



STAFF REPORT

DATE: OCTOBER 2, 2012
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ROD FOSTER, CITY MANAGER *R. Foster*
PREPARED BY: AMER JAKHER P.E., PUBLIC WORKS DIRECTOR *AJ for AJ*
SUBJECT: BRIDGE SEISMIC RETROFIT PROJECT

RECOMMENDED ACTION

It is recommended that the City Council:

1. Approve Resolution No. R-63-12 amending the Fiscal Year 2012/2013 Capital Improvement Program Budget appropriating \$252,313 of Highway Bridge Program (HBP) funding for the Bridge Seismic Retrofit Projects.
2. Approve the award of contract to IDC Consulting Engineers, Inc. for the seismic retrofit design of six (6) bridges in the amount not to exceed \$260,071.

GOAL STATEMENT

The proposed action will support the City's goal to improve infrastructure and safety.

BACKGROUND

The statewide Seismic Safety Retrofit Program was established by emergency legislation (SB 36X) enacted during a legislative session after the October 1989 Loma Prieta Earthquake to provide funding assistance to local agencies for remedying structural seismic design deficiencies of public bridges on local streets and roads in California. All these bridges were screened for risk of collapse during seismic events. The bridges in the City of Colton identified for seismic retrofitting are as follows:

1. Bridge #54C-0077: La Cadena Drive Bridge over Santa Ana River
2. Bridge #54C-0078: BNSF Track Bridge over La Cadena Drive
3. Bridge #54C-0079: Wilson Elementary Pedestrian Bridge over La Cadena Dr.
4. Bridge #54C-0100: Mt Vernon Avenue Bridge over the Santa Ana River
5. Bridge #54C-0101: Mt Vernon Avenue over the UPRR Track
6. Bridge #54C-0375: UPRR Bridge over West "C" Street
7. Bridge #54C-0384: BNSF Bridge over "C" Street
8. Bridge #54C-0599: Colton High School Pedestrian Bridge over Rancho Avenue

In March 2011, the City received Highway Bridge Program (HBP) funding for six of the eight Bridge Retrofit Projects to complete the Preliminary Engineering that includes plans, specifications, estimates and environmental phase. La Cadena Drive Bridge over the Santa Ana River (#4) and Mt. Vernon Avenue Bridge over UPRR Tracks (#5) received funding for replacement and widening separately. The seismic retrofit plans for these bridges are 90% complete but need to be updated to comply with the current California Building Code.

ISSUES/ANALYSIS

In July 17, 2012, the City Council approved the execution of Program Supplement Agreement with Caltrans for completion of Preliminary Engineering for these seismic retrofit projects. The total HBP and local funding for each bridge for the completion of Preliminary Engineering are as follows:

1. Bridge #54C-0078: BNSF Track Bridge over La Cadena Dr.	= \$ 45,000
2. Bridge #54C-0079: Wilson Elem. Pedestrian Bridge over La Cadena Dr.	= \$ 45,000
3. Bridge #54C-0100: Mt Vernon Avenue Bridge over Santa Ana River	= \$ 60,000
4. Bridge #54C-0375: UPRR Bridge over West "C" Street	= \$ 45,000
5. Bridge #54C-0384: BNSF Bridge over "C" Street	= \$ 45,000
6. <u>Bridge #54C-0599: Colton H. S. Pedestrian Bridge over Rancho Avenue</u>	<u>= \$ 45,000</u>
Total HBP Fund = \$ 285,000	

In July 3, 2012, a Request for Proposal (RFP) for the seismic retrofit design of six (6) bridge projects was issued by City staff. Proposals were received from the following engineering consultants by RFP deadline of August 1, 2012 with their estimated cost of service:

1. IDC Consulting Engineers, Inc.	\$ 260,071.00
2. TMAD Taylor Gaines	\$ 267,480.00
3. CNS Engineers, Inc.	\$ 270,071.86
4. Athalye Consulting Engineers, Inc.	\$ 387,515.00
5. Biggs Cardosa Associates, Inc.	\$ 544,361.00

As provided in the RFP, the selection of the consultant was evaluated based on the following: qualifications and similar work experience of staff assigned to this project (15%), the ability to perform in a timely manner (15%), a thorough understanding of the work required in the RFP (20%), completeness of the proposal submitted (10%), and competitiveness of cost proposal (40%). After evaluation by the City staff and consultant, IDC Consulting Engineers, Inc. is the most qualified consultant to complete the design of these bridge projects. IDC is a Disadvantage Business Enterprise (DBE) firm and they have numerous experiences in the seismic retrofit design similar to these projects.

