. CONSULTANT shall document safety concerns and corrective actions taken. In the event of an accident, the Safety Officer designated by CONSULTANT shall prepare accident reports as required in the Project Safety and Health Plan. This is in addition to any accident reports required of the Contractor. CONSULTANT shall be responsible for confirming compliance with all BNSF safety regulations, and shall confirm that all workers are current on Roadway Worker Safety training.
- 2.15 Environmental Compliance Monitoring:** Take appropriate action to confirm the Contractor complies with environmental permits, regulatory requirements, construction environmental controls, and mitigation measures. CONSULTANT shall confirm that sound environmental management practices (including, but not limited to, dust, noise, vibration, and erosion control) are being followed by the Contractor.
- 2.16 Record Drawings:** Take appropriate action to confirm the Contractor maintains as-built drawings in accordance with the contract requirements and that they are, to the best of CONSULTANT's knowledge and belief,

complete. CONSULTANT shall review all design changes reflected in the Contractor's as-built drawings.

2.17 Hazardous Materials Management: If the Contractor encounters hazardous substances or contaminated soils, CONSULTANT shall take appropriate action to confirm that the Contractor complies with applicable Health and Safety Plans and follows Federal, State and Local laws and regulations regarding the removal, transportation and disposal of the hazardous material. If the City of Santa Fe Springs or City of La Mirada is determined to be the "generator" of these materials, CONSULTANT shall prepare and/or monitor any required manifests (which shall be signed by the "generator", not CONSULTANT) and provide support to the affected agency with compliance with applicable laws and regulations.

2.18 Surveying Quality Assurance: The Project Specifications require the Contractor to provide all surveying needed to complete the Project. CONSULTANT shall provide the following services with regard to surveying:

- a. Resident engineering and quality assurance inspection services to verify that the work is being performed, constructed and coordinated in accordance with the Contract Documents and applicable permits.
- b. Verify that materials incorporated into the work comply with the specifications. For example, steel material must be accompanied by certificates of origin to demonstrate compliance with Buy America Act.
- c. Monitor the Contractor's compliance with surveying requirements in the Project specifications (especially pre-placement surveys) and take appropriate action to verify the Contractor's layouts and controls, spot check reference points and finished work, and monitor settlement or movement of existing facilities.

2.19 Labor Compliance and DBE Monitoring: Monitor all labor compliance and DBE monitoring and take all actions needed to make sure the Contractor provides all of the documents required for both labor compliance and DBE compliance reports. This includes obtaining certified payrolls from the Contractor and reviewing them for compliance with applicable prevailing wage requirements. CONSULTANT shall be knowledgeable about the Contractor's DBE program and the scope of work for each DBE subcontractor. CONSULTANT shall monitor the job progress to ensure that the DBEs are actually performing the work in their scope.

2.20 Construction Management:

- a. **Right of Way Management:** Monitor the Construction Contractor's work and take appropriate action to see that work is done within the limits of permanent and temporary construction easements that have been acquired by CITY.

- b. **Compliance with Applicable Specifications:** Monitor work and take appropriate action to see that work is done in accordance with the Project specifications. With respect to some utility work, the Project specifications may require work to be done in accordance with BNSF specifications, the "Green Book", the "Gray Book" and Caltrans Standard Specifications.
- c. **Traffic Control and Traffic Handling Plans:** Review traffic control and traffic handling plans prepared by the Contractor prior to forwarding them to CITY or the City of La Mirada for approval. Coordinate with CITY and/or La Mirada to resolve technical issues with respect to the review process.

2.21 Construction Responsibility: Nothing herein or elsewhere in this Agreement shall require that CONSULTANT assume any of the responsibilities of the Contractor or CITY's engineer for the Project. The Contractor shall be solely responsible for means, methods, techniques and procedures used in the construction of the Project and for the safety of the Project. The engineer shall be solely responsible for verifying that the design requirements and design criteria of the Project are met.

Task Order No. 3: Post-Construction Services

Under this task order, CONSULTANT shall provide or perform the following services:

- 3.1 **Project Closeout Administration:** Expeditiously complete the Contract Closeout process, which controls the physical and contractual completion of the contract. This shall include:
 - Orderly and timely transfer of key records and documents.
 - Final inspection, testing, and release of the facility or system for operation.
 - Resolution of outstanding contractual issues, changes, claims, and deficiency reports.
 - Assessment of liquidated damages.
 - Final payment processing.
 - Preparation and transfer of as-built contract specifications and drawings as well as field records to appropriate agency for centralized storage and protection.
 - Preparation and transfer of Project Closeout Exhibits from Chapter 17 of the Caltrans Local Assistance Procedures Manual.
- 3.2 **Project Funding and Reimbursement:** Assist CITY in preparing documents needed to request reimbursements from the various sources of funding used to cover the Project cost.
- 3.3 **Report of Expenditures and Final Closeout Report:** Provide CITY with a comprehensive report that includes sufficient detail on actual and final Project-related expenditures in order to support efforts by CITY to obtain reimbursement from state and federal funding sources.

3.4 Contract and Permit Closeout: Provide contract closeout services which shall include, but are not limited to, the following:

- a. Coordinate, schedule and participate in a final inspection of the Project;
- b. Review preliminary and final punch lists prepared by the Design Consultant and coordinate with the Contractor to complete all items.
- c. Obtain and verify the completeness of the Contractor's record drawings;
- d. Obtain, coordinate and transmit to CITY, Contractor-provided information such as guarantees, warranties, certifications, final permits, releases, affidavits, operation and maintenance manuals and other items required by the Contract Documents.

Task Order No. 4: Optional Services

As directed by CITY, CONSULTANT shall carry out any special work assignment that may include an increase to the level of effort in providing expanded Project and Construction Management services. The parties shall make reasonable efforts to minimize any impact to the project schedule. The budget for this task shall be used only after CITY has issued written authorization to CONSULTANT and shall be tracked separately with proper identification of the changes in level of effort required. CONSULTANT shall prepare a scope and associated cost and obtain written approval from CITY prior to commencement of any special work assignment.

EXHIBIT B
SUMMARY OF COMPENSATION

EXHIBIT B

SUMMARY OF COMPENSATION

PROJECT & CONSTRUCTION MANAGEMENT SERVICES

VALLEY VIEW AVENUE GRADE SEPARATION PROJECT

1. PRE-CONSTRUCTION SERVICES

For services performed in accordance with Task Order No. 1 as set forth in Exhibit A, Scope of Work, for Pre-Construction Services, CONSULTANT shall be paid as follows:

| | |
|--|---------------------|
| a. Estimated Cost of Direct Labor and Overhead | \$ 353,221.00 |
| b. Estimate of all Other Direct Costs | \$ 10,515.00 |
| c. Fixed Fee for Task Order No. 1 ** | <u>\$ 16,102.00</u> |

Total Not-to Exceed Compensation for Task Order No. 1 \$ 379,838.00

** The Fixed Fee shall be payable in monthly installments over a five (5) month period commencing with the effective date for Task Order No. 1.

2. CONSTRUCTION SERVICES

For services performed in accordance with Task Order No. 2 as set forth in Exhibit A, Scope of Work, for Construction Services, CONSULTANT shall be paid as follows:

| | |
|--|----------------------|
| a. Estimated Cost of Direct Labor and Overhead | \$ 4,803,664.00 |
| b. Estimate of all Other Direct Costs | \$ 189,278.00 |
| c. Fixed Fee for Task Order No. 2 ** | <u>\$ 289,843.00</u> |

Total Not-to Exceed Compensation for Task Order No. 2 \$ 5,282,785.00

** The Fixed Fee shall be payable in monthly installments over a twenty-eight (28) month period commencing with the effective date for Task Order No. 2.

3. POST-CONSTRUCTION SERVICES

For services performed in accordance with Task Order No. 3 as set forth in Exhibit A, Scope of Work, for Post-Construction Services, CONSULTANT shall be paid as follows:

| | |
|--|---------------------|
| a. Estimated Cost of Direct Labor and Overhead | \$ 267,158.00 |
| b. Estimate of all Other Direct Costs | \$ 10,515.00 |
| c. Fixed Fee for Task Order No. 3 ** | <u>\$ 16,102.00</u> |

Total Not-to-Exceed Compensation for Task Order No. 3 \$ 293,776.00

** The Fixed Fee shall be payable in monthly installments over a three (3) month period commencing with the effective date for Task Order No. 3.

SUMMARY OF COMPENSATION

For services performed in accordance with this Agreement as set forth in Exhibit A, Scope of Work, CONSULTANT shall be paid as follows:

| | |
|---|----------------------|
| • Total Estimated Cost of Direct Labor and Overhead | \$ 5,424,043.00 |
| • Total Estimate of all Other Direct Costs: | \$ 210,308.00 |
| • Total Fixed Fee | <u>\$ 322,048.00</u> |
| Total Maximum Compensation | \$ 5,956,399.00 |

For those items of the work that are to be performed and compensable based on actual costs incurred, Consultant shall be paid at the rates set forth in Exhibit C (Schedule of Fees) and as set forth in this Agreement, with compensation for each task order. Consultant's monthly invoice shall itemize all hours actually worked in performing such services, identifying the personnel and subcontractor classifications of individuals performing such work and the applicable hourly rates.

EXHIBIT C
SCHEDULE OF FEES



AECOM
999 W. Town & Country Road
Orange, CA 92868
www.aecom.com

714.667 2501 tel
714.689 7349 fax

September 6, 2011

Mr. Donald K. Jensen
Director of Public Works
City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670-3658

**Subject: Valley View Avenue Grade Separation Project
Final Cost Proposal**

Dear Mr Jensen,

Pursuant to my letter to you dated August 31, 2011, attached please find the final cost proposal submittal. I have obtained all the missing documents from the sub-consultants.

Table below indicates the documents attached in addition to the cost proposal worksheet. These documents are arranged by consultants in alphabetical order. In addition, I have included a Fixed Fee Schedule of Payment in this submittal for your use.

| Consultants | Cost Proposal | Payroll Registers | Overhead Rate Audit Report | Notes |
|----------------------|---------------|-------------------|----------------------------|---|
| AECOM | X | X | X | |
| AESCO | X | X | | No audit report available |
| Analyzer | X | X | | No audit report available |
| Betkon | X | | | Newly formed firm, does not have payroll registers for employees proposed yet and does not have audit report. |
| Coast Surveying | X | X | X | |
| Padilla & Associates | X | X | X | |
| Safework | X | X | X | |
| Sequoia | X | X | X | |

We appreciate the opportunity to submit this cost proposal and look forward to working with City of Santa Fe Springs on this challenging Project.

Feel free to contact me at 323-855-1670 if you have any questions or comments with the enclosed.

Thank you,

Peter Ho, PE
Vice President
AECOM Transportation

Enclosures

- 1) Use 21 working days per month
- 2) For non-exempt staff: First 12 hours on Saturday paid as OT rate (1.5 OT), hours thereafter paid at double time (2.0 OT) rate, RE will adjust start of work week to minimize overtime.
- 3) For non-exempt staff: All hours on Sunday paid as double time (2.0 OT) if occurs.
- 4) Hours for Sundrying cannot be allocated by month as the need for their services is "as needed". An allowance of \$50,000(+/-) has been allocated for this task.
- 5) Hours for Material Testing and source inspection cannot be allocated by month as the need for their services is "as needed". An allowance of \$100,000 (+/-) has been allocated for this task.
- 6) Supplemental Railroad Coordination and IT support is "as needed".

Contract 340 working days or 27 months. Add 1 more month for this cost proposal. Reason: Entire project completes 2.75 months after completion of RR bridge. Too aggressive.

Milestone 2: 326 working days or 16.25 months Complete RR Bridge and move train traffic onto new bridge.

10) OBE and Labor compliance: Use 1.5 days per week on the average.

12/ Expert community review

PMCM Contract Approval

[illegible]

Coak Proposal: Work Sheet

Assessment items include:

- 1) Uses 21 working days
- 2) For non-urgent sites
- 3) For non-urgent sites
- 4) Hours for Surveying
- 5) Hours for Material
- 6) Hours for Material
- 7) Supplemental Railings
- 8) Durations for various

[illegible]

| Category | 2007 | 2008 | Total |
|-------------------|------------------|----------------|------------------|
| Pre-Construction | 353,220 | 30,815 | 384,035 |
| Construction | 4,000,483 | 149,276 | 4,149,759 |
| Post-Construction | 287,140 | 30,815 | 317,955 |
| Total | 4,640,843 | 210,906 | 4,851,749 |

Project & Construction Management (PM/CM) Services for Valley View Avenue Grade Separation Project (City of Santa Fe Springs)

Cost Proposal Work Sheet

Cost breakdown by Phases

| Phases | Labor | ODC | Fee (6%) | Total |
|--------------------|-----------|---------|----------|-----------|
| Pre-Construction: | 353,220 | 10,515 | 16,102 | 379,838 |
| Construction: | 4,803,663 | 189,278 | 289,843 | 5,282,785 |
| Post-Construction: | 267,158 | 10,515 | 16,102 | 293,776 |
| Total | 5,424,041 | 210,309 | 322,048 | 5,956,399 |

Cost breakdown by Consultants

| Consultants | Labor | ODC | Fee (6%) | Total |
|----------------------|-----------|---------|----------|-----------|
| AECOM | 4,579,356 | 174,040 | 274,761 | 5,028,157 |
| Analyzer | 316,797 | 12,688 | 19,008 | 348,492 |
| Padilla & Associates | 99,408 | 1,500 | 5,964 | 106,873 |
| Safework | 203,168 | - | 12,190 | 215,358 |
| Belkon | 99,580 | 2,000 | 5,975 | 107,555 |
| Coast Surveying | 46,550 | 657 | 2,793 | 50,000 |
| Sequoia | 56,564 | 13,400 | - | 69,964 |
| AESCO | 22,618 | 6,025 | 1,357 | 30,000 |
| | 5,424,041 | 210,309 | 322,048 | 5,956,399 |

City of Santa Fe Springs
Valley View Avenue Grade Separation Project

Date: 08/31/11

Fixed Fee Schedule of Payment

1. PRE-CONSTRUCTION SERVICES

| Month | Amount | Deliverable |
|-------|----------|-----------------|
| 1 | \$3,220 | Monthly Invoice |
| 2 | \$3,220 | Monthly Invoice |
| 3 | \$3,220 | Monthly Invoice |
| 4 | \$3,220 | Monthly Invoice |
| 5 | \$3,222 | Monthly Invoice |
| Total | \$16,102 | |

2. CONSTRUCTION SERVICES

See next page for schedule of payment

3. POST-CONSTRUCTION SERVICES

| Month | Amount | Deliverable |
|-------|----------|-----------------|
| 1 | \$5,367 | Monthly Invoice |
| 2 | \$5,367 | Monthly Invoice |
| 3 | \$5,368 | Monthly Invoice |
| Total | \$16,102 | |

City of Santa Fe Springs
Valley View Avenue Grade Separation Project

Date: 08/31/11

Fixed Fee Schedule of Payment

2. CONSTRUCTION SERVICES

| Month | Amount | Deliverable |
|--------------|------------------|-----------------|
| 1 | \$10,352 | Monthly Invoice |
| 2 | \$10,352 | Monthly Invoice |
| 3 | \$10,352 | Monthly Invoice |
| 4 | \$10,352 | Monthly Invoice |
| 5 | \$10,352 | Monthly Invoice |
| 6 | \$10,352 | Monthly Invoice |
| 7 | \$10,352 | Monthly Invoice |
| 8 | \$10,352 | Monthly Invoice |
| 9 | \$10,352 | Monthly Invoice |
| 10 | \$10,352 | Monthly Invoice |
| 11 | \$10,352 | Monthly Invoice |
| 12 | \$10,352 | Monthly Invoice |
| 13 | \$10,352 | Monthly Invoice |
| 14 | \$10,352 | Monthly Invoice |
| 15 | \$10,352 | Monthly Invoice |
| 16 | \$10,352 | Monthly Invoice |
| 17 | \$10,352 | Monthly Invoice |
| 18 | \$10,352 | Monthly Invoice |
| 19 | \$10,352 | Monthly Invoice |
| 20 | \$10,352 | Monthly Invoice |
| 21 | \$10,352 | Monthly Invoice |
| 22 | \$10,352 | Monthly Invoice |
| 23 | \$10,352 | Monthly Invoice |
| 24 | \$10,352 | Monthly Invoice |
| 25 | \$10,352 | Monthly Invoice |
| 26 | \$10,352 | Monthly Invoice |
| 27 | \$10,352 | Monthly Invoice |
| 28 | \$10,339 | Monthly Invoice |
| Total | \$289,843 | |

Total Fee \$322,048

AECOM

City of Santa Fe Springs
Valley View Avenue Grade Separation Project
CONTRACT PRICING PROPOSAL

| | | | | |
|--|-----------------|--|----------------|----------------------|
| Contract No.: 2011-VVGS/PMCM | | Consultant Initials | | |
| Consultant: AECOM | | AECOM | | |
| Home Office Address: 999 W. Town & Country Road, Orange, CA 92868 | | Location where work is to be performed: Job site and consultant's home office | | |
| Services to be furnished: Project & Construction Management (PM/CM) | | Total Amount of Proposal: \$ 5,956,398.93 | | |
| DETAILED DESCRIPTION OF COST ELEMENTS | | | | |
| 1 LABOR (specify function / title) | Estimated Hours | Rate per Hour | Estimated Cost | Total Estimated Cost |
| 2011 | | | | |
| Project Manager (G Hefter) | 294 | \$ 76.52 | \$ 22,496.88 | |
| Asst. Proj Manager (M Hultgren) | 210 | \$ 38.99 | \$ 8,187.90 | |
| PM Assistant (K Toan) | 84 | \$ 24.14 | \$ 2,027.76 | |
| Resident Engineer (P Ho) | 147 | \$ 91.61 | \$ 13,466.67 | |
| Asst Resident Eng (S Choi) | 147 | \$ 57.06 | \$ 8,387.82 | |
| 2012 & 2013 | | | | |
| Project Manager (G Hefter) | 1536 | \$ 78.82 | \$ 121,060.76 | |
| Asst. Proj Manager (M Hultgren) | 1092 | \$ 40.16 | \$ 43,854.39 | |
| PM Assistant (K Toan) | 1008 | \$ 24.86 | \$ 25,063.11 | |
| Resident Engineer (P Ho) | 3948 | \$ 94.36 | \$ 372,526.57 | |
| Asst Resident Eng (S Choi) | 4032 | \$ 58.77 | \$ 236,967.90 | |
| Drainage/Utility Inspector (A Manalo) | 1680 | \$ 40.57 | \$ 68,160.46 | |
| Civil/Utility Inspector (M Guillen) | 3864 | \$ 56.09 | \$ 216,746.44 | |
| Civil/Utility Insp. - 1.5 OT (Allowance) | 72 | \$ 84.14 | \$ 6,058.13 | |
| Track Insp/RR Coordination (P Bryan) | 2016 | \$ 49.65 | \$ 100,086.34 | |
| Track Insp./RR Coord - 1.5 OT (Allowance) | 32 | \$ 74.47 | \$ 2,383.01 | |
| SWPPP Review/Monitoring (N Naderi) | 197 | \$ 72.94 | \$ 14,370.09 | |
| Office Engineer (F Rodriguez) | 3948 | \$ 53.31 | \$ 210,478.93 | |
| Admin Aide-Doc Control (J Le) | 1722 | \$ 19.57 | \$ 33,699.54 | |
| Senior Scheduler/Claims (J Jeon) | 1008 | \$ 65.67 | \$ 66,198.18 | |
| Supplemental RR Coordinator (D Boger) | 88 | \$ 86.04 | \$ 7,571.16 | |
| IT Specialist (F Villasenor) | 138 | \$ 27.31 | \$ 3,768.13 | |
| 2014 | | | | |
| Project Manager (G Hefter) | 660 | \$ 81.18 | \$ 53,578.84 | |
| Asst. Proj Manager (M Hultgren) | 588 | \$ 41.36 | \$ 24,322.32 | |
| PM Assistant (K Toan) | 378 | \$ 25.61 | \$ 9,680.63 | |
| Resident Engineer (P Ho) | 1428 | \$ 97.19 | \$ 138,785.96 | |
| Asst Resident Eng (S Choi) | 1344 | \$ 60.53 | \$ 81,358.98 | |
| Drainage/Utility Inspector (A Manalo) | 0 | \$ 41.79 | \$ - | |
| Civil/Utility Inspector (M Guillen) | 840 | \$ 57.78 | \$ 48,532.36 | |
| Civil/Utility Insp. - 1.5 OT (Allowance) | 8 | \$ 86.66 | \$ 693.32 | |
| Track Insp/RR Coordination (P Bryan) | 126 | \$ 51.14 | \$ 6,443.06 | |
| Track Insp./RR Coord - 1.5 OT (Allowance) | 0 | \$ 76.70 | \$ - | |
| SWPPP Review/Monitoring (N Naderi) | 69 | \$ 75.13 | \$ 5,184.17 | |
| Office Engineer (F Rodriguez) | 1344 | \$ 54.91 | \$ 73,801.98 | |
| Admin Aide-Doc Control (J Le) | 588 | \$ 20.16 | \$ 11,852.37 | |
| Senior Scheduler/Claims (J Jeon) | 273 | \$ 67.64 | \$ 18,466.53 | |


City of Santa Fe Springs
Valley View Avenue Grade Separation Project
CONTRACT PRICING PROPOSAL

| | | | | |
|--|---------------|--|----------------|-----------------|
| Contract No.: 2011-VVGS/PMCM Consultant: AECOM | | Consultant Initials AECOM | | |
| Home Office Address: 999 W. Town & Country Road, Orange, CA 92868 | | Location where work is to be performed: Job site and consultant's home office | | |
| Services to be furnished: Project & Construction Management (PM/CM) | | Total Amount of Proposal: \$ 5,956,398.93 | | |
| DETAILED DESCRIPTION OF COST ELEMENTS | | | | |
| Supplemental RR Coordinator (D Boger) | 0 | \$ 88.62 | \$ - | |
| IT Specialist (F Villasenor) | 24 | \$ 28.12 | \$ 674.99 | |
| TOTAL DIRECT LABOR | 34933 | | | \$ 2,056,935.68 |
| 2 LABOR OVERHEAD | Overhead Rate | x Base | Estimated Cost | |
| 2011 | | | | |
| Project Manager (G Hefter) | 122.63% | \$ 22,496.88 | \$ 27,587.92 | |
| Asst. Proj Manager (M Hultgren) | 122.63% | \$ 8,187.90 | \$ 10,040.82 | |
| PM Assistant (K Toan) | 122.63% | \$ 2,027.76 | \$ 2,486.64 | |
| Resident Engineer (P Ho) | 122.63% | \$ 13,466.67 | \$ 16,514.18 | |
| Asst Resident Eng (S Choi) | 122.63% | \$ 8,387.82 | \$ 10,285.98 | |
| 2012 & 2013 | | | | |
| Project Manager (G Hefter) | 122.63% | \$ 121,060.76 | \$ 148,456.81 | |
| Asst. Proj Manager (M Hultgren) | 122.63% | \$ 43,854.39 | \$ 53,778.64 | |
| PM Assistant (K Toan) | 122.63% | \$ 25,063.11 | \$ 30,734.90 | |
| Resident Engineer (P Ho) | 122.63% | \$ 372,526.57 | \$ 456,829.33 | |
| Asst Resident Eng (S Choi) | 122.63% | \$ 236,967.90 | \$ 290,593.73 | |
| Drainage/Utility Inspector (A Manalo) | 122.63% | \$ 68,160.46 | \$ 83,585.17 | |
| Civil/Utility Inspector (M Guillen) | 122.63% | \$ 216,746.44 | \$ 265,796.16 | |
| Civil/Utility Insp. - 1.5 OT (Allowance) | 122.63% | \$ 6,058.13 | \$ 7,429.09 | |
| Track Insp/RR Coordination (P Bryan) | 122.63% | \$ 100,086.34 | \$ 122,735.87 | |
| Track Insp./RR Coord - 1.5 OT (Allowance) | 122.63% | \$ 2,383.01 | \$ 2,922.28 | |
| SWPPP Review/Monitoring (N Naderi) | 122.63% | \$ 14,370.09 | \$ 17,622.04 | |
| Office Engineer (F Rodriguez) | 122.63% | \$ 210,478.93 | \$ 258,110.32 | |
| Admin Aide-Doc Control (J Le) | 122.63% | \$ 33,699.54 | \$ 41,325.75 | |
| Senior Scheduler/Claims (J Jeon) | 122.63% | \$ 66,198.18 | \$ 81,178.83 | |
| Supplemental RR Coordinator (D Boger) | 122.63% | \$ 7,571.16 | \$ 9,284.51 | |
| IT Specialist (F Villasenor) | 122.63% | \$ 3,768.13 | \$ 4,620.86 | |
| 2014 | | | | |
| Project Manager (G Hefter) | 122.63% | \$ 53,578.84 | \$ 65,703.74 | |
| Asst. Proj Manager (M Hultgren) | 122.63% | \$ 24,322.32 | \$ 29,826.46 | |
| PM Assistant (K Toan) | 122.63% | \$ 9,680.63 | \$ 11,871.35 | |
| Resident Engineer (P Ho) | 122.63% | \$ 138,785.96 | \$ 170,193.23 | |
| Asst Resident Eng (S Choi) | 122.63% | \$ 81,358.98 | \$ 99,770.51 | |
| Drainage/Utility Inspector (A Manalo) | 122.63% | \$ - | \$ - | |
| Civil/Utility Inspector (M Guillen) | 122.63% | \$ 48,532.36 | \$ 59,515.23 | |
| Civil/Utility Insp. - 1.5 OT (Allowance) | 122.63% | \$ 693.32 | \$ 850.22 | |
| Track Insp/RR Coordination (P Bryan) | 122.63% | \$ 6,443.06 | \$ 7,901.12 | |
| Track Insp./RR Coord - 1.5 OT (Allowance) | 122.63% | \$ - | \$ - | |

