

**CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT**

ORIGINAL

1. PARTIES AND DATE.

This Agreement is made and entered into this 16th day of May, 2012 by and between the City of Corona, a municipal corporation organized under the laws of the State of California with its principal place of business at 400 South Vicentia Avenue, Corona, California 92882 ("City") and Jacobs Engineering Group Inc., a Delaware CORPORATION, with its principal place of business at 3257 E. Guasti Road, Suite 120, Ontario, CA 91761 ("CONSULTANT"). City and CONSULTANT are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS.

2.1 CONSULTANT.

CONSULTANT desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. CONSULTANT represents that it is experienced in providing Engineering and Right of Way Design services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 PROJECT; Corona Utility Authority.

City desires to engage CONSULTANT to render such services for the Cajalco / 15 Interchange Improvement Project No. 56-1203 RFP No. 12.020JB project ("Project") as set forth in this Agreement. CONSULTANT understands that the City has entered into a Water Enterprise Management Agreement and a Wastewater Enterprise Management Agreement, both dated as of February 6, 2002, with the Corona Utility Authority ("CUA") for the maintenance, management and operation of those utility systems (collectively, the "CUA Management Agreements"). To the extent that this Agreement is deemed to be a "material contract" under either of the CUA Management Agreements, City enters into this Agreement on behalf of the CUA and subject to the terms of the applicable CUA Management Agreement(s).

2.3 Funding

A source of funding for payment for professional services provided under this Agreement is federal funds from the United States Federal Highway Administration (FHWA), administered by the California Department of Transportation (CALTRANS), pursuant to program SAFETEA-LU. This Agreement shall not be deemed to be approved by the City until the forms shown in Exhibit "D" attached hereto and incorporated herein by reference, are executed and incorporated in this Agreement. This Agreement is valid and enforceable only if sufficient funds are made available to the City for the purpose of this Agreement. This Agreement is subject to any additional restrictions, limitations, conditions or applicable statutes enacted by the Congress, State Legislature or City Council that may affect the provisions, terms or funding of this Agreement in any manner. It is mutually agreed that if sufficient funds are not appropriated this Agreement may be amended to reflect any reduction in funds.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. CONSULTANT promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional Engineering and Right of Way Design Services consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be from 16th day of May, 2012 to 30th day of June, 2014, unless earlier terminated as provided herein. CONSULTANT shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of CONSULTANT.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by CONSULTANT or under its supervision. CONSULTANT will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of CONSULTANT shall also not be employees of City and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all the provisions stipulated in this contract to be applicable to subcontractors.

3.2.2 Schedule of Services. CONSULTANT shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. CONSULTANT represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate CONSULTANT's conformance with the Schedule, City shall respond to CONSULTANT's submittals in a timely manner. Upon request of City, CONSULTANT shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by CONSULTANT shall be subject to the approval of City, Caltrans and FHWA.

3.2.4 Substitution of Key Personnel. CONSULTANT has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, CONSULTANT may substitute other personnel of at least equal competence upon written approval of City. In the event that City and CONSULTANT cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the PROJECT or a threat to the safety of persons or property, shall be promptly removed from the PROJECT by the CONSULTANT at the request of the City. The key personnel for performance of this Agreement are as follows: Chao Chen.

3.2.5 City's Representative. The City hereby designates the Public Works Director, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract and shall act as the Contract Administrator for purposes of this Agreement. CONSULTANT shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 CONSULTANT's Representative. CONSULTANT hereby designates Chao Chen, Project Manager, or his or her designee, to act as its representative for the performance of this Agreement ("CONSULTANT's Representative"). CONSULTANT's Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. The CONSULTANT's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. CONSULTANT agrees to work closely with City staff in the performance of Services and shall be available to City's staff, Caltrans and FHWA representatives at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. CONSULTANT shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. CONSULTANT represents and maintains that it is skilled in the professional calling necessary to perform the Services. CONSULTANT warrants that all employees and sub-consultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, CONSULTANT represents that it, its employees and sub-consultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, CONSULTANT shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the CONSULTANT's failure to comply with the standard of care provided for herein. Any employee of the CONSULTANT or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the PROJECT, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly

removed from the PROJECT by the CONSULTANT and shall not be re-employed to perform any of the Services or to work on the PROJECT.

3.2.9 Period of Performance. CONSULTANT shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). CONSULTANT shall also perform the Services in strict accordance with any completion schedule or PROJECT milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and CONSULTANT ("Performance Milestones"). CONSULTANT agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such PROJECT Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3.2.10 Laws and Regulations; Employee/Labor Certifications. CONSULTANT shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the PROJECT or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. CONSULTANT shall be liable for all violations of such laws and regulations in connection with Services. If the CONSULTANT performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, CONSULTANT shall be solely responsible for all costs arising therefrom. CONSULTANT shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

Pursuant to the authority contained in Section 591 of the Vehicle Code, the CITY has determined that such areas are within the limits of the PROJECT and are open to public traffic. The CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

3.2.10.1 Employment Eligibility; CONSULTANT. By executing this Agreement, CONSULTANT verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the CONSULTANT. CONSULTANT also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement which it had not disclosed in writing to City, and shall not violate any such law at any time during the term of the Agreement. CONSULTANT shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States

Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. CONSULTANT shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to CONSULTANT's compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

3.2.10.2 Employment Eligibility; Contractors, CONSULTANTS, Sub-subcontractors and Sub-consultants. To the same extent and under the same conditions as CONSULTANT, CONSULTANT shall require all of its subcontractors, CONSULTANTS, sub-subcontractors and sub-consultants performing any work relating to the PROJECT or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

3.2.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of CONSULTANT verifies that they are a duly authorized officer of CONSULTANT, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of CONSULTANT or its subcontractors, CONSULTANTS, sub-subcontractors or sub-consultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the CONSULTANT under Section 3.2.10.2); or (3) failure to immediately remove from the PROJECT any person found not to be in compliance with such requirements.

3.2.11 Labor Certification. By its signature hereunder, CONSULTANT certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.12 Equal Opportunity Employment. CONSULTANT represents that it is an equal opportunity employer and it shall not discriminate against any sub-consultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. CONSULTANT shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.13 Air Quality. To the extent applicable, CONSULTANT must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, CONSULTANT shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. CONSULTANT shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable

laws, rules and/or regulations by CONSULTANT, its sub-consultants, or others for whom CONSULTANT is responsible under its indemnity obligations provided for in this Agreement.

3.2.14 DEBARMENT AND SUSPENSION CERTIFICATION.

The CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT has complied with Title 49, Code of Federal Regulations, Part 29, Debarment and Suspension Certificate, which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the CITY.

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

3.2.15 INSPECTION OF WORK. The CONSULTANT and any subcontractor shall permit the City, the State, and FHWA to conference with the CONSULTANT, visit the site of the work, and review and inspect the PROJECT activities and files at all reasonable times during the performance period of this Agreement including review and inspection on a daily basis. Costs incurred by the CONSULTANT for meetings conducted pursuant to this paragraph shall be included in the CONSULTANT's fee.

3.3 Insurance.

3.3.1 Time for Compliance. CONSULTANT shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, CONSULTANT shall not allow any sub-consultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the sub-consultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.3.2 Minimum Requirements. CONSULTANT shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the CONSULTANT, its agents, representatives, employees or sub-consultants. CONSULTANT shall also require all of its sub-consultant to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), endorsed to include contractual liability; (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's*

Liability: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. CONSULTANT shall maintain limits no less than: (1) *General Liability:* \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.3.3 Professional Liability. CONSULTANT shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the PROJECT, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$3,000,000 per claim.

3.3.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or CONSULTANT shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the CONSULTANT, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the CONSULTANT's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the CONSULTANT's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the CONSULTANT or for which the CONSULTANT is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the CONSULTANT's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the CONSULTANT's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the CONSULTANT.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, or canceled except after thirty (30) days prior written notice has been given to the City, provided that if a thirty (30) days notice of cancellation endorsement is not available CONSULTANT shall notify City of this unavailability in writing and shall forward any notice of cancellation to the City within two (2) business days from date of receipt by CONSULTANT; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers. CONSULTANT's failure either to obtain an endorsement providing thirty (30) days prior written notice of cancellation endorsement or to forward the City any notice of cancellation issued to CONSULTANT shall be considered breach of contract.

3.3.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers.

3.3.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. CONSULTANT shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

3.3.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.3.8 Verification of Coverage. CONSULTANT shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.3.9 Reporting of Claims. CONSULTANT shall report to the City, in addition to CONSULTANT's insurer, any and all insurance claims submitted by CONSULTANT in connection with the Services under this Agreement.

3.3.10 Safety. CONSULTANT shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the CONSULTANT shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and sub-consultants, such as safe walkways, scaffolds, fall

protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.4 Fees and Payments.

3.4.1 COST PRINCIPLES. The CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the allowability of individual cost items.

The CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to the City.

3.4.2. Pre-Award Audit. As a result of the federal funding for this PROJECT, and to the extent Caltrans procedures apply in connection therewith, issuance of a "Notice to Proceed" may be contingent upon completion and approval of a pre-award audit. Any questions raised during the pre-award audit shall be resolved before the City will consider approval of this Agreement. The federal aid provided under this Agreement is contingent on meeting all Federal requirements and could be withdrawn, thereby entitling the City to terminate this Agreement, if the procedures are not completed. The CONSULTANT's files shall be maintained in a manner to facilitate Federal and State process reviews. In addition, the applicable federal agency, or Caltrans acting in behalf of a federal agency, may require that prior to performance of any work for which Federal reimbursement is requested and provided, that said federal agency or Caltrans must give to City an "Authorization to Proceed".

3.4.2.1 Post-Award Audit. In the event that Caltrans authorizes the City to issue a "Limited Notice to Proceed", CONSULTANT's cost proposal, set forth in the attached Exhibit "C", will be subject to a post-award audit by Caltrans. CONSULTANT's files shall be maintained in a manner to facilitate Federal and State process reviews. If any post-award audit recommendations are received by City from Caltrans, Exhibit "C" shall be adjusted by CONSULTANT and approved by City to conform to the audit recommendations. CONSULTANT agrees that individual items of cost may be incorporated into the attached Exhibit "C", based on the interim or post-award audit recommendations of Caltrans, at City's sole discretion. Refusal by CONSULTANT to incorporate the interim audit or post-award recommendations of Caltrans will be considered a breach of this Agreement and cause for termination.

3.4.3 Compensation. The basis of payment for the services provided under this Agreement shall be cost-plus-a-fixed fee.

3.4.3.1. The CITY shall reimburse the CONSULTANT for actual costs (including labor costs, employee benefits, overhead and other direct costs) incurred by the CONSULTANT in performance of the work, in an amount not to exceed \$3,813,392.26 exclusive of any fixed fee. Actual costs shall not exceed the estimated wage rates and other costs set forth in the

CONSULTANT's cost proposal attached hereto as Exhibit "C" and incorporated herein by this reference. In the event of conflict between the CONSULTANT's cost proposal and any term of condition of this Agreement, this Agreement shall prevail.

3.4.3.2. In addition to the costs referred to in Section 3.4.3.2, the CITY shall pay the CONSULTANT a fixed fee of \$185,852.30. Said fixed fee shall not be altered, unless there is a significant alteration in the scope, complexity, or character of the work to be performed which is documented as an amendment.

3.4.3.3. CONSULTANT shall not be reimbursed for any expenses unless authorized in writing by City.

3.4.3.4. Total expenditures made under this Agreement, including the fixed fee shall not exceed the sum of \$3,813,392.26.

3.4.4 Payment of Compensation. CONSULTANT shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by CONSULTANT. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.4.5 Extra Work. At any time during the term of this Agreement, City may request that CONSULTANT perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the PROJECT, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. CONSULTANT shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.4.6 Prevailing Wages. CONSULTANT is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., 1775, as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects if the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, CONSULTANT agrees to fully comply with such Prevailing Wage Laws. CONSULTANT shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the CONSULTANT's principal place of business and at the PROJECT site. CONSULTANT shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

Wage guidelines entitled, *CONSULTANT Guidelines for Prevailing Wage and Labor Compliance on Architectural and Engineering (A&E) Contracts* is used to administer Caltrans CONSULTANT contracts and is available at:

http://www.dot.ca.gov/hq/construc/A&E_Guidelines/A&EGuidelines.pdf

Wage information is available through the Caltrans Division of Local Assistance web site

at: http://www.dir.ca.gov/dlsr/statistics_research.html

3.5 . DISPUTES

3.5.1 Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of the CITY's Contract Manager and Public Works Director, who may consider written or verbal information submitted by the CONSULTANT.