Construction funding in the amount of \$1,331,094 is available for these bridges. This funding is a combination of Federal-Highway Bridge Fund (88.53%) and State-Proposition 1B Funding (11.47%). State of California voters passed Proposition 1B on November 7, 2006, which created a

Local Bridge Seismic Retrofit Account making available an 11.57% match for the Federal-Highway Bridge Fund. Proposition 1B funding can be used for construction only and will serve as local match for the construction phase.

FISCAL IMPACTS

There is \$252,313 HBP available funding for these six (6) bridge project reimbursable through Caltrans upon submittal of an invoice for any qualifying expenses. The Program Supplement Agreement (for six bridge project) was approved by the City Council on July 17, 2012 and executed by Caltrans on August 31, 2012. If approved, Resolution R-63-12 will appropriate the \$252,313 HBP funding to these bridge improvement projects. The local match (11.47%) for these bridge projects are budgeted from Measure I with the following account numbers and corresponding amounts: 450-0635-6970-3890 (\$5,200), 450-0636-6970-3890 (\$5,200), 450-0637-6970-3890 (\$6,882), 450-0639-6970-3890 (\$5,200), 450-0640-6970-3890 (\$5,200) and 450-0641-6970-3890 (\$5,200).

ALTERNATIVES

1. Provide alternative direction to staff.

ATTACHMENTS

1. Resolution R-63-12
2. Exhibit A- Professional Service Agreement

Resolution R-63-12

Amending CIP Budget for FY12-13

RESOLUTION NO. R-63-12

1 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLTON
2 AMENDING THE FISCAL YEAR 2012/2013 CAPITAL IMPROVEMENT BUDGET
3 TO APPROPRIATE THE FOLLOWING AMOUNT FROM HIGHWAY BRIDGE
4 PROGRAM (HBP) FUNDS FOR THE SEISMIC RETROFIT PROJECT: \$39,839 FOR
5 BRIDGE NO. 54C-0078 (5065-015), \$39,839 FOR BRIDGE NO. 54C-0079 (5065-016),
6 \$53,118 FOR BRIDGE NO. 54C-0100 (5065-017), \$39,839 FOR BRIDGE NO. 54C-0375
(5065-018), \$39,839 FOR BRIDGE NO. 54C-0384 (5065-019) AND \$39,839 FOR
BRIDGE NO. 54C-0599 (5065-020)

7 WHEREAS, the City Council of the City of Colton desires to improve the safety of the
8 bridges within City jurisdiction; and

9 WHEREAS, the City Council of the City of Colton has received a Highway Bridge
10 Program (HBP) Funding to complete the Preliminary Engineering Phase of Seismic Retrofit
11 for Bridges No. 54C-0078 (STPLZ 5065-015), 54C-0079 (STPLZ 5065-016), 54C-0100
12 (STPLZ 5065-017), 54C-0375 (STPLZ 5065-018), 54C-0384 (STPLZ 5065-019) AND 54C-
13 0599 (STPLZ 5065-020); and

14
15 WHEREAS, SAFETEA-LU 23 U.S.C. 144(d) made States eligible to use Federal
16 Highway Bridge Program ((HBP) Funds; and

17
18 WHEREAS, Through the HBP, Caltrans issues grants to owners of local bridges for
19 replacement of structurally deficient or functionally obsolete bridges.; and

20
21 WHEREAS, Funds expended by the City for eligible and approved costs are
22 reimbursable through the HBP funds; and

23
24 WHEREAS, a budget appropriation for approved activities, not listed in the 2012-2013
Fiscal Year budget is required and must be approved by resolution of the City Council.