City of Santa Fe Springs
Valley View Avenue Grade Separation Project
CONTRACT PRICING PROPOSAL

| | | | |
|--|---------|--|------------------------|
| Contract No.: 2011-VVGS/PMCM Consultant: AECOM | | Consultant Initials AECOM | |
| Home Office Address: 999 W. Town & Country Road, Orange, CA 92868 | | Location where work is to be performed: Job site and consultant's home office | |
| Services to be furnished: Project & Construction Management (PM/CM) | | Total Amount of Proposal: \$ 5,956,398.93 | |
| DETAILED DESCRIPTION OF COST ELEMENTS | | | |
| SWPPP Review/Monitoring (N Naderi) | 122.63% | \$ 5,184.17 | \$ 6,357.35 |
| Office Engineer (F Rodriguez) | 122.63% | \$ 73,801.98 | \$ 90,503.36 |
| Admin Aide-Doc Control (J Le) | 122.63% | \$ 11,852.37 | \$ 14,534.57 |
| Senior Scheduler/Claims (J Jeon) | 122.63% | \$ 18,466.53 | \$ 22,645.51 |
| Supplemental RR Coordinator (D Boger) | 122.63% | \$ - | \$ - |
| IT Specialist (F Villasenor) | 122.63% | \$ 674.99 | \$ 827.74 |
| TOTAL LABOR OVERHEAD | | | \$ 2,522,420.23 |
| 3 TRAVEL | | | Estimated Cost |
| a. None | | | |
| TOTAL TRAVEL COST: | | | \$ - |
| 4 SUBCONSULTANTS | | | |
| a. AESCO | | \$ 30,000.00 | |
| b. Analyzer | | \$ 348,492.07 | |
| c. Betkon | | \$ 107,554.80 | |
| d. Coast Surveying | | \$ 50,000.00 | |
| e. Padilla & Associates | | \$ 106,872.70 | |
| f. Safework | | \$ 215,358.45 | |
| g. Sequoia | | \$ 69,964.00 | |
| TOTAL SUBCONSULTANTS: | | | \$ 928,242.02 |
| 5 OTHER DIRECT COSTS (itemize on Page 4 of 4) | | | \$ 174,040.00 |
| 6 TOTAL DIRECT LABOR AND OVERHEAD (Total of Item 1 & 2) | | | \$ 4,579,355.91 |
| 7 FEE (6% of Item 6) | | | \$ 274,761.00 |
| (Total of Item 3 to 7) TOTAL ESTIMATED COST AND FEE: | | | \$ 5,956,398.93 |

**City of Santa Fe Springs
Valley View Avenue Grade Separation Project**

| Contract No.: 2011-VVGS/PMCM Consultant: AECOM | | | | CONTRACT PRICING PROPOSAL | |
|---|---|--------|----------|--|---------------------|
| SUPPORTING SCHEDULE | | | | | |
| ITEM NO. | ITEM DESCRIPTION | Unit | Quantity | Unit Cost | ESTIMATED COST |
| 5 | DESCRIPTIONS | | | | |
| a | Field Office (Provided by City) | Ea | 1 | \$0.00 | \$ - |
| b | Field Office Janitorial | Months | 32 | \$200.00 | \$ 6,400.00 |
| c | Field Office Water Supply | Months | 34 | \$50.00 | \$ 1,700.00 |
| d | Field Office Land Line Phones (4 Line) | Months | 34 | \$130.00 | \$ 4,420.00 |
| e | Field Office Utilities (to be paid by City) | Months | 34 | \$0.00 | \$ - |
| f | Field office Alarm (Security System) | Months | 34 | \$75.00 | \$ 2,550.00 |
| g | Field Office Furnishings | LS | 1 | \$3,000.00 | \$ 3,000.00 |
| h | Lease Copy Machine w/scanning capability | Months | 34 | \$700.00 | \$ 23,800.00 |
| i | DSL line | Months | 34 | \$80.00 | \$ 2,720.00 |
| j | Computer Hardware (with Window 7 Pro.) | Ea | 5 | \$1,700.00 | \$ 8,500.00 |
| k | Computer Software (Microsoft Office Pro) | Ea | 5 | \$400.00 | \$ 2,000.00 |
| l | Software (Adobe Acrobat)- Standard | Ea | 3 | \$200.00 | \$ 600.00 |
| m | Software (Contract Mgr)- 3 licensed users, Hosting, Maintenance, and set up | Ea | 3 | \$2,500.00 | \$ 7,500.00 |
| n | Computer Networking | LS | 1 | \$1,500.00 | \$ 1,500.00 |
| o | Field and Safety Equipment | LS | 1 | \$500.00 | \$ 500.00 |
| p | Digital Camera | Ea | 3 | \$200.00 | \$ 600.00 |
| q | Cell Phone | Months | 32 | \$0.00 | \$ - |
| r | Field Office Supplies (Paper, binder, etc) | Months | 34 | \$100.00 | \$ 3,400.00 |
| s | Express Delivery Services | Ea | 30 | \$20.00 | \$ 600.00 |
| t | Work Trucks (RE, ARE and Inspectors only) | Months | 118 | \$875.00 | \$ 103,250.00 |
| u | Mileage (For PM and his staff) | Miles | 0 | \$0.50 | \$ - |
| v | Misc ODC | LS | 1 | \$1,000.00 | \$ 1,000.00 |
| TOTAL OTHER DIRECT COSTS: | | | | | \$174,040.00 |
| 1) Consultant certifies that estimated costs were prepared in accordance with the federal cost principles. (FAR Part 31). 2) All items will be paid based on receipts except Item (t), which is a negotiated monthly cost. | | | | | |
| Consultant Name:  Signature Peter Ho Print Name | | | | Date Prepared: 8/31/2011 Date Vice-President Print Title | |

AESCO

City of Santa Fe Springs
Valley View Avenue Grade Separation Project
CONTRACT PRICING PROPOSAL

| | | | | |
|--|------------------------|--|-----------------------|-----------------------------|
| Contract No. 2011-VVGS/PMCM Consultant: AESCO Inc. | | Consultant Initials | | Page 1 of 2 |
| Home Office Address: 18772 Georgetown Lane Huntington Beach, CA 92648 | | Location where work is to be performed: Valley View Ave, Santa Fe Springs | | |
| Services to be furnished: Inspection and Testing Services | | Total Amount of Proposal: \$30,000 | | |
| DETAILED DESCRIPTION OF COST ELEMENTS | | | | |
| 1 LABOR (specify function / title) | Estimated Hours | Rate per Hour | Estimated Cost | Total Estimated Cost |
| 2012 & 2013 | | | | |
| SR Geotechnical Engineer (Adam Chmaa, P.E., G.E.) | 20 | \$ 61.80 | \$ 1,236.00 | |
| Sr. Mat Engineer (Russ Scharlin) | 25 | \$ 42.92 | \$ 1,073.00 | |
| Project Manager (Debra Perez) | 8 | \$ 50.13 | \$ 401.04 | |
| Field Engineer (Omar Chamaa, EIT) | 40 | \$ 29.51 | \$ 1,180.38 | |
| CAD Engineer (Mohamad Majdalani) | 8 | \$ 23.69 | \$ 189.52 | |
| Clerical (Word Processing, Editing, etc) (Kenia Castillas) | 12 | \$ 13.39 | \$ 160.68 | |
| Senior Deputy Inspector (Jess Lim) | 30 | \$ 46.35 | \$ 1,390.50 | |
| Laboratory Technician | 80 | \$ 21.63 | \$ 1,730.40 | |
| Field Inspector | 40 | \$ 40.17 | \$ 1,606.80 | |
| 2014 | | | | |
| SR Geotechnical Engineer (Adam Chamaa, P.E., G.E.) | 1 | \$ 63.65 | \$ 63.65 | |
| Sr. Mat Engineer (Russ Scharlin) | 1 | \$ 44.21 | \$ 44.21 | |
| Project Manager (Debra Perez) | 1 | \$ 51.63 | \$ 51.63 | |
| Field Engineer (Omar Chamaa, EIT) | 1 | \$ 30.39 | \$ 30.39 | |
| CAD Engineer (Mohamad Majdalani) | 1 | \$ 24.40 | \$ 24.40 | |
| Clerical (Word Processing, Editing, etc) (Kenia Castillas) | 1 | \$ 13.79 | \$ 13.79 | |
| Senior Deputy Inspector (Jess Lim) | 1 | \$ 47.74 | \$ 47.74 | |
| Laboratory Technician | 1 | \$ 22.28 | \$ 22.28 | |
| Field Inspector | 1 | \$ 41.38 | \$ 41.38 | |
| TOTAL DIRECT LABOR | 272 | | | \$ 9,307.80 |
| 2 LABOR OVERHEAD | Overhead Rate | x Base | Estimated Cost | |
| 2012 & 2013 | | | | |
| SR Geotechnical Engineer (Adam Chamaa, P.E., G.E.) | 143.00% | \$ 1,236.00 | \$ 1,767.48 | |
| Sr. Mat Engineer (Russ Scharlin) | 143.00% | \$ 1,073.00 | \$ 1,534.39 | |
| Project Manager (Debra Perez) | 143.00% | \$ 401.04 | \$ 573.49 | |
| Field Engineer (Omar Chamaa, EIT) | 143.00% | \$ 1,180.38 | \$ 1,687.94 | |
| CAD Engineer (Mohamad Majdalani) | 143.00% | \$ 189.52 | \$ 271.01 | |
| Clerical (Word Processing, Editing, etc) (Kenia Castillas) | 143.00% | \$ 160.68 | \$ 229.77 | |
| Senior Deputy Inspector (Jess Lim) | 143.00% | \$ 1,390.50 | \$ 1,988.42 | |
| Laboratory Technician | 143.00% | \$ 1,730.40 | \$ 2,474.47 | |
| Field Inspector | 143.00% | \$ 1,606.80 | \$ 2,297.72 | |
| 2014 | | | | |
| SR Geotechnical Engineer (Adam Chamaa, P.E., G.E.) | 143.00% | \$ 63.65 | \$ 91.03 | |
| Sr. Mat Engineer (Russ Scharlin) | 143.00% | \$ 44.21 | \$ 63.22 | |
| Project Manager (Debra Perez) | 143.00% | \$ 51.63 | \$ 73.84 | |
| Field Engineer (Omar Chamaa, EIT) | 143.00% | \$ 30.39 | \$ 43.46 | |
| CAD Engineer (Mohamad Majdalani) | 143.00% | \$ 24.40 | \$ 34.89 | |
| Clerical (Word Processing, Editing, etc) (Kenia Castillas) | 143.00% | \$ 13.79 | \$ 19.72 | |
| Senior Deputy Inspector (Jess Lim) | 143.00% | \$ 47.74 | \$ 68.27 | |
| Laboratory Technician | 143.00% | \$ 22.28 | \$ 31.86 | |
| Field Inspector | 143.00% | \$ 41.38 | \$ 59.17 | |
| TOTAL LABOR OVERHEAD | | | | \$ 13,310.15 |
| 3 TRAVEL | | | Estimated Cost | |
| a. Mileage | | | \$ 775.00 | |
| TOTAL TRAVEL COST: | | | | \$ 775.00 |
| 4 SUBCONSULTANTS | | | | |
| TOTAL SUBCONSULTANTS: | | | | \$ - |
| 5 OTHER DIRECT COSTS (itemize on Page 2 of Form) | | | | \$ 5,250.00 |
| 6 TOTAL DIRECT LABOR AND OVERHEAD (Total of Item 1 & 2) | | | | \$ 22,618 |
| 7 FEE (6% of Item 6) | | | | \$ 1,357 |
| (Total of Item 3 to 7) TOTAL ESTIMATED COST AND FEE: | | | | \$ 30,000 |

**City of Santa Fe Springs
Valley View Avenue Grade Separation Project**

| Contract No. 2011-VVGS/PMCM Consultant: AESCO Inc. | | CONTRACT PRICING PROPOSAL | | Page 2 of 2 | |
|--|---|----------------------------------|----------|---|-------------------|
| SUPPORTING SCHEDULE | | | | | |
| ITEM NO. | ITEM DESCRIPTION | Unit | Quantity | Unit Cost | ESTIMATED COST |
| 5 | DESCRIPTIONS | | | | |
| a | Material Testing, Vehicle, Equipment as per Fees Schedule | Month | 5 | \$1,050.00 | \$ 5,250.00 |
| b | | | | | |
| c | | | | | |
| d | | | | | |
| e | | | | | |
| f | | | | | |
| g | Other charges, such as testing, field borings, etc. is shown on the attached Fees Schedule. | | | | |
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| v | | | | | |
| TOTAL OTHER DIRECT COSTS: | | | | | \$5,250.00 |
| 1) Consultant certifies that estimated costs were prepared in accordance with the federal cost principles. (FAR Part 31) | | | | | |
| Consultant Name: <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> _____ Adam Chamaa Print Name </div> <div style="width: 45%;"> 9/6/2011 _____ Vice President Print Title </div> </div> | | | | Date Prepared: August 29, 2011 _____ | |

FEE SCHEDULE

MATERIALS TESTING/LABORATORY CHARGES

| | |
|---|------------|
| Compaction Tests | \$18/ea |
| Review Concrete Mix Design by Others | \$150/ea |
| Concrete Cylinder Compression Test | \$25/ea |
| Concrete Cylinder Held in Reserve, Curing | \$25/ea |
| Cube Prism Compression | \$25/ea |
| Linear or Volumetric Shrinkage | \$70/test |
| Moisture Density Relationship | \$165/test |

LABORATORY TEST CHARGES

| | |
|---|------------|
| Atterberg Limits | \$110/test |
| Percent Passing No. 200 | \$65/test |
| Unconfined Compression | \$90/test |
| Consolidation Test Without Rebound | \$210/test |
| Consolidation Test With Rebound | \$270/test |
| Direct Shear Test | \$95/point |
| Linear or Volumetric Shrinkage | \$70/test |
| Unit Weight, including Moisture Content | \$15/test |
| Moisture Content | \$5/test |
| Hydrometer Analysis | \$135/test |
| Sieve Analysis | \$85/test |
| Unit Weight including Lightweight Concrete | \$65/test |
| Core Compression including Trimming (ASTM C39) | \$40/test |
| 6" x 6" x 18" Flexural Beams Not Exceeding Referenced Size (ASTM C78, C293 or CTM523) | \$60/test |
| 6" x 6" x 18" Flexural Beams (CTM 523) | \$75/test |
| Modified Proctor | \$165/test |
| Expansion Index | \$115/test |
| R Value | \$265/test |
| Cylinders: Splitting Tensile Strength (ASTM C496) | \$75/test |
| Modulus of Elasticity Test (ASTM C469) | \$125/test |
| Diamond Sawing of Core or Cylinders (ASTM C642) | \$20/test |
| Coring of Test Panel in Lab (Each) | \$20/test |
| Expansion Index (ASTM D4829, UBC 18-2) | \$140/test |
| Maximum Density Method A/B/C (ASTM D1557, CTM 216) | \$145/test |
| Maximum Density: Check Point (ASTM D1557) | \$55/test |
| Maximum Density: AASHTO C (Modified)(AASHTO T-180) | \$175/test |
| Moisture Content (ASTM D2216, CTM 226) | \$20/test |
| Moisture and Density : Ring Sample (ASTM D2937) | \$25/test |
| Moisture and Density : Shelby Tube Sample (ASTM D2937) | \$35/test |
| Organic Impurities (ASTM C40) | \$75/test |
| Sand Equivalent (ASTM D2419, CTM 217) | \$110/test |
| Specific Gravity and Absorption: Coarse (ASTM C136, CTM 202) | \$85/test |
| Specific Gravity and Absorption: Fine (ASTM C128, CTM 207) | \$150/test |
| Swell/Settlement Potential: One Dimensional (ASTM D4546) | \$95/test |
| Voids in Aggregate (ASTM C290) | \$70/test |

| | |
|---------------------|-----------|
| Soil Classification | \$20/test |
|---------------------|-----------|

ASPHALT

| | |
|--|------------|
| Bulk Specific Gravity Of Compacted Sample. Or Core: (CTM 308 and ASTM D2726) | \$40/test |
| Bulk Specific Gravity of Compacted Sample or Core: Parafin Coated CTM 308 and ASTM D 1188) | \$110/test |
| Extraction: % Bitumen (ASTM D6306, CTM 382) | \$145/test |
| Extraction: % Bitumen and Gradation (CTM 382, ASTM D6507, STM D5444, and CTM 202) | \$175/test |
| Moisture Content (CTM370) | \$75/test |
| HVEEM Stabilometer Test with Mixing (CT 304, 366, ASTM D1560) | \$295/test |
| Maximum Lab Density Marshall (ASTM D1559 and D561) | \$195/test |
| Specific Gravity and Absorption: Coarse (ASTM C127, CTM 206) | \$90/test |
| Specific Gravity and Absorption: Fine (ASTM C128, CTM 207) | \$150/test |

FIELD ANALYSIS

| | |
|---|------------|
| Soil Borings Drilled with Hollow Stem Auger Drill Rig | \$270/hour |
| Backfill Boreholes with Bentonite | \$37/bag |
| Drumming and Disposal of Cuttings | \$300/drum |

OTHER CHARGES

| | |
|--|----------------|
| PID/FID Usage | \$75/day |
| Coring Machine Usage (includes technician) | \$125/hr |
| Anchor load test equipment (includes technician) | \$25/hr |
| Hand Auger Equipment | \$125/day |
| Inclinometer Usage | \$35 /hr |
| Vapor Emission Kits | \$90 /kit |
| Level D Personal Protective Equipment (per person per day) | \$40/p/d |
| Rebar Locator (Pachometer) | \$10/hr |
| Nuclear Density Gauge Usage | \$15/hr |
| Field Vehicle Usage | \$55/day |
| Skidmore | \$35/hr |
| Torque Wrench, Small | \$15 /hr |
| Torque Wrench, Large | \$20 /hr |
| Torque Multiplier | \$35 /hr |
| Air Meter | \$35 /hr |
| Portable Concrete Laboratory – not including technician(s) | \$395/day |
| Brass Mold | \$20 /ea |
| Pull Test Equipment | \$50 /hr |
| Concrete/Asphalt Coring Equipment | \$110 /hr |
| Pachometer | \$50 /hr |
| Schmidt Hammer | \$20 /hr |
| Fireproofing Adhesion/Cohesion | \$15 /per test |
| Ultrasonic Equipment and Consumables | \$55 /hr |
| Magnetic Particle Equipment and Consumables | \$25 /hr |
| Liquid Penetrating Consumables | \$20 /hr |
| Direct Project Expenses | Cost plus 15% |

NOTES


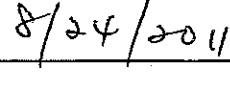
- All tests not listed can be performed at either a quoted price or on an hourly basis.
- Engineering consultation and evaluation in connection with any laboratory testing service will be charged at the rates listed above.
- All labor rates are charged on actual hours worked. Minimum of four hours will be charged per service call and 8 hrs thereafter.
- Overtime rates at (identify 1.5) times the regular rates will be charged for work performed outside the 8 hrs shift.