3.5.2 Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, the CONSULTANT may request review by the CITY COUNCIL of unresolved claims or disputes, other than audit. The request for review will be submitted in writing to Public Works Director.

3.5.3 Neither the pendency of a dispute, nor its consideration by the committee will excuse the CONSULTANT from full and timely performance in accordance with the terms of this contract.

3.6 Termination of Agreement.

3.6.1 Grounds for Termination. City may, by written notice to CONSULTANT, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to CONSULTANT of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, CONSULTANT shall be compensated only for those services which have been adequately rendered to City, and CONSULTANT shall be entitled to no further compensation. CONSULTANT may not terminate this Agreement except for cause.

3.6.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require CONSULTANT to provide all finished or unfinished Documents and Data and other information of any kind prepared by CONSULTANT in connection with the performance of Services under this Agreement. CONSULTANT shall be required to provide such document and other information within fifteen (15) days of the request.

3.6.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6.4 Additional Remedies. In addition to termination as provided herein, the CITY expressly reserves the right to pursue any remedy available in law or in equity for breach of this Agreement by CONSULTANT.

3.7 Ownership of Materials and Confidentiality.

3.7.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive, royalty-free, irrevocable and perpetual license for City, the State and FWHA to copy, use, publish, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by CONSULTANT

under this Agreement (“Documents & Data”). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by CONSULTANT on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, CONSULTANT shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the CONSULTANT is entitled under the termination provisions of this Agreement, CONSULTANT shall provide all Documents & Data to City upon payment of the undisputed amount. CONSULTANT shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, CONSULTANT shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the PROJECT, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, CONSULTANT shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; the CONSULTANT, subcontractors, and the City shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract, for a minimum of three (3) years following final payment. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, the State Auditor, City, FHWA, or any duly authorized representative of the federal government shall have access to any books, records, and documents of the CONSULTANT that are pertinent to the contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

3.7.2 Sub-consultants. CONSULTANT shall require all sub-consultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the sub-consultant prepares under this Agreement. CONSULTANT represents and warrants that CONSULTANT has the legal right to license any and all Documents & Data. CONSULTANT makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than CONSULTANT or its sub-consultants, or those provided to CONSULTANT by the City. If a subcontract for work, or services to be performed by such firms exceeds \$25,000, the subcontract shall contain all required provisions of the prime contract.

3.7.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this PROJECT or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this PROJECT without employing the services of CONSULTANT shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this PROJECT, it shall remove the CONSULTANT's seal from the Documents & Data and indemnify and hold harmless CONSULTANT and its officers, directors,

agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. CONSULTANT shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. CONSULTANT shall not be responsible or liable for any revisions to the Documents & Data made by any party other than CONSULTANT, a party for whom the CONSULTANT is legally responsible or liable, or anyone approved by the CONSULTANT.

3.7.4 Indemnification. CONSULTANT shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the PROJECT by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.7.5 Confidentiality. All Documents & Data, either created by or provided to CONSULTANT in connection with the performance of this Agreement, shall be held confidential by CONSULTANT. All Documents & Data shall not, without the prior written consent of City, be used or reproduced by CONSULTANT for any purposes other than the performance of the Services. CONSULTANT shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the PROJECT. Nothing furnished to CONSULTANT that is otherwise known to CONSULTANT or is generally known, or has become known, to the related industry shall be deemed confidential. CONSULTANT shall not use City's name or insignia, photographs of the PROJECT, or any publicity pertaining to the Services or the PROJECT in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.8 General Provisions.

3.8.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

CONSULTANT:

Jacobs Engineering Group Inc.
3257 E. Guasti Rd. Ste. 120
Ontario, CA 91761
Mr. Chao Chen

City:

City of Corona
400 South Vicentia Avenue
Corona, CA 92882
Attn: Linda Bazmi, Project Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to

the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.8.2 Indemnification.

3.8.2.1 Scope of Indemnity. To the fullest extent permitted by law, CONSULTANT shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of CONSULTANT, its officials, officers, employees, subcontractors, CONSULTANTS or agents in connection with the performance of the CONSULTANT's Services, the PROJECT or this Agreement, including without limitation the payment of all, expert witness fees and attorney's fees and other related costs and expenses. Notwithstanding the foregoing, to the extent CONSULTANT's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. City agrees to the deletion of the words "consequential damages" but we are not necessarily waiving them.

3.8.2.2 Additional Indemnity Obligations. CONSULTANT shall defend, with Counsel of City's choosing and at CONSULTANT's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.8.2.1 that may be brought or instituted against City or its directors, officials, officers, employees, volunteers and agents. CONSULTANT shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. CONSULTANT shall also reimburse City for the cost of any settlement paid by City or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. CONSULTANT shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. CONSULTANT's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

3.8.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, CONSULTANT must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by CONSULTANT. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, CONSULTANT shall be barred from bringing and maintaining a valid lawsuit against the City.

3.8.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.8.5 City's Right to Employ Other CONSULTANTS. City reserves right to employ other CONSULTANTS in connection with this PROJECT.

3.8.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.8.7 Assignment or Transfer; Corona Utility Authority. CONSULTANT shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. To the extent that this Agreement is deemed to be a "material contract" under either of the CUA Management Agreements, CONSULTANT has no right to terminate this Agreement, either with or without cause, based upon the existence or non-existence of either or both of the CUA Management Agreements. Therefore, if an applicable CUA Management Agreement expires or terminates for any reason, CONSULTANT shall remain fully obligated to perform under this Agreement on behalf of the CUA or another third party contracted by the CUA for the maintenance, management and operation of the applicable utility system.

3.8.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to CONSULTANT include all personnel, employees, agents, and sub-consultants of CONSULTANT, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.8.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.8.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.8.11 No Third Party Beneficiaries. Except to the extent expressly provided for in this Agreement, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.8.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.8.13 Prohibited Interests. CONSULTANT maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. CONSULTANT further agrees to file, or shall cause its employees or sub-consultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.8.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.8.15 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.8.16 Authority to Enter Agreement. CONSULTANT has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.8.17 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.8.18 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.8.19 Federal Provisions. When funding for the Services is provided, in whole or in part, by an agency of the federal government, CONSULTANT shall also fully and adequately comply with the provisions included in Exhibit "D" (Federal Requirements) attached hereto and incorporated herein by reference ("Federal Requirements"). With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

3.8.20 Covenant Against Contingent Fees. As required in connection with federal funding, the CONSULTANT warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this Agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, City, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For

breach or violation of this warranty, the City shall have the right to terminate this Agreement without liability pursuant to Section 3.6, or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, City, percentage, brokerage fee, gift, or contingent fee.

3.8.21 Covenant Against Expenditure of CITY, State or Federal Funds for Lobbying. The CONSULTANT certifies that to the best of his/ her knowledge and belief no state, federal or CITY appropriated funds have been paid, or will be paid by or on behalf of the CONSULTANT to any person for the purpose of influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the award of any state or federal contract, grant, loan, or cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

a) If any funds other than federal appropriated funds have been paid, or will be paid to any person for the purpose of influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this Agreement, the CONSULTANT shall complete and submit the attached Exhibit "D-4", Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with the attached instructions.

b) The CONSULTANT's certification provided in this section is a material representation of fact upon which reliance was placed when this Agreement was entered into, and is a prerequisite for entering into this Agreement pursuant to Section 1352, Title 31, US. Code. Failure to comply with the restrictions on expenditures, or the disclosure and certification requirements set forth in Section 1352, Title 31, US. Code may result in a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

c) The CONSULTANT also agrees by signing this Agreement that he/she shall require that the language set forth in this Section 3.23.5 be included in all CONSULTANT subcontracts which exceed \$100,000, and that all such subcontractors shall certify and disclose accordingly.

3.8.22 Accounting Records. CONSULTANT shall maintain complete and accurate records with respect to all costs and expenses incurred and fees charged under this Agreement. As required in connection with federal funding, the Federal Acquisition Regulations in Title 48, CFR 31 shall be the governing factors regarding allowable elements of cost. All such records shall be clearly identifiable. CONSULTANT shall allow a representative of the City, the State, the State Auditor, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) during normal business hours to examine, audit, and make transcripts or copies of any and all ledgers and books of account, invoices, vouchers, canceled checks, and any other records or documents created pursuant to this Agreement. All such information shall be retained by CONSULTANT for at least three (3) years following termination of this Agreement. Following final settlement of the contract accounts with the United States Department of Transportation under this Agreement, such records and documents may be microfilmed at the option of the City, but in any event shall be retained for said three (3) year period after processing of the final voucher by the United States Department of Transportation.

a) The CONSULTANT also agrees to comply with Federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

b) Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq. or under 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, are subject to repayment by the CONSULTANT to the City.

3.8.23 Standard Agreement for Sub-contractor / DBE Participation

a) Sub-contractors

i) Nothing contained in this Agreement or otherwise, shall create any contractual relation between the CITY and any subcontractors, and no subcontract shall relieve the CONSULTANT of his/her responsibilities and obligations hereunder. The CONSULTANT agrees to be fully responsible to the CITY for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its subcontractors is an independent obligation from the CITY's obligation to make payments to the CONSULTANT.

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

iii) CONSULTANT shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to the CONSULTANT by the CITY.

iv) Any substitution of subcontractors must be approved in writing by the CITY's Contract Manager in advance of assigning work to a substitute subcontractor.

b) Disadvantaged Business Enterprise (DBE) Participation

i) This Agreement is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Proposers who obtain DBE participation on this contract will assist CALTRANS in meeting its federally mandated statewide overall DBE goal.

ii) If the contract has an underutilized DBE (UDBE) goal, the CONSULTANT must meet the UDBE goal by committing UDBE participation or document a good faith effort to meet the goal. If a UDBE sub-consultant is unable to perform, the CONSULTANT must make a good faith effort to replace him/her with another UDBE sub-consultant, if the goal is not otherwise met. A UDBE is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups: African Americans, Native Americans, Asian-Pacific Americans, or Women.

iii) DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The CONSULTANT, sub-recipient or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The CONSULTANT shall carry out applicable requirements of 49 CFR, Part 26 in

the award and administration of US DOT- assisted agreements. Failure by the CONSULTANT to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the CITY deems appropriate.

iv) Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

c) Performance of DBE CONSULTANT and other DBE Sub-consultants/Suppliers

i) A DBE performs a commercially useful function when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing; and other relevant factors.

ii) A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Agreement, or PROJECT through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

iii) If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

d) Prompt Payment of Funds Withheld to Subcontractors

i) The CITY shall hold 5 percent retainage from the prime CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the CITY, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime CONSULTANT, or sub-consultant, shall return all monies withheld in retention from a sub-consultant within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the CITY. Federal law (49 CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the CITY's prior written approval. Any violation of this provision shall subject the violating prime CONSULTANT or sub-consultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime CONSULTANT or sub-consultant in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient sub-consultant performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime CONSULTANT and sub-consultants.

ii) Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

e) DBE Records

i) The CONSULTANT shall maintain records of materials purchased and/or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

ii) Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subcontractors," CEM-2402F (Exhibit 17-F, Chapter 17, of the LAPM), certified correct by the CONSULTANT or the CONSULTANT's authorized representative and shall be furnished to the Contract Manager with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in 25% of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors" is submitted to the Contract Manager.

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

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

f) DBE Certification and Decertification Status. If a DBE sub-consultant is decertified during the life of the Agreement, the decertified sub-consultant shall notify the CONSULTANT in writing with the date of decertification. If a sub-consultant becomes a certified DBE during the life of the Agreement, the sub-consultant shall notify the CONSULTANT in writing with the date of certification. Any changes should be reported to the CITY's Contract Manager within 30 days.