25
26 NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE
CITY OF COLTON DOES HEREBY RESOLVE AS FOLLOWS:

27
28 Section 1 The Recital preceding in this Resolution are true and correct and are
incorporated into this Resolution by reference.

1
2 **Section 2** The City Council authorizes and appropriation of \$252,313. As an adjustment
3 to the Fiscal Year 2012-213 budget as follows:

- 4 • Increase expenditure account 450-0635-6987-3890 in the amount of \$39,839.
- 5
- 6 • Increase expenditure account 450-0636-6987-3890 in the amount of \$39,839.
- 7
- 8 • Increase expenditure account 450-0637-6987-3890 in the amount of \$53,118.
- 9
- 10 • Increase expenditure account 450-0639-6987-3890 in the amount of \$39,839.
- 11
- 12 • Increase expenditure account 450-0640-6987-3890 in the amount of \$39,839.
- 13
- 14 • Increase expenditure account 450-0641-6987-3890 in the amount of \$39,839.
- 15
- 16 • Increase revenue account 450-5993-225 in the amount of \$252,313.
- 17
- 18 • Increase revenue account 225-5886-000 in the amount of \$252,313.
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- 20 • Increase expenditure account 225-1000-1000-5993-0004-450 in the amount of
21 \$252,313.
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PASSED, APPROVED AND ADOPTED this 2nd day of October 2012.

SARAH S. ZAMORA,
Mayor

ATTEST:

EILEEN C. GOMEZ, CMC
City Clerk

Exhibit A

Professional Service Agreement with IDC Consulting Engineers, Inc.

**CITY OF COLTON
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this 2nd day of October, 2012 by and between the **City of Colton**, a municipal corporation organized under the laws of the State of California with its principal place of business at 650 North La Cadena Drive, Colton, California 92324 (“City”) and **IDC Consulting Engineers, Inc.**, a corporation, with its principal place of business at 9007 Arrow Route, Suite 230, Rancho Cucamonga, CA 91730 (“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 design services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such services for the Bridge Seismic Retrofit Design of Bridge #54C-0078: BNSF Track Bridge over La Cadena Drive, Bridge #54C-0079: Wilson Elementary Pedestrian Bridge over La Cadena Drive, Bridge #54C-0100: Mt Vernon Avenue Bridge over Santa Ana River, Bridge #54C-0375: UPRR Bridge over West “C” Street, Bridge #54C-0384: BNSF Bridge over “C” Street, and Bridge #54C-0599: Colton High School Pedestrian Bridge over Rancho Avenue (“Project”).

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 design 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 November 1, 2012 to June 30, 2013, 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.

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.

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: Wendy Li, Principal/Project Manager.

3.2.5 City's Representative. The City hereby designates Amer Jakher, P.E., 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. 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 Wendy Li, P.E., Project Manager/Principal, 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, consultants and other staff 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 subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants 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.

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, 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; Subcontractors, Consultants, Sub-subcontractors and Subconsultants. To the same extent and under the same conditions as Consultant, Consultant shall require all of its subcontractors, consultants, sub-subcontractors and subconsultants 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 subconsultants 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.

3.2.10.4 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.

3.2.10.5 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, 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.

3.2.10.6 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 subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.7 Water Quality.

(A) Management and Compliance. To the extent applicable, Consultant's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency, the State Water Resources Control Board and the Santa Ana Regional Water Quality Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

(B) Liability for Non-compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Consultant or City to penalties, fines, or additional regulatory requirements. 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, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result

of Consultant's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(C) Training. In addition to any other standard of care requirements set forth in this Agreement, Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Consultant further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Consultant with a list of training programs that meet the requirements of this paragraph.

3.2.11 Insurance.

3.2.11.1 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 subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant 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.

3.2.11.2 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 subconsultants. Consultant shall also require all of its subconsultants 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); (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 minimum 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 *minimum* per accident for bodily injury or disease.