Analyzer International

City of Santa Fe Springs
Valley View Avenue Grade Separation Project
CONTRACT PRICING PROPOSAL

| | | | | | |
|---|------------------------|--|-----------------------|-----------------------------|--|
| Contract No. 2011-VVGS/PMCM Consultant: Analyzer International Inc. | | Consultant Initials All | | Page 1 of 2 | |
| Home Office Address: 30262 Crown Valley Pkwy, Suite B527, Laguna Niguel CA 92677 | | Location where work is to be performed: Valley View Avenue Grade Separation | | | |
| Services to be furnished: Construction Support Services | | Total Amount of Proposal: \$348,492 | | | |
| DETAILED DESCRIPTION OF COST ELEMENTS | | | | | |
| 1 LABOR (specify function / title) | Estimated Hours | Rate per Hour | Estimated Cost | Total Estimated Cost | |
| <u>2012 & 2013</u> | | | | | |
| Eng Yeong, Structure Rep/Inspector | 2268 | \$ 61.80 | \$ 140,162.40 | | |
| | | | | | |
| <u>2014</u> | 168 | \$ 63.65 | \$ 10,693.20 | | |
| | | | \$ - | | |
| | | | \$ - | | |
| | | | \$ - | | |
| TOTAL DIRECT LABOR | 2436 | | | \$ 150,855.60 | |
| 2 LABOR OVERHEAD | Overhead Rate | x Base | Estimated Cost | | |
| <u>2012 & 2013</u> | | | | | |
| Eng Yeong, Structure Rep/Inspector | 110.00% | \$ 140,162.40 | \$ 154,178.64 | | |
| | | \$ - | \$ - | | |
| <u>2014</u> | 110.00% | \$ 10,693.20 | \$ 11,762.52 | | |
| | | \$ - | \$ - | | |
| TOTAL LABOR OVERHEAD | | | | \$ 165,941.16 | |
| 3 TRAVEL | | | Estimated Cost | | |
| a. | | | | | |
| b. | | | | | |
| TOTAL TRAVEL COST: | | | | \$ - | |
| 4 SUBCONSULTANTS | | | | | |
| | | | | | |
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| TOTAL SUBCONSULTANTS: | | | | \$ - | |
| 5 OTHER DIRECT COSTS (itemize on Page 2 of Form) | | | | \$ 12,687.50 | |
| 6 TOTAL DIRECT LABOR AND OVERHEAD | | | | \$ 316,796.76 | |
| 7 FEE (6%) | | | | \$ 19,007.81 | |
| TOTAL ESTIMATED COST AND FEE: | | | | \$ 348,492.07 | |

**City of Santa Fe Springs
Valley View Avenue Grade Separation Project**

| Contract No. 2011-VVGS/PMCM Consultant: Analyzer International Inc. | | CONTRACT PRICING PROPOSAL | | Page 2 of 2 | |
|--|----------------------|---------------------------|----------|--|--------------------|
| SUPPORTING SCHEDULE | | | | | |
| ITEM NO. | ITEM DESCRIPTION | Unit | Quantity | Unit Cost | ESTIMATED COST |
| 5 | DESCRIPTIONS | | | | |
| a | Work Truck (Example) | Month | 14.5 | \$875.00 | \$ 12,687.50 |
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| TOTAL OTHER DIRECT COSTS: | | | | | \$12,687.50 |
| 1) Consultant certifies that estimated costs were prepared in accordance with the federal cost principles. (FAR Part 31) | | | | | |
| Consultant Name: <div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="text-align: center;">  Signature </div> <div style="text-align: center;"> 8/24/2011 Date </div> </div> <div style="display: flex; justify-content: space-between; align-items: flex-start; margin-top: 5px;"> <div style="text-align: center;"> ENG YEONG Print Name </div> <div style="text-align: center;"> Principal Print Title </div> </div> | | | | Date Prepared: <div style="text-align: center;">  Date </div> | |

BETKON

City of Santa Fe Springs
Valley View Avenue Grade Separation Project
CONTRACT PRICING PROPOSAL

| | | | | | |
|--|------------------------|---|-----------------------|-----------------------------|--|
| Contract No. 2011-VVGS/PMCM Consultant: BETKON | | Consultant Initials HM | | Page 1 of 2 | |
| Home Office Address: 11801 Pierce Street, Riverside, CA 92505 | | Location where work is to be performed: Valley View Grade Separation | | | |
| Services to be furnished: Public Outreach | | Total Amount of Proposal: \$107,555 | | | |
| DETAILED DESCRIPTION OF COST ELEMENTS | | | | | |
| 1 LABOR (specify function / title) | Estimated Hours | Billing Rate per Hour | Estimated Cost | Total Estimated Cost | |
| <u>2012 & 2013</u> | | | | | |
| PR Manager (Dennis Green) | 184 | \$ 135.00 | \$ 24,840.00 | | |
| PR Administrator (Heather McGuffin | 736 | \$ 55.00 | \$ 40,480.00 | | |
| Web Administrator (John Robles 1099) | 200 | \$ 85.00 | \$ 17,000.00 | | |
| <u>2014</u> | | | | | |
| PR Manager (Dennis Green) | 40 | \$ 135.00 | \$ 5,400.00 | | |
| PR Administrator (Heather McGuffin | 160 | \$ 55.00 | \$ 8,800.00 | | |
| Web Administrator (John Robles 1099) | 36 | \$ 85.00 | \$ 3,060.00 | | |
| TOTAL DIRECT LABOR | 1356 | | | \$ 99,580.00 | |
| 2 LABOR OVERHEAD | Overhead Rate | x Base | Estimated Cost | | |
| <u>2012 & 2013</u> | | | | | |
| Note: BetKon is a newly formed firm and does not have an audited overhead rate. The firm has only one active contract with SANBAG. The above rates reflect those rates proposed and approved by SANBAG. To date Betkon has only run payroll for one employee for the SANBAG project and they do not include Heather McGuffin or Dennis Green. BetKon has an estimate of an overhead of 100% for full time employees. Offer letters are on file for Dennis Green for a base rate of \$75 per hour. Heather McGuffin's base rate is \$26 / hour. John Robles is a 1099 staff and is pass through rates only. No escalation is requested. | | | | | |
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| | | | | \$ - | |
| 3 TRAVEL | | | Estimated Cost | | |
| a. None | | | | | |
| TOTAL TRAVEL COST: | | | | \$ - | |
| 4 SUBCONSULTANTS | | | | | |
| | | | | | |
| TOTAL SUBCONSULTANTS: | | | | \$ - | |
| 5 OTHER DIRECT COSTS (itemize on Page 2 of Form) | | | | \$ 2,000.00 | |
| 6 TOTAL DIRECT LABOR AND OVERHEAD (Total of Item 1 & 2) | | | | \$ 99,580.00 | |
| 7 FEE (6% of Item 6) | | | | \$ 5,974.80 | |
| TOTAL ESTIMATED COST AND FEE: | | | | \$ 107,554.80 | |

**City of Santa Fe Springs
Valley View Avenue Grade Separation Project**


| | | | | | |
|--|--------------------------------|---------------------------|-----------------|---|-----------------------|
| Contract No. 2011-VVGS/PMCM Consultant: BETKON | | CONTRACT PRICING PROPOSAL | | Page 2 of 2 | |
| SUPPORTING SCHEDULE | | | | | |
| ITEM NO. | ITEM DESCRIPTION | | | | ESTIMATED COST |
| 5 | DESCRIPTIONS | Unit | Quantity | Unit Cost | |
| a | Specialized Printing as needed | LS | 1 | \$2,000.00 | \$ 2,000.00 |
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| TOTAL OTHER DIRECT COSTS: | | | | | \$2,000.00 |
| 1) Consultant certifies that estimated costs were prepared in accordance with the federal cost principles. (FAR Part 31) | | | | | |
| Consultant Name: <div style="display: flex; align-items: center;"> <div> <u>8/26/2011</u> Date </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div> Heather McGuffin Print Name </div> <div> President Print Title </div> </div> | | | | Date Prepared: <div style="text-align: center; margin-top: 10px;"> August 26, 2011 </div> | |

BetKon

Note: BetKon is a newly formed firm and does not have an audited overhead rate. The firm has only one active contract with SANBAG. The above rates reflect those rates proposed and approved by SANBAG. To date Betkon has only run payroll for one employee for the SANBAG project and they do not include Heather McGuffin or Dennis Green. BetKon has an estimate of an overhead of 100% for full time employees. Offer letters are on file for Dennis Green for a base rate of \$75 per hour. Heather McGuffin's base rate is \$26 / hour. John Robles is a 1099 staff and is pass through rates only. No escalation is requested.

Coast Surveying

**City of Santa Fe Springs
Valley View Avenue Grade Separation Project
CONTRACT PRICING PROPOSAL**

| | | | | |
|--|------------------------|---|-----------------------|-----------------------------|
| Contract No. 2011-VVGS/PMCM Consultant: Coast Surveying, Inc. | | Consultant Initials:  | | Page 1 of 2 |
| Home Office Address: 15031 Parkway Loop, #B, Tustin, CA 92780 Services to be furnished: Surveying | | Location where work is to be performed: Tustin Total Amount of Proposal: \$50,000 | | |
| DETAILED DESCRIPTION OF COST ELEMENTS | | | | |
| 1 LABOR (specify function / title) | Estimated Hours | Rate per Hour | Estimated Cost | Total Estimated Cost |
| <u>2012 & 2013</u> | | | | |
| Project Manager (Ruel del Castillo, PLS) | 10 | \$ 65.92 | \$ 659.20 | |
| Project Surveyor (Ken Kasbohm, PLS) | 40 | \$ 49.78 | \$ 1,991.20 | |
| Survey Analyst (Neil Darling) | 24 | \$ 40.17 | \$ 964.08 | |
| Survey Party Chief (Rod Reiter) | 160 | \$ 44.69 | \$ 7,150.40 | |
| Survey Chainman (Joe Zimmerman) | 160 | \$ 38.69 | \$ 6,190.40 | |
| <u>2014</u> | | | | |
| Project Manager (Ruel del Castillo, PLS) | 4 | \$ 67.90 | \$ 271.59 | |
| Project Surveyor (Ken Kasbohm, PLS) | 8 | \$ 51.27 | \$ 410.19 | |
| Survey Analyst (Neil Darling) | 6 | \$ 41.38 | \$ 248.28 | |
| Survey Party Chief (Rod Reiter) | 40 | \$ 46.03 | \$ 1,841.20 | |
| Survey Chainman (Joe Zimmerman) | 40 | \$ 39.85 | \$ 1,594.00 | |
| TOTAL DIRECT LABOR | 492 | | | \$ 21,320.54 |
| 2 LABOR OVERHEAD | Overhead Rate | x Base | Estimated Cost | |
| <u>2012 & 2013</u> | | | | |
| Project Manager (Ruel del Castillo, PLS) | 163.81% | \$ 659.20 | \$ 1,079.84 | |
| Project Surveyor (Ken Kasbohm, PLS) | 163.81% | \$ 1,991.20 | \$ 3,261.78 | |
| Survey Analyst (Neil Darling) | 163.81% | \$ 964.08 | \$ 1,579.26 | |
| Survey Party Chief (Rod Reiter) | 163.81% | \$ 7,150.40 | \$ 11,713.07 | |
| Survey Chainman (Joe Zimmerman) | 163.81% | \$ 271.59 | \$ 444.89 | |
| <u>2014</u> | | | | |
| Project Manager (Ruel del Castillo, PLS) | 163.81% | \$ 271.59 | \$ 444.89 | |
| Project Surveyor (Ken Kasbohm, PLS) | 163.81% | \$ 410.19 | \$ 671.93 | |
| Survey Analyst (Neil Darling) | 163.81% | \$ 248.28 | \$ 406.71 | |
| Survey Party Chief (Rod Reiter) | 163.81% | \$ 1,841.20 | \$ 3,016.07 | |
| Survey Chainman (Joe Zimmerman) | 163.81% | \$ 1,594.00 | \$ 2,611.13 | |
| TOTAL LABOR OVERHEAD | | | | \$ 25,229.57 |
| 3 TRAVEL | | | Estimated Cost | |
| a. | | | | |
| TOTAL TRAVEL COST: | | | | \$ - |
| 4 SUBCONSULTANTS | | | | |
| | | | | |
| TOTAL SUBCONSULTANTS: | | | | \$ - |
| 5 OTHER DIRECT COSTS (itemize on Page 2 of Form) | | | | \$ 656.89 |
| 6 TOTAL DIRECT LABOR AND OVERHEAD (Total of Item 1 & 2) | | | | \$ 46,550.11 |
| 7 FEE (6% of Item 6) | | | | \$ 2,793.00 |
| TOTAL ESTIMATED COST AND FEE: | | | | \$ 50,000.00 |

**City of Santa Fe Springs
Valley View Avenue Grade Separation Project**

| | | | | | | | |
|--|------------------|------|----------|---------------------------|-----------------------------------|-----------------|--|
| Contract No. 2011-VVGS/PMCM Consultant: Coast Surveying, Inc. | | | | CONTRACT PRICING PROPOSAL | | Page 2 of 2 | |
| SUPPORTING SCHEDULE | | | | | | | |
| ITEM NO. | ITEM DESCRIPTION | | | | | ESTIMATED COST | |
| 5 | DESCRIPTIONS | Unit | Quantity | Unit Cost | | | |
| a | GPS unit | 1 | 4 | \$100.00 | \$ | 400.00 | |
| b | Misc cost | | | | \$ | 256.89 | |
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| v | | | | | | | |
| TOTAL OTHER DIRECT COSTS: | | | | | | \$656.89 | |
| 1) Consultant certifies that estimated costs were prepared in accordance with the federal cost principles. (FAR Part 31) | | | | | | | |
| Consultant Name: <u>Ruel del Castillo</u> Signature: <u>[Signature]</u> Date: <u>8/24/2011</u> Ruel del Castillo President Print Name: _____ Print Title: _____ | | | | | Date Prepared: August 24, 2011 | | |

Padilla & Associates

**City of Santa Fe Springs
Valley View Avenue Grade Separation Project
CONTRACT PRICING PROPOSAL**

| | | | | |
|---|------------------------|---|-----------------------|-----------------------------|
| Contract No. 2011-VVGS/PMCM Consultant: Padilla & Associates, Inc. | | Consultant Initials VM | | Page 1 of 2 |
| Home Office Address: 211 E. City Place Drive, Santa Ana, CA 92705 | | Location where work is to be performed: Padilla & Associates, Corporate Office | | |
| Services to be furnished: Labor Compliance Monitoring | | Total Amount of Proposal: \$106,873 | | |
| DETAILED DESCRIPTION OF COST ELEMENTS | | | | |
| 1 LABOR (specify function / title) | Estimated Hours | Rate per Hour | Estimated Cost | Total Estimated Cost |
| <u>2012 & 2013</u> | | | | |
| Project Manager (Veronica Martinez) | 176 | \$ 61.89 | \$ 10,893.12 | |
| Sr. Labor Analyst (Chris Icamen) | 688 | \$ 33.22 | \$ 22,853.64 | |
| <u>2014</u> | | | | |
| Project Manager (Veronica Martinez) | 56 | \$ 63.75 | \$ 3,569.82 | |
| Sr. Labor Analyst (Chris Icamen) | 224 | \$ 34.22 | \$ 7,664.52 | |
| TOTAL DIRECT LABOR | 1144 | | | \$ 44,981.09 |
| 2 LABOR OVERHEAD | Overhead Rate | x Base | Estimated Cost | |
| <u>2012 & 2013</u> | | | | |
| Project Manager (Veronica Martinez) | 121.00% | \$ 10,893.12 | \$ 13,180.67 | |
| Sr. Labor Analyst (Chris Icamen) | 121.00% | \$ 22,853.64 | \$ 27,652.90 | |
| <u>2014</u> | | | | |
| Project Manager (Veronica Martinez) | 121.00% | \$ 3,569.82 | \$ 4,319.48 | |
| Sr. Labor Analyst (Chris Icamen) | 121.00% | \$ 7,664.52 | \$ 9,274.07 | |
| TOTAL LABOR OVERHEAD | | | | \$ 54,427.12 |
| 3 TRAVEL | | | Estimated Cost | |
| a. Yes - to Project site & back (2 x month) Field Interviews | | | \$ 1,500.00 | |
| b. | | | | |
| TOTAL TRAVEL COST: | | | | \$ 1,500.00 |
| 4 SUBCONSULTANTS | | | | |
| None | | | | |
| TOTAL SUBCONSULTANTS: | | | | \$ - |
| 5 OTHER DIRECT COSTS (Itemize on Page 2 of Form) | | | | \$ - |
| 6 TOTAL DIRECT LABOR AND OVERHEAD | | | | \$ 99,408.21 |
| 7 FEE (6%) | | | | \$ 5,964.49 |
| TOTAL ESTIMATED COST AND FEE: | | | | \$ 106,872.70 |

**City of Santa Fe Springs
Valley View Avenue Grade Separation Project**

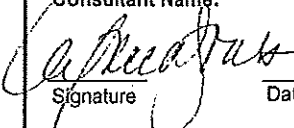
| Contract No. 2011-VVGS/PMCM Consultant: Padilla & Associates, Inc. | | CONTRACT PRICING PROPOSAL | | Page 2 of 2 | |
|---|------------------|----------------------------------|----------|---|----------------|
| SUPPORTING SCHEDULE | | | | | |
| ITEM NO. | ITEM DESCRIPTION | Unit | Quantity | Unit Cost | ESTIMATED COST |
| 5 | DESCRIPTIONS | | | | |
| a | None | Month | | \$0.00 | \$ - |
| b | | | | | |
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| TOTAL OTHER DIRECT COSTS: | | | | | \$0.00 |
| 1) Consultant certifies that estimated costs were prepared in accordance with the federal cost principles. (FAR Part 31) | | | | | |
| Consultant Name: <div style="display: flex; align-items: center;"> <div> <div style="text-align: center;">8/25/11</div> <div style="text-align: center;">Date</div> </div> </div> <div style="display: flex; align-items: center; margin-top: 10px;"> <div style="text-align: center;"> <div style="text-align: center;">Patricia Padilla</div> <div style="text-align: center;">Print Name</div> </div> <div style="text-align: center; margin-left: 20px;"> <div style="text-align: center;">President</div> <div style="text-align: center;">Print Title</div> </div> </div> | | | | Date Prepared: <div style="text-align: center; font-size: 1.5em;">8/25/11</div> | |

Safework, Inc.

City of Santa Fe Springs
Valley View Avenue Grade Separation Project
CONTRACT PRICING PROPOSAL

| | | | | | |
|--|-----------------|---|----------------|----------------------|--|
| Contract No. 2011-VVGS/PMCM Consultant: Safework, Inc. | | Consultant Initials | | Page 1 of 2 | |
| Home Office Address: 21550 Oxnard Street, Suite 570 Woodland Hills CA 91367 | | Location where work is to be performed: | | | |
| Services to be furnished: Safety oversight | | Total Amount of Proposal: \$215,358 | | | |
| DETAILED DESCRIPTION OF COST ELEMENTS | | | | | |
| 1 LABOR (specify function / title) | Estimated Hours | Rate per Hour | Estimated Cost | Total Estimated Cost | |
| <u>2012 & 2013</u> | | | | | |
| Robert Renteria | 1472 | \$ 45.00 | \$ 66,240.00 | | |
| <u>2014</u> | 352 | \$ 46.35 | \$ 16,315.20 | | |
| Robert Renteria | | | \$ - | | |
| | | | \$ - | | |
| | | | \$ - | | |
| TOTAL DIRECT LABOR | 1824 | | | \$ 82,555.20 | |
| 2 LABOR OVERHEAD | Overhead Rate | x Base | Estimated Cost | | |
| <u>2012 & 2013</u> | | | | | |
| Robert Renteria | 146.10% | \$ 66,240.00 | \$ 96,776.64 | | |
| <u>2014</u> | 146.10% | \$ 16,315.20 | \$ 23,836.51 | | |
| Robert Renteria | | | | | |
| TOTAL LABOR OVERHEAD | | | | \$ 120,613.15 | |
| 3 TRAVEL | | | Estimated Cost | | |
| a. | | | | | |
| b. | | | | | |
| TOTAL TRAVEL COST: | | | | \$ - | |
| 4 SUBCONSULTANTS | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| TOTAL SUBCONSULTANTS: | | | | \$ - | |
| 5 OTHER DIRECT COSTS (itemize on Page 2 of Form) | | | | \$ - | |
| 6 TOTAL DIRECT LABOR AND OVERHEAD | | | | \$ 203,168.35 | |
| 7 FEE (6% of Item 6) | | | | \$ 12,190.10 | |
| TOTAL ESTIMATED COST AND FEE: | | | | \$ 215,358.45 | |

**City of Santa Fe Springs
Valley View Avenue Grade Separation Project**

| | | | | | |
|---|---|---------------------------|----------|---|----------------|
| Contract No. 2011-VVGS/PMCM Consultant: Safework, Inc. | | CONTRACT PRICING PROPOSAL | | Page 2 of 2 | |
| SUPPORTING SCHEDULE | | | | | |
| ITEM NO. | ITEM DESCRIPTION | | | | ESTIMATED COST |
| 5 | DESCRIPTIONS | Unit | Quantity | Unit Cost | |
| a | vehicle, cell phone included in OH rate | | | | |
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| TOTAL OTHER DIRECT COSTS: | | | | | \$0.00 |
| 1) Consultant certifies that estimated costs were prepared in accordance with the federal cost principles. (FAR Part 31) | | | | | |
| Consultant Name:  Signature Rebecca Jones Print Name | | | | Date Prepared: 8/25/2011 Date President and CEO Print Title | |

Sequoia Consultants

SEQUOIA Consultants

Engineers, Inspectors and Testing Labs

August 24, 2011

Peter Ho, PE
AECOM
999 Town & Country Road
Orange, CA 92868

RE: **Cost Proposal**
Valley View Grade Separation Project
City of Santa Fe Springs

Dear Peter,

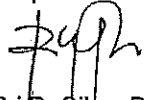
Pursuant to your request, an explanation is provided herein for the basis of two cost proposals submitted for the above references project.

We have submitted a cost proposal based on the direct labor, subjected to our overhead rate and 6% fee offered by the City. An overhead rate of 149%, significantly less than our audited rate of 221% that we are entitled to, is utilized in the cost proposal since we have adopted this rate for public sector clients across the board in fairness of our charges.

We have also provided the City with a cost proposal based on all inclusive fixed rates, which include the overhead rate, fee and all Other Direct Costs (ODC) that apply to labor rates. This option yields a lower labor rate than the option discussed above, allowing more labor hours to be provided for the same budget figure. Therefore, the cost proposal based on fixed rates is recommended.

Please contact us for any questions.

Respectfully submitted,
Sequoia Consultants, Inc.

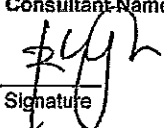


Pri DeSilva, PE
President

City of Santa Fe Springs
Valley View Avenue Grade Separation Project
CONTRACT PRICING PROPOSAL

| | | | | | |
|--|------------------------|---|-----------------------|----------------|-----------------------|
| Contract No. 2011-VVGS/PMCM Consultant: Sequoia Consultants, Inc. | | Consultant Initials PD | | Page 1 of 2 | |
| Home Office Address: 361 W. Grove Avenue, Orange, CA 92865 | | Location where work is to be performed: Jobsite and Offsite Fabrication Plants | | | |
| Services to be furnished: Materials Testing Services | | Total Amount of Proposal: \$69,964 | | | |
| DETAILED DESCRIPTION OF COST ELEMENTS | | | | | |
| 1 LABOR (specify function / title) | Estimated Hours | Estimated Rate per Hour | Estimated Cost | d Total | Estimated Cost |
| <u>2012 & 2013</u> | | | | | |
| Materials Engineer (Pri DeSilva) | 40 | \$ 140.00 | \$ 5,600.00 | | |
| Source Inspector (John Laird) | 160 | \$ 103.00 | \$ 16,480.00 | | |
| Source Inspector - NDT (John Laird) | 32 | \$ 112.00 | \$ 3,584.00 | | |
| Materials Tester (Steve Perez) | 300 | \$ 103.00 | \$ 30,900.00 | | |
| <u>2014</u> | | | \$ - | | |
| | | | \$ - | | |
| TOTAL DIRECT LABOR | 532 | | | | \$ 56,564.00 |
| 2 LABOR OVERHEAD | Overhead Rate | x Base | Estimated Cost | | |
| | | | | | |
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| | | | | | |
| TOTAL LABOR OVERHEAD | | | | | \$ - |
| 3 TRAVEL | | | Estimated Cost | | |
| a. Out of State Fabrication Plants | | | \$ 2,500.00 | | |
| b. Per Diem | | | \$ 1,200.00 | | |
| TOTAL TRAVEL COST: | | | | | \$ 3,700.00 |
| 4 SUBCONSULTANTS | | | | | |
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| | | | | | |
| | | | | | |
| TOTAL SUBCONSULTANTS: | | | | | \$ - |
| 5 OTHER DIRECT COSTS (itemize on Page 2 of Form) | | | | | \$ 9,700.00 |
| 6 TOTAL DIRECT LABOR AND OVERHEAD | | | | | \$ 56,564.00 |
| 7 FEE (6% of Item 6) | | | | | |
| TOTAL ESTIMATED COST AND FEE: | | | | | \$ 69,964.00 |

**City of Santa Fe Springs
Valley View Avenue Grade Separation Project**

| Contract No. 2011-VVGS/PMCM Consultant: Sequoia Consultants, Inc. | | CONTRACT PRICING PROPOSAL | | Page 2 of 2 | |
|--|--------------------|----------------------------------|----------|---|-------------------|
| SUPPORTING SCHEDULE | | | | | |
| ITEM NO. | ITEM DESCRIPTION | Unit | Quantity | Unit Cost | ESTIMATED COST |
| 5 | DESCRIPTIONS | | | | |
| a | Laboratory Testing | LS | 1 | \$9,700.00 | \$ 9,700.00 |
| b | | | | | |
| c | | | | | |
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| TOTAL OTHER DIRECT COSTS: | | | | | \$9,700.00 |
| 1) Consultant certifies that estimated costs were prepared in accordance with the federal cost principles. (FAR Part 31) | | | | | |
| Consultant Name: <div style="display: flex; justify-content: space-between; align-items: flex-start; margin-top: 10px;"> <div style="text-align: center;">  Signature </div> <div style="text-align: center;"> 8/24/2011 Date </div> </div> <div style="display: flex; justify-content: space-between; align-items: flex-start; margin-top: 10px;"> <div style="text-align: center;"> Pri DeSilva, PE Print Name </div> <div style="text-align: center;"> President Print Title </div> </div> | | | | Date Prepared: <div style="text-align: center; margin-top: 10px;"> August 24, 2011 </div> | |