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

(A) If the materials or supplies are obtained from a DBE manufacturer, 100 % of the cost of the materials or supplies will count toward the DBE participation. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.

(B) If the materials or supplies purchased from a DBE regular dealer, count 60 % of the cost of the materials or supplies toward DBE goals. A regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the

materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement, are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

(C) If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment, shall be by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this section.

(D) Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

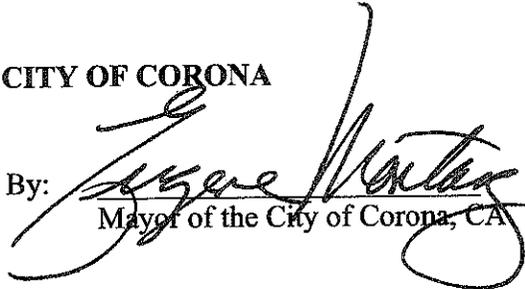
[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF CORONA
AND JACOBS ENGINEERING GROUP INC**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the 16th day of May, 2012.

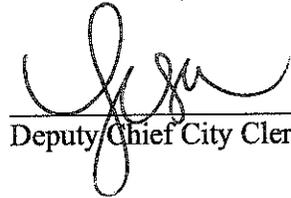
CITY OF CORONA

By:



Mayor of the City of Corona, CA

Attest:



Deputy Chief City Clerk

**JACOBS ENGINEERING GROUP INC.,
a DELAWARE CORPORATION**

By:



Signature



Name (Print)



Title (Print)

By:

Signature

Name (Print)

Title (Print)

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF CORONA
AND JACOBS ENGINEERING GROUP INC**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the 16th day of May, 2012.

CITY OF CORONA

By: _____
Mayor of the City of Corona, CA

Attest: _____
Deputy Chief City Clerk

**JACOBS ENGINEERING GROUP INC.,
a DELAWARE CORPORATION**

By: _____
Signature

Name (Print)

Title (Print)

By: Curtis A. Fisher
Signature

Curtis A. Fisher
Name (Print)

Assistant Secretary
Title (Print)

EXHIBIT "A"
SCOPE OF SERVICES

SECTION IV.

SCOPE OF WORK

A. OVERVIEW

The PROJECT will provide for the reconstruction of the interchange located on Interstate 15 at Cajalco Road in the City of Corona. The proposed improvements will increase the capacity of the bridge and ramps in order to reduce congestion and accommodate projected growth in the area. The CONSULTANT shall perform professional and technical services to provide support to the CITY for the preparation of plans, specifications, and estimate (PS&E) necessary to complete the construction. The work shall include the following, but not limited to:

- (1) Geotechnical Engineering,
- (2) Structural Engineering,
- (3) Roadway Engineering,
- (4) Aerial and Ground Survey,
- (5) Hydraulic and Drainage Engineering,
- (6) Storm Water Pollution Plan Preparation (SWPPP),
- (7) Right-of-Way Drawings, Legal and Plats,
- (8) Right-of-Way Acquisition
- (9) Utility Coordination,
- (10) Landscape and Irrigation Plans
- (11) Processing all forms, maps and documents for required permits,
- (12) Development of the PS&E, and
- (13) Typical schedule of activities.

The objective of this work is to complete the design and secure approval of all plans, specifications, estimates, and permits from all applicable agencies for the PROJECT in order to advertise, bid, and award a construction contract.

1. Background

The I-15/Cajalco Road interchange was originally constructed in 1965 as a trumpet interchange providing access only to the east side of I-15 via northbound on- and off-ramps and a southbound off-ramp. Access was limited to the east side of I-15 because Cajalco Road did not extend west of I-15 at that time. In 1987, the interchange was reconfigured to a full service trumpet interchange with a southbound on-ramp and the original one-lane overcrossing bridge replaced with a bi-directional two-lane overcrossing. In the following years, significant development occurred in the area and Eagle Glen Parkway, a four-lane arterial extension of Cajalco Road, was constructed just west of I-15 providing access to the new housing developments. In 1999, the interchange was reconfigured once again. The southbound ramps were

modified to a cloverleaf configuration and the northbound ramps were modified to a spread diamond configuration in order to provide additional access to I-15. In 2000, Cajalco Road was widened east of the I-15 between Grand Oaks and Temescal Canyon Road from one lane in each direction to accommodate three lanes in each direction. Cajalco Road remains a two-lane facility at I-15 between the ramp intersections on the original narrow overcrossing.

In 2005, Congress approved SAFETEA-LU, which earmarked \$8.0 million for the construction of the PROJECT. In an effort to expedite the PROJECT, RCTC and the PROJECT team initiated preliminary engineering and environmental studies in support of the PA/ED phase in October 2006. A PROJECT Study Report/PROJECT Development Support (PSR/PDS) was completed and approved for this PROJECT by CALTRANS in April 2008. The PSR/PDS included a no-build alternative and three build alternatives. Two of the alternatives originated from the Value Analysis held in October 2006 and the third alternative originated from the Mid County Parkway (MCP) Project, a 32-mile planned east-west freeway facility connecting SR 79, I-215 and I-15. All of the PSR/PDS alternatives were carried forward into the PA/ED phase, which began in June 2007. In October 2007, an Alternative Evaluation Report was prepared and concluded that only one of the build alternatives would be viable.

The planning phase of the PROJECT has been completed, including the Categorical Exclusion/Categorical Exemption Determination, Project Report, GAD, Value Analysis, Modified Access Report and the CALTRANS Co-Op for Design and Right of Way. These documents are available for review at:

<http://discovercorona.com/City-Departments/Public-Works/Construction-Projects/Project-Documents.aspx>.

2. PROJECT Description

The PROJECT includes the construction of a six-lane overcrossing bridge on a new alignment north of the existing bridge. In addition, the existing northbound and southbound ramp intersections would be reconfigured and all existing ramps would be realigned. The existing northbound on-ramp would be modified to serve the westbound Cajalco Road traffic and a northbound loop on-ramp would be constructed to serve the eastbound Cajalco Road traffic. The new bridge will consist of six 12' lanes, a 12' striped median, 8' outside shoulders, and a 5' sidewalk on the south side. The PROJECT includes all associated noise mitigation and utility relocation.

This alternative is considered the ultimate build-out because it is compatible with the MCP and the future I-15 HOV/HOT projects. Reconstruction of the Cajalco Road interchange must accommodate the potential construction of a future freeway-to-freeway interchange at the junction of I-15 and the proposed Mid-County Parkway (MCP). The alternative recommended in the Project Report accommodates the preliminary design of the future MCP.

The following presents the scope of work for the PS&E Phase based upon the selected preferred alternative identified in the PR/ED Phase. The selected CONSULTANT is expected to prepare all reports, studies and plans to meet the requirements of all oversight agencies including, but not limited to, CALTRANS and

the FHWA. CITY staff will provide overall PROJECT coordination, and will handle administrative and policy matters. CALTRANS and FHWA, the County of Riverside, and the affected Cities will provide oversight, guidance and interpretation on matters relating to State, Federal, County, and CITY policies and regulations. The County of Riverside and RCTC will provide input on the proposed land use requirements, local circulation policies and coordination in regards to future planned projects.

B. DATA COLLECTION

The PROJECT will involve the review and assimilation of a large amount of existing data and the generation of new data. The selected CONSULTANT will be expected to determine what data sources are necessary to gather and by what date, and to prioritize the gathering of that data.

CONSULTANT shall research and review all previous work performed to date in the PROJECT vicinity that impacts the design of the improvements, including but not limited to:

- Existing improvement plans/engineering reports of record
- Right-of-way mapping, ownership records
- Preliminary engineering and reports for this PROJECT
- Environmental clearance and mitigation measures
- CITY/other agency engineering design standards, codes, and plan processing procedures

The CITY expects that the selected team will make the best use of existing data to minimize waste and duplication of work efforts.

C. COORDINATION

CONSULTANT shall coordinate with other involved agencies and private developers for compatible design and phasing of construction with existing and proposed conditions. Coordination may include, but will not necessarily be limited to the following:

- CALTRANS
- Federal Highway Administration
- Nationwide permit through the ACOE, pursuant to Section 404 of the Clean Water Act.
- Riverside County Flood Control and Water Conservation District
- A Section 1600 Streambed Alteration Agreement with the California Dept. of Fish and Game.
- A Section 401 Certification or waiver from the Region 4 of the Regional Water Quality Control Board.

F. STANDARDS

The PROJECT plans, specifications, and estimates shall be prepared in accordance with current CALTRANS' regulations, policies, procedures, manuals, and standards including compliance with Federal Highway Administration (FHWA) requirements. Improvements of local roads may be prepared in accordance with CITY standards in lieu of CALTRANS standards as directed by CITY. All Documents shall be prepared using US standards and dimensions.

1. Survey

All surveys shall be performed by CONSULTANT in accordance with the current CALTRANS "Survey Manual" and its revisions. Work not covered by the manual shall be performed in accordance with accepted professional surveying standards. The CONSULTANT shall be responsible to verify datum with Caltrans and the CITY.

The minimum standard of survey quality shall be that of similar surveys performed by CALTRANS. CALTRANS may designate the existing horizontal and vertical control monuments that are to be the basis of all performed surveys. CALTRANS may provide the California Coordinate System values and/or elevation values for these monuments. The CONSULTANT shall adjust all CONSULTANT-performed survey to the designated control monuments and their values. The CONSULTANT shall provide cross-sections at a scale and frequency approved by the CALTRANS within the limits described. Topography shall include, but not be limited to, all features within the right-of-way. Topography shall extend between Temescal Road and Bedford Canyon Road, and future curb returns at all intersections and include driveways, existing sewer manhole inverts, top of cone, and rim elevations.

Private right-of-way acquisitions and temporary construction easements will be required. Additional survey may be required in order to develop exhibits necessary to secure right-of-way acquisition and construction easement agreements. Survey data should be of sufficient scope and area for CITY to acquire necessary right-of-way.

2. Design

Roadway, Bridge, Landscape and Irrigation design shall be in accordance with the current CALTRANS Design Manuals and revisions. Basic design shall be in accordance with the approved Project Report and final environmental document with supplements and updates.

3. PS&E

Plans and specifications shall be prepared in conformance with the current editions of the CALTRANS Guide for Submittal of Plans, Specifications, Estimates, Standard Plans, Standard Specifications, and Standard Special Provisions. As part of the work involved in the preparation of the plans, specifications and estimate, the CONSULTANT shall prepare and furnish special provisions for items of work included in the plans which are not covered in the Standard Specifications,

CALTRANS-approved standard special provisions, and COUNTY approved standard special provisions.

Bridge plans shall be prepared in accordance with the CALTRANS Bridge Design Details Manual, Bridge Design Aids Manual, and Bridge Memos to Designers, Division of Structures current edition.

Roadway plans shall be prepared in conformance with the current CALTRANS standards and requirements. All Roadway plans shall be on single sheet files. Graphic files shall conform to the CALTRANS current standards and requirements for Data Format.

Landscape and Irrigation plans shall be prepared in conformance with CITY'S Specific Plan, CITY'S Water Conservation Ordinance and CALTRANS standards and requirements. Irrigation Plans shall be prepared based on use of CITY's Reclaimed Water, and in conformance with standards of the Department of Health Services.

Special Provisions shall be prepared using Microsoft Word conforming to CALTRANS format and content. Bridge Specifications shall be prepared in conformance with the CALTRANS Bridge Design Specifications, Division of Structures current edition.

All plans for roadways or related facilities within CITY jurisdiction shall conform to the CITY's Standard Plans and design standards.

The responsible CONSULTANT /Engineer shall sign all Plans, Specifications, and Estimates (PS&E) and engineering data furnished by him/her, and where appropriate, indicate his/her California registration number.

4. Geotechnical Design Report

The Geotechnical Design Report shall be prepared in conformance with current CALTRANS standards and requirements.

5. PROJECT Files

PROJECT files shall be indexed in accordance with CALTRANS' Project Development Uniform File System.

6. Calculations

All roadway calculations and structural analyses and design will be performed using CALTRANS current standards and requirements. Data files and results will be submitted in a Digital Media format and hard copies.