3.2.11.3 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 \$1,000,000 per claim, and shall be endorsed to include contractual liability.

3.2.11.4 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 include or 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 include or 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, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; 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.

3.2.11.5 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.

3.2.11.6 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.

3.2.11.7 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.

3.2.11.8 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.

3.2.11.9 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.

3.2.12 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 life saving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, 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.

3.2.13 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other

documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Two Hundred Sixty Thousand and Seventy One (\$260,071.00)** without written approval of City's City Council. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 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.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 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.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), 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. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. 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.

3.4 Termination of Agreement.

3.4.1 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.

3.4.2 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.

3.4.3 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.

3.5 Ownership of Materials and Confidentiality.

3.5.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, 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.

3.5.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant 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 subconsultants, or those provided to Consultant by the City.

3.5.3 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.

3.5.4 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.

3.5.5 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.

3.6 General Provisions.

3.6.1 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:

IDC Consulting Engineers, Inc.
9007 Arrow Route, Suite 230
Rancho Cucamonga, CA 91730
Attn: Wendy Li, P.E., Principal

City:

City of Colton
650 North La Cadena Drive
Colton, California 92324
Attn: Amer Jakher, P.E., Public Works Director

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.

3.6.2 Indemnification.

3.6.2.1 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 consequential damages, expert witness fees and attorneys 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.

3.6.2.2 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 3.5.6.1 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.

3.6.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino 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.

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

3.6.5 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

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

3.6.7 Assignment or Transfer. 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.

3.6.8 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 subconsultants 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.

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

3.6.10 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.

3.6.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.6.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.12 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.

3.6.13 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 subconsultants 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.

3.6.14 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.

3.6.15 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.

3.6.16 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.

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

3.6.18 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.

3.6.19 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.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE FOR
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF COLTON
AND TRANSPORTATION ENGINEERING AND PLANNING (TEP)**

IN WITNESS WHEREOF, the Parties have entered into this Second Amendment to Professional Services Agreement as of the 2nd day of October, 2012.

CITY OF COLTON

IDC CONSULTING ENGINEERS, INC.

By: _____
Sarah S. Zamora

By: _____
Wendy Li
Principal

Attest:

City Clerk

Approved as to Form:

Best Best & Krieger LLP
City Attorney

Risk Management

EXHIBIT "A"

SCOPE OF SERVICES

(Based on RFP dated July 3, 2012 and IDC Proposal dated August 1, 2012)

I. SCOPE OF WORK

The Consultant shall provide engineering services for the Seismic Retrofit design, specifications and estimates of the following Bridges:

1. Bridge #54C-0078: BNSF Track Bridge over La Cadena Drive
2. Bridge #54C-0079: Wilson Elementary Pedestrian Bridge over La Cadena Dr.
3. Bridge #54C-0100: Mt Vernon Avenue Bridge over Santa Ana River
4. Bridge #54C-0375: UPRR Bridge over West "C" Street
5. Bridge #54C-0384: BNSF Bridge over "C" Street
6. Bridge #54C-0599: Colton High School Pedestrian Bridge over Rancho Avenue

RECORD DATA

Obtain and review existing plans, maps, as-built drawings, photos, studies, and any other pertinent data from the City of Colton Public Works Department and other utility agencies having facilities within the project limits.

Seismic Retrofit plans (90% complete in PDF copy) for these bridges except #54C-0100 are available and can be obtained from Public Works Department. These plans were prepared by Caltrans consultant and need to be updated to current Code. CAD file of Bridge #54C-0100 used by the City for another project is available upon request.

FIELD VISIT AND SURVEY

Consultant shall visit and inspect the project site for accuracy of existing plans. Locate and plot existence of utilities that might be impacted by the project. Consultant shall perform survey services, if found necessary for the project.