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

July 1, 2011 – June 30, 2012

**SEQUOIA
Consultants**

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

SCHEDULE OF FEES

ENGINEERING SERVICES

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

INSPECTION SERVICES

| | |
|--|---------------|
| Materials Tester (Caltrans) | |
| Caltrans certified Tester with equipment and pickup truck..... | \$103.00/hour |
| Structural Steel | |
| AWS certified Inspector, shop/field | \$103.00/hour |
| ICC certified Special Inspector, shop/field | \$103.00/hour |
| NDT Inspector, shop/field | \$112.00/hour |
| Reinforced/Post-Tensioned Concrete | |
| PCI certified Inspector, shop/field | \$103.00/hour |
| ICC certified Special Inspector..... | \$103.00/hour |
| Structural Masonry | |
| ICC certified Special Inspector..... | \$103.00/hour |
| Fireproofing | |
| ICC certified Special Inspector..... | \$103.00/hour |
| Failure Analysis/Investigation | |
| Engineering Technician | \$103.00/hour |
| Sample Pickup | \$75.00/hour |

LABORATORY MATERIALS TESTING

Soil/Aggregate Testing

| | | |
|---------------------|--|-------------|
| CT 202 / ASTM C136 | Sieve Analysis – Coarse & Fine including Wash..... | 150.00/each |
| CT 202 / ASTM C136 | Sieve Analysis – Coarse | 120.00/each |
| CT 202 / ASTM C136 | Sieve Analysis – Fine including Wash | 120.00/each |
| CT 202 / ASTM C136 | Sieve Analysis – Combined Concrete Aggregate | 200.00/each |
| CT 203 / ASTM D422 | Hydrometer Analysis..... | 200.00/each |
| CT 203 / ASTM D854 | Specific Gravity of Soils by Hydrometer..... | 140.00/each |
| CT 204 / ASTM D4318 | Plasticity Index..... | 150.00/each |
| CA 205 | Crushed Particles..... | 180.00/each |
| CT 206 / ASTM C128 | Specific Gravity & Absorption, Coarse Aggregate..... | 180.00/each |
| CT 206 / ASTM C128 | Absorption Only, Coarse Aggregate | 90.00/each |
| CT 207 / ASTM C127 | Specific Gravity & Absorption, Fine Aggregate..... | 180.00/each |
| CT 207 / ASTM C127 | Absorption Only, Fine Aggregate | 90.00/each |
| CT 211 / ASTM C131 | Los Angeles Rattler Test, 500 revolutions..... | 240.00/each |
| CT 211 / ASTM C535 | Los Angeles Rattler Test, 1000 revolutions..... | 280.00/each |
| CT212 / ASTM C29 | Unit Weight..... | 110.00/each |
| CT 213 / ASTM C40 | Organic Impurities | 140.00/each |
| CT 214 / ASTM C88 | Sodium/Magnesium Sulfate Soundness, Per Sieve..... | 90.00/each |
| CT 216 | Soil Impact..... | 200.00/each |
| CT 216 | Soil Impact – Check Point..... | 140.00/each |
| CT 217 / ASTM D2419 | Sand Equivalent..... | 110.00/each |
| CT 226 / ASTM D2216 | Moisture Content..... | 35.00/each |
| CT 227 | Cleaness Value..... | 190.00/each |
| CT 229 | Durability Index, Fine Aggregate..... | 140.00/each |
| CT 229 | Durability Index Coarse Aggregate..... | 180.00/each |
| ASTM D4829 | Expansion Index..... | 150.00/each |
| ASTM D2844/CT 301 | "R" Value, Untreated Material..... | 250.00/each |
| ASTM D2844/CT 301 | "R" Value, Treated Material..... | 280.00/each |
| ASTM C142 | Clay Lumps and Friable Particles..... | 180.00/each |
| ASTM D4791 | Flat and Elongated Particles..... | 180.00/each |
| ASTM D1557 | Moisture/Density Relationship, 4" mold..... | 210.00/each |
| ASTM D1557 | Moisture/density Relationship, 6" mold | 230.00/each |
| CT 643 | pH, Resistivity, Chlorides & Sulfates | 140.00/each |

Concrete Testing

| | | |
|------------------------|---|-------------|
| CT 521 / ASTM C39 | Compression, 6"x12" Cylinder | 35.00/each |
| ASTM C495 | Compression, Lightweight Concrete | 45.00/each |
| ASTM C42 | Compression, Drilled Core..... | 45.00/each |
| ASTM C42 | Drilling Cores from Shotcrete Panel (Lab)..... | 75.00/each |
| ASTM C109 | Compression, 2" cube specimen..... | 45.00/each |
| ASTM C496 | Splitting Tensile, 6"x12" cylinder..... | 90.00/each |
| CT 523 / ASTM C78/C293 | Flexural Strength, 6"x6"x21" beam..... | 110.00/each |
| ASTM C157 | Volume Change (Drying Shrinkage), Set of 3..... | 390.00/each |
| ASTM C138 | Unit Weight of Concrete Cylinders | 45.00/each |

Asphaltic Concrete Testing

| | | |
|-------------------------|--|-------------|
| CT 302 | Film Stripping..... | 120.00/each |
| CT 303 | Centrifuge Kerosene Equivalent, Coarse & Fine..... | 180.00/each |
| CT 304/375 / ASTM 1561 | Laboratory Test Maximum Density (LTMD)..... | 350.00/each |
| CT 304/366 / ASTM D1560 | Stabilometer Value..... | 240.00/each |
| CT 305 | Swell..... | 110.00/each |
| CT 308 / ASTM D2726 | Specific Gravity of Core..... | 60.00/each |
| CT 309 / ASTM D2041 | Theoretical Maximum Density (Rice)..... | 180.00/each |

Asphaltic Concrete Testing (Continued)

| | | |
|---------------------|--|--------------|
| CT 367 | Recommending Optimum Bitumen Content (OBC)..... | 1200.00/each |
| CT 368 | Recom. Optimum Bitumen Content (OBC) – Open Grade..... | 1350.00/each |
| CT 370 | Moisture Content by Microwave Oven..... | 60.00/each |
| CT 370 | Retained Stability Index..... | 450.00/each |
| CT 382 / ASTM D6307 | Bitumen Content (by Ignition Oven)..... | 160.00/each |
| CT 382 / ASTM D6307 | Correction Factor – Ignition Oven..... | 220.00/each |
| CT 202 / ASTM D5444 | Sieve Analysis of Extracted Sample..... | 150.00/each |
| CT 202 / ASTM C136 | Sieve Analysis of Bin Aggregate Sample, each..... | 60.00/each |
| CT 202 / ASTM C136 | Sieve Analysis of Combined Aggregate Sample..... | 200.00/each |

Masonry Testing

| | | |
|-----------|--|-------------|
| ASTM C140 | Compression Test of CMU Block (gross)..... | 60.00/each |
| ASTM C140 | Absorption & Moisture Content..... | 60.00/each |
| ASTM 426 | Linear Shrinkage..... | 150.00/each |
| ASTM 426 | Unit Weight..... | 60.00/each |
| ASTM 426 | Dimensional Measurements..... | 40.00/each |
| ASTM 1006 | Splitting Tensile..... | 80.00/each |
| ASTM 1006 | Compression Test of Masonry Core..... | 60.00/each |
| ASTM 1006 | Dimensional Measurements..... | 40.00/each |
| UBC 21-16 | Compression Test of 2" x 4" Mortar Cylinder..... | 45.00/each |
| UBC 21-17 | Compression Test of Composite Prism..... | 60.00/each |
| UBC 21-18 | Compression Test of 3" x 3" Grout Prism..... | 45.00/each |

Reinforcing Bars

Resistance Butt Welded Splices (Ultimate Butt Splice)

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

Mechanical Splices (Ultimate Butt Splice or Service Splice)

| | | |
|--------------------|--|-------------|
| CT 670 / ASTM A370 | Sample with Slip, up to #11/36mm..... | 130.00/each |
| CT 670 / ASTM A370 | Sample with no Slip, up to #11/36mm..... | 60.00/each |
| CT 670 / ASTM A370 | Control Bar, up to #11/36mm..... | 60.00/each |
| CT 670 / ASTM A370 | Sample with Slip, #14/43mm..... | 160.00/each |
| CT 670 / ASTM A370 | Sample with no Slip, #14/43mm..... | 110.00/each |
| CT 670 / ASTM A370 | Control Bar, #14/43mm..... | 110.00/each |
| CT 670 / ASTM A370 | Sample with Slip, #18/57mm..... | 220.00/each |
| CT 670 / ASTM A370 | Sample with no Slip, #18/57mm..... | 190.00/each |
| CT 670 / ASTM A370 | Control Bar, #18/57mm..... | 190.00/each |

Headed Bars

| | | |
|-----------|-----------------------------|-------------|
| ASTM A970 | Sample, up to #11/36mm..... | 90.00/each |
| ASTM A970 | Sample, #14/43mm..... | 160.00/each |
| ASTM A970 | Sample, #18/57mm..... | 190.00/each |

Miscellaneous Testing and Equipment

| | |
|---|------------|
| Core Drill – Asphalt and Concrete Coring..... | 150.00/day |
| Skidmore Wilhelm Bolt Tension Calibrator..... | 90.00/day |
| Torque Wrench, Over 750 Ft-Lb..... | 90.00/day |
| Torque Wrench, Up to 750 Ft-Lb..... | 60.00/day |
| Schmidt Hammer..... | 90.00/day |
| R Meter (Pachometer)..... | 90.00/day |
| Anchor Bolt Testing Equipment..... | 90.00/day |
| Ceiling Wire Pull Testing Equipment..... | 60.00/day |

BASIS OF CHARGES FOR PROFESSIONAL SERVICES

Minimum Hourly Charges for Inspectors and Technicians

| | |
|------------------------------|---------|
| Show-up time..... | 2 hours |
| Services up to 4 hours | 4 hours |

Premium Charges

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

Sub-Consultant Services

| | |
|----------------------------|------------|
| Professional Services..... | Cost + 20% |
|----------------------------|------------|

Other Direct Expenses

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

General Terms and Conditions

The terms and conditions stated below will govern the provision of services and will constitute the contract terms between Sequoia Consultants, Inc., ("Sequoia" and "Client") unless the Client and Sequoia have executed a written contract with respect to such services in which case the terms and provisions of the written contract shall control.

Working conditions: Contractor to provide site access to inspection/testing locations.

Scheduling: Dispatch for services to be made minimum 24 hours in advance.

Completion: Inspector will remain on job until discharged by the Client or the Client's representative.

Cancellation: No charge if made before 4:00 p.m. of the preceding day for local inspections within 75 miles radius of Sequoia's facilities in Orange, CA.

Insurance: Sequoia carries all insurances required by law. Additional costs of extra insurance certificates, co-insurance endorsements or additional insurance will be invoiced to the Client at cost.

Terms of Payment: Upon requesting services from Sequoia and in consideration of the extension of credit, Client and Sequoia agree as follows: invoices shall be deemed delinquent if not paid within thirty (30) days from date of invoice, and will be subject to a late payment charge of 1.5% of the invoice total plus an additional charge of 1.5% of the unpaid balance for each month for additional credit and collection expense incurred thereby. Sequoia reserves the right to terminate its services to Client without notice if all invoices are not paid currently. Upon such termination of services, the entire amount accrued for all services performed shall immediately become due and payable. Client waives any and all claims against Sequoia, its subsidiaries, affiliates, servants and agents, for termination of work pursuant to this paragraph. Should Sequoia deem it necessary to refer a past-due account to an attorney or to file suit for collection, Client agrees to pay all actual expenses and costs incurred thereby, including actual attorney's fees and costs. Jurisdiction and venue of all such actions and any other actions arising from this agreement of the provision of services by Sequoia shall be in Orange County, State of California.

Escalation Clause: The prices quoted herein for Sequoia services are firm until the forthcoming ending day of June after client and Sequoia enter into this contract. On July first of each year thereafter, the direct labor charges set forth in the Schedule of Fees will be adjusted in accordance with prevailing wage rates published by the Director of Industrial Relations while the charges for laboratory tests will be adjusted to cover escalations in our direct labor, general administrative and overhead expenses. These modifications will be set forth in Sequoia's current Schedule of Fees, and such adjusted charges shall become the agreed upon basis for the continuation of charges by Sequoia to Client.

Anticipated Costs: Client recognizes and agrees that any "anticipated costs", "budget estimates", or the like that may be prepared by Sequoia are NOT "guaranteed maximums", "lump sums", or "not-to-exceed totals". Client will be invoiced for all work performed.

Indemnification: Client shall indemnify, defend and hold harmless Sequoia from and against all claims, suits, damages, losses, expenses, costs, obligations, liabilities, recoveries and deficiencies, including interest, penalties and reasonable attorneys' fees, that Sequoia shall incur or suffer, which arise or result from or relate to the breach of, or failure by Client, to perform, any representation, warranty, covenant or agreement given or made by Client as set forth in this Agreement.

Limitation of Liability: Client and Sequoia agree to limit the liability, including but not limited to liability for consequential damages, of Sequoia, including its shareholders, officers, directors, employees, agents and representatives for any acts, errors, omissions, breaches of contract, or negligence, active affirmative, passive, concurrent or sole, on the part of Sequoia, arising directly or indirectly from the performance of the professional services under this Agreement, to Client to \$5,000 or an amount equal to Sequoia's invoiced fee, whichever is greater.

Employment Conditions: In consideration of this Agreement and other valuable consideration, the adequacy and receipt of which is acknowledged, Client agrees that during the term of this Agreement and for one year following the term of this Agreement, it will not directly or indirectly, solicit, induce, or attempt to solicit or induce any employee, vendor, or independent contractor of, or consultant to, Sequoia to leave their employment or assignment with Sequoia Consultants. Should any individual dispatched from Sequoia become an employee, temporary employee, vendor, independent contractor, or consultant of client or clients subsidiaries, a placement fee equal to 40% of the existing annual compensation package for Sequoia's representative will be assessed and payable by client to Sequoia upon occurrence.

Dominant Terms: The terms and conditions of this Agreement shall take precedence over any terms and conditions, which may appear in Client's purchase order, approval or acceptance. Any terms and conditions of Client's purchase order, approval or acceptance which are not identical to the terms and conditions of this Agreement are null and void, are not part of the Agreement between Sequoia and Client and are not binding upon Sequoia Consultants, Inc. The terms and conditions of this agreement may not be varied or changed, nor any of its provisions waived, except by written agreement, signed by an authorized representative of Sequoia.



City of Santa Fe Springs

City Council Meeting

October 27, 2011

AWARD OF CONTRACT

Project and Construction Management Services for the Interstate 5 Water Main Relocation for the Carmenita Road Segment

RECOMMENDATION

That the City Council take the following actions:

1. Award a contract to Tetra Tech, Inc. in the amount of \$368,692.00 for project and construction management services for the Interstate 5 water main relocation for the Carmenita Road segment; and
2. Approve the Professional Services Agreement and authorize the Director of Public Works to execute the Agreement for the Interstate 5 water main relocation for the Carmenita Road segment.


BACKGROUND

The Interstate 5 (I-5) Freeway project involves approximately 13,000 feet of City water main relocation and 800 lineal feet of bore and jack pipeline for the Carmenita Road segment. The Community Development Commission, at their meeting of September 8, 2011 authorized the Director of Public Works to solicit Request for Proposals (RFP) for the subject project. The RFP was sent to five (5) firms and was posted to the internet, where 12 firms downloaded the document. A total of four (4) proposals were received on October 4, 2011.

A three-member evaluation team consisting of in-house staff reviewed each proposal based on project-specific criteria, such as the firm's understanding of the work to be done, experience with similar kinds of work, and familiarity with state regulations, quality of staff, etc. The evaluation committee consisted of Noe Negrete, Assistant Director of Public Works, Rafael Casillas, Principal Civil Engineer, and Frank Beach, Utility Services Manager.

A three-member interview panel consisting of in-house and outside staff conducted interviews with the top three most-qualified firms on October, 11, 2011. The interview panel consisted of Noe Negrete, Assistant Director of Public Works, Rafael Casillas, Principal Civil Engineer, and Dan Mueller, Senior Civil Engineer, City of Downey. Based on an evaluation of the proposals and the interviews, the evaluation committee recommends Tetra Tech, Inc. as the most qualified firm for the project.

Attached is a summary of the evaluation committee's rankings of the proposals (Attachment 1) and interviews (Attachment 2). As shown, Tetra Tech, Inc. was the highest rated firm in both the proposal and interview evaluations.

Report Submitted By: Don Jensen, Director 
Department of Public Works

Date of Report: October 20, 2011

The proposals submitted to the City, as well as the evaluation and interview score sheets are on file in Public Works.

FISCAL IMPACT

Project costs, including the cost of Project and Construction management services, are eligible for reimbursement. Local funds are needed to make initial payments.



Thaddeus McCormack
City Manager

Attachment(s):

1. Summary of Proposal Evaluations
2. Summary of Interview Evaluations
3. Tetra Tech, Inc. Proposal
4. Proposed Professional Services Agreement

**PROJECT & CONSTRUCTION MANAGEMENT SERVICES
FOR THE INTERSTATE 5 WATER MAIN RELOCATION
AT THE CARMENITA ROAD SEGMENT
SUMMARY SCORE SHEET**

PROPOSAL EVALUATIONS

| NAME OF FIRM | OVERALL SCORE BY COMMITTEE | | | | TOTAL DIVIDED BY 3 Max =100 (Round Up) |
|---------------------|----------------------------|----|----|----------------|---|
| | A | B | C | TOTAL SCORE | |
| TETRA TECH | 97 | 88 | 93 | 278 | 93 |
| ONWARD ENGINEERING | 53 | 80 | 76 | 209 | 70 |
| COORY ENGINEERING | 51 | 74 | 83 | 208 | 69 |
| HARRIS & ASSOCIATES | 72 | 60 | 74 | 206 | 69 |

The evaluation criteria used for rating the proposals is as follows:

- * Understanding the Work to be Done.
- * Experience with Similar Kinds of Work.
- * Quality of Staff for Work to be Done.
- * Experience in jack and bore operations.
- * Ability to meet schedule project dates.
- * Ability to offer creative solutions.

**PROJECT & CONSTRUCTION MANAGEMENT SERVICES
FOR THE INTERSTATE 5 WATER MAIN RELOCATION
AT THE CARMENITA ROAD SEGMENT
SUMMARY SCORE SHEET**

INTERVIEW EVALUATIONS

| NAME OF FIRM | OVERALL SCORE BY COMMITTEE | | | | TOTAL DIVIDED BY 3 Max =120 (Round Up) |
|--------------------|----------------------------|-----|-----|----------------|---|
| | A | B | C | TOTAL SCORE | |
| TETRA TECH | 116 | 110 | 101 | 327 | 109 |
| ONWARD ENGINEERING | 90 | 92 | 100 | 282 | 94 |
| COORY ENGINEERING | 72 | 86 | 79 | 237 | 79 |

The evaluation criteria used for rating the interviews is as follows:

- * Design Concerns
- * Technical Skills & Expertise
- * Team's Experience/Similar Projects
- * Past Experience/Complexity
- * Experience Working with Caltrans
- * Construction Scheduling



TETRA TECH

October 4, 2011

Mr. Donald K. Jensen
Director of Public Works
City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670

Reference: Interstate 5 Water Main Relocation for the Carmenita Road Segment

Dear Mr. Jensen:

Tetra Tech enthusiastically submits our proposal to provide project and construction management services for the City of Santa Fe Springs (City's) Interstate 5 Water Main Relocation for the Carmenita Road Segment.

Your project has a number of challenges, including three trenchless construction reaches, many coordination requirements, and many scheduling issues. Success of this project will require an extremely talented, world-class project team with similar experience, a solid plan, and dedication. Tetra Tech has that team! Specifically, the Tetra Tech team offers the City:

- **The Depth of Resources of an ENR Top 20 Firm** – Tetra Tech's capabilities to resolve project challenges are strengthened by our depth and breadth. We are a national presence that consistently ranks among *Engineering News Record's* Top 20 engineering firms. TETRA TECH provides a resources "pool" of more than 5,000 engineers and scientists.
- **An Extremely Strong Core Team** – Ken Berard, our Project Manager, will ensure that the necessary resources will be available to the project in order to meet or beat your project design schedule. In addition, Mr. Berard himself will be performing most of the coordination, running the meetings, and directing the inspection.
- **Unequalled Pipeline Design and Construction Experience** – Mr. Berard and his team successfully completed the 60/215 freeway water main relocation for the City of Riverside under very similar circumstances. Thus, they understand the technical and institutional challenges to be faced and tremendous pressures to perform in order to avoid delay of the large, visible, and highly scrutinized Caltrans Freeway project. They are currently completing the design of another freeway bore and jack project for the City of Riverside.

Tetra Tech, Inc.
3200 Inland Empire Boulevard, Suite 130, Ontario, CA 91764
Tel 909.980.6878 Fax 909.980.9016 www.tetrattech.com

Attachment 3



TETRA TECH

Mr. Donald K. Jensen

October 4, 2011

Page 2

Our core team is supported by a "deep bench" of civil and mechanical engineers and in-house permitting and traffic control specialists. In the past four years alone, members of the project team have designed and managed the construction of many miles of water and reclaimed water pipelines throughout Southern California ranging in size from 6 inches to 78 inches in diameter.

- **Responsive Project Approach** -- The Scope of Work and Project Understanding sections of this proposal combine our project management capabilities with our understanding of the key issues related to your project. We offer specific suggestions about schedule control that will help resolve project issues. In order to ensure that no time is lost, we can expedite the project by beginning some work prior to final, formal notice to proceed.
- **Dedication to the City** -- Tetra Tech believes that the City is an important client for us. Our approach to your project will include a "teamwork and partnering" relationship with you. Our goal is to exceed your expectations through hard work, attention to detail, and a high level of communication. We fully understand the cost and schedule implications of this project to the City.

We have included a brief summary of our company information including corporate headquarters and contact information. Our proposal is valid for at least ninety (90) days from the date of this letter.

As Senior Vice President and Senior Project Manager, we pledge Tetra Tech's commitment to serving the City as well as to the accuracy of this proposal. We are excited about the opportunity of working with you on this very important project. Key members of our team stand ready to meet with you to elaborate on our qualifications and approach as well as answer any questions you may have.

Sincerely,

Howard Arnold, P.E.
Senior Vice President

Ken Berard, P.E.
Senior Project Manager

KRB:mr

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Attachment



PROJECT & CONSTRUCTION MANAGEMENT SERVICES FOR THE

Interstate 5

Water Main Relocation for the Carmenita Road Segment

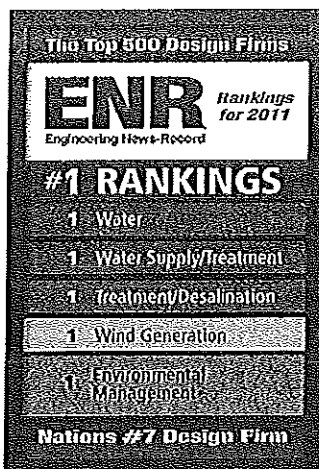


QUALIFICATIONS

Tetra Tech, Inc. is a nationally recognized engineering and resource management firm of more than 13,000 engineers, scientists, construction specialists, and technical support personnel in over 330 offices worldwide. Listed on the NASDAQ Exchange (TTEK), our annual revenues exceed \$2.2 billion (2010). Thus, we are in an excellent financial position and can provide necessary resources to rapidly deploy and meet aggressive project schedules.