7. Computer Aided Drafting and Design (CADD)

All plans will be prepared in conformance with the latest Caltrans CADD User's Manual and the Caltrans Drafting Manual to assure complete compatibility.

G. PROJECT ADMINISTRATION

1. **PROJECT Management**

PROJECT Development Team (PDT) meetings with the CITY PROJECT MANAGER, CALTRANS PROJECT MANAGER, and other representatives from affected agencies and private developers will be held at least once a month, and may be held on a bi-weekly basis. The CONSULTANT shall prepare meeting agendas and minutes for each meeting. The minutes shall be distributed within 5 days after the meeting to all attendees. The minutes shall include, but not be limited to, a list of attendees with phone numbers and email, a synopsis of discussion items, any pertinent information, action items, and all follow-ups to the action items.

The CONSULTANT shall monitor quality on all deliverables, calculations, and other work products. The CONSULTANT shall prepare a Quality Control Plan for use on this phase of the PROJECT, and submit a copy to the City within thirty (30) calendar days of Notice-to-Proceed. This is not a separate task, but shall be included as part of PROJECT management. The CONSULTANT shall attend meetings as required to complete the PROJECT, including CALTRANS Safety Review meetings, Design Review meetings, Pavement Peer Review meetings, Constructability Review meetings, Quality meetings, and informational meetings with stakeholders.

2. **Budgeting**

The CONSULTANT will prepare budgets for each task and milestone for the PROJECT. Such budgets will be entered in to the CONSULTANT's Management Information System along with actual costs incurred, and used as a basis for cost monitoring and control.

3. **Cost Accounting**

The CONSULTANT will prepare monthly reports of expenditures for the PROJECT by task and milestone. Expenditures include direct labor costs, other direct costs, and sub-consultant costs. These reports will be included as supporting data for invoices presented to the CITY every month.

4. **Scheduling**

Within 1 month from the Notice to Proceed (NTP), the CONSULTANT will provide a detailed PROJECT schedule which indicates milestones, major activities, and deliverables to the CITY for review and comments. This schedule will reflect assumed review times necessary by all of the agencies involved. Review of the schedule will occur at subsequent trend meetings. Adjustments will be made, if necessary, due to changing circumstances. For proposal preparation purposes, allow 4 weeks for the CITY's review of the first plan check and 3 weeks for the subsequent checks. Plans submitted to the CITY that are incomplete shall be returned to the CONSULTANT unchecked and the CONSULTANT will be expected to maintain the PROJECT delivery schedule at no additional cost to the CITY. CONSULTANT shall be familiar with CALTRANS' plan check submittal procedures and timelines and shall schedule plan check submittals in order to maintain the PROJECT schedule.

5. **Quality Control Plan**

A Quality Control Plan will be established for this PROJECT in accordance with the provisions of Article IV, Section G of the Agreement. It will be provided to the CITY within 2 weeks after NTP for review and approval.

6. Progress Reporting

Progress reports shall be prepared in accordance with CITY guidelines. Reports will be required monthly and shall be accompanied by an invoice.

7. Contract Administration

The CONSULTING PROJECT MANAGER will maintain ongoing liaison with the CITY PROJECT MANAGER, agencies, and utility companies to promote effective coordination during the course of PROJECT development. Progress meetings with CONSULTANT's staff, sub-consultants, and the CITY PROJECT MANAGER will be held regularly.

H. SURVEY AND MAPPING

1. Review and Verify Survey Control and Base Data

The design survey prepared during a previous phase shall be reviewed and verified prior to commencing preparation of the Plans defined in this scope of work. At a minimum, the CONSULTANT shall:

- obtain the Caltrans survey control;
- recover, tie, and verify existing survey control to the adjacent segment control;
- provide additional secondary horizontal and vertical control, as needed;
- Prepare Construction Staking Survey Control Map (CSS);
- Spot Check previously prepared TOPO mapping with design surveys.
- The centerline of Interstate 15 will be developed or provided by Caltrans. CONSULTANT shall prepare the Record of Survey. The CITY will file the Record of Survey.

2. Drainage Surveys

At minimum the CONSULTANT shall locate existing drainage structures within the PROJECT limits — tie and dip all related inlets and manholes.

3. Wall Surveys

At minimum the CONSULTANT shall:

- Recover control
- Stake wall alignment
- Profile wall centerline alignment and 3 meters RT and LT on 15 meter intervals
- Locate and tie any features that would affect the wall design or construction

4. Geotech Boring Location Ties

At minimum the CONSULTANT shall tie position of boring locations, with elevation.

5. Utility Surveys and Mapping

This task involves the collection, assembly, and mapping of existing overhead and underground utility lines within the PROJECT limits. At minimum the CONSULTANT shall:

- Research
- Prepare Notification letters
- Compile Utility Map of Records
- Utility Surveys
- Utility Potholes
- Utility Pothole Surveys
- Prepare to Relocate Notice/Final Utility Notice Form
- Notice to Relocate

The CONSULTANT shall determine the ownership rights (utilities in their own easement or utilities in by CITY franchise agreement) of utilities affected by PROJECT construction and shall coordinate and notify the CITY if any costs are to be paid by the CITY for utility relocations early in the design process. The CONSULTANT shall track the progress/schedule of the utility company relocation plan preparation in order to have the utility facility relocated prior to construction (preferred) or to ensure final approved utility relocation plans are attached to the CITY construction plans including the number of working days required by the Utility to construct their facilities clearly identified in the Special Provisions. A utility matrix shall be prepared listing the facility type, construction material, location/depth and disposition of utilities within the PROJECT limits.

I. RIGHT-OF-WAY ENGINEERING

Licensed land surveyors will perform right-of-way engineering, mapping, and field surveys required for this task. This PROJECT will require the acquisition of additional right-of-way. The acquisition process shall be conducted in accordance with CALTRANS Standards, California Civil Code, and the California Relocation Assistance law. CALTRANS will review and approve all right-of-way-related work and deliverables. The right-of-way acquisition process shall include, but not be limited to the following:

1. Right-of-Way Requirements

The CONSULTANT shall determine right-of-way needs and prepare maps for submittal to CALTRANS Right-of-Way. The CONSULTANT shall identify the need for new right-of-way, new access control, permanent easements, and temporary construction easements. The CONSULTANT shall coordinate with affected agencies to determine right-of-way impacts (including utility right-of-way needs).

CALTRANS shall approve right-of-way requirements prior to initiating preparation of right-of-way maps.

2. Right-of-Way Maps

- a. The CONSULTANT shall prepare right-of-way base maps in accordance with CALTRANS requirements. Base maps shall show existing features consisting of lots along Eagle Glen Parkway with all right-of-way and easement areas, assessor's parcel numbers, addresses, types of businesses, property lines, footprints of buildings, setback distances from right-of-way to buildings, vegetation, and improvements in the take areas and existing driveways.
- b. The CONSULTANT shall identify all utilities, including those that have prior rights.
- c. The CONSULTANT shall prepare right-of-way maps at a scale approved by CALTRANS reflecting all right-of-way for the PROJECT, including acquisitions and easements required for maintenance access, drainage, material sites, utilities, and construction work areas, as necessary. The CONSULTANT shall also show access control. Dimensions are to be shown in English units.

3. Appraisal Maps, Plats, and Descriptions

- a. The CONSULTANT shall prepare legal descriptions, plats, deeds, and maps for each parcel acceptable to CALTRANS and the CITY for conveyance of marketable title interests and for accurate representation of right-of-way necessary for construction of the PROJECT.
- b. The CONSULTANT shall prepare legal descriptions, plats, and maps acceptable to utility companies (as required) and the CITY for conveyance of marketable title interests and accurate representation of easements necessary for construction of the PROJECT.
- c. The CONSULTANT shall prepare a right-of-way map acceptable to CALTRANS.
- d. A licensed Appraiser hired by the CONSULTANT will be responsible preparation of appraisals as required by CALTRANS.
- e. An experienced acquisition CONSULTANT hired by the CONSULTANT shall be responsible for right of way negotiations and coordination with CITY representatives.
- f. The CONSULTANT shall prepare necessary CALTRANS Local Assistance Paperwork associated with utility relocations and ROW acquisitions.

4. Title Reports will be provided by the CITY.

J. STRUCTURES

1. Structure Type Selection and Bridge General Plans

The culmination of preliminary design work will lead to the submittal and presentation for review and approval of a General Plan for the structure. This process

will be considered the "Structure Type Selection" process and no further design work shall be performed until written approval of the structure type is received from CALTRANS Division of Structures. A Type Selection Review Meeting will be held with the CITY and CALTRANS DOS in Sacramento, in which the CONSULTANT shall be prepared to discuss and provide information on foundation requirements, hydrological requirements, falsework requirements; seismic and aesthetic considerations; traffic handling, construction cost, and other pertinent information that is needed to determine the proper structure type.

Ten copies of the proposed General Plan, General Plan Estimate, Type Selection Memo, and Vicinity Map shall be submitted for review two weeks prior to the Structure Type Selection Review Meeting. The results of the meeting will be summarized in writing to the CONSULTANT within two weeks following the meeting.

Within 2 weeks after receiving written approval of the proposed General Plan and structure type, the CONSULTANT shall furnish CALTRANS DOS copies of the approved General Plan. These will be distributed for comments, and any comments received will be forwarded to the CONSULTANT.

2. Geotechnical Coordination and Foundation Report

A Foundation Report will be prepared for the structures based upon the geotechnical investigation described below. The foundation report will be prepared and signed by an Engineering Geologist or Soils Engineer, with deep foundation experience, registered in the State of California. This report shall recommend structure foundation types and footing elevations. It shall also specify pile tip elevations for pile foundations and shall provide information on ground water conditions, allowable bearing capacities, and other information needed to evaluate the chosen foundation. The report shall also address anticipated fill settlement periods to prevent excessive differential settlement between the structure and adjacent roadway approaches.

The Foundation Report will also include:

- Nature of materials found on the site.
- Liquefaction potential.
- Any geological hazards that may exist and recommend mitigation measures.
- Seismic design data in accordance with CALTRANS seismic design criteria.
- Soil parameters and load requirements to design shoring system for the possible construction of a box culvert under Galena Street.

The report will be developed in accordance with the guidelines for foundation studies and report as referenced in EFPB Information and Procedures Guide and the Bridge Design Aids Manual. It will be assured that the design parameters and potential construction difficulties are identified and addressed, together with the proper mitigation measures in the Foundation Report. For the bridge structure, alternative types of foundations will be evaluated to insure the selection of the most suitable type

of foundation. A log of Test Borings sheet shall be prepared and included as part of the report and as part of the structure plans. This Foundation Report and Log Test Borings sheet will be prepared in accordance with CALTRANS Standard Procedures and will be approved by CALTRANS.

3. Geotechnical Investigations

A qualified geotechnical engineer shall prepare a draft Geotechnical Design Report (GDR). All reports shall be in accordance with CALTRANS procedures, regulations, manuals, standards, policies, and format. The pavement structural sections shall be determined by a qualified Geotechnical Engineer in accordance with CALTRANS policies and procedures.

Drilling and Sampling – CONSULTANT shall conduct field investigation consisting of three (one at each abutment and one at the bent) soil borings from 50 to 80 feet deep. The precise locations will be selected to minimize impacts on freeway traffic. Subsurface investigations shall conform to the requirements in Section 4.3.5 of the Bridge Design Specifications and for pile foundations shall provide for the utilization of Standard Class 45 piles (design load of 45 tons) as a minimum.

Laboratory Testing – Bulk and undisturbed samples will be selected for laboratory testing. All tests will be conducted in accordance with Caltrans Test Methods or ASTM Standards.

Engineering Analyses – Results obtained from the field and laboratory investigation program will be used to establish idealized soil profiles and design soil parameters for bridge foundation design. A foundation type and related capacity will be recommended. Seismic parameters such as peak bedrock acceleration and depth to bedrock-like materials will be provided. Other seismic hazards, if encountered, will be addressed and recommendations will be given to mitigate these hazards. The CONSULTANT shall propose a Traffic Index (TI) for the auxiliary lanes and the ramps, and obtain CALTRANS concurrence.