FINAL ENGINEERING PLANS

- 1) Consultant shall prepare Seismic Retrofit Plans, Specifications and Estimates for the six (6) Bridges. The consultant shall prepare individual plan for each of the bridge project.
- 2) The drafting shall include but not be limited to:
 - Base Sheet preparation at 1"=40' scale or 1"=20' scale (show detail, if required);
 - Plot topography and elevations as necessary.
 - Show all existing structures and utilities.
- 3) Prepare base drawings on mylar plan sheets using City Standard and common engineering practices. Electronic copy of Standard City title blocks and notes to be provided to the consultant by the City. Electronic files (AutoCAD for drawings and

MS Word for text file) to be submitted to the City's Public Works Department.

- 4) Consultant shall provide 65%, 95% and 100% plans for the City review and approval.
- 5) Consultant shall provide a cover sheet with required standard construction notes and clearly legible location map,
- 6) Consultant shall prepare a detailed plan and cost estimate for each of the bridge and bidder's proposal sheet for use in project bidding as required by the City Engineer.
- 7) Prepare the project specifications for this project. City will provide electronic copy of the boiler plate for general provisions.

PROJECT COORDINATION, MEETINGS AND PRESENTATIONS

The Consultant shall prepare biweekly status reports to update the City on the progress to date; work to be accomplished in the next period and potential problems of a technical nature and an analysis of progress as measured by the schedule and budget. The consultant shall attend meetings as requested by the City (maximum of five (5) including the kick-off meeting) to update the involved parties on the status of the project. The consultant shall also coordinate with other consultants providing services to the City who may be required for environmental technical study, railroad company coordination or other services that maybe needed on the project.

EXHIBIT "B"

SCHEDULE OF SERVICES

1. The time of completion of the work shall be a **maximum of Ninety (90)** calendar days from the date of issuance of the Official Notice to Proceed for Bridges #54C-0078: BNSF Track Bridge over La Cadena Drive, Bridge #54C-0079: Wilson Elementary Pedestrian Bridge over La Cadena Drive, Bridge #54C-0375: UPRR Bridge over West "C" Street, Bridge #54C-0384: BNSF Bridge over "C" Street, and Bridge #54C-0599: Colton High School Pedestrian Bridge over Rancho Avenue.
2. The time of completion of the work shall be a **maximum of One Hundred Fifty (150)** calendar days from the date of issuance of the Official Notice to Proceed for Bridge #54C-0100: Mt Vernon Avenue Bridge over Santa Ana River.

Note: A more detailed schedule is attached with the ICD Consulting Engineers, Inc. proposal dated August 1, 2012.

EXHIBIT "C"

COMPENSATION AND REINBURSIBLE RATES

The total compensation shall not exceed **Two Hundred Sixty Thousand and Seventy One (\$260,071.00)** with the following breakdown for each bridges:

1. Bridge #54C-0078	= \$ 35,938
2. Bridge #54C-0079	= \$ 44,892
3. Bridge #54C-0100	= \$ 58,630
4. Bridge #54C-0375	= \$ 37,155
5. Bridge #54C-0384	= \$ 38,541
6. <u>Bridge #54C-0599</u>	= \$ 44,915
TOTAL	= \$ 260,071

Please see attached for detail breakdown and Reimbursable Rates.