Company Background

Established in 1966, Tetra Tech is a leading provider of specialized consulting engineering and management services, complemented by our technical capabilities encompassing research and development, applied science, engineering and architectural design, surveying, construction management, and operations and maintenance. Our firm consistently ranks among the top engineering firms annually according to *Engineering News-Record*, a highly regarded industry news magazine. In 2011, Tetra Tech was rated 1st in the "Water" category and 7th among the "Top 500" consulting firms nationwide.



Tetra Tech's reputation as a leader in consulting engineering is validated by Top 10 ratings annually by ENR.

Organization / Available Resources

As one of the largest engineering consulting firms in the United States, Tetra Tech has built a reputation in the industry as a leader in developing effective solutions to constantly changing and challenging engineering issues. The following summarizes available resources to meet your specific facilities planning, design, and construction needs.

Consultant:

Tetra Tech, Inc.

Legal Form of Company:

Corporation (publicly traded)

Year Established:

1966 Tetra Tech, Inc.

Personnel:

13,000 associates company-wide

Branch Offices:

330 offices world-wide

Corporate Headquarters:

Tetra Tech, Inc.
3475 East Foothill Boulevard, Suite 300
Pasadena, CA 91107
Telephone 626/351-4664

Contacts:

Ken Berard, P.E.,
Senior Project Manager
Tetra Tech, Inc.
3200 Inland Empire Blvd., Suite 130
Ontario, CA 91764
Telephone 909/980-6878
Fax: 909/980-9016
e-mail: ken.berard@tetratech.com



QUALIFICATIONS

Financial Stability

As a publicly traded company, Tetra Tech's financial information is publicly disclosed on a quarterly basis in accordance with the regulations of the U.S. Security and Exchange Commission. This information, as well as our firm's Annual Reports containing independently audited financial statements, is readily available to the City and the public on our website -- www.tetrattech.com.

PROJECT EXPERIENCE

To demonstrate project experience, we have chosen to highlight just three projects in this section. These projects were all completed with Mr. Berard acting as the Project Manager. These projects also involve the design, construction management, and construction inspection of watermain projects including bore and jack construction.

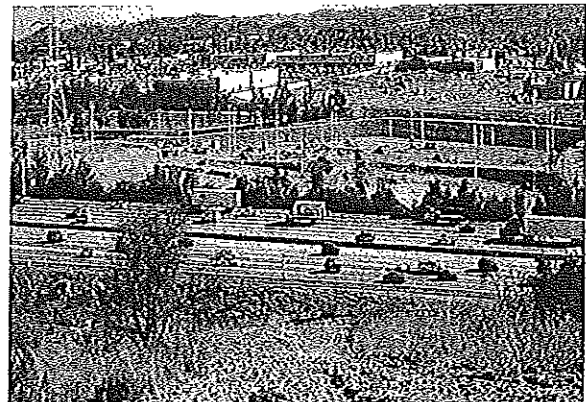
In addition, our experience includes completion of the design of the subject pipelines for the City.

City of Riverside – 60/215 Freeway Watermain Relocation:

Tetra Tech provided design, construction management, resident engineering and construction observation services for this \$3.1 million water transmission main relocation project for the City of Riverside. Designed and constructed under a fast-tracked schedule, the project was necessitated by the SR-60/I-215 bridge demolition as part of a freeway expansion by Caltrans. Three pipelines, including 66-, 36- and 30-inch diameter transmission mains, were tunneled approximately 1,200 feet under the freeway using a single portal approximately 50 feet deep. The shoring on the portal included steel sheeting, H-piles, and timber lagging. To

minimize impacts on the surrounding residents, the receiving portal was constructed using a 10-foot diameter steel casing drilled by an 11-foot auger. The new water transmission mains replaced the existing 20-, 24-, 30-, 36, 42-, and 48-inch concrete lined steel pipelines that served as the City's primary sources of water supply.

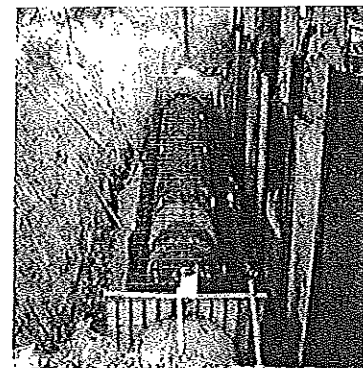
The project was closely coordinated with other involved agencies, including Caltrans and private utilities. This project, with three bore and jacks, is very similar to the proposed project with 3 bore and jacks.



210 Freeway Crossing in Glendora

City of Glendora, South Hills East Transmission Main

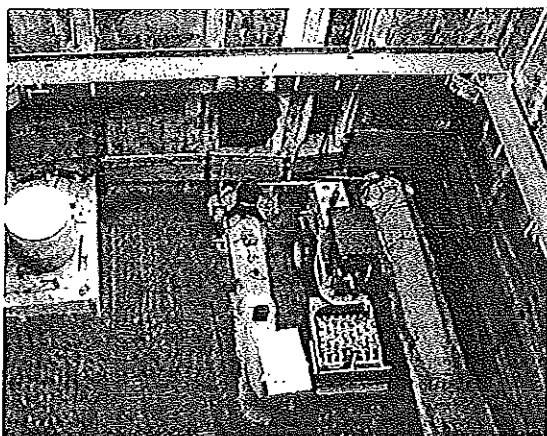
Seeking to complete the final segment of a vital link between its South Hills East Reservoir and the easterly portion of the Zone 2 distribution system, the City of Glendora retained Tetra Tech to





QUALIFICATIONS

provide design and construction engineering services for a 16-inch water transmission main over 1,500 feet in length. The new pipeline is connected at the existing 2.5 MG reservoir and travels through an existing encasement that runs under the 210 freeway, across a Los Angeles County flood control channel, and connects to an existing 16-inch transmission main on the north side of Louie Pompei Park. Crucial to design was the geotechnical evaluation to ensure adequate pipe support for steep natural slopes (up to 1:1), along with long-term slope stability to mitigate potential stormwater drainage issues.



Backfilling Receiving Pit

Timely application for permits from Caltrans (bore and jack crossing), Los Angeles County Department of Public Works Flood Control (channel crossing), and other local utilities were crucial to the project. Tetra Tech provided final design and construction assistance for 1,500 linear feet of 16-inch steel pipe. This project was completed in September of 2010 and represents a very recent jacking project under Cal-Trans right-of-way.

Tetra Tech provided design, construction management, and construction inspection for this project.

City of Riverside, 91 Freeway HOV Watermain Relocations

Caltrans plan to add High Occupancy Vehicle lanes to State Route 91 required that the City of Riverside relocate two water mains. With the success of the "60/215 freeway watermain relocation" project, the City again retained Tetra Tech. This project is currently on-going and is in the design phase.

The relocation requires two separate bore and jack tunnelings under the freeway for 12" and 24" carrier pipes as well as a bore and jack under a railroad. Work includes geotechnical bores/analysis, traffic control plans, permitting for Cal-OSHA, Caltrans and coordination with BNSF railroad, four bid document review submittals, potholing, and construction services including construction management and inspection.

A very aggressive project schedule was adopted in order for the relocations to be completed prior to Caltrans construction work on the freeway. The schedule allows for 70 days for design, 36 days for bidding, and another 75 days for construction.

STANDARDS EXPERIENCE

All of our project team is based out of Southern California and 95 percent of our work is for local public agencies. As such, we are very familiar with the standards that this project will follow including the Green Book (APWA standards), Gray Book (County of Los Angeles standards), and Caltrans standard plans and specifications.



STAFFING & ORGANIZATION

Perhaps the most important parameter for technical qualifications of a consulting engineering team is the experience of the individuals. A brief review of the experience of our project team demonstrates that we have included staff with decades of experience specialized in the planning, design and construction of public water facilities.

Equally important, but more difficult to quantify and demonstrate, is the responsiveness of the team. Responsiveness is especially important in construction management where so much of the work is "reactive" to the Contractor, Caltrans, and others. In construction management, it is very important to be responsive and avoid any perception that construction progress was unduly affected. Three traits though are a good indicator of future responsiveness. The first trait is past performance. We would like to demonstrate our past performance by highlighting our past work with the City of Riverside. We worked successfully on the completion of the City's very similar project, the 60/215 Freeway Watermain Relocation. That this project was a success is demonstrated by the fact that the City of Riverside recently selected us on a very similar project involving two bore and jacks across the 91 freeway. We are currently working on this project and expect to have the design completed soon.

Of course, the City also has first-hand experience with our responsiveness for the work we have done on the design of the subject project. Although the project schedule is not exactly as originally planned due to Caltrans issues, mostly with land

acquisition, we have been quick to make revisions to the plans at the City or Caltrans request and have been helpful in providing direct coordination with Caltrans. We would work in a similar manner on the construction management for this project – providing as much coordination as the City wants us to, while keeping the City in the loop.

The second trait is the ability to respond with the proposed team. To address this, we have assembled a cohesive team which can be demonstrated by the years of experience together at Tetra Tech (please see the Staff Experience table in this section). This cohesiveness provides assurance that the team is very familiar with each other and can therefore quickly and efficiently respond to issues in concert and as a team where all the parts understand the common goal and how to get there. For example, Howard Arnold, Ken Berard, and Manny Briones all worked on the City of Riverside Construction Management for the 60/215 freeway.

The last trait is the availability of the individuals. We pledge to the City that the individuals identified herein are available to the extent needed to complete your project within the schedule. And, because schedules can change, sometimes drastically, we have identified an alternate inspector, just to provide the assurance that we can handle any construction schedule thrown at us. This provides a good back-up for any vacations, sickness, or other unforeseen circumstances that can affect staff availability.





STAFFING & ORGANIZATION

OUTSTANDING PROJECT MANAGEMENT TEAM

This section of our proposal presents our core project organization and summarizes recent, relevant experience of the key team members. More detailed information on project experience and resumes are presented in the appendix.

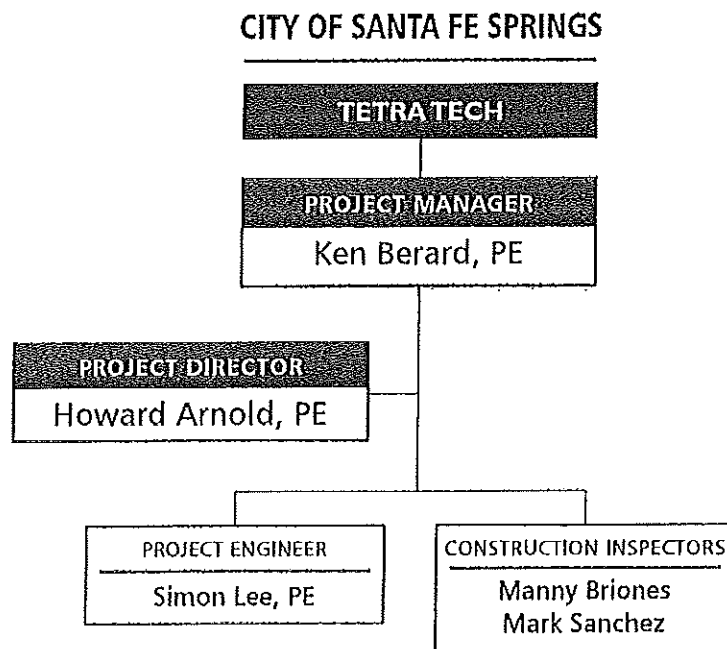
Tetra Tech's commitment to the City's project is demonstrated through the establishment of a core team composed of the firm's best and brightest. Please refer to the organization chart.

Our team approach includes the designation of Mr. Ken Berard as the Project Manager.

Mr. Berard will be assisted by Mr. Howard Arnold who will be the Project Director. Both have been involved with the design of the subject project and both will be involved throughout the duration of the construction. Mr. Manny Briones will be our construction inspector. And rounding out our team is Simon Lee who will help with much of the office support such as review of payment requests.

The core team provides an excellent task-to-talent match for the City's project. In addition, they have worked with each other, and they have worked on the recent, relevant projects described in this proposal. A thumbnail sketch of their experience is presented in the matrix below.

P R O J E C T T E A M C H A R T





STAFFING & ORGANIZATION

In addition to the identified core team, our Company offers additional niche expertise that could prove to be valuable should the need arise. We can tap this expertise in a way that other firms, who must use subconsultants for much of this work cannot. For example, we have on staff registered traffic control engineers. Should questions regarding temporary traffic control or optimum location of pipeline to reduce traffic impacts come up, we can simply obtain quick advice from this staff. If it were desired to provide more complete services, we could also easily accommodate that need.

Other potentially useful expertise we have in house includes structural engineers. Should pit shoring or pipeline integrity issues present themselves, we have registered structural engineers experienced with this type of design to help out. We also have experienced construction observers who have worked on a number of bore and jack projects as well as countless pipeline projects.

Mr. Ken Berard will manage the project. He brings more than 24 years of experience to this project and will provide overall direction and coordination, technical oversight, quality management, and day-to-day contact with the City on design issues. Ken was the project manager for the 60/215 bore and jack project for the City of Riverside. He recently completed the jacking of a 16-inch watermain under the 210 freeway for the City of Glendora, and was a project engineer for the fast tracked Carlsbad Seawater Desalination Conveyance Pipeline. Mr. Berard is

currently the project manager for the City of Riverside's 91 freeway crossing which includes two bore and jack crossings. And of course, Mr. Berard is the project manager for the design of the subject project.



Freeway Drive

Mr. Berard will be supported by **Mr. Simon Lee**, Project Engineer, as well as several other design engineers. Simon has 6 years of experience and has designed many water transmission mains in Southern California. Simon and Ken recently teamed together to complete the fast track design of the Carlsbad Seawater Desalination Conveyance Pipeline. In addition, Simon has provided the design and assisted on the construction for many of the pipeline projects Ken has completed over the last few years. Currently, they are working together on the Riverside 91 Freeway Crossing project.

Mr. Howard Arnold, a Vice President of Tetra Tech, with over 28 years of experience, will provide the quality control. Howard's pipeline experience includes water, recycled water, wastewater, storm drain, and gas.



STAFFING & ORGANIZATION

Our construction support team will be the same staff as our design team, which means our construction support team will be intimately familiar with the project and will not require any "start-up" time; a significant advantage for an aggressive project schedule. Mr. Berard will act as the Construction Manager and Mr. Lee will act as the Construction Engineer. They will be supported by Manny Briones, our construction inspector. This construction support team is familiar with providing design followed by construction support, as this is a common organization we have successfully used on many projects.

Mr. Manuel Briones has years of pipeline construction experience in addition to many years of pipeline construction inspection experience. **Mr. Briones'** previous experience as a Contractor provides him with excellent credibility as an inspector. **Mr. Briones** served as construction observer for the City of Riverside's 60/215 Freeway Watermain Relocation Project. He has 19 years of experience as a contractor and 15 years of experience as a construction inspector – all in public works types of projects.

Ms. Molly Mell will be available to assist with traffic control issues, should it be necessary. Ms. Mell has 18 years of experience in traffic engineering and is very familiar with Cal-Trans requirements as well as local traffic issues. We also would like to identify **Mr. Dale Wah** to assist with structural engineering issues, if it becomes necessary. Mr. Wah's 32 years of experience to help identify excavation shoring requirements, issues, and costs, could prove to be valuable.



Firestone Boulevard



**STAFFING & ORGANIZATION****Staff Experience**

| Key People Matrix Team Member/Role | Credentials/Yrs. Experience/Yrs. At Tetra Tech | Recent Relevant Experience |
|--|---|--|
| Ken Berard, P.E. <i>Project Manager</i> | B.S. Civil Engineering <i>24 years/ 23 years with Tt</i> | Riverside 91 Freeway Crossings, Glendora South Hills East Transmission Main, Water Facilities Authority, Riverside 60/215 Freeway Crossing, Inland Empire Utilities Agency, Carlsbad Conveyance Pipeline, Corona Butterfield Park, State Street Feeder, 29 |
| Howard Arnold, P.E. <i>Quality Control</i> | B.S. Civil Engineering <i>28 years / 17 years with Tt</i> | Riverside 91 Freeway Crossings, Carlsbad Conveyance Pipeline, Lower Otay Pipeline, North County Distribution Pipeline, Pacific Park, West Basin, Upper Twin Oaks, Long Beach, Anaheim 1-5, Green Acres |
| Simon Lee, P.E. <i>Design Engineer</i> | B.S. Civil Engineering <i>6 years/ 6 years with Tt</i> | Riverside 91 Freeway Crossings, Riverside 60/215 Freeway Crossing, Inland Empire Utilities, Mountain Av. & 25 th St. Upland |
| Molly Mell, P.E. <i>Project Manager – Traffic Control If needed</i> | B.S. Civil Engineering <i>18 years / 18 years with Tt</i> | Riverside 91 Freeway Crossings, Cal-Trans Hasley Canyon, Cal-Trans Shield/McKinley ramp |
| Dale Wah, P.E. <i>Project Manager- Structural Assistance if needed</i> | B.S. Civil Engineering <i>32 years / 28 years with Tt</i> | Riverside 60/215 Freeway Crossing, Glendora South Hills East Transmission Main Glendora Big Dalton Pipeline Crossing |
| Manuel Briones <i>Construction Observer</i> | <i>ACI Concrete Field Testing, OSHA 10 hr 19 years / 12 years with Tt</i> | Pipeline Contractor, Riverside 60/215 Freeway Crossing, San Bernardino College Pipeline |
| Mark Sanchez <i>Construction Observer If needed</i> | <i>ACI Concrete Field Testing, OSHA 10 hr 7 years / 5 years with Tt</i> | Pipeline Contractor, Moulton Niguel Pipeline, Yorba Linda Water District Water Mains |



APPROACH

The water transmission main relocations under and adjacent to State Route 5 consist of about 13,000 lineal feet of water main with three bore and jack tunnels.

The Carmenita Rd. Segment has a very aggressive schedule that requires completion of construction in a manner that stays ahead of the Caltrans Contractor. Caltrans has retained a Contractor and requires that Contractor to provide a schedule of work within certain limitations that Caltrans requires. Since Caltrans does not yet have access to all required properties, completing construction without delaying the Caltrans Contractor will be a bit of a juggling act and require planning, coordination and flexibility to change the plan.

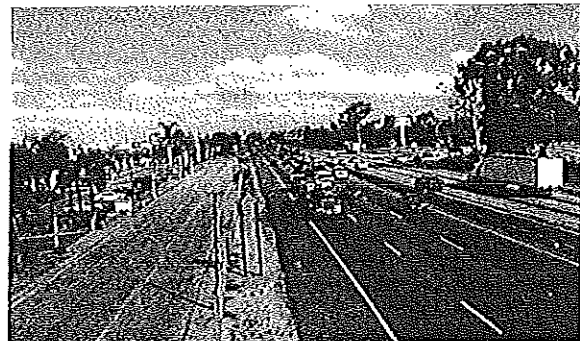
In addition, the Project Manager for this project will have to verify that all of the required permits are obtained and that the permit requirements are met. Permits from the RWQCB, Cal-OSHA, and Caltrans will be required. Caltrans will be particularly interested in verifying that the RWQCB permit requirements (i.e. NPDS) are met, as Caltrans is very sensitive to this issue due to non-compliance penalties they have incurred in the past.

Meeting the Schedule – The schedule noted in the RFP is very aggressive. Boring and tunneling projects are subject to construction delays if soil conditions vary from expectations or if other unknown circumstances arise. Therefore, meeting the schedule will require planning, flexibility, and constant follow-up to determine the status of various tasks, many of which will be outside the control of the Project Manager.

Resolving Key Issues – Our past experience resolving the types of key issues involved in your project will facilitate decision making.

MEETING THE SCHEDULE

The schedule is critical because Cal-Trans are working on a large project to make improvements to 15 miles of the 5 freeway. This is a large, high dollar project with significant impacts to many people. It is vital for the City of Santa Fe Springs to complete the project within the Cal-Trans schedule as any delays to the Cal-Trans project that can be perceived to be due to the City would likely result in significant negative publicity and political pressure. We worked for the City of Riverside under virtually the same conditions and successfully completed that project and we will successfully complete this proposed project.



Cal-Trans to improve 5 Freeway

Tetra Tech has experience accelerating pipeline schedules including our work with the City of Riverside for the 60/215 bore and jack crossings at Iowa Ave. and Linden Street. We found in this project that our role during construction can best be described as facilitating the schedule. We identified and resolved potential impediments before they affected the schedule. We did this partly by ensuring that the contractor was performing adequate planning. We made sure permits were obtained before they were needed and that construction tasks were well thought out prior to performing the work.





APPROACH

Begin Work Early

We will not only begin work as soon as we obtain a notice to proceed, we can complete certain critical tasks, at our own risk, prior to formal approval. We did this for the design task of the project and are prepared to do this for the construction phase. At this time, it is unclear on the exact timing of tasks; however, Tetra Tech is willing to do what we can prior to a formal notice to proceed, as we understand the critical nature of the schedule as well as fixed time periods available for formal approval by the City.

Obtaining Permits

Caltrans

We have already built up relationships with Caltrans Project staff during the design of the project and we understand the Caltrans organization and individual staff responsibilities. During the design, we have worked with Hayks Aghajanian on the utilities. Nancy Pe is the Design Manager, and Zareh Shahbazian is the Caltrans Project Manager. We also understand that some of the Caltrans staff have similar responsibilities for other portions of the project and sometimes there are other Caltrans staff with those responsibilities on neighboring portions of the freeway widening.

Our approach will be to work directly with Caltrans staff while notifying the City of correspondence and direction in as much as the City is comfortable with us working directly with Caltrans staff. We will always take our cue from the City. Although we will only take direction from the City, we will coordinate with Caltrans and listen to their comments. Some comments can be taken care of immediately, while others will require direction from the City.

Railroad

Railroads can be very slow to provide permits and they can be very difficult to apply pressure in order to speed up the process. We do not believe the City is obligated to obtain a formal permit from the railroad, but understand that the City would like to follow the process regardless.

We do believe that the City is obligated to inform the railroad and to provide adequate clearances, protections, and working conditions (e.g. provide flagmen if needed). When working with the railroads, again we will take our cue from the City.

DOING A FIRST CLASS JOB

Our commitment to doing a first class job for you includes providing a high level of services, identifying additional tasks that will improve the project, and implementing proven project management procedures.

Providing a High Level of Service

Regardless of the schedule, and the pressures to meet the schedule, the highest priority must be placed on ensuring that the City receives a first class construction project. We cannot forget that after project completion, it is the City that will have to live with the pipeline over the next several decades.

We will provide the City with an experienced, knowledgeable, and enthusiastic staff dedicated to providing a high level of service. We will do a 100 percent complete job, which will allow City staff more time to concentrate on other responsibilities. As described, Tetra Tech is committing our top senior managers to your project.





APPROACH

RESOLVING KEY ISSUES

The ensuing discussion focuses on several key issues that must be addressed to successfully complete the project: schedule, permits, utilities, traffic control, and construction management.

Traffic Control

We have on staff a registered traffic engineer who specializes in temporary traffic control. Our traffic engineer will be able to provide advice on traffic control, should it become necessary. Having a traffic control expert on hand can also serve to facilitate solutions that include Caltrans agreement.

Utilities

Utilities are the single biggest cause for change orders on pipeline projects in urban areas. When schedule is critical, utilities become even more critical. If any conflicts develop, they must be resolved quickly and correctly. For this project, utility conflicts are exacerbated due to the fact that many of the utilities are relocating, and exactly when and how they relocate is not set in stone.

When a conflict is discovered, we will attend to it immediately and make sure the solution is in the best interest of the City while ensuring that a speedy resolution mitigates or eliminates a change order from the Contractor.