Report Preparation - The results obtained from the geotechnical investigation will be documented in a Draft Foundation Report, which will include a Log of Test Borings (LOTB) sheet. The draft report will be submitted to the CITY and CALTRANS for review. CONSULTANT shall finalized the report upon receipt of review comments

4. Structural Design and Calculations

- a. The CONSULTANT shall prepare Structure Type Selection documents and Bridge General Plans to comply with the most current CALTRANS's guidelines, including Bridge Design Details, Bridge Design Aids, and Memos to Designers. The CONSULTANT will also submit a Preliminary Foundation Report to support the Type Selection process. The CONSULTANT will prepare for and attend the Bridge Type Selection Meeting, including advance submittal of required materials. Upon completion of the Type Selection, the CONSULTANT will submit and distribute meeting summary and required copies of General Plan and General Plan Estimate. Following the approval of the General Plan and

Foundation Report, structural design calculations will be prepared using standard CALTRANS Software and procedures.

- b. The CONSULTANT shall prepare the Plans in accordance with CALTRANS submittal requirements.
- c. The CONSULTANT shall compile structure specifications using the applicable CALTRANS Standard Special Provisions (SSP's).
- d. The CONSULTANT shall also prepare and submit required marginal estimates and design calculations, along with check calculations. The CONSULTANT will also prepare and submit workday schedule.
- e. The CONSULTANT shall prepare and submit bridge four-scale plans.
- f. The CONSULTANT shall prepare all bridge design and PS&E deliverables in accordance with the Office of Specially Funded Projects (OSFP) Information and Procedures Guide Manual, which can be found at <http://www.dot.ca.gov/hq/esc/project-development/information-and-procedures-guide/guide.htm>.

The scope of this work shall include but not be limited to construction details for each design shall be prepared on DOS format plan sheets. These standard drawings and standard plans shall be incorporated into the PROJECT Plans where applicable. Each plan sheet shall be signed and stamped by the responsible design engineer who is registered in the State of California. CONSULTANT shall have each design be independently checked by a Professional Engineer registered in the State of California, Environmental Constraint Areas (if required in Environmental Document), and shall submit documentation to the CITY for review.

5. Structural Specification & Estimates

Special Provisions will be prepared for items not covered by the CALTRANS Standard Specifications or Standard Special Provisions (SSP's).

The CONSULTANT shall edit the SSP's and prepare Structure Special Provisions specific to this PROJECT which will be incorporated into the final PS&E. These Structure Special Provisions shall be prepared, signed, and stamped by a Professional Engineer registered in the State of California. The CONSULTANT shall prepare quantity calculations for items which are applicable to this PROJECT and prepare the bridge cost estimate.

All contract items used shall be substantiated by calculations. Quantity calculations shall be neat and orderly and shall show all sketches, diagrams, and dimensions necessary to allow them to be independently used by field inspectors. All quantity calculations shall be independently checked and substantiated with calculations.

The Construction Cost Estimate will be prepared using the latest available CALTRANS cost data, CITY cost data, and actual recent construction costs in the PROJECT area.

6. Independent Check Review and Quality Control

An independent Check review will be conducted as soon as the initial design is completed for the bridge. Checking will include the preparation of an independent set of structural design check-calculations and review of the plans, specifications, and estimate (PS&E).

7. Draft PS&E

The checked Structure Plans will be submitted to the CITY and CALTRANS DOS for review and comments per CALTRANS current standards and requirements. CALTRANS DOS and the CITY will approve the checked details and draft PS&E.

8. Final PS&E

The final PS&E will incorporate all review comments from the CITY, CALTRANS DOS, and other affected agencies. The CONSULTANT will provide all the necessary documents in a "bid-ready" form.

The CONSULTANT shall at minimum deliver the following documents to CITY and CALTRANS:

- 1 set of Mylar final design plans
- 5 sets of full size final design plans, including landscaping 5 sets of half size final design plans, including landscaping
- Digital copy of final plans, including landscaping
- 1 set of final Structure Special Provisions
- 1 copy of final quantity calculations and estimate
- 1 copy of final design calculations
- 1 copy of design check calculations 1 Mylar and 2 full size plans of the Bridge
- 2 Resident Engineer's Files (Structures information)
- 2 copies of environmental constraints (if required by Environmental Document)

The responsible CONSULTANT/Engineer shall sign all Plans, Specifications, and Estimates (PS&E) and engineering data furnished by him/her, and where appropriate, indicate his/her California registration number.

K. ROADWAY

The title sheet for specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of the certificate, and signature of the professional engineer responsible for their preparation. All roadway plans shall also use single sheet files. The following is a summary listing of drawing types and calculations that will be prepared as part of the roadway PS&E:

1. Basic Roadway Plans

- Tide sheet and location map
- Typical sections
- Stand plans list
- Key map and line index
- Layouts
- Profiles with super-elevation diagrams
- Construction details and construction notes
- Summary of quantities
- Contour grading
- Gridded Intersection Plans with elevation for intersections throughout the PROJECT limits in order to facilitate grading/paving.

2. Calculations

The following calculations will be provided:

- Geometric traverse and right-of-way (ROW)
- Template notes and slope staking notes
- Profile
- Grid grades
- Earthwork quantities
- Other quantities

3. Drainage Plans

CONSULTANT shall perform hydrology and hydraulic studies to obtain and provide design solutions which will remove surface runoff from the upstream side of the highway to downstream side. Studies and design shall be performed in accordance with current CALTRANS Standards and requirements.

The following list of drawing types shall be included, but not limited to:

- Drainage layouts
- Drainage profiles
- Drainage details
- Drainage summary

4. Traffic Plans

The following list of drawing types shall be included, but not limited to:

- Signing

- Detour layout plans
- Pavement delineation plans
- Stage construction and traffic handling plan
- Electrical
- Construction area sign details
- Signal and signal details
- Traffic summary

5. Miscellaneous Plans

- Fencing
- Miscellaneous
- Safety barriers
- Sound wall and/or retaining wall
- NPDES erosion control plans
- Utility relocation
- Landscaping and Irrigation plans
- Structure plans
- Right of way requirements
- Construction Phasing and Detour
- Temporary Water Pollution Control Plan(if requested)

6. Intermediate Reviews

Roadway, drainage, traffic, and miscellaneous plans shall be submitted for review to the CITY and CALTRANS at the 35%, 65%, 95% and 100% complete stage. Also, the CONSULTANT shall submit the plans to CALTRANS in accordance with CALTRANS policy.

7. Specifications and Estimate

Specifications and special provisions will be prepared for items not covered by the CALTRANS Standard Specifications or Standard Special Provisions, and shall be in conformance with CALTRANS current standards and requirements

The Roadway Construction Cost Estimate will be prepared using the latest available CALTRANS cost data, CITY cost data, and actual recent construction costs in the PROJECT area.

8. Quality Control

The Plans, Specifications, and Estimate (PS&E) will be subject to quality control reviews before submittal. These reviews will assure conformance to CALTRANS and CITY standards and criteria as well as minimize typographical omissions. CONSULTANT shall submit documentation of the completed QA/QC review.

9. Draft PS&E

The roadway plans, revised to incorporate Quality Control review comments, will be submitted to the CITY and CALTRANS for review and comments. These will include but not limited to:

- All roadway plans
- Special provisions
- Design calculations
- Roadway quantities and estimate
- Specifications
- Roadway cross-sections

10. Final PS&E

The Final PS&E will incorporate all applicable comments from the draft PS&E received from the CITY, RCTC, CALTRANS, and other affected agencies. The CONSULTANT will provide all the necessary Final PS&E documents in a bid-ready form. PROJECT files and the PROJECT Engineer's file will also be submitted with the Final PS&E. The entire PROJECT will be submitted in digital format upon final approval of the PS&E.

The responsible CONSULTANT/Engineer shall sign all Plans, Specifications, and Estimates (PS&E) and engineering data furnished by him/her, and where appropriate, indicate his/her California registration number.

L. INDEPENDENT CONSTRUCTABILITY REVIEW

The CONSULTANT shall retain an independent CONSULTANT for constructability review of the full 95% PS&E package to ensure that the design can be constructed by a reasonable contractor. The reviewer shall comment on the following, but not be limited to these items of concern: Ingress/egress to work area, construction phasing, coordination between the plans and specifications, cost estimate items (to reflect current costs and required work), field review (to ensure existing conditions are addressed in design documents). Review comments shall be simultaneously distributed to the CITY and the CONSULTANT. A matrix of all comments and responses to those comments shall be prepared for CITY review and approval.

M. CONSTRUCTION SCHEDULE

Provide a minimally detailed construction Critical Path Method (CPM) schedule to support the calculation of the number of Working Days for the PROJECT construction.

N. ENVIRONMENTAL AND WATER QUALITY COMPLIANCE

The CONSULTANT shall review the approved environmental documents and become familiar with their requirements. The CONSULTANT shall observe all laws, rules, and regulations concerning environmental permitting.

The CONSULTANT shall provide a signed check-off list certifying that all mitigation measures have been incorporated into the PS&E prior to PROJECT completion.

Compliance with National Pollutant Discharge Elimination System (NPDES) MS4 Permit and Caltrans' NPDES Permit with the State - The CONSULTANT shall comply and implement the latest requirements of the NPDES MS4 permit including, but not limited to, incorporating in the PROJECT design the USEPA guidance, "Managing Wet Weather with Green Infrastructure; Green Streets," in a manner consistent with the maximum extent practicable standard, and preparing a PROJECT Water Quality Management Plan (WQMP). A WQMP template will be provided by the CITY. The construction documents shall require the construction Contractor engage a licensed engineer to prepare a Storm Water Pollution Prevention Plan (SWPPP) for this PROJECT that covers all items within the scope of work. CONSULTANT shall provide base PROJECT data for SWPPP preparation (areas, slopes, etc.). This work includes documentation and incorporation of environmental requirements and mitigation measures, NPDES, temporary and permanent BMPs, air/water quality, nesting birds/endangered species, erosion/sediment control) into the PROJECT construction documents.

O. CONSTRUCTION BIDDING SUPPORT (Optional)

Bidding procedures will be the responsibility of CITY. While the PROJECT is being advertised for bids, all questions concerning the intent shall be referred to CITY for resolution. In the event that the items requiring interpretation in the drawings or specifications are discovered during the bidding period, said items shall be analyzed by the CONSULTANT for decision by CITY as to the proper procedure required. Corrective action taken will either be in the form of an addendum prepared by the CONSULTANT and issued by CITY or by covering change order after the award of the construction contract.

P. CONSTRUCTION SUPPORT (Optional)

CONSULTANT shall attend the pre-construction meeting with the successful construction contractor upon notification by the CITY. Upon award of the construction contract, CONSULTANT will proceed with the Construction Support Phase services required by this contract.

During construction, the CONSULTANT shall furnish all necessary additional drawings for correcting and change orders required by errors and omissions of CONSULTANT. Such drawings will be requested in writing from the CONSULTANT by the CALTRANS and shall be at no additional cost to the CITY. The original tracing(s) of the drawings

and contract wording for change orders shall be submitted to the CITY for duplication and distribution.