City of Cotton Salem Railroad Project		Contract No.:		Firm:					
Bridge # 54C-0376		TASK DESCRIPTION:		Reviewed By:					
EA NO:		SUB-TASK DESCRIPTION		PREPARED BY:					
WBS NO.		UPRR Bridge Over "C" Street		DATE: 7/26/2012					
WBS NO.	Total Hours	LABOR HOURS						Sec Below	\$0
		Project Manager	Project Engineer	Designers	Sr. Technician	Geotechnical Manager	Geotechnical Engineer		
Role									
Project Management	12								
Data Collection	12								
Geotechnical / Foundation Report	42			8					
Structural Analysis	30			20					
Systems Strategy Report	8			10					
Structural Design	37			37					
CADD	50								
Specifications	8								
Quantity and Cost Estimate	4								
Independent check	20			10					
Submittals	6			2					
	0								
	220			70					
				58					
				33					
				2					
				4					
				10					
				2					
				4					
				50					
				4					
				10					
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City of Colton Salimatic Retrofit Project		Contract No. :		Firm:	
Bridge # 54C-100		TASK DESCRIPTION:		DATE: 7/26/2012	
EA NO.:		LABOR HOURS		PREPARED BY:	
WBS NO.		Project Manager		Geotechnical Manager	
SUB-TASK DESCRIPTION Mount Vernon Ave. Over Santa Ana River		Project Engineer		Geotechnical Engineer	
Role		Designers		Sr. Technician	
Total Hours		Engineers		Sr. Technician	
24		2		4	
8		24		54	
84		18		30	
40		8		54	
8		18		66	
78		8			
74		4			
4		20			
32		12			
2		0			
0		336			
TOTAL LABOR HOURS		24		72	
LOADED RATE (\$/HR)		\$75.00		\$55.00	
LABOR COSTS (\$)		\$1,800		\$2,520	
EXPENSES					
ITEM(S)	Unit or Measure	QUANTITY	UNIT PRICE	TOTAL PRICE	COMMENTS/ASSUMPTIONS:
Printing and Reproduction	Each	1	\$150.00	\$150.00	
Computer	Hour		\$1.00	\$0.00	
Vehicle Expenses			\$1.00	\$0.00	
Mileage	Mile	100	\$0.55	\$55.00	
Ground Transportation (Taxi/Cab)	Each		\$1.00	\$0.00	
Auto Parking	Each		\$25.00	\$25.00	
Delivery Services	Each		\$1.00	\$0.00	
Communications	Each		\$1.00	\$0.00	
Air Travel	Each		\$1.00	\$0.00	
Travel and Per-Diem Costs	Each		\$1.00	\$0.00	
TOTAL EXPENSES:			\$230	\$230	
SUB-CONTRACTORS:					
FIRM:	Earth Mechanics, Inc.				
AMOUNT: \$0	\$12,147	\$0	\$0	\$0	
TOTAL ESTIMATED COST				\$12,147	
YEARLY ESCALATION TO MID-YEAR OF DESIGN				\$8,659	
TOTAL ESTIMATED COST				\$20,806	
SUBCONSULTANT				\$230	
FIRM'S TOTAL DIRECT EXPENSES				\$230	
TOTAL ESTIMATED COST				\$21,036	
YEARLY ESCALATION TO MID-YEAR OF DESIGN				\$15,263	
TOTAL ESTIMATED COST				\$36,299	
SUBCONSULTANT				\$230	
FIRM'S TOTAL DIRECT EXPENSES				\$230	
TOTAL ESTIMATED COST				\$36,529	
YEARLY ESCALATION TO MID-YEAR OF DESIGN				\$28,659	
TOTAL ESTIMATED COST				\$65,188	

Notes in filling out the cost proposal:

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EXHIBIT "D"

FEDERAL REQUIREMENTS

The consultant must comply with 41 Code of Federal Regulations (CFR) Part 60-4. The City of Colton AADPL (Annual Anticipated DBE Percentage Levels) for Federal Fiscal Year (FFY) 2011-2012 and for this Project is 15.9% Minority participation (9.0 % Race Neutral and 6.9% Race Conscious).

IDC Consulting Engineers, Inc. is a certified SBE/UDBE/DBE/WBE (see attached).

BUSINESS ENTERPRISE CERTIFICATE

ID C CONSULTING ENGINEERS, INC

203 WEST CERRITOS AVENUE
ANAHEIM, CA 92805

Owner: XIAOYUN WU

Business Structure: CORPORATION

STATE MINORITY BUSINESS ENTERPRISE

STATE WOMEN BUSINESS ENTERPRISE

This certificate acknowledges that said firm is approved by the California Department of Transportation as a State Minority Business Enterprise or State Women Business Enterprise (or in some cases both) in accordance with Assembly Bill Number 486, Chapter 1329 and the California Public Code, Chapter 2.5 (commencing with Section 2050), for the following NAICS codes:

- * 541330 Engineering Services
- 541512 Computer Systems Design Services
- 541618 Other Management Consulting Services
- 541690 Other Scientific and Technical Consulting Services
- 541490 Other Specialized Design Services