Meticulous Record Keeping

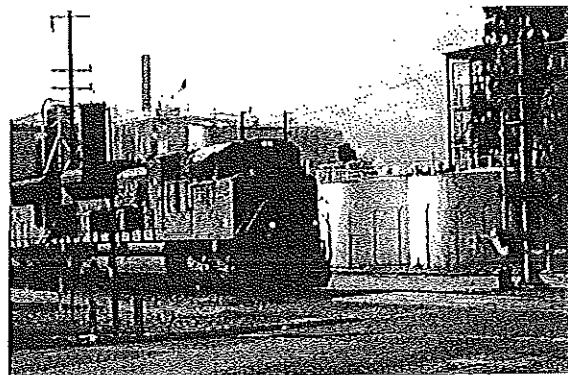
Record keeping is key to a smooth running project. It also is necessary to answer questions or requests for change orders. Sometimes construction can move very fast and decisions are made and agreed upon quickly. But no matter how fast things are moving, all issues and agreements must be documented. This is especially critical for this

project in order to ensure that Caltrans fully reimburses the City for all project costs.

Construction Support

Solid construction management is needed to maintain control of the project schedule, costs, and quality.

Our construction support/management centers around four main points. In this proposal, we have included shop drawing review, responding to RFIs, review of Change Order Requests, and construction staking. We also include services such as daily meeting/coordination with the contractor, pay request review, daily observation, punch list, final testing and start-up, and record drawings.



Railroad Crossing requires Bore & Jack

Experience

Experience and knowledge of the construction process for water mains, including boring and jacking, will allow us to make the right decisions at the right times. Our depth of experience in this type of work allows us to foresee many potential issues and resolve them before they become a significant problem. Our experience also allows us to know when the contractor has legitimate concerns or change orders, and when he doesn't.



APPROACH

Thorough Inspection

Our inspectors for this project have construction experience as well as inspection experience. They realize it is their job to strictly enforce the construction contract and understand how to accomplish this. From work methods, to materials, to public relations issues, our inspectors know what to watch and are instrumental in insuring a quality project.

Communication

Constant communication with the City and the contractor improves relationships, work quality, schedule, and reduces public relations issues. Good communication will also foster respect for all parties which will allow the project to run smoothly. We will initiate constant communication using meetings, phone, e-mail, and drawings or sketches when necessary.

Planning

One of the cornerstone philosophies of our construction management is the planning we do with the Contractor. Although it is the responsibility of the Contractor to plan construction tasks, we believe that our participation in this task can greatly increase construction quality and efficiency. Our participation may simply be asking questions about labor and equipment anticipated for certain tasks. If we are satisfied that the Contractor has given the subject thought and has an adequate approach, we need do no more. However, if the Contractor hasn't planned out the task sufficiently, we will probe and ask more questions. Often times, the Contractor just needs to be encouraged to spend the time to plan. At the same time, we will make the Contractor aware of our typical concerns for the task being planned so that the

Contractor is not surprised with our inspection during the construction.

For example, prior to making a system connection, we will make sure that the potholing has been performed and adequate information is known about the connection material and location, we will talk about the status of the couplings, and we will ask about sump pumps and other equipment that may not be necessary but should be on hand in the event it is needed in a hurry.

OVERALL PROJECT MANAGEMENT

To accomplish all of the project goals, we will utilize solid management and a detailed, organized work plan. From the many similar projects we have completed in the past, we have developed a methodology and philosophy that will allow us to accomplish all of the project goals. We will implement standard project controls to monitor and evaluate project progress. A detailed critical path schedule with milestone submittal dates and a projected project expenditure curve will be developed. A centralized computer based project accounting system will be used to accurately monitor the expenditure of person hours and dollars. The accurate accounting of project expenditures, coupled with a detailed critical path schedule incorporating milestone submittals, will enable us to modify our project work plan at the earliest indications of deviations from the plan.

Quality Control

Quality management is an integral part of our management plan. Tetra Tech has developed an office environment and philosophy which encourages quality. Our quality assurance program includes preparation of a Quality Control (QC) Plan for projects such as yours.





APPROACH

The QC Plan specifies the authorization, requirements, and procedures for quality control. The plan is modeled after the ASCE publication, "Quality in the Constructed Product." The plan is flexible and can be modified to respond to specific client requirements.





TETRA TECH

Kenneth R. Berard, P.E.
Senior Project Manager

Mr. Berard has extensive experience in many facets of water/wastewater engineering. Mr. Berard has performed numerous studies ranging from complete water master plans to efficiency studies. His design experience includes preparing plans, specifications, and cost estimates for sewers, reservoirs, pump stations, wells, pipelines, chlorination facilities, and pressure reducing facilities. Mr. Berard also has extensive experience in hydraulic modeling. He has used and is familiar with H2ONET, Cybernet, EPA NET, FFAST, Kentucky Pipe, and Waterworks computer programs. In addition, Mr. Berard is familiar with other computer programs including AutoCAD, Excel, Lotus 1-2-3, Storm Plus (for open channel flows), and others. Rounding out Mr. Berard's experience is work he has done in inspection, construction administration, shop drawing review, and plan checking.

EXPERIENCE

Water Main Relocation Under the SR-60/I-215 Freeway, City of Riverside, Riverside, CA – Design Engineer for a \$3.1 million water main relocation project (completed 2003), involving 20- to 48-inch diameter pipelines, necessitated by a bridge demolition and freeway expansion by Caltrans. Serving as the City's primary sources of water supply, design was fast-tracked and construction closely coordinated closely with other involved agencies. Services included preparation of construction plans, specifications, and estimates as well as construction management, resident engineering and inspection.

Recycled Water Pipelines Project, Inland Empire Utilities Agency – Project Manager for the design of various pipeline projects to supply recycled water to recharge basins for percolation to the groundwater basin, industrial reuse applications, and landscape and agricultural irrigation. Design included bore-and-jack installation under a railroad and two open channel crossings by pipeline suspension on a bridge. Pipeline segments include the Fourth Street Recycled Water Pipeline encompassing 21,000 feet of 30-inch pipe, 5,800 feet of 24-inch pipe, and a 2,500-gpm pumping facility; Etiwanda Extension Recycled Water Pipeline involving the design of 3,000 feet of 36-inch pipe; and, Whittram Avenue Recycled Water Pipeline totaling 3,700 feet of 16-inch pipe, 5,100 feet of 12-inch pipe, and a 2,500-gpm pump station. Services included environmental review; concept design and preparation of a Preliminary Design Report, geotechnical evaluation, utility research, surveys, plats and legal descriptions for rights-of-way acquisition, permitting, and final design.

10th Street Water Transmission Main, City of San Bernardino Municipal Water Department, San Bernardino, CA – Construction Manager for inspection and construction administration services during the installation of 30-, 36- and 60-inch ductile iron water transmission main. The \$9.0 million pipeline project was constructed within downtown San Bernardino. It also included installation of more than 500 feet of 78-inch diameter microtunnel crossing under the 215 Freeway and the Burlington Northern/Santa Fe railroad tracks, as well as two bore-and-jack street

Project Role:
Project Manager

Education:
B.S., Civil Engineering,
California State Polytechnic
University, Pomona, 1986

Registrations/Certifications:
Professional Civil Engineer,
California, 1992, No. 45499

Professional Affiliations:
American Water Works
Association

Inland County Water
Association

Office:
Ontario, California

Years of Experience:
24

Years with Tetra Tech:
23



crossings.

Butterfield Park Recycled Water Pilot Project, City of Corona, Corona, CA – Project Engineer for the design of 5,000 feet of 12-inch recycled water main, including connection to treatment plant and to retrofit of Butterfield Park. The alignment crossed a sensitive habitat area, including a stream crossing, necessitating bore-and-jack construction and permits from the Army Corps of Engineers.

College Pipeline, City of San Bernardino Municipal Water Department, San Bernardino, CA – Project Manager for construction management services for 1,000 feet of 36-inch ductile iron pipe waterline and 1,500 linear feet of 24-inch ductile iron pipe for the City of San Bernardino, Municipal Water Department. This project includes the installation of 150 feet of 42-inch bore

Modifications of the Santa Fe Springs Reservoir and Pump Station, Central Basin Municipal Water District – Design Engineer for the conversion of an existing potable reservoir to a non-potable reservoir. The reservoir also allowed for a supplementary connection to the potable system. The pump station conversion re-piped the suction and discharge as well as brought the station up to code.

Hydraulic Modeling, City of Santa Fe Springs – Project Manager for updating the City's H2O Net computer model of their water system and performing analyses to determine the water system's ability to receive and deliver water to/from neighboring water purveyors.

Carlsbad Conveyance Pipeline, Poseidon Resources, Carlsbad, CA 2010 – Project Engineer for five turnout facilities ranging in size from 18-inch to 42-inch and flows ranging from 8 CFS to 92 CFS. These turnout facilities provided water from the Carlsbad Seawater Desalinization Plant to San Diego County Water Authority's Aqueduct No. 2 as well as other Agencies. This fast tracked design-build project required only six weeks for 50 percent plans.

Sepulveda Feeder Interconnection Project – Modifications to MWD turnout WB-26B – Los Angeles County Department of Public Works, Waterworks Division – Project Manager for engineering services for a new turnout and pipeline from Metropolitan Water District's Sepulveda Feeder for a higher pressure water connection to the County's Malibu system. The services included civil/mechanical/electrical design, topographic survey, geotechnical investigation, corrosion protection design, surge analysis, and potholing utilities. The design of 350 psi rated piping, valved outlet, modified meter vault, new pressure reducing and pressure relief valve vault, and a "switch-out" vault for operational flexibility were required components. The project included permitting with Caltrans for work in State Route 187 and coordination with MWD for compliance with their design standards.

48-inch Casing Under 210 Freeway Extension, Water Facilities Authority – Project Manager for the preparation of bid documents and construction administration services for this very accelerated project to construct a 48-inch steel casing under the future 210 Freeway. Due to the impending paving of the freeway, it was critical to complete the project from design through construction completion within 20 days. The project included obtaining a Caltrans Encroachment permit and approval by the Metropolitan Water District to construct within MWD right-of-way. The goal was accomplished by meeting with and working closely with Caltrans, MWD, the Contractor, and WFA. Assisted WFA with locating suitable steel pipe for immediate purchase and shipping.

Forman Street and 9th Street Water Main Replacements, City of Upland, Upland, CA – Project Manager for this project which included preparing bid documents to replace approximately 4,200 feet of 8-inch water main located in two separate areas within the City. The work included main replacement, existing main abandonment/removal, new services, new fire hydrants, and traffic control plans. Maintaining access to commercial buildings and maintaining adequate traffic patterns are critical aspects of this project.



Howard Arnold, P.E.
Vice President

Mr. Arnold has 31 years of experience in design and construction of water and wastewater projects. He is an active leader with professional organizations dedicated to improving California's water supply and wastewater treatment to meet the region's future needs. He has served as principal on the projects listed below.

EXPERIENCE

Mission Avenue Water Lines and Roymar Sewer Force Main, City of Oceanside, Oceanside, CA – Project Director for full-time construction management and inspection services for the installation of 24- and 30-inch water lines in Mission Avenue and the 12-inch Roymar sewer force main for the City of Oceanside. Approximately 5,600 linear feet of ductile iron waterlines and 3,200 linear feet of 12-inch PVC sewer force main, as well as associated appurtenances, were constructed. Installation of the sewer pipeline involved the construction of 100 linear feet of 24-inch steel casing installed by jack or tunnel method under intersecting roadways. Due to the high volume of traffic within this major thoroughfare, nighttime construction took place to mitigate inconvenience to commuters, local residents, and neighboring businesses.

As-Needed Civil Engineering Services, City of San Diego Metropolitan Wastewater Department, San Diego, CA – Under a two-year contract, served as Project Director for several emergency response/repair projects in San Diego canyon areas, including: Gesner Canyon Pipeline Protection/Storm Sewer Extension involving the design of 24- and 30-inch pipeline, junction structures, outlet structure, and grading plans for canyon restoration; Rose Canyon Sewer Replacement encompassing the design of support piers and heavy duty and durable casing/carrier pipe installation; Tecolote Canyon Trunk Sewer Access and Sewer Replacement, consisting of 17 culvert crossings and replacement of exposed trunk sewer; and, Million Hills Canyon Trunk Sewer involving a hydrologic evaluation and design of cobblestone protective system.

Mesa-Garrison 36-inch Sewage Force Main, City of Oceanside, Oceanside, CA, 2006 – Project Director for preparation of final design drawings, specifications and estimates for 2,500 linear feet of 36-inch HDPE force main with connections to a future lift station. Other services include: assistance with permit applications, including Storm Water Pollution Prevention and Storm Water Mitigation Plans; plats and legal descriptions for property acquisition, if required; and coordination with neighboring on-going City projects.

Group 529/530 & 530A, City of San Diego Engineering and Capital Projects Department, San Diego, CA – Design of 9,800 linear feet of 8- to 18-inch diameter sewer mains in Rosecrans Street, including permitting and coordination with Caltrans. Project also included the design of 17,900 linear feet of 12- and 16-inch diameter water mains. The scope of work included traffic control plans, alternative alignment analysis and highlining plans.

Rancheros Drive Sewer Replacement, Vallecitos Water District, San Marcos, CA, 1997 – Principal for the alternative analysis and design of approximately 8,000 linear feet of 15- through 21-inch sewer main. The project includes a bore-and-jack crossing of the North County Transportation District right-of-way.

Project Role:
Project Director

Education:
B.S., Civil Engineering,
Virginia Polytechnic Institute and
State University, 1980

Registrations/Certifications:
Professional Engineer,
California, 1984, No. 37852

Professional Affiliations:
American Public Works
Association - *Director*

Consulting Engineers and Land
Surveyors of California
- *President*

Urban Water Institute - *Director*

San Diego Water Agencies
Association

WaterReuse Association

San Diego County Water Works
Group

Office:
San Diego, California

Years of Experience:
28

Years with Tetra Tech:
17



TETRA TECH

Simon Lee, P.E.
Project Engineer

Mr. Lee has performed numerous studies ranging from complete water master plans to efficiency studies. His design experience includes preparing plans, specifications, and cost estimates for sewers, reservoirs, pipelines, water wells and pressure reducing facilities. Mr. Lee also has extensive experience in hydraulic modeling. He has used and is familiar with H2ONET, H2OMAP and H2O Sewer and has completed certified H2O MAP and H2O Sewer training courses provided by MWH soft, Inc., the developer of H2O series software. In addition, Mr. Lee has used and is familiar with other hydraulic and hydrologic computer programs including Infonet, Infoworks, WaterCAD, SewerCAD, StormCAD, EPANET, HEC-RAS 3.1.3, HydroWIN 2004 and WSPG. Other programs Mr. Lee is familiar with are AutoCAD, Excel, Access, and others. Rounding out Mr. Lee's experience is work he has done in plan checking and construction inspections

EXPERIENCE

Water Main Relocation Under the SR-60/I-215 Freeway, City of Riverside, Riverside, CA – Design Engineer for a \$3.1 million water main relocation project, involving 20- to 48-inch diameter pipelines, necessitated by a bridge demolition and freeway expansion by Caltrans. Assistance included preparation of construction plans, specifications, and cost estimates as well as construction management, resident engineering and inspection.

Recycled Water Pipelines Project, Inland Empire Utilities Agency, CA – Design Engineer for the design of various pipeline projects to supply recycled water to recharge basins for percolation to the groundwater basin, industrial reuse applications, and landscape and agricultural irrigation. Design included bore-and-jack installation under a railroad, two open channel crossings by pipeline suspension on a bridge and two pressure reducing stations discharge to the storm drain channel. Pipeline segments totaled 35,000 feet including 30-, 24-, 16-, and 12-inch diameter pipe. Assisted in environmental review; concept design, utility research, surveys, plats and legal descriptions for rights of way acquisition, permitting, and final design.

South Hills East 16-Inch Transmission Main, City of Glendora, Glendora, CA – Design Engineer for approximately 1,200 linear feet of 16-inch water main including design, permits, and construction assistance. The pipeline traversed cross country along rugged terrain with slopes up to 2:1. The pipeline also crossed the 210 freeway and an open channel flood control facility. The freeway crossing utilized an existing casing and the flood control channel was crossed by bridging over the top. Permits were obtained from Los Angeles County Flood Control, Caltrans, and the City of Los Angeles Department of Water and Power.

Mountain Avenue and 25th Street Water Main Replacements, City of Upland, Upland, CA – Design Engineer to prepare bid documents to replace 4,300 feet of 8-inch water main located in two separate areas within the City. Work included main replacement, existing main abandonment/removal, new services, new fire hydrants, and traffic control plans. Maintaining access to commercial buildings and maintaining adequate traffic patterns were critical aspects of this project.

Project Role:
Project Engineer

Education:
B.S. Mechanical Engineering,
University of California,
Riverside, 2002

Registrations/Certifications:
Registered Civil Engineer
California No. C 73040

Professional Affiliations:
American Society of Mechanical
Engineers

Office:
Ontario, California

Years of Experience:
Eight

Years with Tetra Tech:
Eight



TETRA TECH

Manuel Briones
Construction Observer

Mr. Briones is a skilled Construction Observer with nearly 35 years of construction experience, including about 15 years of inspection experience. Mr. Briones is experienced in providing construction oversight of sanitary sewer systems; pump stations; water infrastructure; wastewater treatment plants; and roadway construction. Mr. Briones' expertise includes interpreting plans and specifications; on-site inspections; and final completion punch-list and warranty walkthroughs. He has sound knowledge of all phases of construction, from award of contract through project completion. Mr. Briones excels at familiarizing himself with the requirements of the specifications, communicating directly with the Contractor, reporting activities to the Project Manager, practicing good public relations, and maintaining a good working relationship with the Client and the Contractor of the project.

EXPERIENCE

Beachwood Emergency Repair, City of Burbank, Burbank, CA, 2010 – Construction Observer for the removal and replacement of a leaked 18-inch sewer force main; a new 18-inch CMLC pipe of 14-feet length was installed. Project involved the removal of asphalt street to excavate the trench to investigate, find, and expose the leak in the 18-inch sewer force main line. Two 10-wheel trucks removed and hauled away 4 loads of the asphalt from the street. New asphalt was placed and rolled; the base paving was brought up to match the finished grade of the existing level of the street.

Created Marsh for the Coachella Canal Lining Project, Coachella Valley Water District, Coachella Valley, CA, 2010 – Construction Observer for the installation of 12-inch epoxy coated and lined ductile iron pipes and all appurtenances; 12-inch concrete pipe and all appurtenances; precast vaults, covers, and all appurtenances; 12-inch Waterman C10 flat backed slide gates including all appurtenances; and 12-inch Waterman C20 flat backed slide gates including all appurtenances. This project also involved dewatering; earthwork, grading, berms, and geotextile fabric; and cast-in-place concrete pads and weirs.

Relocation of 30-inch Eastern Transmission Line, Moulton Niguel Water District and City of San Juan Capistrano, San Juan Capistrano, CA, 2009 – Construction Observer for the relocation of a 30-inch concrete mortar lined cement water transmission main. A portion of the project included microtunneling of approximately 125 linear feet under Oso Creek and the excavation of a bore and receiving pit.

Headlands Development Project, South Coast Water District, Dana Point, CA, 2007 – Construction Observer for the installation of 8-inch and 12-inch water main and appurtenances including water services, fire hydrants, air vacs, disinfection of pipeline and hydrostatic pressure testing; 8-inch sewer main and appurtenances including sewer services, cleanouts, manholes and air pressure testing.

10th Street Water Transmission Main, City of San Bernardino, San Bernardino, CA – Construction Observer for the installation of a 60-inch ductile iron pipe water transmission main. Construction occurred in the highly congested area of downtown San Bernardino. Project involved the installation of more than 500 feet of 78-inch diameter tunnel under the 215-Freeway and the

Project Role:
Inspector

Education:
San Bernardino Valley College

Registrations/Certifications:
Metrolink Safety Trained

ACI Concrete Field Testing
Technician #01163566

OSHA 10-Hour Construction
Safety

Professional Affiliations:

Office:
Irvine, California

Years of Experience:
33

Years with Tetra Tech:
12



Burlington Northern/Santa Fe railroad tracks.

Medical Center Pipeline, City of San Bernardino, San Bernardino, CA – Construction Observer for the installation of 2,000 feet of 36-inch ductile iron pipe water line.

Terrace Elevated Transmission Main, City of San Bernardino, San Bernardino, CA – Construction Observer for 5,220 feet of 20-inch ductile iron pipe water line. This water line was installed within a major collector street serving the City of San Bernardino. Two unique components of this project included the placement of the piping above the Burlington Northern/Santa Fe railroad tracks via pipe hangers and the core drilling of the Lytle Creek Bridge to hang this pipe from the bridge via hangers.

College Pipeline, City of San Bernardino, San Bernardino, CA – Construction Observer for the installation of 1,000 feet of 36-inch ductile iron pipe waterline and 1,500 linear feet of 24-inch ductile iron pipe. This project also included the installation of 150 feet of 42-inch bore-and-jack piping under the Burlington Northern/Santa Fe railroad tracks.

Water Main Installation, Southern California Water Company, County of Los Angeles, CA – Construction Observer for the installation of water mains and valves in the Cities of Bell, Bell Gardens, and the unincorporated areas of Florence and Graham for the County of Los Angeles and City of Watts. Duties included acting as a liaison with the City, various Contractors on these projects, public, and relevant agencies.

40-inch/36-inch/30-inch Water Main Relocations at 60/215 Freeways, City of Riverside, Riverside, CA – Construction Observer for the relocations including three bore-and-jack operations with 60-, 48-, and 42-inch casings in 50 foot deep bore/receiving pits to install the three water mains under the 60/215 Freeway Interchange.

Empire Mall Shopping Center, City of Burbank, Burbank, CA – Construction Observer during the installation of the new 12-, 10-, and 8-inch domestic water mains and the 8-inch reclaim water main. Duties included acting as a liaison with the City and the Contractor.

Sewer Rehabilitation #08-04 Project, City of Hawthorne, Hawthorne, CA, 2010 – Construction Observer for the rehabilitation and lining of sewer manholes, and sewer main point repairs which included removal of sections of damaged sewer main and replacing with new piping. Project also involved the removal of large sections of 8-inch VCP sewer main and replacing with new, larger diameter piping, 10-inch and 12-inch VCP (upsizing), as well as sewer main lining to damaged sewer mains.

Colorado Ocean Relief Project, City of Santa Monica, Santa Monica, CA, 2009 – Construction Observer for the Colorado and Ocean Avenue sewer system improvements which involved microtunneling under the I-10 Freeway to install two 42-inch diameter high density polyethylene sewer lines. Project also included the fabrication of sewer manhole structures, enlargement of existing sewer manholes, upgrading existing water lines, and the installation of water service lines.

Olympic Boulevard Trunk Sewer, City of Santa Monica, Santa Monica, CA – Construction Observer for the installation of 20,000 linear feet of 8-, 10-, 12-, 15-, 18-, 21-, and 27-inch PVC and VCP trunk sewer as well as 4,000 linear feet of existing 8-, 10-, and 12-inch PVC spiral-wound sewer lining. Project included bore-and-jack construction of a 36-inch steel casing/27-inch carrier pipe 300 linear feet under the Santa Monica (I-10) Freeway as well as construction in State Highway 1 (Lincoln Boulevard) and on-/off-ramps which required close coordination with Caltrans for permitting and construction. OSHA Mining and Tunneling permit required for bore-and-jack construction. Project construction cost of \$4 million was funded by FEMA.

Rehabilitation of Sewer Main, City of West Hollywood, West Hollywood, CA – Construction Observer during the installation of the sewer pipeline. Project duties included testing, creating a post-construction video of the sewer line, tracking all sewer pipe used on the job site, and acting as a liaison between the City and the Contractor.



TETRA TECH

Mark Sanchez
Construction Observer

Mr. Sanchez is highly skilled at performing construction oversight of sanitary sewer systems; pump stations; water infrastructure; wastewater treatment plants; and roadway construction. Mr. Sanchez excels at interpreting plans and specifications; performing on-site inspections; and providing final completion punch-list and warranty walkthroughs. He has sound knowledge of all phases of construction, from award of contract through project completion. Mr. Sanchez has maintained an excellent working relationship with Clients due to his meticulous documentation and effective communication skills.