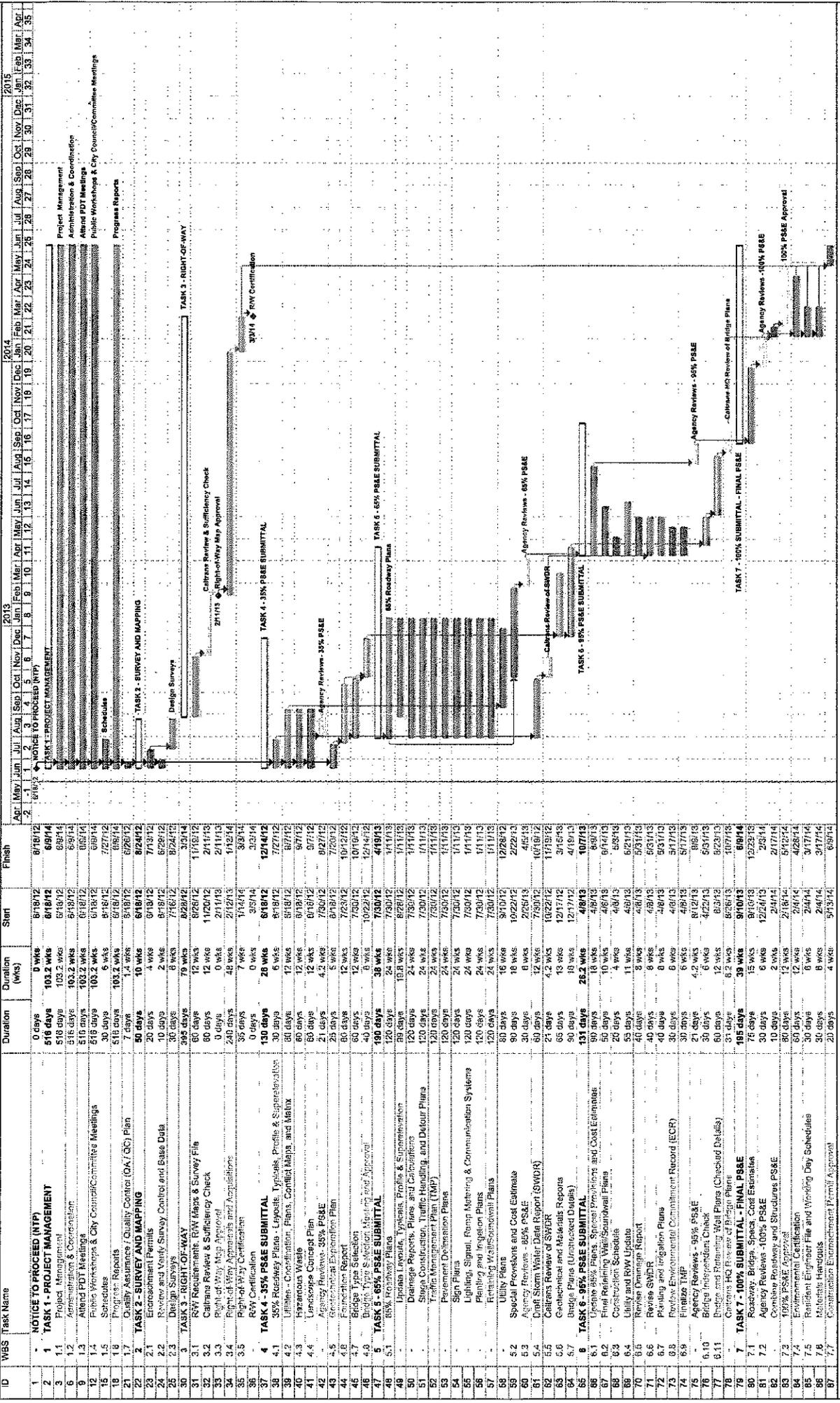
CONSULTANT shall review shop drawings submitted by the construction contractor (Falswork review are not included). CONSULTANT shall complete shop plan reviews within two weeks of receipt. Contract change order reviews shall be completed within 2 working days of receipt.

CONSULTANT shall be available to visit to the jobsite for on-site review of construction and other visits to the jobsite as requested by the CITY or CALTRANS to resolve any discrepancies in the contract documents. CONSULTANT shall bring to the attention of the CALTRANS Resident Engineer any defects or deficiencies in the work by the construction contractor which the CONSULTANT may observe. CONSULTANT shall have no authority to issue instructions on behalf of the CITY or to deputize another to do so. All agreements shall be between the CITY and its construction contractor. These provisions shall not be construed as making the CONSULTANT responsible for failure of the construction contractor to carry out the work in accordance with the contract documents nor the construction means or methods or techniques, sequences, procedures or safety programs in connection with the work.

CONSULTANT shall prepare and deliver to the CITY and CALTRANS the "As-Built" plans within two months of completion of structure construction.

EXHIBIT "B"
SCHEDULE OF SERVICES

I-15 / CAJALCO RD INTERCHANGE PS&E PROJECT SCHEDULE (MAY 2012)



ID	WBS Task Name	Duration (wks)	Start	Finish
1	NOTICE TO PROCEED (NTP)	0 days	8/18/12	8/18/12
2	TASK 1 - PROJECT MANAGEMENT	516 days	8/18/12	6/9/14
3	Project Management	516 days	8/18/12	6/9/14
4	Administration & Coordination	516 days	8/18/12	6/9/14
5	Attend PDT Meetings	516 days	8/18/12	6/9/14
6	Public Workshops & City Council/Committee Meetings	516 days	8/18/12	6/9/14
7	Schedules	516 days	8/18/12	6/9/14
8	Progress Reports	516 days	8/18/12	6/9/14
9	Quality Assurance / Quality Control (QA/QC) Plan	516 days	8/18/12	6/9/14
10	TASK 2 - SURVEY AND MAPPING	50 days	8/18/12	8/24/12
11	Encroachment Permits	20 days	8/18/12	7/19/12
12	Review and Verify Survey Control and Base Data	10 days	8/18/12	8/29/12
13	Design Surveys	30 days	8/18/12	8/24/12
14	TASK 3 - RIGHT-OF-WAY	395 days	8/18/12	3/14/14
15	ROW Requirements, ROW Maps & Survey File	60 days	8/28/12	1/18/13
16	Caltrans Review & Sufficiency Check	80 days	11/20/12	2/11/13
17	Right-of-Way Map Approval	30 days	2/11/13	2/11/13
18	Right-of-Way Acquisitions	230 days	2/11/13	1/18/14
19	Right-of-Way Confirmation	35 days	1/14/14	2/18/14
20	Right-of-Way Confirmation	0 days	2/18/14	2/18/14
21	TASK 4 - 35% PS&E SUBMITTAL	130 days	8/18/12	12/14/12
22	35% Roadway Plans - Layouts, Typicals, Profiles & Specifications	30 days	8/18/12	7/27/12
23	Utilities - Coordination, Plans, Conflict Maps, and Matrix	30 days	8/18/12	8/17/12
24	Paradeous Waste	12 days	8/18/12	8/17/12
25	Landscape Concept Plan	60 days	8/18/12	9/7/12
26	Agency Review - 35% PS&E	21 days	8/18/12	8/27/12
27	Final Review Report	25 days	8/18/12	9/12/12
28	Bridge Type Selection	60 days	7/30/12	10/19/12
29	Design Type Selection Meeting Approval	40 days	6/26/12	12/14/12
30	TASK 5 - 65% PS&E SUBMITTAL	190 days	7/30/12	4/19/13
31	65% Roadway Plans	20 days	7/30/12	1/11/13
32	Utilities, Typicals, Profiles & Specifications	120 days	7/30/12	1/11/13
33	Drainage Reports, Plans, and Calculations	30 days	7/30/12	1/11/13
34	Signs Construction, Traffic Handling, and Detour Plans	24 days	7/30/12	1/11/13
35	Traffic Management Plan (TMP)	24 days	7/30/12	1/11/13
36	Pavement Designation Plans	24 days	7/30/12	1/11/13
37	Sign Plans	24 days	7/30/12	1/11/13
38	Lighting, Signal, Ramp Metering & Communication Systems	120 days	7/30/12	1/11/13
39	Planning and Injection Plans	24 days	7/30/12	1/11/13
40	Retaining Walls/Overwall Plans	120 days	7/30/12	1/11/13
41	Utility Plans	80 days	8/15/12	12/28/12
42	Special Provisions and Cost Estimate	90 days	8/15/12	2/22/13
43	Agency Review - 65% PS&E	8 days	2/25/13	4/4/13
44	Draft Storm Water Data Report (SWDR)	30 days	7/30/12	10/16/12
45	Caltrans Review of SWDR	21 days	10/22/12	11/12/12
46	Geotechnical and Materials Reports	65 days	13/6/12	3/15/13
47	Bridge Plans (Unstacked Details)	90 days	12/17/12	4/19/13
48	TASK 6 - 95% PS&E SUBMITTAL	131 days	4/8/13	10/7/13
49	Update 95% Plans, Special Provisions and Cost Estimate	90 days	4/8/13	8/9/13
50	Final Refining Work/Scour/soil Plans	50 days	4/8/13	6/14/13
51	Construction Schedule	20 days	4/8/13	5/28/13
52	Utility and RW Update	55 days	4/8/13	6/21/13
53	Revision Omnibus Report	40 days	4/8/13	5/31/13
54	Agency Review - 95% PS&E	30 days	4/8/13	5/17/13
55	Planing and Injection Plans	40 days	4/8/13	5/17/13
56	Review Environmental Commitment Record (ECR)	30 days	4/8/13	5/17/13
57	Finalize TMP	30 days	4/8/13	5/17/13
58	Agency Review - 95% PS&E	21 days	4/8/13	5/9/13
59	Bridge and Retaining Wall Plans (Checked Details)	30 days	4/22/13	5/31/13
60	Agency Review - 95% PS&E	30 days	4/22/13	5/31/13
61	Bridge and Retaining Wall Plans	31 days	6/3/13	6/23/13
62	Caltrans HQ Review of Bridge Plans	15 days	6/3/13	6/18/13
63	TASK 7 - 100% PS&E SUBMITTAL - FINAL PS&E	185 days	8/10/13	6/9/14
64	Roadway, Bridge, Spacing, Cost Estimate	75 days	8/10/13	10/23/13
65	Agency Review - 100% PS&E	30 days	6/9/14	2/3/14
66	Constant Roadway and Structures PS&E	10 days	2/4/14	2/17/14
67	100% PS&E Approval	80 days	2/18/14	5/10/14
68	Environmental Certification	12 days	2/4/14	4/28/14
69	Resident Engineer File and Winding Day Schedules	30 days	2/4/14	3/17/14
70	Materials Handouts	30 days	2/4/14	3/17/14
71	Construction Encroachment Permit Approval	20 days	4/4/14	6/9/14

Project ID	Summary	Roadway Task	Structure Task	Agency Review	Milestones
1	NOTICE TO PROCEED (NTP)				8/18/12
2	TASK 1 - PROJECT MANAGEMENT				6/9/14
3	TASK 2 - SURVEY AND MAPPING				8/24/12
4	TASK 3 - RIGHT-OF-WAY				3/14/14
5	TASK 4 - 35% PS&E SUBMITTAL				12/14/12
6	TASK 5 - 65% PS&E SUBMITTAL				4/19/13
7	TASK 6 - 95% PS&E SUBMITTAL				10/7/13
8	TASK 7 - 100% PS&E SUBMITTAL - FINAL PS&E				6/9/14

EXHIBIT "C"
CONSULTANT'S COST PROPOSAL

I-15/CAJALCO ROAD INTERCHANGE COST PROPOSAL

Contract No. 2010400911
 Consultant Jacobs

Date 5/8/12

DIRECT LABOR:

Classification	Name	Range	Hours	Initial Hourly Rate	Total
Project Manager	C.Chen	\$105.73	1,200	@ \$105.73	\$ 126,880.68
Project Admin	B.Balliet	\$36.79	488	@ \$36.79	\$ 17,952.93
Roadway Design Lead	G. Jeffers	\$57.42	2,756	@ \$57.42	\$ 158,258.89
Senior Highway Engineer	Composite*	\$63.46	1,760	@ \$63.46	\$ 111,688.84
Highway Engineer	Composite*	\$38.38	3,272	\$38.38	\$ 125,585.03
Project Controls	S. Barras	\$54.47	208	\$54.47	\$ 11,329.20
Construction Planning Lead	G. Tomasetti	\$76.54	320	\$76.54	\$ 24,493.57
Structure Lead	A. Moubayed	\$91.69	337	\$91.69	\$ 30,900.84
QA/QC	S. Xie	\$74.52	438	\$74.52	\$ 32,639.45
Senior Engineer	Composite*	\$67.31	408	\$67.31	\$ 27,461.56
Project Engineer	J. Lee	\$54.90	1,398	\$54.90	\$ 76,748.10
CAD	I. Karkoutli	\$47.97	1,594	\$47.97	\$ 76,467.85

Subtotal Direct Labor Costs \$ 820,406.95
 Anticipated Salary Increases \$ 22,561.19
Total Direct Labor Costs \$ 842,968.14

Fringe Benefits

Rate	Total
27.11 %	\$ 228,528.66
Total Fringe Benefits	\$ 228,528.66

Indirect Costs

Overhead	25.85 %	\$ 217,907.26
General and Administrative	69.92 %	\$ 589,403.32
Total Indirect Costs		\$ 807,310.59