* Indicates primary NAICS code

CERTIFYING AGENCY:
DEPARTMENT OF TRANSPORTATION
1823 14TH STREET, MS 79
SACRAMENTO, CA 95814 0000
(916) 324-1700

Firm Number: 27413

Renewal Date: December 1, 2012

November 12, 2010

Janice Palais
Janice Palais, CERTIFYING AGENCY REPRESENTATIVE

CALIFORNIA UNIFIED CERTIFICATION PROGRAM DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATE

IDC CONSULTING ENGINEERS, INC

203 WEST CERRITOS AVENUE
ANAHEIM, CA 92805

Owner: XIAOYUN WU

Business Structure: CORPORATION

This certificate acknowledges that said firm is approved by the California Unified Certification Program (CUCP) as a Disadvantaged Business Enterprise (DBE) as defined by the U.S. Department of Transportation (DOT) CFR 49 Part 26, as may be amended, for the following NAICS codes:

NAICS Code(s) * Indicates primary NAICS code

- * 541330 Engineering Services
- 541490 Other Specialized Design Services
- 541690 Other Scientific and Technical Consulting Services

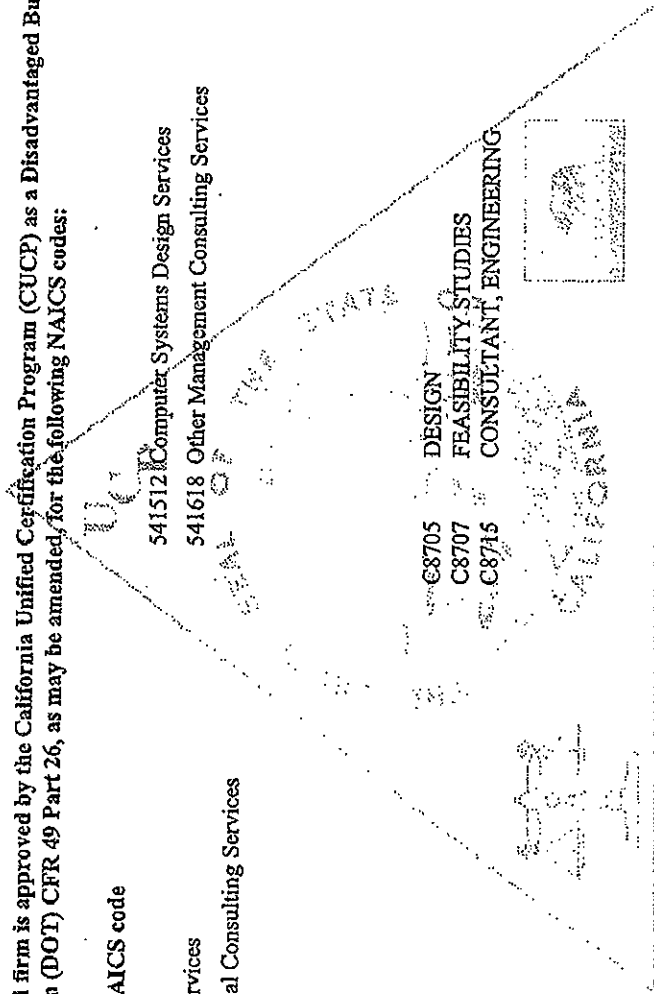
- 541512 Computer Systems Design Services
- 541618 Other Management Consulting Services

Work Category Code(s)

- C0612 SAFETY
- C8706 DESIGN BRIDGES
- C8710 ENGINEERING

Licenses

EC Civil Engineer



CERTIFYING AGENCY:

DEPARTMENT OF TRANSPORTATION
1823 14TH STREET
SACRAMENTO, CA 95811 0000
(916) 324-1700

UCP Firm Number: 27413

James Salas
CUCP OFFICER

June 21, 2011

It is CUCP's policy and objective to promote and maintain a level playing field for DBEs in California on Federal-aid contracts. We ensure nondiscrimination in the award and administration of U.S. DOT assisted contracts based on the requirements of 49 CFR Parts 21 and 26.