EXPERIENCE

Relocation of 30-inch Eastern Transmission Line, Moulton Niguel Water District and City of San Juan Capistrano, San Juan Capistrano, CA, 2009 – Construction Observer for the relocation of a 30-inch concrete mortar lined cement water transmission main. A portion of the project included microtunneling of approximately 125 linear feet under Oso Creek and the excavation of a bore and receiving pit.

On-Call Construction Observation Services, Irvine Ranch Water District, Irvine, CA, 2007 – Construction Observer for the on-call construction observation Contract that included the installation of new water mains up to 12-inch, lowering of water mains, service connections, house line connections, fire services, water quality testing, resurfacing streets, pulling permits, and punch list.

Vista Del Verde Village IV Improvement, Yorba Linda Water District, Yorba Linda, CA, 2005 – Construction Observer during the construction of 4,000 linear feet of 12-inch C900 PVC water main, 36-inch CML&C water main pipe, and 4,500 linear feet of 36-inch Zone 4 CML&C steel pipe to serve a new planned community development. Project duties included being involved with all shutdowns and tie-ins to all existing water mains.

Lakeview Avenue Water Pipeline Toll Bros. 36 inch Zone 4 Domestic Water Transmission Main, Yorba Linda Water District, Yorba Linda, CA, 2005 – Construction Observer during the construction of 1,300 linear feet of 36-inch Zone 4 CML&C steel pipe. Project duties included being involved with all shutdowns and tie-ins to all existing water mains.

Verdugo Avenue Sanitary Sewer Improvement, City of Burbank, Burbank, CA, 2010 – Construction Observer for the construction of a sanitary sewer main and appurtenances, storm drain improvements, and permanent street and alley resurfacing. This project also involved ties into live sewers, requiring temporary sewer bypass during construction; pumps, hoses, and other equipment were necessary to divert the flow, including special equipment and devices including Cal-OSHA-acceptable lifeline harness system, breathing apparatus, and gas detection devices capable of identifying presence and levels of toxic gases. Other aspects of this project included microtunneling and jack and bore.

Colorado Ocean Relief Project, City of Santa Monica, Santa Monica, CA, 2009 – Construction Observer for the Colorado and Ocean Avenue sewer system improvements which involved microtunneling under the I-10 Freeway to install two 42-inch diameter high density polyethylene sewer lines. Project also included the fabrication of sewer manhole structures, enlargement of existing sewer manholes, upgrading existing water lines, and installation of water service lines.

Project Role:
Inspector

Education:
Chaffey Junior College

Registrations/Certifications:
Metrolink Safety Trained

ACI Concrete Field Testing
Technician #00163572

10-Hour Construction OSHA
Safety

Heavy Equipment - Teamster
Union Training

Professional Affiliations:

Office:
Irvine, California

Years of Experience:
Seven

Years with Tetra Tech:
Five

**CITY OF SANTA FE SPRINGS
SHORT FORM PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT, made and entered into this 27th day of October, 2011 by and between the CITY OF SANTA FE SPRINGS (CITY), and Tetra Tech Inc., (CONSULTANT) is entered into in consideration of the mutual covenants and promises contained herein. The Parties do mutually agree as follows:

1. CONSULTANT will provide services (SERVICES) as outlined in attached proposal and shall organize, supervise, prepare and complete said SERVICES as set forth therein.
2. CITY shall compensate CONSULTANT for the SERVICES as detailed in the letter of quote, dated October 4, 2011, in the total amount of \$368,692.00. CONSULTANT shall not receive additional compensation in excess of the above amount unless previously approved in writing by the CITY. Such compensation shall become payable on a periodic time schedule as approved and agreed to by CITY and the CONSULTANT.
3. CONSULTANT hereby acknowledges that obtaining a City business license may be required to perform the SERVICES specified in this Agreement.
4. The parties hereto acknowledge and agree that the relationship between CITY and CONSULTANT is one of principal and independent CONSULTANT and no other. CONSULTANT is solely responsible for all labor and expenses associated with the performance of the SERVICES. Nothing contained in the Agreement shall create or be construed as creating a partnership, joint venture, employment relationship, or any other relationship except as set forth between the parties. This includes, but is not limited to the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provision of the Internal Revenue Code, the State Revenue and Taxation Code relating to income tax withholding at the source of income, the Workers' Compensation Insurance Code, 401(k) and other benefit payments and third party liability claims. CONSULTANT specifically acknowledges that CITY is not required to, nor shall, provide Worker's Compensation Benefits Insurance for CONSULTANT. Notwithstanding the above, CONSULTANT hereby specifically waives any claims and/or demands for such benefits.
5. CONSULTANT shall defend, indemnify, hold free and harmless the CITY and its appointed and elected officials, officers, employees and agents from and against any and all damages to property or injuries to or death of any person or persons, including attorney fees and shall defend, indemnify, save and hold harmless CITY and its appointed and elected officials, officers, employees and agents from any and all claims, demands, suits, actions or proceedings of any kind or nature, including but not by way of limitation, all civil claims, worker's' compensation claims, and all other claims resulting from or arising out of the acts, errors or omission of CONSULTANT, whether intentional or negligent, in the performance of this Agreement.
6. CONSULTANT will not be required to follow or establish a regular or daily work schedule. Any advice given to the CONSULTANT regarding the accomplishment of SERVICES shall be considered a suggestion only, not an instruction. The CITY retains the right to inspect, stop, or alter the work of the CONSULTANT to assure its conformity with this Agreement.
7. CONSULTANT shall comply with CITY's Harassment Policy. CITY prohibits any and all harassment in any form.
8. CONSULTANT shall obtain the following forms of insurance and provide City with copies therewith:
 - a. Commercial General Liability Insurance with minimum limits of one million dollars (\$1,000,000) per occurrence and,
 - b. Automobile Insurance covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$500,000 combined single limit

per accident. Such automobile insurance shall include all vehicles used, whether or not owned by CONSULTANT.

c. CONSULTANT shall comply with Workers' Compensation insurance laws of California.

CONSULTANT shall maintain the required insurances throughout the term of the contract, and shall have insurance agent send Certificate of Insurance to CITY, with CITY named as additional insured. A 30 day notice of cancellation is required.

9. This Agreement may be terminated by either party for any reason at any time by providing written notice of such termination to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CONSULTANT signature Date
Name (Print): _____
Title: _____
Company Name: _____
Corporation____ Sole Proprietor____ Partnership____ LLC____
SSN or Tax ID#: _____
Address: _____
City, State, Zip: _____
Telephone: _____

City of Santa Fe Springs Date
11710 Telegraph Road
Santa Fe Springs, CA 90670
(562) 868-0511



TETRA TECH

October 4, 2011

Mr. Donald K. Jensen
Project Manager
City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670

Reference: **City of Santa Fe Springs Project & Construction Management Services –
Interstate 5 Water Main Relocations for the Carmenita Road Segment**

Dear Mr. Jensen:

Tetra Tech, Inc. is pleased to submit the enclosed Fee for Project & Construction Management Services – Interstate 5 Water Main Relocations for the Carmenita Road Segment. As requested by the City, we are submitting our proposed fee under separate cover from the remaining proposal.

We have included man-hour estimates for each of the project tasks. The fee spreadsheet also includes the fee estimate broken down by sub-tasks including the hourly rates with the breakdown following the tasks identified in the City's RFP. The spreadsheet includes the title, billing rate and associated task for all of the individuals we have identified for this project. Please note that the billing rate multipliers are based on current rates, which we will hold for the anticipated schedule of the project. If the project schedule is lengthened, we reserve the right to increase our rates by 2% per annum as identified in the RFP to account for an increase in the cost of living. Our only potential subconsultant is a surveyor, and we have included a 10% mark-up on their potential costs as well as the same mark-up on other direct costs. In addition, we have included our hourly rate schedule.

As identified in our proposal under separate cover, Mr. Ken Berard will be our Project Manager. Mr. Berard has cosigned this proposal, along with Mr. Arnold, who is a Senior Vice President. Mr. Arnold is authorized by the Company to sign proposals within the fee range of this proposal.

We have assumed a construction schedule of 8 months, as identified in the RFP. We understand the project schedule constraints and can be flexible to meet the schedule requirements. If we have included tasks that the City feels are not needed, or if we have not included desired tasks, or if the City feels we may have a different idea of the work effort required, or any other issues, please let us know. We would be happy to discuss and make revisions as appropriate.

Tetra Tech, Inc.
3200 Inland Empire Boulevard, Suite 130, Ontario, CA 91764
Tel 909.980.6878 Fax 909.980.9016 www.telratech.com



TETRA TECH

Mr. Donald K. Jensen
October 4, 2011
Page 2

As always, we appreciate the opportunity to present this proposal to the City and look forward to the City's direction.

Sincerely,

Howard Arnold, P.E.
Senior Vice President

Ken Berard, P.E.
Senior Project Manager

KB:mr
M:\Marketing\Proposals\WTR\2012\003\FeeLtrdoc.

Attachment

Price Proposal

Project & Construction Management

Interstate 5 Water Main Relocation for the Carmentita Rd. Segment
 Submitted to: City of Santa Fe Springs

Contract Type: T&M

Project Phases / Tasks

| Project Phases / Tasks | Schedule | | | Work Days | Off Days | Total Labor Hrs | Labor Plan | | | | | Technology Usage | Pricing by Resource | | | | | Task Pricing Totals |
|---|----------|----|--------|-----------|----------|-----------------|---------------------------------|----------------------------------|------------------------|---|------------------------------------|------------------|---------------------|----------------|--------------|---------------|-----------------|---------------------|
| | From | To | Months | | | | Program Manager (Howard Arnold) | Sr Project Manager (Ken Kettner) | Engineer 3 (Simon Lau) | Sr Cost Project Rep (Z. Murrey Edwards) | Project Admin/Writer (Mary Ruppel) | | Labor Base Esc. | Labor | Subs | Travel | Mater's & Equip | |
| 1 Project Management Services | | | | | | 2,342 | | | | | | | | | | | | |
| 1.1 Project Administration | | | | | | 243 | 4 | 89 | 92 | 282 | 1,480 | 82 | 2,342 | 40,548 | 5,500 | 11,880 | 330 | 368,692 |
| 1.2 Master Project Schedule | | | | | | 15 | | 16 | | | | | | 4,240 | | | | 4,240 |
| 1.3 Monthly Project Status Report (8) | | | | | | 8 | | 8 | | | | | | 2,220 | | | | 2,220 |
| 1.4 Coordination w/ Consultants & Agencies | | | | | | 15 | | 8 | | | | | | 3,080 | | | | 3,080 |
| 1.5 Utility Coordination | | | | | | 15 | | 2 | 15 | | | | | 2,650 | | | | 2,650 |
| 1.6 CM Plan | | | | | | 10 | 4 | 6 | | | | | | 2,710 | | | | 2,710 |
| 1.7 Project Bidding | | | | | | 28 | | 8 | 12 | | | | | 4,206 | | | | 4,206 |
| 1.8 Notices to Contractor | | | | | | 7 | | 1 | 4 | | | | | 792 | | | | 792 |
| 1.9 Project Funding & Reimbursement | | | | | | 24 | | 4 | 15 | | | | | 4,040 | | | | 4,040 |
| 1.10 Document Control | | | | | | 10 | | 4 | | | | | | 3,748 | | | | 3,748 |
| 1.11 Public Affairs | | | | | | 10 | | 10 | | | | | | 4,240 | | | | 4,240 |
| 1.12 Contract Dispute | | | | | | 15 | | | | | | | | 3,228 | | | | 3,228 |
| 2 Pre-Construction Services | | | | | | 48 | | 12 | 32 | | | | | 7,390 | | | | 7,390 |
| 2.1 Design Review | | | | | | 8 | | 12 | 14 | | | | | 8 | | | | 8 |
| 2.2 Pre-Condition Survey | | | | | | 8 | | | | | | | | 8 | | | | 8 |
| 2.3 Pre-Bid Mtg. | | | | | | 12 | | 6 | 6 | | | | | 8 | | | | 8 |
| 2.4 Pre-Construction Mtg. | | | | | | 20 | | 6 | 8 | | | | | 2,810 | | | | 2,810 |
| 3 Construction Services | | | | | | 2,021 | | 443 | 176 | 1,408 | 24 | | | 3,240 | 5,500 | 11,880 | | 310,908 |
| 3.1 Progress Mgmt. | | | | | | 100 | | 60 | 40 | | | | | 20,700 | | | | 20,700 |
| 3.2 Progress Schedule | | | | | | 35 | | 35 | | | | | | 9,275 | | | | 9,275 |
| 3.3 CM Mgmt & Administration | | | | | | 36 | | 20 | 16 | | | | | 7,220 | | | | 7,220 |
| 3.4 Right of Way Mgmt. | | | | | | 24 | | 16 | | | | | | 2,440 | | | | 2,440 |
| 3.5 Construction Safety (& In 3.10) | | | | | | 48 | | 24 | 24 | | | | | 3,240 | | | | 3,240 |
| 3.6 Compliance with Specs (Included in 3.10) | | | | | | | | | | | | | | | | | | |
| 3.7 Hazardous Materials (& In 3.10) | | | | | | | | | | | | | | | | | | |
| 3.8 Coordinate Traffic Control (Included in 3.10) | | | | | | | | | | | | | | | | | | |
| 3.9 Quality Assurance (& In 3.10) | | | | | | 16 | | 8 | 8 | | | | | 1,680 | | | | 1,680 |
| 3.10 Inspection of Work (35 wks) | | | | | | 16 | | 16 | | | | | | 4,240 | | | | 4,240 |
| 3.11 Environ Oversight (& In 3.10) | | | | | | 1,400 | | | | 1,400 | | | | 161,000 | | 9,025 | | 170,025 |
| 3.12 Progress Payments (8) (& In 3.10) | | | | | | 16 | | 8 | 16 | | | | | 1,520 | | | | 1,520 |
| 3.13 Coordinate Submittals, RFPs | | | | | | 24 | | 8 | | | | | | 4,000 | | | | 4,000 |
| 3.14 Conference/Mtg. (40) | | | | | | 22 | | 2 | 12 | | | | | 2,708 | | | | 2,708 |
| 3.15 Reports & Records (& In 3.10) | | | | | | 240 | | 240 | | | | | | 63,000 | | 2,000 | | 65,000 |
| 3.16 Traffic Control Plan Review | | | | | | 32 | | | 16 | | | | | 3,392 | | | | 3,392 |
| 3.17 Cost Engineering | | | | | | 12 | | 12 | | | | | | 3,180 | | | | 3,180 |
| 3.18 AC-Built Dwg | | | | | | 8 | | 8 | | | | | | 2,120 | | | | 2,120 |
| 3.19 Survey Support | | | | | | 6 | | 6 | | | | | | 960 | | | | 960 |
| 3.20 Materials Testing (Included in 3.10) | | | | | | 8 | | 4 | 4 | | | | | 1,500 | 5,500 | | | 7,000 |
| | | | | | | | | | | | | | | 1,540 | | | | 1,540 |
| Totals: | | | | | | 2,342 | 4 | 544 | 282 | 1,480 | 82 | 2,342 | 0.00% | 350,962 | 5,500 | 11,880 | - | 368,692 |

| | | |
|-----------------------------|---------------------|---------|
| Specify Add'l Fees on Setup | Task Pricing Totals | 368,692 |
| Technology Use Fee | Total Price | 368,692 |



TETRA TECH

EXHIBIT A
2011 / 2012
HOURLY CHARGE RATE AND
EXPENSE REIMBURSEMENT SCHEDULE
City of Santa Fe Springs

| | | | |
|------------------------------------|----------|---|--------------|
| Project Management | | Health & Safety | |
| Project Manager 1 | \$205.00 | H&S Administrator | \$90.00 |
| Project Manager 2 | \$215.00 | Sr. H&S Administrator | \$111.00 |
| Sr. Project Manager | \$265.00 | | |
| Program Manager | \$280.00 | General & Administrative | |
| Quality Control | \$225.00 | Project Assistant 1 | \$56.00 |
| Engineers & Scientists | | Project Assistant 2 | \$61.00 |
| Engineer 1 | \$95.00 | Project Administrator | \$92.00 |
| Engineer 2 | \$105.00 | Sr. Project Administrator | \$108.00 |
| Engineer 3 | \$120.00 | Graphic Artist | \$119.00 |
| Project Engineer 1 | \$140.00 | Technical Writer 1 | \$97.00 |
| Project Engineer 2 | \$160.00 | Technical Writer 2 | \$124.00 |
| Sr. Engineer 1 | \$185.00 | Sr. Technical Writer | \$155.00 |
| Sr. Engineer 2 | \$195.00 | | |
| Sr. Engineer 3 | \$205.00 | Information Technology | |
| Planners | | Systems Analyst / Programmer 1 | \$85.00 |
| Planner 1 | \$87.00 | Systems Analyst / Programmer 2 | \$115.00 |
| Planner 2 | \$108.00 | Sr. Systems Analyst / Programmer 1 | \$131.00 |
| | | Sr. Systems Analyst / Programmer 2 | \$189.00 |
| Designers & Technicians | | Project Accounting | |
| CAD Technician 1 | \$65.00 | Project Analyst 1 | \$90.00 |
| CAD Technician 2 | \$75.00 | Project Analyst 2 | \$105.00 |
| CAD Technician 3 | \$90.00 | Sr. Project Analyst | \$149.00 |
| CAD Designer | \$100.00 | | |
| Sr. CAD Designer 1 | \$117.00 | Reimbursable In-House Costs: | |
| Sr. CAD Designer 2 | \$145.00 | Photo Copies (B&W 8.5"x11") | \$ 0.15/Each |
| Construction | | Photo Copies (B&W 11"x17") | \$ 0.40/Each |
| Construction Project Rep 1 | \$75.00 | Color Copies (up to 8.5"x11") | \$ 2.00/Each |
| Construction Project Rep 2 | \$90.00 | Color Copies (to 11"x17") | \$ 3.00/Each |
| Sr. Constr Project Rep 1 | \$100.00 | Compact Discs | \$10/each |
| Sr. Constr Project Rep 2 | \$115.00 | Large format copies | \$0.40 S.F. |
| Construction Director | \$180.00 | Computer Usage: not to exceed \$3.50/hour | |
| | | Mileage-Company Vehicle | \$0.80/mile |
| | | Mileage-POV | \$0.51/mile* |
| | | *current GSA POV mileage rate subject to change | |

All other direct costs, such as production, special photography, postage, delivery services, overnight mail, printing and any other services performed by subcontractor will be billed at cost plus 10%.

NOTE: Rates are good through September 30, 2012 and are thereafter subject to increase by 2 percent annually.



City of Santa Fe Springs

City Council Meeting

October 27, 2011

NEW BUSINESS

Reimbursement of Property Acquisition Costs Incurred by the City of La Mirada for the Valley View Grade Separation Project

RECOMMENDATION

That the City Council authorize the Director of Finance and Administrative Services to Reimburse the City of La Mirada in the amount of \$39,684 for right-of-way acquired to construct the Valley View Grade Separation Project.

BACKGROUND

The Valley View Avenue Grade Separation Project ("Project") is a joint effort of the Cities of Santa Fe Springs and La Mirada. The purpose of the Project is to improve safety and traffic flow along Valley View Avenue which is presently impacted by the existing BNSF railroad crossing.

Under the terms of a cooperative agreement that was initially executed by the two cities in March 2006, the City of Santa Fe Springs is the Lead Agency and each City is to acquire the property needed within their respective City to complete the Project. The agreement also obligates the City of Santa Fe Springs to reimburse the City of La Mirada for its property acquisition costs.

In October 2009 eminent domain proceedings were initiated by both cities in order to secure the right-of-way needed to complete the Project. Subsequently, the City of La Mirada was required to deposit a total of \$326,165 with the Court to cover the fair market value and negotiated settlement costs for the right-of-way located within the City of La Mirada. In October 2010 the City Council approved reimbursement to the City of La Mirada for those costs.

In June 2011 it became necessary for Santa Fe Springs and La Mirada to extend the durations of temporary construction easements needed to complete the Project. As a result of that action, the City of La Mirada was required to deposit additional funds in the amount of \$39,684 with the Court and is now seeking reimbursement of those costs.

FISCAL IMPACT

After reimbursing the City of La Mirada, the City of Santa Fe Springs will be able to request reimbursement from outside funding sources for payments made to the City of La Mirada for property acquired to complete the Project.

INFRASTRUCTURE IMPACT

This action does not have a direct impact on City Infrastructure.

Thaddeus McCormack
City Manager

Attachment(s):

Letter from the City of La Mirada

Report Submitted By: Don Jensen, Director
Public Works Department

Date of Report: October 20, 2011



CITY OF LA MIRADA
DEDICATED TO SERVICE

11700 La Mirada Boulevard
La Mirada, California 90638
P.O. Box 828
La Mirada, California 90637-0828
Phone: (562) 943-0131 Fax: (562) 943-1464
www.cityoflamirada.org

Received
Finance Dept

OCT 13 2011

CITY OF
SANTA FE SPRINGS

October 11, 2011

Jose A. Gomez, Director of Administrative Services
City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, California 90670

RE: VALLEY VIEW GRADE SEPARATION PROJECT

Dear Mr. Jose Gomez:

According to the agreement between the City of La Mirada and the City of Santa Fe Springs for the Valley View Grade Separation Project, the City of La Mirada is requesting reimbursement in the amount of \$39,684 for property acquired towards the project. I have attached copies of invoices and cancelled checks for your review.

If you have any questions, please don't hesitate to contact Accountant II Melissa Pascual at (562) 943-0131.

Sincerely,

CITY OF LA MIRADA

Kevin D. Prelogovsk
Assistant City Manager

Cc: Jeff Boynton, Assistant to the City Manager

CONSENT CALENDAR

**City Council
April 12, 2011**

TO: Mayor and City Council

FROM: Thomas E. Robinson, City Manager

ORIGINATED BY: Steve Forster, Public Works Director
Jeff Boynton, Assistant to the City Manager

SUBJECT: **UPDATED COOPERATIVE AGREEMENT WITH THE CITY OF
SANTA FE SPRINGS FOR THE CONSTRUCTION OF THE
VALLEY VIEW GRADE SEPARATION**

BACKGROUND

On March 21, 2006, the City Council approved a Cooperative Agreement with the City of Santa Fe Springs describing the responsibilities of each City with respect to the construction of the Valley View Grade Separation. A revised Agreement was approved by the City Council on June 9, 2009, to reflect updated project costs and right of way needs.

The City of Santa Fe Springs will continue to serve as the lead agency on the project and be responsible for project administration, securing funding, and retaining a qualified contractor. The City of La Mirada will be required to acquire right of way within its jurisdiction and maintain improvements completed in La Mirada as part of the project.

FINDINGS

The Cooperative Agreement with the City of Santa Fe Springs will expire on May 7, 2011. A revised Agreement has been prepared to extend the construction start date to 2013, although construction is expected to begin much sooner. Additionally, Right of Way acquisition costs have been updated to reflect the new amount of \$11,700,000, which is an increase of \$70,000 from the previous agreement due to the extension of various temporary construction easements. A change has been made to reflect Santa Fe Spring's new city manager. Exhibit "A" has been modified to reflect current anticipated costs among the various project activities; however, the total project amount of \$75,177,000 has not changed.

RECOMMENDED ACTION

It is recommended the City Council approve the revised Cooperative Agreement between the City of La Mirada and the City of Santa Fe Springs for the construction of the Valley View Grade Separation and authorize the City Manager to execute the Cooperative Agreement on behalf of the City.