FEE (Profit)

\$ 182,852.30

OTHER COSTS

Travel Costs	\$ 2,344.00
Equipment and Supplies (Itemize)	\$ 0.00
Other Direct Costs (Itemize)	\$ 41,600.00
Total Other Costs	\$ 43,944.00

Subcontractor Costs (attach detailed cost estimate for each subcontractor) \$ 1,707,788.57

TOTAL COST \$ 3,813,392.26

City of Corona
I-15/Cajalco Road Interchange Cost Proposal

Discipline	Firm	Total
Roadway	Jacobs	\$ 1,456,575.39
Structures	Jacobs/WKE	\$ 745,494.09
Landscape	DEA	\$ 242,766.50
Survey/ROW Engineering	DEA	\$ 149,487.22
ROW Appraisal/Acquisition	Overland, Pacific & Cutler, Inc.	\$ 121,166.01
Environmental	LSA	\$ 133,383.00
Geotechnical	EMI (UDBE)	\$ 297,636.52
Traffic	LIN (UDBE)	\$ 145,657.32
Drainage	Civil Works (UDBE)	\$ 300,739.70
Constructability Review	Falcon Engineering (UDBE)	\$ 55,088.00
Public Outreach	Arellano Associates (UDBE)	\$ 75,947.46

Project Total Labor	\$	3,489,442.21
Project Total ODCs	\$	236,714.00
Escalation at 2.5%	\$	<u>87,236.06</u>
Project Total	\$	3,813,392.26

City of Corona
I-15/Cajalco Road Interchange Cost Proposal

Discipline	Position	Staff	Firm	Raw Rate	OH	Fee	Bill Rate	Total	
								Hours	Total Revenue
Roadway	Project Manager	Chao Chen	Jacobs	\$ 105.73	122.88%	10%	\$ 259.23	1200	\$ 311,070.83
	Project Admin	Barbara Ballet	Jacobs	\$ 36.79	122.88%	10%	\$ 90.19	488	\$ 44,014.85
	Roadway Design Lead	Georgia Jeffers	Jacobs	\$ 57.42	122.88%	10%	\$ 140.78	2756	\$ 388,000.16
	Senior Highway Engineer	Composite*	Jacobs	\$ 63.46	122.88%	10%	\$ 155.58	1760	\$ 273,825.29
	Highway Engineer	Composite*	Jacobs	\$ 38.38	122.88%	10%	\$ 94.10	3272	\$ 307,894.31
	Project Controls	Stephanie Barras	Jacobs	\$ 54.47	122.88%	10%	\$ 133.54	208	\$ 27,775.57
	Construction Planning Lead	Gary Tomasetti	Jacobs	\$ 76.54	122.88%	10%	\$ 187.66	320	\$ 60,950.39
Drainage	Project Manager		Civil Works				\$ 186.19	390	\$ 72,814.10
	Drainage Engineer		Civil Works				\$ 126.50	1500	\$ 189,750.00
	Cadd Technician		Civil Works				\$ 86.49	360	\$ 31,136.40
	Project Admin		Civil Works				\$ 61.96	20	\$ 1,239.20
Traffic	Task Manager		LIN				\$ 176.90	258	\$ 45,640.20
	Project Engineer		LIN				\$ 110.16	882	\$ 97,161.12
Landscape	Senior Landscape Architect	Kim S Rhodes, LA	DEA (Landscape)	\$ 60.00	177.42%	10%	\$ 183.10	40	\$ 7,323.89
	Senior Landscape Architect	Chris Giannini, LA	DEA (Landscape)	\$ 56.00	177.42%	10%	\$ 170.89	40	\$ 6,835.63
	Senior Landscape Architect	Jim Brands, LA	DEA (Landscape)	\$ 50.00	177.42%	10%	\$ 152.58	390	\$ 59,506.59
	Landscape Architect	Almabeth Anderson, LA	DEA (Landscape)	\$ 40.00	177.42%	10%	\$ 122.06	605	\$ 73,849.20
	Landscape Architect	Jon Oen, CID	DEA (Landscape)	\$ 36.00	177.42%	10%	\$ 109.86	400	\$ 43,943.33
	Landscape Designer								
	Landscape CADD	Danny Wang	DEA (Landscape)	\$ 29.00	177.42%	10%	\$ 88.50	253	\$ 22,389.74
	Landscape CADD	Angie Jun	DEA (Landscape)	\$ 27.00	177.42%	10%	\$ 82.39	300	\$ 24,718.12
Structures	Structure Lead	Alaedin Moubayed	Jacobs	\$ 91.69	122.88%	10%	\$ 224.80	337	\$ 75,758.98
	QA/QC	Sam Xie	Jacobs	\$ 74.52	122.88%	10%	\$ 182.70	438	\$ 80,021.50
	Senior Engineer	Composite*	Jacobs	\$ 67.31	122.88%	10%	\$ 165.02	408	\$ 67,326.96
	Project Engineer	Jeanie Lee	Jacobs	\$ 54.90	122.88%	10%	\$ 134.59	1398	\$ 188,161.79
	Assistant Engineer	Farinaz Jalae	Jacobs	\$ 34.65	122.88%	10%	\$ 84.95	0	\$ -
	CAD	Iyad Karkoull	Jacobs	\$ 47.97	122.88%	10%	\$ 117.61	1594	\$ 187,474.69
	Project Control	Stephanie Barras	Jacobs	\$ 54.47	122.88%	10%	\$ 133.54	0	\$ -
	Project Manager		WKE	\$ 87.00	125.00%	10%	\$ 215.33	0	\$ -
	Senior Engineer		WKE	\$ 69.00	125.00%	10%	\$ 170.78	389	\$ 66,431.48
	Project Engineer		WKE	\$ 50.00	125.00%	10%	\$ 123.75	0	\$ -
	Assistant Engineer		WKE	\$ 32.00	125.00%	10%	\$ 79.20	680	\$ 53,856.00
	CAD		WKE	\$ 33.00	125.00%	10%	\$ 81.68	324	\$ 26,462.70
Geotech	Geotechnical Project Manager		EMI				\$ 212.80	238	\$ 50,846.40
	Principal Geotechnical Engineer		EMI				\$ 171.26	208	\$ 35,622.08
	Senior Geotechnical Engineer		EMI				\$ 149.10	364	\$ 54,272.40
	Senior Geologist		EMI				\$ 145.75	80	\$ 11,660.00
	Senior Field Technician		EMI				\$ 131.47	184	\$ 24,190.48
	Project Geotechnical Engineer		EMI				\$ 116.16	436	\$ 50,645.76
Survey/ROW	Staff Geotechnical Engineer		EMI				\$ 88.62	70	\$ 6,203.40
	Right-Of-Way Lead		OPC	\$ 69.23	165.50%	10%	\$ 202.19	30	\$ 6,065.59
	Right-Of-Way Agent		OPC	\$ 45.67	165.50%	10%	\$ 133.38	75	\$ 10,003.44
	Right-Of-Way Agent		OPC	\$ 38.06	165.50%	10%	\$ 105.31	512	\$ 53,920.37
	Right-Of-Way Agent		OPC	\$ 20.43	165.50%	10%	\$ 58.67	70	\$ 4,176.61
	Survey Task Leader		DEA (Survey)	\$ 62.50	177.42%	10%	\$ 190.73	32	\$ 6,103.24
	QA/QC Surveyor		DEA (Survey)	\$ 57.00	177.42%	10%	\$ 173.94	52	\$ 9,045.00
	Senior Survey Analyst		DEA (Survey)	\$ 47.00	177.42%	10%	\$ 143.43	224	\$ 32,127.46
	HDS Survey Analyst		DEA (Survey)	\$ 44.00	177.42%	10%	\$ 134.27	40	\$ 5,370.88
	Survey Analyst		DEA (Survey)	\$ 41.50	177.42%	10%	\$ 126.64	240	\$ 30,394.14
	2-Man Field Crew**		DEA (Survey)	\$ 85.44	177.42%	10%	\$ 260.73	228	\$ 59,446.53
Environmental	Project Principal		LSA				\$ 250.00	38	\$ 9,500.00
	Project Manager		LSA				\$ 110.00	198	\$ 21,780.00
	Principal		LSA				\$ 195.00	14	\$ 2,730.00
	Senior Professional		LSA				\$ 160.00	319	\$ 51,040.00
	GIS		LSA				\$ 115.00	18	\$ 2,070.00
	Graphics		LSA				\$ 135.00	4	\$ 540.00
	Word Processing		LSA				\$ 85.00	14	\$ 1,190.00
Const Rev	Clerical		LSA				\$ 60.00	3	\$ 180.00
	Falcon		Falcon	\$ 83.96	133.00%	10%	\$ 215.19	256	\$ 65,068.00
Outreach	Public Outreach Lead	Cheryl Donahue	Arellano	\$ 90.00	71.13%	10%	\$ 169.42	172	\$ 29,140.24
	Public Outreach Associate	Elsa Argomaniz	Arellano	\$ 61.00	71.13%	10%	\$ 114.83	206	\$ 23,654.98
	Public Outreach Support	Katie Burnside	Arellano	\$ 18.00	71.13%	10%	\$ 33.88	248	\$ 8,402.24

** A 2-Man Field Crew consists of a PLS Party Chief (\$45.86) and an Instrumentman (\$39.61) for a total Crew Direct Rate of \$85.44. This classification also meets current prevailing wage.

Total Labor Revenue \$ 3,489,442.21
Escalation \$ 87,236.06

City of Corona
I-15/Cajalco Road Interchange Cost Proposal

Discipline	Position	Staff	Firm	Raw Rate	OH	Fee	Bill Rate	Total Hours	Total Revenue
ODCs									
									\$ 43,944.00
									\$ 6,000.00
									\$ 2,856.00
									\$ 4,200.00
									\$ 2,215.00
									\$ 64,396.00
									\$ 7,000.00
									\$ 47,000.00
									\$ 44,363.00
									\$ -
									\$ 14,750.00

Total ODCs \$ 236,714.00

Project Total \$ 3,813,392.26

Composite Rate Calculation

Roadway	Senior Highway Engineer	Frank Lara	Jacobs	\$ 70.59	122.86%	10%	\$ 164.38
	Senior Highway Engineer	Tricia Walbaum	Jacobs	\$ 63.63	122.88%	10%	\$ 148.18
	Senior Highway Engineer	Richard Yu	Jacobs	\$ 56.16	122.88%	10%	\$ 130.79
	Highway Engineer	Brian Kirk	Jacobs	\$ 42.60	122.88%	10%	\$ 99.20
	Highway Engineer	David Garcia	Jacobs	\$ 38.07	122.88%	10%	\$ 88.65
	Highway Engineer	Johnny Liu	Jacobs	\$ 34.48	122.88%	10%	\$ 80.30
	Structures	Senior Engineer	Sam Xie	Jacobs	\$ 74.52	122.88%	10%
Senior Engineer		Khaled Attam	Jacobs	\$ 60.10	122.88%	10%	\$ 147.34

Total Subconsultants \$ 1,758,072.95

EXHIBIT "D"
FEDERAL REQUIREMENTS



EXHIBIT D-1

CERTIFICATION OF CONSULTANT

Caltrans Exhibit 10-F

I HEREBY CERTIFY that I am the Vice President and duly authorized representative of the firm of Jacobs Engineering Group Inc. whose address is 3161 Michelson Drive, Suite 500, Irvine CA 92612, and that, except as hereby

expressly stated, neither I nor the above firm that I represent have:

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

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

10/20/11
Date

J. SE Puentes
Signature



EXHIBIT D-2

UDBE INFORMATION - GOOD FAITH EFFORTS

Caltrans Exhibit 15-H

Federal-aid Project No. _____ Bid Opening Date _____

The City of Corona established an Underutilized Disadvantaged Business Enterprise (UDBE) goal of 15.57 % for this project. The information provided herein shows that good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the "Local Agency Bidder UDBE Commitment" form indicates that the bidder has met the UDBE goal. This will protect the bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a UDBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the "Local Agency Bidder UDBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled "Submission of UDBE Commitment" of the Special Provisions:

- A. The names and dates of each publication in which a request for UDBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement
<u>No advertisements made. Instead, made direct contact with UDBE firms listed on Unified Certification Program Database.</u>	

- B. The names and dates of written notices sent to certified UDBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the UDBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of UDBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates
Arellano Associates	10/4/11	telephone 10/6/11
Civil Works Engineers	10/5/11	email 10/6/11
Falcon Engineering Services	10/13/11	email 10/14/11
Earth Mechanics, Inc.	10/3/11	email 10/20/11
LIN Consulting, Inc.	10/3/11	email 10/11/11

- C. The items of work which the bidder made available to UDBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate UDBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate UDBE participation was made available to UDBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percent of Contract
Public Outreach	N	Per Scope of Work	\$90,697.46	2%
Drainage	Y	Per Scope of Work	\$306,739.70	7.9%
Foundation (Geotech)	N	Per Scope of Work	\$362,032.52	7.8%
Constructability	Y	Per Scope of Work	\$55,088.00	1.4%
Traffic/Electrical	N	Per Scope of Work	\$148,513.32	3.8%

- D. The names, addresses and phone numbers of rejected UDBE firms, the reasons for the bidder's rejection of the UDBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each UDBE if the selected firm is not a UDBE:

Names, addresses and phone numbers of rejected UDBEs and the reasons for the bidder's rejection of the UDBEs:

None

Names, addresses and phone numbers of firms selected for the work above:

Not Applicable

- E. Efforts made to assist interested UDBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to UDBEs:

None. All were capable of meeting requirements.