AFFIDAVIT OF COMPANY STATUS

"The undersigned declares under penalty of perjury pursuant to the laws of the State of California that the following information and information contained on the attached Contractor Description Form is true and correct and include all material information necessary to identify and explain the operations of

IDC Consulting Engineers, Inc.

Name of Firm

as well as the ownership thereof. Further, the undersigned agrees to provide either through the prime consultant or, directly to the Harbor Department, complete and accurate information regarding ownership in the named firm, any proposed changes of the ownership and to permit the audit and examination of firm ownership documents in association with this agreement."

Please indicate the ownership of your company: SBE VSBE MBE WBE OBE

- A Small Business Enterprise (SBE) is an independently owned and operated business that is not dominant in its field and meets criteria set forth by the Small Business Administration in Title 13, Code of Federal Regulations, Part 121.
- A Very Small Business Enterprise (VSBE) is (1) a small business that has average annual gross receipts of \$3,500,000 or less within the previous three years, or (2) a small business manufacturer with 25 or fewer employees.
- A Minority Business Enterprise (MBE) is defined as a business in which a minority owns and controls at 51% of the business. A Woman Business (WBE) is defined as a business in which a woman owns and controls at least 51% of the business. For the purpose of this project, a minority includes:
 - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, The Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- An OBE (Other Business Enterprise) is any enterprise that is neither an SBE, VSBE, MBE or WBE.

Signature [Signature]
Printed Name Xiaoyun Wu

Title Principal
Date Signed 4/11/2011

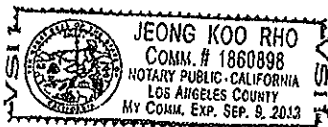
NOTARY

On this 11th day of APRIL, 2011, before me appeared XIAOYUN WU to me personally known, who being duly sworn, did execute the

foregoing affidavit, and did state that he/she was properly authorized by IDC Consulting Engineers, Inc. Name of Firm

to execute the affidavit and did so as his or he free act and deed.

SEAL



Notary Public [Signature]

Commission Expires 09-09-2013



Metro

April 29, 2011

Metro File # 5513

Xiaoyun Wu
I D C Consulting Engineers, Inc.
203 W. Cerritos Avenue,
Anaheim, CA 92805

Re: **Small Business Enterprise Certification**

Dear Ms. Wu:

We are pleased to advise you that after careful review of your application and supporting documentation, the Los Angeles County Metropolitan Transportation Authority (Metro) has determined that your firm meets the eligibility standards to be certified as a Small Business Enterprise (SBE) as required under the Metro SBE Program. Your firm will be listed in the Metro SBE database of certified SBEs under the following specific areas of expertise:

<u>NAICS (2007)</u>	<u>Description</u>	<u>Size Standard</u>
541330	Engineering Services	\$4.5 Million

Your SBE certification is good for five years from the date of this letter and applies only for the above NAICS 2007 codes. Requests for additional or revised NAICS 2007 codes must be made in writing to Metro. After the five-year certification period, your entire file will be reviewed in order to ascertain continued SBE certification status. You will be notified of the pending SBE status review and any documentation updates necessary prior to the expiration date.

Should any changes occur that could affect your certification status, such as changes in your firm's name, business/mailling address, ownership, management or control, or failure to meet the applicable business size standards or personal net worth standard, please notify Metro immediately. SBE certification is subject to review at any time.

Metro reserves the right to withdraw this certification if at any time it is determined that certification was knowingly obtained by false, misleading, or incorrect information. Metro also reserves the right to request additional information and/or conduct on-site visits at any time during the certification period. The firm thereby consents to the examination of its books, records, and documents by the Metro.

Congratulations, and thank you for your interest in Metro's SBE Program. I wish you every business success and should you have any questions, please contact us at 213-922-2600. For information on Metro contracting opportunities, please visit our website at www.metro.net.

Sincerely, .

Shirley Wong
Certification Representative
Diversity & Economic Opportunity Department

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