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|PG      1
|glytdbud
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lglytðbud

JOURNAL DETAIL, 2011 1 TO 2011 13

END OF REPORT - Generated by Melissa Pascual

END OF REPORT - Generated by Melissa Pascual

10/11/2011 14:48 | CITY OF LA MIRADA
 mpascual | VALLEY VIEW GRADE PROJECT

| PG 1
 | g1ytdbud

FY 2011-2012

FOR 2012 13

JOURNAL DETAIL 2012 1 TO 2012 13

| | ORIGINAL APPROP | REVISED BUDGET | YTD EXPENDED | MTD EXPENDED | ENCUMBRANCES | AVAILABLE BUDGET | PCF USED |
|-----------------------------------|--------------------|-------------------|----------------|------------------------|--------------|---------------------|-------------|
| ----- | | | | | | | |
| 301 GENERAL CAPITAL IMPROVEMENT | | | | | | | |
| ----- | | | | | | | |
| 30144456 SPECIAL PROJECTS | | | | | | | |
| ----- | | | | | | | |
| 30144456 5620 C7005 CONSTRUCTN | 100,000 | 100,000 | .00 | .00 | .00 | 100,000.00 | .0% |
| 30144456 5641 C7005 RIGHT WAY | 0 | 0 | 500.00 | .00 | .00 | -500.00 | 100.0% |
| 2012/02/000127 08/25/2011 API | 500.00 | VND 006595 VCH | CARLITOS ELYAS | VALLEY VIEW SEPERATION | | | 3543257 |
| TOTAL SPECIAL PROJECTS | 100,000 | 100,000 | 500.00 | .00 | .00 | 99,500.00 | .5% |
| TOTAL GENERAL CAPITAL IMPROVEMENT | 100,000 | 100,000 | 500.00 | .00 | .00 | 99,500.00 | .5% |
| TOTAL EXPENSES | 100,000 | 100,000 | 500.00 | .00 | .00 | 99,500.00 | |
| GRAND TOTAL | 100,000 | 100,000 | 500.00 | .00 | .00 | 99,500.00 | .5% |

** END OF REPORT - Generated by Melissa Pascual **



City of Santa Fe Springs

City Council Meeting

October 27, 2011

AWARD OF BID

Award Bid to George Chevrolet for a ½ Ton Pickup Truck

RECOMMENDATION

That the City Council award a bid to George Chevrolet for a ½ ton pickup truck and authorize the Director of Purchasing Services to issue a purchase order to process the transaction.

BACKGROUND

The City Council has previously approved funds in the Fiscal Year 2011/12 budget for the replacement of a ½ ton pickup truck which will be used in the Public Works Maintenance Division.

The Fiscal Year 2011/12 vehicle replacement plan identified the unit currently in use for disposition due to age (model year 2002) and utilization (120,000 miles).

Staff contacted Carmenita Ford, the only viable vehicle vendor in Santa Fe Springs. They were not able to provide a vehicle to meet the specifications.

The Director of Purchasing Services requests approval to award a bid to George Chevrolet based on the below received bids. Bid amounts include all taxes and fees.

| <u>VENDOR</u> | <u>BID AMOUNT</u> |
|-----------------------|--------------------------|
| George Chevrolet | \$26,964.65 |
| Fairway Ford | 27,574.76 |
| Camino Real Chevrolet | 27,585.01 |
| Penske Chevrolet | 28,037.23 |
| Carmenita Ford | Non-responsive |
| Harbor Chevrolet | Non-responsive |

A handwritten signature in black ink, appearing to read 'Thaddeus McCormack', is positioned above the printed name.

Thaddeus McCormack
City Manager



City of Santa Fe Springs

City Council Meeting

October 27, 2011

NEW BUSINESS

Authorize the Purchase of Two (2) 2011 F-350 Trucks from Carmenita Ford

RECOMMENDATION

That the City Council authorize the Director of Purchasing to purchase (2) F-350 trucks through a piggyback opportunity from Carmenita Ford; and authorize the Director of Purchasing Services to issue a purchase order to process the transaction.

BACKGROUND

The City Council has previously approved funds in the Fiscal Year 2011/12 budget for the replacement of two pickup trucks with service utility body's which will be used in the Public Works Maintenance Facilities Division.

The Fiscal Year 2011/12 vehicle replacement plan identified the units currently in use for disposition due to age (1995 & 1996) and utilization (105,000 & 124,000) miles.

Carmenita Ford was awarded a bid by the City of Santa Monica for F-350 trucks with service utility bodies. The Director of Purchasing Services requests authorization to purchase these two vehicles piggybacking off the order the City of Santa Monica placed with Carmenita Ford. The total for this two (2) unit order will be \$64,131.71.

A handwritten signature in black ink, appearing to read "Thaddeus McCormack", is positioned above the printed name.

Thaddeus McCormack
City Manager



City of Santa Fe Springs

City Council Meeting

October 27, 2011

NEW BUSINESS

Resolution No. 9350 – Establishing the City's Maximum Contribution to the Public Employees' Retirement System for Safety and Miscellaneous Employees' Medical Coverage

RECOMMENDATION

That the City Council adopt Resolution No. 9350 which establishes the City's share of contributions to the Public Employees' Retirement System for safety and miscellaneous employees' medical coverage.

BACKGROUND

As agreed upon in the current Memoranda of Understanding with both safety and miscellaneous employees, the City will increase the maximum benefit for medical coverage under the PERS Health Benefits program by the same percentage as the cost-of-living percentage determined by the March to March Consumer Price Index (CPI) for All Urban Consumers for the Los Angeles/Riverside/Orange County Area.

The CPI for this period is 3%, and Government Code Section 22825.6 requires that a resolution be adopted fixing this maximum amount for medical coverage. The City's maximum per month for medical coverage will therefore be increased from \$1,293.13 to \$1,331.92 effective January 1, 2012.

A handwritten signature in black ink, appearing to read "Thaddeus McCormack", is positioned above the printed name.

Thaddeus McCormack
City Manager

Attachment(s)

Resolution No. 9350

RESOLUTION NO. 9350

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SANTA FE SPRINGS FIXING THE EMPLOYER'S
CONTRIBUTION UNDER THE PUBLIC EMPLOYEES' MEDICAL
AND HOSPITAL CARE ACT

WHEREAS, Government Code Section 22892 (a) provides that a local agency contracting under the Public Employees' Medical and Hospital Care Act shall fix the amount of the employer's contribution at an amount not less than the amount required under Section 22892(b)(1) of the Act; and

WHEREAS, the City of Santa Fe Springs is a local agency contracting under the Act; now, therefore be it

RESOLVED, that the employer's contribution for each employee or annuitant shall be the amount necessary to pay the cost of his/her enrollment, including the enrollment of his/her family members, in a health benefit plan, up to a maximum of \$1,331.92 per month, plus administrative fees and Contingency Reserve Fund Assessments; and be it further

RESOLVED, that the City of Santa Fe Springs has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above.

Adopted at a regular meeting of the City Council at the City of Santa Fe Springs this 27th day of October 2011.

Signed: _____
MAYOR

Attest: _____
Deputy City Clerk



City of Santa Fe Springs

City Council Meeting

October 27, 2011

PRESENTATION

Presentation to Milestone Event Celebrants

RECOMMENDATION:

Call upon Julie Herrera, Public Relations Specialist to assist with the presentations.

BACKGROUND

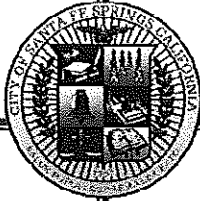
Quarterly, the City Council holds a Milestone Celebration to recognize residents for significant "milestone" achievements (e.g., significant birthdays or wedding anniversaries). Tonight, the following three City residents have been invited to be recognized:

Caroline Basye Romero – 83rd Birthday

Consuelo Hernandez – 90th Birthday

Lorenza Madrigal – 98th Birthday

Thaddeus McCormack
City Manager



City of Santa Fe Springs

City Council Meeting

October 27, 2011

PRESENTATIONS

Recognition of the City Employees' Team Championship Title for the SCMAF Southeast 2011 Dan Ablott Memorial Coed Softball Tournament

RECOMMENDATIONS

The Mayor may wish to call upon Carole Joseph, Director of Parks and Recreation, to assist with the presentation.

BACKGROUND

The City Employees' Coed Softball Team earned "bragging rights" by taking the Championship Title for the SCMAF Southeast 2011 Dan Ablott Memorial Coed Softball Tournament for the 2nd year. The tournament was held on Saturday, August 27, 2011. The tournament was hosted by the City of Santa Fe Springs and SCMAF Southeast.

The round robin tournament included 6 teams from surrounding cities. Our City team played a total of 5 undefeated softball games. The true test was the 4th game against the City of Cerritos. Both teams were undefeated at the time of the game, but our team pulled out a win. Once again as winners of the tournament the team received the 1st Place trophy, Champion T-shirts and an option of hosting next year's softball tournament.

The following players contributed to the team's success:

Danny Alanis, Parks and Recreation
Rita Argott, Parks and Recreation
Roberta Argott, Parks and Recreation
Eddie Barrios, Parks and Recreation
Joseph Dinh, Parks and Recreation
Nick Espinoza, Parks and Recreation
Robert Garcia, Public Works
Andrea Salas, Parks and Recreation
John Sanchez, Parks and Recreation
Brianna Tavera, Parks and Recreation
Mario Vasquez, Parks and Recreation
Lauren Weitmann, Parks and Recreation

Thaddeus McCormack
City Manager



City of Santa Fe Springs

City Council Meeting

October 27, 2011

PRESENTATION

Introduction of New City Employees

RECOMMENDATION

The Mayor may wish to call upon Library and Cultural Services Director Hilary Keith to assist with the presentation.

New Employees

Alonso Bautista - Library Services Aide
John Lawver - Heritage Park Ranger
Michelle Gamboa - Work Study Literacy Volunteer
Daniel Chavez - Work Study Literacy Volunteer
Hallie Gayle - Work Study Literacy Volunteer

A handwritten signature in black ink, appearing to read "Thaddeus McCormack", is positioned above the printed name and title.

Thaddeus McCormack
City Manager



City of Santa Fe Springs

City Council Meeting

October 27, 2011

APPOINTMENT TO BOARDS, COMMITTEES, COMMISSIONS

Below is a list of current vacancies:

| Committee | Vacancy | Councilmember |
|--------------------------|---------|---------------|
| Beautification | 2 | González |
| Beautification | 2 | Rounds |
| Beautification | 3 | Serrano |
| Community Program | 3 | González |
| Community Program | 1 | Moore |
| Community Program | 3 | Rounds |
| Community Program | 2 | Serrano |
| Community Program | 5 | Trujillo |
| Historical | 1 | Moore |
| Historical | 2 | Rounds |
| Historical | 1 | Serrano |
| Historical | 2 | Trujillo |
| Parks & Recreation | 2 | González |
| Parks & Recreation | 1 | Trujillo |
| Senior Citizens Advisory | 1 | González |
| Senior Citizens Advisory | 1 | Moore |
| Senior Citizens Advisory | 2 | Rounds |
| Senior Citizens Advisory | 1 | Trujillo |
| Sister City | 3 | González |
| Sister City | 1 | Moore |
| Sister City | 1 | Rounds |
| Sister City | 2 | Serrano |
| Sister City | 1 | Trujillo |
| Youth Leadership | 1 | González |
| Youth Leadership | 2 | Serrano |

An application to the Beautification Committee was received from Debra Cabrera. Applications for the Youth Leadership Committee were received from Irie Garcia and Yesenia Maciel. Please direct any questions regarding this report to the Deputy City Clerk.

Thaddeus McCormack
City Manager

Attachments:

Committee Lists

Prospective Member List

Prospective Members for Various Committees/Commissions

Beautification

Sadie Calderon

Debra Cabrera

Community Program

Family & Human Services

Miguel Estevez

Raul Miranda, Jr.

A.J. Hayes

Heritage Arts

A.J. Hayes

Historical

Personnel Advisory Board

Parks & Recreation

Raymond Reyes

Planning Commission

Senior Citizens Advisory

Sister City

Traffic Commission

Youth Leadership

Yardley Castellanos

Irie Garcia

Yesenia Maciel

Alyssa Portillo

Victoria Ramirez

Felipe Rangel

BEAUTIFICATION COMMITTEE

Meets the fourth Wednesday of each month, except July, Aug, Dec.

9:30 a.m., Town Center Tall

Membership: 25

| APPOINTED BY | NAME | TERM EXPIRATION YR. |
|-----------------|---------------------|------------------------|
| Gonzalez | Juanita Montes | (12) |
| | Irene Pasillas | (12) |
| | Vacant | (12) |
| | May Sharp | (13) |
| | Vacant | (13) |
| Moore | Juliet Ray | (12) |
| | Paula Minnehan | (12) |
| | Annie Petris | (13) |
| | Guadalupe Placencia | (13) |
| | Ruth Gray | (13) |
| Rounds | Vacant | (12) |
| | Rita Argott | (12) |
| | Annette Ledesma | (13) |
| | Marlene Vernava | (13) |
| | Vacant | (13) |
| Serrano | Vacant | (12) |
| | Vacant | (12) |
| | Vacant | (12) |
| | Vada Conrad | (13) |
| | Sally Gaitan* | (13) |
| Trujillo | Sylvia Takata | (12) |
| | Eleanor Connelly | (12) |
| | Margaret Bustos* | (12) |
| | Rosalie Miller | (13) |
| | A.J. Hayes | (13) |

**Asterisk indicates person currently serves on three committees*

COMMUNITY PROGRAM COMMITTEE

Meets the third Wednesday in Jan., May, and Sept., at 7:00 p.m., in City Hall.

Membership: 25

| APPOINTED BY | NAME | TERM EXPIRATION YR. |
|-----------------|--------------------|------------------------|
| Gonzalez | Jeanne Teran | (12) |
| | Miguel Estevez | (12) |
| | Vacant | (12) |
| | Vacant | (13) |
| | Vacant | (13) |
| Moore | Rosalie Miller | (12) |
| | Margaret Palomino | (12) |
| | Mary Jo Haller | (13) |
| | Lynda Short | (13) |
| | Vacant | (13) |
| Rounds | Mark Scoggins* | (12) |
| | Marlene Vernava | (12) |
| | Vacant | (12) |
| | Vacant | (13) |
| | Vacant | (13) |
| Serrano | Ruth Gray | (12) |
| | Mary Anderson | (13) |
| | Dolores H. Romero* | (13) |
| | Vacant | (12) |
| | Vacant | (13) |
| Trujillo | Vacant | (12) |
| | Vacant | (12) |
| | Vacant | (12) |
| | Vacant | (13) |
| | Vacant | (13) |

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FAMILY & HUMAN SERVICES ADVISORY COMMITTEE

Meets the third Wednesday of the month, except Jul., Aug., Sept., and Dec., at 5:30 p.m., Neighborhood Center

Membership: 15 Residents Appointed by City Council
5 Social Service Agency Representatives Appointed by the Committee

| APPOINTED BY | NAME | TERM EXPIRATION YR. |
|-----------------|----------------------|---------------------|
| Gonzalez | Mercedes Diaz | (12) |
| | Josephine Santa-Anna | (12) |
| | Angelica Miranda | (13) |
| Moore | Arcelia Miranda | (12) |
| | Laurie Rios* | (13) |
| | Margaret Bustos* | (13) |
| Rounds | Annette Rodriguez | (12) |
| | Janie Aguirre* | (13) |
| | Ted Radoumis | (13) |
| Serrano | Lydia Gonzales | (12) |
| | Manny Zevallos | (13) |
| | Gilbert Aguirre* | (13) |
| Trujillo | Dolores H. Romero* | (12) |
| | Gloria Duran* | (12) |
| | Alicia Mora | (13) |

Organizational Representatives: Nancy Stowe
Evelyn Castro-Guillen
Irene Redondo Churchward
(SPIRRIT Family Services)

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HERITAGE ARTS ADVISORY COMMITTEE

Meets the Last Tuesday of the month, except Dec., at 9:00 a.m., at the Library
Community Room

Membership: 9 Voting Members
 6 Non-Voting Members

| APPOINTED BY | NAME |
|--------------|-----------------|
| Gonzalez | Laurie Rios* |
| Moore | May Sharp |
| Rounds | Gustavo Velasco |
| Serrano | Paula Minnehan |
| Trujillo | Amparo Oblea |

Committee Representatives

| | |
|--------------------------|-----------------|
| Beautification Committee | Marlene Vernava |
| Historical Committee | Larry Oblea |
| Planning Commission | Frank Ybarra |
| Chamber of Commerce | Tom Summerfield |

Council/Staff Representatives

| | |
|---|--------------------|
| Council | Richard Moore |
| City Manager | Thaddeus McCormack |
| Director of Library & Cultural Services | Hilary Keith |
| Director of Planning & Development | Paul Ashworth |

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HISTORICAL COMMITTEE

Meets Quarterly - The second Tuesday of Jan. and the first Tuesday of April, July, and Oct., at 5:30 p.m., Carriage Barn

Membership: 20

| APPOINTED BY | NAME | TERM EXPIRATION YR. |
|-----------------|------------------|------------------------|
| Gonzalez | Ed Duran | (12) |
| | Gilbert Aguirre* | (13) |
| | Janie Aguirre* | (13) |
| | Sally Gaitan | (13) |
| Moore | Astrid Gonzalez | (12) |
| | James Berkshire | (12) |
| | Amparo Oblea | (13) |
| | Vacant | (13) |
| Rounds | Vacant | (12) |
| | Vacant | (12) |
| | Mark Scoggins* | (13) |
| | Janice Smith | (13) |
| Serrano | Gloria Duran* | (12) |
| | Hilda Zamora | (12) |
| | Vacant | (13) |
| | Larry Oblea | (13) |
| Trujillo | Vacant | (12) |
| | Alma Martinez | (12) |
| | Merrie Hathaway | (13) |
| | Vacant | (13) |

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PARKS & RECREATION ADVISORY COMMITTEE

Meets the First Wednesday of the month, except Jul., Aug., and Dec., 7:00 p.m., Council Chambers.

Subcommittee Meets at 6:00 p.m., Council Chambers

Membership: 25

| APPOINTED BY | NAME | TERM EXPIRATION YR. |
|-----------------|------------------------|---------------------|
| Gonzalez | Jennie Carlos | (12) |
| | Frank Leader | (12) |
| | Vacant | (13) |
| | Raul Miranda, Jr. | (12) |
| | Vacant | (13) |
| Moore | Jimmy Mendoza | (12) |
| | Michele Carbajal | (12) |
| | Janet Rock | (13) |
| | David Gonzalez | (13) |
| | Daniel Baca | (13) |
| Rounds | Kenneth Arnold | (12) |
| | Richard Legarreta, Sr. | (12) |
| | Luigi Trujillo | (12) |
| | Angelica Miranda | (13) |
| | Mark Scoggins* | (13) |
| Serrano | Lynda Short | (12) |
| | Bernie Landin | (12) |
| | Joe Avila | (12) |
| | Sally Gaitan | (13) |
| | Fred Earl | (13) |
| Trujillo | Miguel Estevez | (12) |
| | Andrea Lopez | (12) |
| | Christina Maldonado | (13) |
| | Vacant | (13) |
| | Arcelia Miranda | (13) |

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PERSONNEL ADVISORY BOARD

Meets Quarterly on an As-Needed Basis

Membership: 5 (2 Appointed by City Council, 1 by Personnel Board, 1 by Firemen's Association, 1 by Employees' Association)

Terms: Four Years

| APPOINTED BY | NAME | TERM EXPIRES |
|--------------------------|-----------------|--------------|
| Council | Angel Munoz | 6/30/2015 |
| | Ron Biggs | 6/30/2013 |
| Personnel Advisory Board | Jim Contreras | 6/30/2011 |
| Firemen's Association | Wayne Tomlinson | 6/30/2013 |
| Employees' Association | Anita Ayala | 6/30/2015 |

PLANNING COMMISSION

Meets the second and fourth Mondays of every Month at 4:30 p.m.,
Council Chambers

Membership: 5

APPOINTED BY

NAME

Gonzalez

Laurie Rios

Moore

Larry Oblea

Rounds

Susan Johnston

Serrano

Michael Madrigal

Trujillo

Frank Ybarra

SENIOR CITIZENS ADVISORY COMMITTEE

Meets the Second Tuesday of the month, except Jul., Aug., Sep., and Dec., at 10:00 a.m., Neighborhood Center

Membership: 25

| APPOINTED BY | NAME | TERM EXPIRATION YR. |
|-----------------|----------------------|---------------------|
| Gonzalez | Gloria Duran* | (12) |
| | Josephine Santa-Anna | (12) |
| | Vacant | (13) |
| | Janie Aguirre* | (13) |
| | Ed Duran | (13) |
| Moore | Yoshi Komaki | (12) |
| | Yoko Nakamura | (12) |
| | Paul Nakamura | (12) |
| | Vacant | (13) |
| | Pete Vallejo | (13) |
| Rounds | Vacant | (12) |
| | Vacant | (12) |
| | Gloria Vasquez | (13) |
| | Lorena Huitron | (13) |
| | Berta Sera | (13) |
| Serrano | Gusta Vicuna | (12) |
| | Louis Serrano | (12) |
| | Mary Bravo | (12) |
| | Amelia Acosta | (13) |
| | Jessie Serrano | (13) |
| Trujillo | Julia Butler | (12) |
| | James Hogan | (12) |
| | Gilbert Aguirre* | (13) |
| | Margaret Bustos* | (13) |
| | Vacant | (13) |

*Asterisk indicates person currently serves on three committees

SISTER CITY COMMITTEE

Meets the First Monday of every month, except Dec., at 6:30 p.m., Town Center Hall, Mtg. Room #1. If the regular meeting date falls on a holiday, the meeting is held on the second Monday of the month.

Membership: 25

| APPOINTED BY | NAME | TERM EXPIRATION YR. |
|--------------|--------------------|------------------------|
| Gonzalez | Vacant | (12) |
| | Kimberly Mette | (12) |
| | Jimmy Mendoza | (13) |
| | Vacant | (12) |
| | Vacant | (13) |
| Moore | Martha Villanueva | (12) |
| | Vacant | (12) |
| | Mary K. Reed | (13) |
| | Peggy Radoumis | (13) |
| | Jeannette Wolfe | (13) |
| Rounds | Manny Zevallos | (12) |
| | Susan Johnston | (12) |
| | Francis Carbajal | (12) |
| | Ted Radoumis | (13) |
| | Vacant | (13) |
| Serrano | Charlotte Zevallos | (12) |
| | Vacant | (12) |
| | Laurie Rios* | (13) |
| | Doris Yarwood | (13) |
| | Vacant | (13) |
| Trujillo | Alicia Mora | (12) |
| | Andrea Lopez | (12) |
| | Dolores H. Romero* | (13) |
| | Marcella Obregon | (13) |
| | Vacant | (13) |

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TRAFFIC COMMISSION

Meets the Third Thursday of every month, at 7:00 p.m., Council Chambers

Membership: 5

| APPOINTED BY | NAME |
|--------------|----------------|
| Gonzalez | Vacant |
| Moore | Manny Zevallos |
| Rounds | Ted Radoumis |
| Serrano | Sally Gaitan |
| Trujillo | Greg Berg |

YOUTH LEADERSHIP COMMITTEE

Meets the First Monday of every month, at 6:30 p.m., Council Chambers

Membership: 20

| APPOINTED BY | NAME | TERM EXPIRATION YR. |
|-----------------|--------------------|------------------------|
| Gonzalez | Dominique Walker | () |
| | Victoria Molina | () |
| | Vacant | () |
| | Marilyn Llanos | (12) |
| Moore | Destiny Cardona | (14) |
| | Gabriela Rodriguez | (13) |
| | Wendy Pasillas | (13) |
| | Daniel Wood | (13) |
| Rounds | Drew Bobadilla | (13) |
| | Siboney Ordaz | (12) |
| | Alexandra Vergara | (12) |
| | Lisa Baeza | (13) |
| Serrano | Vacant | () |
| | Vacant | () |
| | Marisa Gonzalez | (15) |
| | Ariana Gonzalez | (13) |
| Trujillo | Maxine Berg | () |
| | Martin Guerrero | (13) |
| | Omar Rodriguez | (12) |
| | Kevin Ramirez | (13) |