- F. Efforts made to assist interested UDBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the UDBE subcontractor purchases or leases from the prime contractor or its affiliate:

None required.

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using UDBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Names of Agency/Organization	Method/Date of Contact	Results
None.		

H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.



EXHIBIT D-3

**NON-LOBBYING CERTIFICATION FOR
FEDERAL-AID CONTRACTS**

Caltrans Exhibit 10-P

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

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

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

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

Signature: 
Printed Name: John Steven Paquette
Title: Vice President
Phone Number: 510 457 2436



EXHIBIT D-5

DEBARMENT AND SUSPENSION CERTIFICATE

Caltrans Exhibit 12E, Attachment E

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

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

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

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

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

Signature: _____

Printed Name: John Steven Paquette

Title: Vice President

Phone Number: 510 457 2436



EXHIBIT D-6
LOCAL AGENCY
PROPOSER UDBE COMMITMENT (Consultant Contract)
 Caltrans Exhibit 10-01

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

LOCAL AGENCY: City of Corona LOCATION: Corona, CA

PROJECT DESCRIPTION: Cajalco/I-15 Interchange Improvement Project

PROPOSAL DATE: November 1, 2012

PROPOSER'S NAME: Jacobs Engineering Group Inc.

CONTRACT UDBE GOAL (%): 15.57%

WORK ITEM NO.	DESCRIPTION OR SERVICES TO BE SUBCONTRACTED (or contracted if the proposer is a UDBE)	UDBE CERT NO. AND EXPIRATION DATE	NAME OF EACH UDBE (Must be certified at the time proposals are due - include UDBE address and phone number)	PERCENT PARTICIPATION OF EACH UDBE
1	Public Outreach	33645 08/06/2013	Arellano Associates	2%
2	Drainage	35719 05/22/2014	Civil Works Engineering, Inc.	7.5%
3	Foundation (Geotech)	6956 12/19/2013	Earth Mechanics, Inc.	8%
4	Constructability	39342 02/13/2013	Falcon Engineering Services Inc.	1%
5	Traffic/Electrical Design	28897 06/30/2013	LIN Consulting, Inc.	4%
			(See addresses and phone numbers on supplemental sheet)	

For Local Agency to Complete:

Local Agency Proposal Number: _____

Federal-Aid Project Number: _____

Federal Share: _____

Proposal Date: _____

Local Agency certifies that the UDBE certifications have been verified and all information is complete and accurate/unless noted otherwise.

Print Name _____ Signature _____ Date _____
 Local Agency Representative

(Area Code) Telephone Number: _____

Total Claimed UDBE Commitment 22.5 %

John Steven Paquette
 Signature of Proposer

10/20/11 (510) 457-2436
 Date (Area Code) Tel. No.

John Steven Paquette
 Person to Contact (Please Type or Print)

Local Agency Proposer UDBE Commitment (Consultant Contracts)
 (Rev 6/27/09)

Distribution: (1) Original - Local agency files

Local Agency: City of Corona

Project Description: Cajalco/I-15 Interchange Improvement Project

Exhibit D-6 Supplemental Information
Name, Address, and Phone for UDBE Firms

Proposer's Name: Jacobs Engineering Group Inc.

Names, Address, and Phone Numbers of UDBE Subcontractors:

1. Arellano Associates
13791 Rosewell Ave., Suite A
Chino, CA 91710
(909) 627-2974
2. Civil Works Engineers, Inc.
3151 Airway Ave., Suite T-1
Costa Mesa, CA 92626
(714) 966-9060
3. Earth Mechanics, Inc.
17800 Newhope Street, Suite B
Fountain Valley, CA 92708
(714) 751-3826
4. Falcon Engineering Services Inc.
1020 Aquino Circle
Corona, CA 92879
(951) 768-9419
5. LIN Consulting, Inc.
21660 E. Copley Dr. #270
Diamond Bar, CA 91765
(909) 396-6850

**INSTRUCTIONS – LOCAL AGENCY PROPOSER UDBE COMMITMENT
(CONSULTANT CONTRACTS)**

ALL PROPOSERS:

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

A “UDBE” is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups: African Americans, Native Americans, Asian-Pacific Americans, or Women.

The form requires specific information regarding the consultant contract: Local Agency, Location, Project Description, Proposal Date, Proposer’s Name, and Contract UDBE Goal.

The form has a column for the Work Item Number and Description or Services to be subcontracted to UDBEs (or performed if the proposer is a UDBE). The UDBE prime contractors shall indicate all work to be performed by UDBEs including work to be performed by its own forces, if a UDBE. The UDBE shall provide a certification number to the Consultant and notify the Consultant in writing with the date of decertification if their status should change during the course of the contract. Enter UDBE prime consultant and sub-consultant certification numbers. The form has a column for the Names of certified UDBEs to perform the work (must be certified on the date proposals are due and include UDBE address and phone number).

There is a column for the percent participation of each UDBE. Enter the Total Claimed UDBE Participation percentage of items of work submitted with proposal pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the UDBE, describe exact portion of time to be performed or furnished by the UDBE.) See “Notice to Proposers Disadvantaged Business Enterprise Information,” (Caltrans Exhibit 10-I) to determine how to count the participation of UDBE firms. **Note:** If the proposer has not met the contract goal, the local agency must evaluate the proposer’s good faith efforts to meet the goal in order to be considered for award of the contract.

Exhibit D-6 (Caltrans Exhibit 10-O1) must be signed and dated by the consultant submitting the proposal. Also list a phone number in the space provided and print the name of the person to contact.

For the Successful Proposer only, local agencies should complete the Proposal Number, Federal- aid Project Number, Federal Share, and Proposal Date fields and verify that all information is complete and accurate before filing.

Local Agency: City of Corona

Project Description: Cajalco/I-15 Interchange Improvement Project

Exhibit D-7 Supplemental Information
Name, Address, and Phone for DBE Firms

Proposer's Name: Jacobs Engineering Group Inc.

Names, Address, and Phone Numbers of DBE Subcontractors:

1. Arellano Associates
13791 Rosewell Ave., Suite A
Chino, CA 91710
(909) 627-2974
2. Civil Works Engineers, Inc.
3151 Airway Ave., Suite T-1
Costa Mesa, CA 92626
(714) 966-9060
3. Earth Mechanics, Inc.
17800 Newhope Street, Suite B
Fountain Valley, CA 92708
(714) 751-3826
4. Falcon Engineering Services Inc.
1020 Aquino Circle
Corona, CA 92879
(951) 768-9419
5. LIN Consulting, Inc.
21660 E. Copley Dr. #270
Diamond Bar, CA 91765
(909) 396-6850

Distribution:(1) Copy - Fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 15 days after contract execution.

Failure to send a copy to the DLAE within 15 days after contract execution may result in deobligation of funds for this project.

(2) Original - Local agency files

**INSTRUCTIONS - LOCAL AGENCY PROPOSER DBE INFORMATION
(CONSULTANT CONTRACTS)**

SUCCESSFUL PROPOSER:

The form requires specific information regarding the consultant or other contract: Local Agency, Location, Project Description, Total Contract Amount, Proposal Date, and successful Proposer's Name.

The form has a column for the Work Item Number and Description or Services to be sub-contracted to DBEs. The prime consultant shall indicate all work to be performed by DBEs including, if the prime consultant is a DBE, work performed by its own forces, if a DBE. The DBE shall provide a certification number to the prime consultant. Enter DBE prime consultant's and sub-consultant's certification number. The form has a column for the Names of DBE certified contractors to perform the work (must be certified on or before the proposals are due and include DBE address and phone number).

Enter the Total Claimed DBE Participation dollar amount of items of work in the total DBE Dollar Amount column. (If 100% of item is not to be performed by the DBE, describe exact portion of time to be performed by the DBE.) See "Notice to Proposers Disadvantaged Business Enterprise Information," (Caltrans Exhibit 10-I) to determine how to count the participation of DBE firms.

Exhibit D-7 (Caltrans Exhibit 10-O2) must be signed and dated by the successful proposer at contract execution. Also list a phone number in the space provided and print the name of the person to contact.

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

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

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

The form requires specific information regarding the construction project: Contract Number, County, Route, Post Miles, Federal-aid Project No., the Administering Agency, the Contract Completion Date and the Estimated Contract Amount. It requires the prime contractor name and business address. The focus of the form is to describe who did what by contract item number and descriptions, asking for specific dollar values of item work completed broken down by subcontractors who performed the work both DBE and non-DBE work forces. DBE prime contractors are required to show the date of work performed by their own forces along with the corresponding dollar value of work.

The form has a column to enter the Contract Item No. (or Item No's) and description of work performed or materials provided, as well as a column for the subcontractor name and business address. For those firms who are DBE, there is a column to enter their DBE Certification Number. The DBE should provide their certification number to the contractor and notify the contractor in writing with the date of the decertification if their status should change during the course of the project.

The form has six columns for the dollar value to be entered for the item work performed by the subcontractor.

The Non-DBE column is used to enter the dollar value of work performed for firms who are not certified DBE.

The decision of which column to be used for entering the DBE dollar value is based on what program(s) status the firm is certified. This program status is determined by the California Unified Certification Program by ethnicity, gender, ownership, and control issues at time of certification. To confirm the certification status and program status, access the Department of Transportation Civil Rights web site at: <http://www.dot.ca.gov/hq/bep> or by calling (916) 324-1700 or the toll free number at (888) 810-6346.

Based on this DBE Program status, the following table depicts which column to be used:

DBE Program Status	Column to be used
If program status shows DBE only with no other programs listed	DBE
If program status shows DBE, Black American	BA UDBE
If program status shows DBE, Asian-Pacific Islander	APA UDBE
If program status shows DBE, Native American	NA UDBE
If program status shows DBE, Woman	W UDBE

If a contractor performing work as a DBE on the project becomes decertified and still performs work after their decertification date, enter the total dollar value performed by this contractor under the appropriate DBE identification column.

If a contractor performing work as a non-DBE on the project becomes certified as a DBE, enter the dollar value of all work performed after certification as a DBE under the appropriate identification column.

Enter the total of each of the six columns in Form CEM-2402(F).

Any changes to DBE certification must also be submitted on Form-CEM 2403(F).

Enter the Date Work Completed as well as the Date of Final Payment (the date when the prime contractor made the "final payment" to the subcontractor for the portion of work listed as being completed).

The contractor and the resident engineer sign and date the form indicating that the information provided is complete and correct.



EXHIBIT D-9

CERTIFICATION OF LOCAL AGENCY

Caltrans Exhibit 10-G

I HEREBY CERTIFY that I am the _____ of the City of Corona and that the consulting firm of _____, or its representative has not been required (except as herein expressly stated), directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this Agreement to:

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

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

(Date)

(Signature)

Distribution: 1) Local Agency Project File (original & Contract)
2) DLAE (copy)